WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
September 11, 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, Chief Deputy BJ Farrell, and Secretary Kristine Georges attended and recorded the minutes.

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

PLEDGE OF ALLEGIANCE

Marlin Weisheit: Thank you. I'd like to start out today and just remember this anniversary date that affected our Country in many ways and all of us in many ways. And also like to be mindful of our friends and family that's in Texas and Florida and keep them in my, in our minds and hope everything goes well. But I do feel good that we live in a nation that has the resources to respond to these types of emergencies and take care of people's needs. So we'll be pulling for all those folks right now. So we'll go ahead with Area Plan and let you take off.

AREA PLAN COMMISSION
REZONING PETITIONS
PC-R-17-06 LEXINGTON SUBDIVISION
ORDINANCE 2017-21

Sherri Rector: Okay, thank you. The first three (3) items are Rezoning Petitions. The first one (1) is PC-R-17-06, petition of First Federal Savings Bank by Kirby King, Executive Vice President, Chief Lending Officer. Owner is the same. This is to rezone one point six-eight (1.68) acres located on the west side of Vanada Road approximately four hundred and forty-eight (448) feet south of the intersection formed by Vanada Road and Ferstel Road. Being Lot 74 in Lexington Subdivision from R-2B Apartments, Multiple Family Apartments, to PUD, Planned Unit Development consisting of R-2B in Ohio Township. It was a recommendation of approval by the Planning Commission at their August 14th meeting. This is to redo that lot into townhouse lots and with a private street. So they're doing the PUD. It also relaxes the yard setbacks.

Marlin Weisheit: Looks like we need an Ordinance number?

Sherri Rector: It is 2017-21 and Tom Keith from Easley Engineering is here representing the owner.

Tom Keith: Yes, I am. Tom Keith, Easley Engineering and I'm here to answer any questions you might have.

Marlin Weisheit: You guys have any questions?

Bob Johnson: No, Sir.

Jennifer Schaefer: (Inaudible) can we ask him questions?

Marlin Weisheit: Sure.

Jennifer Schaefer: Now?

Marlin Weisheit: Yes, this would be...

Jennifer Schaefer: Well, my concern is...

Marlin Weisheit: Ma'am, if you'll just come up and state your name and yeah, your concern. You'll just, your name and address and your concerns is the time on this issue.

Jennifer Schaefer: Alright, well my name is Jennifer Schaefer and my husband and I, we live at one (1) of the brownstones on Glenview. Which, actually, what you're going to be building is going to be coming right up to the front end of our brownstone. And my concern is that we need to have some kind of privacy between there. Cause you're going to be building something that's gonna be, the back end of these houses are going to be in the front end of my house. And I don't know how many other homes are out there that do that. Probably all you have homes that don't, you're not looking, your front yard's not looking at somebody's back in of their house. And so for that reason I would like to have something, some kind of planting or some kind of, but I don't want little trees. I want big trees that are going to be evergreen and possibly, what's wrong with having, you know, six (6) or eight (8) foot wooden fence there so that it borders off? So that when you're maybe trying to sell or whenever you're trying to build something that you don't have somebody who's saying, well hey, these people right here can look on their second floor and look right into my back yard. I think you need to have something tall enough that's going to you know, put a separation between those. Between my brownstone and the houses that you're going to build. I'm glad to hear that they're privately owned, individually owned. They're not going to be apartments. You know?

Marlin Weisheit: Mrs. Schaefer, what was your address at your brownstone?

Jennifer Schaefer: 6182.

Marlin Weisheit: 60182?

Jennifer Schaefer: 6182.

Marlin Weisheit: 6182.

Jennifer Schaefer: Glenview Drive.

Marlin Weisheit: Okay.

Dan Saylor: Glenview?

Jennifer Schaefer: Yeah.

Marlin Weisheit: Okay.

Sherri Rector: Can I ask a question?

Marlin Weisheit: Sure.

Sherri Rector: At the Planning Commission meeting, was there an agreement to put something up?

Tom Keith: We agreed to a landscape easement to go between the new development and the townhouses.

Jennifer Schaefer: Right, but you really didn't say what it was going to be or what size it was going to be.

Tom Keith: We had said it was going to be evergreen trees.

Jennifer Schaefer: How tall?

Tom Keith: I'm going to suggest six (6) feet at a minimum.

Jennifer Schaefer: Okay, well that sounds good.

Tom Keith: I mean they will start out much smaller but they will grow to (inaudible).

Jennifer Schaefer: Okay, but, so are you talking that they're going to be a couple inches tall and then in six (6) years it's gonna be six (6) feet?

Tom Keith: I don't know the rate of tree growth.

Jennifer Schaefer: Right.

Tom Keith: But they're going to be…

Jennifer Schaefer: I don't.

Tom Keith: Provided by a landscape company. They're going to be installed.

Jennifer Schaefer: But are they going to be installed at six (6) foot and then grow from there? Are they going to be…?

Sherri Rector: Excuse me…

Jennifer Schaefer: A few inches?

Sherri Rector: She has to do minutes. I know by experience to go back and forth like that is almost impossible to, to do.

Jennifer Schaefer: I'm just asking a question. I want answers to my questions is all.

Sherri Rector: (Inaudible) one (1) person asks questions and then the other one (1) answers to keep the record straight.

Marlin Weisheit: Okay, I think we've got your question clear though.

Jennifer Schaefer: Okay.

Sherri Rector: And the Planning Commission is the one that enforces…

Jennifer Schaefer: But I want it to be tall enough. You got that right? I don't want it to be a couple inches tall. I want it to be around six (6) inches…six (6) feet rather.

Bob Johnson: At our last Plan Commission meeting, we agreed that there would be some type of tree line…

Marlin Weisheit: Barrier.

Bob Johnson: Barrier to back off and hide…

Jennifer Schaefer: But I'd like to hear what kind of tree line it's gonna be.

Sherri Rector: The Planning Commission meeting was the meeting that this should have been addressed and agreed upon. They are, they are the Board…

Jennifer Schaefer: It was agreed upon but then (inaudible).

Sherri Rector: That enforces the approvals and the conditions of the PUD. So if that, I'm sorry, I was sick at that meeting, so I wasn't there. That's why I was asking Bob.

Jennifer Schaefer: Right.

Sherri Rector: So, it will be enforced.

Marlin Weisheit: Okay.

Bob Johnson: (Inaudible).

Jennifer Schaefer: But do we have specifications? That's what I want to know, how tall?

Marlin Weisheit: Do you have questions too, Ma'am? Just state your name and address.

Julie Richardson: Yes, okay. My name is Julie Richardson and my address is 6188 Glenview. And I was at the previous meeting. And it was not, it was kind of pretty much brushed through that they were going to plant some trees. But you know like the lady in front of me, Jennifer said, there's a big concern as far as how tall the trees are. Because obviously, and I don't know if you all have records of the picture that I gave everybody at the Planning meeting. You know these houses are going to come right up. There's no street in front of our townhomes. These are our town homes.

Marlin Weisheit: I'm familiar with the area.

Julie Richardson: They're nice townhomes. This is a photo shot of basically what it's going to look like out of our front door. We don't have a street and then boom, you've got somebody's back yard. These backyards are nice looking. It concerns me what the backyards might look like. So the concern also is (inaudible).

Todd Glass: If we can have her return to the podium. So...

Julie Richardson: Oh (inaudible). If, if they plant trees, will the trees be planted in a, a common ground area? Or will they be planted on the homeowner's property. Because if they're planted on the homeowner's property, the new homeowners, if they die, we have no control over whether they get, a new tree gets replanted. Where if we have a little bit of common ground, then I can assure you the homeowners of the townhomes will make sure that the trees stay alive and stay lush and because our property value is going down, down, down, down. Nobody's going to buy a home where they walk out their front door and they're looking at somebody's back yard and there's no street in front of your home. And in the original plan was for, to come out your front door and to be facing other townhomes. So it's a, it's a huge concern of ours. Thank you.

Bob Johnson: I understand. Thank you.

Marlin Weisheit: Thank you. Anybody else have anything else? If not...go ahead.

Tom Keith: I just wanted to state that we had planned on putting a landscape strip. There is an existing sewer easement there on the outside. Then there is a water easement, another twelve (12) foot water easement. Our intention was to put a landscape easement on the north side of the water easement so there would be a sewer easement, the water easement, and then a landscape easement. So there would be a separation between, further separation between the homes and the landscaping buffer. If they would like to see it on the other side, that suits us fine, but we have no control of that then.

Marlin Weisheit: Yeah.

Tom Keith: But we can assure...

Sherri Rector: I think you're going to have to put it on the plat, Tom. It will have to be shown...

Tom Keith: It is shown on the plat right now the way I've got it drawn up. It is shown on the plat.

Marlin Weisheit: I'm kind of okay with that myself. I don't know how the rest of you...

Bob Johnson: Would you be, based on our conversation before with the Area Plan Commission and now listening to these concerns, do you have issue against something six (6) foot tall?

Tom Keith: No, I don't. I don't think Mr. King would have any issues either.

Dan Saylor: And I think that's what, I think that's what she was trying to say is hey, don't go out there and plant a foot tree. I think if you planted something four (4) or five (5) feet, they usually grow about a foot a year.

Tom Keith: That's exactly what I was thinking.

Dan Saylor: And then, then they'll branch out and in a couple years before everything's built up, it'll be, I would think...

Tom Keith: Correct. I would think that by the time those homes are developed, this, the trees should be filled out well.

Dan Saylor: So, ultimately, who's responsible to maintain, if one (1) dies, to get replanted? The homeowner's association?

Tom Keith: The homeowner's association of the subdivision, within this subdivision.

Julie Richardson: And that's, that's (inaudible).

Marlin Weisheit: State your name again.

Dan Saylor: State you name again.

Julie Richardson: Julie, I'm sorry.

Dan Saylor: (Inaudible) for the record.

Julie Richardson: Julie Richardson.

Dan Saylor: Thank you.

Julie Richardson: There are, currently there are two (2) associations and I don't know, the homes, there are currently six (6) homes built at the very front of this property. And I don't know what association they belong to. But the townhomes, there's eleven (11) townhomes and they have, we have own association that isn't connected to the subdivision, the rest of the subdivision's association. So the question is, which association would be responsible for taking care of it?

Tom Keith: Not yours.

Roger Emmons: Not yours.

Julie Richardson: So it's…?

Sherri Rector: It would be theirs.

Julie Richardson: And the small homes would belong to the rest of the subdivision?

Tom Keith: It is my understanding.

Julie Richardson: And the property that they're going to be built on would belong to the homeowners?

Tom Keith: Yes.

Julie Richardson: Or what they're going to be planted on would belong to the homeowners?

Tom Keith: Correct.

Julie Richardson: So how does that work if I own that property and the subdivision wants to plant a tree in there and I don't want them to?

Tom Keith: If you have common property within the subdivision, you have a storm detention easement, anything like that, anything that needs repaired, then it's up to the homeowner's association to get together to figure out the repair that needs to be done. A contract to have this repair done and pay for it. Same thing would be done with trees. If a tree dies, you need to call a landscape company out to replace it. Landscape company gives you a price; you agree to a price. You have the tree replaced; you pay the bill.

Sherri Rector: Most homeowner's associations if they are formed, have their, like mine, we pay a fee quarterly. And so if something like that happens, we set our private restrictions and then the homeowner's association replaces the tree in the common areas and it's paid for out of your homeowner's association fees. And that's how their set up.

Gentleman from Audience: (Inaudible).

Sherri Rector: However your homeowner's association is set up and recorded to that effect and your Board. But all of that is legal. The County does not inforce private restrictions at all. We are not allowed by law to enforce them.

Julie Richardson: So if I understand correctly then, the area that the trees are going to be planted is common ground? It doesn't belong to the homeowner.

Tom Keith: No, it does belong to the homeowner because it is on their property. But it's an easement (inaudible).

Roger Emmons: It's an easement across their property.

Julie Richardson: It's an easement. So it's their property but the homeowner's association is going to control what they can do with it?

Tom Keith: Um hum.

Marlin Weisheit: Within the easement, yeah. Okay. Anybody else got any questions? If not, I'd entertain a motion.

Bob Johnson: I make a motion to approve 2017-21 Rezoning Petition.

Marlin Weisheit: Have a second?

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).

Tom Keith: Thank you.

(Ordinance 2017-21 is located on Page 23 of these Official Minutes)

PC-R-17-08 DO IT RIGHT INVESTMENTS ORDINANCE 2017-22

Sherri Rector: Okay. The next application is PC-R-17-08 Petition of Do It Right Investments, Kevin Sensmeier, President and the owner also, to rezone one (1) acre located on the west side of Stacer Road. Approximately three hundred fifty (350) feet south of the intersection formed by Stacer Road and State Road 62 from R-1A, One Family Dwelling to C-4, General Commercial in Ohio Township. It was a recommendation of approval by the Plan Commission at their August 14th meeting. And I believe that this is going to be used as a parking area for the existing business?

Kevin Sensmeier: Yes, the business (inaudible).

Sherri Rector: That's a lot down.

Kevin Sensmeier: Yes.

Sherri Rector: Okay.

Marlin Weisheit: State your name.

Kevin Sensmeier: Kevin Sensmeier.

Marlin Weisheit: Okay. Anybody have any questions?

Sherri Rector: This is like, you got a transmission shop, right? Is that what it is?

Kevin Sensmeier: Yes, I have one (1) on the west side of Evansville and we're going to build one (1) on that corner right there by the interstate.

Sherri Rector: Okay.

Marlin Weisheit: If not, I'd entertain a motion. This is an Ordinance here as well. It'd be '22? Right?

Sherri Rector: Yes.

Dan Saylor: I make a motion for the rezoning of PC-R-17-08, Ordinance 2017-22.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Kevin Sensmeier: Thank you very much.

(Ordinance 2017-22 is located on Pages 23 through 24 of these Official Minutes)

PC-R-17-10 LIBBERT ROAD ORDINANCE 2017-23

Sherri Rector: PC-R-17-10, Petition of Sandra Freels. Owner is the same to rezone twenty point thirty-five (20.35) acres located on the west side of Libbert Road. Approximately two hundred (200) feet north of the intersection of High Pointe Drive and Libbert Road from A, Agriculture to C-4, General Commercial, Ohio Township. Was a recommendation of approval by the Plan Commission at their August 17th meeting.

Roger Emmons: 14th.

Sherri Rector: Oh, 14th. Sorry. I was looking at the '17 in 2017. This is the property north of where the proposed Meijers is going in.

Marlin Weisheit: Go ahead and state your name.

Ron Freson: I'm Ron Freson, attorney for Mrs. Freels who lives in Portland, Oregon. And Mrs. Freels has been raised in Warrick County. Educated in Warrick County and inherited this money from her mother, who inherited it from her parents. It's been farm ground for all of that time. As I said, this now is bordered on the south by the new road that's, there across the roadway is Meijer. Across Ferstal Road is some agricultural small tracts and to the southeast is the Walmart complex all the way over to Bell Road. To the north is some C-4 ground and behind her to the east is some agricultural ground. This request is just to place this in harmony with the development that's going on in the area with all the medical development. The Wellness Trails, the Meijers, the Walmart. It's about a twenty plus (20) acre tract.

Sherri Rector: Yes.

Bob Johnson: I make a motion to approve PC-R-17-10, the 2017-23.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Ron Freson: Thank you.

(Ordinance 2017-23 is located on Page 24 of these Official Minutes)

STREET CONSTRUCTION PLANS
NORTH WARRICK INDUSTRIAL PARK SECTION 2
PP-17-13

Sherri Rector: Alright, the next item is Street Construction Plans. Primary Plat 17-13, North Warrick Industrial Park, Section II by Delta Properties, LLC, Evan Beck, Member. Nineteen point five-eight (19.58) acres situated on the south side of Industrial Park Drive. Approximately fifteen hundred (1,500) feet east of the intersection formed by Industrial Park Drive and Old State Road 57, being a subdivision of Lot 8 in the Warrick Industrial Park, Section I in Greer Township. There are no new roadways. They're requesting no improvements in the Industrial Park Drive. It will just be one (1) additional building lot.

Jim Morley, Jr.: Jim Morley, Jr., Morley, Project Engineer.

Sherri Rector: And Bobby has reviewed this.

Jim Morley, Jr.: Yeah, on this one (1), we don't have any streets. We're just splitting an existing lot and I'll get a commercial drive whenever development, or commercial drive permit whenever development comes to that new lot.

Marlin Weisheit: Okay. Anybody have any questions?

Dan Saylor: Nope.

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

Dan Saylor: I make a motion to approve the street construction plans for the North Warrick Industrial Park, Section II, PP-17-13.

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).

Jim Morley, Jr.: Thank you.

(PP-17-13 is located on Page 25 of these Official Minutes)

BAYWATER AT BERKSHIRE SUBDIVISION
PP-17-14

Sherri Rector: Alright. Primary Plat 17-14. Baywater at Berkshire Subdivision by Maken Corporation. Danny Ubelhor, President. Owner, same. Twenty-two point six-four (22.64) acres located on the south side of Oak Grove Road approximately zero (0) feet south of the intersection formed by Oak Grove Road and Park Boulevard in Boon Township and Ohio Township. Bobby has also reviewed these. And I'm assuming you seen the plat in Drainage Board Meeting.

Jim Morley, Jr.: Jim Morley, Jr., Morley, Project Engineer. It's the same project you all saw in Drainage Board. Small enough subdivision. No street improvements or any at Oak Grove Road. Pretty standard streets inside the subdivision.

Marlin Weisheit: Any you're okay with it, Bobby?

Bobby Howard: Yes, they're, the plans, the proposed plans meet the Subdivision Control Ordinance. So I'd recommend approval.

Marlin Weisheit: Unless anybody has a question, I'd entertain a motion.

Bob Johnson: I make a motion to approve PP-17-14, Baywater at Berkshire Subdivision.

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).

(PP-17-14 is located on Page 25 of these Official Minutes)

PARK PLACE PHASE V PUD
PP-17-15

Sherri Rector: Okay, the next one (1). Primary Plat 17-15, Park Place, Phase V, PUD by Maken Corporation. Danny Ubelhor President. Owner is Maken Corporation, Danny Ubelhor, President and R.J.B. Properties, LLC by Janelle…Jennette Belmonte, sole manager. Two and a half (2 ½) acres located on the south side of Park Place Drive. Approximately zero (0) feet northeast of the intersection formed by Park Place Drive and High Pointe Drive in a replot of Lots 2-5 in High Pointe Center North, Section ID, Ohio Township. These are new proposed extensions of the existing apartment complex there. They're asking for no improvements to High Pointe Drive or Park Place Drive. The interior roads will be private.

Jim Morley, Jr.: Jim Morley, Jr., Morley, Project Engineer. No new roads, but we'll be asking for a couple commercial drive permits.

Sherri Rector: Bobby's reviewed.

Marlin Weisheit: You're okay with it, Mr. Howard?

Bobby Howard: Yes, I'd recommend approval.

Marlin Weisheit: Okay, I'd entertain a motion unless you have further questions.

Dan Saylor: I make a motion to approve PP-17-15, Park Place, Phase V, PUD.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Jim Morley, Jr.: Thank you.

(PP-17-15 is located on Page 25 of these Official Minutes)

LEXINGTON SUBDIVISION
ORDINANCE 2017-21
CONTINUED DISCUSSION

Marlin Weisheit: You have anything else?

