WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
September 25, 2017
4:00 P.M.

The Warrick County Commissioners met in regular session with Dan Saylor, Vice President; and Bob Johnson, Member. Attorney Beau Dial attended. President Marlin Weisheit was not in attendance.

Auditor Debbie Stevens was attending AIC Conference and was not present.
Secretary Kristine Georges attended and recorded the minutes.

Vice President Dan Saylor called the meeting to order at 4:00 PM.

PLEDGE OF ALLEGIANCE

Dan Saylor: Thank you.

AREA PLAN COMMISSION
REZONING PETITIONS
PC-R-17-11 OAK GROVE ROAD

Dan Saylor: First thing on the agenda is APC.

Sherri Rector: Yes, Sir. First item is Rezoning Petitions. The first one, PC-R-17-11, Petition of Maken Corporation, Danny Ubelhor, President. Owner is the same. We do have a request to continue this rezoning until your October 10th meeting due to conversations with Newburgh Sewer.

Dan Saylor: Yes, Sir. How are you doing?

Jim Morley, Jr.: Hi, I'm here for this one (1) and the next one (1). So.

Dan Saylor: Okay, go ahead and state your name for record.

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

Roger Emmons: (Inaudible).

Sherri Rector: No, it's October the 10th but it's on a Tuesday.

Jim Morley, Jr.: I think the 9th is Columbus Day or something like that. And we would have been ready for the rezoning meeting tonight but there's some conversations going on with Newburgh Sewer.

Sherri Rector: We're continuing this.

Jim Morley, Jr.: That's why we're asking for the continuation.

Dan Saylor: Okay.

Roger Emmons: Columbus Day?

Sherri Rector: Right. The next meeting's on Tuesday instead of Monday.

Roger Emmons: Right.

Dan Saylor: So what is the date then?

Sherri Rector: October the 10th.

Dan Saylor: The 10th, okay.

Sherri Rector: Tuesday.

Dan Saylor: Okay, Tuesday.

Sherri Rector: Yes.

Dan Saylor: Okay.

Bob Johnson: I make a motion to postpone PC-R-17-11 'til...October 10th?

Sherri Rector: Yes.

Dan Saylor: Second. All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye. Thank you. Two, zero (2-0).

PC-R-17-12 PARK PLACE DRIVE

Sherri Rector: The next one (1) is Rezoning Petition PC-R-17-12, Petition of Maken Corporation, Danny Ubelhor, President. Owner Maken Corporation, Danny Ubelhor, President and RJB Properties, LLC by Jeanette Belmonte, Sole Manager, to rezone two point five (2.5) 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, being lots two (2) through five (5) in High Pointe Centre North Section 1D from C-4, General Commercial to PUD/C-4, Planned Unit Development consisting of C-4, General Commercial Zoning in Ohio Township. It was a unanimous recommendation of approval by the Planning Commission at their September 11, 2017 meeting. This is an extension of an existing apartments located off of Park Place Drive. And the plat and the drainage was approved at everyone's meetings, last meetings. And this will be County Commissioners' Ordinance 2017-25.

Dan Saylor: Okay. Do I have a motion to...?

Bob Johnson: I make a motion to approve PC-R-17-12 and...

Roger Emmons: Did you ask for remonstrators?

Dan Saylor: Oh.

Bob Johnson: Excuse me?

Roger Emmons: Did you ask for remonstrators?

Dan Saylor: Are there any...?

Bob Johnson: (Inaudible) I'm sorry.

Dan Saylor: Are there, anybody in the audience to oppose this? No? Okay. You got to keep me on track, Roger.

Jim Morley, Jr.: I liked where you were going. Just burn right through.

Roger Emmons: Yeah, you would.

Bob Johnson: I make a motion to approve PC-R-17-12...

Dan Saylor: Second.

Bob Johnson: It's going to be Ordinance 2017-25.

Sherri Rector: Yes.

Roger Emmons: Correct.

Dan Saylor: Second. All in favor?

Bob Johnson: Aye.

Dan Saylor: Aye.

Jim Morley, Jr.: Thank you very much.

Dan Saylor: Motion carries two, zero (2-0).

(Ordinance 2017-25 is located on Page 11 of these Official Minutes)

STREET ACCEPTANCE REQUEST BROOKSTONE SUBDIVISION SECTION 2

Sherri Rector: Street Acceptance Requests, Brookstone Subdivision, Section 2 by Jagoe Home Develop Corp. Manuel Ball, Vice President of Land Operations. Brookstone Drive is three hundred four point seven (304.7) lineal feet; Megan Drive, one thousand ninety-eight (1,098) lineal feet. A letter of credit expires on September 22nd. Bobby Howard has reviewed and signed off on the acceptance.

Dan Saylor: Do I have a motion?

Bob Johnson: Make a motion for street acceptance on Brookstone Subdivision, Section 2, by Jagoe Land Corp.

Dan Saylor: Second. All in favor?

Bob Johnson: Aye.

Dan Saylor: Aye. Motion carries two, zero (2-0).

(Street Acceptance for Brookstone Section 2 is located on Page 12 of these Official Minutes)

BROOKSTONE SUBDIVISION SECTION 3

Sherri Rector: And the next one (1) is Brookstone Subdivision, Section 3, by Jagoe Land Corp, Manuel Ball, Vice President of Land Operations. Brookstone Drive, four hundred fifty-two (452) lineal feet; Capstone Court, eight hundred

four point four (804.4) lineal feet; Capstone Court cul-de-sac, one (1) lineal foot. Letter of credit expires December 16th of this year. Mr. Howard has also reviewed and signed off.

Dan Saylor: Okay, we have a motion to approve?

Bob Johnson: I make a motion to approve Brookstone Subdivision, Section 3, Jagoe Land Corp.

Dan Saylor: Second. All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye. Motion carries two, zero (2-0).

Sherri Rector: Thank you, that's all I have.

Dan Saylor: Okay. Thank you.

(Street Acceptance for Brookstone Section 3 is located on Page 13 of these Official Minutes)

APPROVAL OF MINUTES
SEPTEMBER 11, 2017

Dan Saylor: Next item on the agenda is Approval of the Minutes for the Board of Commissioners' Meeting, September 11, 2017, Regular Session.

Bob Johnson: Make a motion to approve

Dan Saylor: Second.

Bob Johnson: The Minutes for September 11th.

Dan Saylor: Second. All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye. (Motion carried 2-0).

ITEMS FOR DISCUSSION
DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
UNIFIRST CUSTOMER SERVICE AGREEMENT FOR PARKS DEPARTMENT

Dan Saylor: Alright. County Administrator.

Roger Emmons: Thank you, Mr. President. First item I have is the proposed service agreement with UniFirst for providing uniforms services for the Warrick County Parks Department. I sent a copy of the proposed agreement to the Board and also to Todd. Beau, did you get a chance to look at that?

Beau Dial: I did not look at it. But Todd or Kristen have.

Roger Emmons: Okay.

Beau Dial: And they say it's good legal wise.

Roger Emmons: Thank you. And you know, Audrey did a great job out there. Joe and I both reviewed it. She managed to get them to drop some of the fees. The DEFE, that's Delivery Environmental Fuel and Energy charge that was sixteen dollars ($16.00). She got them lowered to six dollars and fifty cents ($6.50). And some of the other charges from a dollar fifty ($1.50) to a dollar ($1.00). And like the company name emblem combination from six dollars ($6.00) to five dollars ($5.00). It also has been approved exempt from any price increases this year. Not much time left in the year, but still that's good.

Dan Saylor: Yeah. Do I have a motion to approve the UniFirst Customer Service Agreement?

Bob Johnson: Make a motion to approve UniFirst, UniFirst Customer Service Agreement for Warrick County Parks.

Dan Saylor: Second. All in favor by saying, aye.

Bob Johnson: Aye.

Dan Saylor: Aye. Motion carries two, zero (2-0).

Roger Emmons: Thank you, Gentlemen.

(UniFirst Agreement is located on Page 14 of these Official Minutes)

ANNUAL FLU SHOTS FOR COUNTY EMPLOYEES AND SPOUSES

Roger Emmons: Next item I have is to discuss the annual flu shot. And the flu shots for County employees go back to

The rationale for the employees on the County's health plan is that as a wellness benefit, it's going to be covered by the plan so the County's going to pay for it one (1) way or another. The Health Department has been approved as a provider. For the County employees who are not on the County's health insurance plan, they're saving us a lot of money by being on a separate plan. So, the reasoning was to hopefully keep employees from getting sick from the flu and thereby being able to work more days instead of getting sick. So it's up to the Board if you want to approve this by motion.

Dan Saylor: Do I have a motion to approve the Annual Flu Shot?

Bob Johnson: I'll make the motion.

Dan Saylor: And I'll second it. All in favor saying, aye.

Bob Johnson: Aye.

Dan Saylor: Aye. Motion carries two, zero (2-0).

Roger Emmons: Thank you very much.

REQUESTS FOR FMLA LEAVE

Roger Emmons: Next is I have some Requests for FMLA Leave. Three (3) of them, one (1) was just received this morning and I've got some information down there. But there are two (2) of these that in my opinion were filed timely. There's no problem with those. There is, one (1) is a Sheriff's employee and one (1) is a Clerk's Office employee. I won't name names of course. But I know that Beau, Todd, and Kristen, they've just now today asked me for FMLA paperwork. That's the first time they've ever asked me for that. I think we're going to meet tomorrow morning at 9:00 (AM) with the Sheriff. And Todd's coming in for that. Dan, would you be able to sit in on that at 9:00 (AM) or…? If not I'll sit in on it and take notes.

Dan Saylor: I think I can. 9:00 AM tomorrow?

Roger Emmons: Yes, Sir.

Dan Saylor: Here?

Roger Emmons: Yeah, in your conference room.

Dan Saylor: Yes.

Roger Emmons: The one (1) employee of the Sheriff is similar to one (1) that you approved last month, which was admitted, I mean submitted somewhat late compared to the dates, the condition commenced, the doctor's certification, and there was delay in getting the paperwork to us, but you did approve that. So I'll defer to Bo if he has any comments he'd like to make. But I think you're on good ground for two (2) of the ones I have here.

Beau Dial: I think the one (1) you're referring to, because of the handbook, now this is just first impression. But should be approved. But I think waiting for that meeting tomorrow morning with Todd and the Sheriff, that probably would be the best practice.

Roger Emmons: So they're okay to approve it?

Beau Dial: No, I would say let's wait until the meeting.

Roger Emmons: For all three (3)? Or just…?

Bob Johnson: Just the one (1).

Beau Dial: Just the one (1).

Roger Emmons: Okay.

Beau Dial: Just the one (1). Yes.

Roger Emmons: Alright.

Dan Saylor: Okay, so we need to make a motion, do I have a motion to, what, we table the, this one (1)?

Roger Emmons: There's three (3) different categories here, even though two (2) of them are Sheriff's employees, one (1) is a dispatcher and one (1) is a deputy. So I think we can include the dispatcher and the Clerk's Office employee. Then table the other one (1).

Bob Johnson: Make a motion to approve the FMLA Leave for the Clerk's employee and the dispatcher employee for the Sheriff. And we'll table the third employee until after tomorrow's meeting.

