WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
October 10, 2017
4:00 P.M.

The Warrick County Commissioners met in regular session with Marlin Weisheit, President; Dan Saylor, Vice President; and Bob Johnson, Member. Attorney Todd Glass attended.

Chief Deputy Auditor BJ Farrell and Secretary Kristine Georges attended and recorded the minutes.

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

PLEDGE OF ALLEGIANCE

Marlin Weisheit: Thank you. Be seated.

AREA PLAN COMMISSION
STREET CONSTRUCTION PLANS
PP-17-16 PEBBLE CREEK SUBDIVISION

Marlin Weisheit: Okay, we'll start out with Area Plan and Mrs. Lacer is with us tonight.

Sheila Lacer: First thing on the agenda are Street Construction Plans. The first one is Primary Plat 17-16, Pebble Creek Subdivision, Ruksam development by Dr. Mohammad Hussain. Mr. Bivins isn't here.

Marlin Weisheit: He was at our last meeting and we ended up tabling that. And, Bobby, I think that would be your…?

Bobby Howard: Yeah, that's the request at this time to table.

Marlin Weisheit: So we'll go ahead and ask for a motion to table that for two (2) weeks.

Bob Johnson: I make a motion to table PP-17-16, Pebble Creek Subdivision for two (2) weeks.

Dan Saylor: Second.

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

Bob Johnson: Aye.

Dan Saylor: Aye.

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

PP-17-17 BELL ROAD APARTMENTS

Sheila Lacer: Okay, the next thing is Primary Plat 17-17, Bell Road Apartments, by Raiza Indiana LLC, by Mansoor Kahn is the manager. The owner is the Indiana Valley LLC, by Mansoor Kahn who's the manager of it. Sixteen point six (16.6) acres located on the west side of Bell Road north of High Pointe Drive approximately eight hundred seventy (870) feet south of Vann Road in Ohio Township. And I do not see…

Bobby Howard: No.

Sheila Lacer: Anyone here.

Bobby Howard: Again there's an issue with Traffic Impact Study not being finalized at this time, so we'd ask that this be tabled as well.

Sheila Lacer: Two (2) weeks or a month?

Bobby Howard: Two (2) weeks would be fine.

Sheila Lacer: Okay, did the drainage plans for this get approved?

Bobby Howard: I do not think so.

Marlin Weisheit: We tabled that first one (1) for two (2) weeks as well.

Sheila Lacer: Did the Bell Road Apartments get approved?

Bob Johnson: I don't think that was presented. Was it?

Marlin Weisheit: Yes, that…

Unknown from Audience: (Inaudible).

Marlin Weisheit: Yes, that's the one (1) we approved there.

Sheila Lacer: You did approve that one (1)?

Marlin Weisheit: Yeah.

Sheila Lacer: Cause both of these are on the agenda later on this evening.

Marlin Weisheit: That's the ones we looked at the plans, they all had the plans behind Wal-Mart.

Bob Johnson: That's right. That's right. Yeah.

Marlin Weisheit: And we did approve that one (1).

Bob Johnson: Yes.

Sheila Lacer: So if we do hear this, Bobby, then, and if they should approve it, it should be subject to Street Plan approval and the Traffic Impact Study?

Bobby Howard: Yeah, at this time we don't have a finalized draft Impact Study for the street plans to be finalized.

Sheila Lacer: Okay.

Marlin Weisheit: And on the Pebble Creek, it would be, if you approved tonight it would be pending approval of Drainage Board and Commissioners at the next meeting.

Sheila Lacer: Uh huh.

Marlin Weisheit: Bobby and Steve just haven't had a chance to review it at this time.

Sheila Lacer: Yeah, I know they came in kind of late. Next up are Rezoning Petitions. The first one (1) is...

Bobby Howard: We need to take action on the Bell Road.

Bob Johnson: We need to take action.

Sheila Lacer: Oh, I'm sorry.

Bobby Howard: Yeah.

Sheila Lacer: Yeah, I just jumped right on past.

Bobby Howard: I just recommend tabling again.

Marlin Weisheit: Okay.

Bob Johnson: I make a motion to table PP-17-17, Bell Road Apartments for two (2) weeks.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

REZONING PETITIONS
PC-R-17-11 OAK GROVE ROAD

Sheila Lacer: Alright, now I'll move on. I'm sorry.

Marlin Weisheit: That's fine.

Sheila Lacer: Rezoning Petitions, first one (1) on the agenda is PC-R-17-11, Petition of Maken Corporation. We have a request to continue this 'til November 13th. They're still, I think they're still having some kind of issue on the sewer or something.

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

Dan Saylor: I'll make a motion to continue this to the November 13th Meeting.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Sheila Lacer: Okay.

PC-R-17-13 PETITION OF DELORES JOAN FREUDENBERG

Sheila Lacer: We have PC-R-17-13, Petition of Delores Joan Freudenberg, Trustee of the Delores Joan Freudenberg Revocable Trust. Owner is the same. This is one point 'o-eight (1.08) acres and it's on the south side of (Hwy) 662. This was at the Planning Commission, the last Planning Commission. There was a discussion and they ruled to have this amended to have a Use and Development Commitment. They approved it subject to the Use and Development Commitment being done. Mr. Biggerstaff has been kind enough to supply us with one (1). I put a copy in your packet. They were concerned about this going to C-4, just a blanket C-4 and being able to protect the neighborhood. So they have submitted a Use and Development Commitment limiting the property to having auctions, archery school practice, and archery school practice facility and lessons, and related uses to the above. So those are the only things that would be allowed in this zoning. And anything different than that would, they would have to rezone the property and come back before the Planning Commission.

Roger Emmons: And if you approve, it's 2017-27.

Bob Johnson: That's the Ordinance?

Roger Emmons: Yes, Sir.

Bob Johnson: I make a motion to approve, I'm sorry.

Marlin Weisheit: Was there anybody else to talk on this here, I mean.

Ron Freson: I'm Ron Freson. I'm an attorney from Newburgh. Office in Evansville. Delores Freudenberg had a heart cath exam today, unable to be here and I'm here for her. And we'd ask that you approve this rezoning with the use that has been prepared and I think is part of the record.

Marlin Weisheit: You're okay with that? I didn't know if anybody, if anybody else was here to speak against it or for it. I didn't know.

Person from Audience: I'm the one (1) who's going to try to purchase this (inaudible).

Ron Freson: Yeah, he's purchasing.

Marlin Weisheit: Okay, okay.

Ron Freson: The Freudenbergs are getting up in years.

Marlin Weisheit: Yeah.

Ron Freson: They're trying…

Marlin Weisheit: I understand. I just want to make sure. Okay. I guess if no one's here to speak anything against it, so I'd go ahead and entertain a motion at this time then.

Bob Johnson: Make a motion to approve 2017-27 under the circumstances that it is used for the stated intentions.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Jim Biggerstaff: Thank you.

Ron Freson: Thank you.

Marlin Weisheit: Thank you.

(PC-R-17-13, Ordinance 2017-27, is located on Page 20 of these Official Minutes)

REQUEST FOR RELEASE OF SURETY
C-16-101 HARRIS RESTAURANT PROPERTIES
ZAXBY'S RESTAURANT

Sheila Lacer: Next on our agenda are Request for Release of Surety. This is for Commercial Driveway 16-101, Harris Restaurant Properties LLC. Mike Harris is the member. This is at 8175 High Pointe Drive. It's the Zaxby's Restaurant. We are currently holding seventeen thousand thirty-four dollars and ninety-five cents ($17,034.95). Letter of credit expires on February 23, 2018. Bobby's been out there and has signed off on that it is constructed.

Marlin Weisheit: Mr. Howard? You okay with it?

Bobby Howard: Yeah, the driveways have been constructed to the approved plan. I would recommend release of the surety.

Marlin Weisheit: I'd entertain a motion.

Dan Saylor: I make a motion to Release the Surety for the Harris Restaurant Properties at 8175 High Pointe.

Marlin Weisheit: I have a motion. Do I have a second?

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

(C-16-101, Harris Properties, is located on Page 20 of these Official Minutes)

REQUEST FOR EXTENSION OF SURETY WARRICK TRAIL APARTMENTS

Sheila Lacer: We also have a Request for Extension of Surety. This is Warrick Trail Apartments, LLC. David Chandler. This is the Commercial Driveway C-16-009. It's Driveway #8. We're holding eight thousand sixty-eight dollars and forty cents ($8,068.40). Letter of credit expires on November 16th of '17. They're requesting an additional year in which to complete the driveway. Bobby has signed off on the, on the dollar amount.

Marlin Weisheit: You okay with that, Mr. Howard?

Bobby Howard: Yes, the dollar amount meets or exceeds their required amount. So I'd recommend approval.

Marlin Weisheit: Unless anybody's got any questions, I'd entertain a motion.

Dan Saylor: I make a motion to, for the Extension of Surety for the Warrick Trails Apartment, LLC.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

(Extension of Surety, Warrick Trail Apartments, is located on Page 20 of these Official Minutes)

FIELDCREST SUBDIVISION SECTION 2 PHASE 2

Sheila Lacer: Next up is Fieldcrest Subdivision Section 2, Phase 2. It's Thompson Homes. It's the drainage construction. They've had three (3) years and they're requesting a one (1) year extension. No reduction on the four thousand nine hundred twenty-four dollars ($4,924.00). We are holding a cashier's check on this. And Phil, Mr. Baxter and Bobby both have signed off on giving them another year with the same dollar amount.

Marlin Weisheit: Unless anybody's got any questions, I'd entertain a motion.

Bob Johnson: I make a motion to Request the Extension of Surety for Fieldcrest Subdivision Section 2-2.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

(Extension of Surety, Fieldcrest Section 2, Phase 2, is located on Page 21 of these Official Minutes)

MALLARD LAKE SUBDIVISION SECTION 3

Sheila Lacer: Thirdly, it's Mallard Lake Subdivision, Section 3 by Lake Group. Jerry Aigner is a member. It's the sidewalk construction and they're requesting a one (1) year extension with a reduction from the twenty-one six hundred and sixty-one-twenty ($21,661.20) to thirteen thousand seven hundred and sixty-three-forty ($13,763.40). They've had eight (8) years. This letter of credit expires on November 6th.

Marlin Weisheit: You okay with that, Bobby?

Bobby Howard: Yes, the sidewalks have been constructed except for the amount as requested and would recommend approval.

Dan Saylor: I make a motion to, for the Mallard Lake Subdivision and a Request for Release of...

Bobby Howard: Extension.

Dan Saylor: Or Extension of the Surety.

Bob Johnson: Second.

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

Bob Johnson: Aye.

Dan Saylor: Aye.

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

(Extension of Surety, Mallard Lake, is located on Page 21 of these Official Minutes)

STREET ACCEPTANCE REQUESTS
WOODFIELD SUBDIVISION SECTION 4

Sheila Lacer: And lastly, we have a Street Acceptance, it's Woodfield Subdivision, Section 4. It's Lake Group, LLC, Jerry, oh, sorry. Jumped the line. This is by Steve Blankenberger. It's Woodmoore Court. It's six hundred and fifteen (615) lineal feet; Lakefield Drive, eight hundred forty (840) lineal feet; and Foxwood Court, eight hundred twenty-one (821) lineal feet. We are currently holding seven thousand dollars ($7,000.00). The letter of credit expires November 4th. And Mr. Howard has signed off on the Street Acceptance.

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

Bob Johnson: Make a motion to accept the acceptance for Woodfield Subdivision Section 4.

Dan Saylor: Second.

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

Bob Johnson: Aye.

Dan Saylor: Aye.

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

Sheila Lacer: Okay, thank you, Gentlemen.

Marlin Weisheit: Thank you, Mrs. Lacer.

(Street Acceptance, Woodfield, Section 4, is located on Page 21 through 22 of these Official Minutes)

APPROVAL OF MINUTES
SEPTEMBER 25, 2017

Marlin Weisheit: Approval of Minutes from the September 25th meeting. And I wasn't here, so I'll leave that up to you two (2).

Bob Johnson: Make a motion to approve September 25th Minutes.

Dan Saylor: Second.

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

Bob Johnson: Aye.

Dan Saylor: Aye.

Marlin Weisheit: Two (2) ayes and an abstention so approved. (Motion carried 2-0-1 with Marlin Weisheit abstaining).

ITEMS FOR DISCUSSION
DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
RECONSIDERATION OF FMLA APPROVAL

Marlin Weisheit: Items for Discussion, County Administrator.

Roger Emmons: Thank you, Mr. President. First I have is Reconsideration of a Family Medical Leave Act that was approved at your September 11th meeting. We had a discussion with the Sheriff and Chief Deputy Wilder, with Todd as well, as well as for the next one (1) on here, these two (2) employees. And I probably defer it to Todd for comment cause I know he's working on revising the Employee Handbook to address the situation where an employee has to submit the papers and, you know, in a quick time frame within thirty (30) days of receiving the paperwork rather that holding on to them three (3) or four (4) months. Which was the case with these two (2) gentlemen.

Todd Glass: Yes, and, Mr. President, what I would recommend the Board do at this time is to make a motion to amend that approval. The information we had before us at the last meeting when that was approved was a bit helter-skelter. It had been added pretty much at the last minute that day. We since learned more of the facts surrounding the matter and when the medical condition began. So pursuant to Federal Law, what you would want to do is amend that approval and approve that FMLA Leave effective beginning at the time the medical condition was onset.

Marlin Weisheit: So we need two (2) motions? One (1) to amend, right? Or just amend? Do it all in one (1)?

Todd Glass: Just make a motion to amend the approval of the FMLA request to begin on the date of the medical condition, the beginning.

Marlin Weisheit: Okay. Unless anybody has any questions, I'd entertain that motion.

Bob Johnson: I make a motion to approve the FMLA and amend it to the date of the illness.