Sherri Rector: When your intent (inaudible) the trees had to be a certain height (inaudible)?

Bob Johnson: Yep. Cause he agreed (inaudible).

Sherri Rector: (Inaudible) what he agreed?

Bob Johnson: It wasn't in the motion, but that was my intent.

Sherri Rector: Okay.

Dan Saylor: That was my intent. They were going to plant some taller trees.

Sherri Rector: Four (4) to six (6) feet tall? Something like that? Okay, just to be clear.

Marlin Weisheit: Yep.

Dan Saylor: Yeah.

Sherri Rector: Thank you. That's all I have.

Marlin Weisheit: Thank you.

Roger Emmons: Thank you, Sherri.

Roger Emmons: Okay.

APPROVAL OF MINUTES
AUGUST 28, 2017

Marlin Weisheit: Approval of Minutes from the August 28th Regular Session.

Dan Saylor: I make a motion to approve the Minutes from the August 28, 2017 Regular Session Commissioners' Meeting.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

ITEMS FOR DISCUSSION
DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
YANKEETOWN VFD ANNUAL STREET DANCE AND CAR SHOW

Marlin Weisheit: Go on to Items for Discussion, Roger, County Administrator.

Roger Emmons: Thank you, Mr. President. First item I have is the annual request from Yankeetown Volunteer Fire Department to close a portion of Old State Road 66. They're having their 17th Annual Street Dance and their 11th Annual Car Show. I sent you a copy of the letter from their Chief Jay Davis on September 1st. And they've done this annually where they've requested closure of 66 west of the intersection of South Yankeetown Road and Old 66, South Street in Yankeetown and they do provide for a detour the day of the event.

Marlin Weisheit: This has been a yearly event and we've never had any issues with it. So.

Roger Emmons: And it's October 7th, which is a Saturday, 10:00 AM-1:00 PM with entertainment.

Marlin Weisheit: I'd entertain a motion unless someone has questions.

Bob Johnson: I make a motion to approve the close a portion of Old State Road 66 for the 17th Annual Street Dance and 11th Annual Car Show.

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: Okay, Bobby, I copied you about the barricades and signs, right?

Bobby Howard: Yes.

Roger Emmons: Good, thank you.

REQUESTS FOR FMLA LEAVE

Roger Emmons: Next I have Requests, plural, for FMLA Leave. There are three. We just got the latest today. But all the paperwork is, has been submitted with proper signatures with the doctor's certification. And I would recommend your approval. You could make one (1) motion, I believe, would suffice.

Marlin Weisheit: I'd entertain a motion to approve the three (3) FMLA Leave requests.

Todd Glass: Roger, is one (1) the one (1) we were discussing? And…?

Roger Emmons: The one (1), yeah.

Todd Glass: Because that one (1) should probably just extend, not the entire twelve (12) weeks. But to the point where the doctor certification indicates is appropriate.

Roger Emmons: I agree. So, Chief Wilder, we're looking at October 13th, I believe that it would be extended to. Is that okay?

Bob Johnson: Make a motion to approve the request for FMLA Leave.
Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you, Gentlemen. Let me get to my next pile of papers.

WARRICK COUNTY MULTI-HAZARD MITIGATION PLAN RESOLUTION 2017-16

Roger Emmons: Okay, we've got Resolution 2017-16? Which is adopting the Warrick County Multi-Hazard Mitigation Plan. I sent you a copy of that and, also, on September 7th a couple days before was, I sent an email to Susie regarding this agenda item. Dave Woolen, our EMA Director, was the one (1) that brought that to me. And I revised it to make the signature blocks correct. And just to let you know, Dave also provided a letter from Tory Glover, he is the State Hazard Mitigation Officer, Indiana Department of Homeland Security. That's on FEMA, FEMA Region 5, whereby he states, I'm sorry, Mark Peterson's letter to Tory Glover, it states that they've reviewed this plan and approved it. Soo we're good on approving this today.

Marlin Weisheit: I'd entertain a motion to approve Resolution 2017-16.

Dan Saylor: I make a motion to approve the Resolution 2017-16 for the Warrick County Multi-Hazard Mitigation Plan.

Bob Johnson: I'll second that.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you.

(Resolution 2017-16 is located on Page 26 of these Official Minutes)

REQUEST FROM PROSECUTOR TO APPROVE CLAIMS FOR DONATIONS TO LAW ENFORCEMENT AGENCIES

Roger Emmons: Next item was a request from Prosecutor Mike Perry to ask you to approve claims. They are for a thousand dollars ($1,000.00) each. He considers them a donation to five (5) law enforcement agencies: Boonville Police Department, Chandler Police Department, Newburgh Police Department, Department of the Warrick County Sheriff, and Indiana State Police. The County Council appropriated the five thousand dollars ($5,000.00) in this year's Pre-Trial Diversion Fund budget for these. And I did get Jill, the office manager over there to get the back side should the Board approve these for your signatures. And I don't know, these are not certified by the Auditor. I think they were wanting either an itemized invoice that they had already received the training that's discussed in the paperwork. Or I think it was a letter from each department asking for the donation, correct?

Marlin Weisheit: I know we dealt with this last year on a similar…

Debbie Stevens: It was similar. And I think I had forwarded those minutes from a similar situation from last year. The Statute for Fund 2504 which is the Fund that does have indeed an appropriation for law enforcement training. And so the appropriation is there for training. And that is the line item that has been funded by the Council, appropriated by the Council. The issue for me is that we have County Form 17, which is our cover sheet for our Claims that refers to the attached. And none of these have anything attached. And if there is any way that we could have a request from the law enforcement agencies to have assistance for that, for some type of training, maybe it's training they've already had. And they've paid it from a fund that can be reimbursed and maybe that fund statutorily allows for other things to be paid for. I can understand where the law enforcements might need to do something like that to replenish their continuing education funds or something like that. Or it could be training that they anticipate having or maybe a seminar that they are planning to attend. Just provide the paperwork for that seminar or if it's on (inaudible) training. Something that demonstrates that these officers will be participating in training and that they're asking for assistance to pay for that. Asking the Prosecutor to pay from his fund, which statutorily allows for the training.

Todd Glass: Is that the same, 2504, is that the Pre-Trial Diversion Fund?

Debbie Stevens: Yes.

Todd Glass: It's the same fund?

Debbie Stevens: Yes, it is.

Todd Glass: Okay.

Marlin Weisheit: Counsel, how did we resolve that last year? Do you remember?

Todd Glass: My recollection is we asked for an email of some sort and I believe Prosecutor Perry got something for us. That's how I remember we ended the meeting. If, I can't remember the donations, where they're going to off the top of my head.

Debbie Stevens: Um...

Roger Emmons: Those five (5) agencies.

Debbie Stevens: Right.

Todd Glass: Those five (5) agencies?

Debbie Stevens: Law enforcement, yes.

Dan Saylor: Boonville, Chandler, Warrick, ISP, Newburgh.

Debbie Stevens: Newburgh, um hum.

Todd Glass: But if they could get a one (1) line email to the Prosecutor's Office, they could be attached to those claims. It's a simple solution to it.

Dan Saylor: A request.

Todd Glass: A request.

Dan Saylor: For the funds.

Todd Glass: To apply...

Debbie Stevens: For the funds and a description of how they will use them for training. Yes.

Dan Saylor: Training for police (inaudible).

Todd Glass: Cause he certainly, the Prosecutor certainly has the ability to direct those funds in his Pre-Trial Diversion Fund for those purposes.

Debbie Stevens: Yes.

Todd Glass: The Auditor's just needing something to comply with the paperwork. Not that it shouldn't be done. Just needs something to attach to it.

Bob Johnson: Right. And it needs to be used for training.

Todd Glass: Right.

Marlin Weisheit: Last year it was for the purchase of TASERs. I mean I don't care what they use the thousand dollars ($1,000.00) for.

Todd Glass: Exactly, exactly.

Marlin Weisheit: I mean just as long as it's a request from each department.

Todd Glass: One (1) email to each of these agencies.

Debbie Stevens: The request should be for training because that's what statutorily is allowed for 2504.

Marlin Weisheit: Okay. Okay, since it's under that Statute. Okay.

Todd Glass: But I would recommend approval whether certified or not just with the condition, Commissioners, that the agencies provide a written email of some sort to certify that's what it's going to be used for.

Debbie Stevens: Correct. That would be great.

Marlin Weisheit: Any other questions? If not, I'd entertain a motion of some sort.

Dan Saylor: I make a motion to approve the request of the, request of the Prosecutor and to approve the Claims for a thousand dollars ($1,000.00) donations to the Boonville, Chandler, Warrick County Sheriff's Office, Indiana State Police, and Newburgh Police Department for a thousand dollars ($1,000.00) each donation with the stipulation that they make an email request what the funds would be used for.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Debbie Stevens: Alright, thank you.

Roger Emmons: Thank you.

HEAT PUMPS FOR THE WARRICK COUNTY JUDICIAL CENTER

Roger Emmons: Last item I have, Marlin was with me at last Thursday's County Council Meeting and when they considered a couple of additional appropriations we had. One (1) was in the amount of ninety thousand dollars ($90,000.00) and it was in Cum Cap which is a special fund. And that was to replace fourteen (14) of the most problematic heat pumps in the Judicial Center which had been determined by our vendor Harshaw Trane and our maintenance man, Brad Downing. The County Council approved our request, so I just wanting to know if you want me to go ahead and give Harshaw Trane the notice to proceed with that, with that work?

Marlin Weisheit: I don't think we actually need a motion on that, do we?

Todd Glass: Consensus.

Marlin Weisheit: Consensus? I'm fine with it as long as the other two (2) Commissioners are. It's something we're desperately need to get done. It doesn't mean we'll spend the entire ninety thousand ($90,000.00).

Roger Emmons: No, not at all.

Marlin Weisheit: It means they'll bid it out. Yeah, they'll bid it out.

Dan Saylor: (Inaudible) Okay.

Marlin Weisheit: Bid out to replace those fourteen (14) heat pumps.

Bob Johnson: I'm okay with it.

Dan Saylor: I'm good.

Marlin Weisheit: We'll go ahead with that then.

LETTER OF AUTHORIZATION FOR ESG

Roger Emmons: Oh, I'm sorry. One (1) other item came in late from Kristen Morrison, Todd's associate. And it's regarding the Letter of Authorization to Energy Systems Group, LLC, regarding the Courthouse Renovation Project. It now has included the five hundred dollar ($500.00) payment for that first phase.

Marlin Weisheit: Okay.

Roger Emmons: I don't think you need a motion.

Todd Glass: I think that was previously approved with the condition that, that compensation clause…

Roger Emmons: I just wanted to let you know (inaudible) here for Marlin's signature.

Marlin Weisheit: Okay.

Roger Emmons: Okay. Alright, thank you very much.

Marlin Weisheit: Thank you, Roger.

COUNTY ATTORNEY
ORDINANCE 2017-24
PAYMENT OF CLAIMS AND LATE FEES

Marlin Weisheit: County Attorney.

Todd Glass: Thank you, Mr. President. We have again these two (2) Ordinances, proposals on the agenda. I believe the proposed Ordinance on Auditor payment of bills and the Claims Voucher process is probably in order and still able to be read First Reading if the Commissioners wish. Again I've got copies. It can be tabled again of course. This has had a few slight revisions on it. After meeting with the Auditor, it provides for the payment by the Auditor of credit cards, utilities, and other claims before formal allowance to make sure everything's paid on time. But what I've done here is I've clarified that they have to be qualified, correct, and timely Claims for credit card payments. Qualified means for a valid expense. Correct means it follows the correct forms. And timely means that it's submitted in enough, in an amount of time ahead of the due date that the Auditor's Office can get it paid and if it's not accurate, they can work with the department or officials submitting the claim to make sure it's accurate. So that's still available to the Commissioners to approve on First Reading. Of course we would come up at the next meeting for Second and Third Reading in case there's any final questions or revisions to it. It's the pleasure of the Commissioners what you wish to do. You can certainly table it again.

Marlin Weisheit: We would just need to make a motion to approve the Ordinance number on First Reading today?

Todd Glass: On First Reading, I would, I'd briefly introduce it on First Reading. Then you could entertain that motion.

Marlin Weisheit: And you feel you've got it to where it needs to be? Right?

Todd Glass: Yeah, I think we do. On this one (1) we do.

Todd Glass: And it is amending a current Ordinance on the payment of bills and the Claims Voucher process, clarifying it better, but also providing if a Claim is qualified, it's timely submitted, and it is correct. If it doesn't get paid on time, then the Auditor is responsible for the fee. If it doesn't get paid on time but it's the fault of the person submitting the claim, then that person may be subject to the penalty and fee rather than the County. So just trying to protect the County.

Marlin Weisheit: Unless either one (1) of you Commissioners have any concerns, I'd be okay with it on First Reading tonight myself. Or we can table it for two (2) weeks.

Dan Saylor: I like the idea of bills being paid on time so...

Marlin Weisheit: What would the Ordinance number be tonight?

Kristine Georges: Next Ordinance is 2017-24.

Marlin Weisheit: '24. We just make a motion to approve that Ordinance number on First Reading.

Dan Saylor: I make a motion to approve Ordinance 2017-24 on First Reading.

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).

Todd Glass: And we'll set that for a Second and Third Reading, Mr. President, for the next meeting and again if the Auditor or the Commissioners have any questions about that, we can address it at that point in time. At least that gets the ball rolling on that one (1).

Marlin Weisheit: Thank you.

Todd Glass: And that further clarifies, I believe, the process and will be helpful for all Department Heads and Officials to know what the process is.

Marlin Weisheit: Thank you.

DISCUSSION ON ORDINANCE FOR PROCUREMENT POLICIES

Todd Glass: I don't think we're there on the Procurement Policy. But I will leave you the current draft of that, Mr. President, and the other Commissioners so that you have a hard copy of it. I need to circle back with Joe, because he's been helping with the revisions to go through the revisions that we've made. And I'll probably circle back to the auditor also to make sure all the revisions have been made there. Again this is a requirement by both the Feds and the State to have an official Procurement Policy for all purchases of goods, materials, and services. That's what it pertains to. It doesn't pertain to Public Works projects, but sets forth in detail exactly how Warrick County pays for goods, materials, and services and how the purchasing agent goes about obtaining the bids, the quotes, or the proposals for those goods materials, or services. So it's lengthy, it's very involved, rather tedious to get through, but I would recommend tabling it again to the next meeting for possibly First Reading then.

Marlin Weisheit: I'd entertain a motion to table that one (1).

Bob Johnson: Make a motion to table the Ordinance for Procurement.

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). Tabled to the next meeting.

ECONOMIC DEVELOPMENT REVENUE BOND UPDATE

Todd Glass: And if I could report, Mr. President, just a few items. We did have the Economic Development Commission meet since our last meeting. They recommended a Multi-Family Revenue Bond Preliminarily to the County Council. That was submitted to the County Council, which approved the Preliminary Resolution (2017-03) on that. Also that's merely just an initial step. In a couple months we'll hear back from them. And once we hear back from them, I will certainly let you know as we'll let the Council know about that. And they'll come back as far as the official Resolutions and actions by the Commissioners. But I wouldn't expect that until maybe November.

Marlin Weisheit: Okay. Thank you.

JUDICIAL CENTER BUILDING CORPORATION UPDATE

Todd Glass: I am working on a couple of other Ordinances and drafts to get to you. I will do also the Warrick County Judicial Center. We're still trying to get that issue resolved as best as possible.

PER DIEM FOR RESERVE OFFICERS AND AGENTS

Todd Glass: And we also have a, some new matters that have come up on our Per Diem Ordinance for Reserve Officers. I think we might need to revise that Ordinance slightly to make clear that that would include Reserve Officers and Agents, perhaps. That might be an easy solution for that.

Marlin Weisheit: Okay.

Todd Glass: I'll make some recommendations to the Commissioners on that.

Marlin Weisheit: Thank you. Anybody have any questions for Counsel? That's all you've got then for tonight?

Todd Glass: At the moment, yes, Sir.

Marlin Weisheit: Okay.

COUNTY AUDITOR
NON-CERTIFIED CLAIMS

Marlin Weisheit: County Auditor.

Debbie Stevens: Debbie Stevens, Warrick County Auditor. We have just a few Non-Certifieds. One (1) Claim for Storm Water, bottled water, twenty-one-twenty-five ($21.25). Another coffee, Storm Water, thirty-nine dollars and ninety-two cents ($39.92). And then we have one (1) that has a number of charges on it. It's a credit card payment actually. But the portion for your approval, on the Non-Certified, would be purchases of Coke, water, various candies. And that particular purchase is fifty dollars and sixty-six cents ($50.66). It's part of a total credit card claim, which is two-seventy-four-sixty-four ($274.64).

Dan Saylor: Who was that?

Todd Glass: Which department?

Dan Saylor: Which department?

Debbie Stevens: That is...

Dan Saylor: Economic Development?

Roger Emmons: Prosecutor?

Debbie Stevens: It is Economic Development. Yes.

Roger Emmons: Oh, it is Economic Development.

Debbie Stevens: And the total on all of the Claims for Non-Certified is three hundred thirty-five eighty-one ($335.81). You want to look them over? Look at them individually?

Dan Saylor: Yes, because you, you said the total was three hundred ($300.00). I've got a fifty dollars ($50.00) and thirty-one ($31.00).

Debbie Stevens: Yeah, because the credit card, we, is part of the Non-Certified.

Dan Saylor: Oh.

Debbie Stevens: The total of the credit card, even though the particular purchase is less.

Bob Johnson: (Inaudible).

Marlin Weisheit: Have any other questions? Do you want to do the Non-Certified first? Get that out of the way?

Dan Saylor: Yeah, I make a motion to pay the Non-Certified Claims, as presented.

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. That motion carries three, zero (3-0).

Debbie Stevens: Thank you.

CERTIFIED CLAIMS

Debbie Stevens: We have Certified Claims totaling one million two hundred sixty-two thousand seven hundred sixty-two dollars and ninety-eight cents ($1,262,762.98).

Bob Johnson: I 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). Thank you.

Debbie Stevens: Thank you.

(Claims are located on Pages 26 through 28 of these Official Minutes)

BIS DIGITAL RECORDING SYSTEM

Marlin Weisheit: County Engineer.

Debbie Stevens: I have one (1) more item.

Marlin Weisheit: Oh, I'm sorry, I'm sorry. You've got one (1) more item.

Debbie Stevens: That's alright. I did forward the, it's actually a software purchase that does have one (1) portion of the purchase that is contractual. It's for digital recording. It's similar to recording software that's used in like the courtrooms where you're able to bookmark and tag and put your topics in as, during the process of the meeting. And it also provides an audio recording then that can be put, put on the website. So that if people choose to listen to the meeting verses reading the minutes verbatim, they would have that option to do that. And it is soft...outside of four (4) mics that are part of the purchase, it's software. So there really is no equipment.

Roger Emmons: There's nothing in here, in hardware, as far as the current system?

Debbie Stevens: No, no hardware that, that would have to be installed. It's a simple software installation on a laptop.

