WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
February 12, 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

Commissioner Saylor: Thank you.

AREA PLAN COMMISSION
REZONING PETITION
PC-R-18-01 OLD PLANK ROAD

Commissioner Saylor: Alright, first item on the agenda is APC. Sherri, you're up.

Sherri Rector: Okay, thank you. The first item is a Rezoning Petition, PC-R-18-01, Petition of Gary Herr, Owner, Gary Herr, to rezone one point one-nine (1.19) acres located on the east side of Old Plank Road approximately five hundred (500) feet north of the intersection formed by Old Plank Road and Washington Avenue from A, Agriculture to C-4, General Commercial. It is in Boon Township. It was advertised in the Standard, December 28, 2017. It was a unanimous recommendation by the Planning Commission on January 8, 2018 of, for approval. And Mr. Herr is simply wanting to bring his property into compliance with its use which has been a body shop for several years now, and to put up a sign.

Commissioner Saylor: Okay. State…

Chad Wagner: I'm Chad Wagner the professional surveyor for, for Gary. With the recent string of icy weather, it seems that business is booming for him and he couldn't make it tonight. So, I'm here to answer any questions anyone has.

Commissioner Saylor: Anybody have any questions?

Commissioner Weisheit: I have none.

Commissioner Johnson: No, I haven't.

Roger Emmons: Remonstrators?

Commissioner Saylor: Do we have any, anybody to speak for or against this in the audience? Okay. Guess I need a motion.

Commissioner Johnson: I make a motion to approve PC-R-18-01. I'm sorry. Ordinance 2018-03.

Commissioner Saylor: Do I have a second?

Commissioner Weisheit: I'll make a second.

Commissioner Saylor: All in favor?

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Chad Wagner: Thank you.

Commissioner Saylor: Thank you, sir.

Commissioner Weisheit: Thank you, Chad.

(Ordinance 2018-03, for PC-R-18-01, is located on Page 22 of these Official Minutes)

REQUEST FOR EXTENSION OF SURETY
C-16-099 NEWBURGH LODGING LLC

Sherri Rector: Okay, the next three (3) items are Requests for Extension of Surety. The first one (1) is Commercial Driveway 16-099, Newburgh Lodging, LLC, Bruce Bennett, Member. Commercial entrance on Lots 10-12, Arbor Pointe, Section 3-1. Requesting a one (1) year extension with no reduction of twenty-nine thousand seven hundred and sixty-six dollars and sixty cents ($29,766.60). The letter of credit expires March 9, 2018. Bobby has reviewed.

Commissioner Saylor: Bobby, you okay with this?

Bobby Howard: Yes, the dollar amount is sufficient.

Commissioner Saylor: Okay. Do we have a motion?

Commissioner Johnson: Make a motion to approve.

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, C-16-099, is located on Pages 22 through 24 of these Official Minutes)

WOODFIELD SUBDIVISION SECTION 2

Sherri Rector: The next is Woodfield Subdivision, Section 2, by Woodfield Development, LLC, Steve Blankenberger, Member. Sidewalk Construction. Requesting a modification from the Subdivision Ordinance to have a one (1) year extension with a reduction from nine thousand two hundred ninety-two dollars and eighty cents ($9,292.80). To seven thousand four hundred and forty-four dollars and eighty cents ($7,444.80). Had letter of credit for eleven (11) years and eight (8) months. Letter of credit expires March 4, 2018. Bobby's reviewed the dollar amount.

Bobby Howard: Dollar amount is sufficient.

Commissioner Saylor: Do I have a motion?

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).

Sherri Rector: And the record will show that Mr. Blankenberger is here.

Steve Blankenberger: Yes, I'm Steve Blankenberger, with Woodfield.

Commissioner Saylor: I didn't even look up. I was in the zone.

Sherri Rector: I was taking care of you.

Commissioner Saylor: Sorry, sir.

Commissioner Weisheit: (Inaudible) was you?

(Extension of Surety, Woodfield Section 2, is located on Pages 24 through 25 of these Official Minutes)

WOODFIELD SUBDIVISION SECTION 3

Sherri Rector: And the next is Woodfield Subdivision, Section 3, by Woodfield Development, LLC. Steve Blankenberger, Member. Sidewalk Construction. Requesting extension with a reduction from eighteen thousand six hundred ninety-one dollars ($18,691.00) to thirteen thousand eight hundred and seventy-three dollars and twenty cents ($13,873.20). Has had letter of credit for ten (10) years and three (3) months. Letter of credit expires March 4, 2018. Bobby has also reviewed the dollar amounts.

Commissioner Saylor: Mr. Howard?

Bobby Howard: The dollar amount is sufficient.

Commissioner Saylor: Mr. Blankenberger, would you like to say anything?

Steve Blankenberger: Thanks?

Commissioner Saylor: We have a motion?

Commissioner Johnson: Make a motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

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

Steve Blankenberger: Thank you.

Commissioner Saylor: Thank you, sir.

Commissioner Weisheit: Thank you, sir.

Sherri Rector: That's it for me.

Commissioner Saylor: Thank you, Sherri.

Sherri Rector: You're welcome.

Roger Emmons: Back at 6:00 (PM).

Sherri Rector: Yep.

(Extension of Surety, Woodfield Section 3, is located on Pages 25 through 26 of these Official Minutes)

APPROVAL OF MINUTES
JANUARY 22, 2018

Commissioner Saylor: Next item on our agenda is the Approval of Minutes for the January 22, 2018 Regular Session Commissioners' Meeting.

Commissioner Johnson: Make a motion to approve January 22, 2018 Minutes.

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).

ITEMS FOR DISCUSSION
APPROVAL OF BID RELATED DATES FOR BEP BID SET 7

Commissioner Saylor: Next item up on the agenda is Debbie Bennett-Stearsman of the Coalition. Hi, Debbie.

Debbie Bennet-Stearsman: Hello, good evening, Debbie Bennett-Stearsman with the Economic Development Coalition. Coming this evening to report on the Blight Elimination Program and to ask approval of the last set of houses we're going to demolish under this program for Warrick County. There were approximately I think eighteen (18) homes that were originally assigned to Boonville Now from the County through tax assignment or that were proposed from those eighteen (18), whittling down, getting through, there were eleven (11) chosen. And of the eleven (11) chosen, nine (9) have now been approved by the State for demolition. And those properties are 224 East Sycamore Street, Boonville; 404 East Chestnut Street, Boonville; 408 East Chestnut Street, Boonville; 510 East Main Street, Boonville; 711 Poplar Street, Boonville; 811 South Third Street, Boonville; 1103 North Third Street, Boonville; 3233 Pelzer Road, Boonville; 113 West Oak Street, in Tennyson. And we have one (1) more that is pending, 3211 Pelzer Road in Boonville. It's pending provided there's enough funding after we're done with this set. We're trying to recapture funding. So, of the nine (9) of the eleven (11), we have tentatively scheduled the following dates for demolition. Advertise the notice to bidders, February 22nd and March 1st in the Standard. A pre-bid bidding on March 2nd at 9:00 AM in the Warrick County Commissioners' Meeting Room. And bid opening on March 12, 2018 at 4:00 (PM) at the Warrick County Commissioners' Meeting. I would ask to approve these houses and the dates for demolition.

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

Commissioner Weisheit: I make the motion to approve those dates.

Commissioner Saylor: Second?

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Debbie Bennet-Stearsman: Thank you. As of now you've got fifty-five (55) houses down and we're pending eight (8) more in this set to come down. So you're going to exceed your goal.

Commissioner Weisheit: Thank you.

Commissioner Saylor: Thank you, Debbie. You guys have done a great job. Thank you.

Commissioner Weisheit: Fifty-five (55) down.

Commissioner Saylor: Good.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
COMMISSIONERS' RESOLUTION AGREEING TO THE PURCHASE AND ACCEPTING OWNERSHIP OF A VEHICLE FROM WARRICK COUNTY SOLID WASTE MANAGEMENT DISTRICT

Commissioner Saylor: Alright. Next item up on the agenda is our own County Administrator.

Roger Emmons: Thank you, Mr. President. The first item I have has to do with the Resolution for Solid Waste equipment to be purchased by the Commissioners, I believe. Anyway, I talked to, Scott Anslinger called me late last week and he said he'd like the Commissioners to table this until the Solid Waste Management District Board can declare it, their vehicle as surplus.

Commissioner Johnson: Yeah.

Roger Emmons: I think you have to come to a decision on the dollar amount too, correct?

Commissioner Johnson: Correct.

Roger Emmons: And maybe you've done that. I don't know.

Commissioner Johnson: No, the Highway Department's not going to be able to use that pro…that truck at this time for the intended purpose in the beginning. So, you know, I think Bobby might have a secondary purpose for it. But we're in no rush to get this done. So, I recommend that we table it. And I make that motion.

Commissioner Weisheit: I'll second that motion. Cause we meet Thursday with Solid Waste.

Commissioner Saylor: Okay. So we've got a first, second. All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

APPROVAL OF 2018 RESTORATION RUN

Roger Emmons: Next item is Discuss Approval of the 2018 Restoration Run. That request has been made the past several years by Jim Bush. He's with Rise Up and Run Productions which are the organizers. I forwarded his request to you on January 31st which had the certificate of liability insurance attached for the four (4) groups involved. The route map which is the same as last years, street by street listing, and the law enforcements agencies who will provide security. Starts at 8:00 AM on Saturday, April 14th of this year. It has both 5K and 10K races. And I would recommend your approval by motion.

Commissioner Weisheit: Make a motion to approve.

Commissioner Saylor: Do I have a second?

Commissioner Johnson: I'll second.

Commissioner Saylor: Any discussion? Sheriff, you okay with this? Okay. All in favor say, aye.

Commissioner Weisheit and Commissioner Johnson: Aye.

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

REQUEST FOR FMLA LEAVE

Roger Emmons: Next item is a Request for FMLA Leave. Copied you on February 5th regarding this item. Everything has been submitted and properly signed. So I'd recommend your approval by motion.

Commissioner Weisheit: Make a motion to approve the FMLA Leave.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit and Commissioner Johnson: Aye.

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

PROACTIVE PERFORMANCE MANAGEMENT AGREEMENT WITH KELLER SCHROEDER

Roger Emmons: Next, discuss approval of Proactive Performance Management Agreement with Keller Schroeder. This is from our discussion with Doug on February 2nd where the Board gave a consensus to increase Keller Schroeder's services from a two (2) hour visit every other week to a four (4) hour visit every other week. The cost will go from five hundred seventy dollars ($570.00) a month to one thousand one hundred eighty dollars ($1,180.00) a month. The term of it's from February 6th to February 5th of next year.

Commissioner Johnson: I make a motion to approve the extended time with Keller Schroeder.

Commissioner Weisheit: Second.

Commissioner Saylor: Okay, discussion, I, I have a couple questions. So, so we're going to, if he doesn't need this, we're still going to be paying for four (4) hours instead of two (2), right?

Roger Emmons: Well, Doug's not here...

Commissioner Johnson: Yes, he is.

Roger Emmons: He should have been here. Oh, he is? Doug, come on up.

Commissioner Saylor: Doug, can you step up?

Roger Emmons: Is that something we can do, Doug? Telling them we don't need them in any given week? Or?

Doug Duncan: Yeah, Doug Duncan, Warrick County IT. Yeah, I can let them know, you know, to not come a certain week if there's nothing going on. And I always make sure that I have a running list of things that, the projects that are going on to make sure I'm prepared whenever the time does come. But yeah, we don't have to utilize them every, every other week.

Commissioner Saylor: If they're not needed, we're not just throwing away this money just to be. Okay. Cause the concept, when I was in the discussion whether if we had some, maybe with our renovation project, it would be nice to have, you know, if we the Commissioners had a question that you couldn't answer, we could go to and have some advice from someone who knows a heck of a lot more than, I can't speak for these other two (2) guys, but a heck of a lot more than I do. So, and also, cause I know you said you would appreciate some additional assistance in some of these, in, during this renovation project.

Doug Duncan: Sure. Thank you.

Todd Glass: And I'd point out, Mr. President, it's being billed at a hundred and thirty-six dollars ($136.00) an hour not to exceed eleven-eighty ($1,180.00) a month. So, I understand that's what it's providing for as Doug described.

Commissioner Saylor: And, Doug, did you call them and ask them to, did, did you call them or did you call and increase the time?

Doug Duncan: I emailed them.

Commissioner Saylor: Email?

Roger Emmons: Doug sent them an email.

Commissioner Saylor: Did you ask them if we get a discount for more hours?

Doug Duncan: I...

Commissioner Johnson: We should.

Doug Duncan: Did not. I knew as long as it remained the same, I knew it was a pretty low rate as it was whenever I did the initial...

Commissioner Saylor: A hundred and thirty-six ($136.00) an hour's a low rate? Okay. Just keep in mind we have the Council President in here and he's watching us. Okay.

Doug Duncan: Yeah.

Commissioner Saylor: Anyway, I just think it's a fair question and you know if we can get a reduction in price that would be great. But, I think during this transition, or this renovation project, I think it's going to be dollars that are well spent. So I have a first...go ahead, anything else?

Commissioner Johnson: Nope.

Commissioner Saylor: I have a first. I have a second. All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Doug Duncan: Thank you.

Roger Emmons: Thanks, Doug.

(Keller Schroeder Performance Agreement is located on Pages 26 through 27 of these Official Minutes)

FIXED ASSET NOTIFICATION FORMS JANITORIAL CLEANING EQUIPMENT

Roger Emmons: Next item I have is to approve three (3) Fixed Asset Notification Forms. The first two (2) are for custodial equipment for the Judicial Center. A Nobles Speed Clean 5 battery burnisher package, five thousand seventy-three dollars and seventy...seventeen cents ($5,073.17). A Tennant T-300 orbital walk behind scrubber package, eight thousand one hundred fifty dollars and eighty-five cents ($8,150.85). And third the HPS Z-241 Workstation, one thousand eight hundred forty-two dollars and eighty-seven cents ($1,842.87). And that's a new computer for my office.

Commissioner Saylor: Okay. Do I have a motion to approve the Fixed Asset Forms?

Commissioner Weisheit: I'll make that motion.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0). Okay. Is that it, Roger?

Roger Emmons: I have...

Commissioner Johnson: Page 2.

Commissioner Saylor: Oh, I'm sorry.

(Janitorial Equipment Fixed Asset Forms are located on Pages 36 through 37 of these Official Minutes)

EXECUTIVE SESSION MINUTES FEBRUARY 2, 2018

Roger Emmons: Items for Information, Discussion, and Action. One (1) is the certification regarding the Executive Session that the Board held on February 2, 2018. And pursuant to Indiana Code you have to certify that nothing, no subject matter was discussed other than what was specified in the public notice. And I've prepared that for the Board's signature and Debbie's attestation. And it's been approved by Todd for form.

Commissioner Saylor: So is that a, is that a motion?

Roger Emmons: Yes, sir.

Commissioner Saylor: Okay.

Commissioner Weisheit: I make a motion to approve the Executive Session held on 02-02-18.

Roger Emmons: The certification.

Commissioner Weisheit: The certification.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(Executive Session Minutes are located on Page 27 of these Official Minutes)

DISCUSSION OF A NEW APPOINTMENT FOR THE WEIGHTS AND MEASURES INSPECTOR

Roger Emmons: My second item and you may have discussed this before, but we know that John Taylor, our current Weights and Measures Inspector is leaving, retiring effective March 5th of this year due to health issues. I didn't know if the Board had discussed the replacement of John or not. It'll be here before I know it.

Commissioner Saylor: I think we have one (1). (Inaudible).

Commissioner Johnson: We have one (1), I've talked to Mr. Ryan Redman and he's expressed an interest in this. I think that, I think that it would suit him well to go out with John a couple days or maybe, at least one (1) day or two (2) days and perhaps spend a little time with him and under…

Roger Emmons: Absolutely.

Commissioner Johnson: Get a better understanding of this before any commitment.

Roger Emmons: I agree.

