WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
December 11, 2017
4:00 P.M.

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

Auditor Debbie Stevens 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.

AREA PLAN COMMISSION
REZONING PETITION
PC-R-17-11

Marlin Weisheit: All right. We'll go to Area Plan. Mrs. Rector?

Sherri Rector: Okay, thank you. The first item is a Rezoning Petition PC-R-17-11, petition of Maken Corporation, Danny Ubelhlor, President. Owner is the same. This is to rezone thirteen point six-five (13.65) acres located on the south side of Oak Grove Road approximately zero (0) feet south of the intersection formed by Oak Grove Road and Park Boulevard from M-2, General Industrial to R-1, One Family Dwelling. This is in Boon and Ohio Township. It was a unanimous recommendation of the Planning Commission at their September 11th meeting. This has been continued from your last three (3)-four (4) meetings and I believe that they do wish for you to act on it this evening.

Jim Morley, Jr.: Jim Morley, Jr., Morley and Associates, Project Engineer. Yes, we would like for the rezoning to be heard. We were working with Newburgh Sewer on some issues that we're trying to get resolved prior to getting it rezoned. So we'd like to go ahead and move forward at this time. This property, for you all that's been out to the park, the new park out there, when you drive down Oak Grove Road and turn left or right to go back to the park, this property, if you were coming out of the park, you'd run right into this property. And so it's right there. It will just be a continuation of the same types of residential developments you've seen out in that area. And the plat, road plans, drainage plans, all that stuff's been approved already. So.

Marlin Weisheit: Anybody have any questions?

Dan Saylor: Nope.

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

Sherri Rector: Um, hang on.

Marlin Weisheit: Okay.

Sherri Rector: I'm trying to find my rezoning. I need an Ordinance number.

Marlin Weisheit: Okay

Kristine Georges: Uh, Ordinance number would be 2017-35.

Sherri Rector: '35?

Kristine Georges: Yes, Ma'am.

Sherri Rector: Thank you. Sorry.

Dan Saylor: I make a motion to approve the rezoning petition, PC-R-17-11, Ordinance 2017-35.

Bob Johnson: I'll second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Jim Morley, Jr.: Thank you all very much.

Marlin Weisheit: Thank you, Jim.

(PC-R-17-11, Ordinance 2017-35, is located on Pages 13 through 14 of these Official Minutes)

STREET CONSTRUCTION PLANS
BELL ROAD APARTMENTS PP-17-17

Sherri Rector: Okay, the next item I have is Street Construction Plans, Primary Plat 17-17, Bell Road Apartments. Bobby, is this still not…?

Bobby Howard: Yeah, we still haven't received a Traffic Impact Study that is in any type of form to be approved.

Sherri Rector: So do you suggest continuing it to the next meeting or to the first meeting in January?

Bobby Howard: If we, I suggest removing it from the agenda until they submit something…

Sherri Rector: Okay.

Bobby Howard: Would be my suggestion.

Marlin Weisheit: Anybody have any questions? If not, I'd entertain a motion to just remove it until they get what they need with the Traffic Impact Study, I guess.

Dan Saylor: So, so moved.

Marlin Weisheit: 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: Thank you.

REQUEST FOR RELEASE OF SURETY
CARDINAL CROSSING C-16-92

Sherri Rector: Next is Request for Release of Surety. It is commercial driveway C-16-92, Cardinal Crossing, LLC. Brad Fulkerson, Member. It's 8833 High Pointe Drive. It's Lots 8, 9, and 10 in Bellmoore Landing. We were holding nineteen thousand one hundred and two dollars and one cent ($19,102.01), and Mr. Howard had reviewed the driveway and the sign off. (Clarification: Check amount was misstated. We are holding a check in the amount of $19,182.01)

Bobby Howard: Driveways are completed according to the plan and would recommend release of the surety.

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

Bob Johnson: Make a motion to release surety for Cardinal Crossing, LLC in the amount of nineteen thousand one hundred and eighty-two dollars and zero…and one cent ($19,182.01).

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.

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

Marlin Weisheit: Thank you, Sherri.

(Release of Surety, C-16-92, is located on Page 14 of these Official Minutes)

APPROVAL OF MINUTES
NOVEMBER 27, 2017

Marlin Weisheit: Okay, Approval of Minutes from November 17th at noon, our regular session meeting. (Clarification: Date was misstated. Approved was November 27, 2017 Meeting Minutes)

Bob Johnson: I make a motion to approve the minutes.

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
2018 HOILDAYS ORDINANCE 2017-36

Marlin Weisheit: Items for Discussion. I guess, Susie, you're up in Roger's absence today. First is our Holiday Ordinance, isn't it?

Susie Taylor: Yes, I had given you all copies earlier. I believe the dates are correct.

Marlin Weisheit: Okay. Anybody have any questions on our 2018 Holiday Ordinance? And we'll need an Ordinance number.

Kristine Georges: '36.

Marlin Weisheit: '36.

Dan Saylor: I make a motion to approve the 2018 Holiday Ordinance 2017-36.

Bob Johnson: And I second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

BLIGHT ELIMINATION PROGRAM
BID OPENING FOR BID SET #6

Marlin Weisheit: Next we have, looks like Debbie Bennett-Stearsman up for the Coalition. You have some bid packets, Susie, for us?

Debbie Bennett-Stearsman: Yes, I think we have two (2) bidders that have turned in, Aigner and NAAS. And, Marlin, do you want, one (1) of you all want to read them? You'll have to read the lump sum as well as the individual, Debbie Bennett-Stearsman, for the record.

Todd Glass: For Bid Set #6, is that right, Debbie?

Debbie Bennett-Stearsman: Right.

Todd Glass: First bid, NAAS, LLC., out of Haubstadt. Each one (1) you said, right?

Debbie Bennett-Stearsman: Correct.

Todd Glass: Okay, and for the bid group...

Marlin Weisheit: We've got these sheets here, too.

Debbie Bennett-Stearsman: Everybody, you all, you all, I'm sorry, you all have a bid tab sheet.

Marlin Weisheit: Yeah. Yeah, we do.

Debbie Bennett-Stearsman: Okay.

Todd Glass: NAAS and Son, LLC. The first property, 301 East Walnut Street, seventeen thousand nine hundred fifty ($17,950.00). 302 Forrest Avenue, ten thousand one hundred ($10,100.00). 405 East Chestnut Street, eighty-four hundred ($8,400.00). 603 East Division Street, fourteen thousand nine-fifty ($14,950.00). Then 1015 North Ann Street, all these are in Boonville, eleven thousand dollars ($11,000.00) even. 1023 North Third Street, nine thousand nine hundred fifty ($9,950.00). 229 West Second Street in Lynnville, nine thousand eight hundred ($9,800.00). 6533 Gardner Road in Chandler, fourteen thousand nine hundred fifty ($14,950.00). 10655 State Road 57 in Elberfeld, thirteen thousand one hundred ($13,100.00). 455 Gemlich Road, Boonville, thirteen thousand nine-ninety-nine ($13,999.00). 2555 State Road 62 East in Boonville, fifteen thousand ($15,000.00) even. 4677 Smith Road in Boonville, thirteen thousand seven-fifty ($13,750.00). 3977 East Pigeon Valley Road in Boonville, twelve thousand nine-fifty ($12,950.00). And Saint John's Road in Elberfeld, fourteen thousand two hundred sixty dollars ($14,260.00). Total bided amount looks like one hundred eighty thousand one hundred and fifty-nine ($180,159.00). One eighty-one-five-nine ($180,159.00). And Jerry Aigner Construction...and we go back to 301 East Walnut Street, Mr. President, seventeen thousand four-fifty ($17,450.00). 302 Forrest Avenue, nine thousand nine-fifty ($9,950.00). Chestnut Street, seven thousand eight-fifty ($7,850.00). 603 East Division, fourteen thousand one hundred fourteen ($14,114.00), fourteen one-one-four ($14,114.00). 1015 North Ann Street, ten thousand six hundred fifty ($10,650.00). 1023 North Third Street, nine thousand five hundred ($9,500.00). 229 West Second Street in Lynnville, nine thousand three hundred ($9,300.00). 6533 Gardner Road in Chandler, fourteen thousand four hundred ($14,400.00). 10655 State Road 57 in Elberfeld, twelve thousand eight-fifty ($12,850.00). 455 Gemlich Road, thirteen thousand seven-fifty ($13,750.00). 2555 State Road 62 East, fourteen thousand seven-fifty ($14,750.00). 4677 Smith Road, thirteen thousand one-fifty ($13,150.00). 3977 East Pigeon Valley Road, twelve thousand five-fifty ($12,550.00). And Saint

John's Road in Elberfeld, fourteen thousand nine hundred fifty ($14,950.00). Total bidded package for the group, one hundred seventy-five thousand two hundred fourteen ($175,214.00). And there were just the two (2), correct?

Debbie Bennett-Stearsman: Yes, that's correct. I would make a recommendation that the Commissioners take these under advisement for review and possibly awarding at the next Commissioners' meeting.

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

Dan Saylor: I make a motion to take the Warrick County Bid Set #6, Blight Elimination Program bids under advisement.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Debbie Bennett-Stearsman: Thank you.

ECONOMIC DEVELOPMENT COALITION CONTRACT 2018 EXTENSION FOR BEP PROJECT

Todd Glass: Mr. President, may I interject also, while Debbie's here, something that's come up in the interim, is the administrative contract for the Blight Elimination Program. You know that Warrick County was extended in the fiscal year 2018 and a lot of that was the result of course of the work of the Coalition for us to get that extended. The program was supposed to expire this month and we've had an administrative contract with the Coalition that coincided with that expiration date. So we do have to extend the administrative contract with the Coalition and through the calendar year of 2018. Debbie has submitted that same contract which is exactly the same as the prior one. There is an increase in the per home management fee, but I don't know if Debbie wants to explain that. But I do believe the Housing and Community Development Authority actually proposed that increase to kind of make up lost ground because of the amount of the program fee that could have been charged the last couple of years, wasn't being charged. It's kind of a catch up provision, I believe.

Debbie Bennett-Stearsman: Yes, that is correct. At one (1) time, the fees do come out of the individual homes provided that the homes have enough funding to take the fund, the money from the homes.

Marlin Weisheit: Yeah (inaudible).

Todd Glass: But I do have that contract. It's in proper form and ready for the Commissioners to approve by motion and enter into it.

Dan Saylor: I make the motion to approve the administrative contract with the Coalition and extend for the 2018 calendar year.

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).

Debbie Bennett-Stearsman: I have three (3) partially signed I can leave with Susie.

Todd Glass: Oh, that would be great. I was about ready to say that I didn't have anything to sign.

Debbie Bennett-Stearsman: And I've got the, who get's them, marked on them. So, thank you.

Todd Glass: Thank you.

Marlin Weisheit: Thank you.

(Coalition Administrative Contract is located on Pages 14 through 19 of these Official Minutes)

CONSENSUS FOR DOUBLE CHIP AND SEAL FOR RED BARN ROAD IN KNIES SUBDIVISION

Marlin Weisheit: Okay. Looks like next on the agenda is Bill Bivins.

Bill Bivins: Yes.

Marlin Weisheit: Consensus on Red Barn Road. How are you today, Bill?

Bill Bivins: Okay. This is the Knies property out on Red Barn Road off of Rockport Road. We've done four (4) subdivisions there and each time we've used the twenty-two (22) foot wide double chip and seal with three (3) foot rock shoulders. And the first one (1) was done in 2003 and that has, I was out there yesterday, and it's still in good shape. There's been little patching it. We're here, you can see the little black line in there where they're proposing to extend that road across Caney Creek. And I'd like a consensus to continue with the twenty-two (22) foot wide double chip and seal and three (3) foot shoulder roll.

Marlin Weisheit: Bobby, you want to make a comment on this? Or how...?

Bobby Howard: I mean, I, I can come in and say that what, what's there and what has been there, it would be extending what's existing out there today. We have had a few calls in regards to residents that have moved there wanting the road paved.

Marlin Weisheit: Yeah, I mean that's what we're up against, Bill. It's people calling that live there's wanting us to go ahead and blacktop it. And I told Bobby here a while back, it seems like, I think we've allowed four (4) subdivisions to go in chip and seal but then when the residents get there, they want blacktop. And they expect us to blacktop them. So that's what we're up against.

Bill Bivins: Yeah.

Marlin Weisheit: And, and I think we've had a conversation, I'd like to do a little blacktop out there, but if we're going to blacktop the rest of it, well then we probably need to ask them to put this in blacktop. Do you think that would be an option if we're willing to upgrade that subdivision? Or...?

Bill Bivins: Not at this time, no. Cause the expense is such that, and these are large lots out there. You know there's only going to be probably eight (8) more houses out there on that road.

