WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
January 8, 2018
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

AREA PLAN COMMISSION
REZONING PETITIONS
PC-R-17-17 PETITION OF JEFFREY AND PATRICIA MAUCK

Commissioner Saylor: Sherri, APC.

Sherri Rector: Okay, thank you. The first two (2) items are Rezoning Petitions. The first one (1) is PC-R-17-17, Petition of Jeffrey and Patricia Mauck. Owner Patricia Mauck Irrevocable Trust, JP Family, LLC and Jeffrey and Patricia Mauck to rezone three point three-nine (3.39) acres located on the north side of State Road 62 approximately one thousand seventy (1,070) feet east of the intersection formed by State Road 62 and Rockport Road from A, Agriculture to C-3, Highway Commercial. This is in Boon Township. It was a unanimous recommendation of approval by the Plan Commission at their December 11, 2017 meeting. The Maucks presently have a veterinary clinic located here and has been for years. They're wanting to add on so they're bringing it to the current rez…the current zoning that is required now.

Commissioner Saylor: Hello. State your name.

Patricia Mauck: Patricia Mauck.

Jeff Mauck: Jeff Mauck. And if you don't know me, it's your lucky day. I can't talk.

Commissioner Weisheit: We get a break today, don't we, Patty?

Chad Wagner: I'm Chad Wagner, Professional Surveyor and Consultant for the Maucks.

Sherri Rector: And Mr. President, when you vote on this, it will be County Commissioner Ordinance 2018-01.

Commissioner Saylor: Okay. Does anybody have any questions on, on this?

Commissioner Johnson: No, I don't.

Roger Emmons: You might ask for remonstrators.

Commissioner Saylor: Are there any remonstrators in the audience today?

Roger Emmons: For or against.

Commissioner Saylor: For or against? No? Let the record show none are present. So do I have a motion to approve the Ordinance?

Commissioner Johnson: I make a motion to approve Commissioner Ordinance 2018-01.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor?

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

Commissioner Saylor: Motion carries three, zero (3-0).

Commissioner Weisheit: Thank you. Good luck with it.

(Ordinance 2018-01 is Located on Page 17 of these Official Minutes)

PC-R-17-18 PETITION OF JASON AND JAMIE ELLIOT - JOHN AND NORMA HILL

Sherri Rector: The next one (1) is PC-R-17-18, Petition of Jason and Jamie Elliot, Owner, John and Norma Hill, to rezone point eight-five (0.85) acres located on the north side of State Road 662 approximately three hundred and twenty-five (325) feet east of the intersection formed by Epworth Road and State Road 662 from C-1, Neighborhood Commercial to C-2, Community Commercial. It is a part of Lot 7 and 8 in Epworth Garden Subdivision in Ohio Township. This was also a unanimous recommendation of approval by the Planning Commission at their December 11,

2017 meeting. The applicants are proposing to open a nanobrewery located within this. And it has been a business there for years.

Commissioner Saylor: Hello. State your name for the record.

Jason Elliot: Jason Elliot.

John Hill: I'm John Hill.

Norma Hill: I'm Norma Hill.

Commissioner Saylor: Okay. Alright. Do we have anybody, is there any questions on this Ordinance?

Commissioner Johnson: No.

Commissioner Saylor: Do we have any remonstrators for or against in the audience? Okay. Is there anyone, you guys like to say or…?

Commissioner Johnson: No.

Commissioner Saylor: Okay. Alright. Do we have a motion to approve?

Commissioner Johnson: Make a motion to approve Warrick County Commissioner Ordinance 2018-02.

Commissioner Weisheit: Second.

Commissioner Saylor: Any discussion? All in favor?

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Commissioner Johnson: Good luck.

Commissioner Weisheit: Good luck with it.

Commissioner Saylor: Thank you.

Commissioner Weisheit: Thank you.

(Ordinance 2018-02 is Located on Page 17 of these Official Minutes)

REQUEST FOR ACKNOWLEDGMENT OF SIDEWALKS ORCHARD VIEW TOWNHOUSES

Sherri Rector: Okay. The next item is a Request for Acknowledgment of Sidewalks, Orchard View Townhouses PUD, Section 1D, Phase I, by Affordable Builders of Indiana, LLC. Brent Holweger, Member. This is for Mia Court and it was five hundred eighty (580) feet. They have had fi…two (2) years on their letter of credit. And Mr. Holweger did send an email that he would not be able to attend the meeting today. Bobby has reviewed the sidewalks and has signed off on their completion.

Commissioner Saylor: Okay, do I have a motion or request, they not…?

Commissioner Johnson: See if Bobby (inaudible).

Commissioner Saylor: Oh, Bobby, you good with this?

Bobby Howard: Yeah, I'd recommend acknowledgement.

Commissioner Saylor: Alright. Do we have a motion?

Commissioner Weisheit: I make a motion to approve.

Commissioner Saylor: Second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries three, zero (3-0).

(Acknowledgement of Sidewalks, Orchard View, is Located on Page 18 of these Official Minutes)

REQUEST FOR RELEASE OF SURETY ORCHARD VIEW TOWNHOUSES PUD

Sherri Rector: The next items are Request for Release of Surety, Orchard View Townhouses, PUD, Section 1D, Phase I, by Affordable Builders of Indiana, Brent Holweger. Private streets, they've had two (2) years. This is for what you just, no, this is release on the private streets. Right, Bobby?

Bobby Howard: Yes.

Sherri Rector: Okay, so, and Bobby has reviewed this.

Commissioner Saylor: Okay.

Sherri Rector: They are completed.

Commissioner Saylor: Bobby, you're good with it?

Bobby Howard: Yeah, they have the streets that were constructed to the approved plan. So I'd recommend release.

Commissioner Saylor: Okay.

Commissioner Weisheit: Make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Release of Surety, Orchard View, is located on Pages 19 of these Official Minutes)

C-17-064 COMMERCIAL DRIVEWAY

Sherri Rector: The next one (1) is Commercial Driveway C-17-064, Maken Corporation, Danny Ubelhor, President. This is Lot 7 in Warrick Research and Industrial Center #8. We're holding five thousand eight hundred and eighty-three dollars ($5,883.00). Bobby has reviewed.

Commissioner Saylor: Mr. Howard?

Bobby Howard: The driveway was constructed per the approved plan. Would recommend release of the surety.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: I make a motion to approve.

Commissioner Saylor: Have a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Commercial Driveway, C-17-064, is located on Page 19 of these Official Minutes)

REQUEST FOR EXTENSION OF SURETY WATERSTONE VILLAGE SECTION 2

Sherri Rector: The next two (2) items are Request for Extension of Surety, Waterstone Village, Section 2, by Maken Corporation. Danny Ubelhor, President. This is for Sidewalk Construction. Has had fourteen (14) years. Requesting a one (1) year extension with a reduction from five thousand six hundred forty dollars ($5,640.00) to two thousand five hundred and sixty-eight ($2,568.00). The Ordinance allows for a maximum time period of nine (9) years. Therefore they are requesting a modification from the Subdivision Control Ordinance. The letter of credit expires on January 27, 2018. Bobby has reviewed.

Commissioner Saylor: Mr. Howard?

Bobby Howard: The dollar amount is sufficient.

Commissioner Johnson: Motion.

Commissioner Saylor: Second?

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Extension of Surety, Waterstone Village, is located on Page 20 of these Official Minutes)

HUNTINGTON RIDGE

Sherri Rector: The next one (1) is Huntington Ridge by Maken Corporation, Danny Ubelhor, President. Sidewalk Construction also. Has had twelve (12) years. Requesting a one (1) year extension with no reduction from three thousand three hundred and seventy-two dollars ($3,372.00). Again the Ordinance allows for maximum time period of nine (9) years. Therefore they're asking for a modification from the Subdivision Control Ordinance. We are holding that in escrow, that dollar amount. Bobby has reviewed. Their letters are stating, due to the slow rate of lot sales, they don't want to put the sidewalks in before the homes are built. So that's why they're asking for the extensions.

Commissioner Saylor: Mr. Howard?

Bobby Howard: The dollar amount is sufficient.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries three, zero (3-0).

Sherri Rector: That's all I have. Thank you.

Commissioner Saylor: Okay. Thank you.

(Extension of Surety, Huntington Ridge, is located on Page 21 of these Official Minutes)

APPROVAL OF MINUTES
DECEMBER 27, 2017

Commissioner Saylor: Next item up on the agenda is Approval, next item on the agenda is the Approval of the December 27, 2017 Regular Session Meeting Minutes.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

ITEMS FOR DISCUSSION
2018 COMMISSIONER MEETING DATES
RESOLUTION 2018-01

Commissioner Saylor: Next item, Resolution 2018 Commissioners' Meeting Dates for 2018. You all got a chance to look at those?

Roger Emmons: It is 2018-01 and I have the original here for the Board's signature.

Commissioner Saylor: Okay. Do I have a motion to approve Resolution 2018-01?

Commissioner Johnson: Motion.

Commissioner Saylor: Second?

Commissioner Weisheit: I second it.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Resolution 2018-01 is located on Page 22 of these Official Minutes)

2018 PAYROLL APPROVED DATES RESOLUTION 2018-02

Commissioner Saylor: Next on the agenda is the Resolution for the Commissioners' Payroll Approval Dates for 2018. Do I have a motion to approve?

Commissioner Johnson: Motion.

Commissioner Saylor: Second?

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Resolution 2018-02 is located on Page 22 of these Official Minutes)

WARRICK COUNTY TOURISM BOARD APPOINTMENTS

Commissioner Saylor: Next item on the agenda is the Warrick County Tourism Commission Appointments

Roger Emmons: I, I was referring, I referred to that incorrectly for the agenda. It's actually the Tourism Board. And they are nominations. The Commissioners make the appointments based on the municipalities and other bodies' nominations.

Commissioner Johnson: I don't think we're ready for that, are we?

Roger Emmons: So far, we've received the County Council's appointments or nominations rather. I'm sorry. Dale Austin, Democrat. Ralph Turpin and Steve Smith, both Republican. I think we've received the Town of Newburgh's.

Todd Glass: Yes.

Commissioner Saylor: Carol Schaffer.

Roger Emmons: Carol Schaffer

Commissioner Saylor: Right?

Roger Emmons: And we're waiting on the City of Boonville. I called them just before the meeting. Sarah Hurt, who's the Mayor's assistant, said she'd have to find out from the Mayor and call me back. But she didn't make it before the meeting started.

Commissioner Saylor: Well, we're, we have three (3) of our four (4), so why don't we just postpone this to the...

Todd Glass: You can certainly do that, Mr. President. You have until a week from today. So you could spend the week, make sure that you've got all the names in and you can look at those and make sure the criteria's met on each name and make a decision and we'll, we can have you sign those appointments by a week from today and you can certainly approve them at the next meeting on public record.

Commissioner Saylor: Okay.

Todd Glass: And what you can also do, between Roger and I, we can make sure that those nominees that are appointed can be notified by email or somehow. And Roger and I can help you with that.

Commissioner Saylor: Okay. Alright. So nothing else we need to do on that? [illegible]

Commissioner Johnson: Well, we can make a motion...

Todd Glass: Table it.

Roger Emmons: Table it.

Commissioner Johnson: To the next meeting.

Commissioner Saylor: Okay. Do we have a motion to table it to our next Commissioners' Meeting?

Commissioner Weisheit: So moved.

Commissioner Johnson: Motion. Second.

Commissioner Saylor: All in favor, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

HISTORIC WARRICK COUNTY JAIL PRESERVATION PLAN APPROVAL RESOLUTION 2018-03

Commissioner Saylor: Alright. Next item on the agenda is Carol Hagedorn, Coalition.

Carol Hagedorn: Good afternoon.

Commissioner Saylor: Good afternoon.

Commissioner Johnson: Hello.

Carol Hagedorn: I am before you, actually, to request your approval of the Resolution, and I don't know the number, 2018...?

Kristine Georges: '03.

Roger Emmons: '03.

Carol Hagedorn: Okay. Thank you. We approximately a year ago began the planning process for the historic preservation of the Warrick Historic Jail. That plan has been executed. I think Roger, Roger has five (5) copies and, Marlin, I believe you had one (1) from our public hearing held in November. OCRA has reviewed the document and it has met with their standards which means essentially at this point in time, we just need you to pass the Resolution indicating that you two (2) are in agreements with the plan. That it meets OCRA standards and it meets the desires of the County. And then we can close out the project. So does anyone, does anyone have any questions with regards to the plan itself and/or the Resolution? And if it helps, I also have some, these were handed out at the public hearing if you guys want to see these as well. I'll share them with you. It's kind of a summary.

Commissioner Weisheit: Do we need to appoint a Board at this time, too, to work with on this?

Carol Hagedorn: I think that's being done as a separate agenda item?

Commissioner Weisheit: Okay.

Roger Emmons: In our other items.

Commissioner Weisheit: Okay.

Commissioner Saylor: Thank you.

Commissioner Weisheit: Thank you.

Carol Hagedorn: Here's this.

Commissioner Weisheit: No, I've got mine, thank you. Appreciate it.

Todd Glass: Oh, and, Mr. President, the form of the Resolution's been approved and it's ready for approval.

Commissioner Saylor: Okay.

Commissioner Weisheit: I would make a motion to approve Resolution 2018-03.

Commissioner Saylor: Do I have a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Carol Hagedorn: Thank you very much.

Commissioner Saylor: Thank you, Carol.

Carol Hagedorn: Appreciate it.

Commissioner Saylor: Um hum.

(Historic Jail Resolution 2018-03 is located on Page 23 of these Official Minutes)

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
DISCUSS SELECTION OF PROFESSIONAL CONSULTANT TO PREPARE WARRICK COUNTY ADA SELF-EVALUATION AND ADA TRANSITION PLAN

Commissioner Saylor: Roger, you're up next.

Roger Emmons: Thanks, Mr. President. Get to my…first item I have is to discuss Selection of a Professional Consultant to Prepare Warrick County ADA Self-Evaluation and Warrick County ADA Transition Plan. At the last meeting on December 27th I reported that I received a proposal from Gary Hunt from First Group Engineering, INC located in Indianapolis. I'd asked Mr. Hunt to call me, on January 2nd, when I asked him, and here it is the 8th and he's not called me. So I sent another email to Chuck Sims who's the Vice President for that groups engineering or transportation design services, excuse me. And he replied, he'll need to look into this and get back. So, as far as something like this, and I stated, you can consider this an emergency and select whichever consultant you want to to do this because INDOT has stated they want us to get this done this year or they're going to look at stopping our Federal Aid dollars. And that could end up being millions of dollars in Federal Aid road and bridge funding. So you don't have to select First Group. You can tell me to send out some RFP's or I'd like to know from Counsel, could I just prepare some simple specifications, send them to local engineering firms that I can find out to do this type of work and ask them to give us a quote. Is that…?

Todd Glass: Certainly.

Roger Emmons: That's…?

Todd Glass: For the services you're describing, yeah, certainly. If the Commissioners want to instruct you to do that, you can do that and get that information back in so they have something to work from. Certainly.

Roger Emmons: And if the Board's okay with that, I'll work with Joe, as our Purchasing Manager, to get that done. And if the Board wants to email me with some firms you'd like me to solicit, I pretty well know most of the ones we're using now. I'd like to get a consensus if that's the way you'd like to proceed.

Todd Glass: A consensus would be fine.

Commissioner Weisheit: I'm fine with it.

Commissioner Saylor: I'm good.

Commissioner Johnson: I'm good.

Roger Emmons: Alright. Thank you very much. I'll proceed with that.

