WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
December 27, 2017
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

Marlin Weisheit: Thank you.

AREA PLAN COMMISSION

Marlin Weisheit: We have no Area Plan tonight.

APPROVAL OF MINUTES

Marlin Weisheit: So we'll go on to Approval of Minutes from our December 11th meeting.

Dan Saylor: I make a motion to approve the Minutes for December 11, 2017 Regular Session.

Bob Johnson: I second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

ITEMS FOR DISCUSSION
AWARDING BID FOR BLIGHT ELIMINATION PROGRAM SET #6

Marlin Weisheit: Items for Discussion, Debbie Bennett-Stearsman's here from the Coalition to discuss Awarding Bid of Bid Set #6 that we took under advisement from our last meeting.

Debbie Bennett-Stearsman: Good afternoon, Debbie Bennett Stearsman with the Economic Development Coalition. On December 11th we took bids for Warrick County BEP Bid Set #6 and that included fourteen (14) homes slated for demolition. We had two (2) bidders, Jerry Aigner Construction and NAAS & Sons, LLC. After reviewing the bids, the apparent low bidder is Jerry Aigner Construction for a total lump sum bid of one hundred seventy-five thousand two hundred fourteen dollars ($175,214.00). And I am making a recommendation that the Commissioners approve, award the contract to Jerry Aigner Construction in the total lump sum bid of one hundred seventy-five thousand two hundred and fourteen dollars ($175,214.00).

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

Bob Johnson: Make a motion to award the contract for demolition on amendment three (3) to Jerry Aigner. I'm sorry, Set #6.

Todd Glass: Yeah, Blight Elimination Program Set #6.

Bob Johnson: Yes.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

APPROVAL OF CONTRACT WITH JERRY AIGNER CONSTRUCTION FOR BEP BID SET #6

Debbie Bennett-Stearsman: I have forwarded a contract for Todd's review for Jerry Aigner Construction and I would ask, if it's in proper form, the Commissioners go ahead and sign it this evening.

Todd Glass: It was. I did not bring it.

Debbie Bennett-Stearsman: I've got it. It's partially signed.

Roger Emmons: I've got (inaudible). It will need the Board's signatures, Debbie's attestation, and Todd's approved as to legal form signature.

Marlin Weisheit: Okay. We need a motion?

Roger Emmons: Does he also need to sign this?

Debbie Bennett-Stearsman: I've got those.

Roger Emmons: Marlin?

Debbie Bennett-Stearsman: That's what we just did, the bid tab sheet.

Todd Glass: Yes.

Debbie Bennett-Stearsman: I've got four (4) copies here.

Roger Emmons: Oh, okay.

Todd Glass: Mr. President, go ahead and entertain a motion to enter the contract.

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

Bob Johnson: Make a motion to enter into the contract for BEP Set #6 with Jerry Aigner.

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).

Debbie Bennett-Stearsman: I will contact IHCDA the first week of January and we'll do a pre-demolition conference. And I think they anticipate starting by the middle of January on those four (4) houses, or fourteen (14) houses.

Marlin Weisheit: Okay.

(Aigner Construction, Bid Set #6, Contract is located on Pages 21 through 22 of these Official Minutes)

CHANGE ORDERS FOR BEP BID SET #5

Debbie Bennett-Stearsman: I know this isn't on the agenda, but I would like to present a change order from Bid Set #5, which is now completed for Jerry Aigner's Construction Contract for Bid Set #5. There were eight (8) change orders. I'll read them to you quickly. At 7755 South State Road 62, there was the removal of three (3) large trees for a total sum of thirty-five hundred dollars ($3,500.00). At 706 North Second, there was removal of additional outbuildings for thirteen hundred dollars ($1,300.00). At 1687 Bracher Road, there was removal of a large walnut tree for twelve hundred dollars ($1,200.00). 6800 Manchester Boulevard, there was a removal of three (3) additional trees on the side for twenty-four hundred dollars ($2,400.00). 615 West Walnut Street in Boonville, there was removal of a tree leaning into the street and a root wad at the site for eleven hundred dollars ($1,100.00). At 514 Polk Street in Newburgh, there was a cistern that we had to remove, to fill in and abandon for twenty-nine hundred dollars ($2,900.00). 213 West Walnut Street in Boonville, there was removal of a large tree, two thousand dollars ($2,000.00). And at 713 Poplar Street, there was removal of a large tree for twenty-six hundred dollars ($2,600.00) making a total of all eight (8) change orders, seventeen thousand dollars ($17,000.00). The original contract was a hundred and twenty-seven thousand three hundred sixty dollars ($127,360.00). With the change order, it makes the final revised contract one hundred and forty-four thousand three hundred and sixty dollars ($144,360.00). The change orders have taken place and either I or Jeff Floyd witnessed each of the items. But I need to get approval of this change order so we can get it with the existing contract.

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

Dan Saylor: I make a motion to approve the change orders for Bid Set #5 in the amount of seventeen thousand dollars ($17,000.00).

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: Thank you.

Marlin Weisheit: Thank you. Okay. You need us to sign those so you can leave, Debbie, before we go on?

Debbie Bennett-Stearsman: I'll get them from Roger.

Marlin Weisheit: Okay. Okay.

(Change Order, Bid Set #5, is located on Pages 23 through 25 of these Official Minutes)

2018 COMMISSIONER APPOINTMENTS
BOARD PRESIDENT

Marlin Weisheit: Okay, next on our agenda is our 2018 Appointments that we could make today that would be effective for January 1, 2018. And we'll start down the list here for offices for the Commissioners' Office. President, I would make a, I would appoint Dan Saylor to serve in that term.

Bob Johnson: Second.

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

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries. (2-0-1 with Dan Saylor abstaining).

VICE PRESIDENT

Marlin Weisheit: Vice President?

Dan Saylor: I make a motion to appoint Bob for our Vice President.

Marlin Weisheit: Bob Johnson?

Dan Saylor: Bob Johnson. I'm sorry.

Marlin Weisheit: I guess he's the only Bob up here.

Dan Saylor: Yeah.

Marlin Weisheit: I'll second that. All in favor say, aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye. Motion carries three (3), zero (0) there, two, zero (2-0-1 with Bob Johnson abstaining).

COUNTY ATTORNEY

Marlin Weisheit: County Attorney.

Dan Saylor: I make a motion to retain Todd Glass and his firm for our 2018 Counsel.

Bob Johnson: Second.

Marlin Weisheit: Motion and a second. All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Three, zero (3-0) for Todd.

COUNTY ADMINISTRATOR

Marlin Weisheit: Commissioners' Office, our administrator is Roger Emmons. I would appoint him another year.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Three, zero (3-0).

Dan Saylor: Can we extend that more than a year?

Marlin Weisheit: Yeah, we probably could, couldn't we? Yeah.

DRAINAGE BOARD

Marlin Weisheit: Okay, our Drainage Board appointments, I just, I think we can do these all together and they just stay the same, which is Gibson, Spencer Counties, and Gibson County. It's because the areas where you serve in it would be myself and Bob Johnson to stay on that and then Spencer County would be Dan and Bob to stay on that. So I'd entertain that motion, or I'd make that motion for those to stay the same.

Bob Johnson: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

VETERAN'S AFFAIRS

Marlin Weisheit: Veteran's Affairs, Bob Reynolds is our current officer and I'd make a motion to keep him for another year.

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

AREA PLAN COMMISSION

Marlin Weisheit: Area Plan Commission. Bob, you're currently on that. Would you want to retain that position?

Bob Johnson: Yes.

Marlin Weisheit: I'd make a motion that Bob stays on our Area Plan as our appointment.

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Three, zero (3-0).

SOLID WASTE

Marlin Weisheit: Solid Waste, I think at this time we've talked with, Kristi Adams is going off that Board. We have one (1) appointment on there but it has to be somebody from one (1) of the Town Boards. So we are going to consult with them unless someone's made contact recently.

Dan Saylor: No.

Marlin Weisheit: I don't think we have. So we're going to leave that one (1) open today.

HIGHWAY DEPARTMENT
LEAD FOREMAN-DISTRICT 1

Marlin Weisheit: Move on to the Highway Department. You wanna go ahead with that.

Dan Saylor: Yeah, I'll make a motion to, our lead foreman be Jack Gore and District 1 Foreman.

Bob Johnson: Second.

Marlin Weisheit: Have a motion and a second, all in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

DISTRICT 2 FOREMAN

Marlin Weisheit: District 2 Foreman will be Larry Wira, I'll make that motion.

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Marlin Weisheit: Aye.

Bob Johnson: Aye. (Motion carried 3-0).

DISTRICT 3 FORMAN

Bob Johnson: District 3 Foreman, Dave Williamson.

Marlin Weisheit: Second. All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

HIGHWAY SUPERINTENDENT

Marlin Weisheit: Okay, I'll make a motion that Bobby Howard retains as our Highway Superintendent.

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Three, zero (3-0) there.

ENGINEERING DEPARTMENT

Marlin Weisheit: Engineering Department, we currently have Bobby Howard as Engineer and Steve Sherwood as Assistant Engineer. I'd make a motion they stay the same.

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Three, zero (3-0).

BUILDING DEPARTMENT

Marlin Weisheit: Building Department, Building Inspector is Dennis Lockhart and Office Administrator is Angie Leslie. I'd make a motion they stay the same.

Bob Johnson: Second.

Roger Emmons: Correction. It's Angie Lutz.

Marlin Weisheit: That's right. Update my sheet, thank you, Roger.

Bob Johnson: Lutz.

Marlin Weisheit: Angie Lutz is our Office Administrator. Motion and a second. All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

COUNTY HEALTH OFFICER

Marlin Weisheit: County Health Officer is currently Dr. Rick Yeager. And I'd make a motion we retain him for another year.

Bob Johnson: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: (Inaudible).

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

ECONOMIC DEVELOPMENT ADVISORY COUNCIL

Marlin Weisheit: Okay. Economic Development Advisory Council. Dan, you've been serving on that. Would you be willing to stay the next year on that as our appointee?

Dan Saylor: Yes.

Marlin Weisheit: I make a motion for Dan Saylor.

Bob Johnson: Second.

Marlin Weisheit: All in favor?

Bob Johnson: Aye.

Marlin Weisheit: Aye. (Motion carried 2-0-1 with Dan Saylor abstaining).

REDEVELOPMENT COMMISSION

Marlin Weisheit: Redevelopment Commission, we have three (3) appoint...four (4) appointments on there. Randy Miller, Randall Pemberton, Jeff Lutz, and Tony Ellsworth.

Dan Saylor: Jeff Mulzer.

Roger Emmons: Jeff Mulzer.

Marlin Weisheit: Jeff Mulzer. What did I say?

Roger Emmons: You said Jeff Lutz.

Marlin Weisheit: Oh my gosh. Yeah, on a roll here. Okay, I'll repeat those. Our four (4) appointments are Randall Miller, Randall Pemberton, Jeff Mulzer, and Tony Ellsworth.

Dan Saylor: I make a motion to keep our Redevelopment members the same.

Marlin Weisheit: Okay.

Bob Johnson: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: (Inaudible).

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

ECONOMIC DEVELOPMENT DIRECTOR

Marlin Weisheit: Economic Development is Larry Taylor. He's under contract, so we don't have to act on that today.

ECONOMIC DEVELOPMENT COMMISSION

Marlin Weisheit: Economic Development Commission, Larry Taylor's our appointment, and he's under contract. So I don't...

Todd Glass: You would appoint him for one (1) year term.

Marlin Weisheit: One (1) year term.

Roger Emmons: He starts his term...

Todd Glass: On, on that.

Roger Emmons: Yeah, February 1st.

Marlin Weisheit: Okay.

Roger Emmons: Is when his, but you can do it now.

Marlin Weisheit: I'd go ahead and make a motion to appoint him for the next year, Larry Taylor.

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

PROPERTY TAX ASSESSMENT BOARD

Marlin Weisheit: Property Tax Assessment Board. The Commissioners' appointees are Richard Kixmiller, Jack Shreve, and Angela Wilder. I'd make a motion they stay the same.

Dan Saylor: Second.

Marlin Weisheit: All in favor.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

EMERGENCY MANAGEMENT ADVISORY COUNCIL

Marlin Weisheit: Emergency Management Advisory council, Dan, you've been serving on that but I think Bob's willing to serve next year.

Dan Saylor: I make a motion for Bob Johnson to serve.

Marlin Weisheit: I'll second that.

Dan Saylor: EMA.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries (3-0) then.

HIGHWAY DEPARTMENT REPRESENTATIVE

Marlin Weisheit: Since Jack Gore's going to be our Lead Foreman, he would be our Highway Department Representative. I would move we put Jack Gore, he's on there now. We'll leave him in that position, if that's okay. I'll make a motion for that.

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

EMERGENCY MANAGEMENT AGENCY DIRECTOR-SECRETARY

Marlin Weisheit: Emergency Management Agency is Director Dave Woolen. Secretary Beth Williams. I'd make a motion to retain them.

Bob Johnson: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

LOCAL EMERGENCY PLANNING COMMITTEE

Marlin Weisheit: Local Emergency Planning Committee, since Bob's going to be on our Emergency Management, I'd move for Bob Johnson to retain that.

Dan Saylor: I make a motion for Bob Johnson to be on LEPC.