Commissioner Saylor: Okay.

Commissioner Weisheit: I'm in favor of that as well.

Commissioner Saylor: Is that a consensus or?

Roger Emmons: And with (inaudible) John's salary, since he's going to be there, to pay both gentlemen.

Commissioner Johnson: Do, do we, what do we need here, Roger?

Roger Emmons: Well…

Commissioner Saylor: (Inaudible) consensus.

Roger Emmons: I think consensus would do. Perhaps later on we'll make it official.

Commissioner Saylor: Okay. I'm good with it. Marlin?

Commissioner Weisheit: Yep, that's fine.

Commissioner Saylor: Okay. Alright.

MEDBEN CLAIMS DECISION

Roger Emmons: Okay, Information number three (3) is to appeal of MedBen Claim Decision. I didn't hear from the Board so I'll put it on your February 26th agenda cause you have to make a decision no later than March 13th. It's pretty straight forward. I sent it to you. So that's enough for that one (1).

DECLARE RECORDER'S EQUIPMENT AS SURPLUS

Roger Emmons: Next is the, Declare the Recorder's Equipment as Surplus. This is in conjunction with the water loss damage we had. These are two (2) very old, I wrote decades old, I mean, it could be forty (40) or fifty (50) years old to be honest with you. They're metal bookracks with rollers for storing deed books. And Pat said she would like to get rid of those. But it will take disassembly. I talked to the, our adjustor, Chris Waddell, with the restoration company, don't have any problems with that. One (1) caveat, that Pat said, is if Joe cannot get replacements-but I've talked to him, he's certain that he can find something that will work in place of these-then she'd have to keep them. But like I said, he's working on them. So I think right now you just need a motion to declare those items as surplus and available for disposal.

Commissioner Saylor: Okay. Do I have a motion for the surplus equipment?

Commissioner Johnson: I'll make that 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).

Roger Emmons: Thank you, gentlemen.

NEW APPOINTEE FOR THE SOLID WASTE MANAGEMENT DISTRICT BOARD

Roger Emmons: Last item I have is a new appointee for your Solid Waste Management District Board. Ron Whitledge to replace Kristi Adams. You need a motion for that.

Commissioner Johnson: Make a motion to appoint Ron Whitledge as an appointee for the Solid Waste Management District Board to replace Kristi Adams.

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).

Roger Emmons: Thank you, gentlemen. I believe that's all I have. Thank you.

Commissioner Saylor: You're good. Thank you, Roger.

COUNTY ATTORNEY
RESOLUTION AMENDING WARRICK COUNTY PERSONNEL PHOTO IDENTIFICATION BADGE POLICY
RESOLUTION 2018-07

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

Roger Emmons: I would interject one (1) item, is I didn't list Gentry Cemetery on here and I know Raleigh Bruner's here and perhaps he could take under (inaudible).

Commissioner Johnson: I'll take it up under my discussion items.

Roger Emmons: Okay, thank you.

Commissioner Saylor: County Attorney.

Todd Glass: Yes, Mr. President. First up we have Commissioners' Resolution 2018, that's a Resolution...?

Kristine Georges: '07. For Resolutions. Resolution 2018-07.

Todd Glass: A Resolution of the Board of Commissioners, Warrick County, regarding employee identification badges. Roger, did that come in?

Roger Emmons: Yes, I do have it.

Todd Glass: Roger has the complete version of the Resolution, Mr. President. But he did find the prior policy on identification badges and what we did is we rolled the prior policy into this update. So the only change is that this Resolution now provides for fees for replacement badges. There's no fee that will be charged to employees for replacement of employees identification badges due to the damage or wear and tear resulting from normal use. But it implements a fee of five dollars ($5.00) for the replacement of employees' lost or stolen non-proximity badges and fifteen dollars ($15.00) for lost or stolen proximity badges. That'd be Resolution 2018-07 for motion and approval by the Commissioners.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I make a motion to approve Resolution 2018-07 amending the Warrick County Personnel Photo Identification Badge Policy.

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.

(Employee Badge Policy, Resolution 2018-07, is located on Pages 27 through 28 of these Official Minutes)

ORDINANCE AMENDING THE VITAL RECORDS FEES
ORDINANCE 2018-04 FIRST READING

Todd Glass: Then we have two (2) proposed Ordinances, First Reading. The first would be Ordinance 2018...?

Kristine Georges: '04.

Todd Glass: '04. This is an Ordinance of the Board of Commissioners, Warrick County, Indiana, amending the Warrick County Code of Ordinances, Section 37.38 on Vital Records Fees. Mr. President, the only changes of this Ordinance amending the Code is now providing for a fee of fifteen dollars ($15.00) for each certified copy of birth record. There is a different fee schedule that I believe allowed for discounted fees for additional certificates. This is just fifteen dollars ($15.00) now for each certificate ordered whether it's one (1) or a hundred (100). Fifteen dollars ($15.00) each. It also provides better clarity under the Statutes for the Coroner's continuing education fees pursuant to Indiana Code 16-17-1-9 to be collected and paid to the State of Indiana for that fee. And everything else is the same. So those are the two (2) changes, Ordinance 2018-04 on First Reading.

Commissioner Saylor: Okay. Do I have a motion to approve Ordinance 2018-04 on First Reading?

Commissioner Johnson: 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).

Todd Glass: And Mr. President, we'll set that for readings, Second and Third Readings then at your next Board meeting.

ORDINANCE ESTABLISHING THE WARRICK COUNTY HIGHWAY DONATION FUND ORDINANCE 2018-05

Todd Glass: Also a First Reading of Ordinance 2018-05, An Ordinance of the Board of Commissioners, Warrick County, Indiana, establishing a Warrick County Highway Donation Fund. This was brought to my attention to establish the fund, to allow for the donations and a fund to be established so that those donations have a home. And, Mr. President, the Ordinance states the Board of Commissioners of Warrick County hereby establish a Non-Reverting Operating Fund for the specific purpose of providing citizens and organizations with the ability to support and maintain Warrick County Highways to be named the Warrick County Highway Donation Fund. Monetary donations made payable to Warrick County Highway Donation Fund shall be deposited in the said fund and the application the funds donated to the Warrick County Highway Donation Fund shall be according to the digression of the Board of Commissioners of Warrick County. The fund shall be perpetual until terminated by an act of a subsequent Ordinance or Amendment and in the event the Warrick County Highway Donation Fund is terminated for any reason, the disposition of the fund balance if any shall be determined at the discretion of the Board of Commissioners of Warrick County.

Bobby Howard: Can this be approved on night of introduction?

Todd Glass: Um hum. It was, I labeled it for First Reading, Mr. President. With all Commissioners present if you wish, you can amend the rules and adopt on night of introduction if you wish. You needing that now?

Bobby Howard: It'd just be a good idea I think to get the funds pulled back forward and we can utilize these funds for some projects that we have going.

Todd Glass: Okay.

Commissioner Saylor: Okay, so, so I need a motion, what, would be two (2) motions, or...

Todd Glass: (Inaudible).

Roger Emmons: It's like five (5) different motions, I think.

Commissioner Saylor: Is that right?

Roger Emmons: I don't have my list with me, but...

Commissioner Saylor: I don't have my list.

Todd Glass: I don't have my list either. You could, you could set aside 'til later on in the agenda. And we could get the...

Commissioner Saylor: You can get your list, Roger?

Roger Emmons: (Inaudible).

Commissioner Weisheit: (Inaudible) find mine too.

Commissioner Saylor: Mine is on my desk, desk drawer.

Commissioner Johnson: Want to move on?

Commissioner Saylor: Um...

Todd Glass: I can mention a couple of other things, Mr. President.

Commissioner Saylor: Go ahead.

COURTHOUSE RENOVATION AND OLD JAIL RENOVATION PROJECT UPDATES

Todd Glass: I would mention to you that everything's moving along nicely on the Courthouse Renovation Project and Old Jailhouse Renovation Project. ESG has submitted its Qualified Energy Savings Contract, which is under review now by Umbaugh and Associates. They'll be working with ESG to update their projections and financing options available to the County to share that with both the Council and Commission, Commissioners. Appreciate the Council's cooperation. They've set aside three (3) meetings and public hearings in their schedule that's coming up. Which will expedite the process and those meetings are February 22nd, March 1st, and March 8th. And in the March 12th Commissioners meeting, the Commissioners will be considering a Resolution of their own to help finalize the process. I'll keep the Board updated as to the progress on the analysis by the financial advisors and bond counsel.

Commissioner Saylor: Okay. Thank you for that update.

HIGHWAY DONATION FUND CONTINUED
ORDINANCE 2018-05 PASSAGE ON INTRODUCTION

Commissioner Saylor: Alright. Anything else?

Todd Glass: No.

Commissioner Saylor: So we'll move back up to, Ordinance to establish a Warrick County Highway Donation Fund, Resolution 2018-05.

Todd Glass: Ordinance 2018-05.

Commissioner Saylor: Oh, okay.

Todd Glass: Thank you.

Roger Emmons: Typo.

Commissioner Saylor: So the first motion, I need a motion to pass Ordinance 2018-05.

Commissioner Johnson: 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). Second motion, I move to suspend the rules in order to act upon Ordinance 2018-05, on the night of induction, introduction.

Commissioner Johnson: 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). Need a third motion to move, to move that we read Ordinance number, Resolution 2018-05 on the Second and Third Readings by title and number only.

Commissioner Johnson: 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).

Todd Glass: Mr. President, the Ordinance 2018-05, and Ordinance of the Board of Commissioners, of Warrick County, Indiana, establishing the Warrick County Highway Donation Fund.

Commissioner Saylor: Okay. So fourth motion, I move to pass Ordinance 2018-05 on Second Reading.

Commissioner Johnson: Motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. (Motion carried 3-0). And on the fifth motion, I move to pass Ordinance 2018-05 on Third and Final Reading.

Commissioner Johnson: Motion.

Commissioner Weisheit: Second.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. President. That completes the process to approve Ordinance 2018-05 on the night of introduction and First, Second, and Third Readings. I have nothing further.

Commissioner Saylor: Thank you, sir.

(Ordinance 2018-05 is located on Pages 34 through 35 of these Official Minutes)

COUNTY AUDITOR
NON-CERTIFIED CLAIMS

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

Auditor Stevens: Alright, thank you. Debbie Stevens, Warrick County Auditor. I have just a few Non-Certifieds. We have Economic Development, Non-Certified for coffee, tea, water, cups, plates, napkins, and that is credit card, Fifth Third, for a total of one-seventy-six-ninety-two ($176.92). Area Plan, Culligan, water, fifteen ($15.00). And then Health Department, credit card, First National Bank, and that is on K-cups, coffee, for a total of nineteen-ninety-eight ($19.98). The total claim is two hundred thirty-eight dollars and seventy-six cents ($238.76). Total Non-Certifieds are four hundred thirty dollars and sixty-eight cents ($430.68).

Commissioner Saylor: Do I have a motion to approve the Non-Certified Claims?

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

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).

(Non-Certified Claims are located on Page 28 of these Official Minutes)

CLAIMS

Auditor Stevens: Alright. All Certified Claims we have a total of all Certified Expense Claims of one million nine hundred sixty-nine thousand six hundred sixteen dollars and sixty-nine cents ($1,969,616.69).

Commissioner Saylor: Do I have a motion to pay the Claims?

Commissioner Johnson: Make a motion to pay the Claims.

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).

Auditor Stevens: Thank you.

(Claims are located on Pages 29 through 31 of these Official Minutes)

BIS SUPPORT AGREEMENT

Auditor Stevens: I had one (1) more item under Auditor. And this is a support, a remote support agreement for BIS Digital. It's Business Information Systems and it is for technical support only. We purchased the software, you approved that either earlier in the year or maybe in December. But this is just the annual support agreement. And I believe we'll just use one (1) year. It's for the recording software we use for meetings.

Commissioner Johnson: What's the cost of that, Debbie?

Auditor Stevens: It is a total of eight hundred fifty dollars ($850.00) for twelve (12) months.

Todd Glass: Contract has been reviewed and is in proper form.

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 carried three, zero (3-0).

Auditor Stevens: Thank you. That's all I have.

Commissioner Saylor: Thank you, Debbie.

(BIS Support Agreement is located on Pages 31 through 32 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
EMERGENCY PURCHASE OF NEW BUCKET TRUCK

Commissioner Saylor: Next item on the agenda is our County Engineer/Highway.

Bobby Howard: I only have one (1) item if I may. It's the issue with a bucket truck for the Highway Department. As you know, we've been having some issues with our bucket truck and now our back up bucket truck is also no longer functioning for our sign crew. And in order to get the stop signs and speed limit signs put up, I need to look into another means and we've, I've worked with Joe Grassman. Joe, I don't know if you want to come up to talk about this or not, but he did look at some financing. But I did have a few quotes here, but I maybe would consider it an emergency situation for us at the Highway Garage, and, we were able to talk to Meyer Truck Equipment in Evansville and they, they said they could have us a truck in four (4) weeks, and a new Ford F-550 with all the bucket truck attachments for the bed, came in at a hundred and two thousand seven hundred and forty dollars and sixty-two cents ($102,740.62). And looking around the area, they have some trucks in, a truck in Ohio, 2017 Ram 5500 at a hundred thirty-seven thousand three hundred sixty-five dollars ($137,365.00)...

Commissioner Saylor: Bobby, how much was that, I'm sorry.

Bobby Howard: Which one (1)?

Commissioner Saylor: The one (1) you just said (inaudible).

Bobby Howard: The Ram?

Commissioner Saylor: Yeah.

Bobby Howard: A hundred and thirty-seven thousand three hundred and sixty-five dollars ($137,365.00). And then, I've got another 2017 Ford F-550, but it's in California and it was at a hundred and nine thousand nine hundred dollars ($109,900.00).

Commissioner Saylor: Does that include shipping?

Bobby Howard: No.

Commissioner Saylor: That would be substantially higher to get the truck back here. Okay.

Bobby Howard: Right. I've been working with Joe through the purchasing, with the Purchasing Ordinance, and I believe, we, we talked about it. We've got the financing, we think, secure.

Joe Grassman: We, we have financing secured with Elberfeld Bank. They agreed to a five (5) year lease, lease purchase agreement with annual payments. I think they're twenty-two ($22,000.00)...

Bobby Howard: It's twenty-two thousand eight hundred thirty-six dollars and ninety-one cents ($22,836.91).

Joe Grassman: Yeah. (Inaudible).

Bobby Howard: I do have the money in the budget for that.

Joe Grassman: And I, I forget the, do you have the rate on that, Bobby?

Bobby Howard: I do not have that with me.

Joe Grassman: I think it was point, three point four (3.4), five (5), something like that.

Commissioner Weisheit: That's a five (5) year deal, right?

Joe Grassman: Five (5) year.

Todd Glass: Is this, Bobby, probably an emergency that you need to get this?

Bobby Howard: Yes.

Todd Glass: So, you've treated it as such.

Joe Grassman: And Elberfeld/Evansville Bank will cut him the check you know, when, when that arrives. They are willing to wait 'til that time. Then he'll, he can then pay for the vehicle on delivery.

Commissioner Saylor: So are you purchasing this truck from Meyer's Truck Equipment?

Bobby Howard: Yes.

Commissioner Saylor: Okay.

Bobby Howard: That would be my recommendation for the one hundred two thousand seven hundred forty dollars and sixty-two cents ($102,740.62).

Commissioner Johnson: Well, this is an immediate need. I know that. And we've got to get the signs, and I know in my District for, there's plenty of work out there. And this is a new truck so we don't have to go the used option. You know they're just about, their just about as high.

Commissioner Saylor: Let me say this, Bobby has had his eye on two (2) used trucks. And by the time he, he found out about them, correct me if I'm wrong, Bobby, found out about them, called on them. They were gone. So he's tried the used option/route. So, correct, Bobby?

Bobby Howard: Yes.

Commissioner Saylor: Alright, so...