WARRICK EMA
DATA EQUIPMENT, INC AGREEMENT

Roger Emmons: Next item I have is Warrick EMA. It's a software maintenance agreement with Data Equipment, INC for ID Badge Software. I copied you on my January 4th email regarding this agenda item. And even though it's only for six hundred dollars ($600.00), the Commissioners are the only body of executives that have the authority to approve and then sign these types of documents. So I have a simple one (1) page agreement and I sent that to you and Todd some time ago. I guess it's okay. Todd, is that correct?

Todd Glass: Yes.

Commissioner Saylor: It's in order?

Todd Glass: Yes. It's ready for signature by the President.

Roger Emmons: By the President, so just a motion to approve.

Commissioner Saylor: Okay. I need a motion to approve the Warrick EMA Software Maintenance Agreement for ID Badges.

Commissioner Johnson: So moved.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries three, zero (3-0).

Roger Emmons: Thank you.

Roger Emmons: Regarding the Warrick County Historic Jail Project, Debbie Bennett-Stearsman sent us an email back in the middle of December last year. Carol recently resent that reminding us about that. They're recommending that we target the August 16, '08, I'm sorry, '18, 8-16-18 application to OCRA for the Historic Jail Project and that the Commissioners appoint one (1) or more persons to meet with the Coalition to review and discuss the project. And I, I said I'd be happy to do that. And perhaps one (1) of the Commissioner could sit in, that'd be great as well or anybody else you'd like to see in on it.

Commissioner Weisheit: I would be glad to volunteer for that project. I know you guys have taken a lot of other things on this year and I'll have a little more time than you. But since I've spearheaded that jail with some other people, Boonville NOW, and different things, I'm familiar with it. I'd be glad to volunteer to set on that Board. And I'd also like, I know Carol being involved, and I definitely want Debbie Bennett-Stearsman to be involved along with Roger. And maybe somebody from the Council.

Roger Emmons: Yeah, that's a good idea. Yeah.

Commissioner Weisheit: Do we appoint that position? Or would we just wait for the Council?

Roger Emmons: I can ask Krystal to see if...

Commissioner Weisheit: See if one (1) of them would volunteer to set with us.

Todd Glass: Yeah, that's all you'd do.

Roger Emmons: Because of the funding on it, I think their support, they be involved.

Commissioner Weisheit: I guess five (5) then? One (1) from Council, me and you, and Carol and Debbie would be great. So yeah, thank you. Is that a...?

Roger Emmons: If the Commissioners are okay with it?

Commissioner Weisheit: We just need to do a consensus...?

Commissioner Saylor: Need a consensus?

Commissioner Weisheit: On that?

Todd Glass: Consensus is fine.

Roger Emmons: Thank you very much.

(Data Equipment, INC Agreement is located on Page 24 of these Official Minutes)

COURTHOUSE RENOVATION PROJECT UPDATE

Roger Emmons: The, actually the next item about the IT portion of the Courthouse and Judicial Center Modernization Project, it's kind of informational. You can reply via email. But since I brought it up, you know, we've got the Courthouse Renovation Project and there's all sorts of facets that are going to be done for that project. One (1) of them was the IT improvements which was Klink and internet phone, IP phone, internet protocol phones. And I'm thinking, I can't recall did we take that one (1) off and we're going to have to see if the Council would approve an additional? Or take part out of the Rainy Day? I don't recall that. But I can review and see what we did. Regardless, it's going to be a certain cost. I don't think it's going to be near as costly as what ESG's estimate was. And they had, Joe, do you remember, it was tens of thousands. I mean it's gonna, it's not gonna be cheap, but it's going to be a lot less than what they recommended. I mean used to be phones, new phone systems like the one (1) we've got now, these two (2) buildings, are so obsolete. I think it was over two hundred thousand ($200,000.00). Well, over the years they just keep coming down, new phone systems. Especially when you have these internet protocol phones. They seem to be much more efficient.

Commissioner Johnson: Well, Nick is here.

Roger Emmons: Pardon?

Commissioner Johnson: Nick is here.

Roger Emmons: Oh, hi, Nick. Do you remember?

Nick Atherton: (Inaudible).

Roger Emmons: Okay. Okay. Well, anyway, I would just encourage the Commissioners to think about that. And we've been approved for up to six point five million ($6,500,000.00) for funding by the Council. And later in the meeting, Todd's going to present for your approval regarding Umbaugh and Associates and Barnes and Thornburg to engage in the finances of the project. Other than that, that's all I have.

Commissioner Saylor: Okay.

Roger Emmons: Thank you, Mr. President.

Commissioner Saylor: Thank you, Roger.

COUNTY ATTORNEY
APPROVAL OF REIMBURSEMENT AGREEMENT WITH BOONVILLE NOW FOR VETERAN'S MEMORIAL

Commissioner Saylor: Next item on the agenda is our County Attorney.

Todd Glass: Alright, Mr. President. A few items on the agenda, with firstly, you instructed me to put together a contract for reimbursement by the County to Boonville NOW, excuse me to Boonville NOW to the County. The County put forward some necessary incidental expenses for the Warrick County Veteran's War Memorial. Boonville NOW desires to reimburse the County that sum which is one thousand twenty-seven dollars and eighty-five cents ($1,027.85). And I have a contract ready for the Commissioners to approve and the President sign. We'll ask Boonville NOW to sign it also and that will allow for the reimbursement to be receipted in.

Commissioner Saylor: Counsel, do we need a motion?

Todd Glass: Yes, a motion to approve that contract.

Commissioner Saylor: Do we have a motion to approve…?

Commissioner Johnson: Do we have a Resolution number?

Commissioner Saylor: Is that a Resolution?

Todd Glass: No, no, it's a contract.

Commissioner Saylor: Yeah.

Commissioner Johnson: Contract.

Todd Glass: For reimbursement. So the Commissioners just entertain a motion to approve the contract for reimbursement from Boonville NOW for the War Memorial.

Commissioner Saylor: Okay.

Commissioner Johnson: So moved.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you.

(Reimbursement Agreement, Boonville NOW, is located on Pages 23 through 24 of these Official Minutes)

BUILDING DEPARTMENT
INDEPENDENT CONTRACTOR AGREEMENT

Todd Glass: And then we have a request from the Building Inspector. I don't know if he wants to address it at all, but an Independent Contractor Agreement to enter into with Conner Reising and the Building Department and the Commissioners for a building inspector. In essence, part-time but he'd be an Independent Contractor. Terms of payment is twenty thousand dollars ($20,000.00) for the calendar year of 2018 at three hundred eighty-four dollars and sixty-two cents ($384.62) per week. And this is our Independent Contractor Agreement that we use for the Health Department and other departments. So it's ready to be approved by the Commissioners for signature by all three (3) Commissioners and the Building Commissioner. I believe this, the funds have been already situated so Dennis is just waiting for the contract.

Roger Emmons: What's that now?

Commissioner Saylor: Call Dennis up? We need to call Dennis? Dennis, you want to come up?

Roger Emmons: (Inaudible) he can come up to the podium. I would say that I know the Commissioners said something about an hourly rate, I really think having the total amount and the weekly rate be good as long as Dennis as Building Inspector keeps track of his hours. (Inaudible).

Building Commissioner Lockhart: Dennis Lockhart, Warrick County Building Inspector.

Commissioner Saylor: So you're good with that then? Keeping, keeping...?

Building Commissioner Lockhart: Oh, yeah. That's the way we originally started out with.

Commissioner Saylor: Oh, okay. Okay. Any, any questions for Dennis?

Commissioner Johnson: Naw, I'm good.

Commissioner Saylor: Do I have a motion to, for the Independent Contractor Agreement?

Commissioner Johnson: I make that motion.

Commissioner Weisheit: I'll second.

Commissioner Saylor: Any discussion? All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Building Commissioner Lockhart: Thank you, gentlemen.

Commissioner Weisheit: Thank you, Dennis.

Commissioner Saylor: Thanks, Dennis.

Commissioner Weisheit: Good luck with it.

(Independent Contract Agreement, Building Department, is located on Pages 24 through 26 of these Official Minutes)

OLD COURTHOUSE AND HISTORIC JAIL RENOVATION PROJECT ENGAGEMENT OF UMBAUGH ASSOCIATES AS FINANCIAL ADVISOR AND BARNES AND THORNBURG AS BOND

Todd Glass: Then, Mr. President, I have one (1) more item on the agenda. Two (2) other items not on the agenda. We do have the, in front of you, the proposed engagement of Umbaugh and Associates as Financial Advisor for the County and Historic Jail and Sheriff Department general obligation bond which will actually be written as a guaranteed energy savings contract. That is for them to serve as Financial Advisor. And also Barnes and Thornburg to serve as bond Counsel. We've had several telephone conferences already. Late this afternoon, Umbaugh and Associates have already emailed me, which I haven't gotten emailed to you, initial projections on some options that are going to be available to the Commissioners for financing. So that's something that the Commissioners can start looking at as soon as I send it to you tomorrow. I would recommend, Mr. President, that you approve the engagement of both Umbaugh and Barnes and Thornburg on the condition that the rate for services are paid at the bond closing, at the conclusion of the project and that if you want any further information about those rates, that they provide it to you.

Commissioner Saylor: Okay.

Todd Glass: They're standard agreements and I've reviewed them. They're in order. But I would want to get something from Umbaugh in writing clarifying that they understand that that's in fact how it would be paid.

Commissioner Saylor: So...

Todd Glass: At the closing.

Commissioner Saylor: So, Todd, you're working also with ESG in case, in looking at the options of lease purchase and any other type of conventional financing that might be available...?

Todd Glass: Correct. Actually, what will happen is Umbaugh will do that with them.

Commissioner Saylor: Okay.

Todd Glass: And they'll look at it and they're going to look at, ESG does not provide financing, but they have a lot of institutional knowledge about what their other clients have done on the financing component of it. And they've offered to feed that information to Umbaugh, and Umbaugh said that'd be great to have that conversation with their finance director I believe it's the person who would be doing that in addition to also looking at local financial institutions.

Commissioner Saylor: I think ultimately what this Board wants is what's the best deal for the taxpayers.

Todd Glass: And that, and basically that's the job Umbaugh does for you.

Commissioner Saylor: Okay. Good deal.

Todd Glass: They'll provide you with that advice, but it's your decision.

Commissioner Saylor: Okay, so do we need a motion to approve.

Todd Glass: I would request a motion to approve the engagement of both Umbaugh and Barnes and Thornburg in directing the President to sign those engagements.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Motion.

Commissioner Saylor: Second?

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. President.

(Engagement of Umbaugh Associates is located on Pages 35 through 38 of these Official Minutes)

(Engagement of Barnes and Thornburgh is located on Pages 28 through 32 of these Official Minutes)

RESOLUTION FOR EMPLOYEE IDENTIFICATION BADGE FEE FOR EMA

Todd Glass: The items that just popped up recently is an Employee Identification Badge Fee for the Emergency Management Agency. I actually have a proposed Resolution for it, but in speaking with Roger before the meeting, he located a, a badge, an employee badge policy.

Roger Emmons: (Inaudible).

Todd Glass: Right?

Roger Emmons: That I've since sent you and the Commissioners.

Todd Glass: Wonderful, it, it, it's not on the agenda but with your permission, Mr. President, I'd like to take that policy that doesn't look like it was ever formally resolved as a County policy.

Roger Emmons: I think it was.

Todd Glass: Was it?

Roger Emmons: Back in 2002.

Todd Glass: Well, it needs updated. Let's put it that way.

Roger Emmons: (Inaudible) update with the replacement fees we've been discussing and also needs to add the Warrick EMA Office also can provide photo ID badges. And it specifies how they are to be worn. And it would be easily added, amended to that policy.

Commissioner Saylor: Right. Because there's two different types of badges. A proximity badge and just a regular badge. I don't think we had proximity badges sixteen (16) years ago.

Roger Emmons: No, we didn't.

Todd Glass: And what I can do is I can incorporate all those things in one (1) comprehensive Resolution that you could consider for your next meeting. If that's okay by consensus.

Commissioner Weisheit: Fine with me.

Commissioner Johnson: That's fine.

Commissioner Saylor: I'm good.

Todd Glass: Okay.

AUDITOR'S OFFICE
SBS GROUP CONTRACT FOR SCANNING RECORDS

Todd Glass: Also, it's, let's see, it's up to the Commissioners, we don't have to deal with this but the Auditor's Office does have a contract from SBS Group Portals Information and Records Associates out of South Bend, Indiana. And I don't know if the Auditor needs to explain what this is for. It's for the digitization of all the Auditor's records. She did submit this contract to me a couple weeks ago I believe. And I got, it got lost, but it is in order.

Auditor Stevens: And if there are any changes, they're great to work with.

Auditor Stevens: Debbie Stevens, Warrick County Auditor.

Commissioner Saylor: Thank you.

Todd Glass: And I believe this is for the, did I say that already? Digitization, I like trying di, di, di, gi, digi, digitization of all of your records, plat records, I...

Commissioner Saylor: Did you say that right?

Todd Glass: We'll see how it's put in the minutes.

Kristine Georges: That should be fun, thanks.

Auditor Stevens: Electronic storage.

Commissioner Saylor: Sorry Counsel.

Todd Glass: Electronic storage.

Auditor Stevens: Transfer records.

Todd Glass: Plat books and records.

Commissioner Saylor: (Inaudible).

Auditor Stevens: Yes, we did take quotes on that. I worked with Joe and he invited bids and they were the only actually responsive bidder that could meet all of the criteria that we needed for the project.

Todd Glass: I do want permission to reach out to them and, and get a statement on e-verify into the contract, but that's the only thing I see it missing and I can do that if the Commissioners approve it.

Auditor Stevens: Okay.

Commissioner Saylor: Okay. Do I have a motion to approve the contract with SBS Group for our Auditor and the digitization of records?

Commissioner Weisheit: I make a motion to approve.

Commissioner Saylor: Is there a second?

Commissioner Johnson: I'll second that.

Commissioner Saylor: All in favor?

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: No more digitization. I'm, that completes my items, thank you.

Commissioner Saylor: Thank you.

(SBS Group Contract is located on Pages 32 through 34 of these Official Minutes)

COURTHOUSE RENOVATION PDA AGREEMENT

Roger Emmons: I apologize, I know Debbie's up next. I left off one (1) item that's pretty important. That is, this has been basically we've approved in the past and Counsel Andrew Skinner, with Todd's firm, is the PDA Agreement, the Project Development Agreement for Dan's signature with ESG on the Courthouse Renovation Project. Now I have two (2) originals that were revised for Andrew and Todd's changes on this for...

Todd Glass: Did we not approve that already? Or...?

Roger Emmons: It has been approved. I just wanted to bring it to the meeting.

Todd Glass: Oh, I understand.

Commissioner Saylor: So nothing...

Roger Emmons: I think you're okay. I'll just put it over here for your signature.

TOWN OF NEWBURGH UTILITY REIMBURSEMENT AGREEMENT UPDATE

Todd Glass: To that end, Mr. President, we also have the Newburgh Reimbursement Agreement for Oak Grove Phase II previously approved and I have it ready for signature also tonight.

Commissioner Saylor: Does that need to be approve by motion?

Todd Glass: No, it's already been approved.

Commissioner Saylor: Already been, okay. Alright. Alright. That, then everything...?

Todd Glass: Nothing further. Thank you.

Commissioner Saylor: Okay.

COUNTY AUDITOR
NON-CERTIFIED CLAIMS

Commissioner Saylor: Our County Engineer.

Roger Emmons: Auditor.

Commissioner Saylor: Oh, Auditor. I'm sorry. I jumped over. Debbie?

