WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
October 23, 2017
4:00 P.M.

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

Auditor Debbie Stevens and Secretary Kristine Georges attended and recorded the minutes.

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

PLEDGE OF ALLEGIANCE

Marlin Weisheit: Thank you all. Please be seated.

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

Marlin Weisheit: We'll go ahead and start out with our Area Plan Business, if Sherri would take over.

Sherri Rector: Okay, thank you. First items are Street Construction Plans. The first one (1) is Primary Plat-17-16, Pebble Creek Subdivision by Ruksam Development, LLC, by Dr. Muhammad Hussain, Partner. Eight point five-two (8.52) acres located on the south side of Vann Road, approximately four hundred seventy (470) feet west of the intersection formed by Vann Road and Bell Road in Ohio Township. This was continued from the October 10, 2017 meeting and Bobby needs to give a report.

Bobby Howard: Well, basically, at this time, I believe this was also tabled at your Drainage Board meeting earlier today. And the plans are still not in order. So I would recommend tabling it again.

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

Dan Saylor: I make a motion to table the Pebble Creek Subdivision plans, Street Construction Plans.

Sherri Rector: To the next meeting.

Dan Saylor: To the next meeting.

Marlin Weisheit: Do I have a second?

Bob Johnson: Second.

Marlin Weisheit: All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

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

PP-17-17 BELL ROAD APARTMENTS

Sherri Rector: The next is Primary Plat-17-17, Bell Road Apartments by Raiza Indiana, LLC, by Mansoor Kahn, Manager. I probably just really did that one (1) wrong. Indiana Valley, LLC. It is sixteen point sixty (16.60) acres. It is on the west side of Bell Road to the north of High Pointe Drive and approximately eight hundred seventy (870) feet south of Vann Road in Ohio Township. Continued from the October 10, 2017 meeting. Also need a report from Bobby on this one (1).

Bobby Howard: As in the last meeting, this was tabled due to a Traffic Impact Study not yet being complete. And again that has not been submitted to our office and would recommend we table to the next meeting.

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

Bob Johnson: Make a motion to table Bell Road Apartments, PP-17-17, until our next meeting in two (2) weeks.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

REZONING PETITIONS
PC-R-17-15
ORDINANCE 2017-28

Sherri Rector: The next item is Rezoning Petitions, PC-R-17-15, Petition of HealthSouth/Deaconess, LLC, by Art Wilson, Chief Real Estate Officer. Owner, Patricia Martino, Trustee, to rezone thirteen point six-eight-one (13.681) acres located on the south side of Warrick Trail, approximately eighteen hundred (1,800) feet west of the intersection formed by Warrick Trail and Libbert Road from, A, Agriculture, to C-4, General Commercial in Ohio Township. It was a unanimous recommendation of approval by the Plan Commission at their October 10th meeting. And you do have a Certified Zoning Report regarding this application.

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

Dan Saylor: I make a motion to approve the PC-R-17-15, rezoning request.

Sherri Rector: Um, excuse me, it'd be County Commissioner Ordinance 2017...

Roger Emmons: '28.

Kristine Georges: '28.

Marlin Weisheit: Ordinance? Okay.

Sherri Rector: Yes.

Marlin Weisheit: You want to restate that then?

Dan Saylor: I make a motion to approve the Ordinance 2017-28 for the HealthSouth/Deaconess, LLC real estate.

Marlin Weisheit: Have a motion and a second. All in favor? Or have you second it? I'm sorry.

Bob Johnson: No.

Marlin Weisheit: You're looking at it?

Bob Johnson: I second.

Sherri Rector: Marlin, did you ask for remonstrators or any owners or (inaudible)?

Marlin Weisheit: Okay, before we take a vote, does anybody have any remonstrators here or have anybody that would like to speak for or against this project? If so, this would be the time. Okay. We have a motion...

Bob Johnson: Second.

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

Bob Johnson: Aye.

Dan Saylor: Aye.

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

(Ordinance 2017-28, PC-R-17-15, is located on Page 21 of these Official Minutes)

REQUEST FOR RELEASE OF SURETY
5370 COVERT COURT

Sherri Rector: Okay, next is Request for Release of Surety. 5370 Covert Court. We're holding a cashier's check for eight thousand three hundred and fifty dollars and fifteen cents ($8,350.15). It expires on December 13th of this year and Mr. Howard has reviewed the request and signed off.

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

Bobby Howard: Yes, the driveway was constructed in general compliance with the plans and would recommend release of the surety.

Marlin Weisheit: Unless you have any questions, I'd entertain a motion.

Dan Saylor: I make the motion to Release the Surety for 5370 Covert Court in the amount of eight thousand three hundred fifty dollars and fifteen cents ($8,350.15).

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).

(Release of Surety, Covert Court, is located on Page 21 of these Official Minutes)

REQUEST FOR EXTENSION OF SURETY
PEMBERLY PLACE PUD

Sherri Rector: Okay, next is Request for Extension of Surety. Pemberly Place, PUD, by Suron Properties, LLC. Street and sidewalk construction. They're requesting the one (1) year extension with no reduction from twenty-seven thousand six hundred ninety-six dollars and eighty cents ($27,696.80). They have had three (3) years. The letter of credit expires November 19, 2017, and they're still within their time periods in the Ordnance. Bobby reviewed.

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

Bobby Howard: Yes, Mr. President.

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

Bob Johnson: Make a motion to extend, to extend the surety for Pemberly Place, PUD, for twenty-seven thousand six hundred ninety-six dollars and eighty cents ($27,696.80).

Marlin Weisheit: Do I have a second?

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). Thank you.

(Extension of Surety, Pemberly Place, is located on Pages 21 through 22 of these Official Minutes)

ARBOR POINTE SUBDIVISION
SECTION 2 PHASE 3

Sherri Rector: The next request is Arbor Pointe Subdivision, Section 2, Phase 3, by New Urban Development, LLC, by Brian Murphy, Member. Street construction. They're requesting a one (1) year extension with a reduction from thirteen thousand three hundred and forty-three dollars ($13,343.00) to two thousand seven hundred and fifty ($2,750.00). They have had four (4) years. Their credit expires December 20, 2017. Bobby has reviewed.

Marlin Weisheit: Mr. Howard, you okay with those numbers?

Bobby Howard: Yes, the dollar amount is sufficient.

Marlin Weisheit: Anybody have any questions? I'd entertain a motion.

Bob Johnson: I make a motion to approve Arbor Pointe Subdivision's Section 2, Phase 3. Also the reduction of the letter of credit from thirteen thousand three hundred forty three ($13,343.00), to twenty-seven-fifty ($2,750.00).

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

(Extension of Surety, Arbor Pointe, is located on Page 22 of these Official Minutes)

REQUEST FOR ACKNOWLEDGEMENT OF SIDEWALKS
ARBOR POINTE SUBDIVISION
SECTION 2 PHASE 3

Sherri Rector: Okay, and the last item is Request for Acknowledgement of Sidewalks. It is Arbor Pointe Subdivision, Section 2, Phase 3, by New Urban Development, LLC, Brian Murphy, Member. Have had three (3) years. Letter of credit expires December 20, 2107. Bobby has reviewed and signed off.

Marlin Weisheit: And, Mr. Howard, you're okay with those?

Bobby Howard: Yes, recommend acknowledging the sidewalks for construction.

Marlin Weisheit: Okay, unless anybody's got any question, I'd entertain a motion.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Sherri Rector: That's all I have. Thanks.

Marlin Weisheit: Thank you, Sherri.

(Acknowledgement of Sidewalks, Arbor Pointe, is located on Pages 22 through 23 of these Official Minutes)

APPROVAL OF MINUTES
OCTOBER 10, 2017

Marlin Weisheit: Approval of Minutes from October 10, 2017, Regular Session.

Bob Johnson: Make a motion to approve the Minutes from October 10, 2017.

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).

ITEMS FOR DISCUSSION
EMS QUARTERLY REPORT

Marlin Weisheit: Items for Discussion, EMS Quarterly Report. I don't see, oh...

Roger Emmons: Pat's here.

Marlin Weisheit: Pat's here. Okay. Hi, Pat.

Pat Rauscher: Hello. How are you?

Marlin Weisheit: Fine.

Pat Rauscher: Pat Rauscher for Warrick EMS. We got the third quarter operational report. This is January through September. Total runs are down a little bit from last year. Forty-two hundred and three (4,203) last year, compared to four thousand thirty-one (4,031) this year so far. Local Hospital Transfers were twenty-four-twenty-three (2,423) compared to twenty-three-forty-seven (2,347) this year. Refusals are fairly flat, seven-thirty-four (734) to seven-twenty-seven (727). Hospital Transfers were three-fifty-six (356) to three-'o-nine (309). The Other category is two-forty-seven (247) to two-sixty-four (264). Private Runs are down as well, four-forty-three (443) to three-eighty-one (381). So those are the numbers of what we're doing. Volumes are low all throughout. The hospitals have been down. We've been quite busy. There's a lot going on in Warrick County, all of this third quarter as far as community events and things like that. We've had an opportunity to be a part of a lot of those, either as first aid or as just kind of a show and tell, what we do and how the services are for the community. We've been in Ohio Township, Castle High School Marching Band, some kid-themed celebrations, to name a few. But several, several things throughout this third quarter. I also wanted to highlight something that, to be aware of and this is involving both the Fire Department and EMS and I think the Sheriff's Department is also getting involved. There's a thing called Direct On-Scene Training which we have a, one (1) of our paramedics did some training in winter for this. Essentially if we go into a house or one (1) of these other departments go into a house, and we see some potentially, some unsafe sleeping environments for infants, we have some packets and training that we can do directly on-scene. So Rob Mabry, one (1) of our paramedics, took that training and I think Paul Kruse has also been involved in that. They're coordinating with the Fire Department so that as these different First Responders are in our County, they can pick up something directly and maybe offer some education, save a baby down the line. So they've been quite active. We've got Newburgh, Yankeetown, Ohio Township, and Pidgeon Fire Department trained. Elberfeld's been trained as well. A hundred and twenty-five (125) packets have been given out. And we've given seventy (70) packets at a recent Ohio Township Open House. So I think that's some great work, and hopefully one (1) thing we'll probably never see is how that has effected stuff. But I think that's a great thing we've got going on. And we've also worked with Boonville High School with one (1) of their new projects, exertional heat stroke. They've got a dunk tank and so we kind of coordinated with them if they had an athlete throughout the year that gets overheated, related to the work they're doing, that we can coordinate, getting them this ice bath before we transport them, and get that going. So, they brought that to us and our director signed off on it and so away we go. Hopefully we won't use that either, but we've got some good things in place.

Marlin Weisheit: Thank you. Very good job. Anybody have any questions for Pat?

Bob Johnson: No?

Marlin Weisheit: Appreciate you coming to give us the report.

Bob Johnson: Thank you.

Marlin Weisheit: Keep up the good work.

Pat Rauscher: Thank you.

Marlin Weisheit: Thanks, Pat.

REQUEST FOR LETTER OF SUPPORT FOR U.S. EPA BROWNFIELDS ASSESSMENT GRANT

Marlin Weisheit: Looks like Carol Hagedorn's up next, isn't she, Roger?

Roger Emmons: Yes, Sir.

Marlin Weisheit: Okay.

Roger Emmons: Hi, Carol.

Marlin Weisheit: Hi, Carol.

Carol Hagedorn: Hello, good afternoon. Just take a minute of your time. I, Carol Hagedorn with Economic Development Coalition of Southwest Indiana. As a summary, we are wrapping up our first attempt at an EPA Brownfields Assessment Grant and EPA is making more money available so we are anxious to pursue another round of EPA Assessment Funding. Which is why I'm here. And to let you know, assessment funding is just to assess potential Brownfields. Phase 1's, Phase 2's, Site Remediation Plans, doesn't actually clean them up. It just lets us know what's there. Quite often we find that these properties, while the perception that there might be hazardous chemicals present, in fact turn out not as bad as we think. So it's, it's a lot easier to get them back on tax rolls. Flip side is if contaminants are found, we can come up with a plan for cleanup and then hopefully turn that over to the owner for implementation. So I'm here this evening, or this afternoon just to ask for your support. The Coalition is a member of the, or the County is a member of the Coalition. And when we did this the first time, the County signed off on a letter of commitment/support of the initiative and essentially dedicated the representative to the Coalition from the County to help us out with, you know, maybe if we need to host a Public Meeting and maybe facilitate that process, and what nots. Or site identification and so on and so forth. So Commissioner, that would be Commissioner Saylor. That would be you, if willing. And just asking for your support, and I believe Roger had distributed a letter?

Roger Emmons: Well, I drafted the letter based upon the one (1) from back in August 2013 and revised it to update the current situation with the Board that Marlin is now the President and Dan is our appointee to the Board. And the letter is ready for approval by motion and Marlin's signature.

Marlin Weisheit: Anybody have any questions on this? We have a couple of properties that might qualify, so it's always good to stay on top of this.

Carol Hagedorn: Great, and I would simply ask that you keep, keep that list of properties coming. They pop up when you least expect it. So.

Marlin Weisheit: Yes.

Roger Emmons: And anybody in the audience right now, if you know of any place. Contact our office.

Carol Hagedorn: Yes, definitely. I, I, as I drive around, it's like, oh, that might work.

Roger Emmons: Yeah.

Carol Hagedorn: Alright, thank you very much for your time this afternoon. I appreciate it.

Bob Johnson: Thank you.

Marlin Weisheit: Okay, and we need to make a motion to approve this, probably?

Roger Emmons: Yes.

Marlin Weisheit: So I'd entertain a motion at this time.

Bob Johnson: I make a motion to approve the request for support for the Brownfields Assessment Grant.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Carol Hagedorn: Thank you.

Marlin Weisheit: Thank you, Carol.

Roger Emmons: I'll get his signature after the meeting and then I can email you a copy. Okay, thank you.

(Brownfields Grant, Letter of Support, is located on Page 23 of these Official Minutes)

BEP BID SET 6
REQUEST FOR APPROVAL OF DATES

Roger Emmons: Next is Debbie Bennett-Stearsman also with the Coalition.

Marlin Weisheit: We're blessed this evening with the Coalition.

Debbie Bennett-Stearsman: I know we just all wanted to come see you today.

Marlin Weisheit: Yeah. Hi, Debbie.

Roger Emmons: While she's doing this, I'll just let you know that, she emailed us on October 20th, and we had received approval of the ten (10) BEP homes for them to demolition. And Debbie also anticipates approval of four (4) more by next month. So she's requesting your approval of the dates, and I'll list them here. I'll state them. November 16th will be, (Inaudible) the 17th, will be notice to bidders submitted to the local papers. November 23rd will be the notice to bidders, the Legal Ad #1, will be published. A week later on the 30th, (Legal Ad) #2 will be published. On December 1st, there'll be a pre-bid meeting at 9:00 AM. And December 11th will be the bid opening here at the Commissioner's meeting. Is that correct?

Debbie Bennett-Stearsman: You did good. Debbie Bennett-Stearsman with the Economic Development Coalition. Yes, what Roger said. I'm coming to ask the Commissioners to approve, I have letters. I gave Roger a copy of the letters that the Commissioners, that was sent to me on behalf of the Commissioners. Received it last Friday, approving ten (10) properties: 310 East Walnut, Boonville; 302 Forrest Avenue, Boonville; 405 East Chestnut, Boonville; 455 Gemlich Road, Boonville; 603 East Division, Boonville; 1015 North Ann, Boonville; 6533 Gardner Road, Chandler; 10655 SR. 57, Elberfeld; 8299 St. John Church Road, Elberfeld; and 229 West Second, Lynnville. Those homes were approved by IHCDA to add to the list of prop…homes. Four (4) properties that we submitted are now being re-reviewed. They needed additional information. 4677 Smith Road, Boonville; 1023 North Third Street, Boonville; 2555 SR 62 East, Boonville; and 3977 East Pidgeon Valley Road, Boonville. The last four (4) I listed, they just needed additional photos or information from the building inspect…Building Code Enforcement Office that those homes were in as bad a shape as what they appeared to be. Some of the pictures were sketchy, and it was hard to be able to see. So what I'm here today is to ask the dates that Roger gave, that you approve all fourteen (14) homes in the next bid set, which would be Bid Set #16 for Warrick County.