Roger Emmons: Okay. Well, it's a generous offer from Debbie. I didn't realize she had the money in her funds, and that's great. I would let the Commissioners know and I think Marlin might have been here one (1) day, Ron Harper is a local contractor who's been keeping our system working. He recently came up and got, got it hooked up so the podium hooked up the power point now as well as up here. But there's a little box over here that was attached, he took it. The jest of it is that you used to be able to get replacement parts, obsolete, okay? Now it's got to the point where he can repair it. But he said he doesn't know how much longer that'll work. So I'm just giving you a heads up. We may have to go to the County Council and have Joe take some quotes on a new system in here. Maybe we can keep this. I don't know. We don't have to be, you know, vetted and have someone review it and let us know what needs to be done. But we're kind of on borrowed time on this hardware here.

Debbie Stevens: This would be completely separate from like your microphones and your, the laptops that you use in front of you, the screens that you use in front of you. It'd be simply for the recording purposes.

Todd Glass: Is there any maintenance needed? Or it, just run with it?

Debbie Stevens: There is none. No. Once it's, we'll install the software remotely. They'll help us to put it onto the laptop and the only thing we'll bring with us to the meetings would be the laptop and some small mics that will go on the tables. And then we'll take them back with us when the meeting's over.

Marlin Weisheit: Sounds like a good plan to me. Anybody have any questions?

Debbie Stevens: Thank you.

Dan Saylor: What's the cost of this, Debbie?

Debbie Stevens: I have it right here. The total cost is, the total cost that, that I'm spending to get to implement would be three thousand two hundred fifty dollars ($3,250.00). One part of that is a five hundred dollar ($500.00) annual technical support. And that would be for one (1) year only. It, it's just that we may need more assistance in the first year. First of all, to get the software installed and then any type of technical assistance that we might need until we're expert with the system. Then rather than paying a hundred and seventy-five dollars ($175.00), it's a one (1) ann...it's one (1) fee for the first year. And then after that, we would not be obligated. And that is the only contractual part of the...

Dan Saylor: Is this something you bid out or just, I mean you had a vendor that came to you and offers this service.

Debbie Stevens: Right. Several of my fellow Auditors throughout the State use this BIS System for their recording, the recording of their Commissioner and Council Meetings. So it's a company, vendor that had high credibility with several other Auditors.

Roger Emmons: And by definition it's a small purchase. It's up to the Commissioners.

Marlin Weisheit: Any other questions?

Dan Saylor: No.

Bob Johnson: I make a motion to approve the digital recording system BIS for the Auditor.

Debbie Stevens: Thank you.

Dan Saylor: Second.

Debbie Stevens: Thank you.

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).

Debbie Stevens: Thank you to all of you. I appreciate it.

Marlin Weisheit: Thank you.

(BIS Contract is located on Pages 28 through 30 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY VECTREN REIMBURSABLE AGREEMENT OAK GROVE ROAD PHASE III

Marlin Weisheit: Now we'll go to County Engineer/Highway.

Bobby Howard: Okay, first item I have is in regards to the Oak Grove Road, Phase III Project. It's a City/County Utility Reimbursement Agreement with Vectren. These are the standard INDOT Boilerplate Agreements. This agreement amount is for three hundred sixty-thousand forty-nine dollars and fifty-one cents ($360,049.51). Of that, eighty (80) percent will be reimbursed. This is because they are in their own easements in these areas. They would have to relocate. I would ask approval of this at this time.

Dan Saylor: I make a motion to approve the Vectren Reimbursement Agreement for the Oak Grove Phase III Project.

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).

(Vectren Reimbursement is located on Pages 30 through 32 of these Official Minutes)

LPA AGREEMENT BRIDGE 113

Bobby Howard: The second item I have is the, the State LPA Agreement Project Coordination Contract with INDOT for Bridge 113 Project. This is awarding us the Federal Funds for the project and I recommend approval.

Bob Johnson: I recommend approval for Bridge 113 State LPA Agreement.

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).

Bobby Howard: And this is the, the first part is to get started on the PE on that agreement.

(Bridge 113 LPA Agreement is located on Pages 33 through 36 of these Official Minutes)

BRIDGE INSPECTION SUPPLEMENTAL #1

Bobby Howard: The next contract I have is the Supplemental I for the Warrick County Bridge Inventory from 2017-2020. This is required on all of our railroad flat car bridges that are now considered fracture critical. According to INDOT, they have to have a different type of inspection because they labeled them as fracture critical. So they are added to that and again this is an eighty (80) percent reimbursed project. But the supplemental agreement is in

And to keep this project going, we have to have approval of this as well. INDOT has reviewed and approved the supplemental agreement.

Roger Emmons: Is that also eighty (80) percent?

Bobby Howard: Yes.

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

Dan Saylor: So the ninety-three thousand and change ($93,000.00) is that, that's the total project? That's not what we're responsible for?

Bobby Howard: No, the ninety-three thousand ($93,000.00) is the total increase to fractures critical from routine and...

Dan Saylor: (Inaudible) okay.

Bobby Howard: Eighty (80) percent of that is covered by the State.

Bob Johnson: Make a motion to approve the Bridge Inspection Supplemental.

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).

(Bridge Inspection Supplemental #1 is located on Pages 41 through 44 of these Official Minutes)

BELL ROAD SUPPLEMENTAL AGREEMENT #2

Bobby Howard: And the, I have two (2) more items.

Marlin Weisheit: Go ahead.

Bobby Howard: Quickly. There's a Supplemental Agreement 2. It's for Bell Road Project, the right-of-way services agreement. That agreement is four hundred twenty-four thousand five hundred fifty dollars ($424,550.00). Of that, again, eighty (80) percent is covered under the Federal Program. And this is so we can begin our right-of-way services on Bell Road from High Pointe Drive to Telephone Road.

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

Dan Saylor: I make a motion to approve the Supplemental Agreement for the Bell Road Project.

Bob Johnson: Second.

Bobby Howard: For right-of-way services.

Dan Saylor: For right-of-way services.

Bob Johnson: I'll second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

(Bell Road Supplemental Agreement #2 is located on Pages 37 through 39 of these Official Minutes)

BRIDGE 374 PAY ESTIMATE #1

Bobby Howard: And the last item I have, I have Pay Estimate #1 for Bridge 374 Vann Road over Cypress Creek. The total amount of that invoice less retention is ninety-eight thousand four hundred sixty-nine dollars and seventy-two cents ($98,469.72) at this time for Pay Estimate 1. And that is progressing smoothly and we still plan on being able to hit the October 21st deadline. And I'd ask approval of this Pay Estimate at this time.

Dan Saylor: I make a motion to pay the Pay Estimate 1 for Bridge 371 for the amount of ninety-eight thousand four hundred sixty-nine dollars and seventy-two cents ($98,469.72).

Marlin Weisheit: That's Bridge 374 isn't it?

Bobby Howard: Yes.

Dan Saylor: Oh, did I say 371? Sorry.

Bob Johnson: I'll second.

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

Bob Johnson: Aye.

Marlin Weisheit: Aye.

Dan Saylor: (Inaudible).

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

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

(Bridge 374 Pay Estimate #1 is located on Pages 39 through 40 of these Official Minutes)

COUNTY PURCHASING
COURT SERVICES LIGHTING QUOTE

Marlin Weisheit: Okay, County Purchasing.

Joe Grassman: Joe Grassman, Purchasing Manager. First item I have on the agenda tonight involves the lighting project at the Court Services Building where we're trying to improve the lighting for, for the building since it was time, was once more residence, it's a lot more of an office than anything and the lighting is not up to standards. Anyway we solicited bids. They were open and read by Roger at the August 14th meeting. I was on vacation. So it was taken under advisement. The, I just want to go real quick, the Board's legal options here and by code and pursuant to Indiana Code 36-1-12-5. You have the option of rejecting all quotes in this particular instance. And if you do reject all quotes, you may then enter into agreements for work in the open market without having to invite quotes again. So that's your options. I, I personally am going to recommend that you do reject all bids and wish that it be entered into record that the reason why I think, one (1) of the reasons that I have ascertained from talking with you gentlemen was that the one (1) bid we did receive was too high and we really don't have the money in the, to fund that particular, to fund a project of that amount at this time. So, so I would suggest that you do reject all quotes since they, since the one (1) quote we have is too high and the funds are not available. And also because you know the one (1) bid did not really give you an accurate picture of the competitive market on the lighting. So let's consider the options and this is just, I'm just kind of throwing these out there for your consideration. One (1) option would be to scale down the scope of the specifications, the scope of that particular project. And you know talk to some contractors to see if we can more or less get a price on a more scaled down version of the original project. We can buy the materials ourselves and have the installation done in house if that would be agreeable to you. Or we can, you know, buy the materials ourselves and hire another electrician to put them in. That's just three (3) options. There's others, I'm sure, out there. But that's just for your consideration. So I guess I'm asking that you reject all bids at this meeting. That all bids for the Courthouse Services Lighting Project and then we consider, go from there and look at other options.

Bob Johnson: What type of lights are these, Joe?

Joe Grassman: Well the, the original bid, they have can lighting, just like you have above your head. That's the primary lighting out there now. So the bid was to replace like thirty (30) of those and install like thirty (30) new ones. Or something on that, those aren't the exact numbers. But that was a major part of the project. You know. And there's a lot of those cam lights out there by the way. So the other part of that was there was I think three (3) or four (4) surface mounted LED four (4) foot light fixtures to be installed. I don't really know, they didn't, I don't know what you would, I, I, that's probably a hundred dollars ($100.00), hundred fifty dollars ($150.00) a piece. But I think the big thing, the big expense was in all those can lighting. Retrofitting half of them, replacing or installing new ones, and then of course the labor to do that. You know, so, I, I, I really don't think that bill was probably off. It was probably right on the money. That company, we've done a lot of business with in the past. And they're pretty accurate. I think it's just a little, a little too optimistic maybe, a little too aggressive.

Marlin Weisheit: I'm kind of in favor of rejecting it myself, and the, I might get out personally and talk to Chris. We've done a lot of work on that building but maybe we could see what his worst needs would be. Maybe this winter do a little bit in house and kind of do it gradually. Kind of get him what he needs to be. Cause he does need a little better lighting out there. But it's not an emergency. I think we've taken care of the main needs of the building so that's just my input at this time.

Bob Johnson: I make a motion to reject the bids for the lighting project.

Marlin Weisheit: Do we need to add something to that though to help you as far as the reasoning?

Joe Grassman: Well, I stated it. If you...

Todd Glass: No, it's in the record.

Joe Grassman: Yeah.

Todd Glass: I think.

Marlin Weisheit: Okay. So we have a motion to reject. Got a second?

Dan Saylor: Second.

Marlin Weisheit: Have a motion and a second to reject all bids. All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Joe Grassman: Thank you.

Marlin Weisheit: Thank you, Joe.

JUDICIAL CENTER FLOOR MAINTENANCE EQUIPMENT BIDS

Joe Grassman: Second item I have is to discuss the bids we received for a new floor cleaning and maintenance equipment for the Judicial Center. We were looking at basically three (3) pieces of equipment, two (2) major pieces of equipment, a scrubber which basically peels the floor down to the tile. Then a burnisher which you put new wax on; this buffs that up to a shine. So two (2) major pieces of equipment, oh, the third one (1) by the way is called a doodle scrub of all things. It's a small piece of equipment that's used in tight places and on like, around commodes in the bathroom floors and what not. So, I gave you all a spreadsheet and the machines I'm going to recommend for purchase are highlighted in yellow. The first one (1) is the, the scrubber. And as you see, I've highlighted the Tennet T-300, six thousand eight hundred and fifteen dollars and eighty-five cents ($6,815.85). It was the cheap, it was cheaper than any of the competitors but it did, it was, the same company that bid the sixty-eight-fifteen-eighty-five ($6,815.85) Gem Chemical bid a different machine, a Nobles SS-300, which was cheaper. But I'm still going to recommend the Tennet T-300 and I'll tell you why. It's because we demoed all three (3) of these, all these machines and the Tennet T-300 was by far more effective and more, and more superior machine than any others. And you could see it. And we was witnessed by Roger and the maintenance, custodial ladies across the street. And the reason for that is, is because it, this machine has, can produce one hundred nine (109) pounds of pressure on the, on the pad or the, the, what else do they call it?

Roger Emmons: The head?

Joe Grassman: Yeah, the pad head or...

Roger Emmons: Scrubbing pad.

Joe Grassman: Yeah. The nearest other machine to that is one of the competitors and they can produce sixty-nine (69) pounds of force on that pad. So we saw firsthand how big a difference that forty (40) more pounds makes. Make a huge difference. So I'm going, I'm going to recommend for the scrubber that we, you purchase the Tennet T-300. As far as the burnisher, all those machines that were bid were all equal and specifications and quality. Just so happens that Gem Chemical, since we asked for the price, to get prices of not only new but demo machines, they, they have a demo that they're willing to sell. It's only, it only has two (2) or three (3) hours on it. And it's forty-eight-forty-eight-seventeen ($4,848.17) compared to fifty-one hundred dollars ($5,100.00) for the next closest competitors price. So I'm going to recommend the Nobles, Gem's Nobles Speed Gleam 5 burnisher machine at a price of four thousand eight hundred forty-eight dollars and seventeen cents ($4,848.17). Finally, again, you know, we, we demonstrated this, it's called a square scrub, doodle scrub. The ladies that demon...that did the dem...you know took part in the demonstration. Our custodial staff, they were thrilled to death with this machine. They, they, they, they stated that it could actually access more hard to get to places than a lot, than anything they have. It works on bathroom tile floors. It works on steps, which they don't have anything else that can do steps and this time. And this machine will do them. So they, they were, they're really high on this machine. And we talked to them this afternoon and just you know to get more input from them. But if you choose to purchase that machine, I would, I would go with Protect-All's bid of six hundred and twenty-two dollars and sixty-eight cents ($622.68). Just briefly, all three (3) companies, I don't know that you would, would you, I don't know if you would do a lease purchase on the doodle scrub. But on the other two (2) machines, Gem does have leasing options. Between, purchase between two and twenty-five thousand dollars ($2,000.00-$25,000.00) they offer a point zero three (.03)...excuse me. Point zero-three-zero-seven-'o (.03070) percent interest rate on their, on that equipment the other two (2). We're pretty much equal to that thought. That leasing option is out there if you're interested. So, and all the machines are basically three (3) to five (5) days. So they're basically in stock.

Roger Emmons: The reason that we looked into this is the current machine that they're using is shot. It's on its last legs. It's a nineteen (19), twenty (20) years old. It gets used a lot. And they're just, they're to the point you can't even repair them. So that's why we looked into it. If the Board were to approve these, I think the little doodle scrubber, we could find the money to buy that outright. For the other two (2) item, the bigger ticket items, the scrubber and the burnisher, in looking at budgetary status reports. In your Courthouse budget, you have an equipment line item that has zero (0) dollars in there, which is not unusual. You know we didn't budget for it because we didn't think of it in time for this year. I don't, I don't know as that equipment will last until next year. So at this time if you'd want to buy it outright, we're either going to have to look to going to the County Council for a transfer or for an additional. And, but if we use, if we looked at the lease purchase, we have sufficient funds in the Commissioners' Contractual Services where we could, because we'd end up with a lease agreement that we could pay for that, at least starting out. Maybe get it down to a point where we could eventually purchase it outright. We'd have to check the terms of the lease. But you know if you're going to do a good job on cleaning the Judicial Center, you've got to have good equipment. And you know, these are, since the original ones were purchased, of course the prices have gone up. They weren't near this much back in '98-'99 when they first looked at them. So that's my two cents ($0.02).

Joe Grassman: I just want, I forgot to mention that Gem Chemical will all, you know, is gonna give us trade in allowance on those old machines of three hundred fifty dollars ($350.00).

Dan Saylor: That's what I was thinking.

Bob Johnson: How many machines do we have over there now?

Marlin Weisheit: We have two (2), don't we?

Joe Grassman: Yeah, we have an old scrubber and old burnisher.

Marlin Weisheit: And that's the reason we looked into this. I don't think none of us was happy with the way the floors was being maintained over there at the Judicial Center. And we just don't have the proper equipment. And if we redid those and put batteries in them, you're going to spend a lot of money on just getting them up in shape. So it's probably time.

Dan Saylor: Very expensive. So how are these powered? Are these propane or battery?

Joe Grassman: They're battery operated. Self-propelled, battery operated.

Dan Saylor: Okay.

Marlin Weisheit: Yeah.

Joe Grassman: By the way, the total purchase if you take both those machines that I recommended plus the trade in is eleven thousand three hundred and fourteen dollars and two cents ($11,314.02). That's what you'll need to come up with.

Roger Emmons: I had eleven six-sixty-four-'o-two ($11,664.02). Maybe my addition...?

Dan Saylor: That's with the, is that with the doodle scrub?

Roger Emmons: Did you include...?

Joe Grassman: No.

Roger Emmons: I didn't either. I just, sixty-eight fifteen eighty-five ($6,815.85) and forty-eight-forty-eight seventeen ($4,848.17)?

Joe Grassman: Less three-fifty ($350.00).

Roger Emmons: Oh, I'm sorry. I didn't count the trade in.

Joe Grassman: Yeah.

Dan Saylor: Less three-fifty ($350.00) or less three hundred ($300.00)?

Roger Emmons: Three...I think he said three-fifty ($350.00).

Joe Grassman: Oh, I'm sorry. You're right. It is three hundred ($300.00).

Dan Saylor: I wrote down three hundred ($300.00).

Joe Grassman: It is three hundred ($300.00). No, it isn't. It's three-fifty ($350.00).

Roger Emmons: It says three-fifty ($350.00).

Joe Grassman: It's two-fifty ($250.00) and one hundred ($100.00). It's three-fifty ($350.00).

Dan Saylor: Three-fifty ($350.00).

Joe Grassman: Yeah. I'm seeing things here.

Marlin Weisheit: Roger, you say we do have funds on the lease agreement that you think we'll be okay on?

Roger Emmons: I think we would be okay with that.

Marlin Weisheit: And the interest is very minimal, I'd have to say that. The lease purchase if probably just a good a deal. Any other questions? Well, I'd entertain a motion or to table. Either way.

Dan Saylor: Is this something that Brad has come to you with saying we need this?

Roger Emmons: No, Brad doesn't use these.

Joe Grassman: Well, I have...

Marlin Weisheit: This is for the custodians.

Dan Saylor: The custodians? (Inaudible) useable.

Marlin Weisheit: They haven't used those machines for probably for over a year. They won't. The batteries are shot. We'd have to replace the batteries. I think it's been well over a year since they've been in use. That's why. You want to table it for two (2) weeks so you can put some thought into it? Go over, look at them yourself?

Dan Saylor: What do you think, Bob?

Bob Johnson: I think we should table it. Take a look at what we've got over there. See if, I don't know. What would batteries cost? I mean, is there a better way? I don't know.

Dan Saylor: Are they not using it because of the batteries or they not using it...?

Bob Johnson: I know that batteries in the one (1) I just bought last three (3) hours. They don't last a long time.

Marlin Weisheit: Yeah.

Joe Grassman: I don't know a lot about, I just kind of got in on the, you know, getting the bids and doing the demos and what not. But I think they were talking about the scrubber has, leaves water, it doesn't lift the water off the floor.

Roger Emmons: Yeah, (inaudible)

Joe Grassman: You lay it down, you pick it up, and it just leaves it slick.

Marlin Weisheit: Last time they used it they had a full charge on it and they got down the floor and they had to pull it back down to the maintenance room because the battery just don't look like any old battery. Yeah, they're several years old. I'd entertain a motion to just table for two (2) weeks so you guys can research, put some thought into it. Look over the lease purchase. And, Roger, you come up with it before next meeting then, what, a purchase price will be on a lease. How much our monthly payments will be. And make sure we have adequate funds, is that okay with you guys then?