Commissioner Johnson: I make a motion to approve the emergency purchase of the Meyer Truck for one hundred and two thousand seven hundred forty dollars and sixty-two cents ($102,740.62).

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: Thank you.

Joe Grassman: Might as well just stay here, I'm next.

Commissioner Saylor: Okay, give me one (1) second. Um, alright. Mr. Grassman, you're up again.

Joe Grassman: Thank you.

Roger Emmons: We left out...

Commissioner Johnson: We left out County Health Department.

Roger Emmons: County Health.

Commissioner Saylor: Oh, County, oh, I'm sorry.

Roger Emmons: Jason Bradshaw's here for his agreement for professional services.

Commissioner Saylor: Okay.

Joe Grassman: I'll step down then (inaudible).

Commissioner Johnson: (Inaudible).

Commissioner Saylor: What's that?

Commissioner Johnson: (Inaudible).

Commissioner Saylor: Joe, I want you to stay up here real quick cause it won't take that long. Go ahead, Joe.

(Elberfeld Lease Agreement, Truck Purchase, is located on Pages 37 through 38 of these Official Minutes)

NEW TRACTOR WITH MOWER ATTACHMENT FOR HIGHWAY DEPARTMENT

Joe Grassman: Okay. Pursuant to a request from Bobby Howard and pursuant to our recently adopted Purchasing Ordinance 2017-03...'30 and the Indiana Code, I solicited bids for the Highway Department for a new tractor with attached mower, and sent out five (5) solicitations. Received three (3) bids. I gave you a spreadsheet showing the, the results of the bids and the, the Ordinance and the State Code pretty much describes exactly how we're to, how you are to act or respond in this particular situation. And that's simply to award the purchase to the lowest responsible, responsive bidder. In this case the lowest responsible, responsive bidder was Wright Implement Company. They're in Bowling Green, Kentucky. And so I would recommend you award it to them. I'll read you the prices though for, that we got from all three (3) different vendors. From Hudson John, we, from Hudson, I guess, John Deere, in Evansville, the price, their price was a hundred and thirteen thousand two hundred eighty-five dollars and twenty-six cents ($113,285.26). Southeastern, also in Evansville, their price was a hundred and twenty thousand dollars three hundred

twenty-eight dollars and eighty cents ($120,328.80). And Wright Implement was one thousand and three dollars five hundred and eighty-seven dollars and sixteen cents ($103,587.16). So here again, my recommendation would be to, pursuant to Code, to award to the lowest bidder, Wright Implement at one-'o-three-five-eight-seven point one-six ($103,587.16). And just to follow up, we have, we also have the purchasing, the funding and financing for that arranged through Old National Bank. I think there's a few loose ends, but we've agreed to all the terms and conditions. Well, we've informally agreed.

Commissioner Saylor: Okay, so tonight we just need a motion to award the bid?

Joe Grassman: Right and the, we can bring the financing back to, subsequent, yes.

Bobby Howard: We're going to do the financing closer to delivery of the tractor which is estimated right now to be about mid-April.

Commissioner Saylor: Okay. Counselor, there, you?

Todd Glass: No.

Commissioner Saylor: No, okay. Do I have a motion to award the bid for the new tractor with a mower for the Highway Department?

Commissioner Weisheit: I make a motion to award the low bidder, Wright Implement, for a hundred and three thousand five hundred and eighty-seven dollars ($103,587.00) and what was the cents?

Commissioner Saylor: Sixteen ($0.16).

Commissioner Weisheit: Sixteen cents ($0.16).

Commissioner Saylor: Have a second?

Commissioner Johnson: Second.

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

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Joe Grassman: That's all I have, thank you.

Commissioner Saylor: Thank you, Joe.

(Bids for the John Deere Tractor/Mower is located on Pages 32 through 34 of these Official Minutes)

COUNTY HEALTH
AGREEMENT FOR PROFESSIONAL SERVICES – JASON BRADSHAW

Commissioner Saylor: Next item on the agenda is County Health.

Commissioner Weisheit: Hi, Jason.

Commissioner Saylor: Hi, Jason.

Commissioner Johnson: Hi, Jason.

Commissioner Saylor: Sorry, Jason, that's what you have when you've got a rookie President.

Jason Bradshaw: You're fine, you're fine. So, I think you guys have it in front of you a proposed contract for services.

Roger Emmons: I believe I emailed that to the Board and Todd. I don't recall what date it was. But it could have been back in January. You've got it?

Todd Glass: Yes, it's in order, Mr. President. It's with Jason doing business as Arrow Planning Group, LLC. Everything is in order. It's provides all the services they will provide for the County as independent contractors. I've got, Jason, the term goes through June 31st?

Jason Bradshaw: Correct. This is actually a cycle that's currently in place.

Todd Glass: It's already in place. So this, we're a little bit behind the eight (8) ball on it to affirm that the term that runs through the end of June. Jason had already executed it, in addition to the Warrick County Board of Health.

Commissioner Saylor: Alright, I need a motion for Agreement for Professional Services.

Commissioner Weisheit: I make a motion to approve the contract with Jason Bradshaw.

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). Thank you.

Commissioner Weisheit: Jason, thanks for all you do for us. Appreciate it.

Commissioner Johnson: (Inaudible).

(Jason Bradshaw, Services Agreement, is located on Pages 35 through 36 of these Official Minutes)

COUNTY SHERIFF

Commissioner Saylor: Next item up on the agenda is our County Sheriff. Sheriff?

Sheriff Kruse: Nothing.

Commissioner Saylor: You have nothing?

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: Alright, next item is, Marlin, you have anything?

Commissioner Weisheit: I'm good.

BOB JOHNSON
GENTRY CEMETERY ACCESS DISCUSSION WITH RALEIGH BRUNER

Commissioner Johnson: I'd like to call up Raleigh Bruner, Owen, Owen Township Trustee, to discuss a little bit about Gentry Cemetery Road and where we're at today.

Raleigh Bruner: Great.

Commissioner Saylor: Sir, state your name for the record.

Raleigh Bruner: Raleigh Bruner, Owen Township Trustee.

Commissioner Saylor: Good to see you, Raleigh.

Raleigh Bruner: Good to see you, sir. Kind of, I have to work off this phone a lot and been getting a lot of emails and we've been going back and forth. Good to meet you, Dan.

Commissioner Saylor: Good to meet you.

Raleigh Bruner: (Inaudible) personally.

Commissioner Johnson: So Raleigh, where, where we're at today, and, Todd, you can help me out here if you would please. We've, we've, we're getting an agreement for the easement through Peabody.

Raleigh Bruner: Okay.

Commissioner Johnson: Is that correct?

Todd Glass: Ah, yes. Peabody's preparing a survey to identify the location of the easement in addition to the cemetery itself on their property.

Commissioner Johnson: And then secondly, I believe, after last week, or earlier, last week's conversation with the Werne Brothers who are part of, who own the west side.

Raleigh Bruner: West side. Yep.

Commissioner Johnson: I think what we're trying to do here is, we, we would like to do a sit down with you.

Raleigh Bruner: Yep.

Commissioner Johnson: Myself, our Attorney, and probably Mr. Spradling and Mr. Dillman that owns the east side.

Raleigh Bruner: Yep.

Commissioner Johnson: And show them the easement of what we have, what we have in place, and just basically just get to know each other and, and break some ice and show that they, they, the easement's there.

Raleigh Bruner: Yep.

Commissioner Johnson: That we need access to it.

Raleigh Bruner: Yes, sir.

Commissioner Johnson: And then I would also like to, I've got approval from the Werne Brothers to put up a sign stating, Gentry Cemetery Road, as we discussed. Gentry Cemetery Road, public welcome, sunrise to sunset, and that should hopefully relegate this issue that we're having.

Roger Emmons: (Inaudible) advise them to stay on the road and not trespass.

Commissioner Johnson: Yes.

Raleigh Bruner: I had a conversation with Cameron Werne the property owner Saturday morning for over an hour.

Commissioner Johnson: Did you?

Raleigh Bruner: And we had a really good, you know, I told him what our situation's been in the past with Peabody and where we're at and he told me that the gate itself was put up, put back up by Mr. Dillman.

Commissioner Johnson: Yeah.

Raleigh Bruner: You know, Mr. Dillman owns the east side.

Commissioner Johnson: Um hum.

Raleigh Bruner: Which I understand that. And you know I haven't really said too much about that because it's been winter. I thought they were logging in there. There's some ruts in there now from, you know, from the winter. I guess they, the land owner's been going in and out quite a bit. But you know, and you know, Mr. Werne agreed with me that they didn't want to stop anybody from going back there. And we just want free access to the cemetery. And I've got copies of their deeds and everything but Peabody has the right-of-ways there. There's forty (40) foot of right-of-way on Gentry Cemetery Road. You know, and we just, I appreciate your help in getting all this done. And we're going to sit down, you know. We don't want to cause that many problems and you know I suggested to them just to post their property and you know. There's nobody gonna go back there with the kind of signage they have.

Commissioner Johnson: No (inaudible).

Raleigh Bruner: Unless they find out…

Commissioner Johnson: It's pretty intimidating.

Raleigh Bruner: Yeah, yeah. That's to say the least. But I had a, I had a contractor that was going to do work in the cemetery, and I'd even told him there's a gate up there. Go on back past the gate. He said, you know, you've seen it. I sent you the email, he refused to even go back there. You know and that's kind of what we're going to get into if they keep the gate up. It will eventually be locked. Right now it's got a chain around it and it's wired up. You know, if anybody needs to get out and go up there, say it's an old person that wants to go visit the cemetery. You know they've got to get out, undo all that wiring they've got on there, open it up, go back there and you know they could get locked in.

Commissioner Johnson: I didn't realize it had the wiring. I knew about the chain.

Raleigh Bruner: Yes, it's all wired up to where it's, and it's going…

Commissioner Johnson: I think the biggest thing we can do here is, the best thing that we can do is bring Mr. Dillman to the table.

Raleigh Bruner: I agree.

Commissioner Johnson: Cause that's been the one (1) that we haven't, I haven't been able to communicate with.

Raleigh Bruner: And I'm okay with that.

Commissioner Johnson: And I know that they're the Werne Brothers are, you know, they're State Police.

Raleigh Bruner: (Inaudible).

Commissioner Johnson: One's a detective. And his problem is people going back there partying and you know this is a hunting property that he bought for his family. And they've found…

Commissioner Saylor: Drug paraphernalia.

Commissioner Johnson: Drug paraphernalia back there that, as in hypodermics and things like that. And it's scary that he has a six (6) year old son and he's afraid he might pick something up. Or, you know, so I think that he's been patrolling it.

Raleigh Bruner: Yep.

Commissioner Johnson: And I told him that I would ask our Sheriff if we might be able to get a little bit more activity back there as well.

Raleigh Bruner: Yeah, that's valid. You know, and the dead end road on Ebenezer, or I'm sorry, on the end of Barren Fork Road…

Commissioner Johnson: Right.

Raleigh Bruner: Back there is, is Barren Fork Cemetery.

Raleigh Bruner: We always called it Madden/Pemberton Cemetery cause that's most of the Lynnville, you know, crowd, goes back there. That's where they're buried. He, you know, he actually run somebody off that road there and he's got that road signed, you know, no trespassing on that road. But you know, I mean, yeah, I mean there's people that's been back there since I was a kid, I mean we'd go back there when we was kids and sit there in that parking lot. I mean, it's a large parking lot. But I mean, are they going to put a gate up there too? You know, that's a County Road. I've got pictures right here that I brought last time, and you know, that shows it. And I'm going, I'm going to show you going up this hill right here, he's got a sign out here in the grass along this road right here that says, no trespassing.

Commissioner Weisheit: Yeah, and that's a County Road.

Raleigh Bruner: Yeah, that's a County Road.

Roger Emmons: Do we get mileage on that Bobby?

Commissioner Weisheit: Back to the cemetery, don't we?

Bobby Howard: Yeah.

Raleigh Bruner: Yeah. That one's a County Road...

Bobby Howard: Back to the west.

Raleigh Bruner: And it's got a, I sent the email to you when I took the picture I got on my phone. He's got a sign out here on the edge of the road.

Commissioner Johnson: I haven't seen that one (1). But I'll go back and look at it.

Raleigh Bruner: And he's, back by the cemetery he's got another one (1).

Commissioner Johnson: You're talking about by Barren Fork?

Raleigh Bruner: Um hum. Yeah, right there on the hill. I mean...

Commissioner Saylor: So do we get mileage on the road that the gate's on?

Roger Emmons: No.

Bobby Howard: No, that's not, yeah, that's just an easemental...

Commissioner Saylor: So that's not our responsibility to maintain?

Commissioner Johnson: We help maintain it.

Bobby Howard: We help out with the...

Commissioner Saylor: We help out?

Bobby Howard: The cemetery gain, for access.

Roger Emmons: To provide the access.

Commissioner Saylor: Okay.

Commissioner Johnson: So, Raleigh, I know this has been...

Raleigh Bruner: Over a year.

Commissioner Johnson: We've been working on it for a while.

Raleigh Bruner: I understand.

Commissioner Johnson: I thought we had it resolved a year ago and we're still talking about it and still working on it. And...

Raleigh Bruner: You know I take the opportunity with, when we had you know, when Peabody had it, this at the time. And there's a road that goes in you know the back side. We're okay if they open, if Peabody would open that up and let us go in the back. You know they could keep their gate up there.

Commissioner Johnson: It would probably be safer.

Raleigh Bruner: Yeah. I don't, I mean I don't care where we have to go in. But give us access to it without a gate up so we can get back there and not have to get out and open the gate and you know shut the gate and go back there and you know. It's just...

Todd Glass: I wasn't familiar with that access road, Raleigh. Where does that come off of?

Commissioner Johnson: It's on the east side, is it not?

Raleigh Bruner: Excuse me?

Commissioner Weisheit: The other access?

Commissioner Johnson: Is it on the east side?

Raleigh Bruner: It's on, no, it's on the north, it's actually on the north side of Dillman's property up there.

Roger Emmons: (Inaudible).

Raleigh Bruner: It's an old road...

Commissioner Johnson: So it's on the east side.

Raleigh Bruner: That used to come in off of Scales Road.

Commissioner Johnson: Yeah.

Commissioner Weisheit: It would take a lot to get that open, though, back. It's pretty low through there.

Roger Emmons: It would.

Raleigh Bruner: It would. Yeah, but Peabody could do it. They've got deep pockets.

Roger Emmons: Raleigh, I don't know if it makes much different but the gate, the post and the gate itself, those were originally put up by Anthony, is that right?

Raleigh Bruner: So...

Roger Emmons: Did the mine replace it?

Raleigh Bruner: The coal mine put them up for, I guess, Anthony. So back in the early '80's I worked for the County Highway Department for twenty-three (23) years. We were in the process of opening that road up to the Cemetery cause it was impassible. We opened it up and soon after that, there was an investigation by the State Board of Accounts because the County had done work up in that area on, and they said private property. No, we went in there to open that up to the cemetery so we could get back there. And I was even one (1) of the people that they questioned at one (1) time cause...

Roger Emmons: It was legal.

Raleigh Bruner: It was legal. We put culverts in and did the work because the Trustee wanted to get in there and, and get it cleaned up.

Roger Emmons: Maintain the cemetery.

Raleigh Bruner: Maintain it. And that's what they did. That's what we did. And then after the road got fixed and a year (1) or two (2) later, then Peabody started leasing the property for these hunting leases and I got leased out and a gate got put up. So...

Roger Emmons: My point was, I'm wondering if Mr. Dillman, the post had never come down, I mean the ones that are there now.

Commissioner Johnson: The posts have been there and the gate was taken down and laid off to the side of the road. And once they purchased that property, Mr. Dillman took that gate and put it back up.

Roger Emmons: As his property. Because they left, okay. I didn't understand that.

Commissioner Johnson: Yes.

Raleigh Bruner: Yeah.

Commissioner Johnson: It's Peabody's gate.