Todd Glass: Correct.

Marlin Weisheit: Do I have a second?

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

REQUEST FOR FMLA LEAVE TABLED FROM 09/25/2017

Roger Emmons: This one (1) was tabled from your September 25th meeting and it would also, you would approve it subject to the twelve (12) weeks commencing on the day that, the commencement of the condition.

Todd Glass: Correct. It also, everything is in order. And Roger has everything in the recommendation again, and, Mr. President, is for the Board to approve that effective at the onset of the medical condition. And like Roger said, the updates to the Employee Handbook, we'll try to spell that out even more clearer than what it is right now so that people understand it.

Marlin Weisheit: Thank you. Unless anybody's got any questions, I'd entertain a motion as well.

Dan Saylor: I make a motion to approve the FMLA Leave on the onset, the date of the onset of the medical condition.

Bob Johnson: I'll second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you.

FIXED ASSET NOTIFICATION FORMS
ANIMAL TRANSPORT UNIT ADDED TO 2017 RAM 2500

Roger Emmons: Next I have a couple of Fixed Asset Notification Forms for your consideration of approval. First is an Animal Transport Unit that was added to a 2017 RAM, 2500, 4 X 4, for Animal Control. The truck on which this unit has been installed was approved at your June 26th meeting with the value of thirty-four thousand five hundred ($34,500.00). The company this unit came from took three (3) months to get it and install it. And it has a value of seventeen thousand and five dollars ($17,005.00). So the value of the combined complete unit would be fifty thousand five hundred and five dollars ($51,505.00). I would just request your approval by motion and for Marlin's signature.

Marlin Weisheit: I'd entertain a motion. Unless someone's got any questions.

Dan Saylor: I make a motion to approve the Fixed Asset Notification Form for the Animal Transportation Equipment and the 2017 RAM for fifty-one thousand five hundred five dollars ($51,505.00).

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

NEW BUILDING DEPARTMENT VEHICLE FIXED ASSET

Roger Emmons: The second one (1) is the Fixed Asset Notification Form for the new Building Department vehicle. This is, this is the Building Inspector's take home vehicle valued at twenty-six thousand six hundred forty-five dollars ($26,645.00).

Marlin Weisheit: Entertain a motion, unless somebody's got any questions.

Bob Johnson: Make a motion to approve the new Building Department vehicle, the 2017 RAM 1500, 4 X 4, twenty-six thousand six hundred and forty-five dollars ($26,645.00).

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you.

(Fixed Assets for Health and Building Department are located on Pages 23 of these Official Minutes)

DISPOSAL OF SURPLUS PROPERTY BY PRIVATE SALE

Roger Emmons: Next, I have to Discuss Disposal of Surplus Property by Private Sale. Pursuant to a recent meeting, and Dan had suggested and the Commissioners agreed, to get, ask this person for a written offer. He did so via email. And he has offered six hundred two dollars ($602.00). This is an old 1999 Chevy dump truck that no longer has a bed nor a title. And Mr. David Bush has offered that and has agreed to accept the unit as is. I've also suggest if you approve this, that you make it subject to the County receiving payment within, within the next, well, I said as soon as possible. So I don't know if you want to put a time limit, I don't know his finances or anything. Maybe as soon as possible would work. And also for him to remove it after he pays us within two (2) weeks. And as far as a Hold Waiver or Hold Harmless, I'll have to ask Todd if he thinks we need to get that.

Todd Glass: Where is this located?

Roger Emmons: It's on the County property north of the County Highway Department in between the 4-H and I think it's north of Storm Water. Isn't it, Bobby?

Bobby Howard: Yeah.

Todd Glass: Well, it would, if the Commissioners want, it would actually be pretty easy. I've got the form. I could just email that to you and have the buyer sign it.

Roger Emmons: You know, I mean in case something happens when he's removing it.

Todd Glass: Stranger things have happened.

Roger Emmons: Yeah.

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

Dan Saylor: I make the motion to dispose of the, to the high, to the bidder of six hundred and two dollars ($602.00), the '99, 1999 Chevy dump truck and what do we want to say on the time, time limit of payment, you said, Roger?

Roger Emmons: Well, I would just say to receive payment…

Dan Saylor: Ten (10)? Receive payment within ten (10) days or…?

Roger Emmons: That would be fine.

Dan Saylor: Ten (10) days.

Marlin Weisheit: And a Hold Harmless maybe?

Dan Saylor: And a Hold Harmless Agreement.

Todd Glass: Sure. I'll send that.

Dan Saylor: Okay.

Marlin Weisheit: Okay.

Bob Johnson: I second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you very much.

AMENDMENT TO THE STATE OF INDIANA PUBLIC EMPLOYEE DEFERRED COMPENSATION PLAN ADOPTION AGREEMENT

Roger Emmons: Next is the Amendment to the State of Indiana Public Employee Deferred Compensation Plan Adoption Agreement. At the last meeting Dan and Bob gave the okay to do the research. My research was to go to the Auditor's Payroll Deputy, Heather Soberg, who has the contact for Hoosier Start, which that acronym stands for Save Today and Retire Tomorrow. She got the form and emailed it to me and I amended it to be specific to Warrick County with Marlin's name as President of the Board. And basically it says that effective November 1, 2017, employees shall be permitted to elect to have their elective deferrals made either on a pre-tax basis or as ROTH contributions, parenthesis, 'eligible employees are not allowed to split contributions with respect to pay period between pre-tax deferral and ROTH contributions,' close parenthesis. So I would recommend you approve that by motion and for Marlin to sign.

Marlin Weisheit: Does anybody have any questions? If not, I'd entertain a motion. Just gives them another option.

Dan Saylor: I make a motion to approve the, or the amendment to the Public Employee Deferment, Deferred Compensation Plan Adoption Agreement, Hoosier Start.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you, Gentlemen.

(Hoosier Start, ROTH Form, is located on Page 23 of these Official Minutes)

HIGHWAY DEPARTMENT CREDIT CARD

Roger Emmons: I have a couple of items for Other Items. One (1) is an approval for a credit card for the Highway Department. Bobby had asked the Board for permission to get his own card out there. They don't use it very often but it does come in handy if it's a purchase for a company with which we don't have an account or for making reservations. Things like that for conferences. Steve Smith is with Old National Bank. He's requested that the Commissioners sign a letter indicating their approval of Bobby's request. And I have done so and it's ready for your signatures.

Marlin Weisheit: Entertain a motion.

Bob Johnson: Make a motion to approve the credit card for Warrick County Highway Department.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you. By the way, your credit card will have a limit of two thousand five hundred dollars ($2,500.00).

(Highway Department Credit Card Paperwork is located on Page 24 of these Official Minutes)

AFLAC OPEN ENROLLMENT

Roger Emmons: Next is approval of dates and times for the annual AFLAC Open Enrollment. And Cheryl Seger is our local agent for AFLAC. She has requested time on Tuesday, December 5th and again on Friday, December the 8th. For Tuesday, 6:00 AM-7:30 AM at the Highway Department. 8:00 AM-9:30 AM at the Disposal and Recycling Center. 10:00 AM-11:30 AM in the Commissioners' Conference Room and then 12:00 PM-2:00 PM in the Judicial Center in the Conference Room in the main hallway. Friday, December 8th, 11:00 AM-1:00 PM will again be in that conference room in the main hallway of the Judicial Center for follow-ups. And then Sheriff's Office employees are by appointment only as to not disrupt their day. And we did this last year. Well, we've done it for many years so I'd request your approval by motion.

Marlin Weisheit: I'd entertain a motion unless anybody's got any questions.

Bob Johnson: I make a motion to approve the dates and times for the annual AFLAC Open Enrollment as stated.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you, Gentlemen.

UNIFIRST-WAIVE OF INCREASE

Roger Emmons: I have a couple real quick...

Bob Johnson: Gosh.

Roger Emmons: I'm sorry, Bob. One (1) has to do with the UniFirst proposal. The District Service Manager, Jeff Offerman. I sent you an email on this on October the 6th whereby he has agreed to waive their annual price increase for 2018 and then would revisit the sixty (60) month agreement in September of '19. The, it was a nominal increase but a lot of the employees for which this service is payroll deducted, they've got a set, they figure it down to the penny over the course of the year. And so to not have that for next year would be a good thing for them and I think that when it's revisited in September of '19, that it will not be a great increase in any of the service cost.

Bobby Howard: So even though the agreement was signed in September, we didn't get our uniforms out there 'til December.

Roger Emmons: Right, September 12, 2017, and install date was December, what was it? December 8th of that year.

Bobby Howard: So I thought that...

Roger Emmons: So this agreement, you know, the reason...

Bobby Howard: I didn't think the increase for this year would happen 'til December so we were not aware of the earlier...

Roger Emmons: Yeah, well...

Bobby Howard: But he's going to hold these prices now?

Roger Emmons: Yeah.

Bobby Howard: 'Til September of next year?

Roger Emmons: Yes.

Bobby Howard: Okay.

Roger Emmons: No, 'til September of '19 is the way I understand it.

Bobby Howard: September '19?

Roger Emmons: I can get more clarification on it if you want. But that, that's what he stated. He waivered for 2018, but if he's not going to revisit it 'til '19, well I guess I need to ask him about '19. When are you going to, you know, implement the annual, and it's a companywide. All the customers.

Bobby Howard: Right. It's in the purchase agreement.

Roger Emmons: And it's in the agreement.

Bobby Howard: Yeah, that it could go up.

Roger Emmons: That it's the greater.

Bobby Howard: Cause after one (1) year, and I thought it'd be one (1) year counting in December.

Roger Emmons: Yeah.

Bobby Howard: But it happened in September.

Roger Emmons: Well, another thing I'd ask Mr. Offerman about was, you know, should we have a revised agreement? He didn't think that was necessary. So, I think, I think you could probably table this to your October 23rd meeting.

Bob Johnson: I would want a revised agreement.

Roger Emmons: Okay.

Bob Johnson: Don't you think?

Marlin Weisheit: Motion to table?

Bob Johnson: I make a motion to table until our...October 23rd?

Roger Emmons: Yes, 23rd.

Bob Johnson: 23rd meeting.

Dan Saylor: Second.

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

Bob Johnson: Aye.

Marlin Weisheit: Aye.

Dan Saylor: Aye.

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

Bobby Howard: Would the Board want them contacted to have a revised agreement ready for the next meeting?

Bob Johnson: I think so.

Todd Glass: Yeah.

Roger Emmons: Alright, let me jot that down real quick.

Todd Glass: That's how I took that. (Inaudible).

NEW SCRUBBER AND BURNISHER FOR THE JUDICIAL CENTER-TABLED FROM 09-25-2017

Marlin Weisheit: And you've got one (1) other item, Roger?

Roger Emmons: One (1) other item, Gentlemen, has to do with the Custodial Floor Cleaning Equipment that you've approved. At the last meeting, the Commissioners, and Marlin wasn't here, so the motion was to, for me, Bob said to lease them for a year and we'll buy them outright the next year. Dan says, okay. So you can. We checked if we can pay them off early and no penalty. So they replied, Mr. Tony Hunt, who is the manager for this All Lines Leasing that does the leasing for Gem Chemical Company we're purchasing the equipment from. And he stated, "We can offer a lease payment with two (2) annual payments." The first payment would be due up front and the second payment would be at the same time next year. It would be two (2) annual payments of six thousand eight hundred thirty-six dollars and ninety-two cents ($6,836.92). I got with Debi in our office and we checked the budgetary status. We believe we have the money right now to make that first payment and then we would again then for the 2018 budget to make the second one (1) to get them paid off in two (2) years. And we're talking about, we've got like a total of thirteen thousand two hundred fourteen dollars and two cents ($13,214.02). That would be the amount on the two (2) year lease. The, we'd only be paying four hundred and fifty-nine dollars and eighty-two cents ($459.82) to them in interest. That's basically an average of two hundred and thirty dollars ($230.00) per year to get it owned in a couple of years.

Dan Saylor: Roger, if we're making an upfront payment of sixty-eight hundred and thirty-six dollars ($6,836.00), why would that interest rate be right? The four hundred fifty-nine dollars ($459.00)?

Roger Emmons: Well that...

Dan Saylor: First of all, do you know what interest rate we're being charged?

Roger Emmons: They're factor is point zero three zero seven zero (0.03070).

Bob Johnson: Say that again?

Roger Emmons: Point zero three zero seven zero (0.03070). So if you take that times the thirteen thousand two-fourteen-'o-two ($13,214.02), that's four (4)...I'm sorry?

Bob Johnson: You've got to (inaudible) on your balance.

Dan Saylor: You, you wouldn't take it, if you're making an initial payment, you'd only take that times the half.

Bob Johnson: The balance.

Roger Emmons: I'm just going by their, their agreement. They're leasing at, but I can...

Dan Saylor: But if we're making, we're basically prepaying for a year, right? Is that the way I understood you, right?

Roger Emmons: Um hum.

Dan Saylor: We should not be charged interest on that. So we should only be charged interest on the sixty-eight hundred thirty-six dollars ($6,836.00).

Bob Johnson: Correct.

Roger Emmons: Interest on the second one (1)?

Dan Saylor: Yeah, on the second one (1), on the outstanding balance.

Marlin Weisheit: I agree with that.

Bob Johnson: And the reason we were going through this is because we didn't have the thirteen thousand ($13,000.00) in the budget...

Roger Emmons: Right.

Bob Johnson: That we could access, right? I just wanted to put that out there for Marlin.

Roger Emmons: Okay. Well, I'd ask you to table this to your 23rd so I can make sure we can do that.

Marlin Weisheit: Yep. Motion to table?

Bob Johnson: I make a motion to table until October 23rd meeting.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you, Gentlemen.

Dan Saylor: Thank you, Roger.