Marlin Weisheit: Second. All in favor?

Bob Johnson: Aye.

Dan Saylor: Aye.

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

REGIONAL HOMELAND SECURITY

Marlin Weisheit: Regional Homeland Security, DPOC, I'd move for Bob Johnson there as well.

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

SOUTHWEST INDIANA MENTAL HEALTH

Marlin Weisheit: Let's see. It looks like the next one (1) would be our Southwest Indiana Mental Health, the current, he's been there for several years, Gary Heck, does a good job. I make a motion we retain him for another year.

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

SOUTHERN INDIANA RURAL DEVELOPMENT PROJECT

Marlin Weisheit: Southern Indiana Rural Develop Project. Dan, you're currently there.

Dan Saylor: Yep.

Marlin Weisheit: You gonna stay?

Dan Saylor: Yep.

Marlin Weisheit: I move for Dan Saylor to retain that.

Bob Johnson: Second.

Marlin Weisheit: All in favor, aye.

Bob Johnson: Aye.

Marlin Weisheit: Motion carries (2-0-1 with Dan Saylor abstaining).

ALCOHOL BEVERAGE BOARD

Marlin Weisheit: Alcohol Beverage Board, Gene Weisheit's the Commissioners' appointee. I move that he would stay.

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Three, zero (3-0).

ADA - STATE OSHA - DRUG AND ALCOHOL TESTING

Marlin Weisheit: What's the next one (1), Roger?

Roger Emmons: ADA.

Marlin Weisheit: ADA Compliance is, and also our, we've got three (3) of them there that you and Joe Grassman's on. ADA, State OSHA, and Drug and Alcohol Testing. I'd move that we retain Roger Emmons and Joe Grassman in those three (3) positions.

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

OHIO TOWNSHIP LIBRARY BOARD

Marlin Weisheit: Going down, our next one (1) that's up is the Ohio Township Advisory Board. We have one (1)...

Roger Emmons: (Inaudible).

Marlin Weisheit: Library Board. And Jeff Selby will be going off that this year due to term limit.

Dan Saylor: I make a motion to appoint John Goff.

Bob Johnson: And I second.

Marlin Weisheit: Motion and a second to appoint John Goff. All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

WEIGHTS AND MEASURES

Dan Saylor: One (1) more. Weights and Measures.

Marlin Weisheit: Okay. Yeah, Weights and Measures, currently John Taylor.

Dan Saylor: I make a motion to keep John Taylor.

Bob Johnson: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

COUNTY HEALTH BOARD

Marlin Weisheit: County Health Board. Looks like we have two (2) that's up for reappointment, which would be Dr. Steve Barnett and Carol Elmer, that's an RN. I'd move to retain those in that position.

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

EVANSVILLE MPO

Marlin Weisheit: Down to the MPO. Dan, you've served there. Are you willing to stay another year?

Dan Saylor: Yes.

Bob Johnson: Second.

Marlin Weisheit: All those in favor?

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries (2-0-1 with Dan Saylor abstaining).

PIGEON TOWNSHIP SEWER DISTRICT

Marlin Weisheit: Pigeon Township Sewer District, Mike Moesner has been our appointment. I'd move that he, we retain him.

Bob Johnson: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Okay, motion carries for that (3-0).

ECONOMIC DEVELOPMENT COALITION OF SOUTHWEST INDIANA

Marlin Weisheit: Economic Development Coalition of Southwest Indiana. It's currently Dan Saylor and Randall Miller. I'd move that we retain them for another term.

Bob Johnson: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

WARRICK COUNTY TOURISM BOARD

Marlin Weisheit: Okay, we're down to our Tourism, and I think that we're gonna try to fill that in January. We're putting out some feelers on that, so, we'll leave that open 'til next month.

Todd Glass: Correct, and you have a little time still.

Marlin Weisheit: Okay.

ECONOMIC DEVELOPMENT COALITION EXECUTIVE COMMITTEE

Roger Emmons: On that Executive Committee, is Dan, on the Coalition, did you address that?

Marlin Weisheit: I did not, thank you, Roger.

Marlin Weisheit: Economic Development Coalition of Southwest Indiana, I would ask that we retain Dan Saylor in that position.

Bob Johnson: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Marlin Weisheit: Aye.

Bob Johnson: (Inaudible).

Marlin Weisheit: Motion carries three, zero (3-0). Thank you, Roger. Did we get them all?

Roger Emmons: I think you're good.

Marlin Weisheit: Okay.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
PURDUE EXTENSION CONTRACTUAL SERVICES AGREEMENT

Marlin Weisheit: Then we'll move on to Departmental Reports and move on to County Administrator.

Roger Emmons: Thank you, Mr. President. First item I have is Amendment #3 Attachment A, the Extension Contractual Services Agreement between Purdue University and the Government of Warrick County, Indiana. Basically this amendment just adds to the existing primary contract, the amount that's been appropriated for 2018 for our three (3) Extension Educators, which is one hundred thirteen thousand six hundred four dollars ($113,604.00) even. And just need you to approve by motion and Marlin's...

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

Bob Johnson: I make a motion to adopt the extension of Purdue University Extension for one hundred thirteen thousand six hundred four dollars ($113,604.00).

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

(Purdue Contract Addendum is located on Pages 26 through 27 of these Official Minutes)

COURTHOUSE RENOVATION PROJECT PERFORMANCE BASED CONTRACT PROJECT DEVELOPMENT AGREEMENT WITH ESG

Roger Emmons: Next is I guess the Courthouse Renovation Project relative to Energy Systems Group. I think Todd, I don't know if Todd's had a chance. I thought Nick Atherton might be here. He did send that to everybody on, around December 12th. And I know talking to Todd before the meeting, he has some concerns about it. So I was going to ask Nick if maybe it wouldn't be okay to wait 'til the January 8th meeting to address this. And I'll defer to Todd for comment on that.

Todd Glass: Well, perhaps with holidays and everything, we just did not get this done. But, Mr. President, we have three (3) or four (4) provisions in the contract I would really like to improve just a bit for the County. For example, there's a confidentiality provision which would prevent us from sharing this information with, like Umbaugh and Associates. So we have a few things we need to fix on it. Not elaborate changes however, depending on the Commissioners preference, we can wait until January 8th or you can approve entering into the project development agreement upon final approval of Counsel. And once I would have that done, I would present it to you. Either way.

Marlin Weisheit: I would be okay, as long as you get your things worked out. If we just go ahead and approve it pending on Counsel approval. That way it keeps everything rolling.

Todd Glass: With the restricted time frame that we're trying to do this, or trying to get everything done in. That might help some. So like I said, we could get these things fixed relatively easy. The substantive nature of the contract terms are okay.

Marlin Weisheit: You guys okay with that?

Dan Saylor: Um hum.

Marlin Weisheit: I'd entertain a motion then.

Dan Saylor: I make a motion that we enter into the agreement with Energy Savings Group with the changes in the agreement with our Counsel's approval.

Bob Johnson: And I'll 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). Thanks, Todd.

(ESG, Project Development Agreement, is located on Pages 28 through 29 of these Official Minutes)

DISCUSS USING ESG AS LEAD FOR PREPARATION OF ADA SELF-EVALUATION AND ADA TRANSITION PLAN

Roger Emmons: The second item was to discuss using ESG as the Lead for Preparation of our ADA Self-Evaluation and ADA Transition Plan. INDOT recently had, what they're doing now with Counties in all Municipalities, they're checking your desktop, meaning they're going through your website and they're checking what documents you have on there relative to ADA and also Title VI. We've been advised, I was advised by Kimberly Ratledge, the ADA Coordinator for INDOT, that what we have on there relative to ADA except for the Grievance Procedure and the, and the Notice of Non-Discrimination is not compliant in that we don't have the ADA Self-Evaluation and the ADA Transition Plan. So the other day, Nick was in the office and we discussed the possibility of folding this in with the funding for the Courthouse Renovation. Initially there was a figure discussed of about thirty thousand dollars ($30,000.00). But we think we can

deficiencies which will be the two (2) plans I mentioned and it will let them know how we're going to address this and also when we're going to do it. I did solicit an estimate from a company in Indianapolis, First Group Engineering, INC, Mr. Gary Hunt, who I met a couple years ago at an ADA information, well a seminar training at Vincennes INDOT District, INDOT's Vincennes District. And so he sent it to me and it's quite a bit less than what, I'm not going to state it in case we are able to actually take quotes for that rather than RFP's. But it's quite a bit less and can be done, he says, within ninety (90) days after they would receive notice to proceed. So I just brought this up to see what the Commissioners would like to proceed on this, mandatory items we've just got to get in place. What's going to happen, for years they've threatened taking away our Federal aid funds and now they're getting to the point where they're actually checking what (inaudible) you have.

Dan Saylor: Whether you're compliant?

Roger Emmons: Yeah. They used to not have the resources to do that. Now they do.

Dan Saylor: So if we don't get in compliance, there's a substantial amount of dollars…?

Roger Emmons: Millions.

Bobby Howard: Would the ADA Transition Plan include the right-of-ways or just the buildings?

Roger Emmons: I did not ask him that.

Bobby Howard: Okay.

Roger Emmons: I will. That, you know, I showed you the paperwork that I found the other day. And I haven't had a chance to enter the basic language on that. I, I will check with Mr. Hunt and see what extra that might be.

Bobby Howard: Okay.

Marlin Weisheit: Have you showed that to Todd yet?

Roger Emmons: No, I haven't. I'll make sure he gets a copy.

Marlin Weisheit: Okay, yeah. Make sure he gets a copy of that. And then we can act on that the next meeting, couldn't we?

Roger Emmons: Yes.

Marlin Weisheit: Okay.

Roger Emmons: Okay, thank you.

APPROVE MERITAIN COBRA RATES FOR 2018

Roger Emmons: Next is to approve Meritain Cobra Rates for 2018. And Dave Waltz sent those to us on November 30th. He's, and he recommends that the Commissioners approve Cobra rates using the expected cost assumption. And on this particular document which has the illustrative accrual rates effective 01-01-18 that covers medical and prescription per Plan #1 which is the PPO. Plan #2 which is the High Deductible Health Plan. That the actual final cost will be outlined in the customer service agreement and excess loss policies with Meritain once we get those in place. But the, the rates that I will read to you for, on PPO, nine forty-six ninety-eight ($946.98). These are monthly premiums and Cobra rates again. Employee and spouse, one thousand eight hundred fifty-five dollars and thirteen cents ($1,855.13). Employee and child, one thousand six hundred forty-seven dollars and seventy-four cents ($1,647.74). Family plan, two thousand seven hundred fifty-eight dollars and fifty-five cents ($2,758.55). For the High Deductible Health Plan, employee only would be eight hundred eighty-two dollars and seventy-three cents ($882.73). Employee and spouse is one thousand seven hundred three dollars and sixty-six cents ($1,703.66). Employee and child, one thousand five hundred fifty-two dollars and seventy-two cents ($1,552.72). And family, two thousand five hundred ninety-six dollars and ten cents ($2,596.10). And that's what he's recommending you do at this time. And then once we get the official rates I can bring it back and you can officially make it official.

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

Bob Johnson: Make a motion to approve Meritain Cobra Rates for 2018 as stated.

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Marlin Weisheit: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you, Gentlemen.

PROSECUTOR'S OFFICE
CLAIM FOR 2018 LICENSE AND DOWNLOAD FOR SUPPORT MASTER

Roger Emmons: Next I have a claim from the Prosecutor's Office. It's a claim for 2018 license and download for Support Master. And I copied the Board and Todd earlier today on that claim. The Auditor's Office denied that because there was no agreement or contract in place. Mike Perry, the Prosecutor wants to use the company (inaudible) professional software corporation, and, for a cost of thirty-five dollars ($35.00) for those items.

Marlin Weisheit: Any questions?

Debbie Stevens: Commissioners, may I weigh in on this please?

Marlin Weisheit: Yes, Ma'am.

Debbie Stevens: The claim was never returned to my office. Roger actually has the original claim. I am, I am the one (1) who is supposed to present claims to the board for your approval or disapproval. I simply requested a contract or an agreement for the services. Since the invoice was not itemized and the purpose of the software, there was no explanation for it. So I was asking for more information, either contract or agreement, since it was services and that's simply all I asked for. It was not denied. I asked for more information to be able to certify or not certify the claim for your approval or disapproval.

Roger Emmons: Okay. And I apologize, Debbie. With me being on vacation and then I got ill, I didn't even know I had the original until, not recently, I didn't get a chance to get it back to you to do that. Which is why I brought it today.

Debbie Stevens: Well, thank you, but it isn't appropriate for anyone to present claims to the Commissioners other than the Auditor. So I'm just simply saying, this is not the first time that we've had this discussion where a claim has bypassed my office and ended up in your office and not been returned to me with the proper information to be able to present to you, the Commissioners, for your approval or disapproval.

Marlin Weisheit: Anybody else got anything else? I guess we need to get it approved today though so we can get it paid, wouldn't you think, Debbie?

Debbie Stevens: You can approve it with the information that's attached.

Marlin Weisheit: Yeah.

Debbie Stevens: That's up to you, of course.

Bob Johnson: Has it been paid?

Debbie Stevens: It has not. It never made it back to my office to, to present to you. Whether I would certify or not certify depending on the information, I never got it back.