Auditor Stevens: Okay. Debbie Stevens, Warrick County Auditor. Alright, I have four (4) and did you receive the copies of the Claims and the list of the Non-Certified Claims?

Commissioner Saylor: Yes.

Auditor Stevens: Okay. Any questions on those? I have, first the Health Department, PC Quest. Again we continue to use the vendor but we don't have any type of a contract or agreement in place for the services they provide. That is a total of seven hundred forty dollars ($740.00). Personal reimbursement for mileage, Health Department, one fifty-four-forty-four, ($154.44). Fifth Third Bank, that's Economic Development charge card and personal purchases of coffee, water, peanuts, and sparkling water. Professional Software Corporation, this is the one (1) that didn't have an itemized invoice from the last meeting. I've attached all the information that I have on it. But it is not an itemized invoice, so I don't really feel comfortable certifying that so I'll pass it along to you to approve or disapprove.

Commissioner Saylor: Okay.

Auditor Stevens: Based on the information that you have. Total of one thousand one hundred seventy-eight dollars and twenty-nine cents ($1,178.29).

Commissioner Saylor: Okay, is there a motion to approve?

Commissioner Weisheit: I make a motion to approve the Non-Certified Claims.

Commissioner Saylor: Is there a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor?

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Thank you.

(Non-Certified Claims are located on Page 26 of these Official Minutes)

CERTIFIED CLAIMS

Auditor Stevens: Finally the expense Claims that are audited and certified for a total of nine hundred thirty-nine thousand nine hundred sixty-four dollars and nineteen cents ($939,964.19).

Commissioner Saylor: Do I have a motion for the Claims?

Commissioner Johnson: Make a motion to pay the Claims.

Commissioner Saylor: Second?

Commissioner Weisheit: Second.

Commissioner Saylor: Okay, all in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries three, zero (3-0).

Commissioner Weisheit: Thank you.

Commissioner Saylor: Thanks, Debbie.

(Certified Claims are located on Pages 26 through 27 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
SPEED LIMIT POSTING REQUEST FOR BROOKSTONE SUBDIVISION

Commissioner Saylor: Now our County Highway.

Bobby Howard: Yes, the first item I have is a Speed Limit Posting Request for Brookstone Subdivision. We've had a few complaints from there. There is no speed limit sign. And on a review, it's a residential subdivision and I recommend twenty (20) miles per hour. I believe a Resolution would need to be drafted. And if you could approve that, for our Counsel to draft a Resolution for twenty (20) miles per hour based on our engineering study.

Commissioner Weisheit: I'd make a motion to approve Brookstone Subdivision to be posted at twenty (20) miles per hour and Counsel to draft a Resolution.

Dan Saylor: Second?

Commissioner Johnson: Second.

Commissioner Saylor: Second, all in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries three, zero (3-0).

UNOFFICIAL DETOUR ROUTE FOR BRIDGE REPLACEMENT ON STATE ROAD 161

Bobby Howard: The next item I have is INDOT is planning on doing a bridge replacement on State Road 161 over Little Pigeon Creek. The unofficial detour on local roads would mainly impact Spencer County. But looking at the map, a portion of Maxville Road from the County Line to State Road 62/161 would be utilized as the unofficial detour route in Warrick County. And so I just ask for approval of this unofficial detour route.

Commissioner Saylor: Do I have a motion for approval of the State Road 161 unofficial detour route?

Commissioner Johnson: Make a motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Bobby Howard: Just for the record. I don't believe it's going to be closed for several more months yet. And it's scheduled to be a hundred (100) day closure. That's all I have, thank you.

Commissioner Saylor: So what's the start date on that, you think?

Bobby Howard: They didn't, they didn't, I think it was going to be in April.

Commissioner Saylor: In April?

Roger Emmons: Does this provide for the State reimbursement to us?

Bobby Howard: Yes, this that unofficial detour (inaudible).

Commissioner Saylor: Thank you.

(Unofficial Detour Route Approval is located on Pages 27 through 28 of these Official Minutes)

BOONVILLE BY-PASS AND WEYERBACHER ROAD UPDATE

Commissioner Weisheit: Bobby, have you heard anything on the Boonville Bypass as far as anything further from INDOT?

Bobby Howard: No, I have not.

Commissioner Weisheit: Still look like they're going to be closed 'til spring before repairs are made?

Bobby Howard: Yeah, they've done core samples. I haven't heard about the results of that yet. So I would expect it to be closed 'til spring.

Commissioner Weisheit: Yeah, I know Boonville New Harmony's open. Have they done anything about Weyerbacher Road? Give us any consensus on (inaudible)?

Bobby Howard: I'm trying to set up a meeting...

Commissioner Weisheit: Okay.

Bobby Howard: With the project manager and the district manager to discuss those.

Commissioner Weisheit: I'm sure it will be spring before the repairs are made. But it'd be nice if they'd help us like they was supposed to. Thank you.

Commissioner Saylor: Anything else?

Bobby Howard: That's all I have. Thanks.

COUNTY PURCHASING

Commissioner Saylor: Okay, County Purchasing. Joe?

Joe Grassman: Nothing.

Commissioner Saylor: Nothing? Okay. Nothing.

COUNTY SHERIFF

Commissioner Saylor: County Sheriff?

Brett Kruse: I have nothing.

Commissioner Saylor: Nothing, okay.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: Commissioners, Mr. Weisheit?

Commissioner Weisheit: I have nothing.

Commissioner Saylor: Mr. Johnson?

Commissioner Johnson: Nothing, Sir.

Commissioner Saylor: I have one (1) thing. I'd like to extend our appreciation as a Board of Commissioners to Marlin Weisheit for his service in the last year as President. I think he led this Board in the right direction and I hope I can do half as good a job as he did. So, Marlin, thank you very much.

Commissioner Weisheit: Well, I appreciate that.

Commissioner Saylor: We appreciate your service to the County and the taxpayers of this County.

Commissioner Weisheit: Thank you.

Commissioner Saylor: If there's anything, nothing else, a motion?

Commissioner Johnson: Make a motion to dismiss.

Roger Emmons: I don't know, it's up to you as President, you might ask for any final comments from, anybody have any business in the audience. If you want to do that. You don't have to.

Commissioner Saylor: Anybody else have any comments from the, would like to say anything? No? Okay. We have a motion?

Commissioner Johnson: I make a motion to dismiss.

Commissioner Weisheit: Second.

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

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:38 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

DAN SAYLOR, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

MARLIN WEISHEIT, MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2018-01

PLAN COMMISSION DOCKET # RC-R-17-17

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

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

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

That the boundaries of the C-3 District, as shown on said Warrick County Zoning District Map, be amended as to the following described real estate:

A part of the Northeast Quarter of Section 36, Township 5 South, Range 8 West of the Second Principal Meridian, Ohem Township, Warrick County, Indiana and more particularly described as follows:

Commencing at the Southwest corner of said Quarter-Section; thence along the South line thereof, South 88 degrees 12 minutes 58 seconds East a distance of 185.63 feet to the Point of Beginning, being the Southeast corner of a parcel described to Brian William Hendricksen in Deed Document 2017R-007430 in the Warrick County Recorder's Office; thence along the East line thereof, North 00 degrees 01 minutes 23 seconds East a distance of 614.04 feet; thence South 89 degrees 58 minutes 37 seconds East a distance of 292.96 feet; thence South 00 degrees 01 minutes 23 seconds West a distance of 72.00 feet; thence South 89 degrees 58 minutes 37 seconds East a distance of 52.00 feet; thence South 00 degrees 01 minutes 23 seconds West a distance of 548.02 feet to the South line of said Quarter-Section; thence along said South line, North 88 degrees 12 minutes 58 seconds West a distance of 345.06 feet, to the Point of Beginning, containing 3.39 acres, more or less.

Which real estate is now zoned and classified as part of the Agricultural District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said Agricultural District to said C-3 District.

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

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

President

Member

Member

Board of Commissioners, Warrick County, IN

ATTEST:

County Auditor

1-8-18

Date Approved

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

Signature

Printed Name

This document prepared by: Chad A. Wagner

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2018-02

PLAN COMMISSION DOCKET # RC-R-17-18

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

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

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

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

Part of Lot 7 and Part of Lot 8 in Epworth Gardens, as per plat thereof, recorded in Plat File 2, page 59 in the Office of the Recorder of Warrick County, Indiana and being a part of the Northwest Quarter of the Southeast Quarter of Section 32, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana and being more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 32; thence along the west line of said Quarter Quarter Section, South 100 feet to a point on the extended north line of Lot 9 in said Epworth Gardens; thence along the extended north line of said Lot 9, East 20 feet to the northwest corner thereof; thence along the north line of Lot 9 and Lot 8 in said Epworth Gardens, East 247 feet to the northwest corner of a tract of land conveyed to John H. and Norma J. Hill in Deed File 3, card 16817 in the Office of said Recorder and being the point of beginning; thence along the north line of said Hill tract, South 89 degrees 22 minutes 15 seconds East 115.73 feet to the northeast corner thereof; thence along the east line of said Hill tract, South 01 degree 13 minutes 15 seconds West 331.76 feet to the northeast corner of a tract of land conveyed to the State of Indiana in Document 1997R-011530 in the Office of said Recorder; thence along the north line of said State tract, North 77 degrees 27 minutes 12 seconds West 95.13 feet to the beginning of a curve to the right having a central angle of 00 degrees 19 minutes 05 seconds, a radius of 4247.18 feet and a chord dimension of North 77 degrees 17 minutes 39 seconds West 23.57 feet; thence along the north line of said State tract and along the arc of said curve 23.57 feet to the northwest corner of said State tract and being a point on the west line of said Hill tract; thence along the west line of said Hill tract, North 01 degree 20 minutes 40 seconds East 307.19 feet to the point of beginning and containing a gross area of 0.85 acres, more or less.

Subject to all easements, rights-of-ways, and restrictions of record.

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

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

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

President

Member

Member

BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

ATTEST:

County Auditor

1-8-18

Date Approved

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

Signature

Jason Elliot
Printed Name

This document prepared by Jason Elliott

Sidewalk Acknowledgement

SIDEWALK ACKNOWLEDGEMENT

Date: 10-23-17 Receipt # 22309

NAME OF SUBDIVISION: Orchard View Townhouses - PUD Section 1D as recorded in 2016R-010206 in the office of the Recorder of Warrick County, Indiana.

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

NAME OF STREET	NO. OF LINEAL FEET
Mia Court	580'

Subdivision Developer

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

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

I have inspected subject sidewalks and recommend acknowledgement.

County Highway Engineer

ACCEPTED:

Date: 1-8-18

BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

This Document Prepared by: _____

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

_____

. Area Plan Commission

From:	Glen Meritt
Sent:	Thursday, December 21, 2017 11:40 AM
To:	. Area Plan Commission
Cc:	Bobby Howard; Steve Sherwood
Subject:	Orchard View PUD - Section 1D
Attachments:	doc06312920171221113543.pdf

The remaining sidewalks have been installed along Taylor Drive across the entire lot 1 frontage and also along the entire frontage (Mia Court & Taylor Drive) of Outlot A. Please inspect and let me know if you need anything else. Thanks

Glen Meritt Jr.
Project Engineer
CASH WAGGNER & ASSOCIATES, PC
414 Citadel Circle, Suite B
Evansville, IN 47715
Main: 812-401-5561 Cell: 812-774-2988

CASH WAGGNER & ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

October 20, 2017

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

RE: Orchard View Townhouses - PUD Section 1D
Newburgh, IN
Our Project No.: 16-2524

All sidewalks required for Orchard View Townhouses – PUD Section 1D are in place and have been constructed in relative conformance with the approved plans.

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

Sincerely,
CASH WAGGNER & ASSOCIATES, PC

Glen Meritt Jr., P.E.
Project Engineer

Cc: File

FILED
OCT 30 2017
WARRICK COUNTY
AREA PLAN COMMISSION

414 CITADEL CIR. • SUITE B • EVANSVILLE, IN 47715
PH: 812.401.5561 • FAX: 812.401.5563
E-MAIL: AGENCY@CASHWAGGNER.COM
EVANSVILLE • JASPER WWW.CASHWAGGNER.COM

Release of Surety

CASH WAGGNER & ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

October 20, 2017

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

RE: Orchard View Townhouses - PUD Section 1D
Street Certification
Project No.: 16-2524

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

We ask that you inspect the improvements and release the surety for this development.

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

Sincerely,

Glen Meritt, Jr.
Project Engineer

cc: File

W:\162524\Documents\STREET CERT Ltr Mia Ct.doc

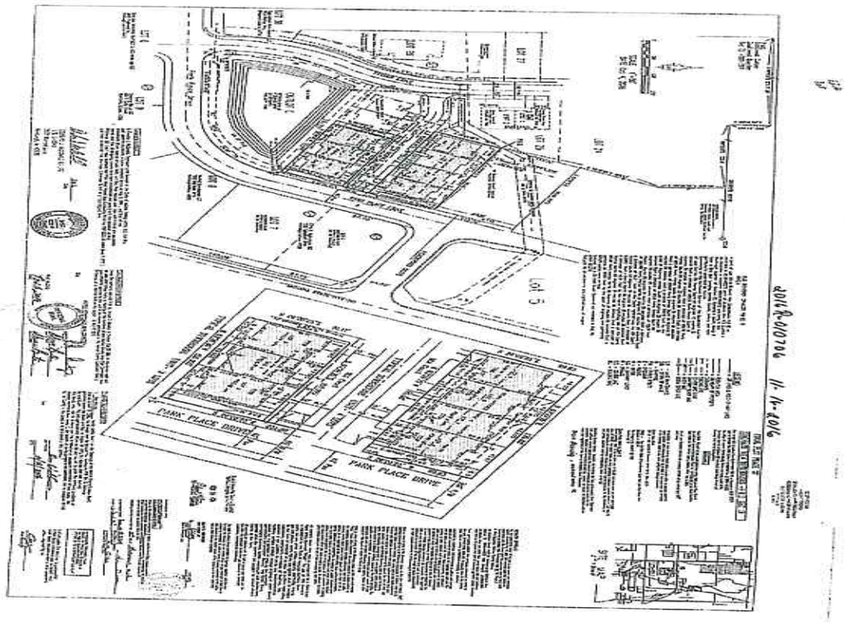
BOARD OF COMMISSIONERS:
President
Vice President
Member

FILED
OCT 30 2017
WARRICK COUNTY AREA PLAN COMMISSION

ATTEST:
Auditor
Date: 1-8-18

410 CITADEL CIRCLE, SUITE G
EVANSVILLE, IN 47715

PH: 812.401.3361
FAX: 812.401.3363



Release of Surety

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

812.464.9505 Office 812.464.2514 Fax
4000 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

December 13, 2017

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

FILED
DEC 13 2017
WARRICK COUNTY AREA PLAN COMMISSION

Re: Commercial Driveway 4866 Vann Road - Lots 7 of Warrick Research No.8 Section 1
Release of Surety
Morley Project # 5255.4.011B

Dear Bobby,

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

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

Thank you,

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

cc: Warrick APC
Danny Ubelhor

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

BOARD OF COMMISSIONERS:
President
Vice President
Member

ATTEST:
Auditor
Date: 1-8-18

Extension of Surety

Waterstone Village Letter of Credit

BOARD OF COMMISSIONERS:

President

Vice President

Member

ATTEST:

Auditor

Date: 1-8-18

FILED
DEC 08 2017
WARRICK COUNTY
AREA PLAN COMMISSION

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

December 8, 2017

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

RE: WATERSTONE VILLAGE – SECTION 2
LETTER OF CREDIT EXTENSION AND RENEWAL
OUR PROJECT # 5255.4.001 B

Dear Bobby:
On behalf of Maken Corporation, developer of Waterstone Village Section 2, we are requesting a one year extension for Waterstone Village Section 2. The original permit will expire on January 27, 2018. Due to the slow rate of lot sales, and that sidewalks cannot be built before house construction is done (without damaging them during home construction), we are requesting this extension.