Roger Emmons: You said…

Marlin Weisheit: Bid #6.

Roger Emmons: #6.

Dan Saylor: #6 or #16?

Debbie Bennett-Stearsman: #6. Did I say #16? I feel like it's #16.

Roger Emmons: Yeah.

Debbie Bennett-Stearsman: Fourteen (14) homes in Bid Set #6. If we get to #16, I'm going to run.

Marlin Weisheit: Yeah.

Debbie Bennett-Stearsman: To place them in the paper November 23rd, the ad in the paper, the 23rd and the 30th. Pre-bid meeting on December 1st at 9:00 AM, here, and open the bids at the Commissioners' meeting on December 11th and then we would hope to award those by the end of December. So I need approval to use those dates for these fourteen (14) homes that are on this letter set that was just approved.

Roger Emmons: You need it in the motion that they're also approving these properties?

Debbie Bennett-Stearsman: Yes.

Todd Glass: Debbie, do you know by chance, are any of the Boonville Now properties the ones that were subject to the reimbursement agreement?

Debbie Bennett-Stearsman: Not yet.

Todd Glass: Okay.

Debbie Bennett-Stearsman: We haven't got to that set.

Todd Glass: Alright.

Debbie Bennett-Stearsman: We're hoping, but they're in for approval.

Todd Glass: I'm anxious to see those on there. Okay. Thank you.

Marlin Weisheit: So unless you have any questions, I'd entertain a motion.

Dan Saylor: I make a motion to approve the request of dates for the BEP Bid Set #6.

Marlin Weisheit: And the fourteen (14) homes?

Dan Saylor: And the fourteen (14) homes submitted to us on the list.

Bob Johnson: I 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).

Debbie Bennett-Stearsman: Thank you. And just to let you know, as of today, we've demolished forty-two (42) homes and after the next set that's in here plus one (1) that's pending, there will be sixty-four (64) homes and our last bid set will be thirteen (13) of the twenty-one (21) proposed tax sale properties. Those are pending right now on a waiver, and they probably will not be bid until January. And at that time, you'll have seventy-seven (77) down.

Marlin Weisheit: Wow.

Debbie Bennett-Stearsman: Yeah.

Marlin Weisheit: Good job, thank you.

Debbie Bennett-Stearsman: Thank you.

Bob Johnson: Thank you.

Roger Emmons: We won't have enough money for Bid Set #16.

Debbie Bennett-Stearsman: I won't be alive.

(BEP, Bid Set #6, is located on Page 24 of these Official Minutes)

UNIFIRST PROPOSAL AMENDMENT

Roger Emmons: Okay, Gentlemen, next item is the UniFirst Proposal that was tabled from your October 10th meeting. And the Board had requested that they provide a revised agreement. And I sent that information to their District Service Manager Jeff Offerman. And he chose to submit a letter, a very short letter that says UniFirst agrees that with acceptance of the price increase in September 2017, we will waive the increase for 2018. Warrick County Highway will not see another increase until at least September 2019 and the increase will not be implemented if necessary without the consent of the Warrick County Highway Department. So, and that was an attachment to his email that I forwarded to you on October 19th.

Marlin Weisheit: I think that pretty well cleared up our issues, didn't it, Roger?

Roger Emmons: Yes. You know it does state that. And, I, I don't have a problem with it. It's kind of like an addendum.

Marlin Weisheit: Yeah. Do we need a motion to approve that?

Todd Glass: Preferably.

Marlin Weisheit: Yeah. Unless anybody's got any questions?

Bob Johnson: I make a motion to approve the UniFirst Proposal tabled from 10-10-17.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

(UniFirst Amendment is located on Page 24 of these Official Minutes)

EQUIPMENT LEASE FOR JUDICIAL CENTER JANITORIAL

Roger Emmons: Next is the equipment lease that was also tabled from your October 10th meeting and I had conveyed the information and the Commissioners felt like there shouldn't be any interest in the first year of the two (2) year schedule, rather than doing the monthly payment. And considering the monthly payment, that was over, initially I think it was three (3) years. And, so he sent me, which I forwarded to the Board on October 11th, a leasing quote regarding the two (2) year schedule. And also the amortization schedule showing the payment, interest, principle, and balance. And the financed amount is thirteen thousand two hundred and fourteen dollars ($13,214.00). And this is for the scrubber and burnisher for our Judicial Center Custodians. With four hundred fifty-nine dollars and eighty-four cents ($459.84) in interest for a total, we would pay, in the amount of thirteen thousand six-seventy-three-eighty-four

($13,673.84). That's two (2) annual payments and really you're, it's less than twenty dollars ($20.00) a month in interest. So he knows that about the interest, and his response was, here's our offer. So...

Bob Johnson: Roger, you say that the, the financing amount is thirteen thousand two hundred fourteen dollars ($13,214.00). But if we're going to pay the first payment of six thousand ($6,000.00) and whatever, you're not financing thirteen thousand dollars ($13,000.00). We're financing six thousand dollars ($6,000.00).

Roger Emmons: I know that.

Bob Johnson: So, is the four-fifty-nine-eighty-four ($459.84) interest on six thousand dollars ($6,000.00)?

Roger Emmons: Did you have a chance to review the amortization...?

Bob Johnson: I skimmed over it. I did not look.

Roger Emmons: Okay. Well, you know, the 2017 payment would be the first six thousand eight-thirty-six-ninety-two ($6,836.92). They're showing a total of seventy-four-forty-three ($74.43) in interest that's included in that payment.

Dan Saylor: Roger, what's the interest rate? I can't remember. Does it say?

Roger Emmons: I shows six point nine-eight-three (6.983) percent. You know Gem Chemical is the company Joe presented to you that had the best quotes. And you selected those, to look into the financing so I don't know if...

Dan Saylor: That, that, that's correct.

Bob Johnson: Is it?

Dan Saylor: Yeah, that, that four-fifty-nine ($459.00) is one (1) year's interest. That's what I just come up with. So Bob, I think they got it. I think that's right.

Bob Johnson: We're just stating it wrong.

Dan Saylor: I think, yeah.

Bob Johnson: Okay.

Marlin Weisheit: Yeah, the way it states there, it did appear we were paying interest on everything.

Dan Saylor: On everything, yeah.

Marlin Weisheit: So that does figure?

Dan Saylor: So, it's, it's correct.

Marlin Weisheit: Thank you.

Marlin Weisheit: Anybody have any other questions on that? If not we probably need to put that to rest, don't we? Do we need a motion on that? We was just doing some research on that. Do we have to have a motion to approve that?

Todd Glass: I think, I think we did approve.

Bob Johnson: I think (inaudible).

Todd Glass: We were clarifying.

Roger Emmons: Yeah, it was being clarified.

Marlin Weisheit: So we don't need a motion on this then do we?

Roger Emmons: No, I'll have to bring back the lease agreement to you.

Marlin Weisheit: Okay.

Roger Emmons: Once they send it to me.

Marlin Weisheit: But it's been approved?

Roger Emmons: It has been approved.

Marlin Weisheit: And we're okay with it now?

Roger Emmons: Yes.

Marlin Weisheit: Thank you for checking on it.

Roger Emmons: Thank you very much.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY-DION BRUNER

Roger Emmons: Alright. The next item, we have a Request for a Leave of Absence without Pay from a Highway employee, Dion Bruner. And that is pursuant to him running out of his FMLA Leave. So in pursuant to Section 4.9 in the Employee Handbook, that's why he has submitted this. The Handbook provides that you can approve up to six (6) months of unpaid leave. So if you chose to approve it, I would request that your motion state that it is retroactive to October 16th of this year.

Bob Johnson: Make a motion to approve the leave of absence without pay and make it retro to October 16th, of this year, for six (6) months.

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).

Roger Emmons: Thank you very much.

REQUEST FOR FMLA LEAVE

Roger Emmons: Next is a separate Request for FMLA Leave for another employee. Everything is in order. Paperwork and signatures. I recommend you approve this by motion.

Bob Johnson: Make a motion to approve the FMLA Leave.

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).

Roger Emmons: Thank you.

COURTHOUSE RENOVATION

Roger Emmons: The last item I have has to do with the Courthouse Renovation Project. Your request for proposals or qualifications for Innovative Turn Key Performance Based Services, to implement energy saving measures and infrastructure improvements. Those were due to me on last Monday, October 16th, no, Thursday, October 16th, whatever that was...lights came on. We only received one (1) response and that was from Energy Systems Group or ESG. So I recommend that you select ESG as the company to do the project and to enter into a performance agreement. And pursuant to the RFP, we're targeting the negotiation of a project development agreement. The successful firm, within fifteen (15) days of the RFP selection notification date. So, Nick Atherton with ESG is in the audience this evening. That would be on November 7th and I can send ESG the notification after today's meeting by email. Would that be acceptable, Nick?

Nick Atherton: Yes, that's fine.

Todd Glass: Roger, do you remember? Who did we send RFP's to? Or how many, I guess, did we send out?

Roger Emmons: I sent to, what's Mark's, Marlin, up at Indianapolis, Company? Ameresco?

Marlin Weisheit: Um hum.

Roger Emmons: I sent one (1) to Ameresco. And I think that was about it.

Nick Atherton: You said Trane picked one (1) up.

Roger Emmons: Oh, Trane did pick one (1) up. I didn't send them one (1). They just came in and...

Todd Glass: So three (3)...

Roger Emmons: On that subject they just happened to say, hey...and I gave them a copy.

Todd Glass: So at least three (3)?

Roger Emmons: Oh, yes. But that was the legal ad in the paper. So. Those are to energy savings companies which those three (3) mentioned are.

Todd Glass: It's a unique service. I would assume. Not too many folks are around that would provide that. Just wanted to make sure we had provided those RFP's to at least a small handful of potential proponents.

Roger Emmons: Yes.

Todd Glass: So that it's reasonable for the Commissioners to approve the only response we've seen.

Roger Emmons: Well, a lot of times, like Mark Heirbrandt with Ameresco, he saw it in his clipping service which a lot of professional firms used. Any legal ad in the United States that comes out, it's a service, they say, hey, here's one (1) in Indiana. Things like that. So that's how he received his.

Todd Glass: Even better.

Marlin Weisheit: So you're recommending we select ESG. We need to make a motion on that today?

Roger Emmons: Yes, Sir.

Marlin Weisheit: Accept your recommendation there. They have done an outstanding job on there, going over the building, checking it out. So, anybody have any questions? If not I'd entertain a motion.

Dan Saylor: I make a motion that we select ESG for performance based or based services for the savings measures and infrastructure improvements.

Bob Johnson: 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). Thank you.

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

Marlin Weisheit: That's all you have? Okay.

(ESG Services Proposal is located on Pages 35 through 36 of these Official Minutes)

COUNTY ATTORNEY
PROCUREMENT POLICY
ORDINANCE 2017-26 PASSAGE

Marlin Weisheit: County Attorney, Mr. Glass.

Todd Glass: Thank you, Mr. President. First on my agenda, Ordinance 2017-26, the Board approved on First Reading at the last meeting. The Ordinance which adopts a Purchasing Policies for the procurement of equipment, good, materials, and services for the entire County and its departments and offices. And that is ready for the Board to approve on Second and Third Readings today. In so doing, you might consider whether or not Roger or Roger and I ought to disseminate the information to the Department Heads and Officials of the County. Perhaps even have a lunchtime administrative meeting of some sort to go through it. It's lengthy. Much of the material should be familiar for everyone. But that's something else you might consider having Roger or Roger and I do. But it's ready for Second and Third Reading.

Marlin Weisheit: You need a motion on that?

Todd Glass: Yes, Sir.

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

Dan Saylor: I make a motion to approve the Ordinance 2017-26 for adopting the Procurement Policies, Second and Third Readings.

Bob Johnson: 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). Alright.

Todd Glass: Thank you, Mr. President.

Roger Emmons: Todd, the, I have one (1) here for their signature. Will that work? Or do you have a...?

Todd Glass: I also have one (1) so we can compare and use one (1) or the other. How's that?

Roger Emmons: Okay, I'll get with you after the meeting. We'll take a look at it.

Todd Glass: Very good.

(Ordinance 2017-26, Procurement Policy is located on Pages 25 through 30 of these Official Minutes)

EMPLOYEE HANDBOOK 2017 REVISIONS

Todd Glass: And, Mr. President, I don't know what the Board prefers to do, I did share with Board members proposed amendments to the Warrick County Personnel Policies. They are numerous. I don't know if you want another meeting to review them just so you're aware what those amendments are. I, I could also briefly explain in the minutes what they cover if you want to take action on that tonight. Or wait until the next meeting.

Marlin Weisheit: I'm okay on, with them tonight.

Todd Glass: Okay.

Marlin Weisheit: You guys okay with it? Let's go ahead and...

Bob Johnson: Um hum.

Todd Glass: If, if I could just briefly mention that the updates which were recommended by Bliss McKnight and other Department Heads and Officials over the past several months. Includes an update to our Anti-Harassment Policy, which now includes revisions for definitions of racial harassment and also complaints of harassment that lack merit. We've updated our policy to provide for that. We've updated the policy to provide Warrick County's committed to providing reasonable accommodations for disabled employees as required by the ADA. And to provide reasonable accommodations for them. We have now our Electronic Communications Retention Policy which was approved in May of 2011, now a part of our Employee Handbook. It states that we're to implement more strict internal controls and it states what our policy is. But that probably needs more detail added to it at some point in time. We've updated our employment policies, access to personnel files, access to public records act of procedures, and takes out the provision recommending that employees of Warrick County have to reside in Warrick County. We now have a reference to our electronic communications, I just said that. I've mentioned it twice here. Overtime and Comp Time matters have been updated to properly reflect how some Overtime and Comp Time is addressed. In our various departments, we have a provision now that adds an example to better clarify how a terminated employee would be paid for his or her unused vacation time. We've had a lot of clarification in our FMLA provisions explaining how FMLA Leave begins to accrue soon after the event that makes them eligible for FMLA Leave and that they cannot stack that time on after paid time off, paid time off benefits have been exhausted. Lastly some updates on prohibiting personal use of County vehicles by County employees. And it includes the prohibition against Courthouse parking adopted by the Board last year. So that's a quick summary of all the edits to the Personnel Handbook if the Board wishes by motion to update the Employee Handbook with those amendments and I'll work with Roger to get that posted and disseminated.

Marlin Weisheit: Thank you.

Roger Emmons: I would make a comment that in reviewing your red line version, Todd, that there are multiple instances where you've referenced the HR Director. And we don't have HR Director.

Todd Glass: That's true, we don't.

Roger Emmons: So we might, I would suggest maybe HR Personnel, because one (1) person in the Auditor's Office handle's a part of it and I handle a part of it.

Bob Johnson: Why don't you just put "or designee".

Roger Emmons: That'd be good.

Todd Glass: Yeah, those are references that have been in the Personnel Policy for some time. And certainly would be reasonable to make that update at the same time.

Marlin Weisheit: Unless there's any other questions, I'd entertain a motion to approve the revisions with the changes that were just mentioned.

Dan Saylor: So moved.

Bob Johnson: Make a...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). Thank you, Todd, for working on that. I know it's a lengthy process.

Todd Glass: Thank you.

(Employee Handbook is located on File in the Auditor's Office)

CITY OF BOONVILLE-WARRICK COUNTY INTERLOCAL AGREEMENT VICTORIA NATIONAL DEVELOPMENT

Todd Glass: Not on my agenda list, Mr. President, though we do have our Interlocal Agreement between the City of Boonville and Warrick County regarding the Victoria National Development. Although the Economic Incentive Agreement has not been completed, this is completed.

Marlin Weisheit: Okay.