Roger Emmons: If they do approve it today, (inaudible) you've got it in red for Marlin to sign and I typed this in. Would that be sufficient for you?

Debbie Stevens: That's fine.

Roger Emmons: So I did type in approve Warrick County Commissioners by Marlin Weisheit, President and today's date in case the Board did approve it. I mean you could also table it of course and I could give it to Debbie and she can non-certify it or whatever she wants to with it.

Bob Johnson: You could give it back to Debbie and let her work it out with Mike.

Debbie Stevens: Thank you.

Roger Emmons: Okay.

Marlin Weisheit: You okay with that, Dan?

Dan Saylor: Okay with it. It shouldn't, we're not going to incur any late fees or anything like that?

Debbie Stevens: No.

Dan Saylor: Okay.

Marlin Weisheit: Okay, that's the main thing. We don't want to get no interest.

Debbie Stevens: Right.

Marlin Weisheit: Or we'll have something else to deal with, we know that.

Debbie Stevens: Thank you.

Marlin Weisheit: Okay, thank you.

Roger Emmons: Okay, thank you, Debbie and Commissioners.

SUPERIOR COURT I
CSI MAINTENANCE AGREEMENT AND DATABASE MAINTENANCE AGREEMENT

Roger Emmons: Next item is, there's a couple of agreements for Superior Court I and I think maybe it's tomorrow (inaudible) approved today.

Debbie Stevens: What is that?
Roger Emmons: This is from Superior Court I and I didn't know I had these until I came in today. So it's not on the, I assume it's not on the second (inaudible) the very back of (inaudible) right there. Uh, I think that there...

Debbie Stevens: Oh, okay.

Roger Emmons: I think, it's CSI, I know that the Board has approved these in the past.

Debbie Stevens: Well, this is a maintenance agreement...

Roger Emmons: Yes.

Debbie Stevens: For the Commissioners to approve. Yeah, yeah.

Todd Glass: And it is in order for the Commissioners to approve.

Debbie Stevens: Thank you. I don't have to approve that.

Todd Glass: It's a maintenance agreement and also to sign a database maintenance agreement (inaudible) so it can then be renewed.

Roger Emmons: The maintenance agreement is one thousand eight hundred and three dollars ($1,803.00) and then the database maintenance agreement notice calls for one hundred and fifty dollars ($150.00). And it's just a renewal coverage for their database maintenance.

Marlin Weisheit: Do we need two (2) separate motions on that?

Todd Glass: No, I think you'd be fine.

Marlin Weisheit: I'd entertain a motion on the maintenance agreement and the database maintenance agreement.

Dan Saylor: So moved.

Bob Johnson: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you.

(CSI Maintenance Agreement, Superior I, is located on Page 29 of these Official Minutes)

APPROVE CLAIM FOR REIMBURSING HEALTH DEPARTMENT FOR FLU SHOTS

Marlin Weisheit: You have anything else, Roger?

Roger Emmons: I have one (1) more, which is to approve a claim for reimbursing the Health Department for the flu shots. What happens, the Health Department buys the, you know, the dosage for the shots and then we reimburse their line items that they buy it out of, which in this case was Local Health Fund, Local Health Maintenance Fund, and also, just, if I can find my memo here, reimburse, Local Health Maintenance and, and also just the, there's two (2) different funds. One thousand nine hundred and twenty-five dollars ($1,925.00) for seventy-seven (77) shots, that was for under age sixty-five (65) at twenty-five dollars ($25.00) each. Eight hundred fifty dollars ($850.00) for seventeen (17) shots for sixty-five (65) and older. Those were at fifty dollars ($50.00) each for a total of two thousand seven hundred and seventy-five ($2,775.00). Well, what's done is they move money from Fund 5001 which is the Insurance Line Item, the Health Insurance Line Item. And in fact that Fund has a specific line item that states reimburse Health Department for flu shots. So if I can get the Boards approval today, Bob signed this, so the claims already signed. And you've got the P.O., everything attached. Then I can turn it into Debbie and hopefully get the monies moved before the end of the year.

Marlin Weisheit: Any questions? Is that okay with you, Debbie?

Debbie Stevens: Um hum. We haven't seen the Claim of course.

Marlin Weisheit: Yeah.

Debbie Stevens: So...

Bob Johnson: I make a motion to approve the Claim for reimbursing the Health Department for flu shots.

Roger Emmons: (Inaudible) bring it over (inaudible).

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you, Gentlemen.

Marlin Weisheit: That all you have, Roger?

Roger Emmons: That's all I have.

Marlin Weisheit: Okay.

COUNTY ATTORNEY
UTILITY REIMBURSEMENT AGREEMENT WITH THE TOWN OF NEWBURGH-OAK GROVE ROAD PHASE III

Marlin Weisheit: Mr. Glass, County Attorney.

Todd Glass: Not on the agenda, but some things that have popped up recently. Includes a utility reimbursement agreement that we've been negotiating with the Town of Newburgh regarding Oak Grove Road Phase III. I, I know the Commissioners are familiar with these ongoing negotiations. Counsel for Newburgh and I have been working on this reimbursement agreement and it is in order. I'd suggest the Commissioners approve it on the condition that we have a couple minor final edits to make that came up this afternoon. The County's reimbursement liability on this agreement is limited to three hundred thousand dollars ($300,000.00) total. And the cost estimate that had been provided however needed to be edited also as exhibits and I'll work with Mr. Howard to get that done if the Commissioners approve it with those edits.

Marlin Weisheit: Anybody got any questions? If not, I'd entertain a motion. Tough one (1) ain't it?

Dan Saylor: This is a tough one (1). I, I make a motion, well, my comment is, we have to do this or we stand to lose substantial...

Roger Emmons: Millions.

Dan Saylor: Millions of dollars that we have to repay. I make a motion to approve the utility reimbursement agreement with the edits by our Counsel, reimbursement agreement with Newburgh, Town of Newburgh.

Bob Johnson: I second.

Marlin Weisheit: Motion and a second. All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Todd Glass: And, Roger, I'll get that final version emailed to you if that's okay as far as tracking down the signatures.

Roger Emmons: Okay, thank you.

(Utility Reimbursement, Town of Newburgh, is located on Pages 37 through 40 of these Official Minutes)

VEI Communications Service Agreement for the Sheriff's Office

Todd Glass: And also I believe for the Sheriff's Department, this is also something that popped up is the renewal of the VEI Communications Service Agreement for 2018. This is radio and tower maintenance service agreement. Labor only for the same price as last year of ten thousand eight hundred dollars ($10,800.00) annually. It's the same contract as last year. It is in order for the Commissioners to approve for the calendar year 2018.

Marlin Weisheit: Yeah, I guess that's what we've done the last few years with that agreement.

Todd Glass: Correct.

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

Dan Saylor: I make a motion to approve the Sheriff's Communications Agreement with VFI for the calendar year 2018 for ten thousand eight hundred dollars ($10,800.00).

Marlin Weisheit and Roger Emmons: VEI.

Marlin Weisheit: VFI.

Roger Emmons: VFI.

Dan Saylor: VEI, that's what I meant.

Roger Emmons: Thank you, Dan.

Marlin Weisheit: Thank you.

Bob Johnson: I'll 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.

(VEI Communications Service Agreement is located on Pages 30 through 32 of these Official Minutes)

COMPREHENSIVE NUISANCE ORDINANCE UPDATE

Todd Glass: And, Mr. President, that is all I have. I will tell you that I'm working with Commissioner Saylor and Attorney Morrie Doll to try to get a final version of the proposed Comprehensive Nuisance Ordinance to you perhaps by next meeting.

UMBAUGH BOND UPDATE

Todd Glass: And also hope to have a proposal to you from Umbaugh as financial advisor for the Old Courthouse, Historic Jail, and Sheriff Department Bond Issuance by next meeting.

Marlin Weisheit: Thank you.

Todd Glass: Thank you.

COUNTY AUDITOR
NON-CERTIFIED CLAIMS

Marlin Weisheit: County Auditor, Claims.

Debbie Stevens: Alright, I'll start off with a couple of Non-Certifieds. I have one (1) from Purdue Extension Office with personal purchase, personal use purchases. Also Alstadt, from the Prosecutor's Office for personal use purchases. And then there's two (2), two (2) Claims for PC Quest which we're seeing more of these. But we don't have any type of rates or claim…or contract or agreement with this vendor. And it seems, now we have another department who's turned in a claim for PC Request for two hundred fifty two dollars and twenty-nine cents ($252.29) for labor and materials to fix a notebook LED. But again, and I've already presented a few, in the recent past, for PC Quest. So we'd have, it, it's just not a vendor that we have any contract or agreement with. So they're on the Non-Certifieds. And then there's one (1) I would like to ask to have, have removed just because I feel like maybe you're going to need to see more information on so if we could remove the Claim for personal reimbursement for a hundred and fifty-four dollars and forty-four cents ($154.44) from the Non-Certifieds, and if the rest you're willing to approve, then it would be a total less that amount. So it'd be the Alstadt, Purdue, and two (2) PC Request Claims.

Bob Johnson: Make a motion to approve the (inaudible) of the Non-Certified Claims.

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).

(Non-Certified Claims are located on Page 33 of these Official Minutes)

CERTIFED CLAIMS

Debbie Stevens: Alright, Certified Claims were a total of thirty million, two hundred seventy thousand one hundred eight dollars and five cents ($30,270,108.05). Thirty million ($30,000,000.00).

Roger Emmons: Thirty million ($30,000,000.00).

Marlin Weisheit: Wow.

Debbie Stevens: You want me to read them number by number? Three-zero, two-seven-zero, one-zero-eight point zero-five ($30,270,108.05). That's, that is our property tax, excise tax settlements distribution, which we disperse those funds on December 15th well ahead of the deadline.

Marlin Weisheit: Great.

Dan Saylor: Great.

Debbie Stevens: That's a great feeling.

Marlin Weisheit: That is good.

Debbie Stevens: To get those out.

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

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

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Bob Johnson: Aye.

Dan Saylor: Aye.

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

Debbie Stevens: Thank you.

Dan Saylor: (Inaudible) spending that much money.

Marlin Weisheit: I know.

(Certified Claims are located on Pages 33 through 35 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY

Marlin Weisheit: Okay, County Engineer/Highway.

Bobby Howard: I have nothing for the Board today. Thank you.

COUNTY PURCHASING
2018 AGGREGATE CONTRACT-MULZER

Marlin Weisheit: Okay, County Purchasing, looks like we have the 2018 Aggregate Contract.

Joe Grassman: Joe Grassman, Purchasing Manager. Yes, that time of year has rolled around again. We got the letter from Mulzer stipulating new prices for 2018. That will average about a five (5) percent increase per item on that, in that particular letter. Last year was a four and a half (4 ½) percent increase. Unfortunately, the, you know, Mulzer can be described simply as the single source for this supply for Warrick County since they control or own the entire aggregate market in this area. So...

Dan Saylor: Don't have a lot of choices do we?

Joe Grassman: We have zero (0). So there's, until things change, that's the way it's going to be. So that being said, pursuant to Indiana Code 5-22-10-13, which basically states if you have a vendor that's a single source of supply that this becomes a special purchasing situation. You can award the contract without competitive bids. So that is indeed my recommendation in this case to award Mulzer Crushed Stone, INC the County's 2018 Aggregate Supply Contract.

Bobby Howard: Is there a contract to go with that?

Joe Grassman: No, it's just, I was going to bring that up.

Bobby Howard: There's never been a contract, so it probably needs something.

Bob Johnson: Yeah.

Joe Grassman: What we've had in the past, simply, this is a letter from last year where they simply put signature lines at the bottom of the letter. This year they didn't even do that. So this is all we have that's contractual is their price increase.

Todd Glass: (Inaudible).

Bob Johnson: But that's not even a contract. That's just telling what their prices are.

Dan Saylor: No.

Joe Grassman: It's basically a price list.

Dan Saylor: Cause we're not committing to any, any, I mean if we don't have a use for any rock, we don't have to buy any, correct?

Joe Grassman: That's correct.

Dan Saylor: So it's kind of an open...

Bobby Howard: Buying on the open market from a single source.

Roger Emmons: Yeah.

Todd Glass: And are they committing to those prices for the whole year?

Bobby Howard: Yes.

Joe Grassman: Yes.

Bobby Howard: They're committing to those prices.

Todd Glass: If the Board...

Bob Johnson: Uh, what's that say at the bottom of the letter?

Joe Grassman: It says, blah, blah, blah, low pricing, is FOB Mulzer location unless otherwise stated. You have been quoted a preferred account status on your price schedule. Discount is based on your good credit and our experience with your account. Terms are payment in full by the 20th of the month following invoice date. We sincerely appreciate your business. It says good luck and have a prosperous 2018.

Bob Johnson: I thought there was somewhere I heard it stated where the prices are subject to change.

Joe Grassman: I haven't seen that.

Bob Johnson: I could be wrong.

Joe Grassman: That, that, I haven't seen that in the past either from them. Usually once, of course, they're getting a four (4) to five (5) percent increase every year so wouldn't, you know...

Todd Glass: Between Joe and I, we can certainly get that in a form of a contract. Does that need to be approved today?

Joe Grassman: Well, it, they, these prices will become effective January 1.

Bobby Howard: They're just going to start charging us that.

Todd Glass: (Inaudible).