Marlin Weisheit: Thank you, Roger.

COUNTY ATTORNEY
PROCUREMENT POLICY
ORDINANCE 2017-26 FIRST READING

Marlin Weisheit: County Attorney.

Todd Glass: Thank you, Mr. President. Two (2) items on the agenda. The first is the First Reading for a proposed Ordinance 2017-26, which is an Ordinance adopting a Purchasing Policy for the procurement of equipment, goods, materials, and services. That is ready for your adoption on First Reading and has been reviewed by various Office Holders and edited and I think is in proper form. If you wish I can briefly explain the content.

Marlin Weisheit: Anybody have any questions?

Roger Emmons: Yes, it's on here as 2017-26.

Bob Johnson: Okay.

Todd Glass: I believe we had it assigned prior to the meeting for some reason.

Roger Emmons: It was?

Kristine Georges: Yes, our emails with Kristen.

Roger Emmons: She just asked me today.

Kristine Georges: Oh, so, yes, it was decided before the meeting.

Todd Glass: If I may, Mr. President, I'll just mention that this is a policy required of the State Board of Accounts. Actually has been for some time. But it merely reiterates State Law on the purchasing of supplies and services. It does not do anything different than State Law but just tries to highlight for the Department Heads and the Officials of the County and their employees, what the process is to buy services or equipment or goods or materials for their offices. It includes policies for, most of them will be under fifty thousand dollars ($50,000.00), but also includes policies for above fifty ($50,000.00) and also for above a hundred and fifty thousand dollars ($150,000.00). I, I'd mention, Mr. President, that it, this Procurement Policy summarizes State Law, but also includes in it some customized provisions for the County, particularly that stating again that the Purchasing Department is the official Purchasing Agency for all departments and offices of the County and each Office Holder and Department Head is to utilize and cooperate with the Purchasing Department for the purchases of equipment, goods, materials, and services to try to more efficiently purchase those things and save the County money. It's a very lengthy Ordinance and would be added to the County Code of Ordinances, but should be of significant assistance for Department Heads and Officials.

Marlin Weisheit: Thank you. Any questions? If not, I'd entertain a motion.

Bob Johnson: Make a motion to approve the proposed Ordinance 2017-27?

Roger Emmons: '26.

Dan Saylor: '26.

Bob Johnson: '26 adopting the Procurement Policy.

Todd Glass: For First Reading.

Bob Johnson: For First Reading.

Marlin Weisheit: Yes, thank you.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Todd Glass: Thank you, Mr. President. I will have the Second and Third Reading at the October 23rd meeting.

DHS CYBER SECURITY GRANT
MICROSOFT SQL SERVERS WITH KELLER SCHROEDER

Todd Glass: Then Doug Duncan has submitted a proposed contract with Keller Schroeder. This is for the purchase of eight (8) Microsoft SQL Servers and, and their license and software, and also license and software assistance for forty (40) licenses. And this, Mr. President, as I understand it, supplements and, and improves our cybersecurity throughout the County. Twelve thousand and four dollars ($12,004.00) annual payment. I have all the necessary online user license agreements in terms and conditions so it is in proper form for approval.

Marlin Weisheit: Anybody have any questions?

Dan Saylor: I make a motion to approve the DHS Cyber Security Grant with Keller Schroeder for twelve thousand four dollars ($12,004.00).

Bob Johnson: I second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

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

(DHS Cyber Security Grant is located on Pages 24 through 27 of these Official Minutes)

UPCOMING ORDINANCES AND EMPLOYEE HANDBOOK UPDATES

Todd Glass: I would mention that we have at least two (2) draft Ordinances that we might have ready for the next meeting on the 23rd. An Interlocal Agreement for consideration and approval by the Board and perhaps numerous updates to the Employee Handbook. So be watching for all those to come through the chute here.

Marlin Weisheit: Appreciate your efforts, Mr. Glass. Thank you.

Todd Glass: Thank you very much.

COUNTY AUDITOR
CERTIFIED CLAIMS

Marlin Weisheit: County Auditor. How are you, BJ?

BJ Farrell: Good. How are you, gentlemen?

Marlin Weisheit: Fine, thanks.

Bob Johnson: Good.

BJ Farrell: As you obviously know, I'm not the County Auditor. I'm the Chief Deputy. She was not able to be here this evening. But we do have Claims that we ask for you to approve. Normal, Certified Claims in the amount of one million five hundred and one thousand four hundred forty-seven dollars and fifty-two cents ($1,501,447.52).

Marlin Weisheit: Anybody have any questions on the Claims?

Bob Johnson: Make a motion to approve, pay the Claims.

Dan Saylor: Second.

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

Bob Johnson: Aye.

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

(Certified Claims are located on Pages 28 through 29 of these Official Minutes)

NON-CERTIFIED CLAIMS

BJ Farrell: And then this evening we have three (3) Non-Certified Claims by the Auditor. The Health Department, First Bank Card total is four-twenty ($420.00), four hundred and twenty dollars and seven cents ($420.07); Storm Water, First Bank Card, the total of that is nine-sixty-two-ninety-five ($962.95). We did go ahead and pay that Claim to avoid late fees and interest. And we have Highway for Office Depot, total Claim is sixty-one dollars and fifteen cents ($61.15).

Dan Saylor: BJ, who was the second one (1), I'm sorry?

BJ Farrell: Storm Water.

Dan Saylor: Storm Water.

BJ Farrell: Um hum. And I believe you were given some information by the Auditor in regards to...

Bob Johnson: Drew sent me something.

BJ Farrell: Yes, by Mr. Walker, Claims Deputy. That is correct. Thank you.

Roger Emmons: BJ, was the first one (1)...?

BJ Farrell: Health Department.

Roger Emmons: Health Department, okay, thank you.

BJ Farrell: You're welcome.

Marlin Weisheit: Anybody have any questions on the three (3) Non-Certifieds?

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

Marlin Weisheit: Do I have a second?

Dan Saylor: Second.

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

Bob Johnson: Aye.

Dan Saylor: Aye.

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

BJ Farrell: Thank you very much.

Marlin Weisheit: Thank you so much.

(Non-Certified Claims are located on Page 29 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
BRIDGE 374 PAY ESTIMATE #2

Marlin Weisheit: County Engineer and Highway. Mr. Howard.

Bobby Howard: First item I have is Pay Estimate #2 for the Warrick County Bridge Project 374. The Pay Estimate is for two hundred fifty-three thousand seven hundred sixty-five dollars and ninety-two cents ($253,765.92) minus ten (10) percent retention. And it's for a total of two hundred twenty-eight thousand three hundred eighty-nine dollars and thirty-three cents ($228,389.33) for the work to date. That has been reviewed and I'd recommend approval to pay the, the Pay Estimate #2.

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

Dan Saylor: I make the motion to pay the two hundred twenty-eight thousand dollar ($228,000.00)...two hundred and twenty-eight thousand three hundred eighty-nine dollars and thirty-three cents ($228,389.33) for the Bridge 374.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

(Bridge 374, Estimate #2, is located on Page 30 of these Official Minutes)

DISCUSS SPEED LIMIT CHANGES OF ROEDER ROAD FROM WETHERS TO STATE ROAD 61

Bobby Howard: Next item I have is to Discuss Speed Limit Change for Roeder Road from Wethers Road. That should be W-e-t-h-e-r-s. And it's really to the bridge just west of State Road 61. That portion of the roadway was recently improved from a rock road and the existing thirty (30) miles an hour speed limit is recommended to be increased to forty (40) miles an hour in that section. So I, I would request that you would have the Attorney draft a Resolution to increase the speed limit for that section of the roadway.

Marlin Weisheit: Anybody have any questions?

Dan Saylor: Excuse me.

Marlin Weisheit: You're excused.

Bob Johnson: Excuse you. Make a motion for the Attorney to draft the Resolution for the speed limit change on Roeder Road.

Dan Saylor: And I second that.

Bob Johnson: To Wethers to State Road 61.

Marlin Weisheit: From thirty (30) to forty (40)?

Bob Johnson: From thirty (30) to forty (40).

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: (Inaudible).

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

LINCOLN AVENUE PHASE III CHANGE ORDERS #7, #8, AND #10

Bobby Howard: So the next item I have is actually three (3) items. It's Change Orders for Lincoln Avenue, Phase III, #7, #8, and #10. #9 has not been submitted at this time and may not be submitted. It was drafted so they couldn't use it again. But Change Order #7 is at a total cost of twenty-six thousand six hundred ninety dollars and seventy-eight cents ($26,690.78) per INDOT's specs. This is a chemical subgrade treatment modifier adjustment, and usually you used four (4) percent lime in the estimates, and INDOT, Indiana Code allows it then to be tested by the contractor and if it comes in any higher or lower there's going to be an increase or a deduct. The soil samples rated that they needed to use a five (5) percent cement. So this is the difference to what the contractor's owed to use that cement percentage. So I'd recommend approval of that. Do we want to do these separately? Or together?

Marlin Weisheit: I'm okay if you want to go ahead and throw them all in, if you guys are.

Bobby Howard: Okay.

Marlin Weisheit: Any questions about any of them though, be sure to ask.

Bobby Howard: The Change Order #8, this Change Order is relative to some utility vaults and duct banks that were abandoned in place on the job. It was not noticed that it was going to be part of the, in the plan when the subgrade treatment needs to be done. So they had to be excavated and filled in as part of the contract. They only did it in places where it wasn't deep enough. So that resulted in Change Order for eighteen thousand two hundred ninety-four dollars and forty-one cents ($18,294.41). Again I'd recommend approval. And the last Change Order at this time is a Time Change Order. This is in regards to the Old (Hwy) 261 intersection closure. Originally there was going to be a Phase IIIA, IIIB, IIIC, and IIID at this intersection. The contractor has proposed a come-back and do all phases at the same time, but that would extend the five (5) calendar day closure to a fourteen (14) day calendar day closure. But then that would eliminate the need to come back and do that other work that was projected to take five (5) weeks. So it, it frees up for the road to be closed, the intersection to be closed a few days more. Will actually free up time in that area for work to be done. And also it'll free up some of the costs and we're not eliminating those cost items right now, until the work is completed. And we have an exact amount to deduct from the contract. So at this time I'd like to recommend approval of the Change Order for the time adjustment for that intersection.

Marlin Weisheit: That is good to be able to just close it one (1) time and get all the work done and then open it up and be done. So it sounds like progress there. Unless anybody's got any questions, I think we can approve all three (3) of these in one (1) motion. Couldn't we, Todd?

Todd Glass: Yes.

Marlin Weisheit: If you've got any questions about any of the three (3)?

Marlin Weisheit: I understand all myself.

Dan Saylor: I make a motion to approve the Lincoln Avenue, Phase III, Change Order #7, #8, and #10 as prescribed by...as described by Bobby Howard.

Bob Johnson: I'll second.

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

Dan Saylor: Aye.

Marlin Weisheit: Aye. Bob, you got an 'aye' on that?

Bob Johnson: Aye.

Marlin Weisheit: Okay. Three, zero (Motion carried 3-0). Thank you. Okay, anything else, Bobby?

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

Marlin Weisheit: Thank you, good job.

(Lincoln Avenue, Change Orders #7, #8, #10, are located on Pages 30 through 35 of these Official Minutes)

COUNTY HEALTH DEPARTMENT
REQUEST FOR AMENDING VITAL RECORDS FEE

Marlin Weisheit: County Health Department, Mr. Franz.

Aaron Franz: Aaron Franz, County Health Department. I am requesting an increase in the change to our birth certificate prices as well as adding, requesting that we add a charge for affidavits, request amendment birth certificates, an affidavit of corrections by notification, fifty dollars ($50.00). And home birth filing, fifty dollars ($50.00). And the change to the birth and death certificates, currently we charge fifteen dollars ($15.00) for the first certified copy and all subsequent copies within that order are ten dollars ($10.00) per copy. One (1) of the reasons, there's multiple reasons we're requesting these changes. But with the work that's required and we have, this isn't always on the, on the upswing every, every year since Deaconess Hospital's Women's Hospital opened. We currently average about three thousand (3,000) births in Warrick County every year. Once they're entered at the hospital, those can't be, any changes that need to be made, can't be made at the hospital. They have to be made in our office. So we have to work with the Indiana State Department of Health to make those changes. And as of last year, we had seven (7) at home births, which is a, and that's growing over the years. So that just requires more time on my staff's part to do those works. That's why we're requesting those, those fees. You know, a few years ago we had made a change to do the paternity affidavit for birth certificates and that's a fifty dollar ($50.00) cost. We have checked with Dubois and Vanderburgh County. Those are the only hosp...only counties close to us that have birthing hospitals. And so I think we submitted that information to you guys as well that we're along the same lines as them. However we do a lot more than they do. And also if you'll notice that the majority of births in Warrick County are not Warrick County Residents. As a matter of fact, from 2012 to 2016, only one and a half (1 ½) percent of those births were Warrick County residents. So they're out of County and out of everywhere else.

Marlin Weisheit: Um hum. Understand. Anybody have any questions?

Todd Glass: That's easy enough to do. I can draft an Ordinance amendment with your direction. I was going to mention, Roger, that that's amending Code 37.18 I believe, Aaron, if I remember right.

Aaron Franz: Yeah, that is correct.

Todd Glass: And I found our Ordinance 2000-13-19 (2013-19) that also amended Code Section 37.18. But we have no 37.18 online. So...

Roger Emmons: That went back to 2013. At least this Ordinance, copy of the Ordinance, I have here.

Todd Glass: But, but, Aaron, I, I could not find a Vital Records chapter in our Ordinances. So, we'll have to find them.

Aaron Franz: I do have a copy of those.