Dan Saylor: I second that. All in favor say, saying, aye.

Bob Johnson: Aye.

Dan Saylor: Aye. Carries, motion carries two, zero (2-0).

Roger Emmons: Thank you very much.

HARSHAW TRANE CONTRACT FOR JAIL

Roger Emmons: Couple of other items. One (1) is a renewal for a service agreement with Harshaw Trane for the Warrick County Jail. I sent you an email back on September 14th that had a lot of information for, currently we're in the third year. It expires soon for the first agreement that was out there. Sheriff, did you have, you didn't have any problems with that? They came and did the maintenance and everything. We pay for these out of the Cum Cap Fund. We have a specific line item for HVAC for other County owned buildings. We've got a separate one (1) for the Judicial Center. Of course this would be for the Jail. So we started back in October 1, 2014, and the current agreement expires September 30th and due to some semantics, they confirmed that they won't, you know, you know, not cover it for October of this year but the new agreement states it runs from November 1st of this year up until, where was it?

Bob Johnson: 10-31-(2020).

Roger Emmons: 10-31-2020. Those costs for the first year are nine thousand three hundred and thirty-five dollars ($9,335.00). Year two (2) is nine thousand six hundred and fifteen dollars ($9,615.00). And year three (3) is nine thousand nine hundred four dollars ($9,904.00). And those all reflect a three (3) percent increase per year. I'd recommend you approve it by motion.

Dan Saylor: Okay, do I have a motion to approve the renewable service agreement with Harshaw Trane?

Bob Johnson: Make a motion to approve the service agreement with Harshaw Trane for the…

Dan Saylor: Second.

Bob Johnson: As Roger stipulated.

Dan Saylor: I second that. All in favor saying, aye.

Bob Johnson: Aye.

Dan Saylor: Aye. Motion carries two, zero (2-0).

Roger Emmons: Thank you very much.

(Harshaw Trane Contract is located on Pages 14 through 19 of these Official Minutes)

RESEARCH FOR HOOSIER START-ROTH IRA

Roger Emmons: The last item I have has to do with the Hoosier Start. That formerly was called the Deferred Compensation Plan and recently we had a couple of representatives of Hoosier Start come down. They not only reviewed existing accounts but they signed up new employees, new enrollees. Six (6) years ago, we, the Commissioners signed a letter and an amendment that went to the State that it would not allow contributions to ROTH IRA. That was because our payroll system at the time would not accommodate that type of contribution. Heather Soberg, the Auditor's Payroll Deputy, says our new system, our current system does accommodate those. So I would recommend you approve by motion today at least for Heather to contact Hoosier Start, see if there is an amendment for the Board to sign, and I'll bring it to the next meeting October 10th.

Dan Saylor: Okay.

Roger Emmons: That will at least get the ball rolling. You're not officially approving the actual contribution.

Bob Johnson: I make a motion to do the research into the Hoosier Start employee contribution to the ROTH IRA and we can have something to look at next meeting.

Roger Emmons: Yes.

Dan Saylor: Second. All in favor by saying, aye.

Bob Johnson: Aye.

Dan Saylor: Motion carries two, zero (2-0).

Roger Emmons: Thank you, gentlemen. That's all I have for today for this week.

COUNTY ASSESSOR
PROPOSAL FOR CYCLICAL REASSESSMENT CONTRACT

Dan Saylor: Next item on the agenda is our County Assessor. Good evening.

Sarah Redman: Good evening. Sarah Redman, Warrick County Assessor. With me today…

Brett Bombick: Brett Bombick with Tyler Technologies.

Sarah Redman: And Brett's here to answer any questions regarding the contract. We sent out a proposal for the next four (4) years for our cyclical contract…

Roger Emmons: Sorry, Sir, could you spell your name for us.

Sarah Redman: Oh.

Roger Emmons: Thank you very much.

Sarah Redman: We did receive one (1) proposal and that was Tyler Technologies. They are currently our vendor.

Bob Johnson: Did you, you sent it out for proposal and you only got one (1), one...

Sarah Redman: Yes.

Bob Johnson: Quote back? Kind of limited then.

Dan Saylor: Sarah, what do they do for you?

Sarah Redman: They do all the Cyclical Reassessment including trending, sales disclosures, all the...he can explain.

Brett Bombick: Field work, as far as, we are required to do by law a quarter of the parcels within the County to review for reassessment work. Every year for four (4) years and as she said, the trending which we have to do a sales comparison on how sales are coming in verses how we're assessing them to make sure by, by law we're assessing them properly. There's statistical measures we have to meet. Both the amount of parcels we're looking at and how we're assessing those, there's statistical measures we have to meet when it comes to coefficient of dispersions, median ratios, price related differentials, things of that nature. We also do software updates to their Akima System. We do, we're kind of one (1) stop shopping for everything.

Dan Saylor: Okay.

Bob Johnson: I make a motion to approve the proposal for the Cyclical Reassessment Contract.

Beau Dial: Mr. President, if I could real fast...

Bob Johnson: I'm sorry.

Beau Dial: We received this, that proposal this morning and haven't reviewed it. So I would recommend any approval be pending our approval.

Bob Johnson: So moved.

Dan Saylor: Okay, second that. All in favor?

Bob Johnson: Aye.

Dan Saylor: Aye. Motion carries two, zero (2-0).

Sarah Redman: Thank you.

Dan Saylor: So on their review of that...?

Sarah Redman: I talked to Beau already.

Dan Saylor: Okay, good deal. Alright, thank you.

Sarah Redman: Thank you.

Bob Johnson: Thanks, Sarah.

(Tyler Technologies Cyclical Reassessment Contract is located on File in the Auditor's Office)

COUNTY ATTORNEY
ORDINANCE 2017-24 SECOND AND THIRD READING

Dan Saylor: Next on the agenda is County Attorney.

Beau Dial: Okay, first thing on the agenda is the Ordinance for Claims and Late Fees. This is the Second and Third Reading. This is an Ordinance setting forth the process for timely and correctly filing claim vouchers to the Auditor so that claims can be paid on time to allow the Auditor to pay claims on time. And if not timely or correctly filed then late fees can be assessed depending upon who was at mistake, the Auditor or the Department. The claims would be assessed against one (1) or the other. This was read into the Minutes September 11, 2017, and yeah, Second and Third Reading. So if there aren't any questions.

Dan Saylor: (Inaudible) go ahead.

Bob Johnson: (Inaudible) Marlin. (Inaudible) last time.

Dan Saylor: This is the Second and Third Reading. Yeah, I don't have any questions on it.

Bob Johnson: I make a motion to approve Ordinance 2017-24 Ordinance of the Board for the Code of Ordinances.

Dan Saylor: I second that. All in favor saying, aye.

Bob Johnson: Aye.

Dan Saylor: Motion carries two, zero (2-0).

(Ordinance 2017-24 is located on Pages 19 through 20 of these Official Minutes)

PROPOSED ORDINANCE ON PROCUREMENT POLICIES

Beau Dial: Alright, the second item on the agenda is the Proposed Ordinance on Procurement Policies. This was tabled previously on August 28th and again September 11th. The final draft is not complete yet. We've just had, haven't had time to get approval and reassessment from Joe Grassman. So we recommend that we remove it from the agenda until that final draft can be completed. Just so it's not bogging down the agenda.

Dan Saylor: So, remove it or table it?

Beau Dial: Remove it.

Dan Saylor: Remove it? Okay.

Bob Johnson: I make a motion to remove the proposed Ordinance on Procurement Policies until further notice. Until the draft is complete.

Dan Saylor: Second that. All in favor saying, aye.

Bob Johnson: Aye.

Dan Saylor: Aye. Motion carries two, zero (2-0).

Beau Dial: That is all I have.

Dan Saylor: Alright, thank you.

COUNTY AUDITOR
NON-CERTIFIED CLAIMS

Dan Saylor: County Auditor.

Kristine Georges: Good afternoon, Kristine Georges presenting for the Auditor's Office this evening as the Auditor is currently attending a conference. I have two (2) things which she has asked for me to present to you this evening, the Certified and the Non-Certified Claim Vouchers. First is the Non-Certified Claims Voucher that needs your approval. This voucher contains the four (4) Claims from the Prosecutor's Office for donations paid from the Pre-Trial Diversion Fund 2504. You approved the Claims themselves at the last meeting pending documentation. The Auditor's Office did receive documentation but it was a general statement and not for anything specific in training, so they are being presented today as a whole on the Non-Certified Voucher for your approval.

Dan Saylor: I, so, do I have a motion to approve the Non-Certified Claims?

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

Dan Saylor: And I second those. All in favor saying, aye.

Bob Johnson: Aye.

Dan Saylor: Aye. Motion carries two, zero (2-0).

Kristine Georges: Thank you very much, Gentlemen.

(Non-Certified Claims are located on Page 20 of these Official Minutes)

CERTIFIED CLAIMS

Kristine Georges: And the last thing is the Certified AP Voucher Claims for today, September 25, 2017, ready for signature in the amount of one million six hundred seventy-eight thousand four hundred fourteen dollars and eleven cents ($1,678,414.11).

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

Dan Saylor: Second. All in favor by saying, aye.

Bob Johnson: Aye.

Dan Saylor: Aye. Motion carries two, zero (2-0).

Kristine Georges: Thank you very much.

Dan Saylor: Thank you, Kristine.

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

COUNTY BUILDING COMMISSION
VACATION PAY BACK

Dan Saylor: County Building Commission.

Dennis Lockhart: Dennis Lockhart, Warrick County Building Commissioner. I'm here to request a transfer of two thousand five hundred and twenty-six dollars and sixty-nine cents ($2,526.69) from the Part-Time Help Fund into the Inspector's Pay Fund. The, over the last few years, I have not been able to take a vacation. And last year, I just let it go. But this year, I just feel like I need to get paid for working when I'm not supposed to. Or actually supposed to be on vacation. So that's what this request is for.

Roger Emmons: And this is something that has been approved for other employees in the past. So you're not setting a precedence here. This, Krystal has already put the transfer on the Council on October 5th agenda, I believe?

Dennis Lockhart: Yes.

Roger Emmons: But he definitely needs to get the Commissioners approval so he can advise the Council of that.

Dan Saylor: Do I have a motion to approve the vacation pay in the amount of two thousand twenty-five dollars and sixty-nine cents ($2,025.69) for our Building Commissioner.

Bob Johnson: It's twenty-five-twenty-six ($2,526.00), right?

Dennis Lockhart: It's twe...yeah, twenty-five-twenty-six-sixty-nine ($2,526.69).

Dan Saylor: I stand corrected.

Bob Johnson: I make a motion to approve the vacation pay or to move the funds for Mr. Lockhart.

Dan Saylor: Second. All in favor saying, aye.

Bob Johnson: Aye.

Dan Saylor: Aye. Motion carries two, zero (2-0).

Dennis Lockhart: Thank you, Gentlemen.

Roger Emmons: Thank you, Dennis.

COUNTY ENGINEER/HIGHWAY
LPA BRIDGE INSPECTION CONTRACT
SUPPLEMENTAL #1

Dan Saylor: County Engineering/Highway.