Bobby Howard: Yeah. Do what?

Bob Johnson: So what is there to approve?

Bobby Howard: There's not.

Joe Grassman: Well, I think we have to accept these prices.

Bobby Howard: You're accepting those prices. You agree to those prices for the year. That's all that we're really doing.

Todd Glass: Assuming they're a great deal, discount prices, you enter into the contract to get those prices for the County. That's what the contract would do.

Joe Grassman: They're saying that we're a preferred customer and yeah, we'll give you a discount. I don't know whether that's true or not. But if we don't sign it, and we try to go back and negotiate with them, I don't know how willing they would be to negotiate any lower. I would say they would probably just get mad and probably increase them.

Todd Glass: If you didn't have something signed, Mr. President, I guess they can charge the County something different beginning May 13th.

Bobby Howard: And these are all our FOB prices. And when I have them delivered, there's a different price. I get quotes from them for different areas of the County and they give me those quotes on an as needed basis. And as I said, they're single source.

Todd Glass: I don't know why there hasn't been a contract before, but it strikes me, you'd have a contract to commit to the prices quoted.

Joe Grassman: Like I said, that's what in the past that the letter had places for signature where we did, that we did accept those prices. You know, they signed it, we signed it. And that was our acceptance of the prices for the next year. This year we have no signature line.

Todd Glass: As before, the Commissioners could approve the Aggregate Contract prices as quoted conditioned upon a contract being drafted to reflect that.

Marlin Weisheit: Sounds good. I'd entertain a motion for that effect.

Bobby Howard: Can we not buy rock until that contract's approved?

Todd Glass: No, they're approving the prices.

Bobby Howard: Okay, I just wanted to make sure I can buy it.

Marlin Weisheit: For sure. You feel comfortable making that motion, Dan?

Dan Saylor: Yeah, yeah, I, I make a motion to approve the 2018 Aggregate prices as quoted to our Purchasing Agent for our Highway Department. Well, I guess, and all departments.

Marlin Weisheit: Correct.

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.

Joe Grassman: That's all I have. Thank you.

Marlin Weisheit: Thank you.

Dan Saylor: Thank you.

(Mulzer 2018 Aggregate Contract is located on Pages 35 through 37 of these Official Minutes)

COUNTY SHERIFF
HANDGUN SURPLUS

Marlin Weisheit: Chief Wilder. I think we've already taken care of your VEI Contract. You have one (1) other item?

Mike Wilder: Chief Deputy Mike Wilder, Warrick County Sheriff's Office. I have a letter here where we're wanting to declare some of our handguns as surplus. We're in the process of buying new and this will help reimburse the cost of the new guns. We'll trade them in for the old, the older ones for the newer ones.

Dan Saylor: They all go in as trades and you get a credit.

Mike Wilder: Correct. But they have to be declared surplus before we can do that.

Dan Saylor: I make a motion to declare the handguns for the Sheriff's Office as surplus.

Bob Johnson: And I second that.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Mike Wilder: I have a letter here for you to sign.

Marlin Weisheit: Alright. I can sign yours. You can keep the one (1) for Roger here. This is yours. You want this back, Mike?

Mike Wilder: Yes. (Inaudible).

Roger Emmons: This is mine?

Marlin Weisheit: That's yours, yep.

Mike Wilder: Thank you.

Marlin Weisheit: Thank you. Okay.

Mike Wilder: That's all I have.

Dan Saylor: Thank you.

(Handgun Surplus is located on Page 37 of these Official Minutes)

COMMISSIONER ITEMS FOR DISCUSSION

Marlin Weisheit: Commissioner Johnson, you have anything further?

Bob Johnson: Nothing further, Sir.

Marlin Weisheit: Commissioner Saylor?

Dan Saylor: I ditto those comments. I make a motion to adjourn.

Bob Johnson: Second.

Marlin Weisheit: All those in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: (Inaudible).

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

ADJOURNMENT: Meeting adjourned at 4:47 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

Marlin Weisheit

MARLIN WEISHEIT, PRESIDENT

Dan Saylor

DAN SAYLOR, VICE PRESIDENT

ROBERT JOHNSON, JR., MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

AGREEMENT
County of Warrick

THIS AGREEMENT is made and entered into as of the 27th day of December, 2017

by and between

Warrick County "OWNER":
and

Jerry Aigner Const., Inc. "CONTRACTOR":

concerning the following:

PROJECT: **Removal of a total of fourteen (14) unsafe residential structures: six (6) located in the City of Boonville, Boon Township, Warrick County, Indiana; one (1) located in the Town of Elberfeld, Greer Township, Warrick County, Indiana; one (1) located in the Town of Lynnville, Hart Township, Warrick County, Indiana; three (3) located in Boon Township, Warrick County, Indiana; one (1) located in Greer Township, Warrick County, Indiana; one (1) located in Ohio Township, Warrick County, Indiana; and one (1) located in Skelton Township, Warrick County, Indiana.**

A complete list of home may be found in Attachment "A".

A. The OWNER has heretofore caused to be prepared certain plans, specifications and other "Contract Documents" as hereinafter listed pertaining to the above described Project and Work, and the CONTRACTOR has filed Proposal to furnish said labor, tools, material, equipment, services, and perform said Work upon the terms and for the price(s) therein fully stated and set forth;

B. The said Contract Documents accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents and in the manner and time and for the price(s) set forth herein.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1. Contract Documents

1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:

.1 This Agreement;

.2 All Addenda issued prior to receipt of Bids, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Bid;

.3 General Conditions

.4 Special Conditions

.5 CONTRACTOR's Itemized Proposal and Declarations

.6 Technical Specifications

.7 City Standards and Specifications

.8 Instructions to Bidders

.9 Advertisements or Notice to Bidders

.10 Performance and Payment Bonds

1.2 In resolving conflicts, errors, discrepancies and disputes concerning the nature, character, scope or extent of Work to be performed or furnished by the CONTRACTOR, or other rights and obligations of the OWNER and CONTRACTOR, arising from or prescribed by one or more of the Contract Documents, the following rules shall govern:

.1 A requirement occurring in one Contract Document is as binding as though occurring in all Contract Documents;

.3. The Contract Documents shall be given precedence in the order listed in Paragraph 1.1 above; and

2. Contract Price

2.1 The CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to demolish, complete, and make ready for use by the OWNER for the lump sum of One Hundred Seventy-Five Thousand Two Hundred Fourteen Dollars ($175,214.00).

2.2 The above stated Contract Sum will be paid to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

3. Contract Time

3.1 It is hereby understood and mutually agreed, by and between the CONTRACTOR and OWNER, that the date of commencement and the time for completion of the Work as specified in the Contract Documents are ESSENTIAL CONDITIONS of this Agreement.

3.2 The CONTRACTOR agrees that the Work shall be commenced no later than the date indicated in the Notice to Proceed and that the Work shall be prosecuted regularly, diligently and uninterruptedly at such a rate of progress as will insure **completion of all Work on or before 30 days after Notice to Proceed has been issued by the OWNER ("Contract Completion Date").**

3.3 The CONTRACTOR and OWNER acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by CONTRACTOR hereunder.

4. Liquidated Damages

The CONTRACTOR and OWNER recognize and contemplate that unexcused failure by the CONTRACTOR to complete the Work within the Contract Time will cause the OWNER and the Public to suffer financial losses or inconvenience the full and exact extent and character of which cannot be measured as a basis for recovery by the OWNER of actual damages, and that liquidated damages as prescribed in the Contract Documents represent a fair, reasonable and appropriate estimate thereof. Accordingly, the CONTRACTOR agrees that such liquidated damages may be assessed and recovered by the OWNER, as against CONTRACTOR and its Surety, in the event of delayed completion and without the OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof. **Such liquidated damages shall be assessed and recovered at the rate of $100.00 per day for each structure that remains undemolished and/or cleared, as required by the Contract Documents, beyond the Contract Completion Date.**

5. Effective Date

This Agreement shall be deemed effective as of the date and year first above written notwithstanding the date on which this Agreement has been executed by the respective parties or their representatives as stated below.

"CONTRACTOR" SIGNATURE:

IN TESTIMONY THEREOF, the CONTRACTOR has hereunder set his hand this 27th day of December, 2017.

Firm Name Jerry Aigner Const., Inc.
Address 944 N. Baker Road
Boonville, IN 47601

Telephone No. 812-897-5815

By: _____
Signature

Printed: Jerry L. Aigner

Title: President

"OWNER" SIGNATURES:

IN WITNESS WHEREOF, the OWNER does hereby accept the foregoing Agreement, and has herewith set his/her hand this 27th day of December, 2017.

For and on behalf of the County of Warrick, Indiana.

COUNTY OF WARRICK

Marlin Weisheit, Commission President

Dan Saylor, Commissioner

Robert Johnson, Commissioner

APPROVED AS TO LEGAL FORM:

Todd Glass, Warrick County Attorney

ATTEST:

Deborah Stevens, Warrick County Auditor

SC-1 Compliance With E-Verify Program

The following shall be added as paragraph 16.23 of the General Conditions:

16.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees of CONTRACTOR through the E-Verify Program ("Program"). CONTRACTOR is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

16.23.1 CONTRACTOR and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONTRACTOR or its subcontractor subsequently learns is an unauthorized alien. If CONTRACTOR violates this Section 16.23, OWNER shall require CONTRACTOR to remedy the violation not later than thirty (30) days after OWNER notifies CONTRACTOR. If CONTRACTOR fails to remedy the violation within the thirty (30) period, OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, CONTRACTOR shall, in addition to any other contractual remedies, be liable to OWNER for actual damages. There is a rebuttable presumption that CONTRACTOR did not knowingly employ an unauthorized alien if CONTRACTOR verified the work eligibility status of the employee through the Program.

16.23.2 If CONTRACTOR employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.

16.23.3 CONTRACTOR shall, prior to performing any work, require each subcontractor to certify to CONTRACTOR that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If CONTRACTOR determines that a subcontractor is in violation of this Section 16.23, CONTRACTOR may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by CONTRACTOR or the subcontractor.

ATTACHMENT "A"

301 E. Walnut Street, Boonville	$	17,450.00
302 Forrest Avenue, Boonville	$	9,950.00
405 E. Chestnut Street, Boonville	$	7,850.00
603 E. Division Street, Boonville	$	14,114.00
1015 N. Ann Street, Boonville	$	10,650.00
1023 N. Third Street, Boonville	$	9,500.00
229 W. 2nd Street, Lynnville	$	9,300.00
6533 Gardner Road, Chandler	$	14,400.00
10655 State Road 57, Elberfeld	$	12,850.00
455 Gemlich Road, Boonville	$	13,750.00
2555 SR 62 East, Boonville	$	14,750.00
4677 Smith Road, Boonville	$	13,150.00
3977 E. Pigeon Valley Road, Boonville	$	12,550.00
8299 St. Johns Road, Elberfeld	$	14,950.00

Auditor

CHANGE ORDER No. 1

Bid Set Number 5

Project Address: 7755 N State Road 62 N, Boonville
706 N. Second Street, Boonville
1687 Bracher Road, Boonville
8900 Manchester Blvd., Boonville
816 W Walnut Street, Boonville
514 Polk Street, Boonville
213 W. Walnut Street, Boonville
713 Poplar Street, Boonville

Date 12-27-17
Contractor: Jerry Aigner Construction Inc.
Owner: Warrick County Commissioners

1	Removal of 3 additional trees a site	$3,500.00
2	Removal of outbuilding	$1,300.00
3	Removal of walnut tree	$1,200.00
4	Removal of 3 additional trees at site	$2,400.00
5	Removal of leaning tree and root wad at site	$1,100.00
6	Fill in existing cistern	$2,900.00
7	Removal of a tree	$2,000.00
8	Removal of a tree	$2,600.00

Original Contract Amount: $ 127,360.00
Amount of this Change Order: $ 17,000.00
Revised Contract Amount: $ 144,360.00

We hereby agree to the above as an additional/reduced project cost(s) to be added/deleted to the original scope of work:

Commission President — Date: 12-27-17

ATTEST:
Auditor — Date: 12/27/17

JERRY AIGNER CONSTRUCTION — Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

December 4, 2017

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: Blight Property Change Order – 7755 N State Road 61 N, Boonville

- Removal of three additional trees at site #3500.00

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AIGNER CONSTRUCTION, INC.
944 BAKER ROAD
BOONVILLE, INDIANA 47601
(812) 897-5815
FAX (812) 897-4562

Warrick County Commissioners
107 W Locust Street, Suite 301
Boonville, IN 47601

INVOICE NO. 10985A
INVOICE DATE: 12/10/17
~~PURCHASE ORDER#~~ Change Order

INVOICE

DATE	DESCRIPTION	RATE	AMOUNT
	Blight Demolition Project, Phase 6 Change Order 706 N Second Street, Boonville, IN		
	Removal of Outbuilding		1,300.00

SUBTOTAL 1,300.00
SALES TAX 0.00
TOTAL 1,300.00

JERRY AIGNER CONSTRUCTION, INC.