Todd Glass: Well I believe they exist. I'm just saying they're not online. That it stops at 37.16. So there's a 37.17, but I'm not sure where that is. And there's 37.18, which we would be amending. I'll be happy to not only draft the Ordinance if you wish and also check to see what's wrong there.

Aaron Franz: Okay.

Marlin Weisheit: You need a motion on that, Todd to do that or just a consensus?

Todd Glass: Just a consensus, because it would be to draft the proposed Ordinance that you would then vote on.

Marlin Weisheit: Yeah, and I'm in favor of it. I understand. I had a few questions when I seen it and I fully understand it now, the time and everything that's involved. Yep. Okay.

Aaron Franz: Thank you.

Marlin Weisheit: We'll get it done for you and get it voted on for you.

Aaron Franz: Thank you very much.

Marlin Weisheit: Thank you, Aaron.

COUNTY PURCHASING

Marlin Weisheit: County Purchasing.

Joe Grassman: Don't have anything.

Marlin Weisheit: Don't have anything? Okay.

COUNTY SHERIFF

Marlin Weisheit: Chief Wilder, you got anything from the Sheriff's Department?

Mike Wilder: No.

Marlin Weisheit: Okay. That's good to hear.

COMMISSIONER ITEMS FOR DISCUSSION

Marlin Weisheit: Commissioner Johnson?

Bob Johnson: I have nothing.

Marlin Weisheit: Commissioner Saylor?

Dan Saylor: I have nothing.

Marlin Weisheit: I look for one (1) more motion.

Bob Johnson: I make a motion to adjourn.

PATTY PERRY-DISCUSSION ON SPEEDING ON HIGHWAY 261 AT CASTLE SCHOOLS

Marlin Weisheit: Oh, I'm sorry.

Bob Johnson: Oh.

Marlin Weisheit: Are we adjourned?

Patty Perry: I have something. I'm sorry.

Marlin Weisheit: Come on up. Come on up.

Bob Johnson: (Inaudible) motion to get out of here.

Marlin Weisheit: I should have looked out before I started to look at these two (2), Patty. So I apologize.

Patty Perry: I'm not here as the Clerk though. I'm here as a private citizen. I drive the highway, and Mr. Howard, had brought this up earlier in the speed limit changes on Roeder Road and Wethers. I drive Highway 261 daily coming and going. That passes Castle South, Castle Middle School, Castle High School, and Castle North. No one (1) respects that speed limit. And the speed limit goes from thirty-five (35) past Castle North, I would say probably a quarter of a mile, maybe half a mile into forty (40). Then it moves into forty-five (45) and then it moves into fifty (50). We have our Castle Band, our ladies and gentlemen, best damn band in the land, practicing daily over there. We have kids, they're crossing back and forth across the street on (Hwy) 261. These kids are in danger of crossing this street. I've seen numerous accidents on (Hwy) 261. I want to tell these parents, get up five (5) minutes earlier to get your kids to school. Why risk a child's safety. And I'm really concerned about the speed limit in there. I saw a postal truck going through well over fifty-five (55) through there and smoking in his vehicle. So I'm really worried about that area. It, it's getting bad and it's getting worse. And I'm worried because my son goes there and there are a number of students that attend those schools. And these, a lot of these high school kids, they're new drivers. So you've got to be cautious. So I just wanted to approach that and bring that to your attention. I, it's serious.

Marlin Weisheit: Okay, yeah.

Patty Perry: I don't know if they need to put a sign up, "Your speed is this," or I'm not a police officer or police officer that does...

Marlin Weisheit: Yeah, and I think INDOT...

Bobby Howard: I know the State Police patrol that pretty regularly through there.

Patty Perry: But they never catch the ones.

Bobby Howard: Right.

Patty Perry: And it's the same ones I see.

Dan Saylor: I see a lot of them pulled over.

Marlin Weisheit: Yeah, well it is a State highway so we can't enforce the laws. But I mean, Chief Wilder, I know you get a lot of complaints down there as well. So, yeah.

Mike Wilder: (Inaudible) the speed is set by the (inaudible) INDOT. (Inaudible). But we patrol it and will continue to patrol it (inaudible). Like a lot of areas, it's a thirty-five (35) (inaudible) into a school area. And you're right, people don't (inaudible). But that area's no different than Sharon school.

Dan Saylor: (Inaudible).

Mike Wilder: Because we'll have some officers out there (inaudible). The slower (inaudible).

Dan Saylor: (Inaudible) make him come up here?

Marlin Weisheit: (Inaudible).

Mike Wilder: (Inaudible).

Dan Saylor: (Inaudible).

Patty Perry: We've got a lot of band members, I might add, that they're not far from the road. And if the speed limit that some of these cars are going, they could very well go through those students and there could be a tragedy. That's my thought...

Marlin Weisheit: Yeah.

Patty Perry: On that.

Marlin Weisheit: And that's always (inaudible) traffic.

Bobby Howard: I know one (1) of the things they did, they took off the during school hours signs so to make it thirty-five (35) all the time whether or not it was during school hours. Of course I know the State Police were instrumental in working with INDOT to do that. So there, there, I know they know it's a problem area and I think there's just…

Mike Wilder: (Inaudible) it's not just there, it's everywhere (inaudible).

Patty Perry: Oh, I know.

Mike Wilder: (Inaudible). Not that we're not there. We're everywhere. (Inaudible). It is a problem, but it's everywhere.

Marlin Weisheit: Okay. Well, problem…

Patty Perry: I'll, I'll…

Marlin Weisheit: Documented.

Patty Perry: I'll be serious with you. I have to get on to Michael, "You have to slow your speed down (inaudible)."

Marlin Weisheit: I'm sure you will.

Bob Johnson: Thank you, Mrs. Perry.

Marlin Weisheit: Okay.

Roger Emmons: Thanks, Patty.

Marlin Weisheit: Thank you.

Patty Perry: Thank you.

Marlin Weisheit: Okay, Commissioner Saylor, you okay?

Dan Saylor: I'm good.

Marlin Weisheit: You're good?

Bob Johnson: I'm good.

Marlin Weisheit: One (1) more motion.

Dan Saylor: I make a motion to adjourn.

Bob Johnson: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Motion, meeting adjourned. Thank you all.

ADJOURNMENT: Meeting adjourned at 4:52 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

MARLIN WEISHEIT, PRESIDENT

DAN SAYLOR, VICE PRESIDENT

ROBERT JOHNSON, JR., MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2017-27

PLAN COMMISSION DOCKET # PC-R-17-13

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 C-1 Neighborhood Commercial, as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate:

Part of the Northeast Quarter of the Southeast Quarter of Section 32,Township 6 South, Range 9 West Being Parcel No.1 of an adjustment of a common lot line recorded in Do. 2009R-005955 lying in Ohio Township, Warrick County, Indiana and more particularly described as follows:
Commencing at the Southwest corner of the Northeast Quarter of the Southeast Quarter of said section; thence North 00 degrees 00 minutes 00 seconds East a distance of 357.62 feet to the point of beginning; thence North 00 degrees 00 minutes 00 seconds East a distance of 234.75 feet to a point on a curve; being the Southwest right-of-way line of State Road 662; thence Southeasterly along a curve to the right, having a radius of 5684.58 feet, a chord bearing South 76 degrees 44 minutes 24 seconds East a distance of 159.22 feet, an arc length of 159.23 feet to the point of tangent; thence South 11 degrees 03 minutes 45 seconds West a distance of 25.0 feet; thence South 75 degrees 37 minutes 56 seconds East a distance of 60.30 feet being the Southwest right-of-way line of State Road 662 to the centerline of Willow Pond ditch; thence South 05 degrees 42 minutes 45 seconds West along centerline of said ditch a distance of 103.24 feet; thence continue South 08 degrees 26 minutes 22 seconds West along the centerline of said ditch a distance of 124.88 feet; thence North 69 degrees 22 minutes 55 seconds West a distance of 190.94 feet to the point of beginning and containing 1.08 acres more or less.

which real estate is now zoned and classified as part of the C-1 Neighborhood Commercial District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said C-1 Neighborhood Commercial District to said C-4 General Commercial 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.

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

Marvin Weinkauf
President

Member

Member
BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

ATTEST:

County Auditor

10-12-17
Date Approved

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

James Diggerstaff
Signature

James Diggerstaff
Printed Name

USE AND DEVELOPMENT COMMITMENT

WHEREAS, Delores J. Freudenberg, Trustee of **Delores Joan Freudenberg Trust,** the undersigned Petitioner, is the owner of certain real estate situated in the County of Warrick, Indiana, commonly described as 10233 Highway 662, Newburgh, IN, which real estate is more particularly described as follows, to wit: See attached Exhibit A.

WHEREAS, as the real estate is currently classified as a **C1** Zoning district under the Warrick County Zoning Code and is so indicated on the zoning maps maintained by the staff of the Warrick County Area Plan Commission; and

WHEREAS, Petitioner has requested that the Real Estate be reclassified to zoning district **C4**; and

WHEREAS, Petitioner is desirous of accommodating the concerns of the surrounding property owners by making a written commitment concerning the use and development of the Real Estate pursuant to I.C. 36-7-4-613;

NOW, THEREFORE, in consideration of the foregoing, Petitioner makes the following use and development commitment:

1. Use of the Real Estate shall be limited to the following uses:

   a. Public Auctions;
   b. Archery school practice facility and lessons;
   c. Related uses to above.

2. Use of the Real Estate shall be limited to the following development requirements: No special requirements.

3. All commitments and undertakings herein expressed shall be binding on the petitioners and the petitioners' heirs, legal representative, successors and assigns, and shall run in the favor of the Area Plan Commission of Warrick County and all the owners of real estate lying within the radius of one (1) mile from the real estate described and shall be enforced by invoking any legal, equitable or special remedy, including specific performance, injunction or equitable relief pursuant to the manner of enforcement as set forth in I.C. 36-7-4-613, 36-7-4-1013, and 36-7-4-1014. If it is necessary to initiate administrative or judicial proceedings to enforce any such commitment or undertaking, the person or entity obtaining enforcement in such proceedings

shall also recover its reasonable attorney's fees and costs of suit from the undersigned.

IN WITNESS WHEREOF, this Use and Development Commitment is hereby made and entered into this 3rd day of October, 2017, by **Delores J. Freudenberg, Trustee**, for the purpose set forth herein.

Delores J. Freudenberg
DELORES J. FREUDENBERG, TRUSTEE

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

Before me, the undersigned, a Notary Public and for said County and State, personally appeared the within named **DELORES J. FREUDENBERG, TRUSTEE**, who acknowledged the execution of the foregoing Use and Development commitment to be her free voluntary act and deed.

WITNESS my hand and Seal this 3rd day of October, 2017.

NOTARY PUBLIC

Signature

Ryan Antes
Printed Name

A resident of Vanderburgh County, IN

My Commission Expires: 9-28-25

This instrument prepared by:
RONALD J. FRESON, In Bar #6988-82
Attorney at Law
420 Main Street, Suite 1205
Evansville, IN 47708
Telephone: (812) 424-3593
Fax: (812) 424-5589

NOTARY PUBLIC SEAL INDIANA

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

September 28, 2017

Warrick County Area Plan Commission
Warrick County Court House – Room 201
Boonville, Indiana 47601

RE: ZAXBYS RESTAURANT
8175 High Pointe Drive
Our Project #09842.4.001-A

Dear Plan Commission:

The commercial drives installed on the above referenced project have been constructed in general accordance with the approved Commercial Drive Permit. Please inspect and approve said commercial drives. If there is any financial assurity being held, please release it.

If you have any questions or comments, please let me know.

Certified By:
Ryan Sermersheim, P.E.
Indiana Registration No. PE11400348

RYAN P. SERMERSHEIM REGISTERED No. PE11400348 STATE OF INDIANA PROFESSIONAL ENGINEER

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 10/10/17

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

September 14, 2017
Warrick County Highway Engineering
Attn: Bobby Howard
107 W Locust Street - Courthouse, Room 208
Boonville, IN 47601

Re: Warrick Trail Apartments
Renewal of Commercial Driveway Surety C-16-009 Driveway #8
Morley Project # 8958.4.004B

Bobby,

On behalf of our client BL Bennett and Associates, we are requesting a one year extension for Commercial Driveway #8. The drive has been constructed with the exception of the surface coat. The project anticipates opening this area for business within the next calendar year, which includes finishing the surface coat of asphalt.

The developer will furnish a new surety for the amount of $8,068.40.

Please let me know if you have any questions.

Thank you,

Jeramy Elrod, Civil Staff Engineer

cc: Bruce Bennett, Jay Kivett

FILED
SEP 29 2017
WARRICK COUNTY
AREA PLAN COMMISSION

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 10/10/17

. Area Plan Commission

From: Pam Douglas
Sent: Wednesday, September 20, 2017 2:48 PM
To: . Area Plan Commission
Subject: RE: Willow Estates & Fieldrest 2-2

FILED
SEP 20 2017
WARRICK COUNTY
AREA PLAN COMMISSION

Hello Sheila,

Please consider this email as our written request to extend the surety for the Drainage Construction, in Section 2, Phase 2 at Fieldcrest Place. Thank you in advance for the consideration of this request. Please advise me of the County Commissioners decision, and I will have our bank to extend the Letter of Credit, immediately.

Sincerely,

Pamela Douglas
Controller, Secretary-Treasurer

Thompson Homes, Inc.
322 Frederica Street
PO Box 458
Owensboro, KY 42302

Office: 270.926.1740
Cell: 270.316.9459
Fax: 270.685.3242

pam@thompsonhomesinc.com
www.thompsonhomesinc.com

Thompson Homes
"Building Value Since 1948"

Phil Boyle
OK

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 10/10/17

FILED
SEP 21 2017
WARRICK COUNTY
AREA PLAN COMMISSION

September 21, 2017

Warrick County Board of Commissioners
C/o Sherri Rector
107 W. Locust
Boonville, IN 47601

RE: Mallard Lake Sidewalk Extension Ph.3

Gentlemen,

We are requesting that a one year extension be granted for the sidewalk construction for the above referenced project, with a reduction on the amount of the current Letter of Credit. The requested amount of the letter of credit is $13,763.40. Please contact me with any questions you may have.