Raleigh Bruner: Yeah, and talking to Mr. Werne, you know, and he said you know, Mr. Dillman put that up. And he said, we really didn't know anything about that cemetery back there. Peabody really didn't say too much about that. And you know with all we've been through, I mean with it, you'd think that they'd at least told them.

Commissioner Weisheit: You know those posts are probably in the County Road easement, aren't they, Roger?

Raleigh Bruner: I thought they were. I thought they were.

Commissioner Weisheit: You don't think they're on the easement?

Commissioner Johnson: I've already measured it.

Commissioner Weisheit: You measured it? Okay.

Commissioner Johnson: We have a fifteen (15), according to Bobby, we have a fifteen (15) foot from center line of the road and they're well farther than that.

Raleigh Bruner: I thought it was twenty (20)?

Commissioner Johnson: (Inaudible).

Raleigh Bruner: I thought it was twenty (20).

Bobby Howard: We found the old record books and they have a thirty (30) foot easement for Barren Fork total.

Raleigh Bruner: Right there? On Barren Fork?

Bobby Howard: So, okay.

Commissioner Weisheit: So probably just out of the easement. Okay. Answers that.

Raleigh Bruner: Yeah.

Commissioner Saylor: Well, Raleigh, I've gotten a phone call from one (1) of these, Mr. Werne...

Raleigh Bruner: Yeah.

Commissioner Saylor: One (1) of the brothers there and one (1) I appreciate you guys. I called Commissioner Johnson and, and, cause it's in his District and so, you know, one (1), it sounds like there's a lack of communication. You guys are all going to talk now, so I think it's going in the right direction and hopefully we, we can get this behind us.

Raleigh Bruner: Oh, absolutely.

Commissioner Saylor: Cause I know, I can, one (1), I appreciate your passion, you know, cause I can tell.

Raleigh Bruner: Right.

Commissioner Saylor: I can read that into the emails.

Raleigh Bruner: Thank you.

Commissioner Saylor: So I appreciate what you're trying to do. And you're kind of a watchdog for that cemetery and I think it's important to have people like you. So bear with us and I'm sure Commissioner Johnson will, will do you a good job. So thank you very much.

Raleigh Bruner: Thank you. I think we'll get through this. We're going to meet soon as we can.

Commissioner Johnson: Yes, sir.

Raleigh Bruner: I told them, you know, I do have a, a, Schum Monuments is coming up to set a stone and you know, we're having a mapped. We have some stuff going on. I hope, I was kind of hoping the Mr. Dillman would you know take the gate down. But we'll talk to him and maybe we'll get it worked out.

Commissioner Saylor: Good deal.

Raleigh Bruner: Thank you.

Commissioner Saylor: Thank you, sir.

Todd Glass: Mr. President. I would want to reiterate what Commissioner Johnson said, is that Peabody and American Land Holdings have offered to survey both the easement and the cemetery. And I believe at their cost. So that's not an insignificant thing to do.

Commissioner Weisheit: That's good.

Todd Glass: Although they said it's going to take a little while.

Raleigh Bruner: Yeah.

Todd Glass: We'll keep on them, between Commissioner Johnson and I.

Raleigh Bruner: That's great. So I don't really understand, I'm not a lawyer. Our Township has been getting these, the assessments, you know, from the, the Assessor's Office for the cemetery. I've been getting these for fifteen (15) years, saying Gentry Cemetery, you know, Owen Township owns it. Whatever. We don't get charged anything for it. It has the parcel number and everything. That's what we went in there and read. And that's not right, the Township doesn't own that? Or it doesn't really? I don't understand it.

Todd Glass: It, it, there's no deed that can be located.

Raleigh Bruner: Okay.

Todd Glass: So with their survey, they'll deed it, quit claim it to the County or the Township, whichever one (1) we want. And that will finally get 'r done.

Raleigh Bruner: Okay, that's great.

Commissioner Johnson: I personally, I think it ought to go to the Township. If that's the original intentions, and that's where it should stay.

Raleigh Bruner: To take care of it.

Commissioner Saylor: Okay.

Raleigh Bruner: I appreciate it. Thank you, gentlemen.

Commissioner Saylor: Thank you.

Commissioner Weisheit: Thank you, Raleigh, for all you do.

Commissioner Johnson: Thank you, Raleigh.

COMMISSIONER SAYLOR
FLOODING IN THE RECORDER'S OFFICE

Commissioner Saylor: Alright. With that, I think I just have one (1) thing to say. You know, we've, we've had a, a water leak in the Judicial Center in the Recorder's Office here last week. And that, we've got that office being repaired. It's going to be an insurance claim. Should be handled, segregated out so the County, the taxpayers will incur very, very little cost whatsoever. Maybe the depreciation of carpet or something. But just wanted to thank the Office Holders and the people that have been put out by this. We all, we did also, the Commissioners ordered as cease and assist with the contractors to, and we've scheduled a meeting for tomorrow at noon (12:00 PM)?

Roger Emmons: Yes.

Commissioner Saylor: We're going to sit down with the contractors and we're going to have a discussion and talks and find out, try to figure out why this happened, how it happened, and how we're going to proceed forward. So, just to let people know that we're, we're on top of it. And appreciate you know everybody, just everybody's efforts in this. It's never an ideal situation, but there was quite a bit of records, destroyed, or not destroyed but damaged. We're getting those, getting those fixed up. So.

Roger Emmons: I would add that, I talked to the adjustor, and we will have to pay our five thousand dollar ($5,000.00) deductible. But we will get that back.

Commissioner Saylor: We will get that back.

Roger Emmons: Yes.

Commissioner Saylor: That's, that is correct. That's what I understand. The only, the only thing that County taxpayers will be responsible for is maybe a little bit of depreciation on the carpet. So, and that's, that's by the laws and rules and that's a maybe. It just depends on how good of negotiators we are.

Roger Emmons: Since we're discussing that, I guess you, do you want to stay with regular traditional carpeting given that the tile is more expensive than what's there now?

Commissioner Johnson: Is it?

Commissioner Saylor: Yes, it's...

Roger Emmons: According to Chris Waddell...

Commissioner Saylor: It's six dollars ($6.00) more, I have those notes in my office. It's six dollars ($6.00) more a, a yard I think just on material costs, and the installation cost is even higher the carpet center had told me. We were going with the squares in the renovation project for the old, for this building. The reason being because we felt if there's damage to the piece, we can replace that out. So that decision hasn't been made. We're going to look at the cost and see what the insurance is willing to do for us. So that decision has not been made.

Roger Emmons: Okay.

FIRST ORGANIZATIONAL MEETING OF THE WARRICK COUNTY TOURISM COMMISSION

Todd Glass: I forgot something, Mr. President, I wanted to mention, thanks to the help of Shari Sherman the Tourism Commission is meeting Friday at 2:00 PM, here, and it's an organizational meeting. She's tracked everybody down and they'll all be here Friday at 2:00 (PM) and you're welcome to come and meet the commission.

Commissioner Saylor: Great. Good deal. Thank you. Shari, appreciate it. Alright then, anybody else?

Commissioner Weisheit: Dan, I do want to just compliment you on handling that disaster over there across the street. I know you got here early that morning and worked with the maintenance people and probably kept from having a lot more damage. But I do want to compliment you on your efforts over there and getting a service in here to take care of it immediately and stay on top of that. Great job.

Commissioner Saylor: Appreciate it. Thank you.

Commissioner Johnson: Good job.

Commissioner Saylor: With that, do I have a motion?

Commissioner Johnson: Motion to dismiss.

Commissioner Saylor: Second?

Commissioner Weisheit: Second.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:58 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

Dan Saylor

DAN SAYLOR, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

Marlin Weisheit

MARLIN WEISHEIT, MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2018-03

PLAN COMMISSION DOCKET # RC-R-18-01

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 Agricultural District, as shown on said Warrick County Zoning District Map, be amended as to the following described real estate:

A part of the Northwest Quarter of Section 31, Township 5 South, Range 8 West, more particularly described as follows:

Commencing at the Southeast corner of said quarter section; thence along the East line thereof, North 00 degrees 33 minutes 51 seconds East a distance of 316.00 feet, more or less to the South line of the property being owned by the Grantor and the North line of the property being owned by the Grantees herein; thence along this common line North 89 degrees 26 minutes 09 seconds west a distance of 1070.73 feet, more or less to a point being the point of Beginning of the tract herein conveyed; thence North 00 degrees 08 minutes 40 seconds east a distance of 78.45 feet to a set 5/8" rebar with LS Cap AES 002; thence North 84 degrees 44 minutes 18 seconds west a distance of 171.73 feet to a 5/8" rebar with LS Cap AES 002, said point being the Southerly corner of a 100'x100' lease area and the extension thereof north 53 degrees 47 minutes 24 seconds west a distance of 182.59 feet to a PK nail set in Old Plank Road; thence along Old Plank Road South 35 degrees 17 minutes 03 seconds west a distance of 251.68 feet to a point; thence South 80 degrees 36 minutes 09 seconds east a distance of 476.07 feet to the point of beginning, containing 1.39 acres, more or less, according to a survey thereof by Rodney K. Young PE LS and Reg. 8910019 dated December 27, 2000.

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 Agriculture District to said C-4 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

2/12/18
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

Chad Wagner
Printed Name

This document prepared by: Chad A. Wagner

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

812.464.0585 office 812.464.2514 Fax
4800 Rosebud Ln., Newburgh, IN 47630
morleyarp.com

January 29, 2018

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

Re: TownePlace Suites Hotel – Newburgh Lodging LLC
Renewal of Commercial Driveway Surety C-16-099
Morley Project # 8958.4.004B

FILED
FEB 01 2018
WARRICK COUNTY
AREA PLAN COMMISSION

Bobby,

On behalf of our client, we are requesting a one year extension for Commercial Driveway Permit C-16-099. This is the hotel project on lots 10,11, and 12 of Arbor Pointe Section 3 Phase 1.

Three drives are in the permit, one concrete and two asphalt. The concrete drive is 100% complete, and both asphalt drives have been constructed with the exception of the surface coat. Of the $29,766.60 value of the driveways, 95% has been completed.

The project is still under construction. The surface coat has not been installed due to construction traffic for the building. We anticipate the surface coat will be installed within the next year.

The developer will furnish a new surety for the amount of $29,766.60.

Please let me know if you have any questions.

Thank you,

Jeramy Elrod, Civil Staff Engineer

cc: Bruce Bonnett, Jay Kivott, File

BOARD OF COMMISSIONERS:

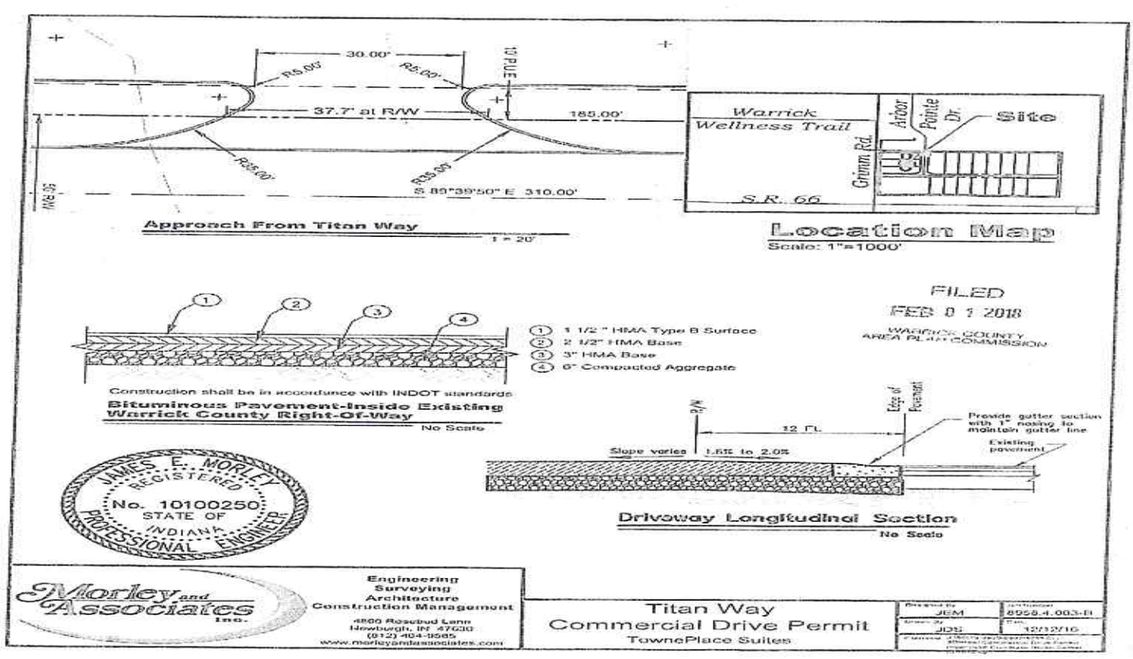
President

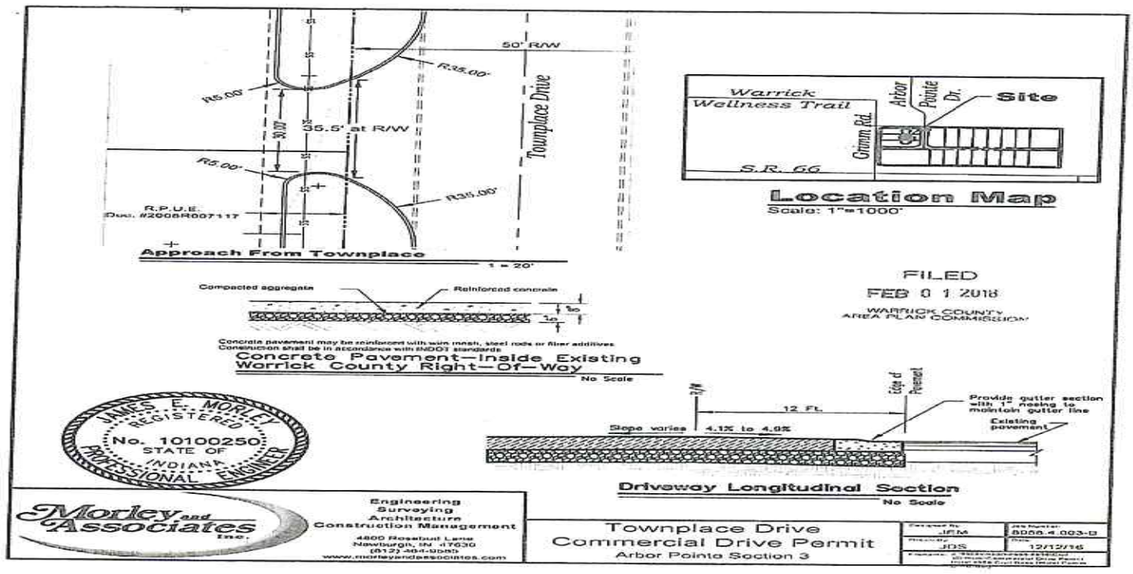
Member

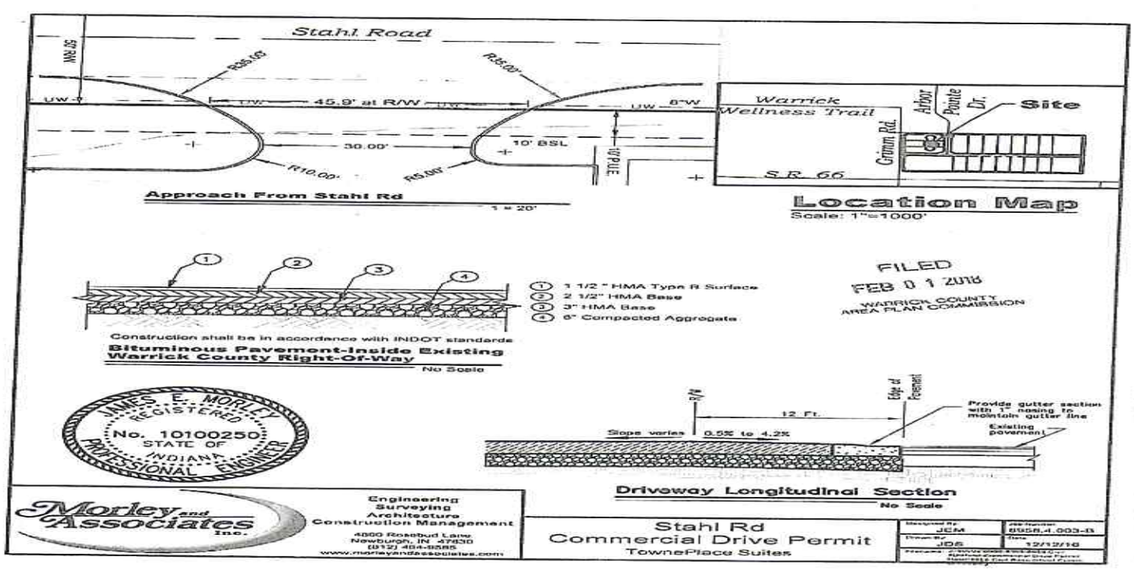
Member

ATTEST:

Auditor
Date: 2/12/18







Morley and Associates Inc.