Bobby Howard: I have one (1) item tonight. I recently received the INDOT LPA Bridge Inspection Contract. This is what will allow us to receive Federal Funds. It's Supplement #1 to our original contract due to an additional fourteen (14) bridges that are considered fracture critical in our inspections. Because INDOT changed what was required to be fracture critical. So to follow with the policies, you need to approve this in order to receive three hundred fifty-four thousand ninety-three dollars and fifty-seven cents ($354,093.57) in Federal Funds.

Bob Johnson: I make a motion to approve the Bridge Inspections Supplement.

Dan Saylor: Second. All in favor by saying, aye.

Bob Johnson: Aye.

Dan Saylor: Aye. Motion carries two, zero (2-0).

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

Dan Saylor: All you have?

(LPA Bridge Inspection Supplemental #1 is located on Pages 22 through 23 of these Official Minutes)

COUNTY PURCHASING
JC FLOOR MAINTENANCE EQUIPMENT BIDS

Dan Saylor: County Purchasing.

Joe Grassman: Joe Grassman, Purchasing Manager. My issue was tabled, was tabled last meeting regarding the new floor maintenance and cleaning equipment for the Judicial Center. Since last meeting I had, I had Brian Magazine of Gem Chemical send us a scenario, a potential cost of repairing those machines, the scrubber and the burnisher. I think I, well, I sent you an email on it. Basically it's going to cost us between six hundred dollars ($600.00) dollars to get it to a point where those things are operational enough to be able to assess where there's more damage. Or whether it needs more, more parts. So we're going to have at least twenty-six hundred dollars ($2,600.00) in it at that point and probably more. They, that money is going to be put into machines that are over around twenty (20) years old. And basically in my opinion they've outlived their useful life at this point. I know that even if we got them running I don't think that they'd operate properly and do the job. So again it's my recommendation...
Bob Johnson: What was the cost of the new ones, Joe?

Joe Grassman: Okay, the new ones, for the scrubber, it's a Tennet T-300 and the price was six thousand eight hundred fifteen dollars and eighty-five cents ($6,815.85). And that's a brand new machine, no hours. The other machine, the burnisher, was a demo. But it had less than two (2) or three (3) hours on it. So basically it's a brand new machine with full warranty, it's a Nobles, and Nobles Speedgram, or excuse me, Speedgleam 5 and it was priced at four thousand eight hundred and forty-eight dollars and seventeen cents ($4,848.17).

Dan Saylor: Was there another one (1)?

Bob Johnson: There was a third (inaudible).

Joe Grassman: Yes. The, the, the, the Square Scrub, Doodle Scrub, was the, priced six hundred twenty-two dollars and sixty-eight cents ($622.68). That's...

Bob Johnson: Was that necessary? Or is that why you didn't bring it up?

Joe Grassman: No, I just didn't know if you wanted to do, cause I think Roger, we're talking about leasing the two (2) big machines and maybe buying the little one (1) outright. So...

Roger Emmons: Right. The two (2), I checked, the company that Gem Chemical uses is All Lines Leasing. And I submitted to them a request and they confirmed my calculations so that we would be, well the subtotal for the two (2) new ones that Joe just referenced is eleven thousand six-sixty-four-'o-two ($11,664.02). And then there was a trade in allowance of three hundred and fifty dollars ($350.00). So that left a total of eleven thousand three hundred fourteen dollars and two cents ($11,314.02). And our monthly payment, given their term rate factor of point zero-three-zero-seven-zero (0.03070) for thirty-six (36) months would be three-forty-seven-thirty-four ($347.34) a month. Over that term we would pay out twelve thousand five-'o-four-twenty-four ($12,504.24). So a little over a thousand dollars ($1,000.00) over three (3) years in interest for that. I think we can find in the budget money for this Doodle Scrubber. I think it will really improve the looks of the bathroom floors and the steps. I've seen it and it really looks excellent. And the custodians just love it.

Joe Grassman: Yeah, the two (2) custodians are really excited about that piece of equipment. I think it's make it a lot more efficient and do a much better job.

Dan Saylor: The Doodle?

Joe Grassman: Yes.

Dan Saylor: So, what's your thoughts on, Roger, to purchase them outright, is that, is that not a good option? To save the thousand dollars ($1,000.00)? Or no?

Roger Emmons: To purchase them outright (inaudible)...

Dan Saylor: (Inaudible) to do our budget.

Roger Emmons: I don't think we got any funds in any budget right now that we can transfer. That means going to the County Council for an additional. And I don't think they'll approve one (1). I mean it's worth a shot I guess that we go to them and ask them for the money in the Equipment line item. And, is it Commissioners or Courthouse?

Joe Grassman: What's that?

Roger Emmons: There's two (2) different budgets, I forget, but there is an Equipment. It's a 4400.00 line item, which is a capital purchase. And I'd be happy to do that for you.

Dan Saylor: What's your thoughts, Bob?

Bob Johnson: Lease them for a year and we'll buy them outright next year.

Dan Saylor: Okay. Do I have a motion to...?

Roger Emmons: If they'll do that?

Dan Saylor: Okay. So you can, will you check on the, if we can pay them off early and no penalty.

Roger Emmons: Certainly.

Dan Saylor: Okay, okay. So do I have a motion to give our administrator the authority to look and see about the equipment purchase on a lease and with an early pay off option.

Bob Johnson: I concur with that.

Dan Saylor: Do I have a motion for that?

Bob Johnson: I make that motion.

Dan Saylor: And I second that. All in favor by saying, aye.

Bob Johnson: Aye.

Dan Saylor: Aye. Motion carries three (3), zero (0).

Roger Emmons: Two (2), zero (0).

Bob Johnson: Thank you, Joe.

Joe Grassman: What about the Doodle Scrub?

Bob Johnson: I thought we already worked that out.

Roger Emmons: I mean are you okay with that?

Dan Saylor: Yes.

Joe Grassman: Okay, alright.

Dan Saylor: So we want to show on that, that motion the Doodle Scrubber to be purchased outright.

Roger Emmons: Purchased outright.

Dan Saylor: Is that okay?

Roger Emmons: Yeah.

Kristine Georges: Hey, you're looking at the wrong person.

Bob Johnson: (Inaudible).

Roger Emmons: Bob just added that to his motion.

Dan Saylor: Yeah, okay.

Roger Emmons: And Dan's second.

Dan Saylor: Second, yes. Alright. Thank you.

Joe Grassman: Thank you.

COUNTY SHERIFF

Dan Saylor: County Sheriff.

Brett Kruse: (Inaudible) nothing.

Dan Saylor: Nothing. Okay.

COMMISSIONER ITEMS FOR DISCUSSION.

Dan Saylor: Mr. Johnson?

Bob Johnson: I have nothing.

Dan Saylor: Counsel?

Beau Dial: I'm good.

Dan Saylor: I think if no one (1) else has anything, make a motion…

Bob Johnson: I make a motion to dismiss.

Dan Saylor: Second. All in favor say, aye. Aye.

Bob Johnson: Aye, aye. (Meeting adjourned).

ADJOURNMENT: Meeting adjourned at 4:31 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

(Not present)

MARLIN WEISHEIT, PRESIDENT

DAN SAYLOR, VICE PRESIDENT

ROBERT JOHNSON, JR., MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2017-23

PLAN COMMISSION DOCKET # PC-R-17-12

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 PUD w/C-4, as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate:

Lots 2, 3, 4, and 5 in High Pointe Centre North Section 1D, as per plat thereof, recorded in Document No. 2006R-000474 in the office of the Recorder of Warrick County, Indiana, being part of the Southeast Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana, being more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 22; thence along the east line thereof, North 00 degrees 27 minutes 09 seconds East 360.00 feet to the Southeast corner of said Lot 2, said point being the point of beginning; thence along the south line of said Lot 2, South 89 degrees 32 minutes 51 seconds West 365.98 feet to the Southwest corner of said Lot 2, said point being on the east line of Park Place Drive; thence along the east and south lines of said Park Place Drive the following 5 calls, North 00 degrees 27 minutes 09 seconds West 16.71 feet; thence North 03 degrees 18 minutes 54 seconds West 100.32 feet; thence North 00 degrees 27 minutes 09 seconds West 84.25 feet to the point of curvature of a curve to the right having a central angle of 90 degrees 14 minutes 34 seconds and a radius of 100.00 feet from which the chord bears North 44 degrees 40 minutes 08 seconds East 141.72 feet, thence along the arc of said curve 157.50 feet; thence North 89 degrees 47 minutes 25 seconds East 270.57 feet to the Northeast corner of said Lot 3; thence along the east line of said Lots 3 and 2, South 00 degrees 27 minutes 09 seconds East 300.00 feet to the point of beginning containing 2.50 acres (109,087 sq.ft.).

Which real estate is now zoned and classified as part of the C-4 District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall and the same is hereby rezoned and reclassified from said C-4 District to said PUD w/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.

ATTEST:
County Auditor

Sept. 25, 2017
Date Approved

President

Member

Member
BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA

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

Signature

Printed Name

This document prepared by Bret A. Sermersheim of Morley and Associates, Inc.

J:\5000s\5000-5099\5063\Park Place 5 PUD\Surveying 3D\Documents\5063.4.010A Rezone Ordinance-to PUD.doc

FILED
MAY 3 1 2017
WARRICK COUNTY
AREA PLAN COMMISSION

Street Acceptance

Date: May 31, 2017 Receipt#: 32005

NAME OF SUBDIVISION: Brookstone Subdivision Section 2

on recorded in 2015R-008523 in the office of the Recorder of Warrick County, Indiana.

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

NAME OF STREET	NO. OF LINEAL FEET
Brookstone Drive	364.7
Megan Drive	1,099

Jagon Land Corporation
Subdivision Developer

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

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

I have inspected subject streets and recommend acceptance.

County Highway Engineer

ACCEPTED:
Date: 9-25-17

BOARD OF COUNTY COMMISSIONERS

WARRICK COUNTY AUDITOR

This instrument was prepared by :
Matthew T. Calvert

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.
MATT CALVERT

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

» 812.464.9595 office 812.464.2514 FAX
» 4800 Rosebud Ln., Newburgh, IN 47630
» morleycorp.com

September 15, 2017

FILED
SEP 1 5 2017
WARRICK COUNTY
AREA PLAN COMMISSION

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

Re: Brookstone Subdivision Section 2
Engineer's Certification
Morley and Associates, Inc. Project No. 5255.4.017-B

Dear Mr. Howard,

As of September 15, 2017, I certify that Megan Drive and the portion of Brookstone Drive within Section 2 have been completed in general compliance with the approved road plans. All deficiencies addressed in Steve Sherwoods letter dated May 26, 2017 have been completed with the exception of the erosion control inserts within the curb inlets. To help reduce silt from leaving the site as homes are constructed we ask that these be allowed to stay. We ask that the roadways within Section 2 be accepted for maintenance.