Marlin Weisheit: Um hum.

Bill Bivins: And...

Bobby Howard: I think the blacktop that we require can still stay the twenty-two (22) foot wide and not have to go to the twenty-six (26) foot wide to match the geometry of the rest of the road if that's, if you want to keep it in blacktop.

Marlin Weisheit: And that is going to put a lot more construction on that existing road there and use on the existing road which is going to cause it to break up if they're going to build eight (8) more houses in the back of it. You know, my thinking is though, if they do, if we do approve this chip and seal, then I don't see any sense of us blacktopping the rest of it. It's going to stay chip and seal for many years, probably. I mean we did blacktop Fetter Subdivision this year. It had been a subdivision for seventeen (17) years. And you know it almost went back to rock. But that's what we're up against here and I have another one (1), well Otter Creek and North Center, those folks bought that knowing that it was chip and seal. But after they all live there for a while, "Oh, hey, when you gonna blacktop our subdivision?" So that's what we're up against. And we have limited funds. So, I don't know how the other two (2) feel about it. I mean, that's...

Dan Saylor: I'm about the same way. Bill, what, what size lots is this?

Bill Bivins: Oh, they're going to be over five (5) acre lots.

Dan Saylor: And you say how many are going to be in there?

Bill Bivins: Probably an additional eight (8) lots going to go in there.

Marlin Weisheit: They're all on field beds out there aren't they?

Bill Bivins: Yes.

Marlin Weisheit: Yeah.

Dan Saylor: Are these five (5) acre lots that are existing here that's kind of in this?

Bill Bivins: Yes, they're large lots.

Marlin Weisheit: How long a road is that, Bill? From the new part you're putting in?

Bill Bivins: That's probably right at a thousand (1,000) feet, I'd say.

Marlin Weisheit: You know, it won't take, Bobby, what, it won't take much more to blacktop that area, will it?

Bob Johnson: I think if, well, we looked at before on Red Bank, if we went to the cul-de-sac...

Marlin Weisheit: Red Barn?

Bob Johnson: Or Red Barn, all the way up from the cul-de-sac on out to the road, Rockport Road, it was twenty-four hundred (2,400) feet and that was approximately...

Bill Bivins: It might be a little longer back in there...

Bob Johnson: Forty thousand ($40,000.00)?

Marlin Weisheit: Yeah.

Bill Bivins: I just roughed that in there. We probably won't go that far up on that hill in the back with a cul-de-sac.

Marlin Weisheit: Uh huh. You know probably another twenty thousand dollars ($20,000.00), they can probably blacktop that over the chip and seal and that would add if you've got eight (8) lots in there. An extra three thousand dollars ($3,000.00) a lot and they'd have a blacktopped road. And then we kind of commit ourselves to blacktopping the rest of Red Barn Road and make everybody happy out there. But if you don't think it's an option, I mean I'm not wanting to hold up progress, I'm just trying to appease everyone out there while we're doing something here.

Bill Bivins: Yeah. Yeah, I realize that. My conversation with, Mr. Knies', his son now has taken over that thing, is that they can't afford, he's going to build the houses himself. And he, he said, "I don't make any money on the ground." He says, "I make my living off the houses." The development, doing like say the twenty-two (22) foot wide chip and, double chip and seal, was really what he wanted to be consensus'd to do. If you can't give me that, well, I can go back with him and talk to him again.

Dan Saylor: Bobby, what's the cost difference between double chip and seal road of a thousand (1,000) feet verses a thousand (1,000) feet of blacktop road? What's the cost difference?

Bobby Howard: I'd have to look at it. With our road standards, we do require additional two and a half (2 ½) inches of binder. Roughly fifty-five dollars ($55.00) a ton. So I mean, Marlin might have been close on the twenty thousand ($20,000.00), twenty-five thousand ($25,000.00) more for a thousand feet.

Dan Saylor: So eight (8) lots you're probably looking at twenty-five hundred bucks ($2,500.00) maybe a lot? Yeah, Bill, I kind of agree with Marlin. You know, that's the problem we're going to be getting into as soon as this is done. You've got all this here and this road is going to be damaged. And we're going to be getting phone calls saying hey, we want a blacktop. It's gonna happen. And so...

Bob Johnson: I'm in the same mindset. I, I think, you know, it's going, I know like Marlin said, Otter Creek and some of these subdivisions are already complaining about needing blacktop. And this chip and seal's not going to hold up with the traffic to build those eight (8) houses back there, so.

Marlin Weisheit: Yeah. I've got three (3) or four (4) residents in there, 'when you gonna blacktop this.' And you know we go out there and we make repairs and then after these eight (8) houses do it, we're probably going to end up having to blacktop that road. So, I mean that's the way we're leaning today. If he's willing to get some estimates maybe and come back. Is it something we have to decide tonight? Or can we just kind of table this?

Bill Bivins: No, that's fine.

Marlin Weisheit: Let him know how we feel and why we feel that way. We're wanting to make everyone happy. And I really think the value of the property will go up and then we as a County are probably going to make a major investment. I don't think we'll get it all blacktopped, but the main road on Red Barn, maybe we could get blacktop this year. And then if he would put that in blacktop...

Dan Saylor: Next year.

Marlin Weisheit: Next year, yeah, next year. I'm sorry. The next paving season, and you know, it depends how, on funding and what all we've got going. Like I say, I'd like to improve one (1) subdivision in my district each year. And this is in my district. Next year's my last year. But I'd like to make everybody happy out there.

Bill Bivins: Yeah.

Marlin Weisheit: And I think it would make the property value go up. That's my opinion. See if he's willing to work with us on that or at least consider getting some estimates.

Bill Bivins: Let me do that and we'll come back.

Marlin Weisheit: And if it's off more than what I'm thinking, or it's more than just a few thousand dollars a lot, then maybe we need to scratch our heads and work with him a little closer on it. But while we're into it, let's see what we can come up with.

Bill Bivins: Okay, well right now, Bobby, twenty-two (22) foot wide if we could look at blacktop with three (3) foot shoulders?

Bobby Howard: Yeah.

Bill Bivins: Okay. Okay, let me talk to him. Thank you.

Marlin Weisheit: Thank you (inaudible).

Dan Saylor: Thank you, Bill.

Bob Johnson: Thank you.

Marlin Weisheit: Appreciate it.

DEPARTMENTAL REPORTS

HOME CITY ICE SUPPLY AGREEMENT FOR WARRICK COUNTY PARKS DEPARTMENT

Marlin Weisheit: Alright, next is Departmental Reports. Susie, you're filling in. Looks like we've got a couple items for you there.

Susie Taylor: I have a copy of the ice agreement for the Parks. It's the same as last year's except a penny ($0.01) a bag more.

Marlin Weisheit: A penny ($0.01) a bag more. Okay.

Dan Saylor: You want a motion?

Marlin Weisheit: Yeah.

Dan Saylor: I make a motion that we approve the one (1) year ice agreement with Home City Ice Company for the Warrick County Parks Department.

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). That's good.

(Home City Ice Contract is located on Page 19 of these Official Minutes)

WATS SERVICE BUS STOP TO REPLACE THE CURRENT STOP ON STAHL BUSINESS COURT

Marlin Weisheit: And then it looks like we've got an item there on the WATS Service Bus Stop?

Dan Saylor: I have not got, I have not received a return call, so I say let's just remove it from the agenda until, and then I'll put it back on when I get word from them.

Marlin Weisheit: Okay. You want to make a motion to that effect?

Dan Saylor: I make a motion to remove the WATS Service Bus Stop from, on, on Stahl Business Court 'til further notice.

Bob Johnson: Second.

Marlin Weisheit: Motion and a second to remove that from the agenda. All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

COUNTY ATTORNEY
ESTABLISHMENT OF THE WARRICK COUNTY TOURISM COMMISSION ORDINANCE 2017-33 PASSAGE

Marlin Weisheit: County Attorney.

Todd Glass: Yes, thank you, Mr. President. The first two (2) items on the agenda are Second and Third readings of two (2) proposed Ordinances. The first one (1) is Ordinance 2017-33, and Ordinance establishing the Warrick County Tourism Commission. This is the same form as the First Reading, it establishes a Tourism Commission effective January 1st and everything is in order. I haven't heard any comments one (1) way or the other since our last meeting. So it appears like it's ready to go. So by motion you can approve Ordinance 2017-33 on Second and Third Readings.

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

Bob Johnson: I make a motion to approve Ordinance 2017-33, Warrick County Tourism Commission, Second and Third Readings.

Dan Saylor: Second that motion.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Todd Glass: And with your permission, Mr. President, I'd suggest that I get with Roger upon his return. We probably need to reach out to the Council, to Boonville, and to Newburgh and make sure they get their recommended nominations in by the first of January.

Marlin Weisheit: Okay.

Todd Glass: And you can get started yourselves on thinking of names there too.

Marlin Weisheit: There you go, thank you.

(Ordinance 2017-33 is located on Pages 20 through 21 of these Official Minutes)

BULK FORM ACCESS TO COUNTY RECORDER DOCUMENTS ORDINANCE 2017-34 PASSAGE

Todd Glass: And then we have Ordinance 2017-34 on Second and Third Readings. That is an Ordinance amending the Code of Ordinances of Warrick County, Indiana to add a new section 37.43, Bulk Form Access to County Recorder Documents. I would mention, Mr. President, that since the First Reading, we had not identified where this new section should be placed. And I would recommend a home for it in 37.43. That is in a chapter under Miscellaneous Fees. That chapter actually includes another fee provision for the Recorder's Office. So that's a good spot for it, 37.43. This would allow the Recorder's Office to regulate a bulk form access of its documents and bring proposed contracts to the Commissioners for approval when she's made aware of that. So Ordinance 2017-34 is ready for your approval by motion on Second and Third Reading.

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

Dan Saylor: I make a motion to approve Ordinance 2017-34, Bulk Form Access to the County Recorder Documents on the Second and Third Readings.

Bob Johnson: Second.

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

Bob Johnson: Aye.

Dan Saylor: (Inaudible).

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

(Ordinance 2017-34 is located on Pages 22 through 23 of these Official Minutes)

2018 BITUMINOUS CONTRACT WITH METZGER CONSTRUCTION

Todd Glass: Thank you. Next is a rather simple matter. You've already approved the bid of Metzger Construction Company, INC. for the 2018 Bituminous Surfaces Contract for Warrick County. That was quoted out by your Purchasing Department. Bids were accepted. The most responsive and responsible bidder you selected at a prior meeting, Mr. President, was Metzger. This is just simply a cover contract reflecting the terms of the contract being encompassed in the quote and the bid as submitted and approved. And that is just ready for your approval and signature and then we'll send it over to Metzger for signature.

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

Dan Saylor: I make a motion for the, to approve the 2018 Bituminous Contract with Metzger Construction.

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).

(2018 Bituminous Contract, Metzger Construction, is located on File in the Auditor's Office)

UPDATE ON COUNCIL APPROVAL TO BEGIN FUNDING RESEARCH FOR THE COURTHOUSE RENOVATION PROJECT.

Todd Glass: And that was the only items on my agenda other than, Mr. President, what's come up in the interim is the Council's approval of the proposed bond financing for a series of upcoming projects, including the Old Courthouse, the Old Jail, and the Sheriff's Department. I'd recommend that you authorize me to reach out to Umbaugh and Associates in Indianapolis as financial advisor and get them started on the project to provide financial advice and services, including how to finance the project.

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

Bob Johnson: Make a motion to allow the Attorney to contact Umbaugh and do the research on financing options.

Dan Saylor: Second.

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

Dan Saylor: Aye.

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

Todd Glass: And we will expedite that.

Marlin Weisheit: Yes.

Todd Glass: Alright, thank you, Mr. President.

Marlin Weisheit: Little time crunch there as well. Thank you, Sir.

COUNTY AUDITOR CLAIMS

Marlin Weisheit: County Auditor.

Debbie Stevens: Alright, we have Claims, Expense Claims, audited and certified of one million three hundred seventy thousand four dollars and eleven cents ($1,370,004.11).

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

Dan Saylor: I make a motion to pay the Claims of one million three hundred seventy thousand four dollars and eleven cents ($1,370,004.11).

Bob Johnson: I'll 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).

(Certified Claims are located on Pages 23 through 24 of these Official Minutes)

NON-CERTIFIED CLAIMS

Debbie Stevens: Okay, just a couple of Non-Certifieds. They're purchases on credit card. Things like coffee cups, sales tax, etcetera. There's two (2) credit card bills, Fifth Third Bank and First National Bank. And then the last one (1), maybe, maybe Todd I think, maybe you were looped in on an email. This is Roadsafe Traffic Systems. We do have a quote. We had a little bit of discussion. He provided some information. The Claim is for thirty-five thousand one hundred fifteen dollars and seventy-two cents ($35,115.72). We have a quote but no contract. And so we just left that one (1) off as a Non-Certifed for you all to make a decision on that.