Todd Glass: We got confirmation from the City's Attorney that there's no changes to it and he intends to introduce it to the City Council once he get word that that Economic Incentive Agreement is finished. That is able to be passed tonight by the Board for signature by all three (3) Commissioners knowing that it won't be finalized probably for another couple of weeks, until the City Council gets it. That's up to the Board of Commissioners or you can table it to the next meeting and approve it then.

Marlin Weisheit: I don't have a problem going ahead and approving it that way it would be approved by us when it goes to City Council, I guess, wouldn't it? Keep that moving? You okay with that, Dan? You have any questions?

Bob Johnson: I'd kind of like to know what I'm approving.

Todd Glass: Oh, okay. The, I, I'll, I'll send the final version of it to the Board if you want me to. Probably would not suffice for you to zip through it right at the moment.

Dan Saylor: This is what you sent to us earlier?

Todd Glass: Correct.

Bob Johnson: Oh, okay.

Todd Glass: What this provides, Mr. President, is, it is conditioned on the approval by both the Warrick County Board of Commissioners and the Common Council of the City of Boonville within the next ninety (90) days. So if the City of Boonville does not approve it, then it'll become void. It's effective for fifteen (15) years through October of 2032. And it will serve to help provide that Boonville will work with Green Life Development in not requiring tap waiver language on their tap fee agreements. An agreement by Boonville not to annex the subject area for the term of this agreement, which is fifteen (15) years. And it refers to the other agreements being entered into with the Economic Development Department and Green Life Development for the assistance for the access road development and also for Green Life's additional sewer incentive payments that will flow to the City of Boonville.

Bob Johnson: You've sent this to us before, right, Todd?

Todd Glass: Right, with revision marks. But probably what I would recommend is in the morning, I'll make sure that I send you this one (1) just to be absolutely certain that I've sent you the most recent. This, if there's any difference between this and what I sent you before, it's minor. Because, Mr. Phillips and the City of Boonville have agreed that they had no changes to it. And other than Exhibit, excuse me, D, I do have to update Exhibit D, which is the...

Dan Saylor: (Inaudible) Schedule.

Todd Glass: Yeah, tap fee waiver incentive payments that are flowing from Green Life Development to the City of Boonville. Again this requires no financial commitment by the County other than what the Economic Development Agreement will provide for between the County, Economic Development, and Green Life. And that agreement will actually provide the details of that, which the Commissioners know, involve both Economic Development money and Highway money. And what we've done however is we've tacked that on to the tail end of the entire project so the Commissioners can be assured that the County is protected in that they meet their obligations under the Economic Development agreement at the tail end.

Marlin Weisheit: So are we okay to approve this tonight?

Todd Glass: We are okay to approve...

Marlin Weisheit: With your...

Todd Glass: The Board of Commissioners would entertain a motion to approve the Interlocal agreement, as proposed by and between the County and the City of Boonville for the, involving the Victoria Development Project and then for it to be contingent upon approval by the Boonville City Council.

Marlin Weisheit: I'd entertain a motion.

Dan Saylor: I make the motion to approve the Interlocal Agreement with the City of Boonville and the County based on our Counsel's advice, recommendation.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Dan Saylor: Three (3), zero (0). Thank you.

Marlin Weisheit: I do commend you. I know Commissioner Saylor worked on this hard at many meetings. But good job.

Todd Glass: Well, we've got a few things yet to...

Marlin Weisheit: I know, I know.

Todd Glass: A few horses to corral, but...

Marlin Weisheit: It's a great project, and we're making headway.

Todd Glass: That's a, a step forward.

Marlin Weisheit: Yes.

(City of Boonville-Warrick County Interlocal Agreement is located on Page~~s~~ 36 ~~through~~ ___ of these Official Minutes) KGL. 1/29/2018

JUDICIAL CENTER BUILDING CORPORATION TRANSFER OF PROPERTY

Todd Glass: And lastly, if I may, Mr. President, I'll mention that we have figured out a simple solution for the Warrick County Judicial Center Building Corporation's return of property to the County. And I'll be reporting that to you here this week and it will be very simple.

Marlin Weisheit: Good, thank you. Anybody have any other questions for Counsel?

Bob Johnson: No, Sir.

COUNTY AUDITOR CERTIFIED CLAIMS

Marlin Weisheit: Okay, we'll move on to County Auditor to Claims.

Debbie Stevens: Thank you. Debbie Stevens, Warrick County Auditor. I have Certified Claims in the total of one million three hundred eighty-one thousand one hundred five dollars and thirty-seven cents ($1,381,105.37). *(Very long pause)* Do you all want to approve them this time or not? Or do you want to think about it?

Marlin Weisheit: I'd entertain a motion to approve the Claims.

Dan Saylor: I make a motion to approve the Claims for one million three hundred eighty-one thousand one hundred five dollars and thirty-seven cents ($1,381,105.37).

Bob Johnson: I'll second.

Debbie Stevens: Thank you.

Marlin Weisheit: All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

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

(Certified Claims are Located on Pages 30 through 32 of these Official Minutes)

NON-CERTIFIED CLAIMS

Debbie Stevens: Alright, I have two (2) Non-Certified Claims that I've, that we've reviewed for correctness. Beth Williams, it's a personal reimbursement for coffee purchase of five-fifty-eight ($5.58). PC Quest, that was a claim from the Health Department for forty-five dollars ($45.00) for a total of fifty (50), fifty dollars and fifty-eight cents ($50.58). The PC Quest, there's, there's no contract and there's no agreement. So I, we didn't have anything to certify that against.

Marlin Weisheit: Okay. Anybody have any questions, here's the Claims. If not, I'd entertain a motion.

Bob Johnson: Make a motion to pay the Claims.

Dan Saylor: Second.

Marlin Weisheit: Have a motion and a second to pay the Non-Certified Claims. All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

CLAIMS ADDRESSED FROM PROSECUTORS OFFICE

Debbie Stevens: Okay, I did want to bring something up, and if you want to talk about it later in the meeting, that's fine, we can. There, I see, on the agenda, there's two (2) more Claims coming up, but I did want to just say to you, they are not, Non-Certified Claims. They are not, they have not been audited for correctness at all. So it would be very much out of the duties of another office to bring directly to the Commissioners for approval, Claims that have not come through the proper processes of the Auditor's Office. The two (2) Claims were returned to the Prosecutor's Office with a request for the contract or agreement. So just know that those Claims never came back to my office for, to be certified for correctness, otherwise they would be on the Non-Certified list for you tonight. So I just, as I thought about that, I thought I may want to say that to you, because we all have Statutory Authority that we hold in our offices. We all have duties that we are responsible for delivering to the taxpayers and it would seem much out of order for you to approve Claims directly from a Department Head that have not passed through the, the audit criteria of the Auditor's Office.

Roger Emmons: I have those Claims that Mike brought me and I apologize, I, I didn't take them back to Debbie. So, but I do have them here.

Dan Saylor: But you say they were submitted to you.

Debbie Stevens: They were to be corrected. We sent them back to the Office Holder with the request for a contract or an agreement. There, it's, it's, they're both Claims for services which should have a contract or agreement so it, it wasn't as if those Claims were returned directly to us with any kind of a statement or an explanation. So I, I just wanted you to know, we haven't audited those Claims for correctness. That's it.

Todd Glass: Auditor Stevens, the two (2) Un-Certified Claims the Board just approved, how were those different?

Debbie Stevens: They are different because they did come through our office. The, we requested, well, in the case of the one (1), it's a personal purchase. In the case of the other, I did request of the Department Head a contract or an agreement. They said there was none, and so we audited for correctness, brought it to the Commissioners for approval based on their knowledge that there was no contract.

Todd Glass: So in other words, the Department Head notified you that there was no such contract, then you would audit for correctness and then submit it as an Un-Certified Claim?

Debbie Stevens: Right.

Todd Glass: But that communication never came to you? Is that what you're saying?

Debbie Stevens: Well, it never came back to my office. I apologize, Roger, I did not understand.

Roger Emmons: I'm sorry.

Debbie Stevens: I thought you, I thought we would see them again.

Roger Emmons: Okay.

Debbie Stevens: So.

Roger Emmons: I didn't find it, in the email where you said I needed to bring them back to you.

Debbie Stevens: Okay.

Marlin Weisheit: Well, let's go ahead and take them while they're here.

Debbie Stevens: That's just a miss-communication. Sure.

Marlin Weisheit: While we're talking about it.

Roger Emmons: Okay.

Debbie Stevens: I'm sorry. That was just a miss-communication between the two (2) of us. Then I apologize for that.

Marlin Weisheit: So do we want...?

Debbie Stevens: And no problem, if you want...

Marlin Weisheit: Prosecutor Perry to come up and talk then? Or do you have the information, Roger, you want to go ahead and discuss if you've got copies of it.

Roger Emmons: All I know is, you know, the Auditor's Office did give him a pink slip on each one (1). And because each one stated they needed a copy of the agreement or service contract, whatever. You know one (1) was detailing membership, supporting documentation. And I know that the one (1) is for email service and one (1) is for their Crime Hotline, Anonymous Crime Hotline. I would defer to Mike for comment. He may want to address the Board.

Debbie Stevens: Okay. I, you want to take care of it, sure.

WETIP CLAIM

Mike Perry: Mike Perry, Prosecutor. We'll start with the WeTip. This is the quarterly request. Three (3) other requests have been requested and paid. I went through my files and on my first quarterly request there is a copy of our

contract to the Auditor. They should have a copy of that and if they don't, I don't know why. But again, this is the fourth quarterly request. We've had three (3) processed, and we hadn't had any issue to date. If you want to see this.

Roger Emmons: And that is the one thousand dollar ($1,000.00) Claim.

Mike Perry: That is the one thousand dollars ($1,000.00).

Marlin Weisheit: And you pay that every three (3) months, Mike?

Mike Perry: Yes, Sir.

Marlin Weisheit: Okay.

Dan Saylor: And you've stated that's been paid three (3) times already.

Mike Perry: Yes, Sir. And this is again, coming out of the Prosecutor's Pre-Trial Diversion Fund. It's not money coming out of General Fund from the Warrick County or any taxpayer money being used.

MICROSOFT CLAIM

Mike Perry: The second one (1) is the Microsoft email. This is a yearly commitment. I'm going to have to plead ignorance. I don't know where or who agreed to this. That was another one (1) that was given to me when I took office. This is my third year in office. It's been paid every year. So I don't know, again, if the Auditor had a contract for the previous years that it was paid and now they don't, but the last time we had an issue with this was last December when we had our email threatened to be turned off by Microsoft because of non-payment. And I attached an email to my letter to Mr. Emmons of the steps that Mr. Truelock in my office had to go through to get this corrected. At which time the check was issued to the wrong address. We had to have a stop payment on that check. Microsoft graciously continued our email service. As I think you can well imagine, probably all of you greatly depend on your email services as an office charged with protecting the citizens in this County is an absolute necessity that our email remains up and running so we can communicate with law enforcement, the Courts, the Attorneys in town, or victims and anybody else that's effected by the Judicial System.

Todd Glass: Mike?

Mike Perry: So he had, in proper procedures, presented these Claims to the Auditor and were rejected and sent back to my office and I am, frankly, tired of that process. And that's why I sent them to Mr. Emmons.

Todd Glass: Mike? Could you or Parker, Mr. President, if you want me to, I could try to extract out of Microsoft a contract. There must be one (1) somewhere.

Mike Perry: There would have to be.

Todd Glass: But I'm willing to help locate it if the Commissioners direct me to.

Bob Johnson: Mrs. Stevens, would you not have the copy of that contract that we've paid in the past? Like this one (1) here, that Mike, Mr. Perry showed us. I mean would you not have a copy of that? Or does it have...

Debbie Stevens: Not necessarily.

Bob Johnson: To be submitted every time?

Debbie Stevens: Well, if they would, if we have a copy, then what we do, we have over six hundred (600) contracts in our office now. And it's been, quite a task to collect contracts from various Office Holders for the services they receive. And that's primarily because when I took office, there were probably less than seventy (70) valid contracts in our office. We have over six hundred now (600). and so it's just a constant collecting and asking for contracts. And if we discover that we don't have a contract in our office, then the only recourse is to go back and try to, try to get that. And get it on file and then we go forward from there. So, it's, it's not as bad as it used to be.

Dan Saylor: Was that copy not submitted at the beginning of the year? That copy of the contract that was attached to that?

Debbie Stevens: If, if it was, and it wasn't put into our base, I mean, he's got it attached, obviously to something, but if we did and it wasn't scanned into our database of contracts, then that would be an error on my part. But I don't know that we had it prior.

Bob Johnson: With having so many contracts that you're responsible for keeping on file, is there a way to number these or put a reference number on it to where when Mr. Perry submits they reference contract such and such?

Debbie Stevens: We do have a, we have a pretty good system outside of not having any kind of a document management software in our office. We use, we scan those into our share drive so, and then we name them, and it's by the office. It's a pretty, pretty organized system and then regardless of who's doing a second or final review on the Claim, they're able to just pull it up on our share drive and review the contract. We try to highlight ahead of time when we scan those in. So it's a pretty quick reference to the contract to make sure that's current, the terms and conditions are being billed for correctly.

Roger Emmons: I might add, like your own Ordinance states, that if there's a contract or agreement in place, a manual check can be cut for those. So like for our road projects, when I turn those in, the first time I attach a copy of the agreement. And in my cover memo, I'm asking that a manual check be cut, I state, 'Here it is, I'd ask you to please keep for future reference.' So I don't have to keep wasting paper and attaching a copy to it. And that's worked well. But this could be done on these too, if, and of course he has, this is the first time, I don't remember him, Mike sending

Microsoft. You know from what I recall, I believe it may not be this Board, but I think there had been past Boards that have, that have considered Claims that, that have received pink rejection slips, and submitted directly to this office. I could be wrong. And to that end...

Bob Johnson: That doesn't make it right.

Roger Emmons: No, I'm not saying it's right. I'm just saying if I recall. So I think Todd's offered to find a Microsoft Agreement. That's very generous.

Bob Johnson: I, I...

Todd Glass: I, I'm not familiar with the Auditor's Manual enough to know any details on what Auditor Stevens mentions as properly audited process, but it, it strikes me that we have the WeTip Contract which is an annual contract and this is the fourth of four (4) payments, and I'm sure Auditor Stevens can check their files to find it and it's probably satisfactory.

Debbie Stevens: Well, if he has is here, that's all, that's all we need. We'll scan it in for future references. As long as it's not expired and it's a valid contract, that's all we need.

Todd Glass: And it's an exceptional step, but if the Commissioners want to also approve the Microsoft, and also instruct Counsel to locate that contract to attach to the Claim, we can certainly do that.

Marlin Weisheit: And I'm sure we've had a contract or we've made payments on the email account, because, I mean, that's very valuable to any office. You couldn't operate without email. We couldn't and I know Mike's Office, WeTip is very important to the Prosecutor's Office. So...

Debbie Stevens: And I think sometimes when there's purchases made for services, and it's via the internet, or for a service that's going to be though the internet, there's this box that we just automatically check on that says, 'I agree'. That the contract. Typically that's the contract and that's the agreement. And it's just kind of routine, we say, 'I agree', but then we don't, those just slip through the cracks sometimes that those then don't make it to our office as what we agreed to and how we should pay that contract. And so, it's probably just a matter of an email, and we'd be able to get a copy of what that agreement is.

Marlin Weisheit: Well, I'd like to personally get this resolved tonight so they don't have to deal with it.

Debbie Stevens: Yeah. That's fine.

Marlin Weisheit: Don't want to have anything in jeopardy with any of the offices.

Bob Johnson: I agree.

Roger Emmons: And to that end, Mr. President, I, you know, used to, Claims were double sided. The back side had a place where you put in the appropriation number and the amount, and then there's signature lines for the Board of Commissioners. So, I did prepare those for these two (2) Claims. Heather told me, she's the one (1) that scans in the agreements, so she's going to do that with...

Kristine Georges: Kristine.

Roger Emmons: I'm sorry, Kristine. What did I call you?

Kristine Georges: Heather.

Roger Emmons: Heather? Well, I talk to Heather a lot too.

Kristine Georges: Okay.