Roger Emmons: That'd be good. I know you had mentioned that your company, you'd, you'd purchased one (1) for a lot less.

Bob Johnson: Um hum.

Roger Emmons: Maybe we can get the information from you as to what you purchased. I think it'd be a good idea if we have Brian Magazine come up and, and meet with Bob and Dan on site to take a look at those.

Joe Grassman: Sure.

Roger Emmons: Get his input.

Dan Saylor: Yeah.

Roger Emmons: That be okay with you?

Joe Grassman: I'm sure he'd be glad.

Bob Johnson: You knew the guy who, the people that I used.

Roger Emmons: Gem Chemical? Brian Magazine. Yeah. Well, he'll know then.

Bob Johnson: What I purchased is not on this list.

Roger Emmons: Right. (Inaudible).

Marlin Weisheit: I just know we need to do something in the near future so they can adequately maintain the floors over there the way we expect them to be maintained.

Dan Saylor: Let's give it two (2) weeks. Motion that we table it to the next meeting in two (2) weeks.

Marlin Weisheit: Okay, well, and Joe, thanks. We've got a motion.

Bob Johnson: Yeah.

Marlin Weisheit: And a second. All in favor?

Bob Johnson: Aye.

Marlin Weisheit: Aye.

Dan Saylor: Aye.

Marlin Weisheit: Motion carries three, zero (3-0) to table it for two (2) weeks. Joe, thanks for getting this all together. And that will give us a chance to go over it a little bit more.

Joe Grassman: No problem.

Roger Emmons: Okay.

Marlin Weisheit: Feel more comfortable making a decision. Thank you.

Roger Emmons: That's fine. Alright. Thank you.

OFFICE DEPOT STORE PURCHASING CARD

Joe Grassman: And finally, I'm asking the Board to approve an Office Depot Store Purchasing Card. It's not a credit card. It just provides the County Offices and Departments the convenience and advantages of shopping at a retail level, just, and that, just, just minutes away. You can, you know, for instance they might want to actually see before they purchase it, but to get a better idea of exactly, that it is exactly what they want, one (1) thing or another. If they have an emergency and need something that day. They can run down there and get it. Since it's not a credit card, it's simply, basically and ID. It tells the store that this person is an employee or an agent of Warrick County. He has the

card so go ahead and you know sell him whatever he wants or she wants. Then bill the County the way you would bill them if they ordered on the phone or on the internet. So, I have an application. I don't know, Todd, did you...?

Todd Glass: Yeah, the application is fine. I just would caution the Commissioners to know who's going to use it. Will it be with Joe? Will Joe be keeping track of it and who's using it? Or just make sure you know what the policy is as far as use.

Joe Grassman: And, and we don't have one (1), we'll have to establish something.

Marlin Weisheit: Anybody have any other questions? I don't have a problem with it myself. We need to make a motion on that, Todd? Probably wouldn't hurt would it?

Todd Glass: Probably not. Maybe to approve the Purchasing Agent to acquire one (1) on behalf of the County.

Marlin Weisheit: Okay.

Joe Grassman: Okay.

Todd Glass: And have it with Joe, at least for now.

Joe Grassman: Alright. Well, it asks for a signature. I assume it means Marlin.

Marlin Weisheit: I'll be glad to sign it.

Joe Grassman: Okay, alright.

Marlin Weisheit: And we can keep it between the Commissioners' Office and you if we approve it.

Joe Grassman: Okay, sure.

Dan Saylor: I make a motion to get a purchase, or an instore purchasing card from Office Depot and for our purchasing.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Joe Grassman: Okay.

Marlin Weisheit: Thank you, Joe. Appreciate it.

Joe Grassman: Yeah, thank you.

(Office Depot Purchasing Card is located on Pages 40 through 41 of these Official Minutes)

COUNTY SHERIFF

Marlin Weisheit: Chief Wilder, you have anything from the Sheriff's Department? Okay. And is the new alarm system, is it pretty well finished? I know, I think we did get an insurance check today, didn't we, Roger? So that...

Roger Emmons: Yes, we did.

Mike Wilder: Chief Deputy Mike Wilder, Sheriff's Office. Yes, it's all been installed and everything's up and running and I believe the insurance came in and the County Auditor has it. Just get lined up what line item to put it in so we can get it, get the bill paid.

Marlin Weisheit: We'll pay that claim then. Okay, thank you.

Mike Wilder: Appreciate it.

Dan Saylor: Thanks, Mike.

COMMISSIONER ITEMS FOR DISCUSSION

Marlin Weisheit: Commissioner Johnson?

Bob Johnson: I have nothing, thank you.

Marlin Weisheit: Mr. Saylor?

Dan Saylor: I have nothing.

Marlin Weisheit: If not, I'd entertain one (1) more motion.

Dan Saylor: I make a motion to adjourn.

Bob Johnson: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 5:15 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

2017R-007911
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
09/13/2017 2:35 PM
REC FEE: 0.00
PAGES: 2

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2017-21
PC-R-17-06

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 R2-B Multi-Family zoning ____ as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate:

Lot 74 in Lexington Subdivision, a Planned Residential Unit Development as per the plat thereof recorded in Document Number 2006R-014481 in the Office of the Recorder of Warrick County, Indiana, being part of the Northwest Quarter of Fractional Section 6, Township 7 South, Range 8 West of the 2nd P.M., lying in Ohio Township, Warrick County, Indiana and being more particularly described as follows:

Commencing at a 1" I.D. iron pipe at the Northeast corner of said Quarter Section; thence along the East line of said Quarter Section South 00 degrees 04 minutes 00 seconds East 448.47 feet; thence South 90 Degrees 00 Minutes 00 Seconds West 30.00 feet to a point on the West Right-of-Way of Yamada Road and the Northeast Corner of Lot 74 in said Lexington Subdivision and the Point of Beginning; thence along the east line of Lot 74

1st: South 00 Degrees 04 Minutes 00 Seconds East 229.54 feet to the southeast corner Lot 74; thence along the South line of said Lot 74

2nd: South 90 Degrees 00 Minutes 00 Seconds West 319.76 feet to the southwest corner of said Lot 74; thence along the west line of said Lot 74

3rd: North 00 Degrees 00 Minutes 00 Seconds West 229.54 feet to the Northwest corner of said lot 74; thence along the north line of Lot 74

4th: North 90 Degrees 00 Minutes 00 Seconds East 319.49 feet to the point of beginning, containing 73368 square feet or 1.684 acres more or less.

which real estate is now zoned and classified as part of the R2-B 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 R2-B District to said PUD-PC-20 District.

Section 2. All Ordinance 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.

Section 4. The subject property herein rezoned shall be used and developed only in accordance with the use and development commitment which is attached hereto and incorporated herein and no improvement location permits shall be issued until the petitioner records said use and development commitment in the office of the Recorder of Warrick County, Indiana.

President

Member

Member
BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

ATTEST:

County Auditor

9/13/17
Date Approved

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2017-22
PLAN COMMISSION DOCKET # PC-R-17-10

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 "A" Agricultural, as shown on said Warrick County Zoning District Maps be amended as to "C-4" General Commercial amended to the following described real estate:

Part of the East Half of the Southeast quarter of Section 23, Township 6 South, Range 9 West in Ohio Civil Township, Warrick County, Indiana and more particularly described as follows:
Commencing at the Northeast corner of the Northeast corner of the East half of the Southeast quarter of said section; thence South 00 degrees 22 minutes 7 seconds West a distance of 666.87 feet to the point of beginning; (being the Northeast corner of the South half of the East half of the Southeast quarter); thence continue South 00 degrees 22 minutes 07 seconds West along the East line of half quarter section a distance of 656.93 feet to the Southeast corner of the East half of the Southeast quarter of said section 23; thence South 89 degrees 54 minutes 27 seconds West a distance of 40.09 feet to the West right-of-way line of Libbert Road ; thence South 00 degrees 04 minutes 15 seconds W along said right-of-way a distance of 60.00 feet; thence South 13 degrees 30 minutes 57 seconds West along said right-of-way a distance of 329.85 feet to the center line of Jonathan-Edwards Ditch; thence North 58 degrees 01 minute 47 seconds West along the centerline of said ditch a distance of 460.10 feet; thence North 73 degrees 52 minutes 23 seconds West along centerline of said ditch a distance of 501.70 feet; thence North 87 degrees 43 minutes 37 seconds West along the centerline of said ditch a distance of 340.75 feet to the West line of the East half of the Southeast quarter of said section 23; thence North 00 degrees 04 minutes 44 seconds West along the West line thereof a distance of 550.93 feet to the Northwest corner of the South half of the East half of the Southwest quarter of section 23; thence South 89 degrees 42 minutes 17 seconds East a distance of 1311.64 feet to the place of beginning and containing 20.34 acres more or less.

Subject to all rights-of-way and easements of record.

Which real estate is now zoned and classified as part of the "A" Agricultural 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 "A" Agricultural District to said "C-4" Residential 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.

2017R-007912
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
09/13/2017 2:35 PM
REC FEE: 0.00
PAGES: 2

President

Member

Member

BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

ATTEST:

County Auditor

9/13/17

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

PAT BROOKS RECORDER DOCUMENT NUMBER 2017R-007912 PAGE: 2 OF 2

COPY

2017R-007941
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
09/14/2017 10:05 AM
REC FEE: 0.00
PAGES: 1

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2017-23

PLAN COMMISSION DOCKET # PC-R-17-08

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, 2002, and made a part of said Ordinance, be and the same are hereby amended as follows:

That the boundaries of the R-1A District as shown on said Warrick County Zoning District Maps, be amended so as the following described real estate, Part of the Northwest Quarter of the Southwest Quarter of Section 32, Township 6 South, Range 6 East, Ohio Township, Warrick County, Indiana, more particularly described as follows: COMMENCING at the Southwest Corner of said Quarter Quarter section; thence North 00° 00' 00" East, along the West line thereof, 935.08 feet; thence North 90° 00' 00" East - 311.67 feet to the POINT OF BEGINNING; thence North 90° 00' 00" East - 331.67 feet to the centerline of Stacer Road; thence North 00° 00' 00" East, along said centerline, 131.33 feet; thence South 90° 00' 00" West - 331.67 feet; thence South 00° 00' 00" West - 131.33 feet to the POINT OF BEGINNING and containing 1.000 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, as that said above described real estate shall be and the same is hereby rezoned and reclassified from said _____ District to said C-4 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

9/14/17

Date Approved

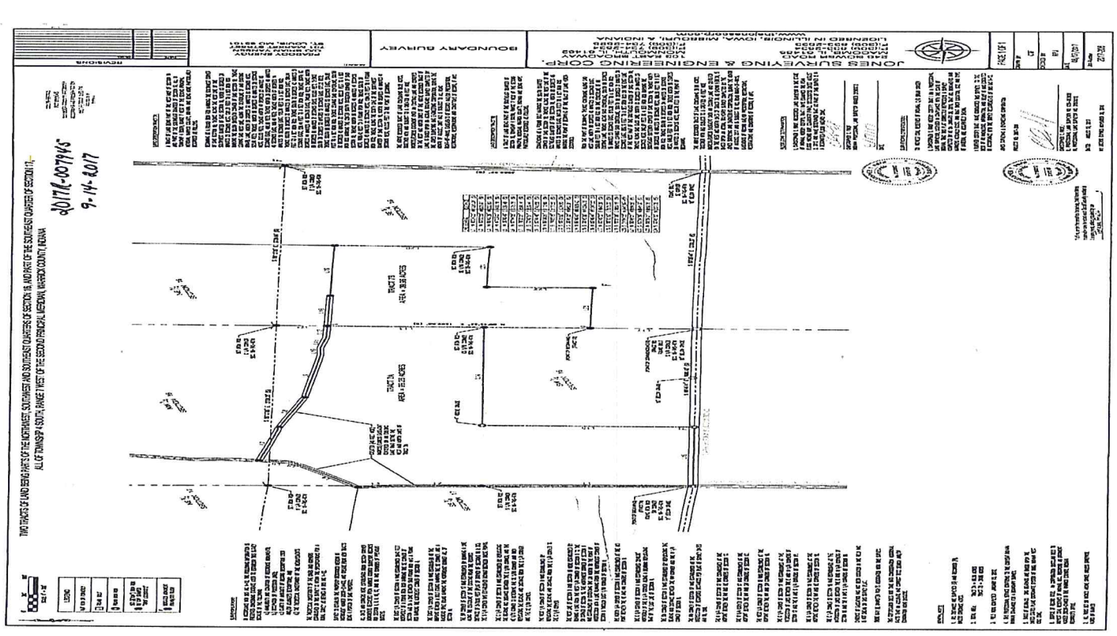
I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Signature

WILLIAM Y. BIVINS, PE-PS
Printed Name

This document prepared by: WILLIAM Y. BIVINS, PE-PS, 10879 OAK GROVE ROAD, NEWBURGH, IN 47630

PAT BROOKS RECORDER DOCUMENT NUMBER 2017R-007941 PAGE: 1 OF 1



PP-17-13 (3)

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

August 1, 2017

Warrick County Engineer
Attention: Bobby Howard, PE
107 W. Locust Street, Suite 208
Boonville, IN 47601

Re: No Road Improvements Request Letter
Replat of Lot 8 North Warrick Industrial Park Section 1
Morley Project #9716.4.002-B

Dear Bobby:

On behalf of Delta Properties, LLC we ask that this project require no road improvements. The project will access the existing county road via a new commercial drive.

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

Sincerely,

James E. Morley, PE, PS
Managing Engineer

Encl: Primary Plat

cc: File

J:\9000s\9700-9799\9716\Civil 3D\Documents\Major Sub Documents\9716 No Road Improvements Letter.docx

JAMES E. MORLEY REGISTERED No. 10100250 STATE OF INDIANA PROFESSIONAL ENGINEER 8-1-17

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 9/13/17

PP-17-14 (2)

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

FILED
AUG 0 1 2017
WARRICK COUNTY
AREA PLAN COMMISSION

August 1, 2017

Warrick County Engineer's Office
Attn: Bobby Howard, P.E.
Courthouse - Room 208
Boonville, IN 47601

Re: Baywater at Berkshire
No Road Improvements Request Letter
Morley Project # 10213.4.001B

Dear Bobby:

On behalf of Maken Corporation, we ask that this project require no road improvements to Oak Grove Road. Oak Grove Road currently does not have the minimum through traffic volume to meet MPO auxiliary lane warrants.

If you have any questions or comments, please let us know

Thank you,

Jeramy Elrod, Civil Staff Engineer

cc: File

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 9/13/17

PP-17-15 (4)

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

FILED
AUG 0 1 2017
WARRICK COUNTY
AREA PLAN COMMISSION

August 1, 2017

Warrick County Engineer
Attention: Bobby Howard, PE
107 W. Locust Street, Suite 208
Boonville, IN 47601

Re: No Road Improvements Request Letter
Park Place Phase V PUD
Morley Project #5063.4.010-B

Dear Bobby:

On behalf of Maken Corporation, we ask that this project require no road improvements. The project will access the existing county road via new commercial drives.

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

Sincerely,

James E. Morley, PE, PS
MANAGING ENGINEER

Encl: Primary Plat

cc: File

J:\5000s\5000-5099\5063\Park Place 5 PUD\Civil 3D\Documents\PUD Rezoning\5063 No Road Improvements Letter.doc

JAMES E. MORLEY REGISTERED No. 10100250 STATE OF INDIANA PROFESSIONAL ENGINEER 8-1-17

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 9/13/17

Warrick County Commissioners

Marlin Welsheit *Dan Saylor* *Bob Johnson*

Warrick County Commissioners'
Resolution No. 2017 - 16

ADOPTING THE WARRICK COUNTY MULTI-HAZARD MITIGATION PLAN

WHEREAS, Warrick County recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted multi-hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, Warrick County participated jointly in the planning process with the other local units of government within the County to prepare a Multi-Hazard Mitigation Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Warrick County Commissioners hereby adopt the Warrick County Multi-Hazard Mitigation Plan as an official plan; and

BE IT FURTHER RESOLVED that the Warrick County Department of Homeland Security will submit on behalf of the participating municipalities the adopted Multi-Hazard Mitigation Plan to the Indiana Department of Homeland Security and the Federal Emergency Management Agency for final review and approval.

ADOPTED THIS 11th Day of September, 2017.