Marlin Weisheit: I know that's a yearly expense for us. So, what was the total on the other two (2) then? We had thirty-five-one-fifteen-seventy-two ($35,115.72). And?

Debbie Stevens: Three hundred seventy-nine-eighty ($379.80), six hundred thirty-two-fifty ($632.50), for a total of all Non-Certifieds, thirty-six thousand one hundred twenty-eight dollars and two cents ($36,128.02).

Marlin Weisheit: Okay, thank you. Anybody have any further questions on Non-Certified?

Bob Johnson: None.

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

Dan Saylor: I make a motion to pay the Claims.

Marlin Weisheit: Non-Certified?

Dan Saylor: Non-Certified.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: (Inaudible).

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

Debbie Stevens: Alright, thank you.

Marlin Weisheit: Anything else?

Debbie Stevens: Uh, yes. We submitted settlement on Friday to the State and they approved it this morning.

Marlin Weisheit: Well, good.

Debbie Stevens: So we will be getting the tax unit's dollars dispersed to them as well as the County's by the end of the week.

Marlin Weisheit: Thank you. Good job. Great.

Bob Johnson: Great.

Debbie Stevens: Thank you.

Marlin Weisheit: Thank you.

(Non-Certified Claims are located on Page 25 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
LINCOLN AVENUE PHASE III CHANGE ORDER #9

Marlin Weisheit: County Engineer and Highway.

Bobby Howard: I do have a few items. The first of which is Change Orders for the Lincoln Avenue Phase III Contract. It's Change Order #9 is due to some water line changes and adjustments by Indiana American Water. These items are non-participating and they will be funded a hundred (100) percent by Indiana American Water at a cost of twelve thousand three hundred twenty-six dollars and fourteen cents ($12,326.14). And then we need to invoice Indiana American Water for this. So that, cause INDOT will bill us directly. And I recommend approval.

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

Dan Saylor: I make a motion to approve Lincoln Avenue Phase III, Change Order #9 for twelve thousand three hundred sixty-two…twelve thousand three hundred twenty-six dollars and fourteen cents ($12,326.14).

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).

(Change Order #9 is located on Pages 25 through 28 of these Official Minutes)

LINCOLN AVENUE PHASE III CHANGE ORDER #11

Bobby Howard: Change Order #10 is not available or ready at this time. It's still being reviewed. Change Order #11 I do have. And this is for, for a pay item for #2 Stone. The existing subgrade at Lincoln and Old 261 required some substantial undercutting and #2 Stone is, was used for the backfill. And that dollar amount is twenty thousand eight hundred and sixty-four dollars and sixty-six cents ($20,864.66).

Marlin Weisheit: And that would be eighty (80) percent reimbursement?

Bobby Howard: Yes.

Marlin Weisheit: Anybody have any other questions?

Bob Johnson: Make a motion to pay claim #11 for…

Marlin Weisheit: Twenty thousand ($20,000.00)…

Bob Johnson: Twenty thousand ($20,000.00)…

Marlin Weisheit: Eight-sixty-four-sixty-six ($864.66).

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).

(Change Order #11 is located on Pages 28 through 30 of these Official Minutes)

LINCOLN AVENUE PHASE III CHANGE ORDER #12

Bobby Howard: And the last one (1) I have for Lincoln Avenue is Change Order #12. This was a change order resulting from the revisions to a structure and changing these revisions and relocating the structure amounting to a savings. This change order is a negative eleven hundred fifty-seven dollars and ninety-four cents (-$1,157.94).

Marlin Weisheit: Them's the easy ones, aren't they?

Dan Saylor: Yeah, I make a motion to approve Change Order #12 for a negative one thousand one hundred fifty-seven dollars and ninety-four cents (-$1,157.94).

Bob Johnson: I'll second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

(Change Order #12 is located on Pages 30 through 31 of these Official Minutes)

BRIDGE 374
RETAINAGE INVOICE

Bobby Howard: And the next item I have is on the Bridge 374 Project. That project has been completed. The, their final punch list was completed and they've billed for the retainage. So I'd recommend approving the retainage invoice in the amount of seventy-four thousand four hundred seventy dollars and seventy-seven cent ($74,470.77).

Marlin Weisheit: Anybody have any questions?

Dan Saylor: I make a motion to pay the amount of seventy-four thousand four hundred seventy dollars and seventy-seven cents ($74,470.77) for the bridge...

Bobby Howard: Retainage.

Dan Saylor: Retainage on 374.

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.

(Retainage Invoice, Bridge 374, is located on Page 31 of these Official Minutes)
Page 31 Correction KG.

ENGLEBRECHT DEVELOPMENT
ACCEPTANCE OF QUIT CLAIM DEED FOR RIGHT-OF-WAY

Bobby Howard: The last item I have in regards to a subdivision, Englebrecht Development, when they platted the sub, they left a section of right-of-way for Vann Road off of the plat for dedicating right-of-way. This corrects that. There's a small section of right-of-way for Vann Road that is being Quit Claim Deeded from Englebrecht Development, LLC to the County. And I guess I just need your approval of acknowledgement of accepting this Quit Claim Deed.

Marlin Weisheit: Need a motion on that, I guess? Todd (inaudible)?

Todd Glass: No, consensus is fine. It's just accepting the right-of-way conveyance, correct?

Bobby Howard: Yeah, it's thirty (30) feet of right-of-way by eighty-two point nine-one (82.91) feet in length that was missed.

Todd Glass: Okay, you have a consensus that you want it. Correct.

Marlin Weisheit: Okay. I'll give you my consensus.

Dan Saylor: Fine. We want this.

Bob Johnson: Yep.

Marlin Weisheit: Yeah. Three (3) in favor.

Todd Glass: That's it. That's good.

Bobby Howard: Alright. Thank you. This gets recorded.

Marlin Weisheit: Anything else, Mr. Engineer?

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

Marlin Weisheit: Thanks for coming in today.

COUNTY PURCHASING

Marlin Weisheit: County Purchasing? Joe, you have…?

Joe Grassman: I have nothing.

Marlin Weisheit: Okay.

COUNTY SHERIFF

Marlin Weisheit: Sheriff?

Brett Kruse: I don't have anything.

COMMISSIONER ITEMS FOR DISCUSSION

Marlin Weisheit: Commissioner Johnson?

Bob Johnson: No, Sir.

Marlin Weisheit: Commissioner Saylor?

Dan Saylor: No, Sir.

Marlin Weisheit: One (1) thing I want, might mention to Counsel, next meeting is going to be on Wednesday following Christmas, right? That's the last meeting of the year. And we've been having some discussion. I think we can just do our appointments that day pending January 1st. You see any problem with that Counsel?

Todd Glass: Um hum, no.

Marlin Weisheit: I think that's what we'll do.

Todd Glass: Be effective January 1.

Marlin Weisheit: That way we won't have to come in New Year's. We won't meet until about the 8th I think of January. But we can do election of officers next year for Commissioners and any appointments we want to make. So we'll just do that on our next Commissioner meeting and it'll be the last one (1) of the year.

Bobby Howard: At the same time then at 4:00 (PM)?

Marlin Weisheit: 4:00 (PM), yeah, on Wednesday after Christmas. Is that right, Susie?

Susie Taylor: Yes.

Marlin Weisheit: Okay. And that's all I have. I would entertain a motion.

Dan Saylor: I make a motion to adjourn.

Bob Johnson: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:35 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

MARLIN WEISHEIT, PRESIDENT

DAN SAYLOR, VICE PRESIDENT

ROBERT JOHNSON, JR., MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges.

2 pp

N/C

2017R-010556
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
12/14/2017 2:31 PM
REC FEE: 0.00
PAGES: 2

WARRICK COUNTY COMMISSIONERS ORDINANCE # CC-2017-35

PLAN COMMISSION DOCKET # PC-R-17-11

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

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

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

That the boundaries of the M-2, as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate:

Part of the Southwest Quarter of the Southeast Quarter of Section 18, Township 6 South, Range 8 West in Boon Township and Part of the Northeast Quarter of the Northwest Quarter and Part of the Northwest Quarter of the Northeast Quarter of Section 19, Township 6 South, Range 8 West in Ohio Township, Warrick County, Indiana and being more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of the Northwest Quarter of said Section 19; thence along the north line thereof, South 88 degrees 47 minutes 24 seconds East 2281.59 feet to a corner of Oak Grove Right of Way conveyed to Warrick County, recorded in Document No. 2015R-007653 in the office of the Recorder of Warrick County, Indiana, said point being the **POINT OF BEGINNING**; thence continuing along the north line of said section and said south line of Oak Grove Road, South 88 degrees 47 minutes 24 seconds East 690.14 feet to the Northeast Corner of the Northeast Quarter of the Northwest Quarter of Said Section 19, also being the Northwest Corner of the Northwest Quarter of the Northeast Quarter of Said Section 19 ; thence along the north line of said Quarter Quarter Section and continuing along the south right-of-way line of Oak Grove Road the next 3 calls, South 88 degrees 47 minutes 24 seconds East 262.45 feet to the point of curvature of a curve to the left having a radius of 1040.00 feet and a delta angle of 04 degrees 18 minutes 03 seconds from which the long chord bears North 89 degrees 03 minutes 34 seconds East 78.05 feet; thence along the arc of said curve 78.07 feet; thence North 86 degrees 54 minutes 33 seconds East 269.18 feet; thence South 01 degrees 12 minutes 36 seconds West 184.55 feet; thence South 24 degrees 35 minutes 59 seconds West 182.05 feet; thence South 31 degrees 48 minutes 39 seconds West 101.21 feet; thence South 40 degrees 55 minutes 40 seconds West 91.63 feet; thence South 78 degrees 08 minutes 18 seconds West 74.81 feet to the Northeast corner of Warrick Research & Industrial Center No. 4, as per plat thereof, recorded in Document

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Number 1998R-001623 in said Office of the Recorder; thence along the north line thereof, South 83 degrees 06 minutes 44 seconds West 365.82 feet to the Northwest corner of said subdivision; thence South 89 degrees 44 minutes 01 seconds West 80.00 feet to the Northeast corner of a tract of land conveyed to Liberty Properties at Newburgh, LC, recorded in Document No. 2006R-007291 in said office of the Recorder; thence along a line of said Liberty tract, South 89 degrees 44 minutes 03 seconds West 209.21 feet to a corner of said Liberty tract; thence continuing along a line of said Liberty tract, North 44 degrees 22 minutes 04 seconds West 452.57 feet to a corner of said Liberty tract, said point also being the corner of a tract of land conveyed to Liberty Properties at Newburgh, LC, recorded in Document No. 2006R-007292 in said office of the Recorder; thence along an easterly line of said Liberty tract, North 14 degrees 33 minutes 49 seconds West 254.84 feet to the point of beginning, containing 594,768 square feet (13.65 acres) more or less.

Which real estate is now zoned and classified as part of the M-2 District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall and the same is hereby rezoned and reclassified from said M-2 District to said R-1 District.

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

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

ATTEST:
County Auditor

Date Approved

President

Member

Member
BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

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

Signature

Brel A. Sermersheim
Printed Name

This document prepared by Brel A. Sermersheim of Morley.

J:\10000s\10200-10299\10213\Surveying 3D\Documents\Rezone to R-1\10213 Rezone Ordinance to R-1.doc

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

812.464.9585 office 812.464.2614 fax
4000 Rombud Ln., Newburgh, IN 47630
morleycorp.com

12/5/17

November 29, 2017

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

Re: Commercial Driveway 8833 High Pointe Drive - Lots 9 and 10 of Bellmoore Landing
Release of Surety
Morley Project # 9959

Dear Bobby,

We have inspected the commercial driveways and they are in general compliance with the approved permit.

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

Thank you,

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

cc: Warrick APC
Tim Cook, Midwest Contractors

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

BOARD OF COMMISSIONERS:

Marlin Weisheit

Dan Saylor

Bob Johnson

ATTEST:
Auditor
Date: 12/12/17

Auditor

CONTRACT FOR ADMINISTRATIVE SERVICES

BLIGHT ELIMINATION PROGRAM (BEP)

WARRICK COUNTY

THIS CONTRACT, entered into as of the 11 day of December, 2017 by and between the **County of Warrick** (hereinafter referred to as **Recipient**), and the **Economic Development Coalition of Southwest Indiana,** (hereinafter referred to as **COALITION**).