We have inspected the sidewalks. The following sidewalks need to be completed:

Sidewalks along lots: 120, 122 and 127.

214LF @ $12.00	$2,568.00
TOTAL	$2,568.00

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

Thank you.

James E. Morley, P.E., P.L.S.
encl: Reduced Plat
Warrick APC Letter

cc: Warrick APC - Sherri Rector
Maken Corp. - Jeff Ubelhor
File

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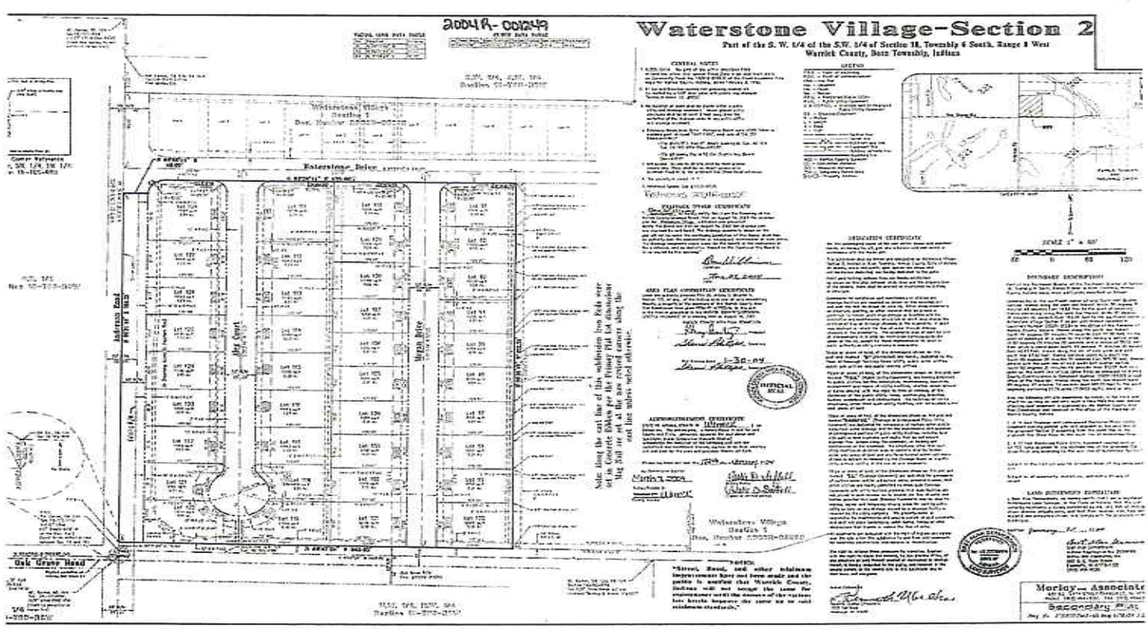
J:\5000s\5200-5299\5255\Civil\5255 Waterstone Sec 2 Sidewalks.dwg

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



Extension of Surety

Huntington Ridge Letter of Credit

BOARD OF COMMISSIONERS:

President

Vice President

Member

ATTEST:

Auditor

Date: 1-8-18

FILED
DEC 08
WARRICK COUNTY
AREA PLAN COMMISSION

MORLEY
ARCHITECTS | ENGINEERS | CONSULTANTS

812.464.9505 office 812.464.2914 fax
4800 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

December 8, 2017

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

RE: HUNTINGTON RIDGE
LETTER OF CREDIT EXTENSION AND RENEWAL
OUR PROJECT # 6388

Dear Bobby:
On behalf of Maken Corporation, developer of Huntington Ridge, we are requesting a one year extension for Huntington Ridge. The original permit will expire on January 27, 2018. Due to the slow rate of lot sales, and that sidewalks cannot be built before house construction is done (without damaging them during home construction), we are requesting this extension.

We have inspected the sidewalks. The following sidewalks need to be completed:

Sidewalks along lots: 60' of Lot 1, 50, 51, and 53.

281LF @ $12.00	$3,372.00
TOTAL	$3,372.00

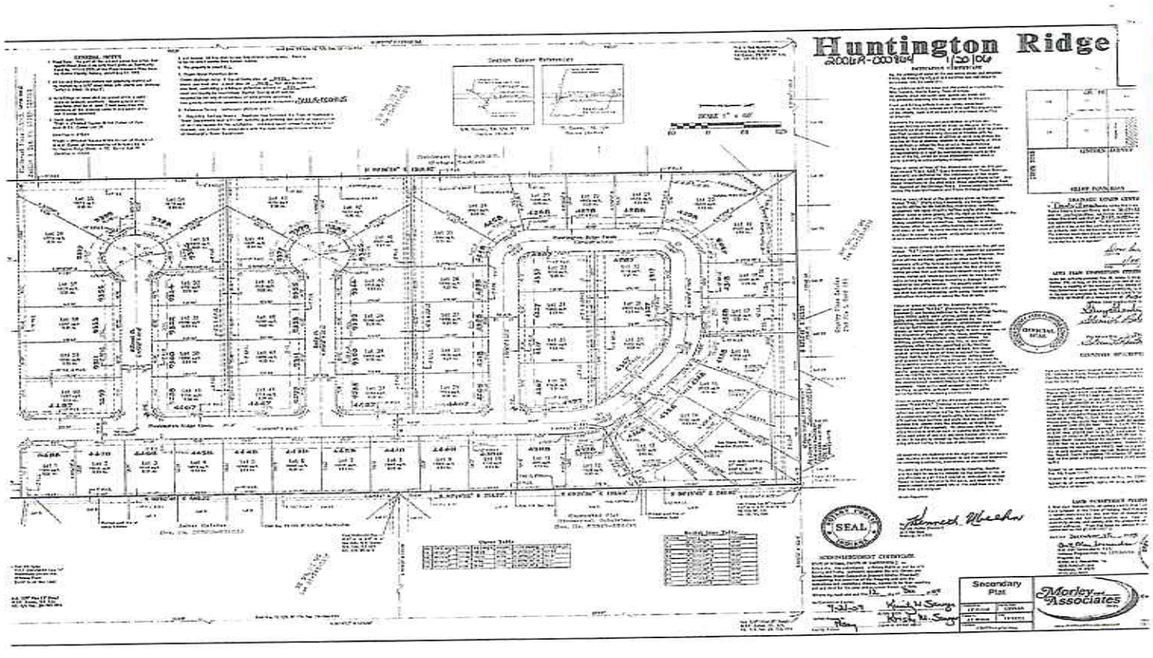
We recommend retaining the above-mentioned amount to ensure that all of the sidewalks are completed.

Thank you.

James E. Morley, P.E., P.L.S.
encl: Reduced Plat
Warrick APC Letter

cc: Warrick APC - Sherri Rector
Maken Corp. - Jeff Ubelhor
File

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



WARRICK COUNTY COMMISSIONERS RESOLUTION 2018-01

WHEREAS, Indiana Code 36-2-2-6 provides that the Board of Commissioners shall by resolution at the first meeting in January of each year, establish dates of regular meetings to be held throughout the year;

NOW, THEREFORE, be it resolved by the Board of Commissioners of Warrick County that said Board shall hold regular meetings on the dates and times as hereinafter set forth:

MONDAY	JANUARY 8, 2018	4:00PM
MONDAY	JANUARY 22, 2018	4:00PM
MONDAY	FEBRUARY 12, 2018	4:00PM
MONDAY	FEBRUARY 26, 2018	4:00PM
MONDAY	MARCH 12, 2018	4:00PM
MONDAY	MARCH 26, 2018	4:00PM
MONDAY	APRIL 9, 2018	4:00PM
MONDAY	APRIL 23, 2018	4:00PM
MONDAY	MAY 14, 2018	4:00PM
TUESDAY	MAY 29, 2018	4:00PM
MONDAY	JUNE 11, 2018	4:00PM
MONDAY	JUNE 25, 2018	4:00PM
MONDAY	JULY 9, 2018	4:00PM
MONDAY	JULY 23, 2018	4:00PM
MONDAY	AUGUST 13, 2018	4:00PM
MONDAY	AUGUST 27, 2018	4:00PM
MONDAY	SEPTEMBER 10, 2018	4:00PM
MONDAY	SEPTEMBER 24, 2018	4:00PM
MONDAY	OCTOBER 8, 2018	4:00PM
MONDAY	OCTOBER 22, 2018	4:00PM
TUESDAY	NOVEMBER 13, 2018	4:00PM
MONDAY	NOVEMBER 26, 2018	NOON
MONDAY	DECEMBER 10, 2018	4:00PM
WEDNESDAY	DECEMBER 26, 2018	4:00PM

THIS RESOLUTION PASSED AND ORDAINED THIS 8th DAY OF JANUARY, 2018.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Member

ATTEST:

Deborah K. Stevens, Auditor

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WARRICK COUNTY COMMISSIONERS RESOLUTION 2018-02

WHEREAS, Indiana Code 36-2-2-6 provides that the Board of Commissioners shall by resolution at the first meeting in January of each year, establish dates of regular meetings to be held throughout the year;

AND WHEREAS, the Commissioners desire to establish dates to approve payroll claims for the calendar year of 2018;

NOW, THEREFORE, be it resolved by the Board of Commissioners of Warrick County that said Board shall sign the payroll ledger to approve payroll on or about the dates and times as hereinafter set forth:

THURSDAY	JANUARY 4, 2018	3:30PM
THURSDAY	JANUARY 18, 2018	3:30PM
THURSDAY	FEBRUARY 1, 2018	3:30PM
THURSDAY	FEBRUARY 15, 2018	3:30PM
THURSDAY	MARCH 1, 2018	3:30PM
THURSDAY	MARCH 15, 2018	3:30PM
THURSDAY	MARCH 29, 2018	3:30PM
THURSDAY	APRIL 12, 2018	3:30PM
THURSDAY	APRIL 26, 2018	3:30PM
THURSDAY	MAY 10, 2018	3:30PM
THURSDAY	MAY 24, 2018	3:30PM
THURSDAY	JUNE 7, 2018	3:30PM
THURSDAY	JUNE 21, 2018	3:30PM
THURSDAY	JULY 5, 2018	3:30PM
THURSDAY	JULY 19, 2018	3:30PM
THURSDAY	AUGUST 2, 2018	3:30PM
THURSDAY	AUGUST 16, 2018	3:30PM
THURSDAY	AUGUST 30, 2018	3:30PM
THURSDAY	SEPTEMBER 13, 2018	3:30PM
THURSDAY	SEPTEMBER 27, 2018	3:30PM
THURSDAY	OCTOBER 11, 2018	3:30PM
THURSDAY	OCTOBER 25, 2018	3:30PM
THURSDAY	NOVEMBER 8, 2018	3:30PM
WEDNESDAY	NOVEMBER 21, 2018	3:30PM
THURSDAY	DECEMBER 6, 2018	3:30PM
THURSDAY	DECEMBER 20, 2018	3:30PM

THIS RESOLUTION PASSED AND ORDAINED THIS 8th DAY OF JANUARY, 2018.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice-President

Marlin Weisheit, Member

ATTEST:

Deborah K. Stevens, Auditor

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RESOLUTION # 2018-03

A Resolution of the Warrick County Board of County Commissioners Approving the Historic Warrick County Jail Preservation Plan

WHEREAS, Warrick County had identified adequate reason to analyze the Warrick Historic Jail for Historic Preservation planning, and

WHEREAS, Warrick County has hired Hafer to define and describe the issues, advise us of our options, and make recommendations to address this issue in the near future, and

WHEREAS, Warrick County has received federal Community Development Block Grant dollars from the Indiana Office of Community and Rural Affairs to fund this study and has contributed $1,800 as local match for this project, and

WHEREAS, Warrick County has reviewed the process and completed study thoroughly and is satisfied with the services performed, information contained therein, and methodology applied; and

WHEREAS, Warrick County has received six (6) copies of this document for our records and will keep them on file in the County offices for future reference.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA, that the final document is hereby approved, contingent upon comments and approval received from the Indiana Office of Community and Rural Affairs. Warrick County will fully consider all comments and feedback received from the Indiana Office of Community and Rural Affairs and will direct its consultant to provide amended copies of this plan reflecting all said comments.

The above ordinance is passed and adopted by the Warrick County Board of Commissioners this 8TH day of JANUARY, 2018.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

WARRICK COUNTY CONTRACT FOR REIMBURSEMENT

THIS CONTRACT FOR THE REIMBURSEMENT OF WARRICK COUNTY (this "Agreement"), entered into by and between the Board of Commissioners of Warrick County (the "County"), the executive governing body of Warrick County, Indiana, and Boonville Now, Inc. ("Boonville Now"), a non-profit corporation with its principal place of business in Boonville, Warrick County, Indiana,

WITNESSETH THAT:

WHEREAS, Boonville Now raised funds and assisted with the funding of the construction of the Warrick County Veterans War Memorial located on the Courthouse Square;

WHEREAS, the County, during the construction of the Warrick County Veterans War Memorial, paid for incidental expenses that were necessary for the construction of said memorial;

WHEREAS, the County was not obligated to pay for incidental expenses incurred during the construction of the Warrick County Veterans War Memorial;

WHERAS, Boonville Now desires to reimburse the County for the amount the County paid for incidental expenses during the construction of the Warrick County Veterans War Memorial;

NOW, THEREFORE, Boonville Now agrees to reimburse the County for the amount the County paid for incidental expenses during the construction of the Warrick County Veterans War Memorial, and both parties further agree as follows:

1. **Reimbursement Amount**. Boonville Now shall reimburse the County in the amount of One Thousand Twenty-Seven and 85/100 Dollars ($1,027.85) (the "Reimbursement Amount").

2. **Deposit Into Warrick County General Fund**. Upon its receipt, the County shall deposit the Reimbursement Amount into the Warrick County General Fund.

3. **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.

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

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

"COUNTY"	"BOONVILLE NOW"
WARRICK COUNTY BOARD OF COMMISSIONERS	BOONVILLE NOW, INC.
Dan Saylor Date: 01-10 8-2018 Dan Saylor, President	Date: 1-10-18 Terry Phillippe, President

Data Equipment, Inc.
945 W. Michigan Ave. Suite 10-B
Pensacola, FL 32505
850-432-8969/Fax 850-432-5337

Software Maintenance Agreement

Daincard Authorized On-Site Service Provider

Warrick County EMA
107 W. Locust Street, Suite 307
Boonville, IN 47601

Model	Serial Number	Today's Date	Inspection
BadgePass SmartReg License IDPIX Autocrop Software Mobile ID 1.0 Badging	65196746592 IDP931697 235000015	12/11/2017	Annual
Annual Rate	**Purchase Order #**	**Effective Date**	**Renewal Date**
$600.00 (Plus applicable taxes)	21990	1/15/2018	1/14/2019

This Maintenance Agreement Includes:

During the term of your SMA, you are eligible for any released enhancements to the BadgePass software. This includes all version releases to the left and right of the decimal as well as updates and upgrades. This allows your organization to take full advantage of new features and improvements quickly and easily!