Sincerely,

Matt Calvert, P.E.
Project Engineer

cc: File
Manuel Ball
Sherri Rector
Steve Sherwood

J:\9000s\5200-5299\5255\CMI 3D\Documents\Brookstone\Sec 2 Roadway Acceptance\Section 2 Road Certification 9-15-17.doc.docx

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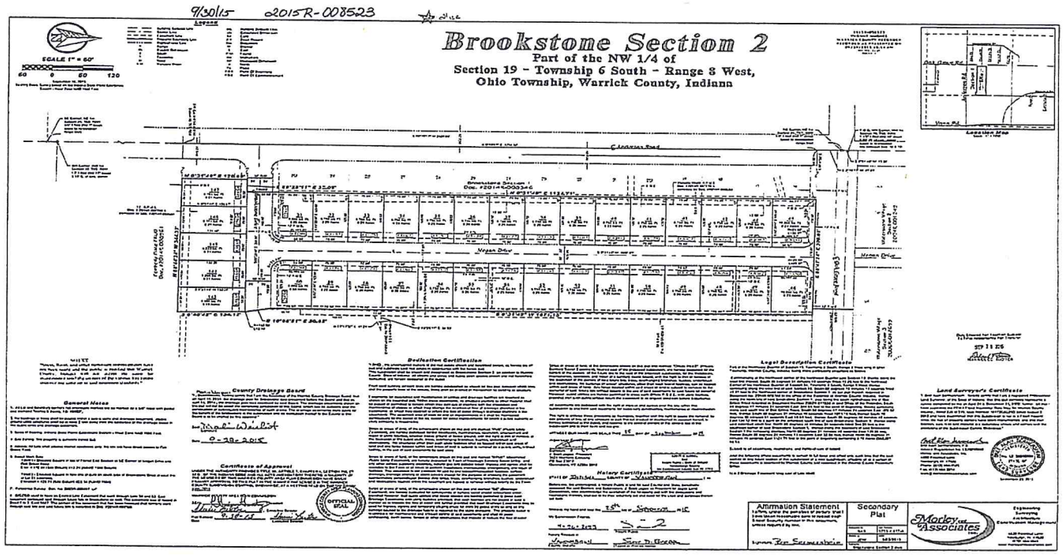
9/30/15 2015R-008523



FILED
MAY 3 1 2017
WARRICK COUNTY
AREA PLAN COMMISSION

Street Acceptance

Date: May 22, 2017 Receipt#: 22605

NAME OF SUBDIVISION: Brookstone Subdivision Section 3
as recorded in 2015R-011133 in the office of the Recorder of Warrick County, Indiana.
I hereby request acceptance of the following streets for maintenance by the County:

NAME OF STREET	NO. OF LINEAL FEET
Brookstone Drive	452.0
Capstone Court	804.4
Capstone Court Cul-de-Sac	1

Jayco Land Corporation
Subdivision Developer

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

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

I have inspected subject streets and recommend acceptance.

County Highway Engineer

ACCEPTED:
Date: 9-25-17

BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

This instrument was prepared by:
Matthew T. Calvert

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.
MATT CALVERT

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

September 15, 2017

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

FILED
SEP 1 5 2017
WARRICK COUNTY
AREA PLAN COMMISSION

Re: **Brookstone Subdivision Section 3**
Engineer's Certification
Morley and Associates, Inc. Project No. 5255.4.017-B

Dear Mr. Howard,

As of September 15, 2017, I certify that Capstone Court and the portion of Brookstone Drive within Section 3 have been completed in general compliance with the approved road plans. All deficiencies addressed in Steve Sherwoods letter dated May 26, 2017 have been completed with the exception of the erosion control inserts within the curb inlets. To help reduce silt from leaving the site as homes are constructed we ask that these be allowed to stay. We ask that the roadways within Section 3 be accepted for maintenance.

Sincerely,

Matt Calvert, P.E.
Project Engineer

cc: File
Manuel Ball
Sherri Rector
Steve Sherwood

J:\5000s\5200-5299\5255\Civil 3D\Documents\Brookstone\Sec 3 Roadway Acceptance\Section 3 Road Certification 9-15-17.doc.docx

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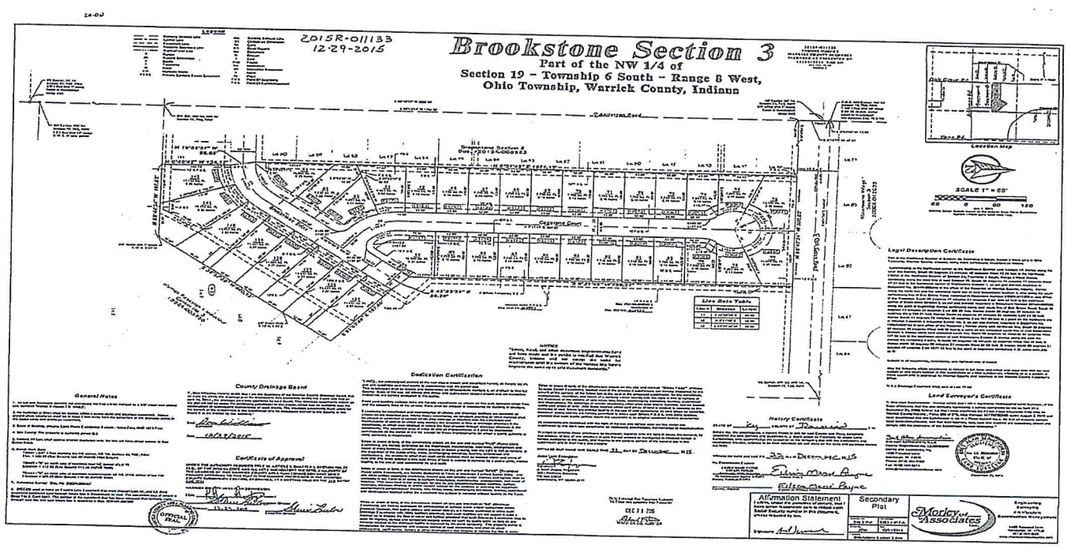

PAGE 1 OF 2

UniFirst U1st

NEW ACCOUNT ☐ EXISTING ACCOUNT ☒
INSTALLATION DATE ________ MM/DD/YYYY

AGREEMENT NO. 423427
CUSTOMER NO. 768173

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) WARRICK CO. PARKS DEPT
ADDRESS 800 EAST TENNYSON ROAD
BOONVILLE, IN 47601
PHONE (812) 897-6200

LOC. NO. 086
ROUTE NO. 65600
DATE 07/10/2017
SIC/NAICS 7999

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST PRODUCT	MERCH. BUYOUT	WEEKS BETWEEN DELIVERY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD	TOTAL FULL SERVICE	TOTAL VALU-LEASE
03UM LS SHIRT-UNIFIRST MICROCH			1	1	11	~~.3600~~	.33	3.96	3.63
04MM SS POLO-100%POLY NO PKT M	21.91		1	1	6	~~.3600~~	.34	2.16	2.04
04UM SS SHIRT-UNIFIRST MICROCH			1	3	27	~~.2900~~	.28	7.83	7.56
1034 SHORT-65/35 PLAIN FRONT 1	18.22		1	1	5	~~.3400~~	.34	1.75	1.70
1091 JEAN-DENIM 100% COTTON			1	5	55	~~.4400~~	.42	24.20	23.10

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

CHARGE	AMOUNT
Garment Preparation per piece	~~1.50~~ 1.00
Name Emblem per piece	
Company Emblem per piece	
Company/Name Emblem Combination	~~6.00~~ 5.00
Direct Embroidery	
Garment Maintenance Program	NO
Loss Protection Maintenance Program	NO
Linen Maintenance	NO

CHARGE	AMOUNT
Non-stock Sizes per piece	20%
Restocking Fee per piece	2.50
Exchange Fee per piece	2.50
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (see description on last page)	~~$16.00~~ 6.50 DG
Automatic Mop Replacement	

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☒

COMMENTS

Exempt from price increase in 2017.

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

SALES REP: SALES REP (Print Name) ________ DATE ________

ACCEPTED⁵: LOCATION MANAGER (Signature) ________ DATE ________

LOCATION MANAGER (Print Name and Title) ________

The undersigned agrees to all Customer Service Agreement Terms above and on Page 2⁶ and attests to have the authority to execute for the named CUSTOMER and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: CUSTOMER (Signature) X [signature] DATE X 9.25.17
Warrick County Commissioners for Parks Dep't.
CUSTOMER (Print Name and Title) X Dan Saylor ~~Martin Weisheit~~
Acting President
EMAIL X parks@warrickcounty.gov

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² Merchandise which is Val-U-Leased is not cleaned by UniFirst.
³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
⁴ All returned checks and declined credit/debit cards subject to $35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.
⁶ Customer Service Agreement Terms on Page 2 must be signed by CUSTOMER and must accompany all copies of Customer Service Agreement.

TCUK **CORPORATE OFFICE COPY** Renewal 0316 Rev002

PAGE 2 OF 2

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. The Customer orders from UniFirst Corp. ("UniFirst") rental and related services for all of Customer's requirements for garments and other items ("Merchandise") of the type listed on the reverse, at the prices and upon the terms and conditions outlined. Additional Merchandise requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed its quality standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and set-up charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in services and/or quality of Merchandise unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least sixty (60) days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within sixty (60) days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst; providing that all previous balances due UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the service provided for in this Agreement, by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or of any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60 month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. All charges are based upon the total Merchandise covered by this Agreement and may change as the amount of such Merchandise is increased or decreased. Any Merchandise payments required pursuant to this Agreement will be at UniFirst's list replacement price(s) then in effect. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUR0000SAG, other goods and services or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within ten days after receipt of such notice or notation.

Prices are based on fifty-two weeks of service per year. Customer agrees to pay all charges on receipt of invoice or, if a pre-approved charge customer, per standard terms. A late charge of 1 1/2% per month (18% per year) will be added to all amounts not paid within thirty days of invoice. If Customer fails to make timely payment, UniFirst, may at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may include a DEFE charge to cover all or portions of certain expenses including:

D – DELIVERY, or expenses associated with the actual delivery of services and products to customers' places of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E – ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F – FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E – ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections.

Flame Resistant. If the Merchandise supplied is designated as flame resistant ("FR"), it is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR garments will not provide significant protection from burns in the immediate area of high heat contact, due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR garments are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility. If the Merchandise supplied is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfied particular Class I, Class II or Class III ANSI/SEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of visibility Merchandise will adversely affect its conspicuity.

Healthcare/Food-Related. Healthcare and food-related customers acknowledge that (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for Customer's needs, and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (* *Poly-bag services incur additional charges.*)

Customer agrees to notify all employees that the Merchandise is for general occupational use and, except for FR or visibility garments, affords no special wearer protections. Customer further agrees to notify all employees who will be wearing FR or visibility garments that such garments provide only limited protection as set forth herein and only under certain conditions. In addition, Customer acknowledges that (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses, (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use, (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation FR and visibility garments), and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair.

If any Merchandise supplied hereunder is Merchandise that (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand), (2) consists of non-UniFirst manufactured or customized FR garments, or (3) consists of garments that have been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's service program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all Standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

All disputes of whatever kind between Customer and UniFirst based upon past, present or future acts, whether known or unknown, and arising out of or relating to the negotiation, formation or performance of this Agreement shall be resolved exclusively by final and binding arbitration. The arbitration shall be conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed to by Customer and UniFirst) pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the Federal Arbitration Act. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding. This paragraph is governed by New York law (exclusive of choice of law). The arbitrators shall award to the substantially prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" are defined as all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative costs, travel expenses, out-of-pocket expenses, such as copying and telephone expenses, court costs, witness fees, and attorneys' fees.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to a Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein, means UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature [signature] Date 9-25-17 (I have read and agree to all of the above Terms.)