WARRICK COUNTY COMMISSIONERS

Marlin Welsheit, President

Dan Saylor, Vice President

Robert H. Johnson, Jr., Member

Attested by: Deborah K. Stevens
Deborah K. Stevens
Warrick County Auditor

Warrick County Claims for Payment

Steve Sherwood	$	39.92
Posey's Market	$	21.25
Fifth Third Bank **(Paid to avoid late fee.)**	$	274.64
Grand Total:	$	335.81

Marlin Welsheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

Warrick County Claims for Payment

ACKERMAN OIL CO INC	$	2,145.21
AIGNER HARDWARE	$	832.91
AIRGAS USA, LLC	$	600.03
ALEXANDER NEWBURGH CHAPEL	$	200.00
AMERICAN GREASE & SEPTIC LLC	$	982.50
ARAB	$	45.00
AXIS FORENSIC TOXICOLOGY	$	250.00
B-HIVE PRINTING	$	84.80
BEST ONE TIRE & SERVICE	$	5,114.75
BOONVILLE LAWN AND GARDEN INC.	$	17.64
BUMPER TO BUMPER / BTB CHANDLER	$	47.63
CARTER LUMBER CO	$	198.61
CDW GOVERNMENT, INC.	$	2,068.35
CRS ONE SOURCE(DIAFDS)	$	2,271.74
EAST PINES ANIMAL CLINIC INC	$	4.64
ENGINEERING INNOVATIONS	$	1,184.81
EQUIPMENT MARKETING COMPANY	$	1,217.56
ERB EQUIPMENT COMPANY	$	620.73
EROSION RESOURCES & SUPPLY	$	252.00
EVIDENT, INC.	$	83.81
FARM BOY FOOD SERVICE	$	3,022.21
FORTERRA PIPE & PRECAST-MIDWEST REG US	$	3,188.42
GEM CHEMICAL COMPANY, INC.	$	1,438.85
GENERAL RUBBER AND PLASTIC INC	$	44.70
HARDY BRAKE & ELECTRIC CO.INC.	$	164.97
HERR'S BODY SHOP	$	1,561.20
HUTSON, INC.	$	29.96
I.T.I.	$	270.00
IDENTITY AUTOMATION, LP	$	1,657.00
IMPCO	$	531.11
J & J SUPPLY, INC.	$	2,458.90
KENWAY DISTRIBUTORS INC	$	220.00
LACAL EQUIPMENT, INC.	$	224.52
LAW CHEVROLET BUICK PONTIAC	$	63.42
LAWMAN SECURITY AND COUSULTING LLC	$	140.00
LAWSON PRODUCTS, INC	$	430.96
LEWIS BROS BAKERIES, INC	$	202.80
MCKESSON MEDICAL-SURGICAL INC.	$	433.73
MEUTH CONSTRUCTION	$	1,765.00
MEYER TRUCK EQUIPMENT	$	86.21
MOUNTS ELECTRIC INC.	$	735.84
MUTUAL OF OMAHA	$	7,479.05
NIX SANITARY SERVICE	$	140.00
OFFICE DEPOT, INCORPORATED	$	476.77
ONYETT FABRICATORS, INC.	$	1,425.00
PC QUEST	$	179.99
PHOENIX LOSS CONTROL, INC	$	438.75

PLUMBERS SUPPLY CO INC	$	391.82
PTS OF AMERICA, LLC	$	1,687.50
QUILL CORPORATION	$	111.89
RUDOLPH BROTHERS	$	1,395.50
RUXER TRUCK CENTER	$	281.73
SENTINEL OFFENDER SERVICES LLC	$	340.40
SIEGELS	$	87.59
SIGNS BY DESIGN	$	103.50
SOUTHEASTERN EQUIPMENT CO.,INC	$	197.55
SOUTHERN IN IMAGING CONSULTING	$	120.34
ST VINCENT EVANSVILLE MEDICAL	$	60.91
STERNBERG INTERNATIONAL INC	$	861.37
TEAMSTERS LOCAL # 215	$	615.00
THE LANG COMPANY	$	19.68
TRI-STATE LIGHTING & SUPPLY CO INC	$	160.49
TRI-STATE REPORTING, INC.	$	477.35
UNIFIRST CORPORATION	$	10.00
WABASH FOODSERVICE	$	3,746.95
WABASH VALLEY SERVICE CO	$	26,174.88
WARRICK AUTOMOTIVE SUPPLY	$	1,529.60
YESTERDAZE, INC.	$	75.80
ZIEMER EAST CHAPEL	$	200.00
ALPHA LASER SERVICES	$	366.17
BELSSINGER, CLETUS & GILBERT	$	1,317.49
BOONVILLE NATURAL GAS CORP.	$	231.98
BOONVILLE UTILITIES	$	2,294.30
BRENTWOOD SPRINGS	$	42.50
BRETT M ROY	$	2,656.25
CHANDLER UTILITIES	$	20.39
COMMONWEALTH PAIN ASSOCIATES	$	35.00
CONNECTIONS SIGN LANGUAGE INTPRTG INC.	$	100.00
DAVID HEAL	$	160.16
DEBBIE DRAKE	$	280.48
DIANE ALEXANDER	$	1,375.58
DORIS HORN	$	50.00
FERGUSON, KELLY	$	126.48
FIRST BANKCARD	$	37.81
GEM CHEMICAL COMPANY, INC.	$	97.66
HEALTHPORT	$	54.78
HOOSIER BUSINESS MACHINES INC.	$	168.58
INDIANA STATE BAR ASSOCIATION	$	304.00
JACY L GOWEN	$	871.14
JEFF WILLIS	$	50.00
JEFFREY L VALIANT	$	50.00
JILL ROBINSON	$	400.00
KATIE GENTRY	$	604.12
LAW OFFICE OF JONATHAN M YOUNG	$	2,656.25
LOCHMUELLER GROUP	$	13,148.59
LONG & MATHIES LAW FIRM, P.C.	$	4,427.09

MAKEN CORPORATION	$	1,525.00
MARK K. PHILLIPS, PC	$	2,656.25
MARTIN & MARTIN, INC.	$	5,364.00
MELODY NELSON	$	190.00
MIKE MOESNER	$	50.00
MIKE WINGE	$	50.00
MORRIE DOLL	$	734.25
MULZER CRUSHED STONE, INC.	$	53,486.65
NEOPOST POSTAGE ON CALL	$	1,000.00
OFFICE DEPOT, INCORPORATED	$	121.05
PSC	$	157.27
RICOH USA INC	$	50.76
ROBIN GREENLEE (CDFC)	$	405.00
SHERRY SMITH	$	2,656.26
SOUTHWESTERN BEHAVIORAL HEALTH CAR INC	$	27.21
SQUEAKY CLEAN	$	15.00
SRI INC	$	675.00
ST. VINCENT FINANCIAL SERVICES	$	250,000.00
STAPLES CREDIT PLAN	$	100.55
TERRY W. DAYVOLT	$	50.00
THE LANG COMPANY	$	716.44
TINA BAXTER	$	50.00
TRI-STATE REPORTING, INC.	$	350.80
TYLER TECHNOLOGIES, INC	$	19,230.00
U.S. BANK	$	70.08
VAN AUSDALL AND FARRAR	$	55.80
WINSETT, ZACH	$	442.22
XEROGRAPHIC BUSINESS SYSTEM	$	32.75
ALPHA LASER SERVICES	$	66.51
AMERICAN STRUCTUREPOINT INC	$	23,959.33
ARAB	$	165.00
BRETT W KRUSE	$	339.80
JARRETT BUSING	$	79.98
CITY OF BOONVILLE	$	199.00
CLARK DIETZ, INC.	$	22,417.00
CLERK - WARRICK COUNTY SUPERIOR COURT	$	62.50
COURTNEY PERSOHN	$	200.00
TEAMSTERS LOCAL #215	$	2.00
DAVID SHIPP	$	334.00
DIVISION OF CHILD SUPPORT	$	104.00
EVER-CLEAN SERVICES, INC.	$	195.00
FERGUSON, KELLY	$	100.76
FIRST BANKCARD	$	452.83
GAIL MORAN	$	60.00
GUY GENTRY	$	50.00
HOOSIER BUSINESS MACHINES INC.	$	114.88
INDIANA AUDITORS' ASSOC	$	400.00
INSTITUTE OF POLICE TECHNOLOGY AND MANAG	$	1,095.00
JANET METZGER	$	60.00

JEFF WILLIS	$	100.00
JEFFREY L VALIANT	$	100.00
JENNIFER GOBER	$	71.72
JOSHUA S & ANGEL D ROHRSCHEIB	$	35,017.25
KELLER SHROEDER	$	2,761.00
KEVIN SCOTT SR/S&S TREEMASTERS	$	5,000.00
LAWTON WILBANKS	$	60.00
METZGER CONSTRUCTION CO INC.	$	35,926.25
MIKE MOESNER	$	50.00
MIKE WINGE	$	50.00
MULZER CRUSHED STONE, INC.	$	4,459.03
O'RISKY EXCAVATING	$	42,441.53
OFFICE DEPOT - CREDIT PLAN	$	119.98
PATRICIA GRIFFIN	$	60.00
PATRICIA WILBANKS	$	60.00
PAUL WEINZAPFEL	$	150.00
RICOH USA INC	$	56.51
ROADSAFE TRAFFIC SYSTEMS INC	$	33,841.74
SABRE INVESTMENTS, LLC	$	8,313.21
SAMANTHA SCHU	$	139.04
SHARON A JAMES	$	186.56
SHEPHERD INSURANCE	$	922.50
SHERATON INDIANAPOLIS-KEYSTONE	$	1,112.00
SPENCER COUNTY CLERK	$	30.00
SPRINT	$	1,520.60
SRI INC	$	1,304.16
STOLL KEENON OGDEN PLLC	$	13,302.50
TERRY W. DAYVOLT	$	50.00
THE LANG COMPANY	$	121.07
THOMSON REUTERS	$	882.88
TRACI WILLIAMS	$	200.00
TRI-STATE REPORTING, INC.	$	1,116.18
U.S. BANK	$	132.52
U.S. POSTMASTER	$	3,185.00
UNIFIRST CORPORATION	$	250.00
US BANK EQUIPMENT FINANCE	$	60.05
VANESSA BASTIN	$	60.00
VECTREN ENERGY DELIVERY	$	22,402.43
VERIZON WIRELESS	$	120.04
WARRICK CO. SOLID WASTE MGMT DISTRICT	$	221.00
WARRICK COUNTY TREASURER	$	1,300.00
WARRICK PUBLISHING CO	$	133.68
WARRICK WELLNESS PATHWAYS	$	11,875.30
WEINZAPFEL, PAUL	$	477.18
YOUNG, MATTHEW	$	85.00
ALPHA LASER SERVICES	$	75.29
ASSOC IN PROSECUTING ATTORNEYS	$	200.00
ASSOCIATION / INDIANA COUNTIES	$	120.00
BOONVILLE WATERWORKS	$	779.04

FIRST BANKCARD	$	5,432.19
JOSEPH SCHITTER	$	250.96
KAUFMAN, MITZI	$	10.01
KEVIN SCOTT SR/S&S TREEMASTERS	$	10,000.00
LIDDLE, MATTHEW	$	285.97
MEDICAL BENEFITS ADMINISTRATORS, INC.	$	167,991.63
METZGER CONSTRUCTION CO INC.	$	336,851.54
PAT BROOKS	$	146.53
PATRIOT ENGINEERING & ENVIRONMENTAL INC	$	429.82
SARAH E REDMAN	$	28.50
SPRINT	$	1,042.58
TIME WARNER CABLE	$	178.29
TRI-STATE FIRE PROTECTION INC.	$	502.00
UNIFIRST CORPORATION	$	64.48
VECTREN ENERGY DELIVERY	$	413.73
Grand Total:	$	1,262,762.98

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, September 11th, 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: $1,262,762.98 Dated this 11th day of September, 2017.

Debbie Stevens, Auditor of Warrick County

Marlin Weisheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

BUSINESS INFORMATION SYSTEMS, INC.
1350 N.E. 56th Street, Suite 300
Ft. Lauderdale, FL. 33334

BIS Digital – DCR2 Integrated Solution(s)

Account Warrick County (IN)
Quote Number Q-801029-7.28.2017
Opportunity Name: DCR2 Portable, Warrick County (IN)

Thank you for allowing BIS Digital, Inc. to present our current proposal for the product supply, installation and training of our Digital Conference Recorder (DCR2), multi-channel recording solution. BIS Digital's ability to design and implement a fully integrated A/V workflow solution around the DCR2 standardized product family makes BIS unique. BIS provides a total turnkey solution based upon the requirements of our users that include design and planning, installing, programming, training with on-going support and service.

BIS Digital Overview:

BIS was founded in 1982 and is headquartered in Ft. Lauderdale, Florida. BIS direct sales and service representatives are in Florida, Michigan, Ohio, Indiana, Tennessee, Georgia, Alabama, South Carolina, North Carolina, Virginia, West Virginia, Kentucky, Maryland, District of Columbia, Arkansas, Texas and the Caribbean. Our primary business are solutions focused within the Judicial & Courtroom Management, Meeting Management within the City - County – State Governments; Public Safety, Law Enforcement and Emergency Operations Management.

Since 1982, BIS Digital, Inc. as our core business "captures the record" with our DCR2, digital AV recording software for city, county and state meeting rooms, along with providing other customized software, hardware and multi-media solutions. BIS also provides the ability for voice, video, presentations and virtual Video Conference participation into or out of the room and into the captured digital recording. BIS Solutions, from concept to completion, use Audio Video Integration, Digital Sound Systems, Camera Video, Live Broadcast & CATV Production, Enterprise Smart Room Control technology, Digital multi-channel audio video recording software, hosted Video Conferencing, HDMI Presentation Technology with HDBaseT Output, AV furniture, and Remote Translation which includes Language Interpretations and American Sign Language. BIS has provided these technologies to over 6,000 customers.

Training & Support will be provided at the completion of the installation. BIS Digital is fully aware of how important this is. We will provide training to all employees that will be interacting with this technology and we will be available to answer any questions or provide support to any issues that might arise after the completion of the installation. Additional on-going training can be offered with an on-site service or remote service agreement.

BIS Digital has been providing 24/7 support to our digital customers since 1990. Installations, training and sales support is provided by certified BIS Digital technicians. BIS Digital does not use subcontractors.

Onsite service or Remote service agreements may be included within this proposal or may be available upon request. Multiple year service agreements are also available.

BUSINESS INFORMATION SYSTEMS, INC.
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Meeting Management Solutions

1. Audio Video Integration Solutions
   a. Digital, AVB & Network Sound Systems
   b. IP & Network HD Video, PTZ Camera, Live Broadcast & Production
   c. HDMI Presentation Technology Systems with HDBaseT Output
   d. In-house custom engineering and programming

2. BIS Enterprise Room Control Solutions
   Software Based IP Command Controllable Room Control Systems
   a. IP, Network, Server, PC – Tablet – Smartphone control ready
   b. Who's Next (to speak) Module - Visual Voting Module
   c. Communicates with BIS AV Integration solutions

3. DCR2 - Meeting Minutes - Digital Audio Video Recording Solutions
   a. Records up to 32 separate channels of audio
   b. Records up to 4 separate channels of video
   c. Records all Annotations and Attachments
   d. Audio & Video Records to one single file
   e. Operates by combining dual integration: an Agenda in (MS word.doc) and BIS recording software to create and finalize the minutes of a meeting.

4. Boardsync Agenda Management Host Solution
   a. Agenda Management with Unlimited or Limited Templates
   b. Committee Management & Visual Voting Modules
   c. Unlimited users, bandwidth & storage

5. Boardsync Web Hosting / Live Stream Solutions
   a. Web Hosting - branded & custom hosted site to publish on-demand events, complete with audio & video recordings, agendas, meeting minutes, & other documents with unlimited users, bandwidth & storage
   b. Live Streaming - on PC, Mobile, Tablet, & Smart Phone Devices

6. Hosted Video Conferencing Technology
   a. Virtual Video Meeting, Conference or Training with audio, video & HDMI presentations
   b. From 25 individual participants per remote call up to 100s per remote call

SALES: (800) 834-7674 | sales@bisdigital.com | SUPPORT: (800) 715-1234 | support@bisdigital.com

BUSINESS INFORMATION SYSTEMS, INC.
1350 N.E. 56th Street, Suite 300
Ft. Lauderdale, FL. 33334

Date	Friday, July 28, 2017
Quote Number	Q-8012029-7.28.2017 DCR2 Portable, Warrick County (IN)
Sales Consultant	Michael Morin (800) 834-7674 ex. 4509 / michael.morin@bisdigital.com
Primary Contact	Deborah Stevens, Auditor One County Square, # 214 Boonville, IN 47601 (812) 897-6110 / (812) 897-6401 (Fax) dstevens@warrickcounty.gov (Email)
Billing Address	Warrick County (IN) / A-1002289 One County Square, # 200 Boonville, IN 47601
Shipping Address	Same
Users To Train	2 or 3 as needed
Wiring Required	No
Installation Notes	Remote Set up and Install as needed, after train all users.

Item	Code	Qty	Unit Price	Total Price
DCR2 Kit 2ch Digital A/V Recording Software & Microphone Kit (incl. 12 month SAS)	DCR2-2MS	1	$2,750.00	$2,750.00
Annual DCR REMOTE SUPPORT on above purchased system (Hardware Replacement not included)	NMNT-DCR-R	1	$500.00	$500.00
REMOTE Installation and Training (per system)	SIT-R	1	$300.00	$300.00
Discount	DISC	1	($300.00)	($300.00)
			Sales Tax Rate	0%
			Total (Excluding Sales Tax)	$3,250.00

BUSINESS INFORMATION SYSTEMS, INC.
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Minimum Specifications for BIS Digital Recording PC Systems

DCR2 Specifications

2/4 Channel Audio Only
- 8GB RAM
- 1TB Hard Drive
- Intel Core i3 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 2.0 Ports
- Microsoft Windows 7 or 8.1 or 10 Professional 64-bit

Equipment Supply
BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order". BIS reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

Electrical Installation
The customer provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

Equipment Installation and Head End Connections
BIS Technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified on the Agreement.

SALES: (800) 834-7674 | sales@bisdigital.com | SUPPORT: (800) 715-1234 | support@bisdigital.com

BUSINESS INFORMATION SYSTEMS, INC.
1350 N.E. 56th Street, Suite 300
Ft. Lauderdale, FL. 33334

Order Summary

Date	Friday, July 28, 2017
Quote Number	Q-8012029-7.28.2017
Account Name	Warrick County (IN)
Total (Excluding Sales Tax)	$3,250.00

Terms and Conditions

Effective Period	This proposal is a firm offer for 30 days from quote date Friday, July 28, 2017.
Tax Status	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms	**Deposit:** All orders above $2,000 require a 50% deposit. Once the order and deposit is confirmed (received) by BIS Digital, scheduling of the installation / and shipment of goods will occur. **Balance:** The remaining balance is to be paid on the completion of the installation. (delivery of goods at customer site)
Restocking Fee	20% restocking fee will be charged for all cancelled orders.
Site Preparation	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training	BIS Digital will provide full training of all system users per agreed training schedule.
Limited Warranty	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).
Software Assurance	Annual Software Assurance entitles user to unlimited software upgrades throughout the one year term, at the cost of $350 per license/year.

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

*** Accepted by:** Dave Sayfer (Name) — Vice President (Title)

Dave Sayfer (Signature) — 9-25-2017 (Date)

*** Accounts Payable Information** *** Required for order to be processed***

A/P Contact: DEBORAH STEVENS (Name) — 812-897-6110 (Phone Number)

dstevens@warrickcounty.gov (Email Address) — Fax #

Is a Purchase Order required for processing? NO **PO #** _____

SALES: (800) 834-7674 | sales@bisdigital.com | SUPPORT: (800) 715-1234 | support@bisdigital.com

October 8, 2013

CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT

Agreement Amount $360,049.51 Des No. 0500641

Agreement Type Standard Project No. 0500641

Work Description Relocation of Overhead Electric Lines & Poles Road Oak Grove Rd & Coal Mine Rd

County Warrick

THIS AGREEMENT, made and entered into this 11th day of Sept. 20 17, by and between Vectren Energy Delivery
1 North Main Street
Evansville, IN 47702
(hereinafter referred to as the "Utility"), and
Warrick County Board of Commissioners
107 W. Locust Street, Suite 301
Boonville, IN 47601
Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency").

WITNESSETH:

WHEREAS, the Local Public Agency desires to improve and/or maintain the condition of the above referenced road and has determined that the construction designated by the above project number (hereinafter referred to as the "project") is necessary for the improvement and/or maintenance of the roadway;

WHEREAS, the State of Indiana, through the Indiana Department of Transportation, (hereinafter referred to as "State") has agreed to recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the State under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, the State will advertise for bids for construction of the project, award the contract, supervise the construction of the project and act as liaison agent for the Local Public Agency with the Federal Highway Administration;

WHEREAS, the project will require certain adjustments, removals, alterations and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A", attached hereto and incorporated by reference;

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide), dated December 9, 1991, and 23 CFR 645 Subpart A, incorporated by reference, in order to receive reimbursement for the costs of the adjustments, removals, alterations and/or relocations of the existing facilities of the Utility;

WHEREAS, it is in the best interests of the Utility and the Local Public Agency, for the Utility to make the necessary adjustments, removals, alterations and/or relocations of its existing facilities as shown on Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANT HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

SECTION I - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall make the necessary adjustments, removals, alterations and/or relocations to its existing facilities in the following manner:

[Circle (1) and/or (2)]

(1) With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.

(2) By an approved contractor as set forth in 23 CFR 645.109, 645.111 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached Exhibit "B", incorporated by reference, and prepared in accordance with 23 CFR 645.113.

Exhibit "B" shall include an itemized estimate of all anticipated costs, including but not limited to, materials, labor, equipment costs, preliminary and construction engineering costs, administrative costs, eligible property costs, and or contracted services. Each item shall be shown as a 'per unit' cost. Professional services cannot be listed as a percentage of the total cost.

SECTION II - WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this agreement until written authorization has been given the Utility by the Local Public Agency or until a satisfactory starting date has been established with the Local Public Agency's project coordinator.