- Unlimited Technical Phone Support during regular business hours.
- Toll free support line 800-874-4183.
- Service packs and Software Updates and Upgrades at no additional cost during term of contract.*

**Software Upgrades do not include new product modules, (a separate software product that offers new functionality), or edition upgrades, (an upgrade to the next license level or next generation software product).*

Does not include:

- Database design or programming
- Software training

End User Benefits:

- Increased productivity
- Better solution – latest software and features
- Cost Savings (vs. purchasing updates and support separately)
- Planned Investment

Accepted by Customer: Warrick EMA by Warrick County Commissioners	Accepted by Data Equipment, Inc.
Signature: Dan Saylor	Signature: Michael Nelson
Title: President	Title: Manager
Date: 1/8/18	Date:

This Agreement will become active upon payment in full. In the event payment has not been made within 30 days of invoicing, an additional fee may be imposed.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made, by and between Connor Reising (hereinafter "Contractor"), and the WARRICK COUNTY BUILDING DEPARTMENT and WARRICK COUNTY, INDIANA, BY AND THROUGH THE WARRICK COUNTY BOARD OF COMMISSIONERS (collectively referred to as the "County"),

WITNESSETH, THAT

FOR AND IN CONSIDERATION of the mutual promises, covenants, and agreements herein contained and the performance thereof of the respective parties hereto, it is hereby mutually agreed by and between Contractor and the County as follows:

1. Relationship of the Parties. The relationship of Contractor to the County shall at all times herein be that of an independent contractor, and not as employee. Contractor acknowledges and agrees that he will perform his obligations hereunder solely as an independent contractor, and will not represent himself in any manner to any third party as a representative or authorized agent of the County, or to make any representations, warranties, or commitments on behalf of the County. Contractor further acknowledges that the County will not withhold from Contractor's compensation any amounts for local, state, or federal income taxes, social security taxes, unemployment compensation contributions, or similar withholdings, nor will County report the same, and that Contractor shall be solely and exclusively liable for payment of all such taxes. The County agrees that it will issue, no later than January 31st of the year immediately following a year in which Contractor has received compensation hereunder, a Form 1099 for the purposes of reporting said compensation to the appropriate taxing authorities.

2. Scope of Services. Contractor shall perform all services required to inspect and investigate structures designated for inspection by the Building Department for purposes of determining whether a structure meets the building standards and procedures of the County, and whether the construction and procedures have been accomplished in a manner consistent with Chapter 150 of the Warrick County, IN Code of Ordinances and the rules of the Fire Prevention And Building Safety Commission.

3. Term of Contract. This Agreement shall be effective as of January 1, 2018, and terminate on December 31, 2018, unless terminated sooner.

4. Hours: Office: Supplies. Contractor covenants to devote necessary time to fulfilling responsibilities to the performance of the duties under this Agreement. Any and all supplies needed for the position (including an e-mail account to field and address public concerns) will be supplied by the County, after approval by the County.

5. Compensation. As compensation for services, Contractor's annual salary will be Twenty Thousand and 00/100 Dollars ($20,000.00), which shall be paid in weekly installments of Three Hundred Eighty-Four and 62/100 Dollars ($384.62) per week.

6. Audit Records. Contractor shall keep daily time records identifying the various duties performed by Contractor. In addition, Contractor shall maintain accurate record of general account

showing all charges and expenses incurred by Contractor in the performance of the services herein.

7. Liability for Injuries or Damages to Person or Property. Contractor understands and agrees that, due to his status as Contractor, he is not covered as an employee under any worker compensation insurance policy, and the County shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of his duties under this Agreement.

8. Subcontracting/Assignment. Contractor agrees that he will not subcontract or assign any part of his duties under this Agreement to any organization or individual without approval from the County.

9. Termination. This Agreement terminates at the end of its term as described in Section 3, above, unless renewed by the County.

10. Remedies. In the event either party fails to perform pursuant to the terms of this Agreement, the non-breaching party may immediately terminate this Agreement, and in addition, seek all legal and equitable remedies available to it under law, including injunctive relief and specific performance.

11. Monitoring of Contracted Work. The Warrick County Building Department shall be responsible for monitoring the work of Contractor to ensure that the services detailed in this agreement are fulfilled. Notice and contact shall be through Angie Lutz, Warrick County Building Department Administrator, 107 West Locust Street, Suite 208, Boonville, Indiana, 47601; phone: 812-897-6188; fax: 812-897-6109.

12. Indemnification. Contractor covenants and agrees to indemnify, hold harmless, and defend (at the election of the aggrieved party), the County, its officers, agents, and employees, from and against all claims, demands, causes of action, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees and litigation costs), and all other liabilities whatsoever caused by any act or omission of Contractor and/or his subcontractors, if any, in the performance of this Agreement, except to the extent such claims arise from the gross negligence of the County. Contractor further understands that the County is providing no indemnification to the Contractor.

13. Antidiscrimination. Pursuant to Ind. Code 22-9-1-10, Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of work hereunder, with respect to the 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. Acceptance of this Agreement also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

14. Compliance with Laws. Contractor shall comply with all applicable Federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

15. Warranty. Contractor acknowledges and agrees that the services he/she provides is not intrinsically dangerous, and that Contractor possesses adequate training and expertise to complete the services in a safe workmanlike manner. Contractor warrants that he shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination of this Agreement.

16. Taxes. The County will not be responsible for any taxes levied on Contractor as a result of this Agreement.

17. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the County and Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

18. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by Contractor's negligent performance of any of the services furnished under this Agreement.

19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

20. Amendment. No supplement, modification or amendment of this Agreement will be binding unless in writing an executed by all of the parties that are signatories to this Agreement.

21. Headings. The headings of sections and subsections of this Agreement are for the convenience of reference only and shall not affect the meaning or construction of any provision hereof.

22. Governing Law and Jurisdiction. This Agreement shall be governed and interpreted under the laws of the State of Indiana. The venue for any legal action necessary to enforce this Agreement shall be the Warrick County Circuit or Superior Court.

In WITNESS WHEREOF, the parties have executed this Agreement this 8TH day of JANUARY, 2018.

WARRICK COUNTY BUILDING DEPARTMENT

By: Dennis Lockhart

Its: Building Commissioner
"Building Department"

Connor Reising

Printed Name:

"Independent Contractor"

APPROVED:

WARRICK COUNTY BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Member

FROM JOE 1-2-18 (PER BD MTG. W/ RITA LATE '17) R.C.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Insurance Agency

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:
CUSTOMER ID #: COMMI-1

SAMPLE

INSURED: Contractors Name, Contractors address

INSURER(S) AFFORDING COVERAGE:
INSURER A: Name of Insurance Company
INSURER B: Name of Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	POLICY NUMBER WITH DA			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	X AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	POLICY NUMBER WITH DA			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE NOTE:- The Umbrella Policy is required only on jobs of $100,000.00 or more.	X	N/A	POLICY NUMBER WITH DA			EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	POLICY NUMBER WITH DA		X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

Coverage is on a primary and non-contributory basis. Warrick County is an Additional Insured under all policies except Workers Compensation. All policies, excluding the Umbrella Policy, provide for a waiver of Subrogation against Warrick County.

CERTIFICATE HOLDER:
Warrick County
Board of Commissioners
107 W. Locust St., Room 301
Boonville, IN 47601

CANCELLATION:
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Warrick County Claims for Payment

Fifth Third Bank (Paid to avoid late fees)	$	248.85
Professional Software Corp	$	35.00
Aaron Franz	$	154.44
PC Quest	$	740.00
Grand Total:	$	1,178.29

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

Warrick County Claims for Payment

ALPHA LASER SERVICES	$	85.92
ALTSTADT'S	$	724.06
ANTHONY LONG	$	2,656.25
AT&T	$	685.41
B-HIVE PRINTING	$	123.00
BALLER STOKES & LIDE	$	4,725.00
BOSE MCKINNEY & EVANS, LLP	$	1,958.00
BRETT M ROY	$	2,656.25
DELL MARKETING L.P.	$	717.92
EXTRA PACKAGING LLC	$	2,106.62
FIBER UTILITIES GROUP	$	13,750.00
FRONTIER	$	294.26
HALLER & COLVIN, P.C.	$	11,280.20
INDIANA JUDGES ASSOCIATION	$	200.00
JERRY AIGNER CONSTRUCTION,INC.	$	13,802.50
JSK ASSOCIATES INC	$	945.00
LIEBERMAN TECHNOLOGIES	$	4,600.00
LORENZEN, DANIEL AND PAULA	$	96.89
MARK K. PHILLIPS, PC	$	2,656.25
MARTIN & MARTIN, INC.	$	5,312.50
MASTISON LAW & MEDIATON	$	150.00
MATTHEW BENDER & CO INC	$	547.61
METZGER CONSTRUCTION CO INC.	$	42,226.33
MORLEY & ASSOCIATES INC.	$	7,055.00
MULZER CRUSHED STONE, INC.	$	5,245.30
NEOPOST POSTAGE ON CALL	$	1,871.38
OFFICE DEPOT, INCORPORATED	$	107.69
PC QUEST	$	274.79
PHILLIPS, BRENNAN	$	2,656.25
PURDUE CES FUND-WARRICK COUNTY	$	1,942.54
QUALITY CORRECTIONAL CARE, LLC	$	13,973.33
SHERRY SMITH	$	2,656.25
STAPLES	$	465.49
STOLL KEENON OGDEN PLLC	$	12,565.40
THE LANG COMPANY	$	33.13
U.S. BANK	$	70.08
UNIFIRST CORPORATION	$	6.12
USFLEET TRACKING	$	479.40
USPCA REGION 5 FIELD TRIALS	$	100.00
VECTREN ENERGY DELIVERY	$	12,025.13
WABASH VALLEY SERVICE CO	$	2,462.28

WARREN MATHIES	$	2,656.25
WARRICK COUNTY HEALTH DEPT.	$	2,775.00
WARRICK COUNTY TREASURER	$	1,596.24
WOW! BUSINESS	$	106.67
ALPHA LASER SERVICES	$	5.70
GEM CHEMICAL COMPANY, INC.	$	359.64
GUTHRIES PHARMACY	$	24.00
INDIANA OFFICE OF TOURISM DEVELOPMENT	$	5,640.00
INDOFF, INC.	$	702.91
J.E. SHEKELL, INC.	$	20.00
MCKESSON MEDICAL-SURGICAL INC.	$	93.05
OFFICE CONNECTION	$	1,449.98
WARRICK COUNTY 4-H COUNCIL	$	5,000.00
CHANDLER UTILITIES	$	20.39
FIFTH THIRD BANK	$	248.85
MEDICAL BENEFITS ADMINISTRATORS, INC.	$	57,114.69
OLD NATIONAL BANK - BONDS	$	97,658.75
OLD NATIONAL BANK--TRUSTEE	$	512,684.00
VAN AUSDALL AND FARRAR	$	55.80
VECTREN ENERGY DELIVERY	$	32.09
BEN LABHART	$	51.46
BENISTAR/HARTFORD-6795	$	21,381.05
BLACK, ALLEN	$	200.00
DANIEL ROACH	$	200.00
FIRST BANKCARD	$	1,614.94
GENE WEISHEIT	$	200.00
HISTORIC NEWBURGH, INC	$	1,820.00
INDIANA AMERICAN WATER	$	14.23
INDIANA CLERK'S ASSOCIATION	$	465.00
JSK ASSOCIATES INC	$	225.00
LEVI J. BURKETT	$	150.00
MAKEN CORPORATION	$	1,525.00
MICHAEL J PERRY	$	150.00
OLD NATIONAL BANK - BONDS	$	750.00
RICOH USA INC	$	31.80
RITA BRADSHAW	$	200.00
SCHRODT, JAMES	$	127.17
THE TOWN OF NEWBURGH	$	53.68
TREASURER STATE OF INDIANA	$	17,055.00
TYLER NEFF	$	200.00
U.S. BANK	$	104.32
UNIFIRST CORPORATION	$	73.66
VECTREN ENERGY DELIVERY	$	583.42
WARRICK COUNTY TREASURER	$	27,125.61

WARRICK PUBLISHING CO	$	716.12
WARRICK SOLID WASTE MGT DIST	$	297.00
WOW! BUSINESS	$	114.99
Grand Total:	$	939,964.19

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, JANUARY 8th, 2018. 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: $939,964.19 Dated this 8th day of January, 2018.
Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

INDIANA DEPARTMENT OF TRANSPORTATION

Vincennes District
3650 S. US Hwy 41
Vincennes, IN 47591

PHONE: (800) 279-5759
FAX: (812-893-7479

Eric Holcomb, Governor
Joe McGuinness, Commissioner

December 8, 2017

Warrick County Commissioners107
107 W. Locust Street
Boonville, IN 47601

RE: Memorandum of Understanding
Unofficial Detour on Local Roads
Bridge Replacement on SR 161

Dear County Commissioners:

Reference is made to discussions with representatives of Vincennes District staff regarding Bridge Replacement on SR 161 over little Pigeon Creek.

As discussed, it has been determined that a detour involving County Roads will be necessary while said work is underway. As per the attached map, the Unofficial Detour will be as follows: SR 161 to Maxville Road to the county line. The detour is in accordance with IC 8-23-21.

State Road 161 will be closed by INDOT for approximately 100 days. INDOT will set up and maintain the necessary traffic control for the Official Detour route or arrange with others to furnish the necessary items.

The Indiana Department of Transportation agrees to reimburse Spencer County for costs related to damage repair on the listed Unofficial Detour. Reimbursable work must be approved by INDOT prior to the completion of any work. All reimbursable expenses must be documented. Once the District has agreed to the documented expenses, INDOT and Spencer County must execute an agreement that indicates those expenses. This should be done once the INDOT Official Detour is eliminated.

If terms of this letter are acceptable to you, we would appreciate your concurrence as soon as practical. Please sign this Memorandum of Understanding and return it to the following address.

Brian Malone
Brian Malone
Indiana Department of Transportation
3650 S. U.S. 41
Vincennes, IN 47591

INDIANA DEPARTMENT OF TRANSPORTATION

Vincennes District
3650 S. US Hwy 41
Vincennes, IN 47591

PHONE: (800) 279-5759
FAX: (812-885-7479

Eric Holcomb, Governor
Joe McGuinness, Commissioner

Accepted on Behalf of
Warrick County

Don Saylor Date 1/8/18
Mr. Don Saylor

Marlin Weisheit Date 1/8/18
Mr. Marlin Weisheit

Robert Johnson Date 1/8/18
Mr. Robert Johnson

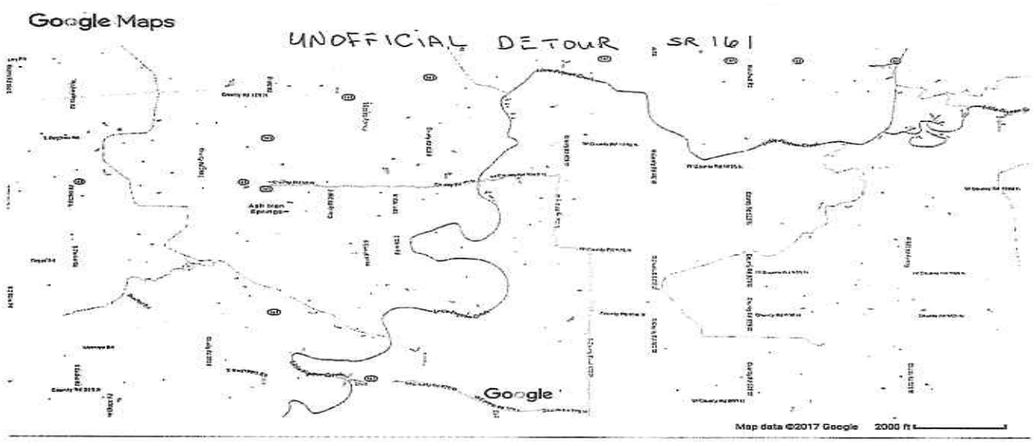
Accepted, Indiana Department of Transportation

Russel Fowler
Deputy District Director
Vincennes District
INDOT

www.in.gov/dot/
An Equal Opportunity Employer

Indiana

Google Maps Page 1 of 1



https://www.google.com/maps/@38.0313157,-87.151139,14z 12/8/2017

BARNES & THORNBURG LLP

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bbingham@btlaw.com

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January 8, 2018

VIA ELECTRONIC DELIVERY

Board of Commissioners, Warrick County, Indiana
c/o Todd I. Glass, Esq.
Fine & Hatfield, P.C.
520 N.W. Second Street
Evansville, Indiana 47705-0779

Re: Warrick County, Indiana – Financing of Guaranteed Savings Contract Projects

Dear Commissioners:

The purpose of this letter is to set forth the terms and conditions under which our Firm will serve as bond counsel to the Board of Commissioners of Warrick County, Indiana ("you" or the "Board") in connection with the proposed issuance of one or more series of bonds, loans or other financing agreements or other similar arrangements (collectively, the "Bonds") by Warrick County, Indiana, or a related issuer (collectively, the "County"), for the purpose of financing various energy conservation measures and/or renovation, improvement and equipping projects at one or more County facilities, all of which are operated by the County (collectively, the "Project"), through the execution and delivery of one or more guaranteed savings contracts (the execution and delivery of the Bonds to finance the Project, hereinafter, the "Transaction"). It is our understanding that H.J. Umbaugh & Associates, Certified Public Accountants, LLP (the "Financial Advisor"), will be serving as the financial advisor to the Board and the County in the Transaction.