Renewal 0316 Rev002

Form - TCUK 2

see SUSTAINABLE ENERGY ENVIRONMENTS

Harshaw Trane

Building Optimization Services Proposal

Warrick County Jail

September 12, 2017
Submitted By:
Matt Healy

Harshaw Trane
Service Agreement

Warrick County Jail
100 S.R. 62 West
Boonville, IN 47601

September 12, 2017

Agreement Type:

Updated
Scheduled Maintenance Program #1751

Submitted by:
Matt Healy
12700 Plantside Drive
Louisville, KY 40299

The information contained within this proposal is proprietary and confidential. Reproduction and distribution is not permissible without prior and written approval of Harshaw Trane.

Facilities and Systems included within this Service Agreement

QTY	MANUFACTURER	EQUIPMENT TYPE	MODEL #	SERIAL #
1	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047	120110511L
1	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047E	120110522L
1	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047	120110532L
1	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047E3	120110542L
1	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047E	120110552L
1	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047	120110562L
1	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047	120110572L
1	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047	120110592L
1	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC	120110597L
1	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC037	120110607L
1	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC092F	120210164L
1	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC092	120210229L
1	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC092	120210237L
1	TRANE	ROOFTOP UNIT WITH GAS HEAT	YHC047	120110582L
3	MITSUBISHI	MINI SPLIT SYSTEMS	PUY	16U03373C/16U03378C/ 16U03379C
3	REZNOR	UNIT HEATERS	UDA	BLA79Y8N37999X, BLA79Y8N38000X, BLA79Y8N38434X
1	TRANE	KITCHEN MAKE-UP AIR UNIT	DFOA	2012-0020552001
1		DOMESTIC HOT WATER HEATER		

SCHEDULE OF SERVICES

THE SERVICE COMPANY agrees to furnish services in accordance with the enclosed "Terms and Conditions". This AGREEMENT shall become valid only upon acceptance by CUSTOMER and by the SERVICE COMPANY. The effective date will be set by the Service Company and as described in the enclosed "Supplemental Terms and Conditions".

Equipment	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
(8) Rooftop Units	PM,CC,FC	FC	PM,FC	FC
(8) Rooftop Units	PM,CC,FC	FC	PM,FC,BC	FC
(3) Mini Split Systems	PM,CC,CF	CF	PM,CF	CF
(3) Unit Heaters			PM	
(1) Kitchen MAU	PM,FC		PM,FC	
(1) Domestic Hot Water Heater			PM	

SERVICE LEGEND: CC = CONDENSER CLEANING; PM = OPERATIONAL INSPECTION; FC = FILTER CHANGE; BC = BELT CHANGE; CF = CLEAN FILTER

ADDITIONS AND EXCEPTIONS
(1) This offering is subject to the attached Harshaw Trane terms and conditions.
(2) Water accessibility is to be provided by the owner within 50 feet of the equipment.

PRICING & ACCEPTANCE			
Option	Date	Price	Accept (Please initial)
Annual	11/1/2017 – 10/31/2018	**$9,335** per year, payable in **advance.**	DS
	11/1/2018 – 10/31/2019	**$9,615** per year, payable in **advance.**	DS
	11/1/2019 – 10/31/2020	**$9,904** per year, payable in **advance.**	DS

Notes:
1. Multiyear service agreements are invoiced annually.
2. Purchase Order for a 3-year agreement should clearly state that pricing is based upon the selection of the 3-year optional pricing.
3. A discount is available for clients that choose to pay the annual agreement amount in advance in lieu of quarterly. If annual pricing was indicated, the discount is reflected in the above pricing.
4. Cancellation Policy - This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by the Customer, the Customer shall pay to Harshaw Trane the balance of the Service Agreement Fee applicable to the then current 12 month period of the Term. For Intelligent Services agreements, the balance is calculated by dividing the annual fee by 12 and multiplying by the number of months that the agreement is active in that given 12 month period. For agreements set up to invoice startup costs in partial via monthly payments or multiple years, the Customer shall be required to pay Harshaw Trane the outstanding set up costs, in full, at the time of agreement termination.
5. The Service Agreement Fee is based on performance during regular business hours.
6. Please note special Intelligent Services agreement cancellation terms and conditions noted within the "Other Features & Benefits" section of this agreement document.
7. R'newals and Overhauls on chillers as recommended by the manufacturer are required to maintain coverage under Select maintenance agreements. The cost of the R'newal/Overhaul is not included under this coverage. Failures which occur as a result of overdue R'newals/Overhauls are not covered.

Customer Acceptance:	Harshaw Trane:
Signature Dave Seyler	Signature
Title Vice President/ Acting President on 9-25-17	Title
Acceptance Date September 25, 2017	Acceptance Date
P.O. #: 21749	Effective Date (Established by Harshaw Trane)

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Description of Services

DESCRIPTION OF SERVICES FOR COMMERCIAL ROOFTOP UNITS (2-105 TON)

APPLICABLE EQUIPMENT: Eight (8) Direct Drive Rooftop Units and six (6) Belt Driven Rooftop Units with Natural Gas Heat*

(1) **OPERATIONAL INSPECTIONS –**

(A) **SUMMER** – One (1) time annually:
- Make operating log of temperatures, pressures, voltages, and amperages
- Check and adjust operating controls as required
- Check crankcase heater and compressor oil level
- Inspect belts for wear, alignment, and tension
- Visual inspection for signs of refrigerant leaks

(B) **WINTER** – One (1) time annually:
- Check operation of burner or heating elements
- Check and adjust operating controls as required
- Inspect belts for wear, alignment, and tension

(2) **FILTER CHANGE** – Filters will be changed four (4) times annually.

(3) **CONDENSER CLEANING** -The condenser coils will be cleaned on an annual basis. Thorough rinsing of the coils will be required. Water accessibility is to be provided by the owner within 50 feet of the equipment.

(4) ***BELT CHANGE** –The six (6) belt driven Rooftop Units – will have belts changed, one (1) time annually.

DESCRIPTION OF SERVICES FOR MINI SPLIT SYSTEMS

APPLICABLE EQUIPMENT: Three (3) Mini Split Systems

(1) **SCHEDULED PREVENTATIVE MAINTENANCE** – Two (2) inspections during the operating season will be made and include:

Indoor Unit
- Inspect coil.
- Inspect drain pan and drain line.
- Check and adjust operating and safety controls.
- Check operation of control circuit.
- Check operation of motor and starter.
- Inspect fan.
- Lubricate fan and motor as required.
- Inspect air filters.
- Inspect all door gaskets, hinges and latches to verify airtight.

Outdoor Unit
- Make operating log of temperatures, pressures, voltages, amperages, etc.
- Check and adjust operating and safety controls.
- Check operation of crankcase heater.
- Check operation of control circuit.
- Check operation of motor and starter.
- Check operating log with operator. Discuss operation of the machine in general.

(2) **CONDENSER CLEANING** -The condenser coils will be chemically cleaned on an annual basis. Thorough rinsing of the coils will be required. Water accessibility to be provided by the owner within 50 feet of the equipment.

(3) **CLEAN FILTER** – Clean filters, four (4) times annually.

DESCRIPTION OF SERVICES FOR CABINET UNIT HEATERS

APPLICABLE EQUIPMENT – Three (3) Unit Heaters

(1) **OPERATIONAL INSPECTION** – One (1) time annually:
- Check the main and auxiliary drain pans to be sure the pans are clean and do not impede the condensate flow drain line.
- Inspect the cabinetry for chips or corrosion. Clean or repair to provide unit protection.
- Inspect the fan wheel and housing for damage. Rotate the fan wheel manually to be sure movement is not blocked by obstructions.
- Inspect the coil fins for excessive dirt or damage. Remove dirt and straighten fins.
- Clean and tighten all electrical connections.
- Inspect water strainer for dirt and debris.

DESCRIPTION OF SERVICES FOR MAKE-UP AIR UNIT

APPLICABLE EQUIPMENT: One (1) Kitchen Make-Up Air Unit

(1) **OPERATIONAL INSPECTION** – Two (2) times a year, a thorough preventative maintenance schedule will be performed including the following:
- Check fuel supply.
- Inspect burner and controls prior to startup.
- Start burner and check operating controls.
- Test safety controls and pressure relief valve.
- Check operation of control circuit.
- Check operation of motor and starter.
- Inspect fan.
- Lubricate fan and motor as required.
- Inspect air filters.
- Inspect and adjust belt alignment and tension.
- Inspect all door gaskets, hinges and latches to verify airtight.

(2) **FILTER CHANGE** – Change filters two (2) times annually.

DESCRIPTION OF SERVICES FOR WATER HEATER

APPLICABLE EQUIPMENT: One (1) Domestic Hot Water Heater

(1) **OPERATIONAL INSPECTION** – One (1) time annually:
- Review operation with customer for problems and trends.
- Check control set point and operation
- Record hot water supply, where applicable.
- Bottom-blow heater tank to remove sediment.
- Check all wiring, insulation and connections on heater and controls.
- Check safety power cutoff on heater, where applicable.
- Inspect flue system, where applicable.
- Test operation of automatic vent dampers, where applicable.
- Test flame failure protection device.
- Report conditions and repair requirements, if any.

Harshaw Trane Terms and Conditions (Service)

The following "Terms and Conditions" are attached to and made a part of the Service Agreement ("Agreement") between the named Customer and Harshaw Trane.

Harshaw Trane's Services are furnished pursuant to and subject to the following terms and conditions, except for any Services that are the subject of a pre-existing valid written agreement currently in effect between Harshaw Trane and Customer, in which case such written agreement shall apply.