Engineering ~ Surveying ~ Architecture ~ Construction Management

December 12, 2016

Warrick County
Area Plan Commission
Courthouse - Room 201
Boonville, IN 47601

RE: TownePlace Suites
Cost Estimate for Commercial Entrances
Morley Project No. 8955.4.003B

						Estimated Cost
Commercial Drive: Titan Way						
Excavation and Grading	1	LS	@	$ 2,000.00	$	2,000.00
6" Curb and gutter	56	LF	@	$ 13.00	$	728.00
1.5" HMA Surface	4.8	TON	@	$ 90.00	$	432.00
5.5" HMA Base	18	TON	@	$ 75.00	$	1,350.00
6" Compacted aggregate	20	TON	@	$ 29.00	$	580.00
Remove curb	88	LF	@	$ 10.00	$	880.00
1" Curb and Gutter	88	LF	@	$ 15.00	$	1,320.00
SUBTOTAL COST =					$	7,290.00
15% Contingency =					$	1,093.50
TOTAL COST =					$	8,383.50
Commercial Drive: Townplace Drive						
Excavation and Grading	1	LS	@	$ 2,000.00	$	2,000.00
6" Curb and gutter	56	LF	@	$ 13.00	$	728.00
8" Reinforced Concrete	54.0	SYS	@	$ 80.00	$	4,320.00
6" Compacted aggregate	18	TON	@	$ 29.00	$	522.00
Remove curb	86	LF	@	$ 10.00	$	860.00
1" Curb and Gutter	86	LF	@	$ 15.00	$	1,290.00
SUBTOTAL COST =					$	9,720.00
15% Contingency =					$	1,458.00
TOTAL COST =					$	11,178.00

and respectfully submitted by:

James E. Morley, P.E., P.L.S.
Indiana Registration No. 10100250

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

cc: Brad Janes
File

FILED
FEB 01 2018
WARRICK COUNTY
AREA PLAN COMMISSION

4800 Rosebud Lane • Newburgh, IN 47630 • (812) 464-9585 • FAX: (812) 464-2514
www.morleyandassociates.com • e-mail: info@morleyandassociates.com

Morley and Associates

Engineering – Surveying – Architecture – Construction Management

December 12, 2016

Warrick County
Area Plan Commission
Courthouse - Room 201
Boonville, IN 47601

RE: TownePlace Suites
Cost Estimate for Commercial Entrances
Morley Project No. 8958.4.003B

						Estimated Cost
Commercial Drive: Stahl Road						
Excavation and Grading	1	LS	@	$ 2,000.00	$	2,000.00
6" Curb and gutter	56	LF	@	$ 13.00	$	728.00
1.5" HMA Surface	5.6	TON	@	$ 90.00	$	504.00
5.5" HMA Base	21	TON	@	$ 75.00	$	1,575.00
6" Compacted aggregate	23	TON	@	$ 29.00	$	667.00
Remove curb	95	LF	@	$ 10.00	$	950.00
1" Curb and Gutter	96	LF	@	$ 15.00	$	1,440.00
Utility Conflict Coordination	1	LS	@	$ 1,000.00	$	1,000.00
SUBTOTAL COST =					$	8,874.00
15% Contingency =					$	1,331.10
TOTAL COST =					$	10,205.10

and respectfully submitted by:

James E. Morley, P.E., P.L.S.
Indiana Registration No. 10100250

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

cc: Brad Janes
File

FILED
FEB 0 1 2018
WARRICK COUNTY
AREA PLAN COMMISSION

4800 Rosebud Lane • Newburgh, IN 47630 • (812) 464-9585 • FAX: (812) 464-2614
www.morleyandassociates.com • e-mail: info@morleyandassociates.com

Woodfield II

BOARD OF COMMISSIONERS:

President

Member

Member

ATTEST:

Auditor
Date: 2/12/18

FILED
JAN 2 5 2018
WARRICK COUNTY
AREA PLAN COMMISSION

NEIKIRK Engineering, LLC
www.neikirkengineering.com

January 25, 2018

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

RE: Letter of Request for Reduction
ILOC #20005113263
Sidewalk Construction
Woodfield Subdivision Phase II

Dear Ms. Rector:

This letter is to certify that a portion of the outstanding sidewalks in Phase II have been completed. Therefore, we request the amount of the ILOC be reduced from $9,028.80 to $7,444.80 for Sidewalk Construction for Woodfield Subdivision Phase II.

On behalf of Steve Blankenberger of Woodfield Development, LLC; we respectfully request the reduction of the Irrevocable Letter of Credit that is on file to the amount stated above for these remaining improvements in said Subdivision. We respectfully request a one (1) year time extension to allow the continuation of the sidewalk improvements as lots are sold and houses are constructed.

The attached ILOC improvement cost breakdown is attached for review and record. Please place this request on the next available meeting agenda and please notify us accordingly. If you have any questions or comments, please feel free to contact me. Thank you for your time and consideration.

Respectfully Submitted:

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

Cc: Steve Blankenberger, Woodfield Development, LLC

4915 Lincoln Avenue
Evansville, Indiana 47715
812-202-3429

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

Southern Engineering Corporation—a Neikirk Engineering Company
411 East Broadway
Johnston City, Illinois 62951
618-983-4165

FILED
JAN 25
WARRICK COUNTY
AREA PLAN COMMISSION

NEIKIRK Engineering, LLC

www.neikirkengineering.com

January 25, 2018

Warrick County Area Plan Commission
107 W. Locust Street, Courthouse Room 201
Boonville, Indiana 47601

RE: Letter of Credit Estimate
Sidewalk Construction
Woodfield Subdivision Phase II

Engineers Cost Estimate

Sidewalks:
4' sidewalk
(Lots 12, 16, 19, 21)
564 ft. at $12.00/lft. $ 6,768.00

Subtotal for sidewalks: $ 6,768.00
10% Contingency: $ 676.80

Total amount for remaining Sidewalk Construction: $ 7,444.80

Engineer's Estimate prepared by and respectfully submitted:

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

4915 Lincoln Avenue
Evansville, Indiana 47715
812-202-3429

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

Southern Engineering Corporation – a Neikirk Engineering Company
411 East Broadway
Johnston City, Illinois 62951
618-983-4165

Woodfield III

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: 2/12/18

FILED
JAN 25 2018
WARRICK COUNTY
AREA PLAN COMMISSION

NEIKIRK Engineering, LLC

www.neikirkengineering.com

January 25, 2018

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

RE: Letter of Request for Reduction
ILOC #20005113285
Sidewalk Construction
Woodfield Subdivision Phase III

Dear Ms. Rector:

This letter is to certify that a portion of the outstanding sidewalks in Phase III have been completed. Therefore, we request the amount of the ILOC be reduced from $17,952.00 to $13,873.20 for the remaining Sidewalk Construction for Woodfield Subdivision Phase III.

On behalf of Steve Blankenberger of Woodfield Development, LLC; we respectfully request the reduction of the Irrevocable Letter of Credit that is on file to the amount stated above for these remaining improvements in said Subdivision. We respectfully request a one (1) year time extension to allow the continuation of the sidewalk improvements as lots are sold and houses are constructed.

The attached ILOC improvement cost breakdown is attached for review and record. Please place this request on the next available meeting agenda and please notify us accordingly. If you have any questions or comments, please feel free to contact me. Thank you for your time and consideration.

Respectfully Submitted:

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

Cc: Steve Blankenberger, Woodfield Development, LLC

4915 Lincoln Avenue
Evansville, Indiana 47715
812-202-3429

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

Southern Engineering Corporation – a Neikirk Engineering Company
411 East Broadway
Johnston City, Illinois 62951
618-983-4165

FILED
JAN 25
WARRICK COUNTY
AREA PLAN COMMISSION

NEIKIRK Engineering, LLC
www.neikirkengineering.com

January 25, 2018

Warrick County Area Plan Commission
107 W. Locust Street, Courthouse Room 201
Boonville, Indiana 47601

RE: Letter of Credit Estimate
Sidewalk Construction
Woodfield Subdivision Phase III

Engineers Cost Estimate

Sidewalks:	
4' sidewalk (Lots 26, 27, 28, 31, 32, 75, 84, 85, 95, 97, 98) 1,051 lft. at $12.00/lft.	$ 12,612.00
Subtotal for sidewalks:	**$ 12,612.00**
10% Contingency:	**$ 1,261.20**
Total amount for remaining Sidewalk Construction:	**$ 13,873.20**

Engineer's Estimate prepared by and respectfully submitted:

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

4915 Lincoln Avenue
Evansville, Indiana 47715
812-202-3429

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

Southern Engineering Corporation—a Neikirk Engineering Company
411 East Broadway
Johnston City, Illinois 62951
618-963-4165

kellerschroeder
TECHNOLOGY | CONSULTANTS | SOLUTIONS

FOR: **Warrick County Commissioners**
107 W. Locust St.
Boonville, IN 47601
812-568-7121
http://www.warrickcounty.gov

BY: **Keller Schroeder**
4920 Carriage Drive
Evansville, IN 47715
812-474-6825
http://www.kellerschroeder.com

Proactive Performance Management Agreement

Prepared By: *Ty Eblen, Select Account Manager*
Erin Nellis, Operations Coordinator

Date: February 7, 2018

Project Statement:

Keller Schroeder (KS) proposes to provide Systems Support to the Warrick County Commissioners ("Client") to perform the tasks outlined below with respect to systems administration, information systems architecture, and common practice recommendations.

Keller Schroeder Assumptions:

1. Tasks undertaken by KS personnel will be performed at the client's location(s) or at the KS offices as determined appropriate by the engineering resources assigned to the project.
2. KS will provide engineering and technical leadership to accomplish the tasks outlined below.
3. KS will depend on the Client to provide details pertaining to site-specific information needed to perform the identified tasks. This includes, but is not limited to, remote access, addresses of all systems covered by this agreement, operating systems of all systems covered by this agreement, hardware information, physical location, software installed on all systems, and credentials to access information required to perform tasks agreed upon as part of this scope.
4. KS retains the right to integrate different engineers during the timeline of the project as deemed appropriate and necessary to provide the best possible service based on required tasks.
5. This proposal does not include time for any communication to network users. Client assumes all responsibility for adhering to change management practices, communicating downtime requirements, and any internal communications with users of the impacted systems.
6. KS will rely on Client staff to coordinate any communication with Client employees or business partners related to changes associated with this project.
7. KS personnel will be provided necessary security access to all systems and network devices pertinent to performing the tasks outlined within the scope of this document.

8. KS personnel will be provided the necessary safety training and apparel to meet Client standards for the environment in which the engineers will be asked to perform work. The expenses for these items, if any, will be passed through from KS to the Client.
9. Client will be responsible for providing appropriate workspace for KS systems administrator while on-site. This includes network connectivity, internet connectivity, and access to a telephone.
10. This agreement does not include services for routine break/fix support services. It is for the proactive support of the server and workstation infrastructure within the Client environment as defined in the Proactive Performance Management Tasks.

Warrick County Commissioners Assumptions:

1. If requirements dictate needs beyond the scope of the outlined KS assumptions, Client will coordinate with the on-site KS engineers and the Account Manager to draft additional Statements of Work for those specific project needs. Upon approval of the additional SOW, KS will deploy additional technical staff specifically for those projects.
2. KS will provide the same engineering staff to the greatest extent possible for the duration of this agreement to maximize the benefits of familiarity with the Client environment.
3. Client will be able to submit, update, and view history for all of the Client's support tickets opened with Keller Schroeder for the duration of this agreement using email or the Keller Schroeder support portal. Access to the support portal will be provided for a list of users provided by the Client.
4. Client reserves the right to cancel this agreement at any time with (30) days' notice to Keller Schroeder of the intent to terminate the agreement.
5. **Keller Schroeder Participates in the E-Verify Program** (I.C. 22-5-1.7): Keller Schroeder provides the Social Security Administration (SSA) and the Department of Homeland Security (DHS) with information from each new employee's Form I-9 to confirm work authorization.

Proactive Performance Management Tasks

These tasks are scheduled in advance according to the frequency proposed in the Summary of Costs

1. Perform log review, capacity planning, and system assessment at the frequency noted in the Summary of Costs description.
2. Provide a summary of systems status, including recommendations for improvements and areas of concern. This will include reviewing backups and overall network health each visit at the frequencies noted in the Summary of Costs description.
3. Once a centralized anti-virus and patching platform is appropriately deployed (outside the scope of this agreement), use that system to verify patches and anti-virus updates are implemented on servers and workstations as approved by Client.
4. Create and maintain documentation of all systems covered by this agreement.
5. Provide technical input on design and architecture decisions being considered by client.

6. Participate in strategic systems and network design sessions to provide input on appropriate technical considerations.
7. Perform one vulnerability scan per quarter for one device and provide summarized findings to Client.
8. Provide routine systems administration and maintenance for all Windows servers within Client environment.
9. Provide a document after each visit confirming the checks that were completed and identifying any issues that were discovered.

Summary of Costs

Provides engineering staff for systems administration activities through the contract period based on the following schedule:
- (1) 4-hour visit every other week
  - Services provided from February 6, 2018 to February 5, 2019

Proactive Performance Management **$1,180 / mo**

**Client's invoice will not exceed $1,180 /mo for standard Proactive Performance Management assistance.*

**Travel expenses are NOT included in above monthly amount. Travel will be invoiced at ½ our hourly rate.*

**All project work requires approval by the Warrick County Commissioners. Projects will be billed separately at an hourly rate of $136.*

This estimate is valid for 30 days.

Authorization:

Keller Schroeder	**County of Warrick**
Name: Ty Eblen	**Name:** Dan Saylor
Title: Select Account Manager	**Title:** President Warrick County Commissioners
Signed:	**Signed:**
Date: 2/12/2018	**Date:** 02/12/2018

Confidential for the County of Warrick / Keller Schroeder

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

Dan Saylor *Bob Johnson* *Marlin Weisheit*

MINUTES MEMORANDUM – EXECUTIVE SESSION
February 2, 2018 at 10:30 a.m.

The Warrick County Board of Commissioners met in Executive Session on Friday, February 2, 2018, which was held as allowed under Indiana Code 5-14-1.5-6.1:

(2) For discussion of strategy with respect to:
(B) Initiation of litigation or litigation that is either pending or has been threatened specifically in writing.

Matters of litigation were discussed beginning at 10:30 a.m., and adjourned at 12:01 p.m. Those in attendance:

- Warrick County Commissioners (Dan Saylor, Robert H. Johnson, Jr., Marlin Weisheit)
- Counsel for Warrick County (Todd Glass)
- Warrick County APC Executive Director (Sherri Rector)
- Counsel for Warrick County APC (Morris Doll)
- Warrick County Administrator (Roger E. Emmons)

The Warrick County Commissioners certify that no subject matter was discussed in the Executive Session other than the subject matter specified in the public notice.

WARRICK COUNTY BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Board Member

Dated this 12th day of February, 2018.