I am enclosing our Standard Terms of Engagement for Legal Services dated January 2016, setting forth the standard terms upon which our Firm accepts client engagements. Our engagement by you in this matter will be governed by these standard terms to the extent not expressly modified by this letter.

Identity of Client

It is important from the outset of our relationship that we have a clear understanding as to the identity of our client. Our only client in this matter is the Board, and not the County generally or any of the County's other departments, agencies, instrumentalities, members, officials, employees or other affiliates. You have agreed that our representation of the Board in this matter will not give rise to any attorney-client relationship between our Firm and the County

generally or any of the County's other departments, agencies, instrumentalities, members, officials, employees or other affiliates. You have also agreed that, during the course of our representation of the Board in this matter, our Firm will not be given any confidential information regarding the County generally or any of its other departments, agencies, instrumentalities, members, officials, employees or other affiliates. Accordingly, our Firm's representation of the Board in this matter will not give rise to any conflict of interest in the event other clients of our Firm are adverse to the County generally or any of its other departments, agencies, instrumentalities, members, officials, employees or other affiliates.

Services

Bond counsel is engaged to render an objective legal opinion with respect to the authorization and issuance of bonds. As bond counsel in the Transaction, we advocate the interests of the Board, and not any other party to the transaction. It is our understanding that the Board will also be represented by Fine & Hatfield, P.C., as its general counsel. We also assume that the other parties to the Transaction, including, but not limited to any underwriters, banks and/or other lenders, will retain such counsel as they deem necessary and appropriate to represent their interests in this Transaction.

As bond counsel, we will provide the following services as and when requested by the Board or its general counsel:

1. We will meet with and assist the Board, its general counsel and the Financial Advisor in structuring the Transaction, and provide the Board with details of using certain structures and the legal requirements associated therewith.

2. We will prepare the basic documentation for the financing, including any bond or approving resolutions, lease agreements, trust indentures, mortgages, escrow agreements and bond certificates, together with any petitions, affidavits, notices, resolutions and certifications related thereto.

3. We will assist the Board in preparing for and attending required hearings at the local level.

4. We will attend any public meetings or working group meetings as requested by the Board and its general counsel.

5. We will assist the Financial Advisor in preparing any official statement, private placement memorandum or term sheet that will be used to market the Bonds, specifically, the portions that describe the source of security for the Bonds, legal documents, federal tax matters, and our legal opinion.

6. We will prepare or assist the Financial Advisor in preparing for and participate in any meetings with any rating agency, municipal bond insurer or other credit provider concerning the Transaction.

7. We will coordinate the scheduling and supervise the closing of the Bonds, including preparation of required closing documents.

Subject to the completion of proceedings to our satisfaction with respect to the Bonds, we will render our opinion to the effect that: (i) the Bonds are the valid and binding obligation of the issuer of the Bonds, enforceable against such issuer in accordance with their terms, and (ii) the interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from taxation in the State of Indiana (all subject to certain limitations which will be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us, without undertaking to verify the same by independent investigation.

Upon delivery of the opinion for the Bonds, our responsibilities as bond counsel will be concluded with respect to the Transaction. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the Board or any other party concerning any actions necessary to assure that interest on the Bonds will continue to be excludable from gross income for federal income tax purposes.

As bond counsel, we will not provide the following services in connection with the Transaction:

1. We will not review the financial condition of the County, the feasibility of the projects to be financed or refinanced with the proceeds of the Bonds or the adequacy of the security provided to owners of the Bonds, and we will express no opinion relating thereto.

2. Except as specifically set forth above, we will not assume or undertake responsibility for the preparation of an official statement or any other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document.

3. We will not provide any other services not specifically set forth above.

Although I will be the lawyer responsible for this matter, I may assign portions of the work to be done to other Firm lawyers. In an effort to effect greater efficiencies and to reduce total fees, I may also ask one or more of our paralegals to assist in this matter as well in the areas of (1) filing certain documents with certain state and local agencies and (2) compiling the executed documents for the transcript.

Municipal Advisor Matters

In connection with the Transaction, it is our understanding that the Financial Advisor is an independent registered municipal advisor, and the Financial Advisor will be the entity to whom the Board and the County will primarily look for providing financial advice on the Transaction. In addition, even though our services inherently involve a financial advice component, we (a) do not represent ourselves as a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products, and (b) are not subject to the fiduciary duty imposed on independent registered municipal advisors by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Fees

Our fees in the Transaction will be based primarily on the hours actually worked by each lawyer and legal assistant involved in this matter. These fees will be computed using hourly billing rates for the lawyer or legal assistant and the type of work involved that are in effect at the time you are billed for the work. Generally speaking, our billing rates vary in accordance with the experience and seniority of the lawyers and legal assistants performing the services. Our billing rates are adjusted annually, typically in December. In addition to our fees, we will be entitled to payment of other charges, such as photocopy charges, express mail service, travel, publication costs of all legal notices in the local newspapers, etc.

Our fees and expenses for the Transaction are usually paid at the Closing out of the proceeds of the Bonds, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the Transaction.

Waiver of Certain Potential Conflicts of Interest

Before our firm agrees to represent you, we believe that it is appropriate to spell out the expectations or standards that will govern conflicts of interest that arise in the course of our relationship. As you are aware we have more than 500 lawyers representing thousands of clients in various states, so it is foreseeable that our representation of our other clients may be or become directly adverse to your interests from time to time. For example, such conflicts may arise in (a) municipal finance transactions in which you propose to issue obligations, (b) local units of government and elected officials in various government issues, or (c) contracts for

goods, services or public works, because, as you know, we regularly represent clients in these matters.

You should know that Rule 1.7 of the Rules of Professional Conduct governing lawyers generally prohibits a lawyer from representing one client in a matter directly adverse to another client unless the affected client provides informed consent confirmed in writing. Similarly, if one lawyer in a firm has a conflict under this rule, other lawyers in the same firm are likewise limited by Rule 1.10 from accepting the conflicting engagement in the absence of informed consent. In light of these rules, we request that you consent and acknowledge that our representation of you in this and other matters on which you engage us from time to time will not disqualify the firm from representing other clients in unrelated matters adverse to you. Specifically, we understand that you agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising you, even where our representation of such clients may be or become directly adverse to your interests. For example, such representations may include:

- advising our other clients regarding the existence, scope or validity of your rights in real, personal or intellectual property;
- advising our other clients regarding the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- advising our other clients in connection with contractual or transactional negotiations and preparing contracts or other legal documents to which you will be a party or that may affect your rights or obligations, including, but not limited to, obligations or securities issued by the County;
- advising our other clients regarding the existence or potential existence of legal claims that our other clients may have against you or that you may have against our other clients, and defenses to such claims; and
- advising and representing our other clients in the resolution of disputes with you that may arise in the future, including the defense of claims you may assert against our other clients, or the prosecution of claims our other clients may assert against you, including mediated proceedings, arbitrations or proceedings in any court.

You should bear in mind that this consent would also allow us to take on unrelated representations for other parties, including government entities, whom we are opposing, or to whom we are adverse, in matters, transactions or disputes that we are handling on your

behalf. We do confirm, however, that the foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment. Accordingly, we may from time to time, in order to avoid any risk of misuse of your confidential information, implement procedures to screen lawyers handling matters for other clients that are directly adverse to your interests from confidential information you have shared with us.

Of course, loyalty and independent judgment are essential elements of the lawyer-client relationship. You should consider whether this arrangement might impair the vigor with which the firm represents you; whether our representation of clients adversely to you is likely to place the firm in a position to use your confidences or secrets against you; and whether the knowledge that we may represent other parties in matters directly adverse to you might affect your ability to communicate candidly with our lawyers who are representing you in your matters. We do not believe that our Firm's role in unrelated representations adverse to you will have any material adverse effect on our representation of you in matters on which you engage us. Indeed, were we to conclude that undertaking an unrelated adverse representation would materially impair our representation of you in ongoing matters, we would not undertake the representation. These are, however, necessarily issues that you should evaluate for yourself and you may wish to consider these matters with independent counsel.

E-Verify Participation

In connection with this engagement, we agree that Barnes & Thornburg LLP is enrolled in and will verify the work eligibility status of all newly hired employees through the Federal E-Verify program (unless and until the E-Verify program no longer exists). This letter confirms that Barnes & Thornburg LLP has signed an affidavit stating that it does not knowingly employ an unauthorized alien, and we will provide a copy of that affidavit to you upon request.

Conclusion

If you (i) agree to our service as bond counsel in the Transaction upon the terms set forth herein, (ii) agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising you, even where our representation of such clients may be or become directly adverse to your interests, and (iii) acknowledge that the statements made in the heading "Municipal Advisor Matters" are accurate and true to your knowledge, please indicate your acknowledgement and agreement on behalf of the Board by executing the enclosed copy of this letter in the space provided below and return the executed copy to me.

You may terminate our engagement as bond counsel at any time simply by notifying us. We may terminate our engagement for nonpayment of our fees and other charges and where we

Board of Commissioners of Warrick County
c/o Todd I. Glass, Esq.
January 8, 2018
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are required or permitted to do so by the Rules of Professional Conduct after giving you reasonable notice and allowing time for you to engage successor counsel, if necessary.

We ask you to acknowledge that, in reviewing and executing this letter, you have not relied on any advice provided by our Firm but instead have acted solely in reliance upon the advice of other legal counsel.

We are pleased to have this opportunity to be of service to you.

Sincerely,

Bradley J. Bingham

Enclosure

cc: Matt Eckerle, H.J. Umbaugh & Associates, LLP

AGREED, ACKNOWLEDGED AND CONSENTED TO:

BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA

By: Dan Saylor
Printed: DAN SAYLOR
Title: PRESIDENT
Date: Jan. 8, 2018

DMS 1138361v1

BARNES & THORNBURG LLP

BARNES & THORNBURG LLP
STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth the standard terms upon which Barnes & Thornburg LLP accepts engagements to act on behalf of its clients. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and write us promptly if you have any questions. We suggest that you retain this statement in your file.

Our Client

The person or entity that we represent is the person or entity identified in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with your subsidiaries, parent company or other business entities in a commonly controlled group, nor with your owners, shareholders, members, managers, partners, directors, officers, employees or agents, nor, if you are an individual, with your spouse, children or other family members. Therefore, our representation of you will not impair our ability to represent another client with interests adverse to any such affiliate or family member without obtaining your consent.

Particularly in the case of business entities that are part of complex corporate structures, we are very frequently not in a position to determine what entities may be affiliated with a client, or what the nature of that affiliation may be. So we understand that you agree that we will not have a client relationship with any of your affiliates as described above, regardless of any internal arrangements for the management and affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership. If you have any concerns about this agreement or its implications, you should bring this to our attention forthwith.

The Scope of Our Work

With new clients, we follow the practice of describing the scope of our initial engagement in the letter we send accepting employment. With existing clients, we may not provide a description as to new matters upon which we are asked to provide services depending on the circumstances, but we will always be willing to provide such a description if asked. In any engagement we will limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. By way of illustration, we will not investigate or opine on claims against third parties or insurance coverage that is or may be available unless it is so stated in our engagement letter or you have specifically requested that we do so. Where you request specific services or advice or otherwise limit our engagement, we will confine our activities to those limitations. In that event, you should understand we will not investigate or advise you on other areas of law or potential consequences or issues arising outside these parameters. We will likewise limit our engagement and scope of services as requested to accommodate instructions to avoid incurring costs or to limit the amount of fees we incur. Such limitations may result in our not taking steps or performing work that we would otherwise consider advisable.

At times we are asked by our clients to express our opinion as to the outcome of the matters on which we are working. Such evaluations are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. The outcome of legal matters and proceedings cannot be predicted with certainty.

Who Will Provide the Services

Customarily, each client of our Firm is served by a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm. This delegation may be for the purpose of involving lawyers, legal assistants, or other professionals with experience and knowledge in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those lawyers, legal assistants and other professionals who work on your matters.

Our legal assistants and other professionals are not lawyers but possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities. They include law clerks (typically law students), paralegals, lobbyists, investigators, patent agents, research librarians, environmental analysts, translators, draftsmen and other technical (non-legal) specialists.

How Fees Will Be Set

In determining the fees we will charge for the legal services we will render for you, we will consider a number of factors, including:

- The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly;
- The amount of money or value of property involved and the results obtained;
- The time limitations imposed by you as our client or by the circumstances of the engagement;
- The experience, reputation and ability of the lawyers performing the services; and
- The likelihood that the employment will preclude other employment by our Firm.

Among these factors, the time and effort required are typically weighted most heavily. We will keep records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, and other related matters. We strongly believe that peer discussion and review is an important element of providing quality services, and so our time records will often reflect discussions between lawyers within our Firm concerning the matters in which we have been engaged.

The hourly rates of our lawyers and legal assistants applicable to the type of engagement have an important bearing on the fees we charge but are not necessarily the sole basis on which those fees are charged. Even where hourly rates are used as the primary basis of computing our fees, they can and will be adjusted up or down according to the circumstances. Our hourly rates are reviewed at least annually and may be changed periodically to reflect current levels of experience of the lawyers and legal assistants involved, changes in overhead costs, and other factors. Our statements based on hourly rates will reflect our applicable rates at the date of the statement, regardless when the work covered by the statement was performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible we will furnish such an estimate, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost is invariably more or less than the amount estimated.

Other Charges

In representing our clients, there typically are other charges in addition to our fees that we itemize separately and bill to them. These include fees charged by government agencies and charges from service vendors, as well as clerical charges. Typical of such charges are messenger, courier and express delivery charges; photocopying, desktop publishing or printing and reproduction charges; filing fees and charges, including charges for electronic filings with governmental agencies and courts; court reporter fees for deposition transcripts and the like; witness fees; travel expenses; computerized legal research charges; and charges made by outside experts and consultants, including accountants, appraisers and other legal counsel (unless arrangements have been made for such outside experts and consultants to bill the client directly). Certain of these other charges may represent more than our direct cost to contribute toward covering our overhead expenses. We incur outside charges as agents for our clients, who agree that these charges will always be paid on a regular basis. We may require that you pay significant expenses directly or in advance.