1. Acceptance. A Proposal or Agreement made upon these terms is subject to Customer acceptance in writing delivered to Harshaw Trane within thirty (30) days from the date hereof. If your order is an acceptance of a written Proposal on a form provided by Harshaw Trane, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Harshaw Trane's offer, subject to credit approval, to provide the services solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Harshaw Trane shall rely upon your silence as an acceptance of these terms and conditions and any performance will be pursuant hereto. Customer's acceptance of services by Harshaw Trane will in any event constitute an acceptance by Customer of these terms and conditions.
2. Term, Renewal, and Cancellation. The Initial Term of this Agreement shall be as stated in the "Pricing & Acceptance" section hereof. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to the Renewal Pricing Adjustment, upon Harshaw Trane's delivery to Customer of a service renewal letter at least forty-five (45) days in advance of the scheduled expiration date and Customer's failure to notify Harshaw Trane in writing no later than thirty (30) days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Harshaw Trane the balance of the Service Agreement Fee applicable to the then current 12 month period of the Term. The Service Agreement Fee is based on performance during regular business hours.
3. Renewal Pricing Adjustment. The Service Agreement Fee for an impending Renewal Term shall be the Current Service Agreement Fee (defined as the Service Agreement Fee for the Initial or Renewal Term immediately preceding the impending Renewal Term) adjusted by the following: (a) increase and/or decrease for additions and/or deletions to Scope of Services; (b) 25% of the Current Service Agreement Fee shall be adjusted based upon the calendar year change in the (i) U.S. Bureau of Labor Statistics Producer Price Index for selected commodity groupings (Metals and Metal Products) for Services performed in the United States
(c) 65% of the Current Service Agreement Fee shall be adjusted based upon the change to cost of labor; and (d) 10% of the Service Agreement Fee shall be adjusted based upon changes to Harshaw Trane services overhead costs, which include but are not limited to the cost of fuel, truck leasing, and office-related overhead factors. The Service Agreement Fee for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.
4. Payment and Taxes. Payment is due upon receipt of Harshaw Trane's invoice. Except as may otherwise be provided in the "Service Agreement Fee" section, annual Service Agreement Fee amounts shall be paid in advance of performance of the Services. Harshaw Trane reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Harshaw Trane may discontinue services whenever payment is overdue. In addition to the stated Service Agreement Fee, Customer shall pay all taxes not legally required to be paid by Harshaw Trane or, alternatively, shall provide Harshaw Trane with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Harshaw Trane in attempting to collect amounts due.
5. Termination. This Agreement may be terminated by either party upon a material breach by the other party of its obligations hereunder upon fourteen (14) calendar days prior written notice to the breaching party and the failure of the breaching party to cure the breach within such fourteen (14) day period. Notwithstanding any termination, Customer shall remain liable to Harshaw Trane for any amounts for services provided by Harshaw Trane and not then paid.
6. Performance. Harshaw Trane shall perform the services described in this Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. Except as otherwise provided in writing in "Scope of Services," Services will be performed during Harshaw Trane's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor rates. Harshaw Trane's duty to perform under this Agreement and the Service Agreement Fee are subject to the approval of Harshaw Trane's credit department, are subject to Events of Force Majeure, and contingent upon the ability to procure materials from the usual sources of supply. Upon disapproval of the credit department or upon the occurrence of any such event as aforesaid, Harshaw Trane may delay or suspend performance or, at its option, renegotiate Service Agreement Fees, and/or terms and conditions with the Customer. If Harshaw Trane and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for services rendered by Harshaw Trane to the date of cancellation. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Equipment being in a maintainable condition. In no event shall Harshaw Trane have any obligation to replace Equipment that is no longer maintainable. During the first 30 days of this Agreement, and/or upon seasonal start-up (if included in the Services), an inspection by a Harshaw Trane technician of Covered Equipment indicates repairs or replacement is required, Harshaw Trane will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Harshaw Trane may remove the unacceptable Equipment from the "Equipment Coverage" or "Scope of Services" sections of this Agreement and adjust the Service Agreement Fee accordingly. During the Term, Harshaw Trane may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Harshaw Trane and in no event shall become a fixture of customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with providing service on Customer equipment. Harshaw Trane reserves the right to remove such items at its discretion. Harshaw Trane may refuse to perform any services or work where working conditions could endanger or put at risk the safety of Harshaw Trane employees or subcontractors.
7. Customer Obligations. Customer shall:
(a) Provide Harshaw Trane reasonable and safe access to all Equipment;
(b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Equipment; unless expressly stated in the Scope of Services statement, Harshaw Trane is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the equipment; Harshaw Trane shall not be responsible to perform any subsequent repairs to the Equipment necessitated by Customer's failure to follow such manufacturer recommendations;
(c) Units (5) years of age or greater which have not had a tube analysis within the previous (12) months will require an analysis within the first year;
(d) Units (7) years of age or greater which have not had a bearing inspection, will require one prior to contract acceptance. After inspection and restoration of equipment to its original operating conditions, coverage will become effective in accordance with the terms of this agreement;
(e) Reimburse Harshaw Trane for services, repairs, and/or replacements performed by Harshaw Trane beyond the "Scope of Services" or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing regular, overtime and holiday rates for labor, vehicle charges and prices for materials, and may at Harshaw Trane's option be subject to a separate written agreement prior to its undertaking such work. Prevailing rates subject to change with 30 day written notice;
(f) Unless water treatment is expressly included in Harshaw Trane's Scope of Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Harshaw Trane.
8. Exclusions. Unless expressly included in "Scope of Services" or "Equipment Coverage," the services to be provided by Harshaw Trane do not include, and Harshaw Trane shall not be liable for, any of the following:
(a) Any guarantee of room conditions or system performance;
(b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; high voltage starters (over 600 volts); recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, mis-adjustment or design deficiencies in other equipment or systems;
(c) Repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of Equipment, accident, negligence of Customer or others, damage due to freezing weather, calamity or malicious act;
(d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Harshaw Trane as part of this Agreement;

(e) Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments;
(f) Failure or inadequacy of any structure or foundation supporting or surrounding the Equipment or any portion thereof;
(g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment;
(h) The normal function of starting and stopping the Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Equipment against damage;
(i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement;
(j) Any responsibility for design or redesign of the system or the Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers;
(k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement;
(l) Failure of Customer to follow manufacturer recommendations concerning overhaul and refurbishing of the Equipment;
(m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi;
(n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of Harshaw Trane's Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of Services. Customer shall be responsible for the cost of any additional replacement refrigerant;
(o) Operation of the equipment;
(p) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Harshaw Trane.
9. Warranties. (a) Trane manufactured material supplied and installed by Harshaw Trane is warranted to be free from defect in material and manufacture for a period of twelve months from the earlier of the date of start-up or replacement and Harshaw Trane's obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) labor is warranted (to have been properly performed) for a period of 90 days from completion and Harshaw Trane's obligation under this warranty is limited to correcting any improperly performed labor; and (c) non-Harshaw Trane equipment and/or parts are not warranted by Harshaw Trane and shall have such warranties as are extended to Harshaw Trane by the respective manufacturer. Labor to install parts supplied by Customer is not warranted by Harshaw Trane. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HARSHAW TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. HARSHAW TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**
10. Indemnity. Harshaw Trane and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or agents. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.
11. Limitation of Liability. NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS, OR PUNITIVE DAMAGES.
12. Asbestos and Hazardous Materials. Harshaw Trane's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Harshaw Trane become aware of or suspect the presence of Hazardous Materials, Harshaw Trane may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Harshaw Trane (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Harshaw Trane. Harshaw Trane shall be required to resume performance of the services only when the affected area has been rendered harmless.
13. Insurance. Harshaw Trane agrees to maintain insurance in the following minimum amounts during the Term: Commercial General Liability -- $1,000,000 per occurrence; Automobile Liability -- $1,000,000 CSL; Workers Compensation -- Statutory Limits. If Customer has requested to be named as an additional insured under Harshaw Trane's insurance policy, Harshaw Trane will do so but only to the extent of Harshaw Trane's indemnity assumed under the indemnity provision contained herein. Harshaw Trane does not waive any rights of subrogation.
14. Force Majeure. If Harshaw Trane shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Harshaw Trane's election (i) remain in effect but Harshaw Trane's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Harshaw Trane for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Harshaw Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Harshaw Trane.
15. Services Other Than Solely Scheduled Service. If Harshaw Trane's services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Harshaw Trane being obligated to perform hereunder;
(b) any changes, adjustments, service or repairs made to the Equipment by any party other than Harshaw Trane, unless approved by Harshaw Trane in writing, may, at Harshaw Trane's option, terminate Harshaw Trane's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Agreement Fee shall be made; and (c) Customer shall (i) promptly notify Harshaw Trane of any unusual performance of Equipment; (ii) permit only Harshaw Trane personnel to repair or adjust Equipment and/or controls during the Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.
16. General. To the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which work is performed. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Harshaw Trane. Subject to the foregoing, this Agreement benefit of the parties hereto and their permitted successors and assigns. Except as provided for Service Agreement Fee adjustments, no modifications, additions or changes may be made to this Agreement except in a writing signed by both parties. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Harshaw Trane reserves the right to change the terms and conditions herein at any time upon written notice to Customer provided at least thirty days prior to the effective date of such changes.

Data Usage - Supplemental Terms and Conditions

The use of the term "you," "your," and the like means the entity identified as the customer in the agreement to which these Supplemental Terms and Conditions pertain, including its employees, shareholders, officers, and directors. References to "us," "we," "our," and the like means the entity identified as the Company, Trane/Harshaw Trane, in its Terms and Conditions of sale.

1. Terms Supplemental. These Supplemental Terms and Conditions are supplemental to the Company's Terms and Conditions of sale applicable to your purchase of product and/or services from Company ("Terms and Conditions") and are an integral part of our offer and agreement to sell. The Terms and Conditions and these Supplemental Terms and Conditions are intended to be complementary and construed as a whole. However, in the event of an irreconcilable conflict, these Supplemental Terms and Conditions shall control.
2. Electronic Monitoring. Any electronic monitoring we perform is undertaken solely to enable us to collect the data and perform any analysis included in our services. You agree that we are not liable for losses that may occur in cases of malfunction or nonfunctioning of equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of your equipment and building systems.
3. Ownership of Data. All data relating to the performance and condition of your building systems that we collect in connection with our performance hereunder shall be owned by you, provided that you are granting to us the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data we collect from you. We shall not use or publish such data in any way that identifies you as the source of that data without your prior written consent. The data we will collect from you will not include any personal or individual information.
4. Data Privacy and Security. We have implemented various security measures for the purpose of protecting your data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. You are responsible for maintaining the confidentiality of your user name(s) and password(s). You are responsible for all uses of your password(s), whether or not authorized by you. You must inform us immediately of any unauthorized use of your user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result we cannot ensure total control of the security of such systems. We will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. You acknowledge that the very nature of communication via the Internet restricts us from offering any guarantee of the privacy or confidentiality of information relating to you passing over the Internet. In gaining access via the Internet, you also acknowledge and accept that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. You therefore accept that access and storage of data is at your own risk. We will notify you of any breach in security of which we become aware. Any breach in privacy of which you become aware should be reported by you to us immediately. We do not disclose your information to third parties for their marketing purposes, but we do use third party software and services to assist us with collecting and analyzing information. We may also disclose your information if required to do so by law, in which case, we would inform you of such disclosure.
5. Data Retention. Upon your written request, we will endeavor to provide an electronic copy of data collected from you, subject to availability. We will use commercially reasonable efforts to store your data for up to 18 months. We cannot guarantee the availability of the data.
6. Ownership of Intellectual Property. Notwithstanding any provision to the contrary, as between you and us, we own and retain all title and ownership of all intellectual property rights in the software, firmware, analytics, and service processes used to provide services, and consequently both you and us agree that these Supplemental Terms and Conditions do not constitute and may under no circumstances be construed as the granting of any license to such intellectual property rights.
7. Disclaimer of Warranty; Limitation of Liability. The services provided, including any reports we provide, are intended to provide operational assessments and recommendations only and are intended to supplement, but not replace, manual inspections of your equipment and building systems. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE ARE NOT LIABLE FOR GAPS IN DATA COLLECTED.
8. TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING: DAMAGES OR INJURY (OTHER THAN PERSONAL INJURY CAUSED BY OUR NEGLIGENCE) REGARDLESS OF THE CAUSE OR DURATION; FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN THE INTELLIGENT SERVICES; FAILURE OF PERFORMANCE; INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; YOUR NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; OR UNAUTHORIZED ACCESS TO YOUR DATA OR COMMUNICATIONS NETWORK.
9. Communications – Analog Modem Facilities. You authorize us to utilize your telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for your use for extended periods of time while data is being collected from your building systems and equipment. We are not responsible for any adverse impact to your communications infrastructure. You understand that we will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if we are unable to acquire, transmit or maintain a connection over your telephone service.
10. Communications – Ethernet -You authorize us to utilize your network infrastructure to provide the contracted services and acknowledge that we are not responsible for any adverse impact to your communications infrastructure. You understand that we will not be able to collect data when network issues do not allow for successfully communications between our data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if we are unable to acquire, transmit or maintain a connection over network or the Internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.
11. Logging and Data Mining. You grant us the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to users of our products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by us for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of our products and services.