Sincerely,

Jerry Aigner
812-305-3884

Cc: File

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 10/10/17

FILED
SEP 26 2016
WARRICK COUNTY
AREA PLAN COMMISSION

Street Acceptance

Date: 9/23/16 Receipt#: 21455

NAME OF SUBDIVISION: Woodfield - Section IV
as recorded in 2016R-010840 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
Woodmoore Court	615
Lakefield Drive	840
Foxwood Court	821

Subdivision Developer

This request is accompanied by a certificate of Michael E. Nellkirk, (PE10000080), 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: 10/10/17

ATTEST: COUNTY AUDITOR

BOARD OF COUNTY COMMISSIONERS

This instrument was prepared by :

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.

FILED
SEP 25 2017
WARRICK COUNTY
AREA PLAN COMMISSION

NEILKIRK
ENGINEERING, LLC
www.neilkirkengineering.com

September 25, 2017

Ms. Sherri Rector/Ms. Sheila Lacer
Executive Director
Warrick County Area Plan Commission
107 W. Locust Street, Courthouse Room 201
Boonville, Indiana 47601

RE: Street and Drainage Acceptance Letter
Woodfield – Section IV

Dear Ms. Rector/Ms. Lacer:

This letter is to certify that the following streets and drainage improvements have been constructed in accordance with the plans approved by the Board of County Commissioners:

Woodmoore Court
Lakefield Drive
Foxwood Court

If you have any questions or comments, please feel free to contact me. Thank you for your time and consideration.

Respectfully Submitted:

Michael E. Neilkirk, P.E.
Indiana Registration No. PE10000080
Neilkirk Engineering, LLC

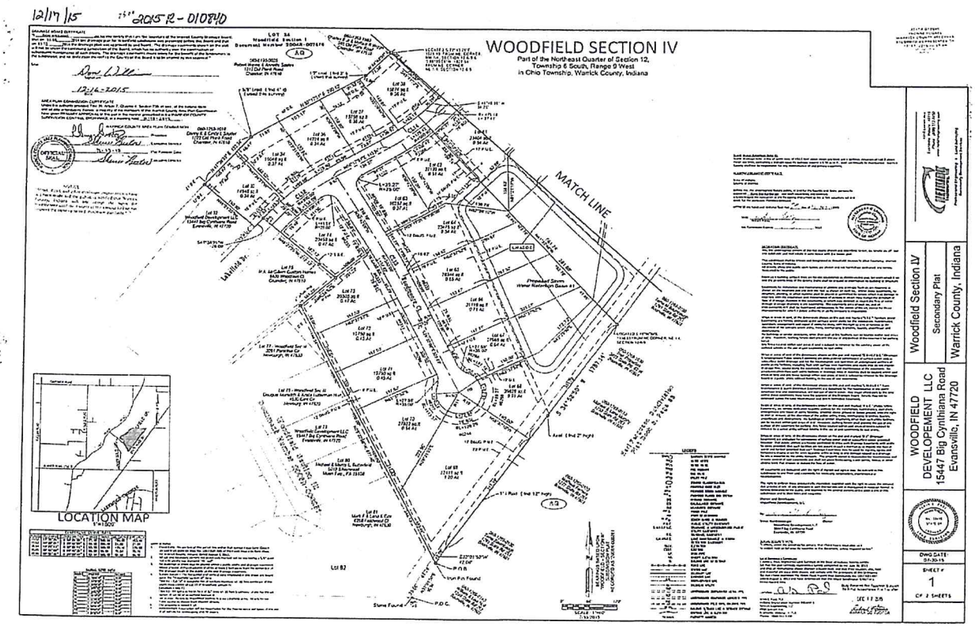
Cc: Steve Blankenberger, Woodfield Development, LLC

4915 Lincoln Avenue
Evansville, Indiana 47715
812-202-3129

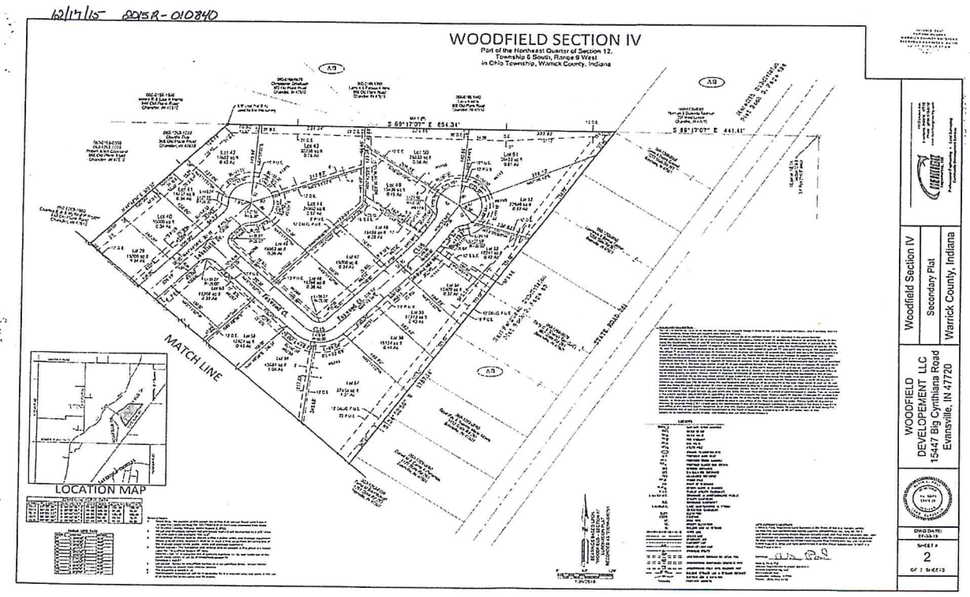
306 North Market Street
Mt. Carmel, Illinois 62863
618-263-4100

Southern Engineering Corporation—a Neilkirk Engineering Company
411 East Broadway
Johnston City, Illinois 62951
618-983-4163

12/17/15 2015R-010840



12/17/15 2015R-010840



ORIGINAL

FIXED ASSET NOTIFICATION FORM

DEPARTMENT: Commissioners for Animal Control
THIS NOTIFICATION IS FOR: (ADDITION) or (UPDATE) TRANSFER DISPOSAL
ACQUISITION IS BY: (PURCHASE) DONATION LEASE TRANSFER
(ATTACH COPY)

DATE OF TRANSACTION: September 21, 2017
ACCOUNT NO: _____ P.O. NO: _____
ESTIMATED LIFE EXPECTANCY: 10 years MILEAGE OR HOURS: n/a
CIP NUMBER: _____ LOCATION: Animal Control Facility
SERIAL OR VIN NUMBER: 6WS7-0067 to go on 2017 Dodge Ram, VIN: 3C6MR5AJ3HG695293
TOTAL/PARTIAL VALUE OF ASSET: $17,005.00 + $34,500.00 = $51,505.00
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: Fiberglass animal transport unit (bed for 2017 Dodge RAM 2500, 4X4)
This is an update by adding the unit on the referenced vehicle, which FANF was approved on
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER) 6-26-1
BRAND OR MAKE: NACU Animal Transport Unit MODEL NO: 6WS7
YEAR: 2017 LICENSE NO: RAM plate #: 47253
ATTACH COPY OF REGISTRATION
GROSS VEHICLE WEIGHT: n/a *TRUCKS ONLY* TYPE OF FUEL: n/a
IF DISPOSED - METHOD: SOLD $_____ TRADED JUNKED SCRAPPED
STOLEN/WRECKED END-OF-LEASE TRANSFERRED TO: _____
(ATTACH POLICE REPORT)
DATE BOARD APPROVED: 10-10-17 DATE COUNCIL APPROVED: _____
(ATTACH COPY OF MINUTES) ✓ *(REAL PROPERTY VALUE > $9,999)*
DATE BOARD APPROVED: _____ SIGNATURE: Marlin Weisheit
(REAL PROPERTY ONLY) Marlin Weisheit
PERSON RESPONSIBLE: _____ Aaron Franz, Health Dep't. Administrator
SIGNATURE *PRINTED NAME*
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: _____
IF TRANSFERRED Roger E. Emmons, Administrator
RECEIVING PERSON'S SIGNATURE: _____
PRINTED NAME: _____

AUDITOR'S USE ONLY
RECEIVED: _____ ENTERED FIXED ASSET: _____
INSURED: _____ AUDITOR'S INITIAL: _____

FIXED ASSET NOTIFICATION FORM

DEPARTMENT: Warrick County Building Dep't.
THIS NOTIFICATION IS FOR: (ADDITION) UPDATE TRANSFER DISPOSAL
ACQUISITION IS BY: (PURCHASE) DONATION LEASE TRANSFER
(ATTACH COPY)

DATE OF TRANSACTION: 08/28/2017
ACCOUNT NO: 4908-000-4442.50 P.O. NO: _____
ESTIMATED LIFE EXPECTANCY: 10 years MILEAGE OR HOURS: 11
CIP NUMBER: _____ LOCATION: Warrick County Building Department Building Inspector Take-home vehicle
SERIAL OR VIN NUMBER: 1C6RR7XT1HS798831
TOTAL/PARTIAL VALUE OF ASSET: $26,645.00
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: 2017 Dodge RAM 1500 Pickup Truck (White)
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: RAM MODEL NO: 1500 SSV; 4X4 DS6T98
YEAR: 2017 LICENSE NO: 49462
ATTACH COPY OF REGISTRATION ✓
GROSS VEHICLE WEIGHT: 5295 *TRUCKS ONLY* TYPE OF FUEL: Gasoline
IF DISPOSED - METHOD: SOLD $_____ TRADED JUNKED SCRAPPED
STOLEN/WRECKED END-OF-LEASE TRANSFERRED TO: _____
(ATTACH POLICE REPORT)
DATE BOARD APPROVED: 10-10-17 DATE COUNCIL APPROVED: _____
(ATTACH COPY OF MINUTES) ✓ *(REAL PROPERTY VALUE > $9,999)*
DATE BOARD APPROVED: _____ SIGNATURE: Marlin Weisheit
(REAL PROPERTY ONLY) Marlin Weisheit, President
PERSON RESPONSIBLE: _____ Angie Leslie, Office Administrator/Manager
SIGNATURE *PRINTED NAME*
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: _____
IF TRANSFERRED Roger E. Emmons, Warrick County Administrator
RECEIVING PERSON'S SIGNATURE: _____
PRINTED NAME: _____

AUDITOR'S USE ONLY
RECEIVED: _____ ENTERED FIXED ASSET: _____
INSURED: _____ AUDITOR'S INITIAL: _____

AMENDMENT TO THE STATE OF INDIANA PUBLIC EMPLOYEE DEFERRED COMPENSATION PLAN ADOPTION AGREEMENT

Participating Employer Name: WARRICK COUNTY GOVERNMENT

Beginning July 1, 2011, the State of Indiana Public Employee Deferred Compensation Plan (the "457(b) Plan") has been amended to permit eligible employees to designate that their elective deferrals are to be made as Roth contributions. Roth 457(b) contributions are deducted from an eligible employee's paycheck on an **after-tax basis.** An employer who wishes to allow Roth contributions must have a payroll system that accommodates this contribution type.

By selecting one of the options below, your current Adoption Agreement on file will be amended appropriately.

☑ Effective November 1, 2017, employees shall be permitted to elect to have their elective deferrals made either on a pre-tax basis or as Roth contributions (eligible employees are not allowed to split contributions with respect to a pay period between pre-tax deferrals and Roth contributions).

☐ Roth contributions are not allowed.

EXECUTION BY EMPLOYER

The foregoing Amendment to the State of Indiana Public Employee Deferred Compensation Plan Adoption Agreement is hereby adopted and approved on the 10TH day of October, 2017.

Signed: Marlin Weisheit
Printed Name: Marlin Weisheit
Title: President, Warrick County Commissioners
Date of Signature: October 10, 2017

ADMINISTRATOR'S APPROVAL

The Adoption Agreement is approved by the Administrator of the State of Indiana Public Employee Deferred Compensation.

Dated: _____ By: _____
Title: _____
Auditor of State, as Administrator of the Plan

IND801 1261167v1

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

Marlin Weisheit *Dan Saylor* *Bob Johnson*

October 11, 2017

Steve Smith
Retail Center Manager, VP
Old National Bank
P.O. Box 310
Boonville, IN 47601

RE: Approval of Credit Card for Warrick County Highway Department

Dear Mr. Smith,

On October 10, 2017, the Warrick County Board of Commissioners approved the request of Robert B. (Bobby) Howard, Jr., P.E., Warrick County Highway Engineer/Superintendent, for a credit card to be issued for his department, with a limit of Two Thousand Five Hundred Dollars and No Cents ($2,500.00).

We respectfully request your assistance in getting the card issued at the earliest opportunity.

Thank you.

WARRICK COUNTY COMMISSIONERS

Marlin Weisheit, President

Dan Saylor, Vice President

Robert H. Johnson Jr., Board Member

ATTEST: Deborah K. Stevens, Auditor

GRANT AGREEMENT
2017 HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
STATE-LOCAL AGREEEMENT
CFDA #97.067
Contract #0000000000000000000022978

This 2017 Homeland Security Grant Program ("HSGP") State Homeland Security Program ("SHSP") Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Homeland Security (the "State") and WARRICK COUNTY (the "Subrecipient"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds. The State has been designated by the U.S. Department of Homeland Security Federal Emergency Management Agency ("FEMA") under Federal Award Identification Number EMW-2017-SS-00003 (awarded to the State on September 7, 2017) as the Recipient to receive, administer, and disburse FY 2017 FEMA HSGP SHSP funds, which are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 USC § 603), to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States.