944 BAKER ROAD
BOONVILLE, INDIANA 47601
(812) 897-5815
FAX (812) 897-4562

Change Order

Warrick County Commissioners
107 W Locust Street, Suite 301
Boonville, IN 47601

INVOICE DATE:
PURCHASE ORDER#

INVOICE

DATE	DESCRIPTION	RATE	AMOUNT
	Blight Demolition Project, Phase 6 - Change Order 1667 Bracher Road, Boonville, IN		
	Removal of walnut tree		1,200.00
		SUBTOTAL	1,200.00
		SALES TAX	0.00
		TOTAL	1,200.00

JERRY AIGNER CONSTRUCTION Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

August 29, 2017

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: Blight Property Change Order – 6800 Manchester Blvd., Chandler

- Removal of three additional trees at site $2,400.00

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AIGNER CONSTRUCTION Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

August 31, 2017

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: Blight Property Change Order – 615 W Walnut Street

- Removal of leaning tree and root wad at site $1,100.00

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AIGNER CONSTRUCTION
COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM
Office: 812-897-5815

September 14, 2017

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: **Blight Property Set 5 Change Order – 514 Polk Street**

- Fill in existing cistern **$2,900.00**

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AIGNER CONSTRUCTION
COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM
Office: 812-897-5815

September 14, 2017

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: **Blight Property Change Order – 213 W Walnut Street**

- Removal of a tree **$2,000.00**

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AIGNER CONSTRUCTION
COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM
Office: 812-897-5815

September 14, 2017

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: **Blight Property Set 5 Change Order – 713 Poplar Street**

- Removal of a tree **$2,600.00**

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

Purdue
2018

AMENDMENT #3
ATTACHMENT A

TO EXTENSION CONTRACTUAL SERVICES AGREEMENT
BETWEEN PURDUE UNIVERSITY AND GOVERNMENT OF
WARRICK COUNTY, INDIANA

This is an amendment to the Extension Contractual Services Agreement for the period January 1, 2018 through December 31, 2018.

Except as provided herein, all terms and conditions remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #3, Attachment A.

County: WARRICK Period: January 1, 2018 through December 31, 2018

Total Extension Contractual Services Appropriation: $113,604.00

PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE:

BY Beth Sipe Date 11/30/17
Beth Sipe
Assistant Director, Agricultural Sponsored Program Services

BY Jason R. Henderson Date 11/29/17
Jason R. Henderson
Associate Dean and Director Purdue Extension

COUNTY GOVERNMENT:
Warrick County Commissioners

BY Marlin Weisheit Date 12/27/2017
County Government Official

Marlin Weisheit
Typed Name

President
Title

RECEIVED DEC 06 2017

EXTENSION CONTRACTUAL SERVICES AGREEMENT

BETWEEN

PURDUE UNIVERSITY

AND GOVERNMENT OF
WARRICK COUNTY, INDIANA

This agreement made this first day of January, 2015 by and between the government of Warrick County of the State of Indiana, hereinafter called the "County", and Purdue University of West Lafayette, Indiana 47907, on behalf of the Purdue Cooperative Extension Service, hereinafter called "University."

WITNESSTH THAT:

WHEREAS, the County desires to provide financial support for county extension services of interest, specifically the 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES position(s), the results of which may be of mutual benefit to the county and others interested in agriculture, home economics, youth, and community development; and,

WHEREAS, the services are an integral part of the University's Cooperative Extension Service; and

WHEREAS, the services will be of benefit to the populace of Warrick County and the State of Indiana in the following manner: Extension Service Programs to include: 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES ; and,

WHEREAS, the University is willing to undertake such work through its Cooperative Extension Service;

NOW THEREFORE, the parties hereto agree as follows:

1. For the support of services which shall extend for a period of one year from the date first written above, the County agrees to contribute to Purdue University the dollar amounts specified in the Budget attached and hereby incorporated as part of this Agreement as Attachment A. Invoice will be issued by the University on or about April 1.
2. The University agrees to use the funds thus contributed for the conduct of such services and will provide the necessary personnel required for the services. All personnel employed by the University specifically for the conduct of these services shall be employees of the University. The employment or assignment of any specific individual to any service position under this agreement is the responsibility of the Director of the Purdue Cooperative Extension Service and will be done in consultation with the County's Extension Board. This agreement applies only to those positions specifically stated herein.
3. It is understood that the results of the services or reports of activities may be published by the University in such form as may be approved by the University.
4. Any funds not expended or committed for said services can be made available for other uses benefiting the contributing county's Extension programs. Possible uses could include other salary support, supplies, capital equipment or release back to the county.
5. It is further understood that this agreement may be renewed at the expiration date subject to the approval of the County and the University.
6. This Agreement supercedes any and all prior Agreements made between the parties for the subject matter herein.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The University agrees by the execution of this contract that in regards to its operation in Warrick County, Indiana:

1. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
2. County shall not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of race, sex, religion, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information disability, handicap, or status as a veteran. Acceptance of this agreement signifies full compliance on the part of County with Title VI and Title VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. County ensures that no person shall on the grounds of race, sex, religion, color, sex, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information, disability, status as a veteran, or handicap be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program activity or with respect to any matter directly or indirectly related to employment.
3. The provisions of the Affirmative Action Program adopted by the County as applicable are incorporated by reference as part of this agreement.
4. County further agrees:
   a. To abide by Executive Order 11246, as amended, and the Rules and Regulations applicable thereto which are incorporated by reference and made a part of this Agreement;
   b. To take affirmative action to employ and advance in employment qualified handicapped individuals and qualified disabled veterans and Vietnam-Era veterans as required by the Rehabilitation Act of 1973 and the Vietnam-Era Veterans Readjustment Act of 1974, and regulations issued pursuant to those Acts which are incorporated by reference and made a part of the agreement.

FICA TAXES

The University shall pay all FICA taxes, from their own sources, for the employees who are the subject of this contract.

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

PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE:

Signature Date 11/18/14
Deborah J. Clampitt
Extension Account Manager
AG Sponsored Program Service

Signature Date 11/20/14
Jason R. Henderson
Associate Dean and Director Purdue Extension

COUNTY GOVERNMENT: WARRICK COUNTY COMMISSIONERS

BY County Government Official Date 12-22-14

Don Williams
Typed Name

President
Title

EXTENSION CONTRACTUAL SERVICES AGREEMENT BUDGET
ATTACHMENT A

County: Warrick

Period: January 1, 2015 through December 31, 2015

Total Contractual Services Appropriation for Extension Educators:

Amount: $105,714.00

PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE:

BY Deborah J. Clampitt — Date 12/5/14
Deborah J. Clampitt
Extension Account Manager, Agricultural Sponsored Program Services
Title

BY — Date 12/10/14
Jason R. Henderson
Associate Dean and Director Purdue Extension
Title

COUNTY GOVERNMENT:
WARRICK COUNTY COMMISSIONERS

BY — Date 12-22-14
County Government Official
Don Williams
Typed Name
President
Title

COPY

AMENDMENT #1
ATTACHMENT A

TO EXTENSION CONTRACTUAL SERVICES AGREEMENT
BETWEEN PURDUE UNIVERSITY AND GOVERNMENT OF
WARRICK COUNTY, INDIANA

This is an amendment to the Extension Contractual Services Agreement for the period January 1, 2016 through December 31, 2016.

Except as provided herein, all terms and conditions remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1, Attachment A.

County: WARRICK Period: January 1, 2016 through December 31, 2016

Total Extension Contractual Services Appropriation: $107,298.00

PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE:

BY Deborah J. Clampitt — Date November 9, 2015
Deborah J. Clampitt
Extension Account Manager, Agricultural Sponsored Program Services

BY — Date November 10, 2015
Jason R. Henderson
Associate Dean and Director Purdue Extension

COUNTY GOVERNMENT:
WARRICK COUNTY BOARD OF COMMISSIONERS

BY — Date November 23, 2015
County Government Official
Don Williams
Typed Name
President
Title

AMENDMENT #2
ATTACHMENT A

TO EXTENSION CONTRACTUAL SERVICES AGREEMENT
BETWEEN PURDUE UNIVERSITY AND GOVERNMENT OF
WARRICK COUNTY, INDIANA

This is an amendment to the Extension Contractual Services Agreement for the period January 1, 2017 through December 31, 2017.

Except as provided herein, all terms and conditions remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2, Attachment A.

County: WARRICK Period: January 1, 2017 through December 31, 2017

Total Extension Contractual Services Appropriation: $110,298.00

PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE:

BY — Date 12/20/16
Beth Siple
Assistant Director, Agricultural Sponsored Program Services

BY — Date 12/20/16
Jason R. Henderson
Associate Dean and Director Purdue Extension

COUNTY GOVERNMENT:

BY — Date 01/12/17
County Government Official
Merlin Weisheit
Typed Name
Commissioner
Title

ESG ENERGY SYSTEMS GROUP
Building Performance with Energy

Performance Based Contract
Project Development Agreement

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

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

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

ESG and County agree as follows:

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

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

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

Page 1 of 4

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

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

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

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

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

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

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

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

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

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

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

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

Page 2 of 4

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

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

ESTIMATED IMPLEMENTATION TIMELINE:

Project Start	12 / 07 / 2017 ✓
PDA executed	1 / 4 / 2018
Detailed Development	12 / 13 / 2017
75% Scope Review and Approval	01 / 19 / 2018
90% Scope Review and Approval	01 / 25 / 2018
Contract Document Review	01 / 26 / 2018
Final County Presentation	02 / 01 / 2018
Contract Execution	02 / 12 / 2018
Implementation Kickoff	03 / 01 / 2018

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

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

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

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

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

Page 3 of 4

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM
BY: 1-4-18

Page 4 of 4

MAINTENANCE AGREEMENT

COMMENCEMENT DATE: 1/1/2018 INVOICE #: 18-8073

WARRICK SUPERIOR COURT
CUSTOMER NAME

HARDWARE LIST: See attached
INSTALLATION COUNTY: Same

The service supplier (Supplier) agrees to provide and the Customer named below agrees to accept maintenance on the equipment listed below at the terms and conditions stated herein.

See Attached For Detailed List of Equipment

WARRICK SUPERIOR COURT-- Inv. Amt: $1803

CALL WINDOW: Monday thru Friday 8:00 a.m. to 5:00 p.m.

The Customer acknowledges that the Customer has read this Agreement, including the reverse side, and agrees to be bound by it. This Agreement is the complete and exclusive statement between the Supplier and the Customer relating to the subject matter of this Agreement.

CUSTOMER:

WARRICK SUPERIOR COURT

Marlin Weisheit 12/27/2017
SIGNATURE AUTHORIZED REPRESENTATIVE DATE

Marlin Weisheit
NAME (PRINT OR TYPE)

Warrick County Board of Commissioners

President
TITLE

PLEASE RETAIN THIS COPY FOR YOUR RECORDS ____

ACCEPTED BY:

CSI-Computer Systems, Inc.
12975 Parkside Drive
Fishers, IN 46038

AUTHORIZED SIGNATURE 10/02/17
DATE

CSI COPY-PLEASE SIGN AND RETURN ✓

DATABASE MAINTENANCE
AGREEMENT NOTICE

October 1, 2017

Your current Database Maintenance Agreement is about to expire or is not currently under a maintenance agreement as designated below. In order to continue support of your existing Database software, to discontinue support or to begin a new maintenance agreement, please give CSI advance notice of your intentions.

To assure renewal of your existing agreement, please respond to this notice no later than November 15, 2017. CSI needs your signed approval before we can begin the renewal.

Return this document by fax to (317) 913-4175, Attention of CSI Maintenance. If you would like additional information or an estimate on a new agreement, please contact Kevin Cook at your convenience by calling toll free (866) 913-4160.

Thank you for being a CSI partner,

Kevin Cook
President

Summary of Coverage: The Database Software is used by CSI for its software programs. Database Maintenance covers updates and new releases. Updates and new releases become necessary if **CSI has a new software release**, the County needs to increase the number of user licenses, the server operating system is upgraded/changed or bug fixes are needed to properly operate the Database Software.

Current Expiration: 12/31/2017

Renewal Cost: $150 New Coverage Period: 01/01/18-12/31/18

✓ I want to **RENEW** coverage for Database Maintenance

____ I do **NOT** want coverage for Database Maintenance

Warrick County Commissioners
by Marlin Weisheit 12/27/2017
Signature Date

Marlin Weisheit, President
Printed Name

Warrick Probation Probation

VEI Communications - Sheriff 2018

PURCHASE OF SERVICE AGREEMENT

This agreement, entered into this 6th Day of December, 2017, between the Warrick County (Customer), and VEI Communications, Inc. (Communications Contractor) ("Contractor").

WHEREAS, Customer desires to secure and retain the services of Contractor to perform the duties, functions and work enumerated below; and

WHEREAS, Contractor desires to perform the duties, functions and work enumerated below.

NOW, THEREFORE, in consideration of the mutual covenants here contained, the parties agree as follows:

1. TERM. The term of this contract shall be 12-months, commencing 01/01/2018 to 12/31/2018. This contract shall automatically renew for an additional one-year term under the same terms and conditions contained herein unless either party notifies the other of intent to terminate not later than 45 days prior to scheduled termination date.

2. During the term hereof, Warrick County hereby engages Contractor and Contractor hereby agrees to perform services as set forth below.

3. COMPLETE MAINTENANCE

Complete maintenance provides for, and includes the following:

(A) Generally, Contractor shall maintain all the equipment indicated on Addendum "A", attached hereto and incorporated herein by reference, on the terms and conditions set forth herein.