Roger Emmons: Anyway, so she's going to scan that in and have that for their records from now on, okay, for the WeTip.

Todd Glass: Okay.

Marlin Weisheit: So would you be okay with us approving both of these tonight?

Debbie Stevens: Perfectly fine.

Marlin Weisheit: And get them paid soon as we...

Debbie Stevens: Yes. Yes.

Marlin Weisheit: Get you what you need and hopefully get this resolved so we don't have to deal with this, and I know it's aggravating for Mike. It's aggravating for us. It's aggravating for you. I mean let's try to get everybody what they need.

Bob Johnson: There's got to be a simpler way to do this.

Marlin Weisheit: Yeah.

Bob Johnson: Than having to put in the contract every time he submits.

Marlin Weisheit: I know...

Bob Johnson: But at the same time you have obligations you do have to meet to the Claims.

Marlin Weisheit: And myself and Councilman Richmond just set through an exit meeting with the State Board of Accounts so we know they expect her to have a copy of the contract and you know, they don't expect us to approve things without them. So I mean I set through two (2) hours of that. So I do understand what you're going though. But we've all got to do our best to work together to keep things operating and be efficient. And not spend time like this that we, unnecessary time that we could be doing something very constructive. I sympathize with everybody. So, so what do we need? A motion here, Counsel?

Todd Glass: Yeah, a motion, you could move to approve as Un-Certified Claims.

Debbie Stevens: Thank you.

Todd Glass: Both for the WeTip and the Microsoft.

Roger Emmons: Thank you, Debbie.

Todd Glass: Claims through the Prosecutor's Office and direct Counsel to assist to find the contract.

Marlin Weisheit: So moved. I'll make that motion.

Bob Johnson: Second.

Dan Saylor: Second.

Marlin Weisheit: I have a motion and two (2) seconds. All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

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

(WeTip and Microsoft Claims for Prosecutor are located on Page 33 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
BRIDGE 310

Marlin Weisheit: Okay. Let's see, County Engineer/Highway. We had you on standby here.

Bobby Howard: That's fine. I have one (1) item tonight and it's the proposal from Lochmueller Group in regards to a Federal Aid Application Assistance for not to exceed five hundred dollars ($500.00) and I would like this approved so that we can proceed with our, this next call for projects.

Marlin Weisheit: Anybody have any questions? And that's on the bridge projects?

Bobby Howard: Yeah, Bridge 310.

Marlin Weisheit: Bridge 310.

Dan Saylor: I make a motion to approve the five hundred dollars ($500.00) or up to five hundred dollars ($500.00) for the next call for the Bridge 310 Project with Lochmueller Group.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

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

(Federal Aid Application, Bridge 310, is located on Pages 33 through 34 of these Official Minutes)

COUNTY HEALTH DEPARTMENT
AMENDMENT OF AGREEMENT WITH STERICYCLE

Marlin Weisheit: Okay, County Health Department.

Todd Glass: Mr. President, I spoke to Health Officer Aaron Franz this afternoon. Both he a Sharon were unable to get here this evening. But they have submitted to me, I have reviewed, the amendment to the agreement with Stericycle, bio-waste hazard pick up and disposal. Everything is in order. I have everything in hand, and I believe, I don't think that needs to be signed. You just need to approve it and we'll, I'll work with Aaron Franz to submit that approval online.

Marlin Weisheit: Okay. Unless there's questions, I'd entertain a motion.

Roger Emmons: Let me ask, let me ask a question first.

Roger Emmons: Todd, would, you gonna have, if they approve to electronically sign or is that what we're going to do?

Todd Glass: No, that's why I hesitate, I'm trying to find out how the approval works. It's another online. But it's the regulated medical waste service. The provider that's, they've been working with for a few years now. The total annual cost is like three hundred eighty-eight dollars ($388.00). But I will find out from Aaron. I don't think it's an electronic signature, per se, but just so it...

Roger Emmons: Yes. I have the directions on how we're to do that.

Todd Glass: Well, if that's the case, then that needs to be, Mr. Weisheit.

Roger Emmons: Okay.

Marlin Weisheit: They're always fun, aren't they, Roger?

Roger Emmons: Yeah. Well, this seems to be a little bit, those have always been procurement with the State of Indiana. This is a private company so, it's Adobe Sign. It appears to be a little more straightforward.

Marlin Weisheit: Okay.

Todd Glass: Thank you, Roger.

Roger Emmons: Thank you.

Marlin Weisheit: So I'd entertain a motion then.

Bob Johnson: Make a motion to approve the amended agreement with Stericycle for bio-hazard waste pick up and disposal for three hundred and eighty-eight dollars ($388.00).

Dan Saylor: Second.

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

Dan Saylor: Aye.

Marlin Weisheit: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Motion carries three, zero (3-0). Thank you. Okay, that's all the Health Department had then.

(Stericycle for Health Department is located on Page 35 of these Official Minutes)

COUNTY PURCHASING
COUNTY BITUMINOUS CONTRACT BIDS

Marlin Weisheit: So I guess we're down to County Purchasing?

Joe Grassman: Joe Grassman, Purchasing Manager. In September, I issued invitations to quote our County Bituminous Contract to area, some area vendors. And I have received three (3) sealed quotes in response to that. I'm going to open, and not necessarily read every one of these, because they're quite, there's a few, a volume of information. It'd take us all night to get through it if I was to read it all. So, I would ask that I open it and verify they were sealed. And I will open them, tell you who it came, where it was from. And then ask you to take them under advisement. Give Bobby and I a chance to evaluate them.

Marlin Weisheit: Sounds good.

Joe Grassman: The first bid is from E & B Paving. Let's see.

Bobby Howard: Mr. President...

Matt Scheessele: Could I also make a request before you get started?

Bobby Howard: I was going to say, was it possible that the vendors would have a chance to review, before they leave here, tonight, as to what was on these?

Marlin Weisheit: I'm okay with that. If Counsel's okay?

Bobby Howard: What was your request?

Matt Scheessele: I would appreciate that, if nothing else, just, if that's fine with the Board, we'd like to review them before we left.

Marlin Weisheit: And maybe Bobby and Joe could review them with you. Would that be fair enough?

Matt Scheessele: Thank you.

Marlin Weisheit: Thank you. I'm fine with that. I think that would be a good idea if we're not going to read them in length at least.

Joe Grassman: Alright.

Todd Glass: Yeah. They, yeah, everybody can see the bids.

Joe Grassman: Even though it's not awarded we can let them look at it.

Todd Glass: Yeah, they're public record.

Joe Grassman: As of right now.

Todd Glass: Once they're opened and read out loud.

Joe Grassman: Okay. Second sealed quote, Metzger Construction, Incorporated. The third quote would be from J.H. Rudolph Company, Incorporated, Evansville, Indiana. Again sealed. Very well sealed actually.

Marlin Weisheit: Need a bigger knife?

Joe Grassman: Did a good job with that. Alright. So that's it.

Marlin Weisheit: And you'll be able to hang around with Bobby and let all three (3) vendors since they're all here. I think that'd be a good idea since we're not reading out quotes and stuff so everybody knows what's there.

Joe Grassman: Uh...

Marlin Weisheit: And we need a motion to take them under advisement at this time.

Todd Glass: Yes.

Marlin Weisheit: If that's what you guys, unless you'ins have any other questions?

Dan Saylor: Is there any numbers to be shared in the public meeting?

Roger Emmons: There's different categories.

Dan Saylor: Is there...okay.

Roger Emmons: It would take a long time.

Dan Saylor: Okay. I didn't know if there was one (1) bottom line number.

Roger Emmons: No.

Dan Saylor: Okay.

Marlin Weisheit: And we'll all need to spend some time going through them too.

Dan Saylor: Okay. I make a motion to table the, or take under advisement the quotes for the Bituminous materials.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Marlin Weisheit: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Motion carries three, zero (3-0). Thank you. Thank all three (3) companies for bidding too.

Bobby Howard: (Inaudible).

Marlin Weisheit: Is that all you've got, Joe?

Joe Grassman: Yes.

Marlin Weisheit: Okay.

COUNTY SHERIFF

Marlin Weisheit: Sheriff, you have anything for us tonight? Okay. Good to have you here.

COMMISSIONER ITEMS FOR DISCUSSION

Marlin Weisheit: Commissioner Johnson?

Bob Johnson: Nothing, Sir.

Marlin Weisheit: Commissioner Saylor.

Bob Johnson: No, Sir.

Marlin Weisheit: And I have nothing. Unless someone else up here has something, I'd entertain one (1) more motion.

Bob Johnson: Motion to adjourn.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 5:08 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

Marlin Weisheit

MARLIN WEISHEIT, PRESIDENT

Dan Saylor

DAN SAYLOR, VICE PRESIDENT

Robert H. Johnson

ROBERT JOHNSON, JR., MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

WARRICK COUNTY COMMISSIONERS ORDINANCE # OR-2017-28
PLAN COMMISSION DOCKET # PC-R-17-15
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:

Section 2. That the boundaries of the Agriculture District as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate: Parcel # 2 of the Euler Trust Property Rezonification

Part of the Southeast Quarter of Section 31, Township 6 South, Range 9 West of the 2nd P.M., lying in Chuck Township, Warrick County, Indiana and being more particularly described as follows:

Commencing at an 1" iron rod at the Southeast corner of said Quarter Section; thence along the South line of the Southeast Quarter of the said Section, South 89°15'07" West 1,320.00 feet to the South line of the Southwest Quarter of the Southeast Quarter of the said Section; thence along the East line of said 33 acres, North 00°18'09" East 151.49 feet on a 5/8" rebar with LS cap inscribed "Donald Gries 29900003" at the true point of beginning; thence continue along said East line

1st: North 00°18'09" East 1,320.54 feet to a 5/8" rebar with LS cap inscribed "Donald Gries 29900003" in the Southerly right of way line of Warrick Trail; thence along said right of way line the following 5 (three) courses

2nd: South 89°35'06" East 147.26 feet a 5/8" rebar with LS cap inscribed "Donald Gries 29900003"; thence

3rd: South 89°27'46" East 326.23 feet a 5/8" rebar with LS cap inscribed "Donald Gries 29900003" on a curve, through a delta angle of 00°07'00", bearing a radius of 1432.45 feet and bearing a chord of South 89°31'26" East 326.23 feet a 5/8" rebar with LS cap inscribed "Donald Gries 29900003"; thence

4th: South 89°27'46" East 163.30 feet a 5/8" rebar with LS cap inscribed "Donald Gries 29900003" on the East line of the property conveyed in Deed Book 200, page 1, Warrick County, Indiana Deed Records, being the Tract No. 20 as described in deed recorded as Document Number 199701013678 in the office of the Recorder of Warrick County, Indiana; thence along said East line

5th: South 00°18'18" West 1038.72 feet to a 5/8" rebar with LS cap inscribed "Bailey 50005" in the North right of way line of State Road 66; thence along said right of way line the following 3 (three) courses

6th: South 83°43'39" West 121.97 feet a 5/8" rebar with LS cap inscribed "Donald Gries 29900003"; thence

7th: South 83°43'39" West 1,000.00 feet a 5/8" rebar with LS cap inscribed "Donald Gries 29900003"; thence

8th: North 83°13'26" West 31.53 feet to the true point of beginning and containing 13.58 acres more or less.

Subject To: The permanent easements/rights of all rights and easements of ingress and egress to, from, and across the limited access facility described in Deed Book 200, page 1, Warrick County, Indiana Deed Records, being 40 feet in width and lying Southerly of coincident with courses two through four (course #4) course of the above described parcel. Also, along the West 141.08 feet and the East 124.70 feet of the 326.23 feet of the above described course described above. This correction shall be a covenant running with the land and shall be binding on all successors in title to the said real estate.

Also Subject To: A utility easement in favor of Indiana-American Water Company, Inc., as described in easement recorded as Document Number 200605-013841 in the office of the Recorder of Warrick County, Indiana.

Also Subject To: A 40 foot wide ingress and egress easement, being 20 feet in width and lying Southerly of coincident with courses two through four of the above described parcel, said easement being recorded as Document Number 201508-006850 in the office of the Recorder of Warrick County, Indiana.

which real estate is now zoned and classified as part of the Agriculture 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 Agriculture District to said General Commercial (C-3) District.

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

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

President
Member
BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

ATTEST:
County Auditor
10/23/17
Date Approved

2017R-009225
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
10/27/2017 01:15 AM
REC FEE: 0.00
PAGES: 1

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.
Author
This document prepared by: Three i Design Lyle Mehringer

PAT BROOKS WARRICK COUNTY RECORDER NUMBER 2017R-009225 PAGE: 1 OF 1

FILED
OCT 11
WARRICK AREA PLAN C

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

October 11, 2017
Warrick County Engineer's Office
Attn: Bobby Howard, P.E.
107 W Locust Street, Suite 208
Boonville, IN 47601

Re: Commercial Driveway 2016-045C - Lot 1B in I-164 Commercial Park Sec 3 - 5370 Covert Court
Release of Surety
Morley Project # 9409

Dear Bobby,

We have inspected the commercial driveway and it is in general compliance with the approved permit.

On behalf of our client, we request a release of the surety for the commercial driveway.

Thank you,

James E. Morley, P.E., P.L.S.

cc: Warrick APC
Chris Lasley, Danco Construction

JAMES E. MORLEY
REGISTERED
No. 10100250
STATE OF
INDIANA
PROFESSIONAL ENGINEER

BOARD OF COMMISSIONERS:
Martin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 10/23/17

PEMBERLY PLACE PUD
LETTER OF CREDIT EXTENSION AND RENEWAL
OCTOBER 6, 2017

BOARD OF COMMISSONERS:
President
Member
Member

ATTEST:
Auditor
Date: 10/23/17

FILED
OCT 06 2017
WARRICK COUNTY AREA PLAN COMMISSION

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

October 6, 2017

Warrick County Engineer's Office
Attention: Bobby Howard, P.E.
107 W. Locust Street, Suite 208
Boonville, IN 47601
(sent via email)

RE: **PEMBERLY PLACE - PUD**
LETTER OF CREDIT EXTENSION AND RENEWAL
OUR PROJECT # 9973.4.001 A

Dear Bobby:

On behalf of Suron Properties, LLC, owner of Pemberly Place PUD, we are requesting a one year extension for Pemberly Place PUD. The original permit will expire on November 19, 2017. Due to the slow rate of lot sales and sidewalk construction not being completed before home construction (to prevent damage during home construction), we are requesting this extension. We have inspected the sidewalks and streets, and the following requires completion:

Sidewalks along lots: 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21
743.5 LF @ $12.00 $8,922

Streets need a 1.5" HAC Type B surface along lots: 1- 28

Pavement	$16,968
Stop Bar	$100
Contingency (10%)	$1,706.80
Pavement Total	$18,774.80
TOTAL	$27,696.80

We recommend retaining the above-mentioned amount to ensure that all of the sidewalks and streets are completed.

Thank you,

10-6-17
James E. Morley, P.E., P.L.S.
encl: Recorded Secondary Plat
Warrick APC Letter

cc: Warrick APC - Sherri Rector (via email)
Suron Prop. – Ron Schmitt (via email)
File

JAMES E. MORLEY REGISTERED No. 10100250 STATE OF INDIANA PROFESSIONAL ENGINEER

J:\9000s\9900-9999\9973\Civil 3D\Documents\WCAPC Submittal 10-05-17\9973 LOC extension-renewal PUD

CASH WAGGNER & ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

FILED
OCT 13 2017
WARRICK COUNTY AREA PLAN COMMISSION

October 13, 2017

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

RE: **Arbor Pointe – Section 2, Phase 3**
Street Certification
Project No.: 12-1408

The construction of the roadways within the subject project is complete and ready for inspection. All streets were constructed with 1½ inches of No. 11 bituminous surface, 2½ inches of No. 9 bituminous binder, 8 inches of compacted aggregate base (No. 53 stone) and 2' concrete roll curb and gutter.