ATTEST: Deborah K. Stevens, Auditor

RESOLUTION 2018-07

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING THE WARRICK COUNTY PERSONNEL PHOTO IDENTIFICATION BADGE POLICY

WHEREAS, Warrick County is committed to providing a safe environment for Warrick County employees and the public; and

WHEREAS, Warrick County believes a consistent method of identification of its employees provides a secure working environment that safeguards Warrick County facilities and personnel from threats of danger and theft; and

WHEREAS, Warrick County desires to amend the Warrick County Employees Personnel Photo Identification Badge Policy in order to provide a safe environment for Warrick County employees and the public.

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

That the Board of Commissioners of Warrick County, Indiana, hereby amends its Employee Personnel Photo Identification Policy to read as follows:

1. Each employee, regardless of department, office, or position, is required to wear and/or carry on their person their official photo ID badge during the employee's scheduled work hours. Employees are further encouraged to wear their photo ID badges when present at official Warrick County functions, such as Warrick County Commissioners meetings or Warrick County Council meetings.

   Elected officials are also encouraged to participate in the Personnel Photo Identification Badge Policy.

   However, an employee whose name and department or office are displayed on their shirt is not required to display their photo ID badge, but are nevertheless still required, during scheduled work hours, to carry their photo ID badge on their person, such as in one's wallet or purse.

2. An employee may request to have only their first name printed on the front of his or her photo ID badge, so long as the employee's full name is printed on the back of the photo ID badge. Such request can be made in advance by the employee to the Sheriff's Department Technician or the Emergency Management Agency Office.

Resolution 2018-07

3. Each employee is required to wear their photo ID badge on their upper torso in a manner that makes the photo ID badge clearly visible to others. This provision does not apply to an employee whose uniform or shirt clearly display the employee's name and department.

4. Continued failure of an employee to wear and/or carry their photo ID badge in accordance with this policy may result in disciplinary action against the employee. Any disciplinary action taken against the employee under this provision will be at the discretion of the employee's supervisor having disciplinary authority.

5. An employee is required to replace their lost, stolen, or damaged photo ID badge as soon as is practicable. An employee whose photo ID badge is lost, stolen, or damaged shall immediately notify the employee's supervisor. The supervisor must then contact the Warrick County Sheriff's Department or the Emergency Management Agency Office to arrange for a replacement photo ID badge to be issued to the employee. An employee required to replace their photo ID badge shall be charged the following fee(s) for the replacement of the employee's lost or damaged identification badge:

   (1) There shall be no fee charged to an employee for the replacement of employee's photo ID badge due to damage or wear and tear resulting from normal use.

   (2) Employee shall be charged Five and 00/100 Dollars ($5.00) for the replacement of employee's lost or stolen non-proximity badge.

   (3) Employee shall be charged Fifteen and 00/100 Dollars ($15.00) for the replacement of employee's lost or stolen proximity badge.

6. An employee, or an employee's supervisor, may arrange for photos for the employee's photo ID badge to be taken at, and the photo ID badge itself to be issued from, either the Warrick County Sheriff's Department or the Warrick County Emergency Management Office. The County shall provide transportation to the Sheriff's Department or the EMA Office for any employee who requests such transportation for the purpose of taking a photo for the employee's photo ID badge.

2

Resolution 2018-07

PASSED AND ADOPTED by the Warrick County Board of Commissioners this 12th day of February, 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

3

Warrick County Claims for Payment

Culligan	$ 15.00
Fifth Third Bank (Paid to avoid late fees.)	$ 176.92
First BankCard (Paid to avoid late fees.)	$ 238.76
Grand Total:	$ 430.68

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

ORIGINAL

Warrick County Claims for Payment

STORAGE GUARDIAN	739.65
U.S. BANK	199.11
WARRICK COUNTY TREASURER	297,487.65
AKIN, GERALD AND HELEN	14,332.00
ALPHA LASER SERVICES	33.37
ALTSTADT'S	99.07
AMERICAN STRUCTUREPOINT INC	16,909.06
ANGELA D WILDER	75.00
ANTHONY LONG	50.00
B-HIVE PRINTING	282.00
BOARD PROPERTIES LLC	724.03
BRITE	5,276.25
BROOKS SPRADLIN, MEGAN	273.24
BROWN, ANNETTE	494.13
BROWNING FUNERAL HOME	200.00
BUTTERFIELD, SANDRA LEE	226.75
CLARK, STEPHANIE	217.09
DAVID HEAL	102.08
DEERE CREDIT, INC.	70,168.34
EIGSTI, JANET	242.07
ELBERFELD STATE BANK	41,919.76
ESKEL, TERRY & ASHBY, DEBRA JEAN	1,913.14
FIELDS, LINDSAY	191.77
FIRST ADVANTAGE INSURANCE	511,719.00
FIRST BANKCARD	1,557.54
FRANK EDGE TRUST	2,168.48
FRONTIER	294.26
GARRY SLANKARD	75.00
GEM CHEMICAL COMPANY, INC.	162.06
GRAHAM, MONTE AND JO A	27.16
GREENFIELD, EDWARD JR. & LYNNE A.	209.45
HASENOUR, LAURA	198.13
INDIANA AMERICAN WATER	40.42
INDIANA RECORDERS ASSOCIATION	550.00
JACK SHREVE	75.00
JOHN F GRIESE TRUSTEE	1,328.53
KEITH, GARY & ROBINETT, SHARON RAE	52.26
KENDALL LLC	1,376.67
KIM & PAM BOARMAN & MISTY BOARMAN AIKEN	311.45
KRAUS, SCOTT	120.84
LAW OFFICE OF JONATHAN M YOUNG	210.00
LESLIE, ANGELA	343.00
LEWIS BROS BAKERIES, INC	368.55
MAKEN CORP & UBELHOR HOMES INC	563.12
MARTIN, DENNIS & MELISSA	363.50
MEDICAL BENEFITS ADMINISTRATORS, INC.	70,911.64
MELODY NELSON	66.00
MORRIE DOLL	450.00
MULZER CRUSHED STONE, INC.	7,345.80
MUNDY, RONALD WILLIAM	6.00
NALLEY, ANGELIA	243.05
NATIONAL TEST SYSTEMS	742.50
NEW MASTER EERWA DEVELOPMENT LLC	54.18
OAK PARK DEVELOPMENT LLC	703.42
OFFICE DEPOT, INCORPORATED	449.51
OLD NATIONAL BANK	114,421.03
PRESCOTT, RICHARD	570.05
PULSE, BRET AND RHONDA - REVOCABLE TRUST	363.05
REISING, CONNOR	769.24
RICOH USA INC	106.79
RQAW CORPORATION	1,820.00
SCHIERBAUM, FRANK	52.00
SCHOLL, CYNTHIA R. AND THOMAS D.	5.59
SENTINEL OFFENDER SERVICES LLC	222.00
SENTRY SIREN	9,527.07
SHERWOOD, STEVE	179.52
SPRINT	4,053.26
ST. VINCENT FINANCIAL SERVICES	225,000.00
STEWART, JOSHUA	255.50
SW INDIANA REGYTH VILLAGE	14,392.00
THE TOWN OF NEWBURGH	55.37
THOMSON REUTERS	1,502.88
TIME WARNER CABLE	178.48
TRANE U. S. INC.	41,712.06
TRUSTEE -- OHIO TOWNSHIP	698.48
U.S. BANK	183.84
UNITED CONSULTING ENGINEERS	13,518.96
VECTREN ENERGY DELIVERY	328.64
VEI COMMUNICATIONS	2,700.00
VERIZON WIRELESS	90.03
VIEWPOINTE COUNSELING	450.00
VU, NIKKI	976.12
WABASH VALLEY SERVICE CO	16,441.74
WARRICK COUNTY TREASURER	605.64
WARRICK PUBLISHING CO	59.44
WeTip, Inc.	1,000.00
WILSON, RYAN AND KIMBERLY	28.24
WRIGHT, RALPH AND TEENA	949.71
XEROGRAPHIC BUSINESS SYSTEM	33.92
ZONES	14,583.41
AFLAC PREMIUM HOLDING	4,341.88
ALPHA LASER SERVICES	55.00
ANTHONY LONG	50.00
BENISTAR/HARTFORD-6795	21,952.05
BOONVILLE NATURAL GAS CORP.	1,882.24
BOONVILLE UTILITIES	4,473.47
BRETT W KRUSE	526.80
BRINKMANN, ROBERT & JACQULYN	58.36
BRITE	2,016.22
BRYAN D FLOWERS	1,168.07
BUNYS, ANDREW	26.02
CARRELL, JOEL AND RUTH	29.87
CLERK - WARRICK COUNTY SUPERIOR COURT	62.50
CLERK-TREASURER--BOONVILLE	4,830.54
CLERK-TREASURER--CHANDLER	2,488.84
CLERK-TREASURER--ELBERFELD	564.18
CLERK-TREASURER--LYNNVILLE	111.12
CLERK-TREASURER--NEWBURGH	2,679.37
CLERK-TREASURER--TENNYSON	239.24
COUNTY COUNCIL ASSOCIATION	140.00
TEAMSTERS LOCAL #215	2.00
DEBORAH K STEVENS	260.72
DIVISION OF CHILD SUPPORT	104.00
DORIS HORN	50.00
EVER-CLEAN SERVICES, INC.	105.00
F & E CHECK PROTECTOR CORP	2,075.00
FERGUSON, KELLY	130.08
FIFTH THIRD BANK	176.92
GOVERNMENT UTILITIES TECHNOLOGY SERVICE	309.00
GRIFFIN NANCE	50.00
HAFER ASSOCIATES INC.	6,480.00
HEALTH RESOURCES INCORPORATED	8,533.28
HOLIDAY INN INDIANAPOLIS / CARMEL	283.50
HOLT, TONY	476.55
HUDSON, DONALD & KAREN	66.55
HYATT REGENCY INDIANAPOLIS	470.00
INDIANA COUNTY TREASURERS' ASSOCIATION	320.24
JACKIE RAMSEY	31.55
JEFF WILLIS	50.00
JEFFREY L VALIANT	50.00
JOSEPH SCHITTER	50.00
KAY, KATY BAKER	150.00
KELLER, PAUL	50.00
LANCE, BRADLEY & MELISSA	168.23
LANNAN, SHAWN & REBECCA	273.02
LAW OFFICE OF JONATHAN M YOUNG	22.50
LIGHTFOOT, LORETTA	117.70
MCCRACKEN, LYNETTE	441.84

MERITAIN HEALTH	49,985.64
MIKE MOESNER	50.00
MIKE WINGE	50.00
MORRIE DOLL	756.25
MUTUAL OF OMAHA	7,787.00
NOMAD TECHNOLOGY GROUP	2,252.53
PIKE GIBSON WATER, INC	25.20
POLICEONE.COM ACADEMY	3,403.00
PSC	161.39
QUIRK, JAMES & MARY	753.00
REDWOOD TOXICOLOGY LABORATORY INC.	213.00
REDWOOD TOXICOLOGY LABS	123.75
REGIONAL LAND TITLE COMPANY, INC.	20.96
RIECKEN, BRANDON	30.00
SARAH ELLARD	294.00
SEPPI, LLC.	1,031.90
SHARON A JAMES	121.00
SMITH, STEPHANIE & CHASE	646.80
SOLID WASTE MANAGEMENT	57,548.71
STEVEN A. SHERWOOD	9.24
STUTSVILLE, CLINTEN A. & VANESSA	142.34
TEAMSTERS LOCAL # 215	1,385.00
TERRY W. DAYVOLT	50.00
THE LANG COMPANY	32.45
THOMSON REUTERS	975.73
TOWN OF NEWBURGH	13,983.00
TREASURER OF STATE OF INDIANA	73.92
TREASURER STATE OF INDIANA	4,309.00
U.S. POSTMASTER	144.00
VANDERBURGH CO. SHERIFFS OFFICE	100.00
VECTREN ENERGY DELIVERY	25,216.15
VERIZON WIRELESS	120.04
WAGNER, CHRIS	58.96
WARRICK CO. SOLID WASTE MGMT DISTRICT	15.00
WARRICK COUNTY 4-H COUNCIL	5,000.00
WARRICK COUNTY TREASURER	50,591.74
WHELAN, NICKOLAS	118.57
WILSON, MIKE	50.00
WORD SYSTEMS INC.	3,972.99
WOW! BUSINESS	106.58
ALPHA LASER SERVICES	251.69
AMERICAN STAMP & MARKING PRODUCTS	71.62
ANTHONY LONG	2,968.75
ARAB	70.00
BRETT M ROY	2,968.75
CDW GOVERNMENT, INC.	154.79
CSI COMPUTER SYSTEMS	1,953.00

DAVID CERLING, PH. D	540.00
LAW OFFICE OF JONATHAN M YOUNG	270.00
MARK K. PHILLIPS, PC	2,968.75
MARTIN & MARTIN, INC.	5,937.50
MELODY NELSON	96.00
OFFICE DEPOT, INCORPORATED	120.00
PHILLIPS, BRENNAN	2,968.75
SHERRY SMITH	3,168.74
STAPLES CREDIT PLAN	934.48
THOMSON REUTERS	991.00
U.S. BANK	70.08
VECTREN ENERGY DELIVERY	239.85
WARREN MATHIES	2,968.74
XEROGRAPHIC BUSINESS SYSTEM	36.73
ACKERMAN OIL CO INC	1,558.55
ADVANCED SYSTEMS TECHNOLOGY	1,105.00
AIGNER HARDWARE	812.52
ALPHA LASER SERVICES	719.76
AMERICAN SCREENING CORPORATION	294.00
ARAB	45.00
ASSOCIATION / INDIANA COUNTIES	20.00
AUTO WHEEL AND RIM SERVICE	229.92
ASOM ENTERPRISE	7,377.00
B-HIVE PRINTING	142.08
BEST ONE TIRE & SERVICE	124.00
BOB BARKER COMPANY INC.	959.77
BROWNING FUNERAL HOME	100.00
BUMPER TO BUMPER / ATB CHANDLER	256.04
BUSINESS COMMUNICATIONS SOLUTIONS LLC	114.00
CDW GOVERNMENT, INC.	555.17
CRS ONE SOURCE(DIAFDS)	2,863.84
D PATRICK INC	920.30
DEACONESS HOSPITAL	137.36
DENTAL DELIVERY	756.25
DIAMOND MEDICAL SUPPLY	71.18
DIGITAL ALLEY	395.00
EBN CONSTRUCTION & INDUSTRIAL SUPPLIES	189.16
EMERGENCY PROF OF INDIANA PC	351.91
EVANSVILLE RADIOLOGY PC	157.06
EVANSVILLE STATE HOSPITAL (425)	29.57
FARM BOY FOOD SERVICE	3,356.62
FELTS LOCK CO., INC.	18.00
FERGUSON ENTERPRISES INC #1480	549.66
FIELDS OUTDOOR ADVENTURES	6,000.00
FOWLER, MARY ANGELA	100.00
G. JARVIS, LLC	66.90
GARCIA LAB	237.50