The purpose of this Grant Agreement is to enable the State, pursuant to its authority under IC § 10-19-3-3, to make a subaward to the Subrecipient of the FEMA Grant Programs Directorate, Fiscal Year 2017 HSGP SHSP funds for the allowable costs of this project (the "Project") as described in **Exhibit A** and for the allowable project goals as described in **Exhibit B**, the Subrecipient's ("Grant Proposal"), of this Grant Agreement, which are attached hereto and fully incorporated by reference.

The funds received by the Subrecipient shall be used exclusively in accordance with the provisions contained in this Grant Agreement and shall be used only to implement the Project and Grant Proposal or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Amount of Subaward. This subaward is for an amount not to exceed $148,656.65.There is no match requirement for this subaward.

3. Term. This Grant Agreement shall begin on September 05, 2017 ("Effective Date") and shall remain in effect through August 31, 2019 (the "Obligation Deadline"). Unless otherwise provided herein, the Obligation Deadline may be extended or renewed only upon the written agreement of the parties and in conformance with IC § 5-22-17-4, and as permitted by the federal law governing the use of these grant funds.

4. Implementation of and Reporting on the Project.
A. The Subrecipient shall implement and complete the Project in accordance with **Exhibit A** and **Exhibit B**.

(1) Environmental or Historic Preservation Project. If the Subrecipient's Grant Proposal includes plans that involve or affect any Environmental or Historic Preservation, then the Subrecipient shall complete an Environmental and Historic Screening Preservation Memo ("EHP Form") and submit it to the State. If the Subrecipient needs to apply for an EHP, approval will need to come from FEMA and the Project may not start until FEMA approves the Subrecipient's EHP Form and the Subrecipient receives the

FEMA approval letter from the State. Subrecipients shall complete and submit an EHP Form via email to Beth Clerk at bclerk@dhs.in.gov no later than October 31, 2017.

B. In the event the Subrecipient wants to adjust, modify, or otherwise alter the Subrecipient's Project or Grant Proposal, then the Subrecipient must first request approval from the State for such changes. **Requests must be submitted as a Grant Adjustment Notice (GAN) through the Indiana Grants Management System (IGMS). The Subrecipient shall not proceed to make any purchases that are outside the scope of their Project or Grant Proposal without first receiving approval of the GAN request.** Approval shall be determined by the State's sole discretion. Any purchases made by the Subrecipient that are not authorized by the FEMA allowability guidelines, the Subrecipient's Project, Grant Proposal, or the State, will not be reimbursed under this grant. If the Subrecipient incurs a financial obligation prior to approval of the State, then the Subrecipient will be required to reimburse the State for the amount of funds that were not approved.

C. The Subrecipient shall submit to the State written quarterly reports until the completion of the Project. These reports shall contain such detail of progress or performance on the Project as is requested by the State. The reports must be submitted to the State in accordance with the schedule provided to the Subrecipient in the State-local Grant award letter dated October 2, 2017 which the Subrecipient signed and accepted in order to receive these funds. The State-local award letter is fully incorporated into this Grant Agreement by reference. The Subrecipient shall comply with all of the conditions set forth in the Subrecipient's State-local award letter.

5. Subrecipient's Duties and Responsibilities.
A. The Subrecipient shall be solely responsible for the proper implementation of the approved Project.

B. The Subrecipient shall comply with the US Department of Homeland Security Fiscal Year 2017 HSGP SHSP Notice of Funding Opportunity ("NOFO") Guidance (DHS-17-GPD-067-00-01) which is available from the State upon request. This NOFO is hereby incorporated into this Grant Agreement by reference and when the duly authorized representative for the Subrecipient signs this Grant Agreement, the signatory is making the certification that all allocations and use of funds will be in accordance with the requirements contained in the NOFO.

C. The Subrecipient shall comply with the federal grant provisions which govern the use of federal funds and are contained in **Exhibit C**, which is attached to and fully incorporated into this Grant Agreement, and when the duly authorized representative for the Subrecipient signs this Grant Agreement, the signatory is making the certifications required by **Exhibit C**.

D. The Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Subrecipient to determine whether the provisions of this Grant Agreement require formal modification.

E. The Subrecipient shall ensure that funds awarded under this Grant Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

F. The Subrecipient shall complete the Project. "Project Completion" includes, but is not limited to ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Obligation Deadline.

G. The Subrecipient shall make any property or equipment acquired with federal funds available to other jurisdictions within the Homeland Security District as a district asset. The use of the property shall be addressed through existing inter-jurisdictional mutual aid, district mutual aid or equipment-specific use agreements.

H. The Subrecipient will not use any property or equipment acquired with federal funds for personal use.

I. The Subrecipient shall make any property or equipment acquired with federal funds available to the State of Indiana if requested as part of a state incident response.

6. Payment of Subaward Funds.
A. The disbursement of grant funds to the Subrecipient shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

B. All payments shall be in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Subrecipient in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of the Subrecipient's receipt of the goods or services.

C. Prior to making a payment under this Grant Agreement, the Subrecipient must have submitted to the State a receipt and other documentation demonstrating that the goods or services have been received by the Subrecipient, all equipment has been installed, if applicable, and the Subrecipient has paid for an approved expenditure that is part of this Project. This request for reimbursement shall be submitted in the form and manner specified by the State and shall be accompanied by sufficient documentation to demonstrate that the expenditures were allowable expenditures.

D. The State may require evidence furnished by the Subrecipient that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant Agreement. All payments are subject to the State's determination that the Subrecipient's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

E. As required by 44 CFR § 13.21 and 31 CFR 205, the Subrecipient shall minimize the time elapsing between the transfer of funds from the State to the Subrecipient and the disbursement of funds by the Subrecipient.

F. Notwithstanding any other provision of this Grant Agreement, the State may not pay the Subrecipient the final ten percent (10%) of the agreement amount until the State has verified that the Project has been completed in accordance with this Grant Agreement.

G. All final claims and reports must be submitted to the State no later than (30) days after the Obligation Deadline. Payment for claims submitted after that time may, at the discretion of the State, be denied. If grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.

H. Payment of an expenditure is not a final State decision about the allowability or eligibility of such cost and is not a waiver of any violation by the Subrecipient of the terms of this Grant Agreement.

I. Any and all funds provided to the Subrecipient which are in excess of current needs, in excess of amounts approved by the State or FEMA or found by audit or investigation to be owing to the State or FEMA shall be returned to the State. Repayment shall be made to the State within thirty

(30) days after the Subrecipient becomes aware of such excess funds or funds due or is notified by the State or FEMA. Should FEMA assess interest charges on these unpaid balances, the Subrecipient shall be obligated to pay these interest charges. If immediate repayment is not possible, then the Subrecipient must notify the State in writing and submit a proposed repayment schedule. The State may accept, reject, or modify the proposed repayment schedule.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project as deemed appropriate by the State. The Subrecipient shall provide full-access to the Project site and to documentation regarding Project activities. This provision survives the Obligation Deadline. The Subrecipient shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining whether Project activities and actual expenditure of state funds expended to date on the Project are consistent with those set forth in Exhibit A, Exhibit B, and the terms and conditions of the Grant Agreement.

Additionally, the State may determine whether the Subrecipient is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in the quarterly reports submitted to the State.

The Subrecipient will take all necessary actions to correct or cure any problematic findings identified by the State during its monitoring and evaluation.

8. Audits and Maintenance of Records, Including Equipment Records and Documentation.
A. Financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Federal award must be retained until September 1, 2027, or ten years after the creation of any document or record associated with the grant, whichever is longer.

B. The State (including an authorized representative of the State Board of Accounts), the U.S. Department of Homeland Security, Federal Inspectors General, or the United States Comptroller General, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. These rights of access are not limited to the required retention period but last as long as the records are retained. Copies thereof shall be furnished at no cost to the State if requested.

C. The administrative and audit requirements and cost principles under 2 CFR § 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted at 2 CFR § 3002 are applicable to this Grant Agreement. The Subrecipient must notify the State if the Subrecipient expends $750,000 or more of federal funds within one fiscal year, which will indicate that the Subrecipient must undergo a single-audit for that fiscal year in compliance with the applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements) and the Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*

D. Property and/or Equipment Records.
(1) For all tangible, nonexpendable, personal property having a useful life of more than one year and a per unit cost of more than $500 acquired in whole or in part with funds provided under this Grant Agreement, the Subrecipient must maintain records that include the following:
A. A description of the property;
B. Manufacturer's model number;

C. Manufacturer's serial number or other identification number;
D. Vendor or other source of the property;
E. Identification of the title holder of the property;
F. Acquisition date;
G. State Award/Agreement number;
H. Federal award identification number or FAIN;
I. Percentage of Federal participation in the cost of the property;
J. Cost of the property;
K. Physical location of the property;
L. If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
M. Use of the property;
N. Condition of the property; and
O. The ultimate disposition of the property, including the date of disposal how and to what entity property was disposed, and sale price of the property.

(2) Conducting a Physical Equipment Inventory. At least once every year, the Subrecipient shall take a physical inventory of the property and the result reconciled with the property records. Any differences between quantities determined by the physical inspection and those in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, current location, and continued need for the property. The Subrecipient shall verify and maintain this inventory information using the Equipment Inventory module of IGMS. The required annual updates shall be entered into IGMS by the deadline established by the State.
(3) Implementing Safeguards to Prevent Loss, Damage or Theft of Equipment. A control system shall be developed and implemented to ensure adequate safeguards to prevent loss, damage, or theft of the property. The Subrecipient must submit a description of its control system either in its Grant Proposal or when otherwise requested by the State. Any loss, damage, or theft shall be investigated and fully documented and made a part of the official project records. A copy of such documentation shall be promptly submitted to the State.

9. Compliance with Laws.
A. The Subrecipient and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. If the Subrecipient has knowledge, or would have acquired knowledge with reasonable inquiry, 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 Grant, the Subrecipient shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this grant. If the Subrecipient is not familiar with these ethical requirements, the Subrecipient should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Subrecipient or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

B. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this Grant Agreement suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.

C. The Subrecipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Subrecipient agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

D. The Subrecipient warrants that the Subrecipient and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

E. The Subrecipient affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

F. As required by IC § 5-22-3-7:

(1)The Subrecipient and any principals of the Subrecipient certify that:

(A) the Subrecipient, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Subrecipient will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC § 24-4.7 is preempted by federal law.

(2)The Subrecipient and any principals of the Subrecipient certify that an affiliate or principal of the Subrecipient and any agent acting on behalf of the Subrecipient or on behalf of an affiliate or principal of the Subrecipient, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Subrecipient hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Subrecipient will give written notice to the State within ten (10) days after receiving actual notice that the Subrecipient, or an employee of the Subrecipient in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant Agreement and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

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

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

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

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

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

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

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

11. **Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of perjury that:

A. The Subrecipient has enrolled and is participating in the E-Verify program;

B. The Subrecipient has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Subrecipient does not knowingly employ an unauthorized alien.

D. The Subrecipient shall require its contractors who perform work under this Grant Agreement to certify to Subrecipient that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Subrecipient shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

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

13. **Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

14. **Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant Agreement must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: http://www.access-board.gov/508.htm.

15. **Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically including IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Subrecipient covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicants' race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Subrecipient certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Subrecipient understands that the State is a recipient of federal funds, and therefore, where applicable, Subrecipient and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

16. **Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
Grants Management Director
Indiana Department of Homeland Security
302 West Washington Street, Room E208
Indianapolis, Indiana 46204

B. Subrecipient. Notices to the Subrecipient shall be sent to the individual and address designated under Subrecipient Contact Information in Exhibit A of this Grant Agreement.

17. **Order of Precedence.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law which includes Exhibit C and the FY 2017 HSGP-SHSP NOFO(2) this Grant Agreement; (3) Exhibit A; (4) Exhibit B and (4) the State-local Award Letter.

18. **Termination for Breach.**
A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend

grant payments, and suspend the Subrecipient's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Subrecipient explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Subrecipient of a Termination Notice, specifying the extent to which such termination becomes effective. The Subrecipient shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Subrecipient exceed the original grant amount.

20. Federal and State Third-Party Contract Provisions. This Grant Agreement involves the payment of federal funds. The Subrecipient and, if applicable, its contractors shall comply with the federal grant / contract provisions as indicated in **Exhibit C.**

21. Penalties/Interest/Attorney's Fees. The State will, in good faith, perform its required obligations under this Grant Agreement and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8-5, and IC § 34-13-1.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

22. Lobbying Certification.
A. As required by 31 USC § 1352 and implemented at 44 CFR § 18 (for US DHS/FEMA grants) and at 49 CFR § 18 (For US DOT grants), the Subrecipient certifies that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of such subaward shall also certify and disclose accordingly in accordance with this section.

B. This certification is a material representation of fact upon which reliance was placed at the time this transaction was entered into or made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

23. Representations and Warranties of the Subrecipient.
A. Eligibility. The Subrecipient expressly represents and warrants to the State that it is statutorily eligible to receive these grant funds and that the information set forth in its Grant Proposal is true, complete and accurate. The Subrecipient expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. Debarment. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principals" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

C. The Subrecipient shall file the annual financial report required by IC § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance From Governmental Sources. The Grantee should use the information in Exhibit D as a guide to complete this annual financial report. Specifically the source of the funds; the formal federal grant program name and CFDA number if applicable; and classification of the funding as fee for service or not is documented here. All grant documentation should be retained and made available to the State Board of Accounts if and when requested. This annual report is not be confused with the periodic filing of the Indiana Secretary of State's Business Entity Report. Additional information concerning this annual financial report can be obtained using notforprofit@sboa.in.gov.