- Contractor will use Industry Certified workers directly employed and supervised by Contractor.
- System technicians and will use all reasonable care to maintain same in proper and safe operating condition.
- Maintenance shall include the labor and parts required to repair equipment that has become defective through normal wear and usage.
- Upon receipt of a written request from Warrick County, Contractor will maintain additional units identical with any units covered by this maintenance agreement for the same monthly fees and on the same terms and conditions set forth herein.
- Maintain complete station and ancillary devices necessary to maintain the station work up to the transmission line surge protector.

(B) MAINTENANCE STANDARDS

Contractor will maintain equipment in accordance with these minimum standards:

(I) Original equipment manufactured parts or parts of equal quality will be used. Contractor must be authorized to buy said parts and equipment from the manufacturer or distributor at the standard discount.

(II) Oil, water, dust and foreign substances will be removed from the equipment.

(III) Equipment will not be subject to mechanical/physical abuse.

(IV) Equipment will be maintained at levels necessary to provide the required communication.

(V) Routine maintenance twice yearly around April 15 and October 15 will be performed by Contractor for its equipment. Requirements are as follows:

- MEASURING AND METERING: Meter and measure all essential circuits of the equipment and antenna system. Pertinent data shall be metered and logged and comparisons should be made to previous logged data, manufacturer's data and contractor's installation data. Re-tune or correct to original specifications as necessary.
- VISUAL INSPECTIONS: The equipment and the site shall be inspected for signs of degradation or damage. Correct those items within the scope of the contract.
- TOWER AND ANTENNA SYSTEMS: Visually inspect, from the ground, the tower and antenna systems. Inspect the tower and tower paint and/or lighting operation (test lighting).
- TOWER GUY WIRES: Inspect the guy anchor areas for damage, critter nesting, over hanging trees and limbs, vines, and excessive weed growth. Inspect grounding for damage. Pluck each guy wire and report possible loose conditions. Take no additional action but report to the customer.
- DRIVEWAY & GATE: Report to county tampering of locks, severe rusting of locks, and damage to fencing.

(C) TIME & PLACE OF MAINTENANCE WORK

Maintenance work on the base stations and other fixed equipment shall be performed at the location of the equipment, and the customer shall furnish heat, light and power at these locations. The County shall deliver mobile units, portables and other equipment to a heated Garage, where necessary maintenance and repairs will be performed and where customer shall furnish heat, light and power as required by Contractor.

This Contract does not include furnishing of batteries or the maintenance of any transmission line, antenna, tower or tower lighting.

(D) INTERFERENCE

Radio Frequency (RF) radiation, being subject to the laws of physics, can cause harmful interference. While with proper engineering, equipment design and installation, radio systems can still produce undesired effects on other equipment and systems. This service contract does include troubleshooting and solving RF interference issues coming from a third party source. The Contractor is required to solve inter-system interference and identify and report the source of inter-system interference. If the customer equipment is the source of the inter-system interference, the contractor shall repair or identify the source if un-repairable.

(E) NON RESOLUTION

If specific changes are recommended by the service provider to assure equipment integrity and ultimate system quality are not resolved, damage and non-performance of the maintained system will not fall under this maintenance contract.

(F) ACTS of GOD

Lightning, Water damage, vandalism or other types of damage not related to normal conditions will not be covered under this contract. Repairs will be performed at the time of call and billed at normal service rates without previous authorization.

4. INTERRUPTION OF SERVICE. The customer shall notify Contractor in the event of the failure of any system component. Contractor will respond at customer location within 4 hours from the time of notification.

- Interruption of service is defined as a critical failure with infrastructure or console.
- Routine issues will be dispatched during normal business hours M-F 7:30-4:30.

5. FCC RECORDS. Applications and statements of fact when required by the Federal Communication Commission must be subscribed and sworn to by the customer and the customer is responsible for meeting FCC requirements. However, Contractor will provide the customer with forms, advice, and technical assistance, including frequency, modulation and power measurements, to aid in meeting these requirements.

6. Contractor shall act as an independent contractor in providing and performing the services contemplated by this agreement. Nothing in or done pursuant to, this agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between customer and Contractor.

7. Contractor holds itself out as an independent contractor. Contractor: is a separate and independent enterprise from the customer; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work.

8. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the customers employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the customer, and the customer will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from customer or to participate in any customer benefit plan.

9. Customer agrees to pay Contractor as compensation for its services as set forth in Addendum A, attached hereto and incorporated herein by reference. Payment shall only be made for duties, functions and work actually and satisfactorily performed. Customer will not pay for or reimburse expenses such as supplies, equipment, office space, staff or assistants (although such costs may be built into the total cost of the agreement). Contractor will send the customer an invoice for services to be provided during the ensuing month under the terms of this agreement, along with an itemized listing of all authorized additional charges earned during the preceding month(s). Customer will pay valid invoices within thirty (30) days of receipt.

10. Contractor shall be the dealer on record for all warranty repairs for system not yet covered by this contract. Contractor shall also be dealer of record for all warranty repairs for system.

11. Contractor retains sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.

12. Any and all work product (tangible material or its intangible equivalent) shall be the sole and exclusive property of the customer.

13. Contractor shall provide, perform and complete all duties and functions contemplated by this Agreement in an expeditious manner, consistent with the

care and skill ordinarily exercised by reputable members of the profession or trade.

14. Contractor warrants and represents that it is sufficiently experienced and competent to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Agreement.

15. Contractor represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Agreement.

16. Contractor shall provide comprehensive motor vehicle liability, professional liability and worker's compensation insurance coverage deemed necessary and appropriate by customer. Contractor shall furnish certificates of insurance to the customer evidencing the risks insured against and the limits of liability there under.

17. Contractor shall, during the full term of this Agreement, at its sole cost and expense, maintain comprehensive general liability with coverage written on an "occurrence" basis with limits not less than $2,000,000.00 for any one occurrence. Said insurance shall cover all risks incident to any activity of the Contractor in any manner connected with performance of this agreement. Each insurance policy shall name the customer as an "additional insured". Contractor shall not begin performance of this agreement until and unless said insurance is in full force and effect.

18. Contractor agrees that it shall protect, indemnify, and hold harmless the customer and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the Contractor or the Contractor's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this Agreement. This includes payment of reasonable attorneys' fees and costs incurred by customer.

19. During the term of this Agreement the Contractor shall comply with the applicable state and/or federal labor standards.

20. During the term of this Agreement the Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.

21. During the term of this Agreement Contractor shall comply with all applicable affirmative action mandates.

22. During the term of this Agreement Contractor shall comply with all applicable equal employment obligations.

23. Contractor recognizes that it may have access to confidential or proprietary information. Contractor agrees to keep such information confidential.

24. Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.

25. Contractor shall not assign this Agreement in whole or in part. Contractor shall not assign any of its rights or obligations under this Agreement. Contractor shall not assign any payment due or to become due under this Agreement.

26. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Agreement shall be in any way affected thereby.

27. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless, and until such is reduced to writing and executed by customer and Contractor.

28. Customer and Contractor represents and warrants that it has carefully reviewed and fully understands this Agreement, including any attachment. This Agreement shall be binding upon and shall inure to the benefit of customer and Contractor and upon their respective heirs executors, administrators, personal representatives, and permitted successors and assigns.

29. This Purchase of Service Agreement constitutes the entire agreement between the parties.

Labor only Maintenance.

Labor only Maintenance includes the following. All provisions from above with the exception of parts for repair of attached equipment. This Labor only Maintenance agreement provides an on call person to respond to system issues within 2 hours and if deems necessary on site within 4 hours. All labor cost to repair units excluding acts of god will be covered under this plan.

Total cost for complete Maintenance (Parts and Labor)
$24,357. Per year

Total Cost of Labor only Maintenance (Labor Only)
$10,800 per year.

Accepted and agreed this _____ day of _____, 20____

_____
Paul D Shepherd
VEI Communications

Federal Employee Identification Number 35-6000210

Accepted and agreed this 27th day of December, 2017.

_____
Marlin Weinheit, President

Accepted and agreed this 27th day of December, 2017

_____
Dan Saylor, Vice President

Approved as to form this 27th day of December, 2017

_____
Todd I. Glass, Warrick County Attorney

Accepted and agreed this 27th day of December, 2017.

_____
Robert H. Johnson, Jr., Member

Attachment A

SITE EQUIPMENT LIST INCLUDED IN THE SERVICE AGREEMENT
All equipment is subject to the terms and conditions of the Service Agreement. The list of serial numbers will be required prior to the effective date. The RF site equipment and Warrick county dispatch console service is available 24 hours 7 days a week.

Equipment		Serial number	Cost
Console			
	HDHB-4	210031479	
		209131430	
		210031481	
		210031478	
	Computers	BN11452504	
		BN11521438	
		BN11410584	
	HEADSET INT	204261094	
	RHB-1	207031236	
		206271172	
		206271190	
	IP25300	NO SERIAL NUMBER DATA	
Backroom equipment			
	EF Johnson	5378H0711C10144	
		5378H0711C10060	
		5378H0711C10175	
		5378H0711C10174	
		5378H0711C10127	
		5378H0711C10150	
		517031516030054	
		517031531330108	
		517031534430028	
		517031534430031	
	Mot CDM 1250	7 TOTAL	
	MOT ASTRO 800	4 TOTAL	
	PS	2 TOTAL	
	UPS RACK	1 TOTAL	
	IP223	06031001	
		06031002	

		06031003	
		06031004	
		06031005	
		06031006	
		06031007	
		06031008	
		06031009	
		06031010	
System at EBy			
	Repeater	474CCM0298	
	Repeater	474CCM0294	
	Repeater	474CCM0301	
	Repeater	474CCM0299	
	Repeater	474CCM0293	
	Controller	505565	
	Controller	505573	
	Controller	505571	
	Controller	505578	
	Controller	505558	
System At Jail			
	Repeater	474CCM0296	
	Repeater	474CCM0297	
	Repeater	474CCM0295	
	Repeater	474CCM0300	
	Controller	505572	
	Controller	505578	
	Controller	505574	
	Controller	505579	
ACU 1000			
	XTS2500	MNVPM0FA	
	XTS2500	MNVPM0AA	
	XTS2500	MNVPM055	
	5300	45346	
	5300	45380	
	53SL	G10214	
	NX-800	6 TOTAL	
	ACU UNIT		

Warrick County Claims for Payment

~~AARON FRANZ~~	~~$ 151.44~~
ALSTADT'S	$ 724.06
PURDUE CES FUND, WARRICK COUNTY	$ 1,942.54
PC QUEST	$ 22.50
PC QUEST	$ 252.29
Grand Total:	~~$ 3,095.83~~ 2941.39

Marlin Weisheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

Warrick County Claims for Payment

A-1 POWER LLC	$	474.50
ACKERMAN OIL CO INC	$	1,092.13
AIGNER HARDWARE	$	942.40
AIRGAS USA, LLC	$	1,055.73
ALEXANDER FUNERAL HOME--EAST	$	200.00
ALEXANDER NEWBURGH CHAPEL	$	100.00
ALPHA LASER SERVICES	$	89.99
ARAB	$	45.00
B-HIVE PRINTING	$	762.05
BAILEY'S	$	47.00
BAYER'S PLUMBING INC.	$	75.00
BEST ONE TIRE & SERVICE	$	11,570.74
BOB BARKER COMPANY INC.	$	1,119.11
BOONVILLE LAWN AND GARDEN INC.	$	119.97
BRITE	$	271.00
BUMPER TO BUMPER / BTB CHANDLER	$	42.08
BUSINESS EQUIPMENT	$	25.40
CARTER LUMBER CO	$	69.27
CDW GOVERNMENT, INC.	$	5,638.68
CHIEF SUPPLY CORP	$	1,205.59
CIVILCON	$	4,848.00
CRAWFORD SUPPLY COMPANY	$	98.00
CRS ONE SOURCE(DIAFDS)	$	2,136.67
CULLIGAN OF EVANSVILLE	$	438.75
DEACONESS CLINIC, INC.	$	61.51
DEACONESS HOSPITAL	$	544.95
DELL MARKETING L.P.	$	94.99
DENTAL DELIVERY	$	687.50
EAST PINES ANIMAL CLINIC INC	$	64.50
EBN CONSTRUCTION & INDUSTRIAL SUPPLIES	$	299.16
EMERGENCY PROF OF INDIANA PC	$	99.13
ERB EQUIPMENT COMPANY	$	596.42
ERS WIRELESS COMMUNICATIONS	$	1,479.15
EVANSVILLE RADIOLOGY PC	$	159.89
EVANSVILLE SUPER BIKE SHOP INC	$	2,619.00
FARM BOY FOOD SERVICE	$	3,781.75
FELTS LOCK CO., INC.	$	355.50
FORTERRA PIPE & PRECAST-MIDWEST REG US	$	2,751.00
GEM CHEMICAL COMPANY, INC.	$	236.20
GRAINGER	$	111.45
HAMLIN EQUIPMENT RENTAL	$	1,668.60
HERR'S BODY SHOP	$	4,815.98
HUEBNER TRUCKING COMPANY INC.	$	152.00
HUTSON, INC.	$	125.00
IN CO ASSESSORS ASSOCIATION	$	638.48
INDIANA ASSOC OF BLDG OFFICIALS	$	50.00
INDIANA ASSOC OF CO COMMISSIONERS	$	1,100.00
INDIANA ELECTION DIVISION	$	85.00
INDOFF, INC.	$	55.00
INTERSTATE BATTERIES OF WABASH VALLEY	$	603.00
J & J SUPPLY, INC.	$	1,540.20
KENWAY DISTRIBUTORS INC	$	469.95
KIESLER'S POLICE SUPPLY INC	$	2,454.00
KING'S UPFITTING AND REPAIR	$	700.00
LAW CHEVROLET BUICK PONTIAC	$	2,407.20
LAWSON PRODUCTS, INC	$	498.00
LIEBERMAN TECHNOLOGIES	$	600.00
MCKESSON MEDICAL-SURGICAL INC.	$	344.93
METZGER CONSTRUCTION CO INC	$	1,943.53
MEUTH CONSTRUCTION	$	1,692.00
MEYER TRUCK EQUIPMENT	$	332.31
MILLER'S 5 & 10 STORE INC.	$	59.99
O'REILLY AUTO PARTS	$	139.09
OFFICE DEPOT, INCORPORATED	$	1,830.09
PAXTON MEDIA GROUP, LLC	$	133.80
PERFECTION DRIVELINE INC - CTC	$	679.99
PETERSON, KENNETH	$	75.00
PIRANHA SHREDDING/RECYCLING INC.	$	45.00
PRIORITY ONE & SECURITY, LLC	$	269.00
QUILL CORPORATION	$	1,287.16
RAINBOW PRINTING	$	295.00
RUXER TRUCK CENTER	$	250.72
SANOFI PASTEUR INC	$	1,507.38
SENTINEL OFFENDER SERVICES LLC	$	222.00
SERVICE PUMP AND MACHINE	$	481.00
SIEGELS	$	13,772.55
SOUTHEASTERN EQUIPMENT CO.,INC	$	197.95
SOUTHERN IN IMAGING CONSULTING	$	43.89
SOUTHWEST INDIANA PATHOLOGISTS LLC	$	49.47
SQUEAKY CLEAN	$	15.00
ST. VINCENT OCCUPATIONAL	$	120.00
STERNBERG INTERNATIONAL INC	$	247.37
TELEDATA COMMUNICATIONS OF IN	$	1,100.00
THE CHANGE COMPANIES	$	808.94
THE MEEKS MORTUARY	$	100.00