GEM CHEMICAL COMPANY, INC.	1,913.38
HARSHAW TRANE SERVICE INC.	1,771.00
HERITAGE-CRYSTAL CLEAN LLC	336.45
HERR'S BODY SHOP	17,592.59
HOOSIER BUSINESS MACHINES INC.	54.61
HUTCH & SON INDUSTRIAL ELECTRONICS	45.98
IMPCO	5,849.70
INDOFF, INC.	258.00
INTERSTATE BATTERIES OF WABASH VALLEY	147.00
J & J SUPPLY, INC.	41.60
JENKINS, BRENDA	100.00
KENWAY DISTRIBUTORS INC	484.00
LAW CHEVROLET BUICK PONTIAC	63.42
LENSING BUILDING SPECIALTIES	108.00
LEWIS BROS BAKERIES, INC	113.75
LIEBERMAN TECHNOLOGIES	900.00
MACO REPROGRAPHICS LLC	59.90
MELCHIOR'S TRAILER SALES	1,200.00
MEYER TRUCK EQUIPMENT	1,562.95
MILLER'S 5 & 10 STORE INC.	79.99
MOBILEX	180.00
NIX SANITARY SERVICE	140.00
OFFICE DEPOT, INCORPORATED	778.86
PIRANHA SHREDDING/RECYCLING INC.	90.00
POLICEONE.COM ACADEMY	225.00
PURDUE CES FUND-WARRICK COUNTY	558.89
QUILL CORPORATION	1,378.32
SCHALCO CONSTRUCTION & GARAGE DOORS	90.00
SCHERER MONUMENT WORKS	100.00
SHERWIN-WILLIAMS	821.91
SIEGELS	2,917.04
SIRCHIE FINGERPRINT LABORATORIES	119.69
SISCO'S AMERICAN HOSE & HYDRAULICS	46.38
SMITH AND BUTTERFIELD	1,091.20
SOUTHERN BUSINESS MACHINES, INC.	86.91
SOUTHERN IN IMAGING CONSULTING	114.85
SOUTHWEST INDIANA PATHOLOGISTS LLC	40.01
ST VINCENTS WARRICK EMERGENCY	726.26
ST. VINCENT OCCUPATIONAL	120.00
ST. VINCENT WARRICK	1,600.85
STAPLES	105.98
STERNBERG INTERNATIONAL INC	277.58
TELE/DATA COMMUNICATIONS OF IN	3,811.23
THE HEART HOSPITAL DEACONESS	54.05
TITZER FAMILY FUNERAL HOMES	200.00
TOTAL COURT SERVICES	131.76
TOWN & COUNTRY FORD	1,771.52

TRANE SUPPLY	612.00
TRANE U. S. INC.	8,515.57
TRI STATE ORTHOPAEDIC SURGEONS INC	1,125.92
TRI-STATE LIGHTING & SUPPLY CO INC	743.86
TRI-STATE REPORTING, INC.	289.30
USPCA REGION 5 FIELD TRIALS	50.00
WABASH FOODSERVICE	5,304.44
WARRICK AUTOMOTIVE SUPPLY	3,380.59
WARRICK COUNTY TREASURER	523.01
WARRICK PUBLISHING CO	21.00
WHAYNE SUPPLY CO.INC.	13,671.26
YESTERDAZE, INC.	92.50
ZIEMER CENTRAL CHAPEL	100.00
Grand Total:	**$ 1,969,616.69**

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, February 12th, 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: $1,969,616.69 Dated this 12th day of February, 2018. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

BIS Digital
Integrating Excellence™

Business Information Systems, Inc
1350 NE 56th Street, Suite 300 Ft. Lauderdale, FL 33334
Phone: 954-493-7377 Fax: 954-493-6541

Monday, January 22, 2018

Warrick County (IN)
One County Square, # 214
Boonville, IN 47601

Attn: Deborah Stevens

RE: BIS Digital Remote Support Agreement Renewal

Annual Contract Term: 11/20/2017 – 11/19/2018
Account #: WAR721
Contract #: 18-11-A-73362
Annual Cost: $850.00
Invoice #: 73362 PAID

Ms. Stevens:

Enclosed please find your Remote Support contract for the coming year which covers your digital recording equipment that was installed on 11/20/2017. Please sign the agreement, keeping a copy for your records, and return the original to us.
No payment is due at this time.

Thank you for the opportunity to serve all of your audio and visual recording needs. If you have any questions, please do not hesitate to contact us at 800-834-7674.

Best regards,

Dianne Corzo
BIS Digital, Inc.
Accounting Department

Enclosures

BIS Digital
Integrating Excellence™

Business Information Systems, Inc
1350 NE 56th Street, Suite 300 Ft. Lauderdale, FL 33334
Phone: 954-493-7377 Fax: 954-493-6541

Digital Recording System
REMOTE SUPPORT AGREEMENT

Between:
BIS Digital, Inc.
1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334-6142
Phone: (800) 834-7674
Fax: (877) 858-5611
Email: support@bisdigital.com

And:
Warrick County (IN)
One County Square, # 214
Boonville, IN 47601
Phone: (812) 897-6110
Contract #: 18-11-A-73362

BIS Digital, Inc. or its appointed service representative agrees to provide system support for the software and hardware listed below, in accordance with the terms and conditions of this agreement.

1. TERMS AND CONDITIONS
   A. The term of this agreement is for a period of (12) months from the effective date. Either party upon written receipt, with a ninety 90-day notice, may cancel this agreement. In the event of early termination of service agreement, BIS Digital, Inc. will refund monies based upon contract amount prepaid by customer less actual cost of service provided during abbreviated term, or pro-rated amount based upon time remaining in contract term rounded to end of month of termination, whichever is less.
   B. The agreement entitles the USER to 24 hours per day, 7 days per week telephone support.
   C. This support agreement is for the USERS integrated system. Any changes or enhancement will be billed for additionally.
   D. Charges for maintenance and support for reasons outside of BIS Digital control, arising from neglect, negligence, misuse, acts of god or modifications to, or failures of systems software and/or hardware not covered under this contract resulting in corruption of BIS Digital software setup/configuration shall be billed at BIS Digital published rates.

2. COVERAGES
   A. DCR Software (all BIS Digital supplied licenses). This support agreement is for the USERS current DCR Software version. The USER is not obligated to upgrade since support is available for previous versions. DCR Software Assurance, which provides for all new feature and function upgrades, are billed for at an additional $350/yr. per system. BIS Digital will provide on-line user training as well as on-line diagnosis and repair (web connection required).
   B. Hardware & Hardware Accessories: Repair and/or replacements of defective hardware is not covered under this agreement. Customer may ship defective hardware to BIS Digital, Inc. for repair at BIS published service rates. If defective hardware sent to BIS Digital, Inc. is deemed un-repairable, customer will be responsible for replacement at their expense.
   C. On-Site BIS Digital Technical Support: On-Site Technical support is not covered under this agreement; however, BIS Digital can provide emergency on-site service at the BIS published on-site service & travel rates.

Initials: BIS Digital Customer

BIS Digital
Integrating Excellence™

Business Information Systems, Inc
1350 NE 56th Street, Suite 300 Ft. Lauderdale, FL 33334
Phone: 954-493-7377 Fax: 954-493-6541

3. CUSTOMER RESPONSIBILITY
   A. A proper backup of all data on a regular interval.
   B. A USER appointed systems administrator to act as a liaison with the support department.

4. CONFIDENTIALITY
   A. BIS Digital, Inc. agrees that all data that may be entered into the system is strictly confidential and shall remain the property of the USER. Business Information Systems shall not, without prior written consent, disclose to any third party any such data acquired in connection with this agreement or any other services.

5. PAYMENT
   A. Invoices shall be sent once per year and payment shall be due in full upon receipt.
   B. At Business Information Systems option, support coverage may be halted for non-payment of any invoice greater than sixty (60-days) beyond the due date.

6. LIABILITY
   A. In no event shall Business Information Systems, Inc. be liable for any direct or indirect losses or damages, or any other claims arising in connection with this agreement to the USER, including loss of data or earnings due to equipment down time.
   B. Business Information Systems sole responsibility with respect to the maintenance and support shall be limited to those outlined in this agreement.
   C. The laws of the State of Florida shall govern this agreement and any litigation shall occur in Broward County, Florida.

This contract covers remote telephone and/or Webex support on the following system:

Purchased on invoice 73362
Installed on

- DCR2 2ch Digital A/V Recording Software w/Software Assurance (1)
- Microphone Kit (1)

Initials: BIS Digital, Customer

BIS Digital
Integrating Excellence™

Business Information Systems, Inc
1350 NE 56th Street, Suite 300 Ft. Lauderdale, FL 33334
Phone: 954-493-7377 Fax: 954-493-6541

The terms and conditions stated herein form the complete agreement between the parties. Please note: Any additions to this agreement (new systems) will be prorated to coincide with this contract.

Start Date:	11/20/2017
End Date:	11/19/2018
Annual Cost:	$850.00
Contract #:	18-11-A-73362
Invoice #:	73362

Accepted By:

BIS Digital, Inc.	Warrick County (IN)
By Steve Coldren	By DAN TAYLOR
President Title	PRESIDENT, WARRICK COUNTY COMMISSIONERS Title
January 22, 2018 Date	02/12/2018 Date

Initials: BIS Digital, Customer

Joe Grassman

To:	COMMISSIONERS
Cc:	Bobby Howard (bhoward@warrickcounty.gov); Todd Glass (tig@fine-hatfield.com); Roger Emmons (rager@warrickcounty.gov); Susie Taylor (staylor@warrickcounty.gov)
Subject:	FW: Message from "RNP002673DCCF10"
Attachments:	20180123151357897.pdf

Commissioners,

As per Bobby's request and pursuant to our recently adopted "Purchasing Ordinance 2017-30" and IC 5-22-8-3, I solicited bids for a new tractor with attached mower for the Highway Department
(see attached copy of the ITB for specifications and details).

I solicited five (5) vendors known to deal in this type product and received in return three (3) bids. I have attached a spreadsheet to demonstrate the results of the bidding.
As you can see in the highlighted column, Wright Implement, Bowling Green, KY, was the lowest Total Net bidder @ $103,587.16.

IC 5-22-8-3 specifies that we award the purchase to the lowest, responsible and responsive bidder. Therefore, I would recommend that you, the Board, agree to purchase the Highway's New Tractor W/Mower from Wright Implement.

Bobby wants to arrange a Lease/Purchase for the financing for this equipment. I contacted four (4) area banks: Peoples, LNB, ONB and Elberfeld SS. Peoples failed to return my calls/emails; LNB does not do lease/purchases; Elberfeld and ONB both do lease/purchases and both had virtually the same interest rate. I recommended to Bobby that we use Old National.
No particular reason, both are fine institutions. ONB is a little more convenient (office here in town) and they have done lease/purchases for the Highway in the past.
Elberfeld now handles their commercial loans through their Evansville location (Evansville State Bank?).

I have copied Susie to get this on the agenda for the February 12, 2018 meeting.

Question or concerns? Let me know.

Thanks,

Joe G
Purchasing

-----Original Message-----
From: info@warrickcounty.gov [mailto:info@warrickcounty.gov]
Sent: Tuesday, January 23, 2018 2:14 PM
To: Joe <purchasing@warrickcounty.gov>
Subject: Message from "RNP002673DCCF10"

This E-mail was sent from "RNP002673DCCF10" (MP C3004).

WARRICK COUNTY COMMISSIONERS
107 WEST LOCUST STREET
ROOM 301, OLD COURTHOUSE
BOONVILLE, INDIANA 47601

Merlin Weisheit Dan Saylor Robert Johnson

INVITATION TO BID

November 17, 2017

The Warrick County Highway Department is inviting bids for a: NEW JOHN DEERE UTILITY TRACTOR WITH A NEW BOOM MOWER ATTACHMENT.

I. SPECIFICATIONS

A. The Tractor

- A John Deere 6120E
- Bid either a 2017, or a 2018, or both
- Four (4) Wheel Drive
- With Cab
- Front Wheel Assist
- A/C
- AM/FM Radio
- Air Suspension Seat with Swivel (MSG-95)
- 380/85R24 Inch 8PR R1 Radial Front Tires
- 460/85R38 Inch 8PR R1 Radial Rear Tires

B. The Boom Mower

- Mid or Side Mount
- Joystick Control
- Rotary Head
- Approximately 60" Cutting Width
- Ability to Cut: Weeds, Grass and Brush
- Ability to Cut Trees or Bushes up to Five Inches (5") in Diameter
- Boom Length: Approximately Twenty-two Feet (22')

- An Alamo Samurai-22 is the preferred choice for the Mower Attachment. However, other brands or models will be considered but they must meet or exceed the Alamo Samurai's specifications.

1

C. Miscellaneous

- The Boom Mower should be mounted and fully installed on the Tractor when delivered. The bidder must guarantee the County that the attached mower is fully compatible with the tractor to which it is affixed and will operate properly and effectively and will perform with a great deal of reliability and efficiency all the functions it was designed and/or engineered to be able do.
- Please submit Pictures and Data Sheets of the equipment you're proposing.
- Also, please provide us the Warranty information for this same equipment.

II. BILL & SHIP

The new equipment should be Billed and Shipped to:
Warrick County Highway Department
555 Rob Road
Boonville, Indiana 47601

III. TRADE –INS

The County has Two (2) Used Tractors it wishes toTrade-In as part of this purchase:

(1) 2004 Massey Ferguson – Model # 5480; S/N N118012; 10,000 Hours
(2) 2005 Massey Ferguson – Model # 5480; S/N P080011; 10,000 Hours

IV. CONTRACTUAL TERMS AND CONDITIONS

A. Bidders should be aware that Indiana Code 36-2-5 establishes the claim payment policy for all Indiana County Governments and in doing so defines and dictates how and when bills are paid. It is for this reason that Warrick County cannot be held responsible for any late fees, interest or penalties associated with payments made by the County in relation to the specific purchase.
B. Warrick County is exempt from Indiana Sales Tax:
   - Tax Exempt No. – 0231150700001
   - Federal I.D. No. – 35-6000210
C. Include in your proposal, as part of the Bid Price, any fees or charges associated with shipping, destination or delivery.
D. Contracts involving Warrick County or the Warrick County Commissioners are subject to review by the County Attorney.
E. Pursuant to Indiana Code [IC 5-22-17-3(d) & (e)], County contract payment and performance obligations are subject to the appropriation and availability of funds; and, the County must have available a sufficient appropriation balance or an approved additional appropriation before a purchasing agent may award a contract. Also, pursuant to Indiana Code [5-22-17-5(a)(b)], if and when the County makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, the contract is considered cancelled. Such a determination is final and conclusive.

2

V. BID DETAILS AND DUE DATE

Please submit a detailed itemized Bid for the equipment you are offering including all costs and fees as well as any allowances for the machines to be "traded-in".

Bids are due on or before, Friday, December 1, 2017 at 4:00 PM Local Time.

Bids may be submitted electronically, delivered in person or mailed via the US Postal Service to:

- E-mail address: purchasing@warrickcounty.gov
- Mailing or Delivery Address: Warrick County Purchasing Department
  107 West Locust Street
  Room 310, Old Courthouse
  Boonville, Indiana 47601

I will be on vacation from November 20th - 27th. So, if you wish to deliver your bid during that time, take it down and give it to Roger Emmons or the ladies down the hall in the Commissioner's office, Room 301.

VI. PAYMENT AND DELIVERY

The Highway Department wishes to pay for the new equipment from its 2018 County Operating Budget using a "Lease-Purchase" Agreement. If you, the vendor, can offer such a financial arrangement, the County will consider your offer. On the other hand, the County may choose to deal with and secure funding for the purchase from an outside lending institution of its choice.

The Highway Department would like to take delivery of the new equipment after the first of the year (2018), and, hopefully, not later than March, 2018.

Please state somewhere in your bid your best estimate/guess as to when the Tractor/Mower will be ready for delivery.

VII. CONTACTS

Bobby Howard (Highway Administrator): Cell - 431-4653; bhoward@warrickcounty.gov
Joe Grassman (Purchasing Manager): Cell – 457-6732; purchasing@warrickcounty.gov

3

PRESCRIBED BY STATE BOARD OF ACCOUNTS — GENERAL FORM NO 96 (REV 1965)

NOTE: NO CLAIM WILL BE APPROVED FOR PAYMENT UNLESS ORIGINAL COPY OF THIS ORDER OR THE P.O. NUMBER IS MADE A PART OF THE CLAIM.

PURCHASE ORDER
WARRICK CO. PURCHASING AGENCY
107 W. LOCUST STREET, ROOM 301
BOONVILLE, IN 47601
812-897-6120
FAX 812-897-6189

P.O. 22056
This Number Must Be on Invoice, Claim and Delivery Memo.