Harshaw Trane

OPTIMIZING FACILITIES FOR LIFE

Please complete and return with the enclosed Service Agreement.

A.	**Sold To**	Company Name:	Warrick County Jail
		Address:	100 S.R. 62 West Boonville, IN 47601
		Phone #:	812-897-6096
		Email Address:	kbaker@warrickcountysheriff.com
B.	**Bill To** (if different from above)	Name:	Warrick County Commissioners
		Address:	107 W. Locust St., Suite 301 Boonville, IN 47601
		Phone #:	812-897-6120
C.	Individual in charge of physical facilities:	Name:	Brett Kruse
	(Management or Supervisor Level)	Title:	Warrick County Sheriff
		Phone #:	812-897-6180
		Email Address:	bkruse@warrickcountysheriff.com
D.	Name of equipment operators		Larry Sulawske Kae Baker
E.	Purchasing Agent	Name:	Joe Grassman
F.	Safety Director	Name:	Roger Emmons
G.	Who should the Service Representative report to when arriving at the facility?		Larry Sulawske
H.	To whom should the Service Representative report the results of the visit?		Brett Kruse/Mike Wilder
I.	What individual should receive copies of Service Work Reports?		Brett Kruse/Larry Sulawske
J.	Who can authorize the Service Representative to perform additional services or work overtime?		Brett Kruse/Mike Wilder
K.	Any other special instructions for us to consider in performing the services purchased:		
L.	Tracer Summit Phone # (if applicable)	Phone #:	

11/21/14 12 of 12 Harshaw Trane Service

ORDINANCE 2017-24

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING § 39.05 OF THE WARRICK COUNTY CODE OF ORDINANCES

WHEREAS, pursuant to Indiana Code § 36-2-6-4.5, the Board of Commissioners of Warrick County (hereafter, "Warrick County") may adopt an ordinance allowing money to be disbursed for lawful county purposes; and

WHEREAS, Warrick County, from time to time, amends the policies and procedures applicable to the Warrick County Auditor for the payment of claims.

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

Section 39.05 of the Code of Ordinances of Warrick County, Indiana, is hereby amended in its entirety as follows:

§ 39.05 AUDITOR PAYMENT OF BILLS AND CLAIM VOUCHER PROCESS.

(A) *Payment of just debts of the County prior to due date.*

The Warrick County Auditor is directed to make payment of those expenses listed in subsection (C) below prior to its due date when qualified claims have been filed with the County Auditor in a correct and timely manner.

(B) *Claim Voucher Process.*

(1) Claim vouchers for all claims, including for credit card charges, must be submitted to the Warrick County Auditor's Office in a correct and timely manner.

(2) Claim vouchers for credit card charges are considered qualified, correct and timely if the claim voucher:

(a) is executed on County Form 17;

(b) is submitted with an itemized written receipt attached;

(c) contains a charge for a lawful expense of Warrick County, as determined by the Indiana Code;

(d) is properly signed and authenticated as true and correct by the person submitting the claim;

(e) is submitted to the Warrick County Auditor's Office within a reasonable time after purchase (preferably forty-eight (48) hours) or within a reasonable time upon return to work if incurred out of town (preferably within forty-eight (48) hours); and

(f) submitted to the Warrick County Auditor's Office no later than ten (10) business days before the payment on the credit card is due.

(3) If an individual fails to submit a claim voucher in accordance with the immediately preceding subsection, then that person shall have a continuing obligation to correct any information necessary for the claim voucher to come into compliance with said subsection. The Warrick County Auditor shall take action to reasonably expedite communication with the office holder or department head to obtain the corrected claim voucher in a timely manner.

(4) Penalty for late fees/penalties incurred by Warrick County:

(a) If a claim voucher is qualified, correct and timely submitted to the Warrick County Auditor's Office, and Warrick County incurs late fees/penalties for untimely payment, then Warrick County Auditor shall be personally liable for any such fees/penalties.

(b) If a claim voucher is not for a qualified expense, not timely submitted to the Warrick County Auditor's Office or not correctly submitted, and Warrick County incurs late fees/penalties for untimely payment, then the office holder or department head seeking payment for the claim voucher shall be personally liable for any fees/penalties.

(c) If a dispute arises as to whether a claim voucher was qualified, correct or timely submitted to the Warrick County Auditor's Office, the Warrick County Board of Commissioners shall in its discretion determine whether said claim voucher was qualified and submitted in a correct and timely manner.

(5) This Section is adopted by virtue of I.C. 36-2-6-4.5, which specifically provides that a county executive may adopt an ordinance allowing money to be disbursed for lawful county purposes under this section and further provides that notwithstanding I.C. 5-11-10 with the prior written approval of the Board having jurisdiction over the allowance of claims, the County Auditor may make claim payments in advance of Board allowance for certain kinds of expenses including, but not limited to utility payments or utility connection charges and expenses described in an ordinance provided that such expenses are supported by a fully itemized invoice or bill and certification by the County Auditor and further provided that the county executive or County Board having jurisdiction over the allowance of the claim shall review and allow the claim at its next regular or special meeting following the pre-approved payment of the expense and that such payment of expenses under this section must be published in the manner provided under I.C. 36-2-6-3.

Commissioners' Ordinance 2017-24

(C) *Claims to be paid by Auditor.*

(1) The Warrick County Auditor is directed to make claim payments in advance of Warrick County Board of Commissioners allowance for the following kinds of expenses:

(a) Property or services purchased or leased from the United States government, its agencies or its political subdivisions.

(b) Insurance premiums.

(c) Utility payments or utility connection charges.

(d) General grant programs where advance funding is not prohibited and the contracting party posts sufficient security to cover the amount advanced.

(e) Grant of state funds authorized by statute.

(f) Lease or rental payments.

(g) Bond and coupon payments.

(h) Payroll.

(i) State or federal taxes.

(j) Expenses that must be paid because of emergency circumstances.

(k) Expenses described in an ordinance.

(l) Contract payments.

(m) Qualified, correct and timely credit card claims if the due date for the credit card is prior to the time the Board of Commissioners can approve same.

(2) Each payment of expense must be supported by a fully itemized invoice or bill as described above in subsection (B) of this Section and certification by the Warrick County Auditor.

(3) The Warrick County Board of Commissioners having jurisdiction over the allowance of the claim shall review and allow the claim at its next regular or special meeting following the pre-approved payment of the expense.

(4) A payment of expenses under this section must be published in the manner provided under I.C. 36-2-6-3.

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 25th day of September, 2017.

[signatures on the following page]

Commissioners' Ordinance 2017-24

WARRICK COUNTY
BOARD OF COMMISSIONERS

Marlin Weisheit, President

Dan Saylor, Vice President

Robert H. Johnson, Jr., Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Todd I. Glass, Esq. #13982-18
FINE & HATFIELD, A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

Warrrick County Claims for Payment

CHANDLER POLICE DEPARTMENT	$ 1,000.00
NEWBURGH POLICE DEPARTMENT	$ 1,000.00
BOONVILLE POLICE DEPARTMENT	$ 1,000.00
WARRICK CO. SHERIFF DEPARTMENT	$ 1,000.00
Grand Total:	**$ 4,000.00**

The four non-certified claims were approved by the Commissioners, pending they were provided necessary documentation. Documentation has been provided, Commissioners need to sign for approval.

Marlin Weisheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

Warrick County Claims for Payment

AIGNER HARDWARE	$	533.52
AIRGAS USA, LLC	$	409.04
ALAN ENVIRONMENTAL PRODUCTS	$	429.36
ALTSTADT'S	$	398.76
B-HIVE PRINTING	$	208.00
BLESCH BROS EQUIPMENT CO INC	$	286.42
BOONVILLE LAWN AND GARDEN INC.	$	4,228.62
BROWN'S RADIATOR SERVICE, INC.	$	2,391.89
BUMPER TO BUMPER / BTB CHANDLER	$	37.04
CDW GOVERNMENT, INC.	$	1,840.27
COMPASS MINERALS	$	82,073.44
EAST PINES ANIMAL CLINIC INC	$	128.00
ERB EQUIPMENT COMPANY	$	763.72
EROSION RESOURCES & SUPPLY	$	84.00
FORTERRA PIPE & PRECAST-MIDWEST REG US	$	2,800.00
GEM CHEMICAL COMPANY, INC.	$	1,123.75
HAMLIN EQUIPMENT RENTAL	$	998.75
ILLINOIS FIRE & POLICE EQUIPMENT	$	621.75
INDOFF, INC.	$	212.97
J & J SUPPLY, INC.	$	1,059.70
KENWAY DISTRIBUTORS INC	$	359.95
LAW CHEVROLET BUICK PONTIAC	$	1,687.42
LIEBERMAN TECHNOLOGIES	$	1,400.00
NIX SANITARY SERVICE	$	140.00
O'REILLY AUTO PARTS	$	168.76
OFFICE DEPOT, INCORPORATED	$	371.06
PAXTON MEDIA GROUP, LLC	$	133.80
PIRANHA SHREDDING/RECYCLING INC.	$	135.00
PLUMBERS SUPPLY CO INC	$	166.97
PURDUE CES FUND-WARRICK COUNTY	$	410.48
SIEGELS	$	312.93
SIGNS NOW	$	39.52
SISCO'S AMERICAN HOSE & HYDRAULICS	$	21.20
SOUTHEASTERN EQUIPMENT CO.,INC	$	584.26
ST VINCENT EVANSVILLE MEDICAL	$	90.47
ST. MARY'S WARRICK HOSPITAL	$	2,338.64
THE HOME CITY ICE COMPANY	$	285.60
TRI-STATE LIGHTING & SUPPLY CO INC	$	90.47
TRI-STATE REPORTING, INC.	$	126.40
UBELHOR TREE SERVICE LLC	$	250.00
UNIFIRST CORPORATION	$	37.23
VISION GREEN	$	280.00
WABASH VALLEY SERVICE CO	$	1,879.60
WARRICK AUTOMOTIVE SUPPLY	$	893.76