24. Remedies Not Impaired. No delay or omission of the State in exercising any right or remedy available under this Grant Agreement impairs any such right or remedy or constitutes a waiver of any default or any acquiescence thereto.

25. Severability. The invalidity of any section, subsection, clause or provision of this Grant Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Grant Agreement.

26. Survival. Any expiration or termination of this Grant Agreement shall not affect the ongoing provisions of this Grant Agreement or the ongoing requirements of the guidance documents, laws and regulations, or other requirements referenced in this Grant Agreement that will survive the expiration or termination in accordance with their terms.

27. Affirmation of No Alterations. By signing this Grant Agreement, the duly authorized signer for the Subrecipient swears or affirms under the penalties of perjury that he or she has not altered, modified or changed any of the clauses contained in this Grant Agreement.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Subrecipient, or that the undersigned is the properly authorized representative, agent, member or officer of the Subrecipient. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Subrecipient, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. 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 Subaward, the Subrecipient attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approval will be posted on the Active Contracts Database: https://hr95.oma.in.gov/psp/pa91pw/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, the Subrecipient and the State have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

WARRICK COUNTY	Indiana Department of Homeland Security
By: Marlin Weisheit Digitally signed by Marlin Weisheit Date: 2017.10.13 11:16:41 -05'00'	By:
Title:	Title:
Date:	Date:

Electronically Approved by: Department of Administration By: (for) Jessica Robertson, Commissioner *Refer to Electronic Approval History found after the final page of the Executed Contract for details.*	Electronically Approved by: State Budget Agency By: (for) Brian E. Bailey, Director *Refer to Electronic Approval History found after the final page of the Executed Contract for details.*

Approved as to Form and Legality:

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(a) on August 28, 2017. FA 17-15

The Homeland Security Cyber Security Grant is on File in its entirety in the Auditor's Office.

Warrick County Claims for Payment

AIGNER HARDWARE	$	1,848.17
ALEXANDER NEWBURGH CHAPEL	$	100.00
ALL AMERICAN LOCKSMITH & ALARM SERVICE	$	479.00
AWARD WORLD	$	18.00
B-HIVE PRINTING	$	1,422.28
BOONVILLE LAWN AND GARDEN INC.	$	21.37
BUMPER TO BUMPER / BTB CHANDLER	$	112.94
CDW GOVERNMENT, INC.	$	3,780.84
CHIEF SUPPLY CORP	$	1,109.34
CRS ONE SOURCE(DIAFDS)	$	1,603.50
CULLIGAN OF EVANSVILLE	$	438.75
DAYLIGHT LAND MANAGEMENT	$	525.00
DEACONESS HOSPITAL	$	210.57
EAST PINES ANIMAL CLINIC INC	$	146.38
EBN CONSTRUCTION & INDUSTRIAL SUPPLIES	$	29.25
EMERGENCY PROF OF INDIANA PC	$	151.39
EMP TECHNICAL GROUP	$	42.00
EROSION RESOURCES & SUPPLY	$	135.00
EWING'S LLC	$	188.89
FARM BOY FOOD SERVICE	$	2,088.02
GARCIA LAB	$	78.50
GEM CHEMICAL COMPANY, INC.	$	523.00
HAMLIN EQUIPMENT RENTAL	$	2,006.99
HARDY BRAKE & ELECTRIC CO.INC.	$	286.46
HOOSIER BUSINESS MACHINES INC.	$	194.24
HUTCH & SON INDUSTRIAL ELECTRONICS	$	10.42
HUTSON, INC.	$	1,916.44
IDENTITY AUTOMATION, LP	$	936.00
J & J SUPPLY, INC.	$	16,138.30
JACK FROST	$	143.30
KENWAY DISTRIBUTORS INC	$	528.00
LAW CHEVROLET BUICK PONTIAC	$	109.26
LEWIS BROS BAKERIES, INC	$	267.07
MCKESSON MEDICAL-SURGICAL INC.	$	122.78
NIX SANITARY SERVICE	$	140.00
OFFICE DEPOT, INCORPORATED	$	830.34
ON-DUTY DEPOT INC	$	595.00
PERFECTION DRIVELINE INC - CTC	$	425.68
PIRANHA SHREDDING/RECYCLING INC.	$	135.00
PURDUE CES FUND-WARRICK COUNTY	$	593.99
QUILL CORPORATION	$	1,542.03
SIEGELS	$	117.99
SOUTHERN IN IMAGING CONSULTING	$	15.52
ST. VINCENT OCCUPATIONAL	$	160.00
STOP STICK, LTD	$	216.00
THE HOME CITY ICE COMPANY	$	134.40
TRI-STATE BEARING CO.INC.	$	141.79
TRI-STATE LIGHTING & SUPPLY CO INC	$	878.08
TRI-STATE SYSTEMS INC	$	1,313.44
UNIFIRST CORPORATION	$	117.93
VEI COMMUNICATIONS	$	942.00
WABASH FOODSERVICE	$	3,284.62
WARRICK AUTOMOTIVE SUPPLY	$	1,409.37
WARRICK COUNTY TREASURER	$	91.67
ALPHA LASER SERVICES	$	222.00
AMERICAN STRUCTUREPOINT INC	$	43,855.14
AMY STEINKAMP MISKIMEN	$	564.17
ANTHONY LONG	$	2,656.25
ARAB	$	70.00
BARNETT, RICHARD	$	200.00
BENISTAR/HARTFORD-6795	$	19,881.00
BRAND ACCELERATION	$	2,125.00
BRETT M ROY	$	2,656.25
BRYAN D FLOWERS	$	2,000.00
CAROL RUFF	$	90.20
CLARK DIETZ, INC.	$	16,183.00
CLERK-TREASURER--BOONVILLE	$	9,079.80
CLERK-TREASURER--CHANDLER	$	4,678.17
CLERK-TREASURER--ELBERFELD	$	1,080.45
CLERK-TREASURER--LYNNVILLE	$	1,336.67
CLERK-TREASURER--NEWBURGH	$	5,030.34
CLERK-TREASURER--TENNYSON	$	449.70
DAVID WOOLEN	$	150.00
DEBORAH K STEVENS	$	152.24
DORIS HORN	$	50.00
ELLIOTT, ANDREW	$	42.00
FAEGRE BAKER DANIELS	$	61,957.11
FINE & HATFIELD, PC	$	37.51
H. J. UMBAUGH	$	11,792.50
HAMPTON INN DOWNTOWN	$	167.00
HARRIS COMPUTER SYSTEMS	$	908.70
HASENOUR, LAURA	$	150.00
HEALTH RESOURCES INCORPORATED	$	7,969.27
INDIANA ELECTION DIVISION	$	150.00
JEFF WILLIS	$	50.00
JEFFREY L VALIANT	$	50.00
JERRY AIGNER CONSTRUCTION,INC.	$	94,097.50
JSK ASSOCIATES INC	$	2,085.00
KEVIN SCOTT SR/S&S TREEMASTERS	$	5,900.00
LAW OFFICE OF JONATHAN M YOUNG	$	1,005.00
LOCHMUELLER GROUP	$	17,488.01
MARK K. PHILLIPS, PC	$	2,656.25
MEDICAL BENEFITS ADMINISTRATORS, INC.	$	153,700.00
MELODY NELSON	$	133.40
METZGER CONSTRUCTION CO INC.	$	16,859.73
MIKE MOESNER	$	50.00
MIKE WINGE	$	50.00
MORLEY & ASSOCIATES INC.	$	36,327.15
MULZER CRUSHED STONE, INC.	$	41,253.12
MUTUAL OF OMAHA	$	7,504.11
NEOPOST USA - EQUIPMENT	$	240.00
OFFICE DEPOT - CREDIT PLAN	$	469.80
OFFICE DEPOT, INCORPORATED	$	52.89
PHILLIPS, BRENNAN	$	2,656.25
RICOH USA INC	$	32.89
RR DONNELLEY	$	1,020.57
SAM'S CLUB/GECRB	$	340.67
SANOFI PASTEUR INC	$	2,459.02
SHAMMAH INVESTMENTS LLC	$	4,297.00
SHERRY SMITH	$	1,770.83
SPRINT	$	2,956.88
STAPLES CREDIT PLAN	$	216.91
STOLL KEENON OGDEN PLLC	$	13,825.04
STORAGE GUARDIAN	$	736.79
TERRY W. DAYVOLT	$	50.00
THE LANG COMPANY	$	35.93
TIME WARNER CABLE	$	178.12
TINA BAXTER	$	50.00
UNDERHILL, NANCY	$	109.01
UNITED CONSULTING ENGINEERS	$	49,013.00
VECTREN ENERGY DELIVERY	$	20,040.65
WABASH VALLEY SERVICE CO	$	9,625.48
WARREN MATHIES	$	1,770.83
WARRICK COUNTY TREASURER	$	94,283.13
WILLIAMS, BETH	$	150.00
WOW! BUSINESS	$	106.90
AMY POLLOCK	$	19.80
ASSOC IN PROSECUTING ATTORNEYS	$	13.00
AT&T	$	925.38
B & B MOWING LLC	$	1,450.00
CARD SERVICE CENTER	$	1,432.98
EVANSVILLE WATERWORKS DEPT	$	40.10
FIRST BANKCARD	$	818.25
HISTORIC NEWBURGH, INC	$	1,820.00
KAY, KATY BAKER	$	75.00
MEDICAL BENEFITS ADMINISTRATORS, INC.	$	194,979.99
METZGER CONSTRUCTION CO INC.	$	359,340.96
MORLEY & ASSOCIATES INC.	$	1,040.00

MULZER CRUSHED STONE, INC.	$	6,443.33
NOMAD TECHNOLOGY GROUP	$	2,252.53
RQAW CORPORATION	$	23,556.00
SHEPHERD INSURANCE	$	1,573.38
SMITH, CORY D	$	26.62
SRI INC	$	4,875.00
TIME WARNER CABLE	$	96.41
TONYA HIGGS	$	90.84
TREASURER STATE OF INDIANA	$	1,693.00
U.S. BANK	$	503.13
UNDERHILL, NANCY	$	159.72
VECTREN ENERGY DELIVERY	$	4,468.23
WABASH VALLEY SERVICE CO	$	1,588.27
WOW! BUSINESS	$	324.61
ARAB	$	45.00
ASSOCIATION / INDIANA COUNTIES	$	120.00
BOONVILLE POLICE DEPARTMENT	$	1,000.00
CHANDLER POLICE DEPARTMENT	$	1,000.00
CLERK - WARRICK COUNTY SUPERIOR COURT	$	62.50
CORRISOFT, LLC	$	226.60
TEAMSTERS LOCAL #215	$	2.00
DEBBIE DRAKE	$	262.06
DIANE ALEXANDER	$	1,372.68
DIVISION OF CHILD SUPPORT	$	104.00
ECONOMIC DEV COALITION OF SW IN	$	87.40
EVER-CLEAN SERVICES, INC.	$	195.00
FIRST BANKCARD	$	3,401.40
HERR'S BODY SHOP	$	1,000.00
HOUSTON LANDSCAPING	$	600.00
INDIANA AMERICAN WATER	$	25.08
JACY L GOWEN	$	869.30
JERRY AIGNER CONSTRUCTION,INC.	$	31,125.00
JILL M ROBINSON	$	400.00
KATIE GENTRY	$	599.78
KIM PEMBERTON	$	382.12
MATTHEW BENDER & CO INC	$	132.43
MERCEDES MEDICAL	$	300.00
MILLER, RUTH	$	15.00
MULZER CRUSHED STONE, INC.	$	3,262.25
NEWBURGH POLICE DEPARTMENT	$	1,000.00
PC QUEST	$	179.99
R & A SPORTS	$	6.50
REDWOOD TOXICOLOGY LABORATORY INC.	$	438.00
REDWOOD TOXICOLOGY LABS	$	1,075.00
RICOH USA INC	$	50.91
SHEPHERD INSURANCE	$	922.50
SPENCER COUNTY CLERK	$	30.00

SPRINT	$	409.61
SUPPLYWORKS	$	455.70
THE LANG COMPANY	$	13.72
THOMSON REUTERS	$	1,794.78
U.S. BANK	$	505.26
VECTREN ENERGY DELIVERY	$	250.26
WABASH VALLEY SERVICE CO	$	2,138.99
WARRICK CO DEPT OF PARKS & REC	$	1,006.04
WARRICK COUNTY SHERIFF'S DEPT	$	1,000.00
WARRICK PUBLISHING CO	$	20.85
XEROGRAPHIC BUSINESS SYSTEM	$	39.97
YESTERDAZE, INC.	$	371.76
Grand Total:	**$**	**1,501,447.52**

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, October 10th, 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: $1,501,447.52 Dated this 10th day of October, 2017. Debbie Stevens, Auditor of Warrick County

Marlin Weisheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

COPY

Warrick County Claims for Payment

First Bankcard **(Health)**	$	420.07
First Bankcard **(Storm Water)**	$	962.95
This claim has been paid, to avoid late fees / interest.		
Office Depot **(Highway)**	$	61.15
	$	1,444.17

Marlin Weisheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

15143

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

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

WARRCOMM	17-55	Net 30	10/5/17	1

1	PAY ESTIMATE 2 WORK DONE 9/7 - 10/5/17	253,765.92	253,765.92

10/10/17

X Marli Weisheit
Dan Saylor
Robert H. [illegible]