SECTION III - SUBORDINATION OF RIGHTS

The existing facilities (are) (are not) located on public right-of-way. If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this agreement, shall subordinate the Utility's rights to those of the Local Public Agency in the highway right-of-way prior to final payment by executing an individual subordination agreement.

SECTION IV - MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by the Local Public Agency.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans, and estimate the Utility shall inform the Local Public Agency as soon as practical upon discovery. The Utility shall also notify the Local Public Agency of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the address of the Local Public Agency listed on Page 1 of this agreement

Notification shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

SECTION V - STANDARD PAYMENT METHOD / PROGRESS BILLING

The Utility may, once the Utility has accumulated **$1,000.00** of expenses, submit one request for payment per calendar month for work covered by this agreement. The utility shall attach an itemization of costs incurred with each request for payment. This itemization of costs shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B"

The Local Public Agency will reimburse the utility for any item of worth or expense involved if performed at the written direction of the Local Public Agency. The Utility will be reimbursed for its actual costs of the work described in Exhibit "A" upon presentation of itemized bills to the Local Public Agency from the Utility.

Progress payments made by the Local Public Agency to the Utility shall not exceed ninety-seven percent (97%) of the estimated cost of the completed work. Reimbursement for progress billings shall be paid within sixty (60) days of receipt.

Partial payment shall not abrogate the Local Public Agency's or the State's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final request for payment and the resolution of any audit performed in accordance with Section IX of this agreement.

SECTION VI – LUMP SUM PAYMENT METHOD

The Utility may elect to petition the Local Public Agency for payment of its expenses by Lump Sum. Such petition shall include Exhibits "A" and "B" along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by this payment method.

The Local Public Agency may make payment to the utility by lump sum if the total cost for the adjustments, removals, alterations, and/or relocations do not exceed $25,000.00. Lump sum payments in excess of $25,000 will be made only if in the best interests of the public in accordance with 23 CFR 645.113(f) and approved by the Federal Highway Administration.

If a lump sum payment is approved, the Utility shall submit one request for payment no later than ninety (90) days after the work is completed. No amount in excess of the agreed amount in Exhibit "B" shall be reimbursed.

SECTION VII - FINAL BILL

The Utility shall present its final itemized bill accompanied by an itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final itemized bill. Such supporting documentation shall include, but shall not be limited to,

copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed by the State to support such invoice.

Upon receipt of a final bill, the Utility shall be reimbursed for such items of project work, expense and retainage within ninety (90) days after the resolution and issuance of any audit performed in accordance with Section IX.

SECTION VIII - RECORDS

The Utility accounts and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available for audit by auditors of the State, the Federal Highway Administration, and/or the Local Public Agency for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

Upon completion of the Utility's work, the Indiana Department of Transportation's Division of Accounting and Control may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR Part 31.

If the audit resolution shows that the Utility has been overpaid, the Local Public Agency shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay the Local Public Agency within thirty-five (35) days after receipt of such bill and the Local Public Agency shall remit the Federal share to the State.

SECTION IX - DISCRIMINATION

Pursuant to IC 22-9-1-10, the Utility, its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of 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 or ancestry. Breach of this covenant may be regarded as a material breach of contract.

The Utility shall comply with the Regulations relative to Nondiscrimination in federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, incorporated by reference.

SECTION X - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the Local Public Agency from and against any and all legal liabilities and

other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where said Department of Transportation and/or the Local Public Agency his been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation, the State, or the Local Public Agency.

SECTION XI - INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION XII - PENALTIES/INTEREST/ATTORNEY'S FEES

The Local Public Agency will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 at seq.

SECTION XIII - GOVERNING LAWS

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION XIV - BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

SECTION XV - NON-COLLUSION AFFIDAVIT

The Utility shall execute a Non-Collusion Affidavit, notarized with a seal, which is attached hereto and incorporated by reference. If the Utility is a governmental entity, the execution of a Non-Collusion affidavit shall not be required.

SECTION XVI - MAINTAINING A DRUG-FREE WORKPLACE

(A) The Utility and its subcontractors, if any, covenant and agree to make a good faith effort to provide and maintain during the term of this agreement a drug-free workplace, and that written notice will be given to the contracting Local Public Agency and the Indiana Department of Administration within ten (10) days after

receiving actual notice that an employee of the Utility has been convicted of a criminal drug violation occurring in the Utility's workplace.

(B) In addition to the provisions of paragraph (A) above, if the total contract amount set forth in this agreement is in excess of $25,000.00, the Utility and its subcontractors, if any, hereby further agree that this agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by the Utility in conjunction with this agreement and which is appended as an attachment hereto.

(C) It is further expressly agreed that the failure of the Utility and its subcontractors, if any, to in good faith comply with the terms of paragraph (A) above, or falsifying or otherwise violating the terms of the certification referenced in paragraph (B) above, shall constitute a material breach of this agreement, and shall entitle the State and the Local Public Agency to impose sanctions against the Utility and its subcontractors, if any, including, but not limited to, suspension of contract payments, termination of this agreement and/or debarment of the Utility and its subcontractors, if any, from doing business with the State and the Local Public Agency for up to three (3) years.

SECTION XVII – BUY AMERICA CERTIFICATION

The Utility agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of Indiana Code 5-16-8-1, et al. and 23 CFR 635.410.

The remainder of this page is intentionally left blank.

IN WITNESS HEREOF the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTLITY:

_____
(Utility Name)

_____
(Signature of Officer)

_____
(Officer's Name, Printed or Typed)

_____
(Officer's Position)

ATTEST:

_____
(Secretary of Utility-Signature)

_____
(Secretary's Name, Printed or Typed)

ACKNOWLEDGEMENT

State of _____ County of _____ SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared _____
(Names and offices of signers of Utility)

_____
(Name of Utility)

and acknowledged the execution of the foregoing contract on this _____day of _____ 20____.

Witness my hand and seal the said last day.

My Commission Expires _____

_____
(Signature)

_____
(Seal)

_____
(Printed or Typed) (Notary Public)

FOR:

Warrick County
(Name of Local Public Agency)

BY:

Marvin Weisheit
Marvin Weisheit
(Typed or Printed Name)

Dave Saylor
Dave Saylor
(Typed or Printed Name)

Robert Johnsen
Robert Johnsen
(Typed or Printed Name)

ATTEST:

_____
_____
(Typed or Printed Name)

ACKNOWLEDGEMENT

State of Indiana, County of _____, SS:

Before me, the undersigned Notary Public in and for the County and State, personally appeared _____

and acknowledged the execution of the foregoing contract on this _____ day of _____ 20____.

My Commission Expires _____

_____
(Signature)

_____
(seal)

_____
(Printed or Typed) (Notary Public)

This document prepared by: _____

Version 6-8-2017

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT

EDS #: A249-18-L170110
Des. No.: 1600739
CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **Warrick County**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

B. Notices to INDOT regarding project management shall be sent to respective District Office:

Vincennes District Office
3650 South US Highway 41
Vincennes, Indiana 47591

C. Notices to the LPA shall be sent to:

Warrick County Board of Commissioners
107 West Locust Street
Boonville, Indiana 47601

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

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WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

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

SECTION I **PROJECT DESCRIPTION.** INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

SECTION II **LPA RESPONSIBILITIES.** The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III **INDOT RESPONSIBILITIES.** INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV **PROJECT FUNDS.** INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V **TERM AND SCHEDULE.**

A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2021 and June 30, 2022**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2022 and June 30, 2024**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B of Attachment D are available.

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C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.

D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI **GENERAL PROVISIONS**

A. **Access to Records.** The LPA 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 INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA 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.

B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

C. **Audits.** The LPA 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 IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

D. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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.

3. The LPA 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.

E. **Compliance with Laws.**

1. The LPA 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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ig/. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.

5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and 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 under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.

6. As required by I.C. 5-22-3-7:

(1) The LPA and any officials of the LPA certify that:
- (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
  - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
  - (ii) IC §24-5-12 [Telephone Solicitations]; or
  - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
- (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
- (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
- (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

F. **Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it 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 of Indiana. The term "principal" for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.

2. The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred

subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

G. **Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor 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, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

> The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA 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.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

H. **Disputes.**

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute or action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the

Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

I. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this 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 State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

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

2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor'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;

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

4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;

5. Within thirty (30) days after receiving notice under subdivision (3)(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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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

6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

J. **Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of 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.

K. **Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

L. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

M. **Indemnification.** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees , individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

(a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

(b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

(c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

(d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

N. **Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this

Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

O. **Non-Discrimination.**

1. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

   Under IC 22-9-1-10 LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

2. The LPA understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the LPA agrees that if the LPA employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA 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 nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

   a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR 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.

   b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and

leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

d. Information and Reports: The LPA 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 Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.

f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

P. Payment. All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.

Q. Penalties, Interest and Attorney's Fees. INDOT 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, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

R. Pollution Control Requirements. If this Contract is for $100,000 or more, the LPA:

1. Stipulates 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;

2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and

3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice 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 List of Violating Facilities.

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

T. Status of Claims. The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion
The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, 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, LPA and the State of Indiana 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.

LPA: Warrick County

Marlin Weisheit
Print or type name and title

Marlin Weisheit
Signature and date

Dan Saylor
Print or type name and title

Dan Saylor
Signature and date

Robert H Johnson Jr
Print or type name and title

Robert H Johnson Jr 9/11/17
Signature and date

LPA DUNS # 106274710

Attest:

Auditor or Clerk Treasurer

This instrument prepared by:
Ellen Hite
August 29, 2017

STATE OF INDIANA
Department of Transportation

Recommended for approval by:

Steven Duncan, Director
Contract Administration Division

Date:

Executed by:

(FOR)
Joseph McGuinness, Commissioner

Date:

Department of Administration

Jessica Robertson, Commissioner

Date:

State Budget Agency

Jason D. Dudich, Director

Date:

Approved as to Form and Legality:

(FOR)
Curtis T. Hill, Jr., Attorney General of Indiana

Date:

SUPPLEMENTAL AGREEMENT NO. 2

This supplemental agreement made and entered into this 11 day of Sept, 2017, by and between Warrick County, Indiana, acting by and through its proper officials, hereinafter referred to as the "Local Public Agency" or "LPA", and Clark Dietz, Inc., Consulting Engineers, hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the Local Public Agency and the Consultant did, on March 28, 2016, enter into an Agreement for providing engineering services for the design and preparation of construction plans for proposed roadway improvements on Bell Rd from High Pointe Drive to Telephone Road (Des. No. 1401384), and Supplemental Agreement No. 1 for Title Research on April 24, 2017, and

WHEREAS, it has been determined by the Local Public Agency that additional services are now required to perform right of way acquisition services and to survey pickup of utility pothole locations, and

WHEREAS, in order to provide for completion of these services it is necessary to amend and further supplement the original Agreement by $424,550.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

A. The original Contract is amended to provide for the additional services required to perform Right of Way Acquisition Services for the proposed roadway improvements on Bell Rd from High Pointe Drive to Telephone Road. Right of way acquisition services include Project Management for Right of Way Acquisition Services, Value Analysis, Appraisals, Appraisal Review, and Negotiation. Preliminary Right of Way Plans will also be developed for right of way engineering on the project.
Also utility companies have been requested to perform potholing throughout the project length, and Consultant will perform survey pickup of the coordinates and elevation of those utilities.

B. Amount of Payment Section of Appendix D of the original Agreement is amended to read as follows:

1. The total compensation for this Agreement shall not exceed $1,210,470.00 unless approved in writing by the LOCAL PUBLIC AGENCY.
2. The following is a breakdown of the supplemental items of work to be performed under this agreement and the fees for each item:
Topographic Survey----------$51,700*
Design----------$371,100**

*increased from $49,700 for utility pothole locates
**increased from $360,900 to include preliminary RW plan development

RIGHT-OF-WAY SERVICES (APPRAISING AND ACQUISITION)

The Consultant shall receive unit cost payment for the work performed under this Contract related to Right-of-Way Services (not to exceed $). None of the Right of Way Services below will be billed until the Environmental Document is approved.

Task	No. of Parcels	Per Parcel Amount*	Total
Right of Way Management	66	$1,000.00	$66,000.00
Appraisal Problem Analysis Report	66	$225.00	$14,850.00
Waiver Valuation Report	10	$600.00	$6,000.00
Value Finding Appraisals	36	$1,700.00	$61,200.00
Residential Long Form Appraisals	20	$4,000.00	$80,000.00
Review Appraisals (Waiver Valuation)	10	$350.00	$3,500.00
Review Appraisals (Value Finding)	36	$850.00	$30,600.00
Review Appraisals (Residential Long Form)	20	$1,900.00	$38,000.00
Negotiations	66	$1,700.00	$112,200.00
TOTAL (Right-of-Way Services)			$412,350.00

*Unit price based on the attached INDOT Real Estate Services Fee Schedule.

3. Except as herein modified, changed and supplemented, all terms of the original Agreement, dated March 28, 2016, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this SUPPLEMENTAL AGREEMENT the day and year first mentioned above.

CONSULTANT
Clark Dietz, Inc.

Wes Christmas, P.E., Vice President

ATTEST:

Kevin Hetrick, PE, Area Manager

LOCAL PUBLIC AGENCY
Warrick County
Board of County Commissioners

Marlin Weisheit, President

Dan Saylor, Vice President

Robert Johnson, Member

REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

Right of Way Management includes: all processes, procedures, observations, data entry into LRS and management of all services needed to clear the right of way, including all the necessary activities to certify the right of way, which has to be acquired to clear the project(s) for construction. All processes and procedures shall be based on the Federal Highway Administration Rules and Regulations as well as the INDOT Real Estate Manual located at http://www.in.gov/indot/2483.htm. All services listed below shall be required within the Right of Way Service Management scope of work.

Report Type	Per Parcel Fee
Right of Way Management per parcel services fee	$1,000.00 per parcel

Early Assessment Right of Way Cost Estimate

Early Assessment Real Estate Cost Estimate includes: all processes, procedures and observations to complete a Real Estate Cost Estimate assignment; including completion of the INDOT Real Estate Cost Estimate Spreadsheet. The Real Estate Cost Estimate includes and not limited to the research, analysis and reporting of the real estate costs, including land cost, land improvement costs, temporary r/w costs, damages, special benefits, cost to cures and improvements acquired and a breakdown of the appraisal report types. The Estimate will include the costs of relocation and condemnation. The real estate cost will be based upon market data in the project location; copies of the supporting market data used in the cost analysis will accompany the spreadsheet. The Consultant will be responsible for completing all LRS data entry associated with the cost estimate assignment.

The $125.00 per parcel fee is applicable up to 50 parcels, the fee for projects larger than 50 will be negotiated based upon complexity.

Appraisal Services

Appraisal Problem Analysis includes: all processes, procedures and observations to complete an Appraisal Problem Analysis per Scope of Work assignment based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; including and not limited to; current photo of the subject property and approximate area of taking (3.5 X 5" minimum photo size); aerial of the site; engineer's plat, area computation sheet; estimated setback of improvements on damaged properties; electronic copies of reports; Notice to Owner Letter; 1 original report and 2 copies of the report, etc. Waiver Valuation includes: all processes, procedures and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual; includes current photos. Appraisal Reports to include: all processes procedures and observations to complete a waiver valuation report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Includes Scope of Work; owner contact letter; owner contacts; necessary corrections of appraiser's work; color photos of the subject property exterior front, back and sides, interior photos as necessary (3.5" X 5" minimum photo size); r/w plan sheet of the subject property; aerials of the subject; property tax card; Name Change Form with supporting documents for ownership change; confirmed 911 address for property location (estimated if vacant land). May also include leasehold interest analysis, list of personal and realty items; time in ordering and analyzing cost to cure items; obtain and review of FF& E appraisals also include 2 copies of report, 1 green report copy with Confidential Document cover page, 1 additional white copy if relocation applies and input information into LRS, etc.

Report Type	Per Parcel Fee
Appraisal Problem Analysis (APA)	$225
Waiver Valuation: Any Property Type (Improved or Unimproved) CTC estimates not to exceed $500 without INDOT approval	$600
Value Finding: Any Property Type (Improved or Unimproved)	$1,700
Short Form: Any Property Type (Improved or Unimproved)	$2,500
Short Form: Residential / Ag (with affected improvements or a total take)	$2,800
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	$4,000
Long Form: Any Property Type (Unimproved)	$3,000
Long Form: Residential / Ag (Improved)	$4,000
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	$10,000
Excess Land Appraisal	$500

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Review Appraisal Services

Appraisal Review Reports to include: all processes, procedures and observations to complete Appraisal Review Report per Scope of Work assignment, based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual. Mentor to appraiser and maintain project consistency. Includes Scope of Work; necessary corrections of reviewer's work and may also include appraiser's work. May also need to review FF& E appraisals; provide relocation breakout. Attach review document to all necessary appraisal report copies. Provide electronic copy of all comparable data and input information into LRS, et.

Report Type	Per Parcel Fee
Waiver Valuation: Any Property Type (Improved or Unimproved)	$350
Value Finding: Any Property Type (Improved or Unimproved)	$850
Short Form: Any Property Type (Improved or Unimproved)	$1,200
Short Form: Residential / Ag (with affected improvements or a total take)	$1,350
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	$1,900
Long Form: Any Property Type (Unimproved)	$1,430
Long Form: Residential / Ag (Improved)	$1,900
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	$4,600

Appraisal fees are set by INDOT Review Appraisers or Supervision when the APA is complete

Buying Services

Buying Assignments include: thorough review of the plans; review and update of the title information; review and understand the appraisal; preparation of offer materials; delivery of the offer to the ownership interests with an explanation of the project, plans, and acquisition procedures, either in person or by certified mail; addressing all owners' concerns and determining whether plan changes or appraisal review are justified, with proper documentation of having done it; gather information regarding obvious environmental concerns; preparation of all instruments/documents and obtaining all necessary signatures to provide clear title; assembly of the parcel for submission; and submitting the completed parcel within the target date and input information into LRS, et.

Report Type	Per Parcel Fee
Total / Partial Acquisition	$1,700
Temporary / Access Rights	$1,400
Buying Review	$275

Buying fees are set by INDOT Buyers Supervisors

Relocation Services

Relocation Assignments include: inputting data into LRS, onsite meetings with assigned appraiser to determine real and personal property, initial Relocation meeting with the displacee to explain all eligible entitlements and to offer Advisory Services, provide an ongoing list of available comparable properties, processing all needed claim vouchers for eligible entitlements and provide local services information to displacee. All assignments must be compliant with state and federal regulations as well as INDOT's Real Estate manual.