WHEREAS, the **Recipient** has successfully applied for and received funding in the form of a loan from the Indiana Housing and Community Development Authority **(IHCDA)** pursuant to the Indiana Hardest Hit Fund Blight Elimination Program **(PROGRAM)** to purchase and demolish blighted structures in Warrick County, Indiana; and,

WHEREAS, the Recipient shall be entering into numerous agreements entitled "Indiana Housing and Community Development Authority Blight Elimination Program Recipient and Program Partner Agreements, detailing the requirements of the Program and the responsibilities of the Recipient and its Administrator; and **WHEREAS,** the **Recipient** is now undertaking certain activities necessary for the administration of the **PROGRAM** located in Warrick County; and;

WHEREAS, the **Recipient** desires to engage **COALITION** to render certain assistance in connection with such undertakings under the **PROGRAM** in Warrick County, Indiana.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. **SCOPE OF SERVICES:** **COALITION** shall perform all necessary services under this contract in connection with and respecting the **Recipient's** obligations under the **IHCDA PROGRAM** agreement with **IHCDA** referred to above, including without limitation performing the following as determined by the **Recipient,** in a satisfactory and proper manner:

1. Administration Services:

COALITION shall be responsible for the following administration services:

a. **COALITION** shall assist the **Recipient** in establishing project policies and procedures.

b. **COALITION** shall recommend courses of action to the **Recipient** for implementation of project activities.

c. **COALITION** shall supervise the project, as the **Recipient's** representative, with the contractors on the project.

d. **COALITION** shall maintain all the **Recipient's** records as required by **PROGRAM** conditions.

e. **COALITION** shall provide and serve in three (3) Permission roles:
i. **COALITION** shall be the Organization under the **PROGRAM**;
ii. Debra Bennett-Stearsman shall serve as the Administrator to set up all Permission levels for the **PROGRAM**; and
iii. Debra Bennett-Stearsman shall also serve in the Permission level as Editor in order to prepare request for funds and status of funds reports for submission to the **IHCDA**, as required.

f. **COALITION** shall assist the **Recipient** in maintaining a separate bookkeeping system, as required by the **IHCDA**.

g. **COALITION** shall assist the **Recipient** in preparing for audits as required by the **IHCDA** and the Indiana State Board of Accounts.

h. **COALITION** shall process payment requests with:
i. Commissioners
ii. County Auditor
iii. County Treasurer
iii. **IHCDA**

i. **COALITION** shall set up and maintain all Financial Record keeping books.

j. **COALITION** shall prepare and process all reports required by **IHCDA**.

k. **COALITION** shall meet with the **Recipient** and State Board of Accounts for final audit;

l. **COALITION** shall assist the **Recipient** and make recommendations in meeting all Civil Rights Requirements, including any law referred to in pages 6-14 of this Agreement;

m. **COALITION** shall perform any other actions that may be necessary from time to time, as determined by the **Recipient**, and as related to this project and in connection with such laws referred to pp. 6-14 of this Agreement. Without limiting the foregoing, the parties agree that **COALITION** shall perform all actions required of **Recipient** in that certain Recipient & Program Partner Agreement, Award No. 2014D1-BEP-04, attached hereto as Exhibit A and made a part hereof (the "IHCDA Agreement").

B. **TIME OF PERFORMANCE:** The services listed above shall commence immediately upon the execution of this contract in order to assist the **Recipient** in a successful **PROGRAM** and to comply with all **IHCDA PROGRAM** requirements. The services shall be undertaken and completed in such sequence as to assure the expeditious completion of the project; but in any event all of the services required hereunder shall be completed in a timely manner as required by the **IHCDA**.

C. **COMPENSATION:** Subject to a receipt of a requisition for payment from **COALITION** and amount requisitioned is in conformance with terms of this contract, the **Recipient** and **COALITION** hereby agree that the fees paid to **COALITION** will be in the following manner:

1. Administration Services Compenssation:
COALITION shall be paid a fixed price fee of not to exceed $1250.00 per home demolished under the **PROGRAM**. This per home fee shall extend over a period of one year up to and including December 31, 2018. The sum of $250.00 shall be applied to services related to the administration activities of the **IHCDA PROGRAM**. The sum of $1000 per home shall be applied to the project management. Both services include cost of bookkeeping, salaries, supplies, inspections, file management, photos, and all general overhead expenses, such as, phone, travel cost, insurance, and postage. The payment schedule to **COALITION** will be made in one payment of $1250.00 per home at the time of demolition of each home.

The above fee payment schedules include all costs to be incurred by **COALITION**. Upon depletion of the earmarked funds for administrative and program management fees **COALITION** will curtail the submission of claims and will continue to operate the program until the project has been audited and closed out by the **IHCDA PROGRAM** and the Indiana State Board of Accounts.

D. **RESPONSIBILITY:** At all times, the **Recipient**, including all its Departments, are legally responsible for the execution of the grant agreement with the **IHCDA**.

E. **CHANGES:** The **Recipient** may, from time to time, request that changes in the scope of services of this contract be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between the **Recipient** and **COALITION** shall be incorporated in a written addenda to this contract. **COALITION** may request a change in the maximum amount payable by the **Recipient** in the event **COALITION** believes that such maximum amount does not provide just compensation for services provided hereunder, however, the **Recipient** shall be under no obligation to agree to a request in the change in the maximum amount payable. Any changes in the maximum amount payable by the **Recipient** which are mutually agreed upon by and between the **Recipient** and **COALITION** shall be incorporated in a written addenda to this contract.

F. **PERSONNEL:** **COALITION** represents that it has, or will secure all personnel required in the performance and execution of services under this contract. All services required hereunder will be performed by **COALITION** and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

G. **ASSIGNABILITY:** **COALITION** shall not assign any interest of this Contract, nor transfer any interest in the same (whether by assignment or notation), without the prior written consent of the **Recipient** thereto; provided however, that claims for money by

COALITION from the **Recipient** under this Contract may be assigned to a bank, trust company, or other financial institutions without such approval from the **Recipient**.

H. **FINDINGS CONFIDENTIAL:** All of the reports, information, data, etc., prepared or assembled by **COALITION** under this Contract, are confidential and **COALITION** agrees that they shall not be made available to any individual or organization without prior written approval of the **Recipient**, unless required to be provided without the Board's consent pursuant to Indiana's Open Door Laws

I. **COPYRIGHT:** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of **COALITION**.

J. **COMPLIANCE WITH LOCAL LAWS:** **COALITION** shall comply with all applicable laws, ordinances and code of the Federal, State and Local governments, including without limitation, all laws and codes referred to in pages 5-13 of this Agreement.

K. **TERMINATION:** This Contract shall continue for the duration of the IHCDA Agreement, and may be terminated by **Recipient** or **COALITION** only upon a material breach of the other. Notice of such termination shall be in writing, and termination shall not be effective until the expiration of a thirty (30) day cure period, or such shorter times as may be required in order to comply with all requirements of the IHCDA Agreement. If the Contract is terminated by the **Recipient** as provided herein, **COALITION** will be paid for the services provided and expense incurred up to the termination date. In the event of a termination of this contact by either **COALITION**, or **Recipient**, **COALITION** shall turn over to the **Recipient** in a timely manner, all records and documents relating to this contract and the project.

L. **INDEMNIFICATION:** COALITION hereby agrees to indemnify Recipient and save Recipient harmless from and against any and all claims, actions, damages, liability, fines, order, judgments and expense arising out of COALITION's performance of (or failure to perform) this Contract. Under no circumstances shall the COALTION or Recipient be liable for any incidental, consequential, indirect, exemplary, special, punitive, treble or liquidated damages, whether based in contract or tort law (including negligence), and any and all claims and causes of action related to such types of damages are hereby fully disclaimed by the parties to his Contract.

IN WITNESS WHEREOF, the **Recipient** and **COALITION** have executed this Contract as of the date first written above.

WARRICK COUNTY COMMISSIONERS:

Marlin Weisheit, President

Dan Saylor, Commissioner

Robert Johnson, Commissioner

ATTEST:

Warrick County Auditor

ATTEST:

Debra Bennett-Stearsman
Vice President/Training & Development

ECONOMIC DEVELOMENT COALITION OF SOUTHWEST INDIANA

J. Gregory Wathen
President/CEO

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Addendum F

WARRICK and the COALITION hereby agree to incorporate the following terms to Section F of the Contract as though originally set forth therein:

1. As required by IC 5-22-16.5, COALITION is not engaged in investment activities in Iran. COALITION understands that providing false certification may result in the consequences listed in IC 5-22-16.5-14 including termination of the Contract with WARRICK, denial of future contracts with WARRICK, as well as an imposition of a civil penalty.

2. As required by IC 22-5-1.7, COALITION does not knowingly employ an unauthorized alien.

3. As required by IC 22-5-1.7, COALITION is enrolled in or will enroll in and will verify the work eligibility status of all our newly hired employees through the E-Verify program as defined in IC 22-5-1-7.3. COALITION understands that it is not required to participate should the E-Verify program cease to exist. COALITION also understands that it is not required to participate if COALITION is an individual and does not employ any employees.

4. As required by IC 22-5-1.7, COALITION will not knowingly employ or contract with an unauthorized alien. COALITION will not retain an employee or contract with a person that we subsequently learn is an unauthorized alien.

5. As required by IC 22-5-1.7, COALITION will require our subcontractors who perform work under any contract with WARRICK to certify to COALITION that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. COALITION will maintain this certification throughout the duration of the term of a contract with a subcontractor.

6. As required by IC 22-5-1.7, COALITION understands that WARRICK may terminate for default if COALITION fails to cure a breach of IC 22-5-1.7 or any statement contained herein no later than thirty days after being notified by WARRICK.

(END)

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FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS
CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs *for CDBG-assisted grants/activities)*
The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):
The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:
During the performance of this contract, the contractor agrees as follows:
A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.
B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.
E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

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provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.
I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the cases of Justice for appropriate proceedings.
2. Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):
The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.
During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and

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disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.
3. Compliance in the Promotion of Training, Employment and Business Opportunities:
A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
4. Title VI Civil Rights Act of 1964:
During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:
A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.
D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban

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Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
(1) Withholding of payments to the contractor under the contract until the contractor complies; and/or.
(2) Cancellation, termination, suspension of the contract, in whole or in part.
E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.
5. Title VIII Civil Rights Acts of 1968 (as applicable):
The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings as defined, discrimination in the financing, housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.
6. Section 109 Housing and Urban Development Act of 1974 (as applicable):
The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.
7. Section 504 Rehabilitation Act of 1973:
A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of

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Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
F. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
8. Fair Housing Amendments Act of 1988 (as applicable):
The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.
9. Age Discrimination Act of 1975:
The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
10. Americans With Disabilities Act of 1990:
The contractor shall comply with the Americans With Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
11. Certification of Nonsegregated Facilities:
The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).
12. Retention and Access Requirements For Records (24 CFR Part 85.42):
A. The contractor shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:
Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

(1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
(2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
(3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the Recipient.
B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.
C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from Recipients when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with Recipients to retain any records that are continuously needed for joint uses.
D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of Recipient and sub-Recipients to make audits, examinations, excerpts and transcripts.
E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon Recipients that will limit public access to the records of Recipients that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.
13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):
The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the Recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:
(a) An employee, agent, consultant, officer, or elected or appointed official of the Recipient, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;
(b) Any member of his/her immediate family;
(c) His or her partner; or
(d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Recipient's officers, employees, or agents or by contractors or their agents.
No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial

interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.
14. Remedies/Sanctions or Breach of Contract Terms:
Upon written notice, the Recipient may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to Recipient under this contract, or if the contractor shall violate any of the conditions of this contract. The Recipient shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the Recipient shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the Recipient shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the Recipient may proceed to terminate this contract.
15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of $10,000):
If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the Recipient and allowances for corrective actions as specified in Paragraph 14 above, the Recipient shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the Recipient, become the property of the Recipient and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed thereunder. In the event the contractor disputes Recipient's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.
16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of $10,000):
The Recipient may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the Recipient as provided herein, the Recipient agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by Recipient. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the Recipient, become the property of the Recipient and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
17. Changes to Contract:
The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.
18. Contractor to Furnish Necessary Personnel Resources:
A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the Recipient.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the Recipient. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:
The contractor, at such times and in such forms as the Recipient or the Indiana Office of Community and Rural Affairs may require, shall furnish Recipient and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by Recipient in connection therewith, and any other matters covered by this contract.