Items remaining to be completed:

1. Guardrail and Signage Arbor Creek Drive - $2,250
2. 1 - Street Sign - $250

Sub-total Cost to Complete Street Construction = $2,500
10% Contingency = $250
Total Cost to Complete Street Construction = $2,750

We ask that you inspect the improvements and approve the cost estimate.

If you have any questions or require additional information, please contact our office.

Sincerely,

Glen Meritt, Jr.
Project Engineer

cc: File

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 10/25/17

W:\121408\Documents\STREET CERT LIF 10-2017.doc

414 CITADEL CIRCLE, SUITE B
EVANSVILLE, IN 47715

PH: 812.401.5561

SIDEWALK ACKNOWLEDGEMENT

Date: Aug. 31, 2017 Receipt # 22253

NAME OF SUBDIVISION: Arbor Pointe - Section 2, Phase 3 as recorded in 2013 R - 012636 in the office of the Recorder of Warrick County, Indiana.

I hereby request acknowledgement of completion of the following sidewalks by the County:

NAME OF STREET	NO. OF LINEAL FEET
Arbor Creek Drive	744
Arbor Pointe Drive	2119

New Urban Investments, LLC
Subdivision Developer

A certificate by Glen Meritt Jr., Indiana Registration # 10403870, Licensed Engineer, that the streets were constructed in accordance with the plans approved by the Board of County Commissioners accompanies this request.

A SMALL COPY OF THE SUBDIVISION PLAT MUST ACCOMPANY THIS REQUEST FOR SIDEWALK ACKNOWLEDGEMENT.

I have inspected subject sidewalks and recommend acknowledgement.

County Highway Engineer

ACCEPTED:
Date: 10/25/17

BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

This Document 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.

CASH WAGGNER & ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

FILED
AUG 3 0 2017
WARRICK COUNTY
AREA PLAN COMMISSION

August 30, 2017

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

RE: Arbor Pointe – Section 2, Phase 3
Newburgh, IN
Our Project No.: 12-1408

All sidewalks required for Arbor Pointe – Section 2, Phase 3 are in place and have been constructed in relative conformance with the approved plans.

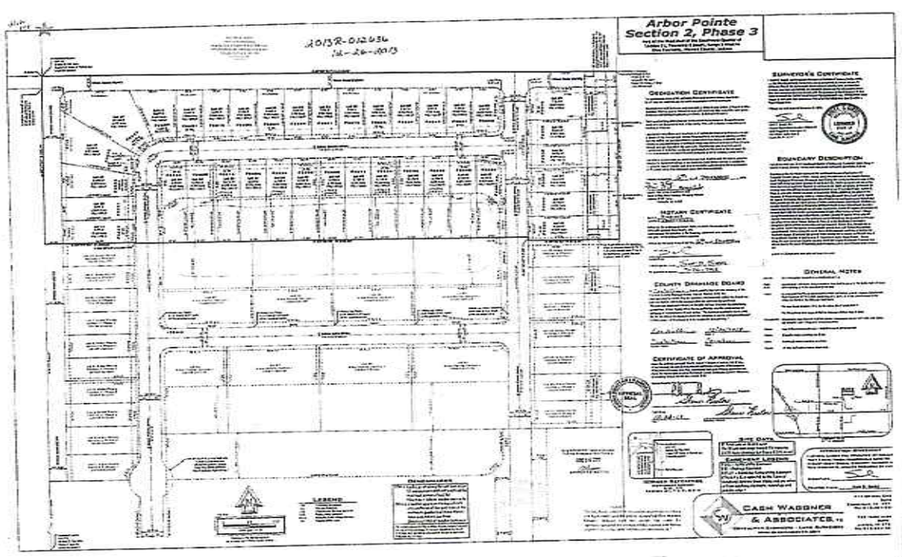
If you have any questions, please do not hesitate to contact me.

Sincerely,
CASH WAGGNER & ASSOCIATES, PC

Glen Meritt Jr., P.E.
Project Engineer

Cc: File

414 CITY AVE. • SUITE 8 • EVANSVILLE, IN 47715
PH: 812.479.1585 • FAX: 812.479.1589
E-MAIL: OMERITT@CASHWAGGNER.COM
EVANSVILLE • JASPER WWW.CASHWAGGNER.COM



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

Marlin Weisheit **Dan Saylor** **Bob Johnson**

October 23, 2017

Mr. Greg Wathen, President/CEO
Economic Development Coalition of Southwest Indiana
318 Main Street, Suite 400
Evansville, IN 47708

RE: Letter of Support – U.S. EPA Assessment Grant

Dear Mr. Wathen:

As a member of the Economic Development Coalition of Southwest Indiana (Coalition), the Board of Commissioners of Warrick County, Indiana, would like to describe their partnership in the Coalition EPA grant application. We strongly support the Coalition in applying for the U.S. EPA Assessment Grant for Coalitions, and can assist in the following way: Warrick County Board of Commissioners Vice President Dan Saylor, as the county's appointment to the Coalition Board, has agreed to represent Warrick County, Indiana, on this task force with the deliberations, decision making, and general community outreach efforts of the grant. He has been a board member of the Warrick County Commissioners since 01/01/2017 and has witnessed the success from prior grant projects. We are confident that more sites are in need of assessment and planning for redevelopment in the communities and surrounding areas.

Warrick County can participate in this effort by providing meeting space, helping with the research of properties for Phase I Environmental Site Assessments, planning for redevelopment and involving the resources of the Warrick County Economic Development Department and the Warrick County Chamber of Commerce.

Thank you for your efforts to relieve Warrick County of underutilized property.

Sincerely,

Marlin Weisheit, President
Warrick County Commissioners

ihcda

Indiana Housing & Community Development Authority

October 13, 2017

Ms. Debra Bennett-Stearsman
Director of Special Projects
EDCSWI
318 Main Street, Suite 400
Evansville, Indiana 47708

Bid Set #6

Re: Waiver Submitted August 24, 2017 (Waiver 17)
Reviewed October 13, 2017

Ms. Bennett-Stearsman:

I am writing in regards to the County of Warrick's request to add fourteen (14) properties to its Round 1 and Round 2 Blight Elimination Program (BEP) Projects through the standard property addition process and with the use of available surplus funds. I am pleased to inform you that IHCDA approved the County's request to add the following ten (10) properties:

Property Address	Program Partner	Date of Approval
301 E Walnut Street, Boonville, IN 47601	Boonville Now	October 13, 2017
302 Forrest Avenue, Boonville, IN 47601	Boonville Now	October 13, 2017
405 E Chestnut Street, Boonville, IN 47601	Boonville Now	October 13, 2017
455 Gentich Road, Boonville, IN 47601	Kevin Troutman & Felcia Widmer	October 13, 2017
603 E Division Street, Boonville, IN 47601	Leon J & Marguerite R Harris	October 13, 2017
1015 N Ann Street, Boonville, IN 47601	Boonville Now	October 13, 2017
6533 Gardner Road, Chandler, IN 47610	Roy C & Karen J Morris	October 13, 2017
10655 SR 57, Elberfeld, IN 47613	Boonville Now	October 13, 2017
8299 St John's Church Road, Elberfeld, IN 47613	Earnest & Brenda Wade	October 13, 2017
229 W 2nd Street, Lynnville, IN 47619	Joe & Stephanie Wiedrich	October 13, 2017

I regret to inform you that IHCDA is unable to approve the following four (4) properties at this time. Specific reasoning for the declination has been provided for your review below.

Property Address	Reason for Declination
4677 Smith Road, Boonville, IN 47601	Property scores in; Address cannot be verified at this time
1023 N 3rd Street, Boonville, IN 47601	Property does not meet minimum score required for entry
2555 SR 62 East, Boonville, IN 47601	Property cannot be evaluated based on photos provided; too dark and grainy
3977 E Pigeon Valley Road, Boonville, IN 47601	Property does not meet minimum score required for entry

IHCDA was unable to verify the property address of the property submitted as 4677 Smith Road. A review of the records attached to the SEM indicate the property address is 4666 Smith Road. Upon receipt of written verification of the property's address, IHCDA will be able to approve this property for inclusion in the BEP.

With regards to 2555 State Road 62 East, IHCDA was unable to evaluate the property as submitted. The photos provided in the SEM Packet are too dark and grainy. IHCDA was unable to see any damage in the photos due to the poor quality of the images. The County may submit new photos for review at any time.

ADDRESS 30 South Meridian Street, Suite 1000, Indianapolis, IN 46204
PHONE 317 232 7777 TOLL FREE 800 872 0371 WEB www.ihcda.IN.gov

EQUAL OPPORTUNITY EMPLOYER AND HOUSING AGENCY

State of Indiana
Lieutenant Governor
Sue Ellspermann

With regards to the two (2) remaining declines structures, these properties did not meet the minimum score required for entry into the BEP. The Count may submit additional supporting documentation at any time. Documentation may include, but is not limited to the follow:

1. Any demolition/condemnation orders;
2. Any code violation notices issued in 2013 or later;
3. A list of any police/fire/EMS runs to the property in 2016 or 2017; and/or
4. Additional recent photos documenting the condition of the property.

Should you have any questions or wish to discuss the matter further, please do not hesitate to contact me.

Best Regards,
Timothy J. Parthun
Timothy J Parthun
Blight Elimination Program Oversight Coordinator
tparthun@ihcda.in.gov | (317) 232-2021

UniFirst 1st

UniFirst Corporation
4626 Proficient Court
Evansville, IN 47725
Phone: 812-867-5664
Fax: 812-867-6799

UniFirst agrees that with acceptance of the price increase in September 2017, we will waive the increase for 2018. Warrick Co. HWY will not see another increase until at least September of 2019 and the increase will not be implemented (if necessary) without the consent of the Warrick Co. HWY department.

UniFirst Representative _____

Warrick Co. HWY Representative _____
Marlin Weisheit, President
Warrick County Board of Commissioners

ORDINANCE 2017-26

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, ADOPTING A PURCHASING POLICY FOR THE PROCUREMENT OF EQUIPMENT, GOODS, MATERIALS AND SERVICES

WHEREAS, Warrick County and its various offices and departments from time to time accept funding from various sources, including the Federal Government; and

WHEREAS, certain entities, including Warrick County, that accept funding from the Federal Government must adopt a purchasing policy regarding the procurement of goods, materials and services in accordance with Title 2, Part 200 of the Code of Federal Regulations; and

WHEREAS, Warrick County desires to adopt a such a purchasing and procurement policy in accordance with the Code of Federal Regulations to govern Warrick County's procurement of goods, materials and services; and

WHEREAS, the Warrick County Board of Commissioners find that it is in the best interest of the residents of Warrick County to establish a purchasing policy to comply with Federal regulations and to promote economic efficiency and continuity in purchasing; and

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

Section 31.08 of the Code of Ordinances of Warrick County, Indiana, is hereby amended in its entirety as follows:

§ 31.08 PURCHASING POLICY FOR THE PROCUREMENT OF EQUIPMENT, GOODS, MATERIALS AND SERVICES.

(A) *Introduction.*

This chapter outlines the Warrick County purchasing policy for the procurement of equipment, goods, materials and services. This chapter does not apply to public works as defined in IC 36-1-12 *et seq.* It follows state purchasing laws but may be stricter than the state law at the discretion of the Warrick County Board of Commissioners. IC 5-22-3-3 states: "The purchasing agency of a governmental body may establish written policies for purchases made by the purchasing agency. The written policies may apply to all purchases generally or to a specific purchase as stated in the solicitation for the purchase." A written policy may supplement this article or a rule adopted by the purchasing agency's governmental body and not be inconsistent with this article or a rule adopted by the purchasing agency's governmental body. The

purchasing agent as herein defined shall purchase the equipment, goods, materials and services for all Warrick County departments and offices.

(B) *Authority and Definitions.*

(1) The provisions herein are to be construed consistent with the provisions of IC 5-22.

(2) The definitions in IC 5-22 shall apply herein unless the context clearly indicates otherwise. Below are some definitions found within this policy.

(i) **EQUIPMENT** shall mean any articles or physical resources needed by employees of Warrick County to equip them to perform their job requirements, such as implements, motorized vehicles and tools, and electronic and computerized devices.

(ii) **GOODS and MATERIALS** shall both mean any tangible item not otherwise equipment that are needed by employees of Warrick County to perform their job requirements.

(iii) **MBE** shall mean a minority business enterprise.

(iv) **WBE** shall mean a woman business enterprise.

(v) **PURCHASE** shall mean to buy, procure, rent, lease, or otherwise acquire. The term includes the following activities: description of requirements; solicitation or selection of sources; preparation; and award of contracts.

(vi) **PURCHASING AGENCY** shall mean a governmental body that is authorized to enter into contracts by this article, rules adopted under this article, or by another law. This shall mean the Warrick County Board of Commissioners.

(vii) **EMERGENCY** shall mean a situation, which threatens injury or death to any person, damage to property or disruption of governmental services.

(viii) **PURCHASING AGENT** shall mean the Warrick County Purchasing Department.

(ix) **SUPPLIES** shall include equipment, goods and materials.

(x) **SERVICES** shall mean the furnishing of labor, time, or effort by a person, not involving the delivery of specific supplies, other than printed documents or other items that are merely incidental to the required performance.

(xi) **SOLICITATION** shall mean the procedure by which Warrick County invites persons to submit an offer to enter into a contract with Warrick County for the purchase or sale

of supplies by Warrick County, including invitation for bids, a request for proposals and request for quotes.

(xii) **SPECIFICATIONS** shall mean a description of the physical characteristics, functional characteristics, or nature of materials, and may include a description of a requirement for inspecting, testing, or preparing materials for delivery.

(xiii) **POLICY** shall mean the Purchasing Agency's or Purchasing Agent's written statement of: (a) purchasing procedure; or (b) substantive purchasing purposes; that does not have the force and effect of law.

(xiv) **OFFER** shall mean a response to a solicitation.

(xv) **OFFEROR** shall mean a person that submits an offer.

qualifications and reputation and any other factors it wishes to consider. The Warrick County Board of Commissioners will select the quote it feels will best serve and be in the best interest of Warrick County.

(e) The Purchasing Agency may cancel an invitation to quote and may reject all bids for any reason. If there are no responsive or responsible offerors, the Purchasing Agent may purchase the items without further bidding under IC 5-22-10-10.

(2) Purchases equal to or more than Fifty Thousand Dollars ($50,000.00) and equal to or less than One Hundred Fifty Thousand Dollars ($150,000.00) [IC 5-22-8-3]:

(a) Purchases ranging from Fifty Thousand Dollars ($50,000.00) to One Hundred Fifty Thousand Dollars ($150,000.00) will be procured through an informal quote method. Quotes shall be solicited from at least three (3) suppliers known to deal in the lines or classes of supplies to be purchased. In conjunction with the quote, the Purchasing Agency may require a vendor to provide the following documentation: non-collusion affidavit; equal employment opportunity statement; form of proposal; E-verification documentation; and an acceptance and agreement of terms. The person obtaining the quotes shall record the item quoted, date, vendor, price and name of the person giving the quote. A bid register may be used to record such information. The information required above shall be attached to the requisition. The Purchasing Agent shall keep a copy of the requisition and attachments for no less than two (2) years.

(b) The Purchasing Agent shall mail an invitation to quote at least seven (7) days before the time fixed for receiving quotes [IC 5-22-8-3]. The lowest responsible and responsive offeror shall be awarded the contract for supplies. The Purchasing Agent may reject all quotes. If there are no responsive or responsible offerors, the Purchasing Agent may purchase the items without further bidding under IC 5-22-10-10.

(3) Purchases more than One Hundred Fifty Thousand Dollars ($150,000.00) [IC 5-22-7]:

(a) Formal competitive bidding is required.

(b) Legal Advertising is required. The notice shall be published two (2) times, at least one (1) week apart, with the second publication made at least seven (7) days before the date the bids will be opened [IC 5-3-1].

(c) Bids are to be opened at the Warrick County Board of Commissioners' meeting or at another authorized public forum.

(D) *Miscellaneous Provisions.*

(1) State bid:

Departments must refer to the State Bid List when applicable on all items exceeding One Thousand Dollars ($1,000.00). Purchases do not have to be made from the State Bid List if better pricing can be obtained or if the State does not offer the product needed.