In some engagements that raise issues of foreign law it is necessary for us or the client to engage foreign counsel. If we engage foreign counsel on your behalf, we will typically require you to pay us for the foreign counsel's anticipated fees and charges before we remit payment to foreign counsel, and potentially before we engage them. We are not guarantors of the work of foreign counsel nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist us specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy. If you wish to participate in the selection of foreign counsel, you may do so.

Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and other charges. We rely on you to pay us promptly. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. After withdrawal, we may pursue collection of your account. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. You agree to pay the costs of collecting the debt, including court costs, filing fees and reasonable attorneys' fees.

The Firm also reserves the right in its sole discretion to require an advance deposit at any time based on past payment history, creditworthiness or other factors that may cause the Firm to conclude it is appropriate to do so.

Advance Deposits

New clients of our Firm will ordinarily be asked to make an advance deposit with the Firm. Existing clients may also be required to provide advance deposits for particular matters if the Firm believes that is appropriate under the circumstances. Typically, the advance deposit is equal to the fees and other charges likely to be incurred during a two-month period. The advance deposit is charged for fees and other charges as our legal services are provided. Regular statements will be furnished to you for purposes of disclosing the fees and other charges which have been deducted from the advance deposit and the amount which must be paid to replenish the advance deposit to the agreed level. If the advance deposit proves insufficient to cover current fees and other charges on the basis stipulated, we may request that the balance be increased. At the conclusion of our legal representation or at such time as the advance deposit is no longer necessary or is appropriately reduced, the remaining balance of it will be returned to you.

Any advance deposit we receive from you will be held in our trust account until it is charged for fees and other charges for your account or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your advance deposit is held by us in our trust account, it remains your property. However, by making the initial advance deposit and by replenishing or increasing it from time to time, you grant us a security interest in the balance of the advance deposit we hold in our trust account from time to time to secure payment of incurred fees and other charges for which you are responsible. You authorize us to apply the deposit to any fees and charges that you owe us for any services we have provided.

Other deposits that we receive to cover specific items will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

Waiver of Certain Potential Conflicts of Interest

As you are aware, we have over 500 lawyers and other professionals representing thousands of clients in various states, so it is foreseeable that our representation of our other clients may be or become directly adverse to

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your interests from time to time in matters on which our firm is not representing you. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent confirmed in writing. In accordance with such Rules, by agreeing to our engagement letter, you consent that our Firm may represent any other clients in matters that are not substantially related to the matters on which we are representing you, even where our representation of such clients may be or become directly adverse to your interests. For example, such representations may include advising our other clients (i) on the scope of your property rights, (ii) in transactions with you or negotiating or interpreting legal documents that affect your rights; (iii) on the existence, assertion or defense of legal claims against you or that you may have against our other clients; or (iv) on any disputes with you, even in court. You should bear in mind that your consent authorizes us to take on unrelated representations for other parties or entities to whom we are adverse in matters, transactions or disputes on which we represent you. Of course, the foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment.

Services We Expressly Do Not Provide

Lawyers in our law firm may from time to time serve in elected or appointed positions with various governmental or regulatory bodies. Members of our law firm must discharge those duties without regard to their employment or association with the Firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Firm. Accordingly, you acknowledge and confirm that your engagement of the Firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

Client Responsibilities

You agree to be truthful with us, to cooperate fully with us, to provide promptly all information (including documents and electronic data) known or available to you relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data. It is important for you to ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. You should discuss these issues with us at the outset of our engagement involving any claim or litigation, unless you have a sophisticated document retention policy and program that addresses these matters and you are familiar with these requirements. You should also discuss these issues with us as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request. You also agree to pay our statements for services and other charges in accordance with these terms of engagement.

Use of Publicly Available Information

We will always protect nonpublic, confidential information related to your representation in accordance with our professional obligations. It is, however, helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, we understand that you authorize us, unless you specifically instruct us to the contrary, to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g. in public filings, government publications, press releases, on the Internet and the like).

Termination and Withdrawal

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to

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withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your client responsibilities to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

We try to identify in advance and discuss with you any situation that may lead to our withdrawal and, if withdrawal ever becomes necessary, will give you prompt written notice of our withdrawal.

Unless previously terminated, our representation of you in any matter will terminate upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially the important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. We may require such payment before delivering such materials. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After termination of our representation of you in any matter, we may from time to time represent you in such subsequent matters as you may request. However, we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after such termination. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, these terms of engagement will apply.

Lawyers sometimes become personally entangled in court proceedings in connection with their clients' matters. If our Firm or any of our lawyers or staff are named as a party, or are required to produce evidence or appear, in a legal proceeding as a result of our services performed for you (other than as a result of our misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and advances incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After termination of our representation of you in any matter, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.

(January 2016)

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SBS Group | SBS Portals | Information & Records Associates | A Smart Business Solutions Company

SBS Group Software Hosting Agreement

THIS AGREEMENT made and entered into on the date of December 14, 2017 by and between SBS Group, LLC, a Michigan Corporation with its principal place of business in Novi, Michigan, hereafter called SBS, and Warrick County, hereafter called the Subscriber. Information and Records Associates, Inc. (IRA), a wholly owned subsidiary of SBS, is the account holder on record. Information and Records Associates, Inc. will be the official entity dealing with Subscriber relation activities.

I. SBS Responsibilities

Initial Portal Setup:
Setup a functioning portal environment based on the configuration data provided by the Subscriber.
The setup includes:

- Creation of a secure portal environment for the Subscriber using the logos, addresses provided by the Subscriber
- Creation of user accounts, security feature setup, and other capabilities as defined in the attached appendix

On-Going Support:
All updates to the software
Maintaining the server availability
Maintaining the security of the servers and network
Maintaining backups of Subscriber data stored on SBS server(s)
Providing annual back up data via FTP
24 hour Help Desk system to initiate support request
On-going account management including setting up of new users, modifications and additions based on the functional modules subscribed by the Subscriber. If new functionalities require significant redesign of initial set up and scope there may be a nominal service fee that will be discussed and agreed upon by the Subscriber before the work gets done.

II. Subscriber Responsibilities

Initial Portal Setup:
Subscriber will provide the completed setup sheet
Verify the setup to ensure that they have all the features that are agreed upon
Provide a time slot for SBS to train the users
On-Going Usage:
To access SBS portal, Subscriber must provide its users:

- An Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;
- A fully functional Internet browser;

Subscriber will follow the recommended protocol to access technical support.

III. Maintenance

Scheduled Maintenance:
To ensure optimal performance of the servers, SBS will perform routine maintenance on the server(s) on a regular basis, requiring server(s) to be removed from service. SBS reserves two hours of server unavailability per month for maintenance purposes. This server unavailability will be excluded from the uptime calculations. The maintenance is typically performed during off-peak hours. SBS will provide Subscriber with advanced notice of maintenance whenever possible.

Emergency Maintenance:
Under certain circumstances SBS may need to perform emergency maintenance, such as security patch installation or hardware replacement to keep the portal functioning. SBS will not be able to provide Subscriber with advanced notice in case of emergency maintenance. This server unavailability due to Emergency Maintenance will be excluded from the uptime calculations.

IV. Ownership of Data

All data created by Subscriber and/or stored by Subscriber within SBS's applications and servers are considered by SBS to be Subscriber's property and is for Subscriber's exclusive use unless access is permitted by Subscriber. SBS makes no claim of ownership of any type of data contained within the Subscriber's portal server space, unless SBS has a good faith belief that such content or data is owned by SBS, its agents, affiliates or vendors.

V. Penalty for Non-Compliance – Refunds

Servers Availability
If network or server availability for the full month is below the guaranteed level, SBS will issue a refund to Subscriber according to the schedule below.

Server availability	Amount of the refund as a percentage of monthly fee
99.0% to server guarantee level	5% of monthly fee credited
98.0% to 98.9%	10% of monthly fee credited
95.0% to 97.9%	15% of monthly fee credited
90.0% to 94.9%	25% of monthly fee credited
89.9% or below	2.5% credited for every 1% of lost availability up to the maximum total penalty limit

To receive a refund for downtime, Subscriber must (a) be in good financial standing with SBS, and (b) send an email or written refund request to the SBS Billing Department in the month immediately following the month for which Subscriber is seeking a refund. Refund requests must include Subscriber account, username and the dates and times of server unavailability.

The SBS Billing Department will compare information provided by Subscriber to the server availability monitoring data SBS maintains. A refund is issued if SBS can confirm from the monitoring data the server availability warranting the refund.

Total Penalty Limits:
The total refund to Subscriber for any account may not exceed 50% of the monthly fees charged to that account during the month for which the refund is to be issued, unless the amount to be refunded is less than $1.00 in which case the refund amount will be $1.00.
Only one refund and refund level is available in any given month.

VI. Server(s) Availability

SBS's primary commitment is to provide outstanding web hosting service to all Subscribers. To support this commitment, SBS observes the following schedule of remedies for any failure to meet the expressed guarantees in this Service Level Agreement.

Web Server Availability:
SBS guarantees at least 99.99% Web Server Availability. Web Server Availability is defined as the ability to retrieve the HTTP headers from the hosting server, calculated on a monthly basis.

Denial of service attacks or other types of attacks directed toward SBS's network of servers resulting in or contributing to downtime will not be included in Web Server Availability calculations.
Web Server Availability Monitoring:
To verify the Web Server Availability, SBS will probe HTTP service to retrieve HTTP headers on the server every ten minutes, with a 30-second failure threshold. If the probe is not successful, the server is considered non-operational and is automatically restarted. If restarting the server does not solve the problem, it is immediately escalated to technical support and the system administrators.

If two or more consecutive server probes fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. SBS will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

VII. Storage Capacity, Data Transfer, Server Resources

Each account is allotted storage capacity and data transfer amounts on SBS's servers according to the plan and options selected by Subscriber. This storage size and data transfer allotments can be increased for an additional charge up to the maximum amount allowed for each plan or service. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. SBS shall not be held responsible for such unavailability or data losses.

VIII. Data Integrity

SBS employs sophisticated RAID techniques to ensure the integrity of the data on its servers: the data is written to multiple disks simultaneously to prevent data loss in the event of hardware failure. SBS performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at SBS's sole discretion. Subscriber can request retrieval of data overwrites or deletions for up to 14 days as long as the data is captured in one of the differential or full back up.

SBS will host data in a data center that has a very high level of security. It will use encryption technologies to encrypt data that moves from the server to clients. All the user passwords are hashed and are known only to the user. SBS takes no responsibility for the data that might be compromised due to sharing or careless use of password storage or any other uncontrollable factors. Subscriber may store confidential information at their own risk. SBS will make sure that no SBS representative willfully logs into the Subscriber portal environment.

IX. Data Retention

SBS SHALL NOT BE RESPONSIBLE FOR RETAINING ANY OF SUBSCRIBER DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED FROM THE SERVERS AFTER THE ACCOUNT IS TERMINATED AND FROM BACK-UPS DURING SCHEDULED BACK-UP ROTATION.

X. Support

SBS will provide Subscriber with technical support on setting up and configuring account, access to SBS's server and other issues related to the software provided by SBS at no additional charge.

Help Desk Technical Support:
http://support.sbsportals.com. Available 24 hours for initiating ticket
E-mail technical support:
Email Hours: 24 hours, 7 days per week, and 365 days of the year
Email Address: help@sbsportals.com
Phone technical support:
Phone Hours: 8 AM to 5 PM EST, Monday through Friday, excluding U.S. national holidays
Phone Number: 800-974-1841 or 866 335 5656
Upon contacting support Subscriber will be required to provide your account username and a full description of the problem including error messages, screenshots, and other troubleshooting information as requested by technical support personnel.

SBS will respond to technical support requests in a timely fashion. The Technical Support Department assigns the highest priority to subscriber inquiries related to the servers' unavailability. These issues are addressed first upon notification from a subscriber. Time to respond guarantee does not apply to any inquiries that require extensive research and testing.

XI. Billing and Other Account Related Inquiries

Billing: For billing inquiries, contact Billing Department. Billing will be done by SBS
Hours: 8 AM to 5 PM EST, Monday through Friday, excluding U.S. national holidays
Phone Number: 800-974-1841 or 574 289 3361
Email: billing@sbsportals.com
Please note: SBS must receive notice of billing disputes within sixty days of the date Subscriber credit card charge or check cashing date.

Sales: For sales inquiries, contact Sales Department.
Hours: 8 AM to 5 PM EST, Monday through Friday, excluding U.S. national holidays
Phone Number: 800-974-1841
Email: Sales@sbsportals.com

XII. Escalation

If you have unresolved concerns with SBS's service or technical support issues, please contact the The support department by calling 800 974 1841 or 866 335 5656

XIII. Privacy

SBS values the privacy of its subscribers. SBS will not reveal any information about Subscriber users or any other privileged information SBS may be familiar with. SBS will strictly follow all compliance mandates. SBS will train and educate SBS's employees to strictly follow any privacy mandates dictated by Subscriber and or any state or federal mandates.

XIV. Non-Disclosure and Intellectual Property Rights

The functionality of the software and ongoing functional upgrades are proprietary to SBS. Subscriber will not disclose the portal functionality to SBS's competitors. All product data provided by SBS should be used strictly for product evaluation or ongoing usage. Under no circumstances can Subscriber provide the details of this application to others for the purpose of reverse engineering this product. The user interface, the integration between various modules, pre-packaged solutions for each vertical and all other features of this portal are the sole property of SBS, LLC. If the features need to be reviewed with external consultants for the purpose of evaluation, a written permission should be obtained from SBS.

Similarly, SBS will hold all information shared by its Subscriber as privileged and will not reveal the business information to any other party without written authorization by Subscriber.

XV. Exit Strategy

If Subscriber decides to terminate the subscription agreement, SBS will download all the Subscriber's data files and any easily retrievable Meta data in a neutral format and provide the data on an appropriate media. SBS will make every effort to provide as much useful information as possible. It should be noted that some of the data that relates to the process metrics and tasks is not retrievable as this data is not useful in a stand-alone environment.

XVI. Periodic Forwarding of Data to Subscriber

Based on Subscriber requirements, SBS can copy all files and other useful information on movable media and forward it to Subscriber for their use and or redundant safety. SBS may charge additional fees for this service

XVII. Term and Renewability Options

1. **Length of service:** Subscriber agrees to an initial twelve (12) month contractual term of service ("Term") payable on a monthly or annual basis.
2. **Renewal by Subscriber:** This agreement will automatically renew for successive twelve (12) month Terms unless cancelled in writing by Subscriber due to dissatisfaction. Renewal prices are subject to change. Renewed prices will never exceed more than a 10% increase per year. Renewal of services by Subscriber indicates agreement to any Contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to your account. Subscription fee can change during the contract period if the scope of service is changed per subscriber request.
3. **Contract termination:** Subscriber can terminate the contract at any time by giving 60 day notice. It is expected that subscriber will give SBS the opportunity to rectify any factor that may have caused dissatisfaction
4. **Failure to pay:** Failure of Subscriber to remit payment to SBS by the invoice due date is cause for disabling of Subscriber's login accounts from the SBS server. Subscriber agrees that SBS shall not be held liable for such disconnection.