20. Records and Audits:
The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the Recipient to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the Recipient or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:
No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the Recipient shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:
The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):
Section 2 of the HUD Reform Act of 1989 requires that if the Recipient receives $200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed each attract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the Recipient to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the Recipient to comply with this federal requirement, the Recipient will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the Recipient a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and Recipient. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the Recipient with the following minimum information:

a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;

b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;

c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,

d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:
In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:
In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by Recipients and subRecipients.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:
In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by Recipients and subRecipients, and $2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over $100,000):
In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes or regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:
In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:
In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

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1 YEAR ICE MERCHANDISER / SUPPLY AGREEMENT

Agreement made on 11-13, 2017, between WARRICK CO. PARKS Dept of Scales Lake, City of Boonville, County of Warrick, State of IN, hereinafter referred to as Buyer, and The Home City Ice Company, who's local address is 650 E 82nd St, City of Indianapolis, State of IN, hereinafter referred to as Seller.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. The parties agree that this contract will be in full force and affect for (1) one years from the date the parties or their representatives sign the contract.
2. Seller agrees to supply Buyer with all the ice it required for duration of this contract, said ice to be in units of seven (7) pound and twenty-two (22) pound bags. Same price per lb. if unit size changes in weight.
3. Seller agrees to supply Buyer with the necessary number of ice merchandisers to store and merchandise ice. The ice merchandiser(s) are located on Buyer's property in the following general location(s): Scales Lake Park; 800 W. Tennyson Road; Boonville, IN 47601
4. Seller agrees to install, repair, and service all merchandisers it supplies Buyer for the duration of this contract.
5. Seller agrees to sell seven and twenty-two pound units to Buyer at the price of .25 and _____ respectively for (1) one year. Same price per lb. if unit size changes in weight.
6. Seller agrees to replace any ice destroyed as the result of a faulty merchandiser during the duration of this contract. The parties to this contract agree that Seller is not responsible for any loss of ice resulting from power outages or for any consequential damages in any case.
7. Buyer acknowledges that Seller must incur substantial expenses in purchasing and servicing merchandisers for the use of Buyer.
8. In consideration of the above recited covenants and stipulations, Buyer promises to buy bagged ice exclusively from Seller for the duration of this contract.
9. All specific terms and considerations of this agreement are to be kept confidential and may only be discussed between participating parties.
10. This contract applies to the following Buyer's business locations: _____
    1401141623 (Account #) for Scales Lake Park (address in #3 above.
11. Seller and Buyer agree to the following additional consideration: _____

Buyer: Warrick County Parks Department
by Warrick County Commissioners

Authorized Acceptance Signature — Date: 12-11-2017
Marlin Weisheit, President — Telephone: 812-897-6120
Print Name / Title

WARRICK CO. PARKS DEPT Scales Lake PK Boonville — 1401141623
Print Customer Name, — Account #

800 W Tennyson Rd Boonville IN 47601
Address, City, State, and Zip Code

Seller:

Authorized Representative Seller — Date: 11-13-17
Aaron Binder
Division Sales Manager

WARRICK COUNTY COMMISSIONERS ORDINANCE 2017-34

WHEREAS, Indiana Code 5-10-6-1 provides that the Warrick County Board of Commissioners shall, by ordinance, establish dates designated to be Holidays for the year;

NOW, THEREFORE, be it ordained by the Warrick County Board of Commissioners that said Board establishes the following days as legal holidays for the year 2018:

OBSERVED

New Year's Day	Monday	January 1
Martin Luther King, Jr. Day	Monday	January 15
President's Day	Monday	February 19
Good Friday	Friday	March 30
Primary Election	Tuesday	May 8
Memorial Day	Monday	May 28
Independence Day	Wednesday	July 4
Labor Day	Monday	September 3
General Election	Tuesday	November 6
Veterans' Day	Monday	November 12
Thanksgiving Break	Thu-Fri	November 22 & 23
Christmas Eve & Christmas	Mon-Tue	December 24 & 25
New Year's Eve	Monday	December 31

This Ordinance passed and ordained this 11th day of December, 2017.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Marlin Weisheit, President

Dan Saylor, Vice-President

Robert H. Johnson, Jr., Member

ATTEST:

Deborah K. Stevens, Auditor

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COPY

ORDINANCE 2017-33

AN ORDINANCE ESTABLISHING THE WARRICK COUNTY TOURISM COMMISSION

WHEREAS, the Warrick County Council has levied a Uniform County Innkeeper's Tax in Warrick County (hereinafter, "County") pursuant to Indiana Code § 6-9-18-3 and effective January 1, 2018; and

WHEREAS, Indiana Code § 6-9-18-5 provides that the County Executive shall create a commission to promote the development and growth of the convention, visitor, and tourism industry in the County where a Uniform County Innkeeper's Tax is levied by the County Council pursuant to Indiana Code § 6-9-18-3; and

WHEREAS, the County desires to establish such a commission to promote the development and growth of the convention, visitor, recreation and tourism industry in the County; and

WHEREAS, the Board of Commissioners of Warrick County have determined the establishment of such a commission is in the best interest of the County and its citizens and taxpayers.

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

The Code of Ordinances of Warrick County, Indiana, is hereby amended to include a new Section 33.90 entitled "Warrick County Tourism Commission" as follows:

33.90 *Establishment of Warrick County Tourism Commission.* There is hereby established a Warrick County Tourism Commission (hereinafter, the "Commission") to promote, assist and encourage the development and growth of the convention, visitor, recreation and tourism industries in Warrick County, Indiana.

33.91 *Nomination of Commission Members.* The Commission shall consist of nine (9) members who shall be nominated as follows:

(A) Four (4) members shall be nominated by the Board of Commissioners of Warrick County, with no more than three (3) members affiliated with the same political party;

(B) Three (3) members shall be nominated by the Warrick County Council, with no more than two (2) nominations affiliated with the same political party;

(C) One (1) member shall be nominated by the Mayor of the City of Boonville, as provided by Indiana Code § 6-9-18-5; and

(D) One (1) member shall be nominated by the President of the Town Council of the Town of Newburgh; and

All nominations to the Commission shall be submitted to the Board of Commissioners by January 1st of each year, and are subject to the approval of the Board of Commissioners who shall appoint those nominated to serve after verifying membership criteria and eligibility as provided below in Section 33.92. The Board of Commissioners shall take all efforts to appoint Commission members to insure the membership will best serve the tourism interest of Warrick County.

33.92 *Commission Membership.* The Board of Commissioners shall appoint the members of the Commission based upon the nominations submitted and applying the following guidelines no later than January 15th of each year:

(A) At least five (5) of the members must be engaged in convention, visitor, recreation or tourism businesses or involved in promoting conventions, visitors, recreation or tourism events within Warrick County, including representatives of non-profits that regularly sponsor and promote events that are likely to generate tourism to Warrick County.

(B) At least two (2) of the members of the Commission must be engaged in the business of renting or furnishing rooms, lodging, or accommodations as described in Indiana Code § 6-9-18-3 within Warrick County.

(C) No more than one (1) representative of the same business entity or commercial enterprise shall be on the Commission at any time. This provision does not apply to non-profit and charitable organizations.

(D) No more than five (5) of the members of the Commission may be affiliated with the same political party.

(E) Each Commission member must reside in Warrick County.

(F) There shall be no limits on the number of Commission members who are residents of any particular township of Warrick County.

The Board of Commissioners may reject a nomination to the Commission if the nomination would prevent the Commission membership from complying with the above rules. In that event, the Board of Commissioners may either request the nominating body to nominate an alternative individual for consideration or appoint an alternative member that will comply with the above rules.

33.93 *Terms of Office of Commission Members.* The Board of Commissioners, upon appointing the original Commission members shall assign an initial term of two (2) years to five (5) members, and an initial term of one (1) year to four (4) members. Upon the initial terms expiring and thereafter, the term of office for each member of the Commission shall be two (2) years. Members may serve on no more than four (4) consecutive terms at a time. If a vacancy occurs,

Commissioner's Ordinance 2017-33

the Board of Commissioners shall appoint a qualified person to serve for the remainder of the term. If an appointment is not made by February 1 of any year or a vacancy is not filled within thirty (30) days, the Commission shall appoint a member by majority vote subject to the approval of the Board of Commissioners.

33.94 *Removal of Commission Members for Cause.* A member of the Commission may be removed for cause by the Board of Commissioners of Warrick County.

33.95 *Reimbursement of Commission Members.* Commission members shall not receive a salary. However, Commission members are entitled to reimbursement for necessary expenses incurred in the performance of their respective duties as may be determined by the Commission.

33.96 *Powers of Commission.* The powers of the Commission are those set out in Indiana Code § 6-9-18-6, which include the authority:

33.96.01 To accept and use gifts, grants, tax revenues and other contributions from any public or private source, under terms and conditions that the Commission considers necessary and desirable;

33.96.01 To sue and be sued;

33.96.02 To enter into contracts and agreements, including:
a. The hiring of legal counsel, financial accounting services, marketing and promotion services, and/or other professional advisors; and
b. The ability to contract with the Warrick County Chamber of Commerce for the hiring of staff, including a part-time Executive Director of the Commission;

33.96.03 To make rules necessary for the conduct of its business and the accomplishment of its purposes;

33.96.04 To receive and approve, alter, or reject requests and proposals for funding by qualified organizations described under subdivision (6);

33.96.05 To transfer money, after approval of a request or proposal from a qualified organization, from time to time from the Warrick County Convention, Visitors and Tourism Fund (Fund 7304—Innkeeper's Tax Collection), or from money transferred from that Fund to the Commission's treasurer, to any Indiana not-for-profit corporation to promote and encourage conventions, visitors, recreation or tourism events in the County; and

33.96.06 To require financial or other reports from any party or entity that receives funds from the Commission.

Commissioner's Ordinance 2017-33

33.97 *Oath of Commission Members.* Each Commission member, before entering his or her duties, shall take an oath of office in the usual form, to be endorsed upon his certificate of appointment and promptly filed with the Clerk of the Warrick County Circuit Court.

33.98 *Annual Organizational Meetings of Commission.* The Commission shall meet within ninety (90) days of January 1, 2018 for purposes of organization and shall further meet after January 1 each year thereafter for its annual meeting. The Commission shall elect one (1) of its members president, another vice president, another secretary, and another treasurer. The members elected to those offices shall perform the duties pertaining to the offices. The first officers chosen shall serve from the date of their election until their successors are elected and qualified. A majority of the Commission constitutes a quorum, and the concurrence of a majority of the Commission is necessary to authorize any action.

33.99 *Purposes of the Commission.* The purpose of the Commission shall be to promote, assist and encourage the development and growth of the convention, visitor, recreation, and tourism industry in Warrick County, in accordance with Indiana Code § 6-9-18-5.

33.100 *Awarding of Grants.* Each year, the Commission shall set aside a certain sum, determined by the Commission, to be granted to not-for-profit organizations for the creation, development, and/or publication of brochures, pamphlets, graphic artwork, websites, and/or other materials that help not-for-profit organizations promote their events and operations and thereby encourage visitors and tourists to visit the County.

33.101 *Quarterly Report to the Commissioners and Budget.* The Commission shall prepare and deliver a report, no less frequently than quarterly, to the Board of Commissioners of Warrick County as to the status of the development and growth of the convention, visitor, recreation, and tourism industries in the County. The Commission shall also prepare an annual budget proposal for review and approval by the County Council.

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 11th day of December, 2017.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Marlin Weisheit, President

Dan Saylor, Vice President

Robert H. Johnson, Jr., Member

Commissioner's Ordinance 2017-33

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

COPY

ORDINANCE 2017-34

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF WARRICK COUNTY, INDIANA TO ADD NEW SECTION 37.43 BULK FORM ACCESS TO COUNTY RECORDER DOCUMENTS

WHEREAS, the Indiana General Assembly has enacted P.L. 127-2017 (SEA 505-2017), SECTION 37 amending Ind. Code 36-2-7-10.1, concerning bulk form access to County Recorder Documents, effective July 1, 2017; and

WHEREAS, Ind. Code 36-2-7-10.1(b), as amended, requires that the County Executive establish by ordinance the manner and form in which the County Recorder may provide bulk form copies to bulk users; and

WHEREAS, Ind. Code 36-2-7-10.1(c) requires a finding by the County Executive for the County Recorder to recover the Recorder's costs of providing bulk form copies if such costs exceed ten cents ($0.10) per page; and

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

The Code of Ordinances of Warrick County, Indiana, is hereby amended to include a new Section 37.43, entitled "Bulk Form Access to County Recorder Documents" as follows:

(A) *Definitions.*

The definitions set forth in Ind. Code 36-2-7-10.1 are hereby incorporated and include, without limitation, the following:

(1) "Bulk Form Copy" or "Bulk Form Copies" means an aggregate of:
  (a) Copies of all recorded documents received by the County Recorder for recording in a calendar day, week, month, or year;
  (b) The indices for finding, retrieving, and viewing all recorded documents received by the County Recorder for recording in a calendar day, week, month, or year; or
  (c) Both clauses (a) and (b).
(2) "Bulk Form User" means an individual, corporation, partnership, limited liability company, or unincorporated association that receives Bulk Form Copies under a contract with the County Recorder.
(3) "Copy" or "Copies" means a reproduction, including an image of a recorded document or indices created by:
  (a) Duplicating electronically stored data onto a disk, tape, drum, or any other medium of electronic data storage; or
  (b) Reproducing on microfilm.
(4) "Indices" means all of the indexing information used by the County Recorder for finding, retrieving, and viewing a Recorded Document.