(2) Supplies manufactured in the United States:

(a) Pursuant to IC 5-22-15-21, supplies manufactured in the United States shall be specified and purchased unless the Purchasing Agent determines that any of the following apply:

(i) The supplies are not manufactured in the United States in reasonable available quantities;

(ii) The price of the supplies manufactured in the United States exceeds by an unreasonable amount the price of available and comparable supplies manufactured outside the United States;

(iii) The quality of the supplies is substantially less than the quality of comparably priced available supplies manufactured outside the United States;

(iv) The purchase of supplies manufactured in the United States is not in the public's best interest; or

(v) The Purchasing Agent decides to cancel the solicitation for any reason.

(3) Faxed quotes, price checks, and bids:

(a) Faxed or E-MAILED offers may be considered for price checks or informal quotes. Fax or E-MAIL documents must contain all the requested forms and information set forth by the Purchasing Agent. The Offeror assumes the risk of malfunctioning equipment, or equipment which does not deliver the fax or E-MAIL for any reason. An Offeror shall follow-up the faxed or E-MAILED information by mailing an original document by United States mail on the same date, postage prepaid, as it is faxed or E-MAILED.

(4) All purchasing contracts furnished by the seller shall be submitted to the Warrick County Attorney for review prior to final approval by the Warrick County Board of Commissioners.

(5) Purchasing sources:

(a) The following sources should be contacted before all other sources for purchases of all supplies.

(i) Purchases from the Department of Correction [IC 5-22-11]: A Purchasing Agent shall purchase from the Department of Correction supplies as listed in the department's printed catalog unless the supplies cannot be furnished in a timely manner [IC 5-22-11-1-3]. Supplies and services purchased under this chapter must meet the specifications and needs of the Warrick County and be purchased at a fair market value [IC 5-22-11-2].

(ii) Purchases of rehabilitation center products [IC 5-22-12]: A Purchasing Agent shall comply with the provisions of IC 5-22-12 for purchases of supplies from the rehabilitation center established under IC 5-22-12-1-3. These provisions are the same as the above provisions cited for the Department of Correction.

(iii) Purchases from qualified nonprofit agencies for persons with severe disabilities [IC 5-22-13]: These provisions are the same as the above provisions cited for the Department of Correction.

(iv) Purchases from MBE and WBE vendors. It is the policy of Warrick County to utilize and give equal opportunity to MBE/WBE vendors. Discrimination against any MBE/WBE shall not be tolerated.

(E) *Services.* [IC 5-22-6]

(1) The Purchasing Agent may contract for services to be provided to a department head or office holder using any procedure deemed appropriate [IC 5-22-6-1]. Competitive bidding is not required unless mandated by state or federal law.

(2) Warrick County may advertise and/or solicit competitive quotes for any service at the discretion of the office holder or Purchasing Agent. All contracts for professional services costing One Thousand Five Hundred Dollars ($1,500.00) or more must be in written form and reviewed by the Warrick County Attorney before being brought to the Warrick County Board of Commissioners for approval. Under no circumstance is a Warrick County office holder or

(F) *Lease of Equipment.*

No lease for equipment shall be effective or signed by any office holder or department head without prior approval of the Warrick County Board of Commissioners.

(G) *Specifications of Supplies.* [IC 5-22-5]

(1) Specifications shall be required for every item over Twenty-Five Thousand Dollars ($25,000.00) to be procured hereunder. Specifications for items less than Twenty-Five Thousand Dollars ($25,000.00) may be satisfied by including on the requisition the make, model, serial number, name of the product or a detailed description of the service.

(2) The Purchasing Agency shall maintain an indexed file of specifications prepared by or under the authority of its Purchasing Agent [IC 5-22-5-4].

(3) The Purchasing Agent may proceed under IC 5-22-5-5 for request for specifications when the Purchasing Agent makes a written determination that the development of specifications by Warrick County is not possible, and the Warrick County Board of Commissioners approve the use of IC 5-22-5-5.

(4) All items to be procured shall be F.O.B. Boonville, Indiana, at the location designated in the specifications. Prices must include delivery. No additional monies will be paid for delivery.

(5) All insurance requirements shall be stated in the specifications in addition to whether time of delivery is a consideration of the award.

(6) Specifications must indicate whether the products are manufactured in the United States.

(7) The Specifications shall contain the minimum warranty period required.

(H) *Competitive Bidding – Solicitations.* [IC 5-22-7]

Invitation for bids, request for proposals, and request for quotes.

(1) A solicitation may provide that offers will be received and contracts awarded separately for any combination of lines or classes of supplies.

(2) A solicitation may provide that the Purchasing Agency will award a contract for supplies for an unspecified or estimated number of items at a fixed price per unit and that the contract may contain a formula or method for the escalation of the unit price.

(3) Price. No Offeror or bidder shall be allowed to alter or change his/her quote or bid prior to award to the lowest responsible and responsive bidder. After the award, the lowest responsible and responsive bidder may negotiate terms and conditions, except the bid price, more favorable to Warrick County [IC 5-22-7-11].

(4) Prohibited additions. The Purchasing Agent may not accept additions to the contract that are prejudicial to Warrick County or fair competition [IC 5-22-7-13].

(5) Approved equals. If the specifications so provide, a bidder or quoter may submit a request for an approved equal before the deadline for approved equal submittal as stated in the specifications.

(6) Discrepancies. If there are errors in the bid or quote, the written words shall control over numbers. Errors may be corrected by the Offeror as long the Purchasing Agent determines that such errors were unintentional, do not affect fair competition, and are corrected to the advantage of Warrick County. Unit prices shall prevail over extended prices.

(7) Confidentiality. Offerors may request that certain confidential financial information or proprietary information be kept confidential. The product bid and the price shall in all events be subject to the open record law. If such confidentiality is brought into question in any Court or agency, the Offeror shall defend, indemnify and hold harmless Warrick County in any such proceeding if requested by the Warrick County Attorney and the Purchasing Agent.

(8) Withdrawal of Offers. An Offeror may withdraw his Offer at any time prior to the opening of the Offer. After an Offer is opened at the date and time specified, the Offer may be withdrawn only upon the consent of the Purchasing Agent. The following criteria shall be used to determine whether the Offeror should be allowed to withdraw its offer:

(a) Financial hardship on the Offeror if it is not withdrawn;

(b) Financial hardship on Warrick County if withdrawn;

(c) Availability of the product from another Offeror; and

(d) What is the best interest of Warrick County.

(9) Bid documents. The specifications shall state the documents to be submitted with the Offer. The Purchasing Agent may not allow the Offeror to submit a bid bond or certified check after the Offers are open. Other documents may be supplemented or submitted if the omission is unintentional, does not affect the price, does not substantially affect the fairness in the bidding process and is approved by the Purchasing Agent.

(10) Cancellation or rejection [IC 5-22-18-2]. The Purchasing Agent may cancel a solicitation or reject all offers, in whole or in part, if the Purchasing Agent determines it is in the

best interest(s) of Warrick County. The reason for cancellation or rejection of all offers must be a part of the contract file. Warrick County may temporarily discontinue services, stop work or alter the scope of services required.

(11) Non-collusion form. The Offeror must file an affirmation form pursuant to IC 5-22-16-6.

(12) Offers opened after time stated in solicitation [IC 5-22-18-3]. Offers may be opened after the time stated in the solicitation if both of the following apply:

(a) The Purchasing Agency makes a written determination that it is in the best interest of Warrick County to delay the opening; and

(b) The day, time and place of the rescheduled opening are announced at the date, time and place of the originally scheduled opening.

(13) Solicitation not required (non-profit agency) [IC 5-22-13-2]. A Purchasing Agent may purchase supplies and services without advertising or calling for bids from a "qualified" non-profit agency for persons with severe disabilities unless the supplies cannot be furnished in a timely manner.

(14) Invitation for Bids. [IC 5-22-7-2]

(a) An invitation for bids must include:

(i) A purchase description describing the supplies or services to be purchased. This includes specifications attached to, or made a part of, the solicitation.

(ii) All contractual terms and conditions.

(iii) A statement of the evaluation criteria that will be used, including any of the following: inspection; testing; quality; workmanship; delivery; and suitability for a particular purpose.

(iv) Time, date and place for opening bids.

(v) Whether or not a certified check, bond, or other evidence of financial responsibility is required. A Purchasing Agent may provide that a certified check, bond or other evidence of financial responsibility is required to be submitted with the Offer. If faxing is permitted, it shall be sufficient if a copy of such check, bond or evidence of financial responsibility is included in the fax and the original is placed in the United States mail, postage prepaid, addressed to the Purchasing Agent before the date Offers are to be opened. Checks, bonds and other evidence

of financial responsibility shall be required only when required by the invitation for bids at the discretion of the Purchasing Agent.

(vi) A statement concerning the conditions under which a bid may be canceled or rejected in whole or in part as specified in IC 5-22-8-2.

(b) Maintenance of bid information. [IC 5-22-7-9]. The Purchasing Agency shall maintain the following information:

(i) The name of each bidder;

(ii) Amount of each bid; and

(iii) Other information required by state law.

All information is subject to public inspection after each contract award [IC 5-22-7-9].

(c) Acceptance and evaluation of bids. [IC 5-22-7-7].

(i) Bids must be unconditionally accepted without alteration or correction, except as provided in IC 5-22-7-11 through IC 5-22-7-13 and evaluated based on the requirements provided in the invitation for bids [IC 5-22-7-7].

(ii) A Purchasing Agency may not permit changes in bid prices or other provisions of bids prejudicial to the interest of Warrick County or fair competition after bid opening [IC 5-22-7-11].

(iii) If a bidder inserts contract terms or bids on items not specified in the invitation for bids, the Purchasing Agent, pursuant to IC 5-22-7-12, shall treat the additional material as a proposal for addition to the contract and may do any of the following:

(A) Declare the bidder non-responsive.

(B) Permit the bidder to withdraw the proposed additions to the contract in order to meet the requirements and criteria provided in the invitation for bids.

(C) Accept the proposed additions to the contract, subject to IC 5-22-7-13.

(D) Contract additions may not be accepted if they are prejudicial to the interest of Warrick County or fair competition [IC 5-22-7-3].

(d) A contract must be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder [IC 5-22-7-8].

(e) Except as provided in rule or policy, a Purchasing Agency must make a written decision to permit the correction or withdrawal of a bid or cancel awards or contracts based on bid mistakes [IC 5-22-7-10].

(15) Request for Proposals. [IC 5-22-9].

(a) When a Purchasing Agent makes a written determination that the use of competitive sealed bidding is either not practicable or not advantageous to Warrick County, the Purchasing Agent may award a contract using the request for proposal process under IC 5-22-9.

(b) The Purchasing Agency shall give public notice of the request for proposals in the manner required by IC 5-3-1.

(c) Request for proposals must include the following:

(i) The factors or criteria that will be used in evaluation. The only factors that may be used in the evaluation of proposals are those specified in the request for proposals [IC 5-22-9-10].

(ii) A statement concerning the relative importance of price and the other evaluation factors.

(iii) A statement concerning whether the proposal must be accompanied by a certified check or other evidence of financial responsibility.

(iv) A statement concerning whether discussions may be conducted with responsible Offerors, who submit proposals determined to be reasonably susceptible of being selected for award [IC 5-22-9-6]

(v) All other evaluation criteria.

(d) An award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the Warrick County, taking into consideration price and the other evaluation factors set forth in the request for proposals [IC 5-22-9-7].

(e) If provided in the request for proposals, award may be made to more than one (1) Offeror whose proposals are determined in writing to be advantageous to Warrick County, taking into consideration price and other evaluation factors set forth in the request for proposals [IC 5-22-9-7].

(I) *Special Purchases*. [IC 5-22-10]

(1) Special Purchases must be made with competition as is practicable under the circumstances. The Warrick County Attorney shall be consulted prior to bringing a special purchase request to the Warrick County Board of Commissioners. A Purchasing Agent may make a purchase without soliciting bids or proposals as follows:

(a) Emergencies [IC 5-22-10-4]. A Purchasing Agent may make a special purchase when there exists, under emergency conditions, a threat to the public health, welfare or safety.

(b) Substantial savings [IC 5-22-10-5]. A Purchasing Agent may make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings.

(c) Auction [IC 5-22-10-6]. A Purchasing Agent may make a special purchase at an auction.

(d) Data processing contracts or license agreements [IC 5-22-10-7]. A Purchasing Agent may make a special purchase of data processing contracts or licensing agreements for:

(i) software programs, or

(ii) supplies or services, when only One (1) source meets the using agency's reasonable requirements.

(e) Compatibility of equipment, accessories or replacement parts [IC 5-22-10-8]. A Purchasing Agent may make a special purchase when:

(i) the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase; and

(ii) only one (1) source meets the using agency's reasonable requirements.

(f) Other situations. The Purchasing Agent may make a special purchase under the following:

(i) Threatened impairment of functioning of a Warrick County Department [IC 5-22-10-9].

(ii) Failure to receive a responsive offer through approved purchasing methods [IC 5-22-10-10].

(iii) For the evaluation of supplies or a system containing supplies. This would be to obtain functional information or comparative data [IC 5-22-10-11].

(iv) When the market structure is based on price but Warrick County is able to receive a dollar or percentage discount of the established price [IC 5-22-10-12].

(v) Single or sole source supply [IC 5-22-10-13]. A Purchasing Agent must determine in writing that there is only one (1) source for the supply.

(vi) Price equal to or less than Federal Supply Services established by the Federal General Services Administration [IC 5-22-10-14].

(vii) Purchase is made from a person who has a contract with a Federal Agency or State Agency and the person's contract with the Federal Agency or State Agency requires the person to make the supplies available to the state or political subdivisions [IC 5-22-10-15].

(viii) Transfer of supplies from Federal Government under [IC 5-22-10-16].

(ix) By accepting a gift [IC 5-22-10-17].

(g) Contract files. A Purchasing Agent shall maintain the contract records for a special purchase in a separate file for a minimum of Five (5) years. The file must include a written determination of the basis for the special purchase and the selection of a particular contractor. These records are subject to annual audit by the State Board of Accounts [IC 5-22-10-3].

(J) *Contracts.* [IC 5-22-17]

(1) This Section does not apply to a discounted contractual arrangement for services or supplies funded through a designated leasing entity.

(2) A contract for supplies may be entered into for a period not to exceed Four (4) years.

(3) The contract must specify that payment and performance obligations are subject to the appropriation and availability of funds.

(4) Subject to limitations found in IC 5-22-17-4, a contract may be renewed any number of times, for terms not longer than the original contract, so long as the contract does not contain any provisions for escalation of the price.

(5) Petroleum products. Pursuant to IC 5-22-17-10, a Purchasing Agent may award a contract for petroleum product to the lowest responsible and responsive offeror or all responsive

and responsible Offerors. Contracts entered into under this Section may allow for the escalation or de-escalation of price.

(6) A cost plus a percentage of cost contracts are prohibited [IC 5-22-17-1].

(7) A cost reimbursement contract is allowed if the Purchasing Agent determines in writing that the contract is likely to be less costly than any other contract type or it is impracticable to obtain the supplies required except under such a contract [IC 5-22-17-2].

(8) Late performance clauses are encouraged in all appropriate situations so as to protect Warrick County's interest. Notice of inclusion of this contract provision must be stated in the solicitation [IC 5-22-17-6].

(K) *Warrick County Department Responsibilities.*

(1) It is the responsibility of each elected office holder and/or department head to ensure full compliance with purchasing policies and procedures.

(a) Each office holder or department head shall:

(i) Utilize the Purchasing Agent for all purchases of equipment, goods, materials and services for Warrick County offices and departments;

(ii) Plan purchasing needs on the basis of time and quantity to enhance cost savings;

(iii) Verify that sufficient funds are budgeted or make arrangements for funding prior to initiating a purchase request; and

(iv) Be available to participate in evaluating bids and request for proposals when submitted by prospective bidders.