SALE AMOUNT	253,765.92
Retention	-25,376.59
	$228,389.33

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

COMPUTERE-ISE FORMS DIVISION (877) 977-5701 GE-10-3L 7245116

Contract No:R -30473 Change Order No.: 007

INDIANA Department of Transportation Page: 1

Construction Change Order and Time Extension Summary

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

Change Order Information Change Order No.: 007 EWA: Y or Force Acct: N
Date Generated: 09/25/2017 Date Approved: 00/00/0000
Reason Code: PAYMENT ADJUST, Material Related
Description: Chemical Modifier Adjustment

Original Contract Amount	$ 6,072,995.00	
Current Change Order Amount	$ 26,690.78	Percent: 0.440 %
Total Previous Approved Changes	$ 20,862.34	Percent: 0.344 %
Total Change To-Date	$ 47,553.12	Percent: 0.784 %
Modified Contract Amount	$ 6,120,548.12	

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

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

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

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

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

Contract No:R -30473 Change Order No.: 007

INDIANA Department of Transportation Page: 2

Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order) (- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by_____ Date Issued_____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager_____

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____
Date to PM_____ Date Returned_____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by_____ Date_____
If N,Resolution: Approved _____ Disapproved _____
Resolved by_____ Date_____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA_____ Date Returned_____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -30473 INDIANA Date:09/25/2017
Change Order No:007 Department of Transportation Page: 3

Contract: R -30473
Project: 0500636 - State:0500636
Change Order Nbr: 007
Change Order Description: Chemical Modifier Adjustment
Reason Code: PAYMENT ADJUST, Material Related

SLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0207	0500636	0207	215-00666	DOL	1.000	26690.780	C	Amount:$ 26,690.78

Item Description: CHEMICAL MODIFIER ADJUSTMENT
Supplemental Description1:
Supplemental Description2:

Total Value for Change Order 007 = $ 26,690.78

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

Per INDOT Spec 215.03, JBI bid Pay Item #0022, Subgrade Treatment, Type IB to use 4.0% of lime. Patriot Engineering was hired to complete the soil analysis and took four soil samples in Phase II (Lincoln between Dell and Old SR 261). All of these samples came back to use 5.0% cement. This change order is to compensate JBI for the switch from lime to cement and the increase of chemical modifier from 4.0% to 5.0%. The payment calculation was completed for the work in Phase II using the attached INDOT Excel sheet. Additional soil samples will be required for Phase IV (Lincoln from Old SR 261 to Lenn) to determine if the Chemical Modifier Adjustment will be required in Phase IV as well. Change Order 7 has a total of $26,690.78 for the work previously completed in Phase II.

Change Order Explanation for Specific Line Item

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

Contractor: JBI CONSTRUCTION, INC Signed By:
Date: 10/3/17

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

Contract No:R -30473 INDIANA Date:09/25/2017
Change Order No:007 Department of Transportation Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE)
(SIGNATURE) (TITLE) Commissioner (DATE) 10/10/17

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status

Contract No:R -30473 Change Order No.: 008
INDIANA Department of Transportation Page: 1
Construction Change Order and Time Extension Summary

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

Change Order Information
Date Generated: 00/00/0000 Change Order No.: 008 Date Approved: 00/00/0000 EWA: Y or Force Acct: N
Reason Code: CHANGED COND, Utility Related
Description: AT&T Vault and Duct Bank Conflicts

Original Contract Amount	$ 6,072,995.00	
Current Change Order Amount	$ 18,294.41	Percent: 0.301 %
Total Previous Approved Changes	$ 20,862.34	Percent: 0.344 %
Total Change To-Date	$ 39,156.75	Percent: 0.645 %
Modified Contract Amount	$ 6,112,151.75	

Time Extension Information
Date Initiated 00/00/0000 Date Completed 00/00/0000
Original Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)
Time Element Description:
Current Time Extension SS Days 0 SP Days 0 SP Days Value $ 0.00
Previous Time Approved SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____
SS Days_____ SP Days Value $ _____
Revised Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

Contract No:R -30473 Change Order No.: 008

INDIANA Department of Transportation

Page: 2

Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____* DDCM:_____*

($ per Change Order) (- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)

(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by_____ Date Issued_____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager_____

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____

Date to PM_____ Date Returned_____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by_____ Date_____

If N,Resolution: Approved _____ Disapproved _____

Resolved by_____ Date_____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA_____ Date Returned_____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -30473 INDIANA Date:10/03/2017

Change Order No:008 Department of Transportation Page: 3

Contract: R -30473

Project: 0500636 - State:0500636

Change Order Nbr: 008

Change Order Description: AT&T Vault and Duct Bank Conflicts

Reason Code: CHANGED COND, Utility Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment		Amount Change
0208	0500636	0208	202-90047	EACH	1,162.900	2.000		C	Amount:$ 2,325.80
Item Description: MANHOLE REMOVE									
Supplemental Description1: ATT VAULT									
Supplemental Description2:									
0209	0500636	0209	202-01846	LFT	14.910	1071.000		C	Amount:$ 15,968.61
Item Description: CONDUIT REMOVE									
Supplemental Description1: ATT DUCT BANK									
Supplemental Description2:									

Total Value for Change Order 008 = $ 18,294.41

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

The ATT Vaults and Duct Banks were relocated throughout the R-30473 Lincoln Avenue Phase III project limits but the existing utility was abandoned in place which resulted in conflicts with the proposed storm sewer and subgrade treatment. JBI potholed the existing concrete encased duct bank to determine the locations where abandoning in place would cause conflicts with the proposed work of this contract. If the Vault and duct bank were left in place, the proposed storm sewer would have to be lowered included removal and disposal of the existing ATT Vault and structure backfill. The price for CLN 0209 Conduit Remove includes removal and disposal of the concrete encased ATT duct bank and structure backfill. The quantities on Change Order 8 are actual quantities from Phase 2 of the contract. Potential conflicts in Phase IV are unknown at this time.

Change Order Explanation for Specific Line Item

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

Contractor: JBI CONSTRUCTION, INC. Signed by:

Date: 10/3/17

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

Contract No:R -30473 INDIANA Date:10/03/2017

Change Order No:008 Department of Transportation Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE)

(SIGNATURE) (TITLE) (DATE)

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status

Price, Tyler

From: Price, Tyler
Sent: Tuesday, October 03, 2017 1:38 PM
To: 'NMeeks@indot.IN.gov'; Curt Schum (cschum@indot.in.gov)
Cc: Baehl, Jamie; bhoward@warrickcounty.gov
Subject: R-30473 Change Order #8 AT&T Conflicts
Attachments: R-30473 Change Order #8.pdf

Attached is Change Order #8 for R-30473 Lincoln Avenue Phase III to add pay items for removal of the AT&T Vaults and Duct Bank that were in conflict with the proposed storm sewer and subgrade treatment. Please review and let me know if you have any questions or concerns. If not, Warrick County will approve it at the October 9, 2017 Board Meeting as well.

Thanks,

Tyler

TYLER PRICE, PE
Area Supervisor
20 East Sycamore Street
Evansville, IN 47713
812.402.4509 office
812.454.8616 cell
structurepoint.com wrn

AMERICAN STRUCTUREPOINT INC

Best Places to Work in Indiana
Best Employers in Ohio

Contract No:R -30473 Change Order No.: 010

INDIANA Department of Transportation Page: 1

Construction Change Order and Time Extension Summary

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

Change Order Information
Date Generated: 10/05/2017 — Change Order No.: 010 — Date Approved: 00/00/0000 — EWA: N or Force Acct: N
Reason Code: INCENTIVE/DISINCENT, Closure Times
Description: Phase 3 Closure Time

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

Time Extension Information
Date Initiated 09/29/2017 — Date Completed 10/03/2017

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

Time Element Description:
Current Time Extension — SS Days 0 SP Days 9 — SP Days Value $ 0.00
Previous Time Approved — SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____
SS Days_____ SP Days Value $ _____
Revised Contract Time — SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

Contract No:R -30473 Change Order No.: 010

INDIANA Department of Transportation Page: 2

Construction Change Order and Time Extension Summary

Review and Approval Information

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

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -30473 INDIANA Date:10/05/2017
Change Order No:010 Department of Transportation Page: 3

Contract: R -30473
Project: State:0500636
Change Order Nbr: 010
Change Order Description: Phase 3 Closure Time
Reason Code: INCENTIVE/DISINCENT, Closure Times

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

Total Value for Change Order 010 = $ 0.00

Milestone Time Adjustment
Milestone Nbr: 03
Milestone Description: CLOSURE TIME: PHASE 3A
Original Completion dt: 00/00/0000 Adj compl dt 00/00/0000 Adj No. of Days 9
Explanation: Lincoln/Old SR 261 Intersection Proposal

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

JBI submitted a proposal to combine Phases 3A, 3B, 3C, and 3D into one Phase and construct the Lincoln/Old SR 261 intersection all at once. Phase 3A was set up in the original contract documents as a 5 calendar day closure of Old SR 261 but this Change Order will extend the 5 calendar day closure to 14 calendar days. See attached email and letter from JBI for additional information. Change Order #10 adjusts the Milestone Date stated in the Contract Information Book for Phase 3A will still apply if the intersection is not reopened after 14 calendar days. The original construction schedule submitted by JBI at the preconstruction conference showed Phases 3A, 3B, 3C, and 3D would take approximately 5 weeks to construction. The proposal submitted by JBI will reduce that duration to 2 weeks. There are also temporary maintenance of traffic items that will not be required now. These item quantities will not be deleted at this time because some of the quantities may still be necessary.

Change Order Explanation for Specific Line Item

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

Contractor: JBI CONSTRUCTION, INC. Signed By:
Date: 10/5/17

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

Contract No:R -30473 INDIANA Date:10/05/2017
Change Order No:010 Department of Transportation Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE)
(SIGNATURE) (TITLE) (DATE)
Commissioner 10/10/17

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status

Price, Tyler

From: Price, Tyler
Sent: Thursday, October 05, 2017 10:33 AM
To: 'NMeeks@indot.IN.gov'; Curt Schum (cschum@indot.in.gov)
Cc: bhoward@warrickcounty.gov; Baehl, Jamie
Subject: R-30473 Change Order #10 Old SR 261 Intersection Proposal
Attachments: R-30473 Change Order #10.pdf

Attached is Change Order #10 for R-30473 Lincoln Avenue Phase III. JBI submitted a proposal to combine the phases of the Lincoln/Old SR 261 intersection into one phase and extend the 5 day closure to 14 days. This will reduce the overall duration in the intersection from 5 weeks to 2 weeks and will provide a cost savings for temporary maintenance of traffic items that will no longer be required. Please review and let me know if you have any questions or concerns.

Thanks,

Tyler

TYLER PRICE, PE
Area Supervisor
20 East Sycamore Street
Evansville, IN 47713
812.402.4509 OFFICE
812.454.8616 CELL
structurepoint.com WEB

AMERICAN STRUCTUREPOINT INC.

Best Places to Work in Indiana
Top Employers in Ohio

Price, Tyler

From:	Casey Lasher <casey@jbiconst.com>
Sent:	Wednesday, October 04, 2017 10:54 AM
To:	Price, Tyler
Cc:	Bachi, Jamie; Tim Sigler
Subject:	R-30473 Request for Phase 3 (14 Calendar Day Closure)
Attachments:	R-30473_Request for Phase 3 Alternate Method_10-04-17.pdf

Tyler,

Attached is the letter requesting a 14 calendar day closure for Old 261 and Lincoln Avenue intersection along with the approximate cost savings. I think it is implied but we want to make sure all parties are on the same page, if it pouring down rain and thunderstorms are in the area Monday morning 10/9/17, we will not close the road and the 14 day closure will not commence until we actually close the road. Hence, the signs stating "on or after 10/9/17". Please call or email with questions.

Thanks,

Casey A. Lasher
Vice President of Operations
JBI CONSTRUCTION, INC.
Office: 812-867-5959 X 3
Fax: 812-867-5993
Mobile: 812-598-7177
casey@jbiconst.com
www.jbiconst.com

1

JBI CONSTRUCTION, INC.
10335 Hedden Rd. • Evansville, IN 47725 • (812) 867-5959 • fax (812) 867-5993 • www.jbiconcrete.com

Mr. Tyler Price, PE
American Structurepoint, Inc.
20 East Sycamore Street
Evansville, IN 47713

October 4, 2017

RE: R-30473 – Request for Phase 3 Alternate Methods – Old SR 261 Intersection

Dear Mr. Price:

JBI Construction, Inc. is writing to formally request to combine Phases 3A, 3B, 3C, and 3D into a single phase for a maximum closure time of 14 calendar days for the intersection of Old SR 261 and Lincoln Avenue. The closure will commence at 7 AM on 10/9/17 and will end at 7 AM on 10/23/17. JBI Construction will construct all storm sewer and the full-depth pavement typical less the asphalt surface for this intersection in this 14 day closure. However, there will be certain work items that will not be completed on this intersection during this closure and will be constructed under traffic with flagging operations. Please note, per the original closure set-up for Phase 3A, Old SR261 will be completely closed to traffic. Per the Warrick County Engineer's direction, JBI Construction will also place a #53 stone temporary drive for the Gilkey property at the NE corner of the intersection. JBI Construction fully understands that liquidated damages will still apply per Contract Documents if Old SR 261 is not opened by 7 AM on 10/23/17.

With the combination of these phases, JBI Construction can show an approximate 3 weeks of time savings of exposure for this intersection. Additionally, there will be some cost savings for this change with the elimination of the temporary pipe, temporary asphalt pavement, and some of the maintenance of traffic items. Please see attached summary of pay items that will be affected by this change that come directly off the MOT plan sheets. Please note that some maintenance of traffic items may still be required.

Your prompt response and consideration of this matter will be greatly appreciated. If you should have any questions concerning this correspondence, please do not hesitate to call me at (812) 867-5959 or mobile at (812) 598-7177.

Respectfully,
JBI Construction, Inc.

Casey A. Lasher, Vice President of Operations

Attachment

Equal Opportunity Employer