(5) "Recorded Document" means a writing, paper, document, plat, map, survey, or anything else received at any time for recording or filing in the public records maintained by the County Recorder or the County Recorder's designee.

(B) *County Recorder Designee.*

The County Recorder may use the services of a third-party designee to provide Bulk Form Copies to Bulk Form Users under this Section.

(C) *Manner and Form of Bulk Form Copies.*

The County Recorder or the County Recorder's designee may provide Bulk Form Copies to a Bulk Form User on a disk, tape, drum, or any other medium of electronic data storage or microfilm or by electronically transmitting the copies using an electronic transfer process or any combination thereof. The decision as to the manner of providing Copies under this subsection shall be at the discretion of the County Recorder.

(D) *Watermark on Bulk Form Copies.*

The County Recorder or the County Recorder's designee shall watermark all Bulk Form Copies with the following statement:

Image Property of Warrick County, IN.
For License Only – Not for Resale per Ind. Code 36-2-7-10.1(c).
Official Copies May Be Obtained at the Warrick County Recorder's Office.

(E) *Written Request of Bulk Form Copies.*

A Bulk Form User must submit a written request identifying the requested Copies with reasonable particularity in order to receive Bulk Form Copies from the County Recorder or the County Recorder's designee.

(F) *Contract for Bulk Form Copies.*

A Bulk Form User must enter into a contract with the County Recorder prior to receiving Bulk Form Copies that is in compliance with the requirements of this Section and Ind. Code 36-2-7-10.1 and must require that the Bulk Form User agree not to:

(1) Except as provided in Ind. Code 36-2-7-10.1(h), provide, transfer, or allow the transfer of any copy of a Recorded Document obtained by the Bulk Form User under this Section to a third party;
(2) Engage in unauthorized access to Recorded Documents; and
(3) Engage in the unauthorized alteration of Recorded Documents.

If a Bulk Form User violates its contract entered into with the County Recorder under this Section, the County Recorder or the County Recorder's designee may terminate such

contract and refuse subsequent Bulk Form Copy requests under the conditions set forth in Ind. Code 36-2-7-10.1(j).

(G) *Prohibited Actions of Bulk Form User.*

Except as permitted under Ind. Code 36-2-7-10.1(h), a Bulk Form User is prohibited from selling, offering for sale, advertising for sale, soliciting a purchase of, loaning, giving away, allowing subscription service to, or otherwise transferring, providing, or allowing the transfer of Bulk Form Copies for commercial purposes to a third party, whether the Copies are in Bulk Form or individual Copies or images.

(H) *Bulk Form Copy Fee.*

Having determined that the costs of producing Bulk Form Copies exceeds ten cents ($0.10) per page, the fee for producing Bulk Form Copies shall be fifteen cents ($0.15) per page for a Bulk Form Copy of a Recorded Document, including the instrument's book and page, if applicable, and fifteen cents ($0.15) per Recorded Document for a Copy of the Indices used by the County Recorder for finding, retrieving, and viewing a Recorded Document. Any revenue generated under this Section shall be deposited in the County Recorder's Records Perpetuation Fund, used by the County Recorder in accordance with Ind. Code 36-2-7-10(f), and otherwise comply with the requirements of Ind. Code 36-2-7-10.1(f).

(I) *Civil Fine for Violation of this Section.*

In addition to any contractual remedies the County Recorder or the County Recorder's designee may have, a Bulk Form User who violates this Section shall also be subject to a civil fine of not more than two thousand five hundred dollars ($2,500) per violation.

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 11th day of December, 2017.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Marlin Weisheit, President

Dan Saylor, Vice President

Robert H. Johnson, Jr., Member

Commissioners' Ordinance 2017-34

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	196.15
ANGELA D WILDER	75.00
AT&T	629.98
BARBARA PRYOR	75.00
BLANKENBERGER BROS INC	343,377.91
BMB, INC	750.00
BOONVILLE NOW	3,322.00
BRADSHAW, JASON	310.00
CANDLEWOOD SUITES	790.00
CATHY OSER	100.00
CELLEBRITE INC.	3,700.00
CENTRIC TECHNOLOGIES	295.00
DEBORAH K STEVENS	22.41
DEIG BROS LUMBER & CONST	39,572.00
ECONOMIC DEV COALITION OF SW IN	1,666.00
EVANSVILLE WATERWORKS DEPT	38.06
FIBER UTILITIES GROUP	14,775.00
FIDLAR TECHNOLOGIES INC	30.00
FIRST ADVANTAGE INSURANCE	1,106.00
FIRST BANKCARD	4,895.49
GARRY SLANKARD	75.00
GUY GENTRY	50.00
HEALTH RESOURCES INCORPORATED	8,133.42
HOLLY KEY	250.00
INDIANA DEPARTMENT OF WORKFORCE DEVELOPM	1,278.34
JACK SHREVE	75.00
JEFF WILLIS	50.00
JEFFREY L VALIANT	50.00
JERRY AIGNER CONSTRUCTION,INC.	25,200.00
JOHNSON, MEAGAN	1,200.00
JSK ASSOCIATES INC	2,025.00
JW MARRIOTT	428.00
KELLER SHROEDER	12,004.00
LEADS ONLINE	2,848.00
LIEBERMAN TECHNOLOGIES	500.00
M&M INVESTMENT GROUP, LLC	21,201.18
MADOLYN O'NEAL	41.25
MCDONALD LAW OFFICE	982.00
MEDICAL BENEFITS ADMINISTRATORS, INC.	114,781.27
METZGER CONSTRUCTION CO INC.	21,064.46
MORLEY & ASSOCIATES INC.	35,631.07
MOUNTS ELECTRIC INC.	1,363.84
MULZER CRUSHED STONE, INC.	4,735.11
MUTUAL OF OMAHA	7,619.16
O'NEAL, MADOLYN	250.00
OLD NATIONAL BANK - BONDS	350.00
OLSEN & WHITE ATTORNEYS	28.00
PAT BROOKS	50.29
PATRICIA PERRY	100.00
PICTOMETRY INTERNATIONAL CORP	1,833.33
RICHARD I KIXMILLER	75.00
RICOH USA INC	20.65
RQAW CORPORATION	4,365.41
RUDISILL, BARRY WAYNE	87.00
SRI INC	8,125.62
ST. VINCENT OCCUPATIONAL	50.00
STOLL KEENON OGDEN PLLC	7,482.38
THE LANG COMPANY	16.03
TIME WARNER CABLE	178.48
TREASURER STATE OF INDIANA	34,827.56
TYLER TECHNOLOGIES, INC	10,870.00
U.S. BANK	357.61
UNIFIRST CORPORATION	150.63
UNITED CONSULTING ENGINEERS	28,677.34
VECTREN ENERGY DELIVERY	15,088.42
VERIZON WIRELESS	90.03
VIRTRU CORPORATION	5,399.80
WABASH VALLEY SERVICE CO	6,574.81
WARRICK CO DEPT OF PARKS & REC	652.39
WARRICK COUNTY TREASURER	609.09
WARRICK PUBLISHING CO	71.61
WARRICK SOLID WASTE MGT DIST	256.95
WARRICK WELLNESS PATHWAYS	200,000.00
WEX BANK	176.48
WOW! BUSINESS	460.63
WTH TECHNOLOGY, INC.	900.00
ALPHA LASER SERVICES	642.16
AMERICAN FINANCIAL CREDIT SERVICES INC	26.63
B-HIVE PRINTING	83.00
BOONVILLE NATURAL GAS CORP.	495.33
BOONVILLE UTILITIES	4,544.37
BRADSHAW, JASON	200.00
BRETT M ROY	3,516.75
CLERK - WARRICK COUNTY SUPERIOR COURT	62.50
CLERK-TREASURER--BOONVILLE	8,415.25
CLERK-TREASURER--CHANDLER	4,335.78
CLERK-TREASURER--ELBERFELD	982.84
CLERK-TREASURER--LYNNVILLE	1,238.85
CLERK-TREASURER--NEWBURGH	4,997.72
CLERK-TREASURER--TENNYSON	416.78
TEAMSTERS LOCAL #215	2.00
DAVID HEAL	99.88

DAVID THOMAS	1,149.88
DEACONESS HOSPITAL, INC.	98,000.00
DELTA PROPERTIES LLC	1,613.60
DIVISION OF CHILD SUPPORT	104.00
FIFTH THIRD BANK	379.80
FRONTIER	294.26
FUHS, JENNIFER	250.98
GALLS, LLC	243.93
GEM CHEMICAL COMPANY, INC.	38.52
GREG A GRANGER	30.51
HAFER ASSOCIATES INC.	20,941.00
LAW OFFICE OF JONATHAN M YOUNG	757.50
MARTIN & MARTIN, INC.	5,312.50
MATTHEW BENDER & CO INC	2,556.84
MELODY NELSON	172.00
METZGER CONSTRUCTION CO INC.	5,057.17
MULZER CRUSHED STONE, INC.	20,003.12
PAUL KRUSE	305.36
PELLA WINDOWS AND DOORS	85.00
PHILLIPS, BRENNAN	2,656.25
REDWOOD TOXICOLOGY LABS	1,540.00
RICOH USA INC	35.20
SABRE INVESTMENTS, LLC	2,181.17
SHERRY SMITH	1,770.84
SPENCER COUNTY CLERK	30.00
SPRINT	1,005.72
STAPLES CREDIT PLAN	24.95
STORAGE GUARDIAN	49.57
THE AMERICAN CRIMINAL JUSTICE INSTITUTE	135.00
THE LANG COMPANY	41.12
THOMSON REUTERS	1,794.78
TREASURER OF STATE	950.00
U.S. BANK	119.23
UNIFIRST CORPORATION	44.99
VECTREN ENERGY DELIVERY	1,676.19
VERIZON WIRELESS	120.04
WABASH VALLEY SERVICE CO	13,738.50
WARREN MATHIES	1,770.84
WARRICK COUNTY TREASURER	87,584.16
XEROGRAPHIC BUSINESS SYSTEM	129.76
ZIEMER STAYMAN WEITZEL SHOULDERS	1,250.00
ACKERMAN OIL CO INC	898.75
AIGNER HARDWARE	784.06
AIRGAS USA, LLC	414.89
ALEXANDER FUNERAL HOME--EAST	100.00
ALPHA LASER SERVICES	635.93
ALTSTADT'S	399.51

ARAB	165.00
ARCHITECTURAL SALES, INC.	120.00
AS2, INC.	279.00
ASSOC IN PROSECUTING ATTORNEYS	39.00
AUTO WHEEL AND RIM SERVICE	44.92
B-HIVE PRINTING	99.87
BEST ONE TIRE & SERVICE	1,195.00
BREWER FARMS	3,316.50
CARTER LUMBER	2,133.78
CARTER LUMBER CO	45.29
CDW GOVERNMENT, INC.	503.87
CHRISTOPHER J KIEFER	2,000.00
DAVID MATTHEWS ASSOCIATES	1,700.00
EMERGENCY PROF OF INDIANA PC	242.13
FARRIS REPORTING	157.00
FORTERRA PIPE & PRECAST-MIDWEST REG US	2,550.00
GARCIA LAB	19.00
GEM CHEMICAL COMPANY, INC.	266.73
GRAINGER	392.07
HALL SIGNS,INC.	3,295.57
HAMLIN EQUIPMENT RENTAL	14.00
HINDERLITER CONSTRUCTION, INC.	906.55
IMPCO	628.80
INDIANA ECONOMIC DEVELOPMENT ASSOCIATION	245.00
INDIANA STATE POLICE TRNG.FUND	412.00
INTOXIMETERS INCORPORATED	206.50
J & J SUPPLY, INC.	3,036.36
J.E. SHEKELL, INC.	479.81
JACK A CLARK III	650.00
KENDALL LLC	6,301.79
KENWAY DISTRIBUTORS INC	176.00
LAW CHEVROLET BUICK PONTIAC	515.98
LAWMAN SECURITY AND COUSULTING LLC	250.00
MATRIX LABEL SYSTEMS INC	130.30
MCKESSON MEDICAL-SURGICAL INC.	4,393.41
MEUTH CONSTRUCTION	1,274.25
MICROVOTE GENERAL CORPORATION	48.00
MONROE SYSTEMS FOR BUSINESS	217.85
NAT'L ASSOC SCHOOL RESOURCE OFFICERS	40.00
NIX SANITARY SERVICE	210.00
O'REILLY AUTO PARTS	172.11
OFFICE DEPOT, INCORPORATED	715.57
ONYETT FABRICATORS, INC.	500.00
QUILL CORPORATION	882.15
RABEN TIRE COMPANY INC	728.25
SENTINEL OFFENDER SERVICES LLC	229.40
SIEGELS	1,463.74