Report Type	Payment Schedule	Per Parcel Fee
Residential Owner / Tenant	70% payment when a 90-Day is issued - 30% payment when R/W is cleared	$3,550
Business Owner / Tenant	70% payment when move amount is determined and approved by INDOT and the 90-Day Notice has been issued - 30% payment when R/W is cleared.	$3,550
Personal Property Only	70% payment when move is determined and approved by INDOT and 90 Day is issued - 30% payment when R/W is cleared	$1,500
Residential and Business Review	100% once the parcel is compliant and closed	$1,000
Personal Property Move Only Review	100% once the parcel is compliant and closed	$375

Indiana
REVISED: 05/2017

INDOT

Design 8/23/2017

1401384 Right of Way Plans Labor Hours 8/23/2017	Bell Road Improvements from High Pointe to Telephone Warrick County, IN DES 1401384					
CATEGORIES OF WORK	Project Manager / Lead Designer	Project Engineer	Engineer	Senior Technician	Junior Engineer	
UTILITY POTHOLE SURVEY PICKUP						
Develop and provide plan locations for survey pickup to surveyor				3		
Coordination with surveyor	2					
Total	2			3		
	$ 167.82	$ 133.11	$ 113.51	$ 111.65	$ 89.41	
	$ 335.64	$ -	$ -	$ 334.95	$ -	$ 670.59
		rate	unit	quantity	cost	$1,325.00
Mileage		$ 0.36	miles		$ -	
Per Diem for overnight		$ 25.00	day		$ -	
Lodging		$ 85.00	night		$ -	
Morley Survey Pickup					$ 1,325.00	
		TOTAL DIRECT EXPENSES =			$ 1,325.00	
					TOTAL	$1,995.59
PRELIMINARY RW PLAN DEVELOPMENT						
RW Plans Title and Index Sheet				2		
Route Survey Plat included in plan set				2		
Update Line Types on Plat 1 for RW Plans				8		
Update Plan and Profile Sheets for RW line weight and parcel numbering	2		4	60		
Assemble Plans and Submit to RW Engineer; Update as Needed	2			8		
Total	2		4	80		
	$ 167.82	$ 133.11	$ 113.51	$ 111.65	$ 89.41	
	$ 335.64	$ -	$ 454.04	$ 8,932.00	$ -	$ 9,721.68
		rate	unit	quantity	cost	$200.00
Mileage		$ 0.36	miles		$ -	
Per Diem for overnight		$ 25.00	day		$ -	
Lodging		$ 85.00	night		$ -	
Printing, postage, public hearing materials					$ 200.00	
		TOTAL DIRECT EXPENSES =			$ 200.00	
					Base Fee	$9,921.68
					Inflation	$248.04
					Total	$10,169.72
					USE =	$10,200.00

Salary Escalati 2.5 percent

Year	% Complete	Escalation
2016		$ -
2017	100	$ 248.04
2018		$ -
2019		$ -
2020		$ -
	Total	$ 248.04

P:\W0100100_Warrick - Bell Road Widening\ProjMgt\Contract\Supplement #2 RW Services\20170823 RW Services Fee Proposal for Warrick County Bell Rd.xlsx 1 of 1

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

August 2, 2017

Clark Dietz, Inc.
Attn: Kevin M. Hetrick
8900 Keystone Crossing, Suite 900
Indianapolis, IN 46240
Sent via email: kevin.hetrick@clarkdietz.com

Re: Land Survey Services
Bell Road Widening
Morley PR17.0.212

Kevin,

Morley is pleased to submit this proposal to provide professional services relating to the above referenced project. Based on your e-mail to me on August 1, 2017, following are the services to be provided by Morley for the referenced project:

Land Survey Services

Staking

1. We will stake up to 20 proposed pot hole locations with lath based upon information provided by Clark Dietz.

Locations

1. After the utility company has pot holed the 20 locations, Morley will locate a 4" standpipe placed by the utility at each location, and will obtain the X, Y, and Z coordinate of the location as well as the depth to the potholed utility.
2. Morley will provide all the above noted information to Clark Dietz.

Any service(s) not clearly expressed herein are not included or implied as part of this proposal. All services are rendered one time only.

MORLEY

Clark Dietz - PR17.0.212
August 2, 2017

Compensation

Morley proposes to provide the services described above as follows:

Lump Sum = $1325

Summary

This proposal constitutes the services to be provided by Morley on the project described above. This proposal is offered for a period of 60 days after which, if said proposal has not been executed, said proposal should no longer be valid.

If this proposal is acceptable, please sign and date the Authorization below and return one copy to our office via fax at (812) 464-2514 or by email.

We look forward to working with you on this project. If you have any questions, or require additional information, please feel free to call me at (812) 464-9585.

Sincerely,

Bret A. Sermersheim, PS
Managing Surveyor

Authorization

Signature	**Mailing Address**
Authorized by (Printed)	**Email Address**
Title	**Phone**
Date	**Fax**

cc: Accounting, File

J:\Proposal & Promotional\2017\PR170212\PR17.0.212.docx

Page 02

INVOICE

15083

11700 Water Tank Road
Cynthiana, Indiana 47612-9520
Ph: 812-845-2717
Fax: 812-845-2727

BILL TO
WARRICK COUNTY COMMISSIONERS
107 W. LOCUST ST.
SUITE 301
BOONVILLE, IN 47601

JOB
WARRICK COUNTY BRIDGE 374
VANN ROAD @ CYPRESS CREEK
NEWBURGH, IN 47630

CUSTOMER ID	PROJECT NUMBER	SALES REP	TERMS	INVOICE DATE	PAGE
WARRCOMM	17-55		Net 30	9/7/17	1

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	PAY ESTIMATE 1 WORK DONE THRU 9/6/2017	109,410.80	109,410.80

approved 9/11

SALE AMOUNT	109,410.80
Retention	-10,941.08
BALANCE	$98,469.72

TERMS: All bills due and payable within stated terms. In the event legal action becomes necessary, interest calculated at 18% APR, reasonable attorney's fee and court cost will be added.

SOLUTIONS FORMS DIVISION (877) 577-4701 SF-1031L F255196

BRIDGE 374 REHABILITATION
PAY ESTIMATE NO. 1
AUGUST 7, 2017 THRU SEPTEMBER 6, 2017

Item	Description	Quantity		Unit Price	Quantity This Period	Total This Period	Quantity To Date	Total To Date
1	Construction Engineering	1	LS	$ 8,000.00		$ -		$ -
2	Mobilization and Demobilization	1	LS	$ 35,000.00	0.5	$ 17,500.00	0.5	$ 17,500.00
3	Clearing Right-of-Way	1	LS	$ 4,000.00		$ -		$ -
4	Present Structure, Remove Portions	1	LS	$ 14,000.00	1	$ 14,000.00	1	$ 14,000.00
5	Excavation, Common	170	CYS	$ 78.00		$ -		$ -
6	Temporary Silt Fence	900	LFT	$ 1.50		$ -		$ -
7	Filter Sock	50	LFT	$ 11.00		$ -		$ -
8	No. 2 Stone	100	TON	$ 27.00		$ -		$ -
9	Temporary Geotextile	200	SYS	$ 2.00		$ -		$ -
10	Excavation, Foundation, Unclassified	40	CYS	$ 19.00		$ -		$ -
11	Subgrade Treatment, Type II	864	SYS	$ 11.25		$ -		$ -
12	Aggregate for End Bent Backfill	37	CYS	$ 50.00		$ -		$ -
13	Compacted Aggregate, No. 53, Base	127	TON	$ 45.00		$ -		$ -
14	Dense Graded Subbase	22	CYS	$ 91.00		$ -		$ -
15	Compacted Aggregate, No. 53	78	TON	$ 27.00		$ -		$ -
16	Milling, Asphalt, 1.5 in	160	SYS	$ 8.00		$ -		$ -
17	Joint Adhesive, Surface	289	LFT	$ 1.65		$ -		$ -
18	Joint Adhesive, Intermediate	229	LFT	$ 1.65		$ -		$ -
19	Liquid Asphalt Sealant	289	LFT	$ 2.75		$ -		$ -
20	HMA Surface Type B, 9.5 mm	77	TON	$ 220.00		$ -		$ -
21	HMA Intermediate Type B, 19.0 mm	84	TON	$ 200.00		$ -		$ -
22	HMA Base Type B, 19.0 mm	126	TON	$ 160.00		$ -		$ -
23	Asphalt For Tack Coat	1684	SYS	$ 0.30		$ -		$ -
24	Guardrail, Remove	91	LFT	$ 12.00		$ -		$ -
25	Guardrail, Transition, TGS-1	4	EACH	$ 638.00		$ -		$ -
26	Guardrail End Treatment, OS	4	EACH	$ 2,050.00		$ -		$ -
27	Guardrail, W-Beam, 6 ft 3 in. Spacing	150	LFT	$ 22.00		$ -		$ -
28	Reinforced Concrete Bridge Approach, 12 in	139	SYS	$ 134.00		$ -		$ -
29	Geotextiles	599	SYS	$ 2.00		$ -		$ -
30	Riprap, Revetment	377	TON	$ 32.00		$ -		$ -
31	Clean Steel Bridge, QP-2, Br. No. 374	1	LS	$ 19,800.00		$ -		$ -
32	Paint Steel Bridge, Br. No. 374	1	LS	$ 33,700.00		$ -		$ -
33	Mobilization and Demobilization for Seeding	1	EACH	$ 1,100.00		$ -		$ -
34	Mulched Seeding, R	500	SYS	$ 1.10		$ -		$ -
35	Pile Shoe, HP 12 x 53	8	EACH	$ 120.00	8	$ 960.00	8	$ 960.00
36	Pile, Steel H, HP 12 x 53	640	LFT	$ 41.00	518.8	$ 21,270.80	518.8	$ 21,270.80
37	Concrete, A, Substructure	80.8	CYS	$ 1,100.00		$ -		$ -
38	Field Drilled Hole in Concrete	96	EACH	$ 15.00		$ -		$ -
39	Concrete, C, Substructure	14.2	CYS	$ 2,400.00		$ -		$ -
40	Reinforcing Bars	4062	LBS	$ 0.75		$ -		$ -
41	Reinforcing Bars, Epoxy Coated	38720	LBS	$ 0.90		$ -		$ -

BRIDGE 374 REHABILITATION
PAY ESTIMATE NO. 1
AUGUST 7, 2017 THRU SEPTEMBER 6, 2017

Item	Description	Quantity		Unit Price	Quantity This Period	Total This Period	Quantity To Date	Total To Date
42	Threaded Tie Bar Assembly, Epoxy Coated	32	EACH	$ 30.00		$ -		$ -
43	Concrete, C, Superstructure	114.6	CYS	$ 1,070.00		$ -		$ -
44	Railing, Steel TS-1	225	LFT	$ 80.00		$ -		$ -
45	Surface Seal	1	LS	$ 4,600.00		$ -		$ -
46	Structural Steel	10567	LBS	$ 2.10		$ -		$ -
47	Stud Shear Connectors	1830	EACH	$ 2.00		$ -		$ -
48	Beams, Reset	1	LS	$ 18,000.00		$ -		$ -
49	Pipe, End Bent Drain, 6 in	92	LFT	$ 18.00		$ -		$ -
50	Bearing Assembly, Fixed	10	EACH	$ 1,300.00		$ -		$ -
51	Bearing Assembly, Elastomeric	20	EACH	$ 1,850.00		$ -		$ -
52	Line, Paint, Solid, White, 4 in	900	LFT	$ 0.50		$ -		$ -
53	Line, Paint, Solid, Yellow, 4 in	900	LFT	$ 0.50		$ -		$ -
54	Structural Steel, Additional Steel Beam (Deleted)	13920	LBS			$ -		$ -
55	CO #1 - New W30x116 Beams	69600	LBS	$ 0.80	69600	$ 55,680.00	69600	$ 55,680.00
				Total This Period		$ 109,410.80		
				Less 10% Retainage		$ 10,941.08		
				Total This Period Less Retainage		$ 98,469.72		
							Total to Date	$ 109,410.80
							Less 10% Retainage	$ 10,941.08
							Total to Date Less Retainage	$ 98,469.72

Page 2 of 2

Office DEPOT

Store Purchasing Card Application

Your Store Purchasing Card allows you to receive the lower of the retail store price or your custom business account pricing when you shop in our Retail stores. You may pay by cash, check, credit card or account billing (if you have account billing on your business account.) Any single transaction may not exceed $1,000. Daily transactions are limited to 5 per day and may not exceed a total of $2,000. To request different payment options or transaction limits, please contact your account manager.

Please fill out the top section and fax it to 888.438.9066. Please allow up to 3 weeks for processing. If you need assistance filling out this application or you have any questions on the Store Purchasing Card, please contact your Account Manager or call 888.438.4037. By signing below you acknowledge that you have read and agree to the Store Purchasing Card terms and conditions on the reverse side of this application.

CUSTOMER

Please complete the information below as it should appear on the card. Please fill out all fields in this section. If you would like more than one card with different cardholder information, a separate application is necessary.

Company Name: Warrick County Government (Up to 25 characters)

Account #: 29172341

Cardholder Name: Purchasing Warrick CTY

Company Contact: Joe Grassman

Company Address: 107 W. Locust Street City: Boonville

State: IN Zip / Postal Code: 47601 Phone Number: 812-457-6732 E-Mail: purchasing@warrickcounty.gov

[02] How many cards would you like?

By signing here you acknowledge that you have read and agree to the Store Purchasing Card terms and conditions on the reverse side of this application.

Customer Signature: Marlin Winkelmann Date: 9/11/17
Marlin Winkelmann, President, Board of Commissioners

INTERNAL USE ONLY (Account Manager)

Account Manager: Donna Lashley Sales ID: S101045

Phone Number: 812-686-5083 Extension: _____ E-Mail: donna.lashley@officedepot.com

Account Manager's Signature: _____ Date: 08/22/17

Store Purchasing Card Terms and Conditions

In consideration of issuance of an Office Depot Store Purchasing Card ("Card") to you, ("Cardholder"), Cardholder agrees to be bound to the following Terms and Conditions applicable to the use of the Card:

1. The Card is not a revolving or any other type of credit card and does not establish any new account, nor does it extend credit to the Cardholder. The Card is an identification card only and allows the Cardholder to receive their custom discount pricing when making purchases at Office Depot's retail stores.

2. Payment options for purchases made with Cards issued to Office Depot Business Solutions Division ("BSD") business account clients ("BSD Client") are (a) account billing, (b) account billing and other types of payment at the point of sale (cash, check, credit card), or (c) other types of payment at the point-of sale only. The default payment option is (b) above. To select another payment option, please notify your Office Depot BSD account manager.
   - For account billing purchases, per transaction and per day dollar limits will be established for the Card. These limits may be adjusted only upon the BSD Client's submission of a revised application. The Cards cannot be used once the dollar limits have been exceeded.
   - Any restrictions or exclusions imposed on the purchase of products pursuant to a written contract between the BSD Client and Office Depot shall not apply to those purchases made in Office Depot retail stores using the Card.
   - The Card is non-transferable. The BSD Client may authorize its employees or other individuals to utilize the Card. However, the BSD Client remains fully responsible for the payment of all purchases made by use of the Card, whether the use is authorized by the BSD Client or not, or if the card is lost or stolen.
   - In the event the Card is lost or stolen, the BSD Client must contact Office Depot immediately at 888.438.4037 so that Office Depot can place a hold on the account to prevent further transactions.

3. Payment options for purchases made with Cards issued by a BSD Client to Cardholders through a group or employee purchasing organization are cash, check and credit card only.
   - The Card is non-transferable and Cardholder is responsible for all purchases made by any use of this Card. In the event the card is lost or stolen it is the Cardholder's responsibility to contact Office Depot immediately at 888.438.4037. Upon receipt of notification by Office Depot, an immediate hold will be placed on the account preventing any further transactions via use of the Card

4. Office Depot coupons valid at retail stores and used in conjunction with a Card will provide the Cardholder with a discount off of the retail store price only. The Card will permit the Cardholder to receive either its custom discounted pricing or the retail store price after discounts, whichever is lower.

5. The Card must be presented at the point of sale in order for the Cardholder to receive its custom discounted pricing.

6. Office Depot reserves the right to unilaterally revoke or terminate the Card for any reason. Upon the receipt of notice that the Card has been terminated, the Cardholder must destroy the Card.

7. If the BSD Client is issued more than one (1) Card, all Cards issued shall be subject to these Terms and Conditions.

8. Office Depot reserves the right, at any time, to revise these Terms and Conditions. Any modifications to these Terms and Conditions shall be effective upon posting of the modified terms and conditions at **business.officedepot.com** or any successor website.

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Store Purchasing Card

Dear Cardholder:

Enclosed please find your Office Depot Store Purchasing Card.

Within this package you are receiving the following items:

- Card personalized with your Business name
- Credit and transaction limits identified on the carrier
- Method of payment established at time of registration

The Store Purchasing card ensures you receive your custom discounted pricing in any of our 1,100 stores nationwide. But if the in-store price is lower than your custom discounted pricing, that is the price you will pay.

Depending on the options your company selected, you can:

- Pay at the register with cash, check or credit card.
- Use your Store Purchasing Card to "put it on your tab" and pay later if your account is eligible for account billing.

This card has been issued to you subject to the Terms and Conditions that were signed upon registration. Please read them again carefully and keep them for your records, as the Terms and Conditions apply whenever your Office Depot Store Purchasing Card is used.

Thank you for letting Office Depot help take care of your business. If you have any questions please contact your account manager or call 888-2-OFFICE (888-263-3423).

Sincerely,
The Office Depot Team

We reserve the right to modify or cancel the terms and conditions of the Store Purchasing Card program at our sole, without prior notice. Any modification will be effective immediately upon posting of the modified terms and conditions on www.business.officedepot.com

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Store Purchasing Card

Please keep this document for your records as it is part of your agreement with Office Depot.

Customer Information
WARRICK COUNTY GOVERNMENT
107 W LOCUST ST STE 301
ATTN DEBI GARLAND
BOONVILLE IN 47601-1594

P.O. #
Cost Center #

Card # 80128332825
Dollar Limit Per Transaction: 1000
Maximum # of Transactions per Day: 5
Total Dollar Limit per day: 1500
Method of payment accepted: BOTH
(See #3 below for payment legend)

Congratulations on your new Store Purchasing Card.

1. Card has been activated and is ready to use in any Office Depot retail location. To locate your nearest store call 800-GO-DEPOT or visit stores.officedepot.com.
2. At the Office Depot store your items will be priced to reflect your custom discounted pricing or the in-store pricing, whichever is lower.
3. Payment Legend: AB Only: Account Billing; B: Both Account Billing and Other types of payment (cash, check, credit card); O: Other types of payment only.

Please report lost or stolen card(s) by emailing SPCPrecessing@officedepot.com or calling 888-438-4037.

000218-ODT092017BM-1
WARRICK COUNTY GOVERNMENT
JOE GRASSMAN
107 W LOCUST ST STE 301
BOONVILLE IN 47601-1594

Store Purchasing Card terms and conditions

In consideration of issuance of an Office Depot Store Purchasing Card ("Card") to you, ("Cardholder"), Cardholder agrees to be bound to the following Terms and Conditions applicable to the use of the Card:

1. The Card is not a revolving or any other type of credit card and does not establish any new account, nor does it extend credit to the Cardholder. The Card is an identification card only and allows the Cardholder to receive their custom discount pricing when making purchases at Office Depot's retail stores.

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   - For account billing purchases, per transaction and per day dollar limits will be established for the Card. These limits may be adjusted only upon the BSD Client's submission of a revised application. The Cards cannot be used once the dollar limits have been exceeded.
   - Any restrictions or exclusions imposed on the purchase of products pursuant to a written contract between the BSD Client and Office Depot shall not apply to those purchases made in Office Depot retail stores using the Card.
   - The Card is non-transferable. The BSD Client may authorize its employees or other individuals to utilize the Card. However, the BSD Client remains fully responsible for the payment of all purchases made by use of the Card, whether the use is authorized by the BSD Client or not, or if the card is lost or stolen.
   - In the event the Card is lost or stolen, the BSD Client must contact Office Depot immediately at 888.438.4037 so that Office Depot can place a hold on the account to prevent further transactions.