(L) *Role of the Warrick County Purchasing Department.*

The Warrick County Purchasing Department will facilitate efficient and legal purchasing practices within Warrick County. The Warrick County Purchasing Department will ensure that the purchasing policy and procedures of Warrick County are followed in the procurement of equipment, goods, materials and services and administers an effective program that encourages free and open competition and bidding.

(M) *Appendix A: Bid Register.*

WARRICK COUNTY PURCHASING DEPARTMENT
BID REGISTER

Item Bid: _____

Department: _____

Request Sent or Given:

NAME	ADDRESS	CONTACT	PHONE NO.

Bids and Bonds Received:

NAME	AMOUNT	CASHIERS CHECK	BID DEPOSIT BOND	PERFORMANCE BOND	PAYMENT BOND	RETAINAGE

The above establishment of a purchasing policy for the procurement of equipment, goods, materials, and services is passed, adopted and put into effect by the Warrick County Board of Commissioners this 10th day of October, 2017.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Marlin Weisheit, President

Dan Saylor, Vice President

Robert H. Johnson, Jr., Member

Commissioners' Ordinance 2017-26

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

Warrick County Claims for Payment

ALPHA LASER SERVICES	$	582.35
AMERICAN LEGAL PUBLISHING CORP	$	495.00
APPLIED LAND SOLUTIONS	$	2,996.25
AT&T	$	87.36
B & B MOWING LLC	$	1,825.00
BALLER STOKES & LIDE	$	5,531.25
BJ FARRELL	$	200.00
BOONVILLE NATURAL GAS CORP.	$	515.31
BOONVILLE UTILITIES	$	8,269.66
BOSE MCKINNEY & EVANS, LLP	$	2,204.00
BOWIE INTERNATIONAL LLC	$	17,005.00
BRAND ACCELERATION	$	400.00
BRETT W KRUSE	$	246.42
BRYAN D FLOWERS	$	1,800.00
CHANDLER UTILITIES	$	194.02
CIOX HEALTH	$	24.73
CLERK - WARRICK COUNTY SUPERIOR COURT	$	62.50
CLERK-TREASURER--BOONVILLE	$	145,517.58
CLERK-TREASURER--CHANDLER	$	24,159.75
CLERK-TREASURER--ELBERFELD	$	5,065.50
CLERK-TREASURER--LYNNVILLE	$	4,034.42
CLERK-TREASURER--NEWBURGH	$	28,416.92
CLERK-TREASURER--TENNYSON	$	1,444.92
CORRISOFT, LLC	$	226.60
TEAMSTERS LOCAL #215	$	2.00
DAVID HEAL	$	95.48
DEBBIE DRAKE	$	141.03
DEBORAH K STEVENS	$	200.00
DECKER, JAKE EDWARD	$	27.00
DELTA PROPERTIES LLC	$	2,409.00
DIANE ALEXANDER	$	1,372.68
DIVISION OF CHILD SUPPORT	$	104.00
DUKE ENERGY	$	153.55
FIDLAR TECHNOLOGIES INC	$	1,000.00
FINE & HATFIELD, PC	$	6,288.00
FIRST BANKCARD	$	1,056.97
FLOWERS, GREGORY W	$	274.89
GREG A GRANGER	$	275.13
HARSHAW TRANE SERVICE INC.	$	378.25
INDIANA AMERICAN WATER	$	65.50
INDIANA ASSOC OF CO COMMISSIONERS	$	205.00

INDIANA DEPARTMENT OF REVENUE	$	30.86
INDIANA OFFICE OF TECHNOLOGY	$	104.57
JACY L GOWEN	$	669.30
JILL M ROBINSON	$	400.00
JOHNSON, MEAGAN	$	2,400.00
JSK ASSOCIATES INC	$	3,420.00
JWSJ, LLLP	$	64,297.76
KATHY MANNING	$	220.88
KATIE GENTRY	$	599.78
KELLER SHROEDER	$	610.50
LAW OFFICE OF JONATHAN M YOUNG	$	1,392.00
LEVI J. BURKETT	$	148.72
LIDDLE, MATTHEW	$	250.00
MARTIN & MARTIN, INC.	$	5,312.50
MATTHEW BENDER & CO INC	$	199.26
MEDICAL BENEFITS ADMINISTRATORS, INC.	$	50,633.79
MELODY NELSON	$	76.00
METZGER CONSTRUCTION CO INC.	$	97,678.26
MORRIE DOLL	$	3,512.50
MOUNTS ELECTRIC INC.	$	282.68
MULZER CRUSHED STONE, INC.	$	7,097.69
NEIKIRK ENGINEERING, LLC	$	3,500.00
NOMAD TECHNOLOGY GROUP	$	2,252.53
OFFICE DEPOT, INCORPORATED	$	61.15
PAT BROOKS	$	224.75
PERSINGER - PHILLIPS, AUDREY	$	46.04
PIKE GIBSON WATER, INC	$	25.29
PSC	$	157.27
RAUSCHER, ERIC $ JANE	$	47.50
RENEWABLE RESOURCES	$	110.00
ROBERT R AYLSWORTH JUDGE	$	183.76
ROBIN GREENLEE (CDFC)	$	405.00
RQAW CORPORATION	$	1,600.00
SATELLITE TRACKING OF PEOPLE LLC	$	1,599.75
SCHENK SOD FARM	$	10,114.80
SCOTTSDALE INSURANCE CO	$	337.50
SHERRY SMITH	$	885.42
SPENCER COUNTY CLERK	$	30.00
SQUEAKY CLEAN	$	15.00
STAHL, JEFFREY	$	50.00
STAPLES	$	22.99
STAPLES CREDIT PLAN	$	1,241.70
STEVE BYERS	$	50.00
STEVEN BYERS	$	50.00

STOLL KEENON OGDEN PLLC	$	6,088.20
SW INDIANA REGYTH VILLAGE	$	9,392.00
T&G TERMITE/PEST CONTROL, INC.	$	95.00
TEAMSTERS LOCAL # 215	$	615.00
THE LANG COMPANY	$	47.68
THE TOWN OF NEWBURGH	$	146.14
THOMSON REUTERS	$	3,023.00
TIME WARNER CABLE	$	616.05
TRACTOR SUPPLY CO	$	37.97
U.S. BANK	$	485.30
UNIFIRST CORPORATION	$	337.33
VALLAD, KYLE	$	40.40
VAN AUSDALL AND FARRAR	$	55.80
VECTREN ENERGY DELIVERY	$	2,033.96
VERIZON WIRELESS	$	1,290.45
VERL WHITE	$	50.00
WABASH VALLEY SERVICE CO	$	2,120.77
WARREN MATHIES	$	885.42
WARRICK CO. SOLID WASTE MGMT DISTRICT	$	833.20
WARRICK COUNTY TREASURER	$	625,745.74
WARRICK PUBLISHING CO	$	47.75
WARRICK SOLID WASTE MGT DIST	$	189.60
WEINZAPFEL, PAUL	$	100.00
WINSETT, ZACH	$	184.43
WOWI BUSINESS	$	3,944.51
WRISTON, GENE	$	3.75
XEROGRAPHIC BUSINESS SYSTEM	$	50.02
B-HIVE PRINTING	$	59.00
BRADLEY, MATTHEW	$	100.00
BUSINESS EQUIPMENT	$	15.00
CIOX HEALTH	$	31.06
CORRISOFT, LLC	$	225.80
DAVID THOMAS	$	1,308.40
DAVID WOOLEN	$	19.95
FERGUSON, KELLY	$	145.20
FIRST BANKCARD	$	819.06
FUHS, JENNIFER	$	200.00
GALLS, LLC	$	249.76
GRIFFIN NANCE	$	50.00
HOOSIER BUSINESS MACHINES INC.	$	125.81
HOUSTON LANDSCAPING	$	660.00
HYATT REGENCY INDIANAPOLIS	$	1,102.00
IACCAC FALL TRAINING INSTITUTE	$	750.00
JOSEPH SCHITTER	$	50.00

LESTER ABBOTT	$	60.00
LYNCH, SHAUNDA	$	892.50
MATTHEW BENDER & CO INC	$	3,456.18
MOUNTAIN VALLEY OF EVANSVILLE	$	28.25
MOUNTS ELECTRIC INC.	$	735.84
MULZER CRUSHED STONE, INC.	$	9,702.33
MYRON CORP	$	348.89
O'RISKY EXCAVATING	$	58,712.37
OFFICE DEPOT, INCORPORATED	$	52.48
PARENTING TIME CENTER	$	18.25
QUALITY CORRECTIONAL CARE, LLC	$	13,973.33
RAYMOND KLOECK	$	100.00
REDWOOD TOXICOLOGY LABS	$	770.00
SMITH, CORY D	$	26.52
SRI INC	$	1,350.00
THE CHANGE COMPANIES	$	77.50
THOMSON REUTERS	$	882.88
TRACTOR SUPPLY CO	$	115.97
TREASURER STATE OF INDIANA	$	23,167.00
U.S. BANK	$	174.81
UNIFIRST CORPORATION	$	62.49
WABASH VALLEY SERVICE CO	$	8,349.85
WARRICK COUNTY TREASURER	$	1,489.51
WEX BANK	$	384.08
WILSON, MIKE	$	50.00
5 STAR SECURITY SYSTEMS	$	21,699.50
ACKERMAN OIL CO INC	$	808.10
AIGNER HARDWARE	$	1,747.95
AIRGAS USA, LLC	$	403.05
ALEXANDER NEWBURGH CHAPEL	$	100.00
ALPHAGRAPHICS	$	79.20
ARCHITECTURAL SALES, INC.	$	139.00
AWARD WORLD	$	18.00
B-HIVE PRINTING	$	67.75
BEST ONE TIRE & SERVICE	$	3,822.52
BEST ONE TIRE & SERVICE	$	413.36
BOONE FUNERAL HOME	$	100.00
BOONVILLE LAWN AND GARDEN INC.	$	132.27
BRIAN'S CONCRETE SUPPLIES	$	23.00
BRITE	$	295.00
BROWNING FUNERAL HOME	$	100.00
BUMPER TO BUMPER / BTB CHANDLER	$	8.84
CHIEF SUPPLY CORP	$	72.00
COMPLETELY WIRED	$	250.00

DEPARTMENT HOMELAND SECURITY	$	43.00
DIAMOND MEDICAL SUPPLY	$	24.75
EMERGENCY PROF OF INDIANA PC	$	106.30
EROSION RESOURCES & SUPPLY	$	150.00
ERS WIRELESS COMMUNICATIONS	$	136.50
EVAPAR	$	525.98
EVIDENT, INC.	$	204.00
FERGUSON ENTERPRISES INC #1480	$	97.08
FORTERRA PIPE & PRECAST-MIDWEST REG US	$	2,875.20
GARCIA LAB	$	15.00
GEM CHEMICAL COMPANY, INC.	$	567.13
HAMLIN EQUIPMENT RENTAL	$	97.00
HILL MANUFACTURING CO, INC	$	154.50
HUTSON, INC.	$	84.29
J & J SUPPLY, INC.	$	7,480.53
KENWAY DISTRIBUTORS INC	$	220.00
KEVIN SCOTT SR/S&S TREEMASTERS	$	1,900.00
KIESLER'S POLICE SUPPLY INC	$	1,097.10
LAW CHEVROLET BUICK PONTIAC	$	2,862.53
LEWIS BROS BAKERIES, INC	$	140.66
MCKESSON MEDICAL-SURGICAL INC.	$	274.98
MENARDS	$	29.60
MEUTH CONSTRUCTION	$	1,737.50
NICHOLS ELECTRIC SUPPLY	$	101.52
NIX SANITARY SERVICE	$	140.00
OFFICE DEPOT, INCORPORATED	$	436.47
PC QUEST	$	200.00
PIRANHA SHREDDING/RECYCLING INC.	$	45.00
PLUMBERS SUPPLY CO INC	$	129.54
PTS OF AMERICA, LLC	$	1,165.00
QUILL CORPORATION	$	373.93
RUXER TRUCK CENTER	$	181.77
SCHALCO CONSTRUCTION & GARAGE DOORS	$	125.00
SENTINEL OFFENDER SERVICES LLC	$	281.10
SOUTHEASTERN EQUIPMENT CO.,INC	$	285.08
SOUTHERN IN IMAGING CONSULTING	$	127.80
SOUTHWEST INDIANA PATHOLOGISTS LLC	$	26.16
ST MARY'S WARRICK EMS	$	433.02
ST. MARY'S WARRICK HOSPITAL	$	519.40
ST. VINCENT OCCUPATIONAL	$	40.00
STERNBERG INTERNATIONAL INC	$	62.44
THE HOME CITY ICE COMPANY	$	63.00
TOTAL COURT SERVICES	$	248.50
TRANE SUPPLY	$	802.00

TRI-STATE LIGHTING & SUPPLY CO INC	$	235.21
TRIO VISION, LLC	$	269.41
VISION GREEN	$	210.00
WABASH VALLEY SERVICE CO	$	5,560.71
WARRICK AUTOMOTIVE SUPPLY	$	610.89
WARRICK CO. SOLID WASTE MGMT DISTRICT	$	15.00
WARRICK PUBLISHING CO	$	62.61
Grand Total:	$	1,381,105.37

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 23rd, 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: $1,381,105.37 Dated this 23rd 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

Beth W. Harris .558

PC Quest $ 45.00

Grand Total: $ 45.00

50.58

Marlin Weisheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

VOUCHER NO._____ WARRANT NO._____

Microsoft
PO Box 842103
Dallas, TX 75284-2103

$ 1,152.00

ON ACCOUNT OF APPROPRIATION
FOR

FUND 2504

COST DISTRIBUTION LEDGER CLASSIFICATION
IF CLAIM PAID MOTOR VEHICLE HIGHWAY FUND

Acct. No.	Account Title	Amount
2504	000-4314.00	$1,152.00

ALLOWED October 23 20 17
IN THE SUM OF $ 1,152.00
x Mark Weisheit
x Dan Saylor
x Robert Johnson
Board of County Commissioners

VOUCHER NO._____ WARRANT NO._____

WeTip, Inc.
P.O. Box 1296
Rancho Cucamonga, CA 91729

$ 1,000.00

ON ACCOUNT OF APPROPRIATION
FOR

Fund 2504

COST DISTRIBUTION LEDGER CLASSIFICATION
IF CLAIM PAID MOTOR VEHICLE HIGHWAY FUND

Acct. No.	Account Title	Amount
2504	000-4314.00	$1,000.00

ALLOWED October 23 20 17
IN THE SUM OF $ 1,000.00
x Mark Weisheit
x Dan Saylor
x Robert Johnson
Board of County Commissioners

LOCHMUELLER GROUP
6200 Vogel Road, Evansville, Indiana 47715 • 812.479.6200

October 19, 2017

Warrick County Commissioners
107 W. Locust Street
Boonville, Indiana 47601

RE: Federal Aid Application Assistance
Lochmueller Project No: 117-0115-0HY

Dear Commissioners:

Lochmueller Group, Inc. is pleased to provide our proposal to assist the Warrick County Commissioners in preparing the INDOT funding application for the replacement of Warrick County Bridge 310 which carries Myers Road over Caney Creek, which is a "Select" (historic) bridge. The services to be provided include the development of estimates of project costs including construction, design, right-of-way engineering and acquisition, utility coordination and relocations, and construction inspection.

Lochmueller shall provide these services for a lump sum fee of $250.00.

In addition, at the request of the County, Lochmueller shall participate in the INDOT project review process at the INDOT Vincennes District Office. Lochmueller shall provide this services for an additional fee of $250.00 if authorized to do so in writing by the County.

If you are in agreement with the stated services and the compensation thereof, please sign both copies of this agreement and return one copy to our office for our records.

Sincerely,

LOCHMUELLER GROUP, INC.

MATTHEW E. WANNEMUEHER
VICE PRESIDENT/CHIEF ADMINISTRATIVE OFFICER

October 19, 2017
DATE

Acceptance of Proposal

WARRICK COUNTY COMMISSIONERS

DAN SAYLOR
DISTRICT 1

MARLIN WEISHEIT
DISTRICT 2

ROBERT JOHNSON
DISTRICT 3

10/23/17
DATE

First AMENDMENT TO
STERICYCLE SERVICE AGREEMENT
BETWEEN
STERICYCLE, INC.
AND
Warrick County Health Department CSN#2088338-001.