THE MURPHY ELEVATOR CO INC	$	275.91
TOTAL COURT SERVICES	$	127.50
TRANE U. S. INC.	$	570.75
TRI-STATE BEARING CO.INC.	$	32.50
TRI-STATE LIGHTING & SUPPLY CO INC	$	208.66
TRI-STATE REPORTING, INC.	$	280.30
TRI-STATE SYSTEMS INC	$	667.15
UNIFIRST CORPORATION	$	27.06
WABASH FOODSERVICE	$	3,924.14
WARRICK AUTOMOTIVE SUPPLY	$	1,598.23
WEBER EQUIPMENT	$	12.15
WEX BANK	$	101.52
WHAYNE SUPPLY CO.INC.	$	314.38
BOONVILLE POLICE DEPARTMENT	$	168.00
BRAD FULKERSON	$	19,182.01
BRADSHAW, JASON	$	1,090.83
BRETT W KRUSE	$	721.88
CHANDLER UTILITIES	$	20.39
CLERK - WARRICK COUNTY SUPERIOR COURT	$	62.50
CMI INC	$	374.00
CORRISOFT, LLC	$	220.00
TEAMSTERS LOCAL #215	$	2.00
DAVID K. ZENGLER, ATTORNEY	$	2,070.00
DIVISION OF CHILD SUPPORT	$	104.00
DOSSETT CONSULTING	$	500.00
EVANSVILLE WATERWORKS DEPT	$	19.29
FERGUSON, KELLY	$	79.20
GUY GENTRY	$	50.00
HOLLY KEY	$	85.21
INDIANA DEPARTMENT OF HOMELAND SECURITY	$	33.02
JEFF WILLIS	$	50.00
JEFFREY L VALIANT	$	100.00
KATHY DISINGER	$	200.00
LARRY SULAWSKE	$	144.43
MARTEL ELECTRONICS	$	299.99
MERCEDES MEDICAL	$	174.00
METZGER CONSTRUCTION CO INC.	$	94,858.46
MORLEY & ASSOCIATES INC.	$	16,415.40
MOUNTAIN VALLEY OF EVANSVILLE	$	15.50
MOUNTS ELECTRIC INC.	$	735.84
MULZER CRUSHED STONE, INC.	$	9,338.31
NADCP	$	275.00
NATIONAL TEST SYSTEMS	$	742.50
NEOPOST POSTAGE ON CALL	$	538.00

NIX SANITARY SERVICE	$	140.00
PURDUE CES FUND-WARRICK COUNTY	$	1,723.20
PURDUE UNIVERSITY COOPERATIVE EXT. SERV.	$	875.16
REDWOOD TOXICOLOGY LABORATORY INC.	$	141.50
ROBIN GREENLEE (CDFC)	$	405.00
RGAW CORPORATION	$	2,470.00
SHARON A JAMES	$	195.80
SPENCER COUNTY CLERK	$	30.00
THOMSON REUTERS	$	692.88
TIME WARNER CABLE	$	223.08
TYLER TECHNOLOGIES, INC	$	14,430.00
U.S. BANK	$	721.43
UNIFIRST CORPORATION	$	63.11
VAN AUSDALL AND FARRAR	$	65.80
VECTREN ENERGY DELIVERY	$	174.85
WABASH VALLEY SERVICE CO	$	8,378.45
WAGNER, CHRIS	$	200.00
WARRICK PUBLISHING CO	$	39.42
WILLIAM BYERS	$	50.00
WOW! BUSINESS	$	3,963.46
XEROGRAPHIC BUSINESS SYSTEM	$	34.10
ALPHA LASER SERVICES	$	364.80
APPLIED LAND SOLUTIONS	$	2,793.75
ARROW PLANNING GROUP	$	2,000.00
AT&T	$	82.29
B & B MOWING LLC	$	725.00
BLANKENBERGER BROS INC	$	74,470.77
BLUE360 MEDIA	$	132.37
BOONVILLE NATURAL GAS CORP.	$	112.77
BOONVILLE NOW	$	9,464.00
BOONVILLE UTILITIES	$	80.08
BOONVILLE-WARRICK LIBRARY	$	445,876.39
BOWEN, TRAVIS	$	115.44
BRETT M ROY	$	2,175.00
CAMPBELL, TERRY	$	60.00
CAROL RUFF	$	65.12
CLERK-TREASURER--BOONVILLE	$	1,733,482.04
CLERK-TREASURER--CHANDLER	$	327,209.66
CLERK-TREASURER--ELBERFELD	$	105,733.23
CLERK-TREASURER--LYNNVILLE	$	93,606.82
CLERK-TREASURER--NEWBURGH	$	468,108.95
CLERK-TREASURER--TENNYSON	$	11,628.94
CORRISOFT, LLC	$	226.60
DAN SAYLOR	$	193.16

DELTA PROPERTIES LLC	$	2,409.00
DILLINGHAM, JOHN E.	$	413.05
DUKE ENERGY	$	169.67
ECONOMIC DEV COALITION OF SW IN	$	110.00
ENLOW, DAVID	$	60.00
ERWIN, ERIC D.	$	60.00
FINE & HATFIELD, PC	$	7,337.50
FIRST BANKCARD	$	1,096.26
HOOSIER BUSINESS MACHINES INC.	$	174.21
HOUSTON LANDSCAPING	$	600.00
IHCDA BEP PROGRAM	$	265.00
INDIANA JUDGES ASSOCIATION	$	200.00
INDIANA OFFICE OF TECHNOLOGY	$	104.57
JASON BAXTER	$	79.55
JERRY AIGNER CONSTRUCTION,INC.	$	85,025.00
JOHNSON, ROBERT	$	162.80
KATHY MANNING	$	279.84
KELLER SHROEDER	$	1,027.60
MARTIN & MARTIN, INC.	$	6.66
MCDONALD LAW OFFICE	$	927.00
MEDICAL BENEFITS ADMINISTRATORS, INC.	$	219,026.23
METZGER CONSTRUCTION CO INC.	$	253,761.87
MORRIE DOLL	$	1,800.00
MULZER CRUSHED STONE, INC.	$	8,490.17
NEWBURGH-OHIO TOWNSHIP LIBRARY	$	847,420.70
NOMAD TECHNOLOGY GROUP	$	2,252.53
OFFICE DEPOT, INCORPORATED	$	77.78
OLD NATIONAL BANK	$	2,137.85
PATRICIA PERRY	$	163.68
PEOPLES TRUST & SAVINGS BANK	$	5,079,903.45
PURDUE CES FUND-WARRICK COUNTY	$	1,194.80
PURDUE UNIVERSITY COOPERATIVE EXT. SERV.	$	996.28
ROADSAFE TRAFFIC SYSTEMS INC	$	28,700.64
ROBERT R AYLSWORTH JUDGE	$	275.08
SARAH E REDMAN	$	44.00
SCHU, SAMANTHA	$	287.51
SRM REPORTING SERVICE	$	1,543.75
STOLL KEENON OGDEN PLLC	$	9,095.40
TIME WARNER CABLE	$	809.00
TRACTOR SUPPLY CO	$	200.42
TREASURER OF STATE OF INDIANA	$	36.30
TREASURER OF STATE-ACH	$	1,553,482.30
TRUSTEE -- ANDERSON TOWNSHIP	$	175,570.96
TRUSTEE -- BOON TOWNSHIP	$	67,190.36

TRUSTEE -- CAMPBELL TOWNSHIP	$	11,603.47
TRUSTEE -- GREER TOWNSHIP	$	18,610.54
TRUSTEE -- HART TOWNSHIP	$	14,516.70
TRUSTEE -- LANE TOWNSHIP	$	2,854.74
TRUSTEE -- OHIO TOWNSHIP	$	724,968.72
TRUSTEE -- OWEN TOWNSHIP	$	6,538.67
TRUSTEE -- PIGEON TOWNSHIP	$	27,180.00
TRUSTEE -- SKELTON TOWNSHIP	$	52,397.54
U.S. BANK	$	516.37
UNIFIRST CORPORATION	$	139.13
UNITED CONSULTING ENGINEERS	$	17,069.10
US BANK EQUIPMENT FINANCE	$	41.15
VECTREN ENERGY DELIVERY	$	3,089.28
WABASH VALLEY SERVICE CO	$	2,188.79
WARRICK COUNTY MUSEUM, INC	$	2,850.31
WARRICK COUNTY SCHOOL CORP.	$	5,886,366.71
WARRICK COUNTY TREASURER	$	9,224,895.74
WARRICK SOLID WASTE MGT DIST	$	689,749.22
WILLIAMSON, DAVID	$	11.88
WTH TECHNOLOGY, INC.	$	3,450.00
AMERICAN STRUCTUREPOINT INC	$	46,924.39
AT&T MOBILITY	$	95.10
BOONVILLE NATURAL GAS CORP.	$	1,444.50
BOONVILLE UTILITIES	$	4,001.10
CHANDLER UTILITIES	$	24.63
CLERK-TREASURER--BOONVILLE	$	291,035.16
CLERK-TREASURER--CHANDLER	$	48,319.50
CLERK-TREASURER--ELBERFELD	$	10,131.00
CLERK-TREASURER--LYNNVILLE	$	8,068.84
CLERK-TREASURER--NEWBURGH	$	56,333.84
CLERK-TREASURER--TENNYSON	$	2,889.84
FIRST BANKCARD	$	236.68
GORMAN, CHARLES T.	$	50.00
INDIANA AMERICAN WATER	$	926.08
INDIANA DEPT. TRANSPORTATION	$	1,714.73
JASON BAXTER	$	342.24
LOCHMUELLER GROUP	$	4,655.78
MARLIN WEISHEIT	$	160.16
MULZER CRUSHED STONE, INC.	$	11,967.81
PERSINGER - PHILLIPS, AUDREY	$	151.18
PIKE GIBSON WATER, INC	$	25.37
PSC	$	161.39
RAYMOND KLOECK	$	70.00
RENEWABLE RESOURCES	$	115.00
SATELLITE TRACKING OF PEOPLE LLC	$	2,142.75
SPRINT	$	2,187.13
STAHL, JEFFREY	$	50.00
STEVE BYERS	$	50.00
STEVEN BYERS	$	50.00
THE TOWN OF NEWBURGH	$	2,239.99
TOWN OF NEWBURGH	$	111,486.86
UNIFIRST CORPORATION	$	101.20
VECTREN ENERGY DELIVERY	$	293.55
VERIZON WIRELESS	$	1,170.49
VERL WHITE	$	50.00
WARRICK COUNTY TREASURER	$	1,251,491.48
ZIEMER STAYMAN WEITZEL SHOULDERS	$	1,250.00
Grand Total:	**$**	**30,270,108.05**

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 27th, 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: $30,270,108.05 Dated this 27th 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 2018 AGGREGATE CONTRACT

THIS CONTRACT FOR AGGREGATE MATERIALS (this "Agreement"), entered into by and between the Board of Commissioners of Warrick County (the "County"), the executive governing body of Warrick County, Indiana, having offices located at 107 W. Locust Street, Suite 301, Boonville, Indiana, and Mulzer Crushed Stone, Inc. ("Mulzer"), a contractor, having offices located at 534 Mozart Street, Tell City, Indiana,

WITNESSETH THAT:

WHEREAS, the County desires to contract with a vendor for the supply of aggregate materials available to be purchased by the County; and

WHEREAS, Mulzer is a "single source of supply" of aggregate materials available for purchase by the County, pursuant to Ind. Code 5-22-10-13; and

WHEREAS, the County, at its regularly scheduled meeting on December 27, 2017, voted to accept Mulzer's most recent proposal of aggregate materials available for purchase by the County (the "Proposal"), a copy of which is attached hereto as Exhibit "A" and made a part hereof.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and Mulzer agree as follows:

1. **Scope of Work**. Mulzer shall furnish aggregate materials to the County as proposed by the terms in Exhibit "A".