SOUTHEASTERN EQUIPMENT CO.,INC	577.09
STAPLES	247.63
SUBSCRIBER RENEWALS	30.00
TELE/DATA COMMUNICATIONS OF IN	347.20
THE SERVANTS, INC	375.30
TRANE SUPPLY	1,303.68
TRANE U. S. INC.	6,614.28
VANDERBURGH COUNTY CORONER	100.00
WARRICK AUTOMOTIVE SUPPLY	884.32
WARRICK COUNTY ANIMAL CONTROL	100.00
WARRICK COUNTY TREASURER	34.97
WARRICK PUBLISHING CO	4.55
WHAYNE SUPPLY CO.INC.	3,633.69
Grand Total:	$ 1,370,004.11

I hereby certify that each of the above listed vouchers and the invoices, or the bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6, December 11th, 2017. IC 5-11-10-2 permits the governing body to sign the accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing. We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, in the total amount of: $1,370,004.11 Dated this 11th day of December, 2017. Debbie Stevens, Auditor of Warrick County

Marlin Weisheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

Warrick County Claims for Payment

RoadSafe Traffic Systems, Inc.	$ 35,115.72
Fifth Third Bank (Paid to avoid late fees.)	$ 379.80
First Bankcard (Due: December 25th, 2017.)	$ 632.50
Grand Total:	$ 36,128.02

Marlin Weisheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

Contract No:R -30473 Change Order No.: 009

INDIANA Department of Transportation Page: 1

Construction Change Order and Time Extension Summary

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

Change Order Information Change Order No.: 009 EWA: Y or Force Acct: N
Date Generated: 10/03/2017 Date Approved: 00/00/0000
Reason Code: CHANGED COND, Constructability Related
Description: IAW Revisions

Original Contract Amount	$ 6,072,995.00	
Current Change Order Amount	$ 12,326.14	Percent: 0.203 %
Total Previous Approved Changes	$ 65,847.53	Percent: 1.084 %
Total Change To-Date	$ 78,173.67	Percent: 1.287 %
Modified Contract Amount	$ 6,151,168.67	

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

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

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

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

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

Contract No:R -30473 Change Order No.: 009

INDIANA Department of Transportation Page: 2

Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -30473
Change Order No:009

INDIANA
Department of Transportation

Date:11/27/2017
Page: 3

Contract: R -30473
Project: 0500636 - State:0500636
Change Order Nbr: 009
Change Order Description: IAW Revisions
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment		Amount Change
0015	0500636	0015	202-00541	EACH	150.000	7.000	C	Amount:$	1,050.00
Item Description: REMOVE Supplemental Description1: , METER PIT Supplemental Description2:									
0016	0500636	0016	202-97009	EACH	400.000	-1.000	C	Amount:$	-400.00
Item Description: FIRE HYDRANT ASSEMBLY, REMOVE Supplemental Description1: Supplemental Description2:									
0072	0500636	0072	715-02388	EACH	650.000	-8.000	C	Amount:$	-5,200.00
Item Description: WATER MAIN Supplemental Description1: , CUT AND CAP Supplemental Description2:									
0073	0500636	0073	715-02433	EACH	1,100.000	-8.000	C	Amount:$	-8,800.00
Item Description: VALVE, WITH BOX, RESTRAINED GATE, DUCTILE IRON, 12 IN. Supplemental Description1: Supplemental Description2:									
0074	0500636	0074	715-02632	EACH	920.000	-3.000	C	Amount:$	-2,760.00
Item Description: VALVE, WITH BOX, RESTRAINED GATE, DUCTILE IRON, 8 IN. Supplemental Description1: Supplemental Description2:									
0075	0500636	0075	715-03053	EACH	1,150.000	7.000	C	Amount:$	8,050.00
Item Description: METER PIT Supplemental Description1: Supplemental Description2:									
0076	0500636	0076	715-04955	LFT	30.000	375.900	C	Amount:$	11,307.00
Item Description: WATER SERVICE LINE Supplemental Description1: Supplemental Description2:									
0094	0500636	0094	715-93913	LFT	234.000	-25.850	C	Amount:$	-6,046.90
Item Description: WATER MAIN, 8 IN. Supplemental Description1: Supplemental Description2:									
0095	0500636	0095	715-98165	LFT	83.500	125.300	C	Amount:$	10,462.55
Item Description: WATER MAIN, 12 IN. Supplemental Description1: Supplemental Description2:									
0193	0500636	0193	715-07806	LFT	130.000	17.000	C	Amount:$	2,210.00
Item Description: PIPE STEEL CASING Supplemental Description1: , 24 IN.									

Contract No:R -30473
Change Order No:009

INDIANA
Department of Transportation

Date:11/27/2017
Page: 4

Supplemental Description2:

0203	0500636	0198	715-02907	LFT	17.460	-13.100	C	Amount:$	-228.72
Item Description: WATER LINE 6 IN Supplemental Description1: , DUCTILE IRON Supplemental Description2:									
0211	0500636	0211	715-92544	LFT	45.050	58.600	C	Amount:$	2,684.22
Item Description: WATER MAIN 12 IN DUCTILE IRON Supplemental Description1: Supplemental Description2:									

Total Value for Change Order 009 = $ 12,326.14

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

Change Order #9 is to adjust quantities and add one revision to the Indiana American Water relocations completed by BSI. All of these items are non-participating and funded 100% by Indiana American Water. Adjustment 1. CLN 0015, CLN 0075, CLN 0076 - This additional quantity accounts for replacing all existing meter pits per Indiana American Water request. Adjustment 2. CLN 0016, 0072, 0073, 0074, 0094, 0095, 0203 these quantities underran or overran planned quantity. Revision 1. Per Indiana American Water request, 24in. casing was used at the culvert from Sta. 276+07 - 276+84 RT for ease of future maintenance. The 12in. ductile iron price is for BSI to purchase and furnish DIP at the culvert in lieu of TR Flex Ductile iron pipe supplied by Indiana American Water.

Change Order Explanation for Specific Line Item

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

Contractor: JBI CONSTRUCTION, INC. Signed By:

Date: 12/5/17

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

Contract No:R -30473
Change Order No:009

INDIANA
Department of Transportation

Date:11/27/2017
Page: 5

(SIGNATURE) APPROVED FOR LOCAL PUBLIC AGENCY (TITLE) (DATE)

(SIGNATURE) (TITLE) (DATE)

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status

Price, Tyler

From: Meeks, Nickolas W <NMeeks@indot.IN.gov>
Sent: Tuesday, December 05, 2017 8:01 AM
To: Price, Tyler
Subject: RE: R-30473 Change Order #9

Tyler,

Thanks, if the county is approving it I am fine with it.

Thanks,

Nickolas Meeks
Project Manager
3650 South U.S. Highway 41
Vincennes, IN 47591
Office: (812)-895-7397
Cell : (812)-881-1186
Email: NMeeks@indot.IN.gov

Click Here To Sign Up for INDOT Project Email and Text Alerts!

From: Price, Tyler [mailto:tprice@structurepoint.com]
Sent: Monday, December 04, 2017 3:44 PM
To: Meeks, Nickolas W <NMeeks@indot.IN.gov>
Cc: Schum, Curt <CSCHUM@indot.IN.gov>; bhoward@warrickcounty.gov; Steve Sherwood (ssherwood@warrickcounty.gov) <ssherwood@warrickcounty.gov>; Bachl, Jamie <jbachl@structurepoint.com>
Subject: R-30473 Change Order #9

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Nickolas,

Attached is Change Order #9 for R-30473 Lincoln Avenue Phase III. This change order is for the non-participating items for the Indiana American Water relocations but I wanted to give you a chance for your review/comment before approving. Warrick County plans to approve at their December 11, 2017 Commissioner's Meeting.

Thanks,

Tyler

R-30473 Lincoln Avenue Phase III
Indiana American Water Relocation Bid Items

CLN	Item Name	Unit	Unit Price	Quantity	Total
0002	Construction Engineering, Water Main Relocation	LS	$5,500.00	1.00	$5,500.00
0011	Mob and Demob, Water Main Relocation	LS	$56,000.00	1.00	$56,000.00
0013	Clearing Right of Way, Water Main Relocation	LS	$15,700.00	1.00	$15,700.00
0015	Remove, Meter Pit	EA	$150.00	28.00	$4,200.00
0016	Fire Hydrant Assembly, Remove	EA	$400.00	5.00	$2,000.00
0062	Tapping Sleeve with Valve	EA	$4,200.00	3.00	$12,600.00
0072	Water Main, Cut and Cap	EA	$650.00	11.00	$7,150.00
0073	Valve, With Box, Restrained Gate, Ductile Iron, 12 in.	EA	$1,100.00	16.00	$17,600.00
0074	Valve, With Box, Restrained Gate, Ductile Iron, 8 in.	EA	$920.00	9.00	$8,280.00
0075	Meter Pit	EA	$1,150.00	28.00	$32,200.00
0076	Water Service line	LFT	$30.00	1242.90	$37,287.00
0094	Water Main, 8 in.	LFT	$234.00	351.15	$82,169.10
0095	Water Main, 12 in.	LFT	$83.50	5426.30	$453,096.05
0115	Fire Hydrant Assembly	EA	$2,000.00	15.00	$30,000.00
0179	Pipe Steel Casing, 24 in.	LFT	$130.00	0.00	$0.00
0180	Pipe Installation, Trenchless, 12 in.	LFT	$120.00	0.00	$0.00
0183	Pipe Steel Casing, 24 in.	LFT	$130.00	17.00	$2,210.00
0184	Pipe Installation, Trenchless, 12 in.	LFT	$120.00	156.00	$18,720.00
0202	Pipe, Sanitary Sewer, 8"	LFT	$3.70	224.00	$828.80
0203	Water Line, 6", DI	LFT	$17.46	26.90	$469.67
0205	Line Stop, 8" Water Main	EA	$4,986.10	1.00	$4,986.10
0206	Water Main, 12" TR Flex DI	LFT	$20.64	200.00	$4,128.00
TBD	12" Ductile Iron Pipe	LFT	$45.65	58.80	$2,684.22
					$797,808.94
			INDOT Purchase Order #0017810631		$732,304.00
					$42,120.00
					$10,138.80
					$784,562.80
					$13,246.14

JBI CONSTRUCTION, INC.
10325 HIDDEN ROAD
EVANSVILLE, INDIANA 47725
(812) 867-5959
FAX: (812) 867-5993

CHANGE ORDER SUBMITTED TO:
American Structurepoint
Attn: Tyler Price
Email: tprice@structurepoint.com

JOB DESCRIPTION:
INDOT Project: R-30473
Lincoln Ave from Bell Rd to Lenn Rd
Newburgh, IN

Change Order Pricing — July 21, 2017 — *REVISED*

ITEM	DESCRIPTION	U/M	EST. QTY.	UNIT PRICE	TOTAL
TBD	12" Ductile Iron Pipe	LFT	29.00	$45.65	$1,323.85

Change Order Total: $1,323.85

The above change order pricing is for 12" ductile iron pipe for water main at storm sewer crossings at 278+75 per request of IAW. The above price is for material only.
Installed by the Contractor.
See attached correspondence from our Subcontractor, Blankenberger Bros., Inc. for supporting documentation.

Breakdown

	Unit Cost	Admin Costs	Unit Price
Subcontractor (First $3,000):	$41.60	10.00%	$45.65
Subcontractor (Remaining):	$0.00	7.00%	$0.00
		Unit Total:	$45.65

All material to be as specified and the above work performed in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner. Any alteration or deviation from the specifications involving extra costs will be executed only upon written order and will become an extra charge over the above estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on the above work. Workmen's Compensation and public liability insurance provided by JBI Construction, Inc. per INDOT specifications.

Submitted By: Casey A. Kasler Date: July 21, 2017

ACCEPTANCE OF CHANGE ORDER, MUST BE SIGNED & RETURNED BEFORE WORK IS PERFORMED.
The above prices, specifications and conditions are satisfactory and are hereby accepted.

SIGNATURE: _____ Date: _____

If acceptable, please return by fax, or mail, a signed copy of this proposal. Thank you.