This amendment ("Amendment") is effective **10/1/2017** (the "Amendment Effective Date") and amends that certain Stericycle Service Agreement effective as of **10/1/2016**, between **Warrick County Health Department** and Stericycle, Inc. (the "Agreement").

WHEREAS, the parties desire to amend the Agreement and to clarify certain provisions of the Agreement:

NOW, THEREFORE, the parties agree as follows:

1. Capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement.

2. The parties agree to make the following changes to the Agreement referenced above:

a) **Budget Monthly Fee: $20.14; 4 Stops x 12. RMW Containers Per Year; Additional Stop Charge: $75.00; Additional Container Fee: RMW= current container rate plus 10%.**

3. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Amendment, the terms and conditions set forth in this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

STERICYCLE, INC.	**Warrick County Health Dept CSN#2088338-001**
By: _____	By: Marlin Weisheit
Name: _____	Name: Marlin Weisheit
Title: _____	Title: President, Warrick County Commissioners
Date: _____	Date: 10/23/2017

Stericycle
Protecting People. Reducing Risk.

Addendum effective 10/1/2017 to the Stericycle Service Agreement made effective 10/1/2016 between **Stericycle, Inc.** and Warrick County Health Department.

The following terms and conditions listed in this Addendum will control over any different or contrary statement contained elsewhere in the Agreement.

Adding to Page 1 of the Agreement:
During the Original Term of the Agreement, Stericycle will not increase the Monthly Service Fee by more than 5% annually.

Date: _____

Stericycle, Inc.	Customer
_____ Signature	Esigned below Signature
_____ Printed Name	Marlin Weisheit Printed Name
_____ Title	President Warrick County Commissioners Title

Signature: Marlin Weisheit (Marlin Weisheit Oct 24, 2017)
Email: roger@warrickcounty.gov

Signature: Christopher Culp (Christopher Culp Oct 24, 2017)
Email: cculp@stericycle.com

Warrick County Health Departme_10/17/2017
Adobe Sign Document History 10/24/2017

Created:	10/17/2017
By:	Christopher Culp (cculp@stericycle.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbOlbpCOeNece4T0hrzgP9rRpqseSRhGl

"Warrick County Health Departme_10/17/2017" History

- Document created by Christopher Culp (cculp@stericycle.com)
  10/17/2017 - 12:17:39 PM CDT- IP address: 13.108.254.8
- Document emailed to nursing@warrickcounty.gov for signature
  10/17/2017 - 12:17:44 PM CDT
- Document viewed by nursing@warrickcounty.gov
  10/17/2017 - 12:50:53 PM CDT- IP address: 96.27.225.50
- Document signing delegated to Marlin Weisheit (roger@warrickcounty.gov) by nursing@warrickcounty.gov
  10/17/2017 - 2:33:54 PM CDT- IP address: 96.27.225.50
- Document emailed to Marlin Weisheit (roger@warrickcounty.gov) for signature
  10/17/2017 - 2:33:54 PM CDT
- Document viewed by Marlin Weisheit (roger@warrickcounty.gov)
  10/17/2017 - 2:54:54 PM CDT- IP address: 96.27.225.50
- Document viewed by Marlin Weisheit (roger@warrickcounty.gov)
  10/24/2017 - 2:17:38 PM CDT- IP address: 96.27.225.50
- Document e-signed by Marlin Weisheit (roger@warrickcounty.gov)
  Signature Date: 10/24/2017 - 2:19:01 PM CDT - Time Source: server- IP address: 96.27.225.50
- Document emailed to Christopher Culp (cculp@stericycle.com) for signature
  10/24/2017 - 2:19:02 PM CDT
- Document viewed by Christopher Culp (cculp@stericycle.com)
  10/24/2017 - 2:23:13 PM CDT- IP address: 108.171.131.187

Adobe Sign

- 35 - Warrick County Board of Commissioners Meeting Minutes October 23, 2017

Document e-signed by Christopher Culp (cculp@sterlcycle.com)
Signature Date: 10/24/2017 - 2:23:31 PM CDT - Time Source: server- IP address: 108.171.131.187

Signed document emailed to Christopher Culp (cculp@sterlcycle.com), Marlin Weisheit (roger@warrickcounty.gov) and nursing@warrickcounty.gov
10/24/2017 - 2:23:31 PM CDT

Adobe Sign

ESG ENERGY SYSTEMS GROUP
Building Performance with Energy

Performance Based Contract
Project Development Agreement

Warrick County, Indiana Between AND **Energy Systems Group, LLC**

The purpose of this Project Development ("PDA"), effective the last date signed on this agreement, is to confirm the intent of Energy Systems Group, LLC ("ESG") and the Warrick County, Indiana ("County") (individually, generally, a "Party," and collectively, the "Parties") to develop a Performance Based Guaranteed Savings Contract (or "Contract") that will subsequently allow the County to implement conservation measures identified by Indiana Code § 36-1-12.5-1, which may include, but are not necessarily limited to energy, water consumption, and operational savings measures, as well as billable revenue enhancements, through various infrastructure, equipment, and systems technology upgrades, retrofits and replacements (generally, the "Improvement Measures"). This PDA follows the County's October 23, 2017 selection of ESG to perform work and services pursuant to Indiana Code § 36-1-12.5, et seq., in accordance with ESG's October 16, 2017 Response to Warrick County Request for Proposal for Qualifications for Performance-Based Performance Contracting Services (or, the response to the "RFP").

This PDA will provide the basis of the scope of the Parties, the financial metrics to be met, the intended outcomes and final contract implementation timeline. ESG is willing to perform its obligations under this PDA at the risk of not earning a fee if the DEE, defined below, does not produce and demonstrate a "Financially Feasible Project" as defined herein. In exchange, the County commits to negotiate in good faith towards the implementation of a financially feasible project and execution of a Contract.

ESG and County agree as follows:

1. Detailed Engineering Evaluation (DEE)
ESG agrees to undertake and prepare a Detailed Engineering Evaluation ("DEE") of potential cost reducing strategies in the form of a proposed project scope, including operational efficiencies, and equipment efficiency improvement strategies to the County's facilities and/or infrastructure. The County agrees to cooperate with ESG in its preparation and performance of the DEE. ESG will provide to the County a Contract that may include, but is not necessarily limited to, recommendations regarding the following Improvement Measures:

   A. Electrical Improvements
   B. Lighting Improvements
   C. HVAC Improvements
   D. Controls Improvements
   E. Water Improvements
   F. Building Interior Improvements
   G. Building Exterior Improvements
   H. Windows and Other Building Envelop Conservation Measures
   I. Phone/IT Improvements

2. Preparation of Performance Based Contract
The Parties intend to negotiate a Contract under which ESG will design, install, and implement cost reducing strategies and identified energy conservation measures that will adhere to performance standards as agreed upon by both Parties. The terms and provisions of such Contract will be set forth in a separate document. ESG will prepare and submit to the County a Contract to implement the Improvement Measures identified as a result of ESG's DEE. This Contract shall be drafted by ESG, subject to the County's approval, and will include, but will not be limited to, the following components:

   - Terms and Conditions, a template will be provided for review during the development process
   - Exhibit A – Scope of Work
   - Exhibit B – Performance Guarantee
   - Exhibit C – Support Service Annual Agreement
   - Appendix

3. Financial and Utility Data Collection
Before the DEE is completed and a Contract is supplied, the County will furnish to ESG accurate and complete energy usage and/or consumption data. This data may include, but is not necessarily limited to, at a minimum:

   - Electric Bills (already acquired);
   - Gas Bills (already acquired);
   - Water Bills (already acquired);
   - Phone Bills (already acquired);
   - Facility Operations Bills (already acquired);
   - Internet and Network related bills;
   - Utility provider agreements, if applicable;
   - Anticipated facility expansion plans, if any;
   - Copies of facility asbestos surveys, if any; and
   - Bills of other budgeted items that, if performed, would impact the facilities' energy or operational spending or the project's anticipated implementation timeline.

4. Price and Payment Terms
It is the intent of the County to enter into good faith negotiations to execute a Contract for the implementation of a Financially Feasible Project. A "Financially Feasible Project," for purposes of this PDA, exists when ESG's DEE results in projected cost reductions that offset the price of the Contract over the course of, at most, twenty (20) years. Cost reductions include, but are not limited to energy cost avoidance, increased billable revenues, utility cost avoidance, negotiated utility rate reductions, operating and maintenance cost avoidance, and/or capital cost avoidance.

County has no obligation to pay the PDA Fee if one of the two (2) conditions listed below are met:

   A. Execution of a Contract. The Parties agree to enter into a Contract within thirty (30) calendar days after the Parties have approved the final terms of the Contract..

   B. Failure to Develop a Financially Feasible Project. The DEE does not result in a Financially Feasible Project.

If a Contract is executed, the Parties agree that any and all obligations under this PDA will be fulfilled and satisfied and that this PDA will be superseded by the Contract in its entirety. Further, in such event, the DEE will be incorporated into the services and work provided by ESG pursuant to the Contract and the PDA Fee will be included within the total cost of the Contract, subject to any payment terms outlined therein.

Notwithstanding the above, if a Contract for construction of a Financially Feasible Project is not executed within ninety (90) calendar days of County's receipt of the Contract, then County agrees to compensate ESG for its efforts by paying ESG the lump sum fee of $32,500 (the "PDA Fee").

ESG's performance under this PDA is not contingent upon County's creditworthiness or ability to qualify or obtain financing required for its execution of a Contract. If County is not able to obtain financing for the Contract, for any reason, ESG will nonetheless be entitled to receive the PDA Fee identified in this Section for the DEE and related project development activities.

5. Contract Implementation and Timeline
The County has reviewed the qualifications of ESG in detail and has selected ESG to perform performance contracting services, namely, the DEE following its RFP.

The County agrees to work in good faith with ESG during its development of the DEE but that it is County's ultimate decision to accept or reject a final Contract. The County will provide ESG with access to its facilities during normal working hours for the purpose of gathering information required for the DEE and will cooperate with ESG by providing timely, complete, accurate, and pertinent information as requested.

ESG acknowledges that the County has informed ESG of its intent to evaluate how best to pursue the Improvement Measures listed in Section 1 of this PDA, which may include a mix of services provided by ESG, equipment providers with whom County maintains ongoing working arrangements, and/or the use of County's internal staff resources. The County understands and appreciates ESG's efforts in performing the DEE; and while County is entitled to decline to enter into a Contract, it agrees that in order to aid in ESG's timely completion of the DEE it will not, for a period of seventy-five (75) days following receipt of the draft Contract, actively solicit, review, or consider any proposals that offer to implement the Improvement Measures listed in Section 1 of this PDA from an alternative energy services company proposing a similar suite of services as ESG. Nothing contained herein shall prevent the County and ESG from good faith negotiations with respect to the execution and implementation of a final Contract.

It is the intent and commitment of all parties identified in this PDA to work diligently, and cause others under their direction to work diligently toward meeting or exceeding the estimated timeline goals, identified below.

ESTIMATED IMPLEMENTATION TIMELINE:

Project Start	12 / 07 / 2017 ✓
PDA executed	1 / 4 / 2018
Detailed Development	12 / 13 / 2017
75% Scope Review and Approval	01 / 19 / 2018
90% Scope Review and Approval	01 / 26 / 2018
Contract Document Review	01 / 26 / 2018
Final County Presentation	02 / 01 / 2018
Contract Execution	02 / 12 / 2018
Implementation Kickoff	03 / 01 / 2018

6. Confidentiality
This PDA creates a confidential relationship between the Parties. The Parties acknowledge that while ESG performs services under this PDA, each party will have access to confidential information and intellectual property including but not limited to cost information, systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, designs, and other trade information and/or intellectual property relating to the other Party ("Confidential Information").

Except as authorized in writing or as otherwise provided herein, the Parties agree to keep all Confidential Information confidential. ESG may make copies of only that Confidential Information necessary for performing the DEE. Upon either Party's request, both Parties will return or destroy all such information and all documents, data, and other materials in their control that contain or relate to such Confidential Information, with the exception of any such records that are required under the Party's record retention policy, in which case such records shall otherwise remain subject to the confidential obligations described herein.

Notwithstanding anything contained herein to the contrary, the Parties' obligations of confidentiality with respect to Confidential Information shall survive for a period of one (1) year following expiration of this PDA pursuant to Section 8, below. Further notwithstanding anything contained herein to the contrary, under no circumstance shall this PDA or any obligation or right contained within this Section 6 prevent the County from complying with a lawful request for public records pursuant to Ind. Code § 5-14-3-3; provided, however, that to the extent applicable, certain Confidential Information exchanged pursuant to this PDA may be excepted from public disclosure pursuant to Ind. Code § 5-14-3-4.

The Parties agree to keep and maintain confidentiality regarding its undertaking of the obligations under this PDA; ESG shall coordinate its services only through designated County representatives and shall provide information regarding the DEE to only those persons approved by the County.

However, nothing in this Section 6 shall prohibit the County from disclosing Confidential Information to financial advisors, financial institutions, and/or any other persons or entities involved in the project or assisting the County or ESG in financial or other matters called for in the Contract developed as a result of this PDA.

Page 3 of 4

7. Miscellaneous Provisions
A. Entire Agreement. This PDA cannot be assigned by either Party without the prior written consent of the other Party. This PDA is the entire PDA between the Parties and supersedes any prior oral understandings, written agreements, proposals, or other communications between ESG and the County. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this PDA.

B. Choice of Law; Dispute Resolution; Remedies. This PDA shall be enforced and interpreted in accordance with the laws of the State of Indiana. Each party shall be responsible for their own attorney's fees and costs relative to the negotiation and preparation of this PDA.

C. No Agency/Joint Venture. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of a joint venture or of any association whatsoever between the Parties, and neither side shall have the right to bind the other. No Party has the right or authority to bind the other Party, including without limitation.

D. Severability. In case any one or more of the provisions contained in this PDA for any reason is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this PDA will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

E. Countersignatures. This PDA may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one contract binding on the Parties hereto, even though the Parties did not sign the same counterpart.

F. Authority of Signatories. The Parties represent and warrant that the individuals executing on their behalf are authorized to bind each Party for purposes of this PDA.

G. No Third Party Beneficiaries. The Parties agree that there are no intended third party beneficiaries to this PDA.

8. Agreement Expiration
This PDA will expire upon the occurrence of any of the following: (a) the Parties' full execution of the Contract or a substantially similar version thereof; (b) eighteen (18) months following the latest date of execution, identified below; or (c) the Parties' written mutual consent to terminate. Notwithstanding the foregoing, the County reserves the right in its sole and exclusive discretion to implement Measures proposed by ESG through its DEE services in subsequent Contract phases or additional services, and the expiration or termination of this PDA shall not invalidate or prevent the development and implementation by the Parties of any subsequent Contract phase or subsequent additional services.

Energy Systems Group, LLC	Warrick County, Indiana
Authorized Signature:	Authorized Signature:
Print Name: Gregory P. Collins	Print Name: Dan Saylor
Title: President	Title: County Commissioner President
Date: 1/4/18	Date: 01/08/2018

" This PDA represents the business intent of both parties and should be executed by the parties who would ultimately be signatories to a final Performance Based Contract."

APPROVED AS TO FORM:
BY: 1-4-18

Page 4 of 4

Boonville/Warrick County/Greenlife Interlocal Agreement

In the January 22, 2018 Commissioners' Meeting this agreement was rescinded by the Commissioners because negotiations between the City of Boonville and Greenlife Development had altered the originally approved contract by the Commissioners. As of January 22, 2018, they were still in negotiations per County Attorney Todd Glass, therefore he recommended to rescind the agreement. Refer to Official Commissioner Meeting Minutes 01-22-2018 for more information.

Kristine Georges, Official Recording Secretary
January 29, 2018