2. **Term**. The term of this Agreement shall be January 1, 2018, through December 31, 2018.

3. **Relationship of Parties**. Mulzer acknowledges that it has entered into this Agreement as an Independent Contractor of the County and shall not represent itself, or permit any of its employees to represent themselves, in any manner to any third party as a representative or authorized agent of the County. Mulzer shall neither be considered an employee of the County nor entitled to any benefits normally provided to an employee of the County. No liability of any nature shall attach to the County by reason of any claim which Mulzer may have against any other subcontractor or other parties arising out of the performance of this Agreement.

4. **Entire Agreement**. Both parties acknowledge that this Agreement represents the entire understanding and agreement among the parties hereto and with respect to the subject matter hereof, supersedes all prior negotiations between such parties, and may be amended, supplemented, or changed only by an instrument in writing which makes specific reference to this Agreement and which is signed by all of the parties hereto. Neither party shall assign or delegate any of its rights or obligations herein without the prior written consent of the other party.

5. **Governing Law**. This Agreement is being executed and delivered in the State of Indiana and shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. Both parties acknowledge that the judicial venue over a controversy arising out of this Agreement is Warrick County, Indiana.

6. **Notices**. All notices, elections, requests, demands, and/or other communications required or permitted hereunder shall be given in writing and personally delivered or sent by a nationally-recognized express courier services offering overnight delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the parties as follows (or to such other person or such other address as either party hereto shall have given via written notice to the other):

If to the County:

Warrick County Commissioners
107 W. Locust Street, Suite 301
Boonville, IN 47601

If to Mulzer:

Mulzer Crushed Stone., Inc.
334 Mozart Street
P.O. Box 249
Tell City, IN 47586

Either party may change the address to which a notice is to be sent from time to time, upon providing written notice to the other parties hereto as provided above.

7. **Waiver**. Compliance with any provision hereof may be waived, but only in writing by all of the parties hereto. No exercise, or failure to exercise, any right hereunder, and no partial or single exercise, of that or any other right shall be construed to be a waiver of that or any other right, it being understood that all such rights and remedies are cumulative and not exclusive.

8. **Counterparts and Copies**. This Agreement may be executed in counterparts. Both parties acknowledge that paper or electronically transmitted copies of this Agreement are enforceable as the original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

"COUNTY"
WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor Date: 1. 16. 2018
Dan Saylor, President

Date: 1/16/18
Robert Johnson, Vice President

Date: 1-16-18
Marlin Weisheit, Member

"MULZER"
MULZER CRUSHED STONE, INC.

V.P. Date: 1/12/18
(Officer Name), (Position)

EXHIBIT "A"
Mulzer Crushed Stone, Inc., Proposal

Please see attached.

Mulzer Crushed Stone, Inc.

534 Mozart Street • P.O. Box 249 • Tell City, Indiana 47586-0249
Office Fax: 812.547.7921
www.mulzer.com

December 15, 2017

Warrick County Highway Dept.
Attn.: Joe Grassman Purchasing Manager
555 Roth Road
Boonville, IN 47601

Gentlemen,

Listed below are your prices that will become effective January 1, 2018. Pricing is subject to change throughout the year.

	F.O.B. Dale	F.O.B. Newburgh	F.O.B. Rockport
Stone #53, 73	$14.00	$13.85	$13.85
Stone #1, 2, 4, 5, 7	14.50	13.95	13.95
Stone #8	15.00	14.50	14.50
Stone #9	15.50	15.00	15.00
Stone #11	15.85	16.05	16.05
Stone #12	16.90	16.75	16.75
Rip Rap, 12" Top Size Max	17.05	17.45	17.45
Rip Rap, 12" – 18"	N/A	18.10	18.10
Fill Sand	11..65	8.00	8.00

All pricing is FOB Mulzer Location unless otherwise stated.

You have been quoted a preferred discount status on your price schedule. This discount is based on your good credit and our experience with your account. Terms are payment in full by the 20th of the month following invoice date.

We sincerely appreciate your business. Good luck and have a prosperous 2018!

Sincerely,
Mulzer Crushed Stone

Kevin Kein
Sales Representative

Warrick County Sheriff's Office
SHERIFF BRETT KRUSE

P.O. Box 487 - 100 S.R. 62 West - Boonville, IN 47601 - (812) 897-6180
Fax: (812) 897-3654 - www.warrickcountysheriff.com

December 18, 2017

To: Warrick County Board of Commissioners
107 W. Locust St. #301
Boonville, IN. 47601

Reference: Declaring handguns surplus

Sirs,
The Warrick County Sheriff's Office is in the process of replacing our current .40 caliber duty pistols with 9mm pistols. There are two main reasons for doing this. First, Research has shown that the 9mm round is as effective as the .40 S&W round, but much less costly to shoot. We will save approximately $80.00 for every thousand rounds we shoot. Secondly, our current weapons are nearing the time where we will need to replace their night sights and recoil spring assemblies. It will cost more to replace those items than it would to just purchase new pistols. In order to keep this procurement of new duty pistols within our budget we will be trading our current Glock, model G22's AND G27. In order to do this, we need to have our current Glock model G22's declared surplus. The pistols to be declared surplus are as follows:

PLP159 PLP181 PLP157 PLP180 PLP155 PLP178 PLP177 PLP176 PLP175 PLP174
PLP173 PLP183 PLP161 PLP158 PLM986 SBA172 WXN743 SBA173 PLP164 PLM988
PLP171 PLP182 SBA177 PLP172 WXN742 SBA174 PLP156 PLP162 PLP154 PDR336
PLM997 PLM996 PLM995 PLM994 PLM993 PDR339 PLM991 PLM992 PLM990 PLM989
PLM987 SBA171 PLM984 PDR338 PLM181 WXN740 PDR337 SBA178 PDR335 PLM980
PLM985 PLM983 SBA175 WXN741 PLM982 WXN744 WXN745 EHN137

Respectfully,

Approved by motion on 12-27-17

Sheriff Brett Kruse

Marlin Weisheit

December 27, 2017

TOWN/COUNTY UTILITY REIMBURSEMENT AGREEMENT

Agreement Amount $300,000.00 Des No. 0500636
Agreement Type Standard Project No. 0500636
Work Description Relocation of Sanitary Sewer Facilities Road Oak Grove Road
County Warrick

THIS AGREEMENT, made and entered into this 27th day of December 2017, by and between Town of Newburgh
23 W. Jennings Street, P.O. Box 100
Newburgh, IN 47629
(hereinafter referred to as the "Utility"), and Warrick County Board of Commissioners
107 W. Locust Street, Suite 301
Boonville, IN 47601
Indiana, acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency").

WITNESSETH:

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

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

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

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter referred to as the "Policy Guide"), dated December 9, 1991, and 23 CFR 645 Subpart A, incorporated by reference, in order to receive

reimbursement for the costs of the adjustments, removals, alterations, and/or relocation of the existing facilities of the Utility;

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

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

SECTION I – DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

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

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

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

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

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

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

SECTION II – WORK COMMENCEMENT

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

SECTION III – SUBORDINATION OF RIGHTS

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

SECTION IV – MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

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

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

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

SECTION V – STANDARD PAYMENT METHOD/PROGRESS BILLING

The Utility may, once the Utility has accumulated **One Thousand and 00/100 Dollars ($1,000.00)** of expenses, submit one request for payment per calendar month for work covered by this Agreement. The utility shall attach an itemization of costs incurred with each request for payment. This itemization of costs shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B".

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

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

Partial payment shall not abrogate the Local Public Agency's or the State's right to dispute, in good faith, the Utility's claim for compensation. Such good faith disputes shall be resolved upon

presentation of the Utility's final request for payment and the resolution of any audit performed in accordance with Section IX of this Agreement.

Notwithstanding the estimated cost shown on Exhibit "B" or the actual cost incurred by the Utility, the Local Public Agency's obligation to reimburse the Utility shall be the total sum of Three Hundred Thousand and 00/100 Dollars ($300,000.00).

SECTION VI – LUMP SUM PAYMENT METHOD

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

The Local Public Agency may make payment to the Utility by lump sum if the total cost for the adjustments, removals, alterations, and/or relocations do not exceed Twenty-Five Thousand and 00/100 Dollars ($25,000.00). Lump sum payments in excess of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) will be made only if in the best interests of the public, in accordance with 23 CFR 645.113(f), and approved by the Federal Highway Administration.

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

SECTION VII – FINAL BILL

The Utility shall present its final itemized bill, accompanied by an itemized cumulative invoice, within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final itemized bill. Such supporting documents include, without limitation, copies of material invoices, time sheets, vendor and/or contractor invoices, and other such documents as deemed necessary by the State to support such invoice.

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

SECTION VIII – RECORDS

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

Upon completion of the Utility's work, the Indiana Department of Transportation's Division of Accounting and Control may audit the Utility's records to determine the cost of

relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR Part 31.

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

SECTION IX – DISCRIMINATION

Pursuant to Ind. Code 22-9-1-10, the Utility, its contractors and subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

The Utility shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 CFR Part 21, as they may be amended from time to time, herein incorporated by reference.

SECTION X – GENERAL LIABILITY PROVISIONS

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

SECTION XI – INCORPORATION OF THE UTILITY POLICY GUIDE

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

SECTION XII – PENALTIES/INTEREST/ATTORNEY'S FEES

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

SECTION XIII – GOVERNING LAWS

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

SECTION XIV – BINDING UPON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon both parties and their successors and assigns.

SECTION XV – NON-COLLUSION AFFIDAVIT

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

SECTION XVI – MAINTAINING A DRUG-FREE WORKPLACE

(A) The Utility and its subcontractors, if any, covenant and agree to make a good faith effort to provide and maintain, during the term of this Agreement, a drug-free workplace, and that written notice will be given to the contracting Local Public Agency and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Utility has been convicted of a criminal drug violation occurring in the Utility's workplace.

(B) Additionally, if the total contract amount set forth in this Agreement is in excess of Twenty-Five Thousand and 00/100 Dollars ($25,000.000), the Utility and its subcontractors, if any, hereby further agree that this Agreement is expressly subject to the terms, conditions, and representations contained in the Drug-Free Workplace certification executed by the Utility in conjunction with this Agreement and which is appended as an attachment hereto.

(C) Failure of the Utility and its subcontractors, if any, to in good faith comply with the terms of Subsection (A), above, or falsifying or otherwise violating the terms of the certification referenced in Subsection (B), above, shall constitute a material breach of this Agreement, and shall entitle the State and the Local Public Agency to impose sanctions against the Utility and its subcontractors, if any, including, without limitation, suspension of contract payments, termination of this Agreement, and/or debarment of the Utility and its subcontractors, if any, from doing business with the State and the Local Public Agency for up to three (3) years.

SECTION XVII – BUY AMERICA CERTIFICATION

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

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

THE UTILITY:

Town of Newburgh

Anne Rust Aurand
Anne Rust Aurand,
Town Council President

ATTEST:

Jon Lybarger
Jon Lybarger, Clerk/Treasurer
Town of Newburgh

ACKNOWLDGEMENT

State of Indiana County of Warrick SS:

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

Anne Rust Aurand
(Names and Officers of Signers of Utility)

Town of Newburgh Sewer
(Name of Utility)

And acknowledged the execution of the foregoing contract on this 27th day of December, 2017.

Witness my hand and seal the said last day.

My Commission Expires 5-6-2020

(Seal)

(Signature)

Christy Powell
(Notary Public, Printed)

CHRISTY LYNN POWELL
NOTARY PUBLIC – OFFICIAL SEAL
State of Indiana, Warrick County
My Commission Expires: May 06, 2020

FOR:

Warrick County Board of Commissioners

BY:

Marlin Weisheit, President

Dan Saylor, Vice-President

Robert H. Johnson, Jr., Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

ACKNOWLDGEMENT

State of Indiana County of Vanderburgh SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Marlin Weisheit, Dan Saylor & Robert H. Johnson, Jr.

And acknowledged the execution of the foregoing contract on this 8th day of January, 20 18.

My Commission Expires 09-14-2025

(Seal)

REBECCA KORBA
Commission Expires 09-14-2025
NOTARY PUBLIC
NOTARY SEAL
Comm. # 706167
Vanderburgh County
STATE OF INDIANA

Rebecca S. Korba
(Signature)

Rebecca S. Korba
(Notary Public, Printed) Vanderburgh Co, IN

This document prepared by

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