WARRICK COUNTY TREASURER	$	612.35
WARRICK PUBLISHING CO	$	35.25
WARRICK SOLID WASTE MGT DIST	$	499.40
B-HIVE PRINTING	$	59.00
BRETT M ROY	$	1,350.00
DAVID HEAL	$	143.00
ECONOMIC DEV COALITION OF SW IN	$	194.80
HOUSTON LANDSCAPING	$	60.00
IN COUNCIL JUV & FAM CRT JDGS	$	195.00
JERRY AIGNER CONSTRUCTION,INC.	$	10,775.00
LESLIE, BEVERLY	$	111.14
MARTIN & MARTIN, INC.	$	1,500.00
MELODY NELSON	$	96.00
AFLAC PREMIUM HOLDING	$	4,281.78
APPLIED LAND SOLUTIONS	$	3,093.75
AS2, INC.	$	3,500.00
ASSOCIATION / INDIANA COUNTIES	$	120.00
AT&T	$	82.29
B-HIVE PRINTING	$	97.00
BARBI SHELTON	$	25.72
BAYER'S PLUMBING INC.	$	9,700.00
BEEM, JUDY	$	150.00
BJ FARRELL	$	150.00
BLANKENBERGER BROS INC	$	98,469.72
BOONVILLE NATURAL GAS CORP.	$	66.91
BOONVILLE UTILITIES	$	420.24
BOSTON MUTUAL LIFE INSURANCE CO	$	1,860.71
BUSINESS EQUIPMENT	$	15.00
CATHY OSER	$	55.03
CDW GOVERNMENT, INC.	$	113.10
CHANDLER UTILITIES	$	140.21
CLERK - WARRICK COUNTY SUPERIOR COURT	$	62.50
CLERK-TREASURER--BOONVILLE	$	9,076.44
CLERK-TREASURER--CHANDLER	$	4,676.44
CLERK-TREASURER--ELBERFELD	$	1,060.07
CLERK-TREASURER--LYNNVILLE	$	1,336.18
CLERK-TREASURER--NEWBURGH	$	5,534.46
CLERK-TREASURER--TENNYSON	$	449.55
CORRISOFT, LLC	$	226.60
COURTNEY PERSOHN	$	253.93
TEAMSTERS LOCAL #215	$	2.00
DEBBIE DRAKE	$	280.48
DEBORAH K STEVENS	$	150.00
DIANE ALEXANDER	$	1,375.58
DIVISION OF CHILD SUPPORT	$	104.00
DOSSETT CONSULTING	$	500.00
DUKE ENERGY	$	175.78

ENVIRONMENTAL MANAGEMENT CONSULTANT INC	$	950.00
FINE & HATFIELD, PC	$	4,934.00
FIRST BANKCARD	$	1,471.13
GUY GENTRY	$	50.00
INDIANA ASSOC OF CO COMMISSIONERS	$	205.00
INDIANA OFFICE OF TECHNOLOGY	$	104.57
JACY L GOWEN	$	871.14
JEFF WILLIS	$	50.00
JEFFREY L VALIANT	$	50.00
JILL M ROBINSON	$	400.00
JOHNSON, MEAGAN	$	2,400.00
JSK ASSOCIATES INC	$	900.00
KATIE GENTRY	$	604.12
KAUFMAN, MITZI	$	150.00
KELLER SHROEDER	$	685.00
KIM KELLEY	$	20.34
KIMBERLY ROCKHILL	$	59.84
MATTHEW BENDER & CO INC	$	99.89
MCCULLOUGH, MEGHAN	$	150.00
MEDICAL BENEFITS ADMINISTRATORS, INC.	$	152,650.09
METZGER CONSTRUCTION CO INC.	$	225,836.49
MICHELE BREIVOGEL	$	17.60
MORRIE DOLL	$	1,350.00
MOUNTAIN VALLEY OF EVANSVILLE	$	30.50
MOUNTS ELECTRIC INC.	$	885.66
MULZER CRUSHED STONE, INC.	$	10,683.27
NEOPOST POSTAGE ON CALL	$	2,000.00
PAT BROOKS	$	150.00
PATRICIA PERRY	$	75.82
PAUL KRUSE	$	145.00
PC QUEST	$	724.99
PIKE GIBSON WATER, INC	$	22.95
POSEY'S SUPERMARKET INC	$	21.25
PURDUE UNIVERSITY COOPERATIVE EXT. SERV.	$	38.72
QUALITY CORRECTIONAL CARE, LLC	$	13,973.33
SATELLITE TRACKING OF PEOPLE LLC	$	1,684.50
SILVA, ADAM	$	49.76
SPENCER COUNTY CLERK	$	30.00
SPRINT	$	336.24
STEVEN A. SHERWOOD	$	39.92
STOLL KEENON OGDEN PLLC	$	3,442.50
STORAGE GUARDIAN	$	631.54
SUBSCRIBER RENEWALS	$	30.00
SUPERIOR AG RESOURCES	$	480.60
TEVAULT, KYLE	$	1,270.71
THE MURPHY ELEVATOR CO INC	$	275.91
TIME WARNER CABLE	$	839.02

TOTAL COURT SERVICES	$	263.50
TOWN OF NEWBURGH	$	10,471.00
TRACTOR SUPPLY CO	$	122.97
TREASURER OF STATE OF INDIANA	$	243.54
UNIFIRST CORPORATION	$	172.61
VECTREN ENERGY DELIVERY	$	339.10
WABASH VALLEY SERVICE CO	$	7,463.26
WARREN MATHIES	$	885.42
WARRICK COUNTY TREASURER	$	94,684.61
WARRICK PUBLISHING CO	$	20.82
WARRICK SOLID WASTE MGT DIST	$	439.20
WEX BANK	$	217.75
WILLIAM BYERS	$	50.00
WOW! BUSINESS	$	3,543.44
ZIEMER STAYMAN WEITZEL SHOULDERS	$	1,250.00
AARON FRANZ	$	97.68
BOONVILLE NATURAL GAS CORP.	$	219.70
BOONVILLE UTILITIES	$	6,503.86
BOONVILLE WATERWORKS	$	779.94
CLERK-TREASURER--BOONVILLE	$	145,517.58
CLERK-TREASURER--CHANDLER	$	24,159.75
CLERK-TREASURER--ELBERFELD	$	5,065.50
CLERK-TREASURER--LYNNVILLE	$	4,034.42
CLERK-TREASURER--NEWBURGH	$	27,016.62
CLERK-TREASURER--TENNYSON	$	1,444.92
DELTA PROPERTIES LLC	$	2,409.00
INDIANA AMERICAN WATER	$	114.98
TINA LATHAM	$	20.24
RENEWABLE RESOURCES	$	110.00
SAFE4PEOPLE INC	$	581.74
THE TOWN OF NEWBURGH	$	181.81
TIME WARNER CABLE	$	94.99
TRACTOR SUPPLY CO	$	125.69
U.S. BANK	$	126.34
VECTREN ENERGY DELIVERY	$	324.22
VERIZON WIRELESS	$	1,170.41
WARRICK COUNTY TREASURER	$	625,745.74
WOW! BUSINESS	$	153.22
WTH TECHNOLOGY, INC.	$	3,450.00
Grand Total:	**$**	**1,678,414.11**

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 25th, 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: $1,678,414.11 Dated this 25th day of September, 2017. Debbie Stevens, Auditor of Warrick County

Marlin Weisheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

Version 6/08/17

INDIANA DEPARTMENT OF TRANSPORTATION – COUNTY
BRIDGE INSPECTION CONTRACT

SUPPLEMENT NUMBER 1
EDS No.: A249-17-1,170002

This Supplemental Contract, 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 **County of Warrick**, Indiana, acting by and through the **Board of Commissioners of Warrick County**, hereinafter referred to as the ("COUNTY") and collectively referred to as the PARTIES.

WITNESSETH

WHEREAS, INDOT and the COUNTY did, on **February 16, 2017**, enter into a Contract, providing for Services required in connection with INDOT **Designation Number 1593023** for the inspection of all bridges that have a length of 20 feet or greater and are owned and/or maintained by the COUNTY and

WHEREAS, it has been determined by INDOT that a supplement of the previously executed INDOT/COUNTY Bridge Inspection Contract is necessary due to **an additional fourteen (14) bridges requiring Fracture Critical Inspections that were not covered under the original Contract (a list of which is attached as Appendix "A" and made an integral part of this Contract Supplement); and therefore a change in the amount of Federal aid allocated to the Project**, and;

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

The "Recitals" above are hereby made an integral part of and specifically incorporated into this Contract **Supplement Number 1**.

1. Section 4 of the original Contract is amended to read as follows:

The COUNTY'S share of the cost of engineering will be the total amount of the entire cost of the project, less the amount contributed by the Federal government through Federal-aid. The maximum Federal share of eligible costs is $ **354,093.57**, equal to **80%** of the eligible project costs. If for any reason INDOT is required to repay to the FHWA the sum of sums of Federal funds paid to the COUNTY through INDOT under the terms of this Contract, then the COUNTY will repay INDOT such sum or sums upon receipt of a billing from INDOT. Billings to the COUNTY for repayment of any ineligible project costs shall be due and payable thirty (30) days from date of billing by INDOT. If the COUNTY has not paid the full amount due within sixty (60) days past the due date, INDOT shall be authorized to proceed

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in accordance with IC 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the COUNTY'S allocation of the Motor Vehicle Highway Account to INDOT's account. Payment for any and all costs incurred by the COUNTY which are not eligible for Federal funding will be the sole obligation of the COUNTY.

2. All other matters previously agreed to and set forth in the original Contract dated **February 16, 2017** and not affected by this Supplement shall remain in full force and effect.

The remainder of this page is intentionally left blank.

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

WARRICK COUNTY

Robert H. Johnson Jr. Comm.
Print or type name and title

Signature and date

Dan Saylor Commissioner
Print or type name and title

Signature and date

Print or type name and title

Signature and date

LPA DUNS NUMBER

1062274710

Attest:

Auditor or Clerk Treasurer

This instrument prepared by:

Brenda E. Fox
September 14, 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: _____

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Appendix "A"

BRIDGE NO.	NBI NO.	FEATURE INTERSECTED	FACILITY CARRIED	ROUTINE FREQ.	FRAC-TURE CRITICAL FREQ.	UNDER-WATER FREQ.	SPECIAL FREQ.
87-00034	8700009	SUGAR CREEK	SELVIN ROAD	12	24		
87-00123	8700035	TRIBUTARY OF COLES CREEK	MCNEELY ROAD	24	24		
87-00124	8700036	TRIBUTARY OF COLES CREEK	EBENEZER ROAD	24	24		
87-00155	8700051	BARREN FORK	GENTRY ROAD	24	24		
87-00164	8700058	ROBINSON CREEK	TAYLORSVILLE ROAD	24	24		
87-00165	8700059	COLES CREEK	JOCKEY ROAD	24	24		
87-00183	8700067	COLES CREEK	COLES CREEK ROAD	24	24		
87-00187	8700069	COLES CREEK	EBENEZER ROAD	24	24		
87-00200	8700079	LITTLE PIGEON CREEK	WALLACE FORK ROAD	24	24		
87-00204	8700082	NORTH FORK LITTLE PIGEON CREEK	CHINN ROAD	24	24		
87-00221	8700094	BLUEGRASS CREEK	BASE LINE ROAD	12	24		
87-00251	8700112	CYPRESS CREEK	ESKEW ROAD	24	24		
87-00373	8700172	COLES CREEK	EAMES STATION ROAD	24	24		
87-00380	8700179	COLES CREEK	MCNEELY ROAD	24	24		

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