Equal Opportunity Employer

BLANKENBERGER BROTHERS INC.
11700 WATER TANK RD.
CYNTHIANA, IN 47612
812-845-2717

7/18/2017

BBI - R-30473 - CHANGE ORDER REQUEST - COR 7 REV1

12" DUCTILE IRON PIPE FOR WATER MAIN AT STORM CROSSING AT 278+75 AND 282+40 PER THE REQUEST OF I.A.W. IN EMAIL DATED 5/24/17. THIS IS FOR MATERIAL ONLY. THE DIP IS NO LONGER NEEDED AT 282+40. THE HORIZONTAL ALIGNMENT HAS BEEN CHANGED TO THE SOUTH OF THE INLET BOXES, DUE TO TIE CONFLICTS WITH THE EXISTING ALIGNMENT

LABOR	HRS	UNIT	X	RATE	=	TOTAL
OPERATOR - FOREMAN	0	HR	X	$ 52.77	=	$ -
OPERATOR - FOREMAN OT	0	HR	X	$ 86.56	=	$ -
OPERATOR	0	HR	X	$ 58.80	=	$ -
OPERATOR - OT	0	HR	X	$ 77.60	=	$ -
LABORER - FOREMAN	0	HR	X	$ 48.23	=	$ -
LABORER - FOREMAN OT	0	HR	X	$ 65.11	=	$ -
LABORER	0	HR	X	$ 42.24	=	$ -
LABORER - OT	0	HR	X	$ 56.14	=	$ -
				TOTAL LABOR		$ -
				MARK-UP - 35%		$ -
				TOTAL LABOR W/MARK-UP		$ -

EQUIPMENT	HRS	UNIT	X	RATE	=	TOTAL
RT BACKHOE - VOLVO BL70	0	HRS	X	$ 40.50	=	$ -
EXCAVATOR - HITACHI EX200LC-5	0	HRS	X	$ 76.00	=	$ -
PICK-UP	0	HRS	X	$ 6.00	=	$ -
AIR COMPRESSOR	0	HRS	X	$ 23.50	=	$ -
				TOTAL LABOR		$ -
				MARK-UP - 35%		$ -
				TOTAL LABOR W/MARK-UP		$ -

SUBCONTRACTORS	HRS	UNIT	X	RATE	=	TOTAL
	0	LFT	X	$ -	=	$ -
				TOTAL SUB		$ -
				MARK-UP - 5%		$ -
				TOTAL LABOR W/MARK-UP		$ -

MATERIALS	QTY	UNIT	X	UNIT PRICE	=	TOTAL
12" PRESS CLASS 350 TYTON JT DUCTILE IRON PIPE	40	FT	X	$ 25.90	=	$ 1,036.00
4 MILL CROSS LAMINATED POLYWRAP 20" LAY FLAT	40	FT	X	$ 0.96	=	$ 38.40
				TOTAL LABOR		$ 1,074.40
				MARK-UP - 32%		$ 128.93
				TOTAL LABOR W/MARK-UP		$ 1,203.33
				TOTAL		$ 1,203.33

NOTES: NEW PAY ITEM

DESCRIPTION	QTY	UNIT	X	UNIT PRICE	=	AMOUNT
12" DUCTILE IRON PIPE	29	FT	X	$ 41.50	=	$ 1,203.50

UTILITY PIPE SALES
"Providing The Flow, Above & Below"

UTILITY PIPE SALES CO.
11802 N. GREEN RIVER ROAD
EVANSVILLE, IN 47725
812-867-7471
Fax: 812-867-7476
Website: www.utilitypipesales.com

QUOTE

Number: Q0037264
Page: 1
Date: 06/29/2017

Sold To (BLANK): BLANK1
Blankenberger Brothers, Inc.
11700 Water Tank Road.
Cynthiana in 47612-9626

Ship To (FOB): 17-06
R-30473A Lincoln Avenue
Water Main Stabil. Job # 17-06
Evansville IN
"BLANKENBERGER BROS."

Customer PO	Ship Date	Salesperson	Terms	Tax Code
17-06	QUOTE	T. BROWN	Net 30 Days	INCOV

Document #	Warehouse	Freight	Ship Via
Q0037264	UTILITY PIPE SALES CO.,INC.	Prepaid	OUR TRUCK ROUTE

Item	Description	Quantity	Unit	Price	Per	Extension
PDIC36012	12", PRESS CLASS 350 TYTON JOINT DUCTILE IRON PIPE	40.00	FT	25.90	FT	1,036.00
BNGFLK12	12" FIELD LOK 350 GASKET FOR DIP	1	EA	192.20	EA	192.20
N-CSS1224	12" X 24" STAINLESS CENTERED RESTRAINED CASING SPACERS	3	EA	78.00	EA	234.00
CES1224	12" X 24" END SEAL	2	EA	75.00	EA	150.00
N-PSC24375	24" .375 WALL STEEL CASING 20' LENGTHS	20	EA	52.56	EA	1,051.20
N-PE76006-BLUE	30" X 220' 12 MIL BLUE POLY WRAP FOR 10"-14" PIPE	1	EA	210.00	EA	210.00

JEFF BUSING
(812)550-2342

QUOTED BY: SB
QUOTED TO: Jim Jessee
EXPIRES:

QUOTE

We appreciate your business!

Merchandise	Add on Charges	Tax	Total
2,873.40	0.00	0.00	2,873.40

QU Q0037264

Note: Current legislation states as of January 4th, 2014 it will be illegal to sell or install any items that are leaded brass in sizes 2" and below for potable water use. Manufacturers have been making this conversion since this legislation was passed. UPSCO will be implementing the following policies effective January 2, 2013. Any leaded brass order will be special ordered for our customers, but will be non-cancellable and non-returnable. UPSCO will no longer accept leaded brass returns for credit or exchange. This matches the policies of our brass suppliers. As of June 1, 2013 brass product manufacturers will stop manufacturing leaded brass products & no leaded brass items will be purchased by UPSO. Utility Pipe Sales Co.

Customer Copy ... Last page

Contract No:R -30473 Change Order No.: 011
Page: 2

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

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

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -30473 INDIANA Date:11/27/2017
Change Order No:011 Department of Transportation Page: 3

Contract: R -30473
Project: 0500636 - State:0500636
Change Order Nbr: 011
Change Order Description: No. 2 Stone
Reason Code: CHANGED COND, Materials Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0210	0500636	0210	205-09543	TON	28.450	733.380	C	Amount:$ 20,864.66

Item Description: NO 2 STONE
Supplemental Description1:
Supplemental Description2:

Total Value for Change Order 011 = $ 20,864.66

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

Change Order 11 is being created to add a Pay Item for No. 2 Stone. The existing subgrade in the Lincoln and Old SR 261 intersection was very soft and required substantial undercutting. It was decided to use No. 2 stone in addition to Compacted Aggregate No. 53 to help resolve this issue.

Change Order Explanation for Specific Line Item

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

Contractor: JBI CONSTRUCTION, INC. Signed By:

Date: 12/5/17

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

Contract No:R -30473 INDIANA Date:11/27/2017
Change Order No:011 Department of Transportation Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE)

(SIGNATURE) (TITLE) (DATE)

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status

Price, Tyler

From: Meeks, Nickolas W <NMeeks@indot.IN.gov>
Sent: Tuesday, December 05, 2017 8:01 AM
To: Price, Tyler
Subject: RE: R-30473 Change Order #11

Thanks for keeping me in the loop

Nickolas Meeks
Project Manager
3650 South U.S. Highway 41
Vincennes, IN 47591
Office: (812)-895-7397
Cell : (812)-681-1186
Email: NMeeks@indot.IN.gov
Indiana

Click Here To Sign Up for INDOT Project Email and Text Alerts!

From: Price, Tyler [mailto:tprice@structurepoint.com]
Sent: Monday, December 04, 2017 3:46 PM
To: Meeks, Nickolas W <NMeeks@indot.IN.gov>
Subject: R-30473 Change Order #11

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Nickolas,

Attached is Change Order #11 for R-30473 Lincoln Avenue Phase III. This one was created to add a pay item for No. 2 Stone used for undercutting. Once again, Warrick County plans to approve at their December 11, 2017 Commissioner's Meeting.

Thanks,

Tyler

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

AMERICAN STRUCTUREPOINT INC.

JBI CONSTRUCTION, INC.
10333 HIDDEN ROAD
EVANSVILLE, INDIANA 47725
(812) 867-5959
FAX: (812) 867-5998

CHANGE ORDER SUBMITTED TO:
American Structurepoint
Attn: Tyler Price
Email: tprice@atructurepoint.com

JOB DESCRIPTION:
INDOT Project: R-30473
Lincoln Ave from Bell Rd to Lenn Rd
Newburgh, IN

Change Order Pricing October 16, 2017

ITEM	DESCRIPTION	U/M	ENT. QTY.	UNIT PRICE	TOTAL
306-09543	NO 2 Stone	TON	TBD	$28.45	TBD

Change Order Total: TBD

The above unit price includes labor, equipment, and materials to install No 2 Stone in undercut areas due to un-stable subgrade. All excavation shall be paid as item #17, Common Excavation.

All material to be as specified and the above work performed in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner. Any alteration or deviation from the specifications involving extra costs will be executed only upon written order and will become an extra charge over the above-estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on the above work. Workman's Compensation and public liability insurance provided by JBI Construction, Inc. per INDOT specifications.

Submitted By: Casey A. Lasher Date: October 16, 2017

ACCEPTANCE OF CHANGE ORDER, MUST BE SIGNED & RETURNED BEFORE WORK IS PERFORMED.
The above prices, specifications and conditions are satisfactory and are hereby accepted.
SIGNATURE: _____ Date: _____

If acceptable, please return by fax, or mail, a signed copy of this proposal. Thank you.

Equal Opportunity Employer

Contract No:R -30473 Change Order No.: 011
Page: 1

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

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

Change Order Information Change Order No.: 011 EWA: Y or Force Acct: N
Date Generated: 00/00/0000 Date Approved: 00/00/0000
Reason Code: CHANGED COND, Materials Related
Description: No. 2 Stone

Original Contract Amount	$ 6,072,995.00	
Current Change Order Amount	$ 20,864.66	Percent: 0.344 %
Total Previous Approved Changes	$ 65,847.53	Percent: 1.084 %
Total Change To-Date	$ 86,712.19	Percent: 1.428 %
Modified Contract Amount	$ 6,159,707.19	

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

Contract No:R -30473 Change Order No.: 012
Page: 1

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

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

Change Order Information Change Order No.: 012 EWA: Y or Force Acct: N
Date Generated: 11/21/2017 Date Approved: 00/00/0000
Reason Code: CHANGED COND, Constructability Related
Description: STR 166 Revision

Original Contract Amount	$ 6,072,995.00	
Current Change Order Amount	$ -1,157.94	Percent: -0.019 %
Total Previous Approved Changes	$ 65,847.53	Percent: 1.084 %
Total Change To-Date	$ 64,689.59	Percent: 1.065 %
Modified Contract Amount	$ 6,137,684.59	

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

Contract No:R -30473 Change Order No.: 012
Page: 2

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

Field Engineer _____ Date _____

Comments:

Contract No:R -30473 INDIANA Date:12/04/2017
Change Order No:012 Department of Transportation Page: 3

Contract: R -30473
Project: 0500636 - State:0500636
Change Order Nbr: 012
Change Order Description: STR 166 Revision
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Summit		Amount Change
0104	0500636	0104	720-45045	EACH	2,300.000	-1.000	C	Amount:\$	-2,300.00
Item Description: INLET, J10									
Supplemental Description1:									
Supplemental Description2:									
0212	0500636	0212	720-01894	EACH	1,142.080	1.000	C	Amount:\$	1,142.08
Item Description: CASTING FURNISH AND ADJUST TO GRADE									
Supplemental Description1: Type 13									
Supplemental Description2:									

Total Value for Change Order 012 = \$ -1,157.94

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

Change Order #12 is for Revisions to Structure 166. The original plans called for the replacement of this inlet box due to the ADA curb ramp on the SW corner of Bell Road. In the field it was determined that the inlet was not in conflict with the curb ramp and only needed to have the casting switched. This Change Order will deduct the J10 inlet and add a Type 13 casting to be installed and adjusted to grade on Structure 166.

Change Order Explanation for Specific Line Item

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

Contractor: J&L CONSTRUCTION, INC. Signed By:

Date: 12/5/17

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

Contract No:R -30473 INDIANA Date:12/04/2017
Change Order No:012 Department of Transportation Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE)

(SIGNATURE) (TITLE) (DATE)

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status

1755RET

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

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

WARRCOMM 17-55 Net 30 11/27/17 1