XVIII. Limited Liability

1. Under no circumstances, including negligence, shall SBS, its offices, agents or anyone else involved in creating, producing or distributing SBS's Portal Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the SBS Portal Service; or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to SBS's records, programs or services. Subscriber hereby acknowledges that this paragraph shall apply to all content on SBS's servers.
2. Notwithstanding the above, Subscriber's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence, or otherwise, shall not exceed the aggregate dollar amount which Subscriber paid during the term of this Agreement.

XIX. Lawful Purpose

Subscriber may only use SBS's servers for lawful purposes. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secrets.

Signed this 8th day of January, ~~2017~~ 2018

Warrick County
1 County Square
Boonville, IN 47601

Signature
DAN SAYLOR
Printed Name
PRESIDENT
Title
BOARD OF COMMISSIONERS

SBS Group, LLC/
Information and Records Associates, Inc.
908 E Wayne St.
South Bend, IN 46617

12/18/2017
Signature
Chekuri Raju
Printed Name
President
Title

UMBAUGH
H. J. Umbaugh & Associates
Certified Public Accountants, LLP
8365 Keystone Crossing
Suite 300
Indianapolis, IN 46240-2687
Phone: 317-465-1500
Fax: 317-465-1500
www.umbaugh.com

January 3, 2018

Warrick County Board of Commissioners
One County Square, Suite 240
Boonville, IN, 47601

Re: Warrick County, Indiana - Proposed Municipal Advisory Services - Courthouse Financing

Dear Members of the Board of Commissioners:

Thank you for requesting that H.J. Umbaugh & Associates, Certified Public Accountants, LLP (the "Firm") provide to Warrick County (the "Client") those services more fully set forth in Exhibit A hereto (the "Services").

Fees and Costs

Fees charged for work performed are generally based on hourly rates, as set forth in Exhibit B, for the time expended, a fixed amount or other arrangement as mutually agreed upon as more appropriate for a particular matter. Hourly rates for work performed by our professionals vary by individual and reflect the complexity of the engagement.

Disclosure of Conflicts of Interest with Various Forms of Compensation

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. Exhibit C sets forth the potential conflicts of interest associated with various forms of compensation. By signing this letter of engagement, the signee acknowledges that he/she has received Exhibit C and that he/she has been given the opportunity to raise questions and discuss the matters contained within the exhibit with the municipal advisor.

Billing Procedures

Upon the completion of the financing process, a statement showing fees and costs incurred in the course of the Firm's work on this engagement will be provided to the Client. If the financing process results in a bond issue, the fees are to be paid from bond proceeds upon closing of the bonds. The account balance is due and payable on receipt of the statement. Once our representation has been concluded or terminated, a final billing will be sent to you. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual agreement to a fixed fee, the actual fees incurred on any project may be less than or exceed the estimate. Any questions or errors in any fee statement should be brought to our attention in writing within sixty (60) days of the billing date.

Termination

Both the Client and the Firm have the right to terminate the engagement at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and the Firm, the scope of services provided in Exhibit A will terminate 60 days after completion of the services in each Article.

Accountants' Opinion

In performing our engagement, we will be relying on the accuracy and reliability of information provided by Client personnel. The services provided may include financial advisory services, consulting services, and accounting report services such as compilation, preparation, and agreed upon procedures reports. Please see Exhibit A. We will not audit, review, or examine the information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees to indemnify and hold us harmless for any liability and all reasonable costs (including legal fees) that we may incur in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The responsibility for auditing the records of the Client rests with the Indiana State Board of Accounts and the work performed by the Firm shall not include an audit or review of the records or the expression of an opinion on financial data.

Client Responsibilities

It is understood that the Firm will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Additional Services

Exhibit A sets forth the scope of the Services to be provided by the Firm. From time to time, additional services may be requested by the Client beyond the scope of Exhibit A. The Firm may provide these additional services and be paid at the Firm's customary fees and costs for such services. In the alternative, the Firm and the Client may complete a revised and supplemented Exhibit A to set forth the additional services (including revised fees and costs, as needed) to be provided. In either event, the terms and conditions of this letter shall remain in effect.

E-Verify Program

The Firm participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). The Firm does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

The Firm certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* the Firm is not now engaged in investment activities in Iran. The Firm understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Municipal Advisor Registration

The Firm is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, the Firm is providing certain specific municipal advisory services to the Client. The Firm is neither a placement agent to the Client nor a broker/dealer.

The offer and sale of any Bonds shall be made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client agrees that the Firm does not undertake to sell or attempt to sell the Bonds, and will take no part in the sale thereof.

Mediation Provision

The Client and the Firm agree that if any dispute (other than our efforts to collect any outstanding invoice(s)) arises out of or relates to this engagement, or any prior engagement we may have performed for you, and if the dispute cannot be settled through informal negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures (or such other administrator or rules as the parties may mutually agree) before resorting to litigation. The parties agree to engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall take place in Indianapolis, Indiana, or such other location as the parties may mutually agree. If the parties are unable to mutually agree on the selection of a mediator, the mediator shall be determined in accordance with the American Arbitration Association's Commercial Mediation Procedures. The results of any such mediation shall be binding only upon a written settlement agreement executed by each party to be bound. Each party shall bear its own costs and fees, including attorneys' fees and expenses, in connection with the mediation. The costs of the mediation, including without limitation the mediator's fees and expenses, shall be shared equally by the participating parties. Any ensuing litigation shall be initiated and maintained exclusively before any state or federal court having appropriate subject matter jurisdiction located in Indianapolis, Indiana.

Other Financial Industry Activities and Affiliations

Umbaugh Cash Advisory Services, LLC ("UCAS") is a wholly-owned subsidiary of the Firm. UCAS is registered as an investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act. UCAS provides non-discretionary investment advice with the purpose of helping clients create and maintain a disciplined approach to investing their funds prudently and effectively. UCAS may provide advisory services to the clients of the Firm.

UCAS has no other activities or arrangements that are material to its advisory business or its clients with a related person who is a broker-dealer, an investment company, other investment adviser or financial planner, bank, law firm or other financial entity.

Warrick County Board of Commissioners
Re: Warrick County, Indiana - Proposed Municipal Advisory Services - Courthouse Financing
January 3, 2018
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If the foregoing accurately represents the basis upon which we may provide Services to the Client, we ask that you execute this letter, in the space provided below setting forth your agreement. Execution of this letter can be performed in counterparts each of which will be deemed an original and all of which together will constitute the same document.

If you have any questions, please let us know. We appreciate this opportunity to be of service to you and the County.

Very truly yours,
H.J. Umbaugh & Associates
Certified Public Accountants, LLP

By: _____
Matthew R. Eckerle, Principal

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

Warrick County, Indiana

Date: 01/08/2018

By: _____
PRESIDENT,
BOARD OF COMMISSIONER

Exhibit A

Services Provided

Scope of Services

The Firm agrees to furnish and perform the following services with respect to the issuance of the Proposed Bonds (the "Bonds").

Article I. Preliminary Planning and Development Services (Municipal Advisory Services)

A. Financial Feasibility and Analysis

Based upon discussions with Client officials and members of the working group, such as local counsel and bond counsel, the Firm will develop a preliminary estimate of project costs and provide a financial feasibility study to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client. Considerations in the preliminary planning stage will include, but not be limited to:

1. The general obligation debt limit of the Client, and available debt margin.
2. Excise tax collections.
3. Internal Revenue Code restrictions for arbitrage and bank qualification.
4. Anticipated future capital needs.
5. Income tax collections.
6. Energy Savings Contract proceeds.
7. Implication of Circuit Breaker, assessment provisions, or other legislative changes.

B. Discussion of the Funding Options

The findings of the financial feasibility study will be discussed with the Client and other members of the working group. Items to be considered will include but not be limited to:

1. Maturity schedule of the proposed financing.
2. Total interest cost over the term of the Bond issue.
3. Effect upon the Client's debt service tax rate, and interrelationship of overlapping taxing units, if applicable.
4. Effect on debt service coverage of revenue supported debt, if applicable.
5. Consideration of the Client's expected trends in net assessed value, if applicable.
6. Method of sale of the Client's Bonds (e.g., competitive/negotiated, multiple series of bonds, Indiana Bond Bank, etc.)
7. Alternative sources of funding, energy savings contract, grant funding, contributions, etc.

Exhibit A

Services Provided (cont'd)

8. Analysis of debt currently outstanding; review for possible refunding opportunities.

Article II. Financial Development (Municipal Advisory Services)

A. Development of Financial Plans

1. Establish, in conjunction with the Client's other professionals, a budget of project costs including bond issuance expenses.
2. Suggest interest rates based upon varying lengths of maturities for the Bonds.
3. Suggest the probable annual debt service and/or lease rental payment requirements over the term of the Bonds.
4. Provide attorneys with financial data needed in the preparation of the Bond documents, bond sale notice, and other documents required for the project.
5. If it is determined to not pursue a bond financing, evaluate the financial aspects of an Energy Savings Contract and provide information for the Client's consideration in the execution of such a contract.

B. Meetings

1. Attend meetings of the Client's architect, attorney, bond counsel and other professionals as may be required to explain the financing of the project.
2. Attend public meetings to provide a detailed explanation of the financing and other matters in connection with the project.

Article III. If Applicable, Marketing, Sale of Bonds and Post Issuance Filings (Municipal Advisory Services)

A. Disclosure Services

1. Assist the Client in connection with the preparation, composition and distribution of an offering document (e.g. Preliminary Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Bonds.
2. Provide information to rating agencies and bond insurance companies as may be appropriate for the determination of a bond rating and potential qualification for insurance on the Bonds, if applicable. Provide information to providers of credit facilities or other credit enhancement providers, if applicable.
3. Analyze the savings realized due to bond insurance and credit enhancement, if applicable.

Exhibit A

Services Provided (cont'd)

4. Provide additional information to underwriters or others as may be needed throughout the period between advertising and sale of the Bonds.

5. For negotiated sales or private placement of bonds, assist the Client with a Request for Proposal ("RFP") for the selection of underwriters, banks or other sophisticated investors to underwrite, place, or purchase bonds. Prepare a financing term sheet for the Client to use in preliminary discussions with potential underwriters, bond placement agents or bond purchasers.

B. Sale of the Bonds

1. Facilitate the Bond sale for the purpose of assisting the Client in the receipt of bids, compute or verify bid calculations to identify lowest interest cost and to recommend such bid for acceptance by the Client.

2. As an alternative to sub-paragraph "1" above, analyze the interest rates offered by the underwriter and make recommendations concerning the acceptance of such rates and the execution of a purchase agreement for the Bonds with the underwriter if the Bonds are sold by a negotiated sale.

3. Distribute, on behalf of the Client, the Final Official Statement or other documents, if applicable.

4. Prepare instructions related to closing and delivery of the Bonds including distribution of proceeds, flow of funds, and procedures for repayment of the Bonds.

5. Prepare and file Gateway information as required by the Department of Local Government Finance ("DLGF") after the Bond sale.

Article IV. **If Applicable, Arbitrage Rebate Services (Consulting Services)**

Section 148 of the Internal Revenue Code requires issuers of tax-exempt bonds that meet certain criteria to have arbitrage rebate computations performed on a periodic basis. Our services will be limited to utilizing available information to calculate the arbitrage yield on the bond issues, the yield on non-purpose investments, the amount of excess earnings, if any, of the non-purpose investments at the calculated arbitrage yield, and the rebatable arbitrage, if any, due as of the five-year anniversary date or more frequently as necessary. If eligible, we will prepare spend-down calculations in lieu of rebate calculations. Our services for the arbitrage rebate computations include:

A. Obtaining information from bond offering documents, information returns filed upon issuance (Form 8038 and 8038 G), arbitrage certificate, legal documents and statements or summaries of transactions for the funds subject to rebate defined in the documents.

B. Providing a report which will be addressed to the Client. The report will summarize the results of the calculations performed.

C. Assistance in preparing the IRS form 8038-T, if necessary.

Exhibit A

Services Provided (cont'd)

Calculation and payment of any arbitrage rebate due is the responsibility of the Client. The Client is responsible for notifying the Firm of any additional or subsequent bond issues that would require arbitrage rebate services. Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the bond issue was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

Article V. **If Applicable, Continuing Disclosure (Consulting Services)**

The Firm will assist the Client with the annual preparation of materials required for compliance with *SEC Rule 15c2-12* as described within the Continuing Disclosure Undertaking Agreement for the Bonds. On an annual basis, the Firm will amend the existing Continuing Disclosure Engagement Letter between the Client and the Firm to include the Bonds and related requirements.

Article VI. **If Applicable, Accounting and Reporting Support for Proposed Courthouse Financing (Consulting Services)**

The Client anticipates the need to retain the services of the Firm to serve as Financial Consultants to the Client. The Client desires to retain the Firm to assist with the establishment of Accounting and Reporting Processes for the Project. Anticipated services include, but are not limited to:

A. Establishment of new required Funds

B. Establishment of new required Revenue Accounts

C. Establishment of new required Appropriation Accounts

D. Set up of new processes in Client's computerized accounting system

1. Revenue Codes
2. Appropriation Codes
3. Standard Reporting

E. Updates to Client Internal Control procedures for debt accounting and reporting

F. Development of bond specific work program and supporting documentation for:

1. Indiana Gateway
2. Indiana State Board of Accounts
3. Indiana Department of Local Government Finance
4. Arbitrage Rebate calculation
5. Generally Accepted Accounting Principles
6. Continuing Disclosure to Bondholders

Exhibit B

Fees

For the services set forth in Exhibit A, the Firm's fees will be as follows:

A. For services provided as set forth in Articles I & II, fees will be a fixed amount Twenty Five Thousand Dollars ($25,000).

B. For services provided as set forth in Article III, fees will be Twenty Thousand Dollars ($20,000).

C. For services provided as set forth in Article IV, fees will be based upon the actual time & expense incurred.

D. For services provided as set forth in Article V, fees will be subject to a separate Continuing Disclosure Engagement Letter between the Client and the Firm.

E. For services provided as set forth in Article VI, fees will be Five Thousand Dollars ($5,000).

Standard Hourly Rates by Job Classification
1/1/2018

Partners / Principals	$240.00	to	$550.00
Managers	$200.00	to	$325.00
Senior Consultants	$150.00	to	$250.00
Consultants	$135.00	to	$200.00
Municipal Bond Disclosure Specialists	$120.00	to	$190.00
Support Personnel	$110.00	to	$150.00

* *Billing rates are subject to change periodically due to changing requirements and economic conditions. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by the Firm with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

Exhibit C

Disclosure Statement of Municipal Advisor

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to the Firm's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. **Compensation-Based Conflicts.** The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

II. **Other Municipal Advisor Relationships.** The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. This conflict of interest is mitigated by the general mitigations described above.

Exhibit C

Disclosure Statement of Municipal Advisor (cont'd)

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. **How to Access Form MA and Form MA-I Filings.** The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001610268.

III. **Most Recent Change in Legal or Disciplinary Event Disclosure.** The Firm has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

PART D – Rule G-10: Investor and Municipal Advisory Client Education and Protection

MSRB Rule G-10 requires that municipal advisors to notify their clients of the availability of a client brochure on the MSRB's website that provides information on the processes for filing a client complaint.

Accordingly, the Firm sets out below the required information.

I. The Firm is registered as a Municipal Advisor with the Securities and Exchange Commission (867-00278) and the Municipal Securities Rulemaking Board (K0171).

II. The website address for the Municipal Securities Rulemaking Board is www.msrb.org.

III. The website for the Municipal Securities Rulemaking Board has a link to a brochure that describes (i) the protections that may be provided by the Municipal Securities Rulemaking Board rules and (ii) describes how to file a complaint with an appropriate regulatory authority.