3. Payment options for purchases made with Cards issued by a BSD Client to Cardholders through a group or employee purchasing organization are cash, check and credit card only.
   - The Card is non-transferable and Cardholder is responsible for all purchases made by any use of this Card. In the event the card is lost or stolen it is the Cardholder's responsibility to contact Office Depot immediately at 888.438.4037. Upon receipt of notification by Office Depot, an immediate hold will be placed on the account preventing any further transactions via use of the Card.

4. Office Depot coupons valid at retail stores and used in conjunction with a Card will provide the Cardholder with a discount off of the retail store price only. The Card will permit the Cardholder to receive either its custom discounted pricing or the retail store price after discounts, whichever is lower.

5. The Card must be presented at the point of sale in order for the Cardholder to receive its custom discounted pricing.

6. Office Depot reserves the right to unilaterally revoke or terminate the Card for any reason. Upon the receipt of notice that the Card has been terminated, the Cardholder must destroy the Card.

7. If the BSD Client is issued more that one (1) Card, all Cards issued shall be subject to these Terms and Conditions.

8. Office Depot reserves the right, at any time, to revise these Terms and Conditions. Any modifications to these Terms and Conditions shall be effective upon posting of the modified terms and conditions at **business.officedepot.com** or any successor website.

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Office DEPOT

SUPPLEMENTAL AGREEMENT NO. 1

UNITED Consulting

This SUPPLEMENTAL AGREEMENT ("Agreement") is made, by and between ***WARRICK COUNTY***, ("CLIENT") acting by and through its Board of Commissioners, and ***UNITED CONSULTING***, an Indiana corporation ("UNITED CONSULTING").

WITNESSETH

WHEREAS, UNITED CONSULTING did, on December 12, 2016 enter into a Professional Services Agreement with the CLIENT for Services and Documents in relation to the following described project:

Warrick County Bridge Inventory – Phase I 2017,

Phase II 2019, Des No. 1593023

This supplement is required to add the following services not included in the original scope of work:

Fracture Critical Inspections in accordance with February 23, 2017 ACEC-INDOT Bridge Inspection Meeting Minutes

WHEREAS, in order to provide for completion of the work it is necessary to amend and supplement the Professional Services Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

I. SECTION IV COMPENSATION is amended to read as follows:

The maximum amount payable under this contract not to exceed shall be changed from $349,151.44 to $442,616.96 representing an increase of $93,465.52.

II. Appendix Attachments "A-1" and "A-2" are amended as attached.

III. Appendix Attachment "D" and "D-1" are amended as attached and represent the following:

The maximum fee not to exceed in Appendix "D" shall be changed from $349,151.44 to $442,616.96 representing an increase of $93,465.52.

The total Phase I Fracture Critical Inspection fee not to exceed in Attachment D-1 shall be changed from $34,470.00 to $87,692.96 representing an increase of $53,222.96.

The total Phase II Fracture Critical Inspection fee not to exceed in Attachment D-1 shall be changed from $35,590.00 to $71,910.76 representing an increase of $36,320.76.

The total Phase I Travel Reimbursement fee not to exceed in Attachment D-1 shall be changed from $4,248.18 to $6,151.58 representing an increase of $1,903.40.

The total Phase II Travel Reimbursement fee not to exceed in Attachment D-1 shall be changed from $3,123.98 to $5,142.38 representing an increase of $2,018.40.

Revised Appendix "D" and Attachments D-1 are included with this supplement and shall be considered part of this contract.

IV. Except as herein modified, changed and supplemented, all terms of the original Professional Services Agreement (dated 12/12/2016) shall continue in full force and effect. (Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1

UNITED CONSULTING

BY: _____
Dave Richter, President

BY: Michael A. Rowe
Michael A. Rowe, Vice President

DATE: September 5, 2017

CLIENT

WARRICK COUNTY BOARD OF COMMISSIONERS

BY: Marlin Weisheit
Marlin Weisheit, President

BY: Dan Saylor
Dan Saylor, Vice President

BY: Robert H. Johnson
Robert H. Johnson, Member

DATE: 9/11/2017

ATTACHMENT A-1

Compliance Month for Warrick County is August

BRIDGE NUMBER	NBI NUMBER	(006A) FEATURE INTERSECTED	(007) FACILITY CARRIED	ROUTINE FREQ.	FRACTURE CRITICAL FREQ	UNDERWATER FREQ.	SPECIAL FREQ.
87-00002	8700002	SMITH FORK	PETERSBURG RD	24			
87-00005	8700004	SMITH FORK	ELVAH TYRING ROAD	24			
87-00006	8700005	SMITH FORK	SPURGEON ROAD	24			
87-00034	8700009	SUGAR CREEK	SELVIN ROAD	12			
87-00035	8700010	TRIBUTARY OF SUGAR CREEK	SELVIN ROAD	24			
87-00037	8700012	WABASH & ERIE CANAL	STANLEY ROAD	24			
87-00041	8700013	BLUEGRASS CREEK	SEVEN HILLS ROAD	24			
87-00043	8700188	PIGEON CREEK	SEVEN HILLS ROAD	24			
87-00044	8700189	TRIBUTARY PIGEON CREEK	SEVEN HILLS ROAD	24			
87-00048	8700018	BIG CREEK	LILLY PAD ROAD	24			
87-00058	8700180	UNIDENTIFIED CREEK	TARRYTOWN ROAD	24			
87-00101	8700024	BIG CREEK	LYNN ROAD	24			
87-00104	8700026	BARREN FORK	FOLSOMVILLE ROAD	24			
87-00108	8700028	TRIBUTARY OF COLES CREEK	FOLSOMVILLE ROAD	24			
87-00109	8700029	TRIBUTARY OF COLES CREEK	FOLSOMVILLE ROAD	24			
87-00111	8700031	BARREN FORK	DICKEYVILLE ROAD	24			
87-00113	8700032	BARREN FORK	SHILOH ROAD	12			
87-00123	8700035	TRIBUTARY OF COLES CREEK	MCNEELY ROAD	24	24		
87-00124	8700036	TRIBUTARY OF COLES CREEK	EBENEZER ROAD	24	24		
87-00135	8700042	SQUAW CREEK	STATE STREET	24			
87-00136	8700043	TRIBUTARY OF SQUAW CREEK	NEW HARMONY ROAD	12			
87-00139	8700044	PIGEON CREEK	NEW HARMONY ROAD	24			
87-00140	8700045	TRIBUTARY OF PIGEON CREEK	NEW HARMONY ROAD	12		60	
87-00144	8700046	WRIGHT DITCH	STATE STREET	24			
87-00148	8700047	PIGEON CREEK	STEVESON STATION ROAD	24			
87-00150	8700048	TRIBUTARY BLUEGRASS CREEK	ST JOHNS ROAD	24			
87-00155	8700051	BARREN FORK	GENTRY ROAD	24	24		
87-00157	8700052	COLES CREEK	LINCOLN TRAIL ROAD	24			
87-00159	8700054	COLES CREEK	TAYLORSVILLE ROAD	24			
87-00160	8700055	TRIBUTARY OF COLES CREEK	TAYLORSVILLE ROAD	24			
87-00162	8700057	TRIBUTARY OF COLES CREEK	LESLIE ROAD	12			
87-00164	8700058	ROBINSON CREEK	TAYLORSVILLE ROAD	24	24		
87-00165	8700059	COLES CREEK	JOCKEY ROAD	24	24		
87-00166	8700060	TRIBUTARY OF COLES CREEK	JOCKEY ROAD	24			
87-00173	8700061	POKEBERRY CREEK	DALE HEILMAN ROAD	24			
87-00174	8700062	CYPRESS CREEK	MILLERSBURG ROAD	24			
87-00177	8700064	CYPRESS CREEK	ESKEW ROAD	24			
87-00179	8700065	CYPRESS CREEK	NEW HARMONY ROAD	24			
87-00183	8700067	COLES CREEK	COLES CREEK ROAD	24	24		
87-00187	8700069	COLES CREEK	EBENEEZER ROAD	24	24		
87-00189	8700071	ROBINSON CREEK	ROBINSON ROAD	24			
87-00193	8700074	POKEBERRY CREEK	STONE ROAD	24			
87-00200	8700079	LITTLE PIGEON CREEK	WALLACE FORK ROAD	24	24		
87-00203	8700081	N FORK LITTLE PIGEON CREEK	DALE ROAD	24			
87-00204	8700082	N FORK LITTLE PIGEON CREEK	CHINN ROAD	24	24		
87-00205	8700083	WIRES DITCH	HADLEY ROAD	24			
87-00210	8700086	PIGEON CREEK	HEIM ROAD	24			
87-00211	8700087	BARNES DITCH	HEIM ROAD	24			
87-00212	8700088	WRIGHT DITCH	INDERRIEDEN ROAD	24			
87-00214	8700089	SQUAW CREEK	INDERRIEDEN ROAD	24			
87-00215	8700090	TRIBUTARY OF PIGEON CREEK	FARLEY ROAD	24			
87-00221	8700094	BLUEGRASS CREEK	BASE LINE ROAD	12			
87-00232	8700101	TRIBUTARY OF EDWARDS DITCH	CASTLE GARDEN ROAD	24			
87-00238	8700102	EDWARDS DITCH	LIBBERT ROAD	24			
87-00239	8700105	SUMMER PECKA DITCH	OUTER LINCOLN ROAD	24			
87-00240	8700106	SUMMER PECKA DITCH	ANDERSON ROAD	24			
87-00243	8700108	SUMMER PECKA DITCH	SHARON ROAD	24			
87-00245	8700182	SUMMER PECKA DITCH	MARTIN ROAD	24			
87-00247	8700110	OTTER CREEK	SHELTON ROAD	24			
87-00248	8700181	TRIBUTARY OF OTTER CREEK	SHELTON ROAD	24			
87-00250	8700111	CARTER TAYLOR DITCH	ESKEW ROAD	24			
87-00251	8700112	CYPRESS CREEK	ESKEW ROAD	24	24		
87-00252	8700113	CYPRESS CREEK	LINCOLN AVENUE	24			
87-00253	8700183	KELLY DITCH	BAKER ROAD	24			

ATTACHMENT A-1

Compliance Month for Warrick County is August

BRIDGE NUMBER	NBI NUMBER	(006A) FEATURE INTERSECTED	(007) FACILITY CARRIED	ROUTINE FREQ.	FRACTURE CRITICAL FREQ	UNDERWATER FREQ.	SPECIAL FREQ.
87-00254	8700114	CYPRESS CREEK	SHARON ROAD	24			
87-00257	8700116	CYPRESS CREEK TRIBUTARY	WETHERS ROAD	24			
87-00261	8700118	CYPRESS CREEK	JENNER ROAD	24			
87-00263	8700186	CYPRESS CREEK	ROEDER ROAD	24			
87-00264	8700120	CYPRESS CREEK	WARNER ROAD	24			
87-00265	8700121	CYPRESS CREEK TRIBUTARY	WARNER ROAD	24			
87-00266	8700122	CYPRESS CREEK	VANADA ROAD	24			
87-00267	8700185	TRIBUTARY OF CYPRESS CREEK	RED BRUSH ROAD	24			
87-00271	8700123	LITTLE PIGEON CREEK	YANKEETOWN ROAD	24	24		
87-00273**	8700124	LITTLE PIGEON CREEK	BONER ROAD	12	12**		
87-00275	8700126	OTTER CREEK	TENNYSON ROAD	24			
87-00276	8700127	BARREN FORK	PHILLIPS ROAD	24			
87-00280	8700130	COLES CREEK	PHILLIPS ROAD	24			
87-00284	8700131	LITTLE PIGEON CREEK	HENDRICKSON ROAD	24			
87-00285	8700132	OTTER CREEK	OLD DEGONIA ROAD	24			
87-00287*	8700133	BARREN FORK	TENNYSON ROAD	24*	24*		
87-00288	8700134	COLES CREEK	TENNYSON ROAD	24			
87-00291	8700135	HOSKINSON DRAIN	FROG POND ROAD	24			
87-00295	8700137	LITTLE PIGEON CREEK	TWIN BRIDGES ROAD	24			
87-00298	8700138	LITTLE PIGEON CREEK	BULLOCKTOWN ROAD	24			
87-00299	8700139	BARREN FORK	SHELTON ROAD	24			
87-00300	8700140	TIRBUTARY OF BARREN FORK	FRANZ ROAD	24			
87-00301	8700141	LITTLE PIGEON CREEK	MAXVILLE ROAD	24			
87-00302	8700142	WIRES DITCH	PHILLIPS ROAD	24			
87-00306	8700144	POKEBERRY CREEK	LINCOLN TRAIL ROAD	24			
87-00307	8700145	WIRES DITCH	LINCOLN TRAIL ROAD	24			
87-00309	8700146	LITTLE PIGEON CREEK	BARCHETT ROAD	24			
87-00310**	8700147	CANEY CREEK	MYERS ROAD	12	12**		
87-00311	8700148	CANEY CREEK	NEW HOPE ROAD	24			
87-00319	8700153	TRIBUTARY BARREN FORK	FOLSOMVILLE ROAD	24			
87-00321	8700155	OTTER CREEK	FOLSOMVILLE ROAD	24			
87-00345	8700157	TRIBUTARY COLES CREEK	HUNT TRAIL ROAD	24			
87-00346	8700158	COLES CREEK	HUNT TRAIL ROAD	24			
87-00354	8700159	TRIBUTARY BLUEGRASS CREEK	ST JOHNS ROAD	24			
87-00355	8700160	TRIBUTARY BLUEGRASS CREEK	ST JOHNS ROAD	24			
87-00356	8700161	EDWARDS DITCH	TELEPHONE ROAD	24			
87-00358	8700163	BIG CREEK	WEYERBACHER ROAD	24			
87-00359	8700164	TRIBUTARY OF CYPRESS CREEK	YANKEETOWN ROAD	24			
87-00361	8700166	TRIBUTARY OF SUGAR CREEK	HOLLAND ROAD	24			
87-00362	8700167	SUGAR CREEK	HOLLAND ROAD	24			
87-00368	8700190	HOWARD WILLIAMS DITCH	TELEPHONE ROAD	24			
87-00371	8700170	LITTLE PIGEON CREEK	OLD US 66	24	24		
87-00372	8700171	OTTER CREEK	TWO STORY ROAD	24			
87-00373	8700172	COLES CREEK	EAMES STATION ROAD	24	24		
87-00374	8700173	CYPRESS CREEK	VANN ROAD	12			
87-00376	8700175	BLUEGRASS CREEK	ELBERFELD ROAD	24			
87-00378 B	8700191	EDWARDS DITCH	OAK GROVE ROAD	24			
87-00380	8700179	COLES CREEK	MCNEELY ROAD	24	24		
87-00381	8700187	SQUAW CREEK	NEW HARMONY ROAD	24			

* Bridge 287 is closed to traffic. Fracture Critical not required until rehabilitated.
** Bridges 273 and 310 require a full fracture critical inspection every 12 months because the majority of the fracture critical members rate 4 or less.

Version 5-26-16

ATTACHMENT A-2

Summarize below the number of bridges per frequency of inspections for each type of inspection.

Inspection Type/Months	24	12	6	Other*
Routine				
Number of Bridges	104	9		
Bridge Numbers		34, 113, 136, 140, 162, 221, 273, 310, 374		
Fracture Critical				
Number of Bridges	18	2		
Bridge Numbers	34, 123, 124, 155, 164, 165, 183, 187, 200, 204, 221, 251, 271, 273, 310, 371, 373, 380	273, 310		
Underwater				
Number of Bridges				1
Bridge Numbers				140
Complex				
Number of Bridges				
Bridge Numbers				
Element				
Number of Bridges				
Bridge Numbers				
Special				
Number of Bridges				
Bridge Numbers				

Other* - Provide frequency and justification
Special** – Define type of Special Inspection required with justification

Underwater inspection is required every 60 months, and it is due in August 2020.
There are currently no bridges that require complex inspections in Warrick County.
There are currently no bridges that require element inspections in Warrick County.
There are currently no bridges that require special inspections in Warrick County.
Bridges 273 and 310 require a full fracture critical inspection every 12 months because the majority of the fracture critical members rate 4 or less.

Version 5-26-16

APPENDIX D

COMPENSATION

1. The CONSULTANT shall be paid for the work under this Contract a maximum fee not to exceed ~~Three Hundred Forty Nine Thousand One Hundred Fifty One Dollars and 44 Cents ($349,151.44)~~ unless a modification of the agreement is approved in writing by the LPA and INDOT. Four Hundred Forty Two Thousand Six Hundred and Sixteen and 96 Cents ($442,616.96)
2. The CONSULTANT shall be paid for the services in Appendix A at the Field Work and Office Work unit prices outlined in Section 4. The cost of field and office labor, rental equipment, sub-consultant costs, maintenance of traffic costs and all other expenses associated with the specific inspection type shall be included in the unit price for each type of inspection.
3. The CONSULTANT shall be reimbursed the direct non-salary costs for travel reimbursement (travel mileage, lodging and per diem expenses) in accordance with current State of Indiana Travel Policies and Procedures as outlined in Section 4.
4. The Unit Prices are as follows: **{SEE CONTRACT ATTACHMENT D-1}**

Routine Inspection

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Number of Bridges						
Field Work Price/Bridge						
Office Work Price/Bridge						
Total Fee Not to Exceed						

Facture Critical Inspection

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Number of Bridges						
Number of Members						
Number of Joints						
Field Work Price/Bridge						
Office Work Price/Bridge						
Total Fee Not to Exceed						

Underwater Inspection

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Number of Bridges						
Field Work Price/Bridge						
Office Work Price/Bridge						
Total Fee Not to Exceed						

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Complex Inspection

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Number of Bridges						
Field Work Price/Bridge						
Office Work Price/Bridge						
Total Fee Not to Exceed						

Element Inspection

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Number of Bridges						
Number of Superstructure Elements						
Number of Substructure Elements						
Number of Miscellaneous Elements						
Field Work Price/Bridge						
Office Work Price/Bridge						
Total Fee Not to Exceed						

Special Inspection

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Number of Bridges						
Field Work Price/Bridge						
Office Work Price/Bridge						
Total Fee Not to Exceed						

Overall Not to Exceed Amounts by Phase

	Phase I	Phase IA	Interim I	Phase II	Phase IIA	Interim II
Routine						
Fracture Critical						
Underwater						
Complex						
Element						
Special						
Travel Reimbursement						
Overall Totals						

Travel Reimbursement shall be a Lump Sum in accordance with current State of Indiana Travel Policies and Procedures.

5. If additional inspections are to be performed per Appendix A, the Consultant shall receive payment per the executed Supplemental Contract.

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6. The CONSULTANT shall submit invoices to the LOCAL PUBLIC AGENCY not more than once per month during progress of the bridge inspections. Such invoices shall represent the value, to the LPA, of the work completed during the time period covered per the unit price basis listed above. The CONSULTANT shall attach to the invoice voucher, an itemized summary of each inspection phase showing total work required, work completed and prior work which has received payment. The CONSULTANT shall attach supporting documentation for partially completed work payment. This documentation shall include but not limited sub-consultant invoices, equipment rental invoices and any reimbursable items.