TO Deere& Company
DATE January 30, 2018
ADDRESS 2000 John Deere Run
REQ.
CITY Cary, NC 27513 -1-
IN ACCORDANCE WITH BID AND CONTRACT DATED
SHIP TO Warrick County Highway DEPT.
SHIP VIA Your Choice
If subject to discount please indicate on Invoice or Claim.
CHARGE TO APPROPRIATION FOR _____ APPROPRIATION NUMBER _____

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	ea.	John Deere Tracor - 6120E		66369 38
1	ea.	Tiger 10-S-BB-22 Mower		53217 78
		**** Equipment Trade-ins ****		
1	ea.	2004 Massey Furgeson Tractor		(8000 00)
1	ea.	2005 Massey Furgeson Tractor		(8000 00)

This order issued in compliance with CHAPTER 99, ACTS 1945 and Acts amendatory hereof and supplemental thereto.

TOTAL AMOUNT OF ORDER _____ $ 103,587 16

I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

BILLING ON THIS ORDER MUST BE ACCORDING TO PRICES SHOWN ABOVE
ORDERED BY Joe Grossman
Purchasing Manager
TITLE

FEDERAL EXCISE TAX EXEMPT

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003-112-076-001-5

NEW TRACTOR WITH MOWER
HIGHWAY DEPARTMENT
(DECEMBER, 2017)

VENDOR	TRACTOR MODEL	PRICE ($)	MOWER MODEL	PRICE	GROSS TOTAL PRICE	TRADE-IN #1 2004 MF	TRADE-IN #2 2005 MF	TOTAL TRADE-IN VALUE	TOTAL NET PRICE	ETA	WARRANTY INFO	PICTURES & DATA SHEETS
HUTSON	JOHN DEERE 6120E	$64,697.71	2018 ALAMO SAMURI-22	$59,087.55	$123,785.26	$3,000.00	$75,000.00	$10,500.00	$113,285.26	?	?	?
SOUTHEASTERN	JOHN DEERE 6120E	?	2018 ALAMO SAMURI	?	$127,678.80	$3,600.00	$3,850.00	$7,350.00	$120,328.80	?	YES	SOME
WRIGHT	JOHN DEERE 6120E	$66,369.38	TIGER 10-S-BB-22	$53,217.78	$ 119,587.16	$8,000.00	$8,000.00	$16,000.00	$103,587.16	60 DAYS	YES	YES

ORDINANCE NO. 2018-05

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA ESTABLISHING THE WARRICK COUNTY HIGHWAY DONATION FUND

WHEREAS, Indiana's Home Rule statute (Ind. Code § 36-1-3, *et seq.*) grants the Board of Commissioners of Warrick County the power to create, by ordinances, funds that are necessary to conduct the affairs of the County; and

WHEREAS, the Board of Commissioners of Warrick County has determined there is a need to establish a donation fund to support and maintain Warrick County highways;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Warrick County, Indiana as follows:

> The Board of Commissioners of Warrick County hereby establishes a non-reverting operating fund for the specific purpose of providing citizens and organizations with the ability to support and maintain Warrick County highways to be named the Warrick County Highway Donation Fund. Monetary donations made payable to the "Warrick County Highway Donation Fund" shall be deposited into said fund and the application of funds donated to the Warrick County Highway Donation Fund shall be according to the discretion of the Board of Commissioners of Warrick County.
>
> The Warrick County Highway Donation Fund shall be perpetual until terminated by enactment of a subsequent ordinance or amendment. In the event the Warrick County Highway Donation Fund is terminated for any reason, the disposition of the fund balance, if any, shall be determined in the discretion of the Board of Commissioners of Warrick County.

Passed and adopted by the Warrick County Board of Commissioners this 12th day of February, 2018.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Member

Ordinance 2018-05 Page 2

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

2

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made, by and between Jason Bradshaw DBA Arrow Planning Group LLC (hereinafter called "Contractor"), and the WARRICK COUNTY BOARD OF Health 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 the Contractor and 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 it will perform its obligations hereunder solely as an independent contractor, and will not represent itself 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. 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:

   A. Meet the deliverables of the Public Health and Healthcare Coalition BP1 Attachment a Projects Grant as listed on the three-page Budget Period 1 Attachment A Summary dated 03/14/2017 – Copy of grant deliverables attached to this agreement.

   B. Meet the deliverables of The Public Health Preparedness and Emergency Response (PHPER) Division PHEPCA Representative Grant for Budget Period One as listed in the three-page ATTACHMENT A Budget Period 1 PHEPCA Representative Grant CFDA: 93.074. - Copy of grant deliverables attached to this agreement.

   C. Represent the Warrick County Health Department as requested on any internal committees developed to write or review internal plans for disaster readiness and response to support public health operations. Examples of this could include COOP Planning, COG Planning, County Facility Preparedness Planning and interdepartmental joint support planning.

3. Term of Contract. This Agreement shall be effective as of 07/01/2017 and terminate on ~~06/30/2018~~ 6/30/2018, 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 approved by the County.

5. Compensation. As compensation for services, Contractor shall be paid $2,200 per month out of the Indiana Local Health Department Trust Account provided by the State, after submission of claims to the Warrick County Auditor, consistent with the auditing practices required by the State of Indiana.

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. Either party shall have the right to terminate this Agreement without cause upon the giving of Sixty (60) days written notice to the other party, and the County shall have the right to terminate this contract on Thirty (30) days' notice if notified by the county council or state of Indiana that the Indiana Local Health Department Trust Account funds are unavailable.

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

11. 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 cause by any act or omission of the Contractor and/or its 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.

12. Conditions precedent. As a condition precedent to the County's obligations hereinafter set forth, the County must receive applicable authorization and appropriation of funds to fund its portion of the Project in the amounts hereinafter set forth. If the County does

not receive such authorization and appropriation, the contract is void pursuant to Indiana Code 36-2-6-12(d).

13. Antidiscrimination. Pursuant to IC 22-9-1-10, the 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 the 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. The 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 it 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 Contract and grounds for immediate termination of this Agreement.

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

17. Entire Agreement. This Contract 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 the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract, 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 Contract shall be deemed waived, and no breach of this Contract 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, there services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County and the Department in accordance with applicable law for all damages to the County or the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract.

19. Severability. In the event that one or more of the provisions contained in this Contract 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 Contract. If any provisions contained in this Contract 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 Contract will be binding unless in writing and executed by all of the parties that are signatories to the Contract.

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 12TH day of FEBRUARY, 2018.

Warrick County Commissioners

By: Dan Saylor, President

By: Robert H. Johnson, Jr. Vice-President

By: Marlin Weisheit, Member

Date: 02/12/2018

Warrick County Board of Health

By: Jeffery Mauck, DVM

Title: President

Date:

Arrow Planning Group

By: Jason Bradshaw

Title: Owner

Date: 1/24/18

FIXED ASSET NOTIFICATION FORM

RECEIVED
FEB 13 2018
WARRICK CO. AUDITOR

DEPARTMENT: Commissioners

THIS NOTIFICATION IS FOR: ADDITION UPDATE TRANSFER DISPOSAL

ACQUISITION IS BY: PURCHASE DONATION LEASE TRANSFER (ATTACH COPY)

DATE OF TRANSACTION: 11/09/17

ACCOUNT NO: 1000-116 P.O. NO: 21878

ESTIMATED LIFE EXPECTANCY: 10 YEARS MILEAGE OR HOURS:

CIP NUMBER: LOCATION: Judicial Center Custodians

SERIAL OR VIN NUMBER: 10809176

TOTAL/PARTIAL VALUE OF ASSET: 5,073.17

(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)

DESCRIPTION: Nobles SpeedGleam 5 Battery Burnisher Package

(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)

BRAND OR MAKE: Nobles MODEL NO: SpeedGleam 5

YEAR: 2017 LICENSE NO: *ATTACH COPY OF REGISTRATION*

GROSS VEHICLE WEIGHT: *TRUCKS ONLY* TYPE OF FUEL:

IF DISPOSED - METHOD: SOLD $ TRADED JUNKED SCRAPPED

STOLEN/WRECKED *(ATTACH POLICE REPORT)* END-OF-LEASE TRANSFERRED TO:

DATE BOARD APPROVED: 02/12/2018 *(ATTACH COPY OF MINUTES)* DATE COUNCIL APPROVED: *(REAL PROPERTY VALUE ≥$9,999)*

DATE BOARD APPROVED: *(REAL PROPERTY ONLY)* SIGNATURE: Dan Saylor, Commission President

PERSON RESPONSIBLE: *SIGNATURE* Joe Grassman, Purchasing Manager *PRINTED NAME*

RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: Roger E. Emmons, Administrator

IF TRANSFERRED RECEIVING PERSON'S SIGNATURE:

PRINTED NAME:

AUDITOR'S USE ONLY

RECEIVED: ENTERED FIXED ASSET:

INSURED: AUDITOR'S INITIAL:

FIXED ASSET NOTIFICATION FORM

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

RECEIVED
FEB 13 2018
WARRICK CO. AUDITOR

DATE OF TRANSACTION: 11/09/17
ACCOUNT NO: 1000-116 P.O. NO: 21878
ESTIMATED LIFE EXPECTANCY: 10 YEARS MILEAGE OR HOURS:
CIP NUMBER: LOCATION: Judicial Center Custodians
SERIAL OR VIN NUMBER: 108642295
TOTAL/PARTIAL VALUE OF ASSET: $8,150.85
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: Tennant T300 Orbital Walk-Behind Floor Scrubber Package

(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: Tennant MODEL NO: T300
YEAR: 2017 LICENSE NO:
ATTACH COPY OF REGISTRATION
GROSS VEHICLE WEIGHT: TYPE OF FUEL:
TRUCKS ONLY
IF DISPOSED - METHOD: SOLD $ TRADED JUNKED SCRAPPED
STOLEN/WRECKED END-OF-LEASE TRANSFERRED TO:
(ATTACH POLICE REPORT)
DATE BOARD APPROVED: 02/12/2018 DATE COUNCIL APPROVED:
(ATTACH COPY OF MINUTES) *(REAL PROPERTY VALUE > $9,999)*
DATE BOARD APPROVED: SIGNATURE: Dan Saylor / Commission President
(REAL PROPERTY ONLY)
PERSON RESPONSIBLE: Joe Grassman, Purchasing Manager
SIGNATURE *PRINTED NAME*
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: Roger E. Emmons, Administrator
IF TRANSFERRED
RECEIVING PERSON'S SIGNATURE:
PRINTED NAME:

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

Elberfeld State Bank

Municipal Lease Application

BB Community Leasing Services, Inc.
A SUBSIDIARY OF BANKERS' BANK

Lessee Information: Warrick County Commissioners
Lessee: Warrick County Commissioners
Contact Name: Roger Emmons Title: Admin. Tax ID No: 003119076-001
Address: 107 W. Locust St City: Boonville State: IN Zip: 47601
Billing Address: Same City: State: Zip:
Phone: 812-621-6187 Fax: 812-621-6187 E-Mail: roger@warrickcounty.gov Date Established: 1904
What do you require to process invoices/billings from us, including lead times? .gov
Equipment Description: *(Please attach invoice/sales order)*
Vendor: Meyer Tex Eq. Address: 5116 Morgan Av., Evansville, IN 47715
1) Delivery expected: Asap Cost: 102,740.00
2) Delivery expected: Cost:
3) Delivery expected: Cost:
Terms of Sale: Lease Term Requested: 5 Years Interest Rate: 3.875%
Total Equipment Cost: $ 102,740.00 Payments per year: ☒ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly
Less Trade In: First Payment Due: In Advance ☐ In Arrears ☐
Less Cash Down: Any Preferred Payment Due Date? At time of delivery
Less Rental Credit: Is Equipment New? ☒ Used? ☐ Addition? ☐ Replacement? ☐
Amount to Finance: If replacement, how old is existing equipment? 10 yrs
When does the vendor expect to be paid? Upon Delivery
Essential Use/Source of Funds Information:
Please explain the use of the equipment and the department that may be the primary user: County highway will use for road maintenance & service of construction
If addition, why is equipment being added? current unit non-functioning
From which fund will lease payments be made? Wm. Co. Highway Dept's Depreciation Budget
Will any loan or grant monies be used to make lease payments? No
Do you anticipate issuing or designating more than $10 million in tax-exempt obligations this year? No
What additional leasing/financing is anticipated over the term of this lease? None
Credit Information: *(Please attach your last two (2) year end financial statements and a current interim statement if available)* OK
Have you ever had any past non-appropriations? If so, explain: No

What is your current debt rating? No Idea
Primary Bank: We use almost all local Officer Name: Phone No:
Address: banks and want to keep Acct. Number: Contact:
Bank or Eqmt. Lessor: Phone No:
Address: Contact:
Bank or Eqmt. Lessor: Acct. Number: Phone No:
Address: Attorney Name:
Law Firm: Phone No:
Address: Contact:
Insurance Agent: Phone No:
Address:
I hereby authorize BB Community Leasing Services, Inc. or any credit bureau or other investigative agency employed by BB Community Leasing Services, Inc. to investigate the references herein listed or statements or other data obtained from me or from anyother person pertaining to the credit and financial responsibility of the Lessee.
I agree that any such information, along with this application, shall remain BB Community Leasing Services, Inc.'s property whether or not the application is approved.
Lessee expects and intends to make payments when due and payable for all future payments or rents after the current budgetary period.
Signed By: Roger E. Emmons Title: Administrator Date: 2-26-18
Mail or Fax to:
PO Box 2188, Madison, WI 53701 • 7700 Mineral Point Rd, Ste 320, Madison, WI 53717
Phone: (608) 829-5533 • Fax: (608) 829-5590
Version 01 12/08/03

Joe Grassman

From: Joe Miller
Sent: Friday, February 9, 2018 10:32 AM
To: Bobby Howard
Cc: Joe Grassman; Curtis Ritterling
Subject: RE: FW: Warrick County Truck

Hi Bobby,

Here is a breakdown with annual payments.

Lessee:	Warrick County Highway Dept.
Amount:	$102,740.00
Doc Fee:	$150
First Payment Date:	0/1/2018 (or 6 months from close)
Payment Frequency	Annually
5 Annual Payments:	$22,636.01
Residual Amount:	$1

Joe Miller
Joseph M. "Joe" Miller
Vice President
NMLS#906052

Evansville State Bank
A Division of Elberfeld State Bank
3403 N. Green River Rd.
Evansville IN 47715
(812) 647-9922 Office
(812) 480-1428 Mobile
(812)437-4987 fax
jmiller@esbanc.com

Elberfeld State Bank Evansville State Bank Haubstadt State Bank

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From: Bobby Howard [mailto:bhoward@warrickcounty.gov]
Sent: Friday, February 09, 2018 9:25 AM
To: Joe Miller

Joe Grassman

From: Joe Miller
Sent: Thursday, February 15, 2018 11:45 AM
To: Joe Grassman
Cc: Bobby Howard; Roger Emmons; Todd Glass; Bob Johnson; Dan Saylor; Marlin Weisheit
Subject: Re: NEW BUCKET TRUCK

Hi Joe,

Thank you for the business. I thought I sent Bobby and/or you some forms last week. I'm in Baltimore for a conference but can get the forms to you Tuesday when in back in the office.

Right now we just need to wait for delivery of the truck.

Sent via the Samsung Galaxy Note8, an AT&T 4G LTE smartphone

-------- Original message --------
From: Joe Grassman <purchasing@warrickcounty.gov>
Date: 2/15/18 11:29 AM (GMT-05:00)
To: Joe Miller <jmiller@cabinc.com>
Cc: Bobby Howard <bhoward@warrickcounty.gov>, Roger Emmons <roger@warrickcounty.gov>, Todd Glass <tig@fine-hatfield.com>, Bob Johnson <bob@warrickcounty.gov>, Dan Saylor <dan@warrickcounty.gov>, Marlin Weisheit <marlin@warrickcounty.gov>
Subject: FW: NEW BUCKET TRUCK

Mr. Miller,

As you can see by the e-mail below, the Commissioners approved the purchase of the new bucket truck for the Highway Department. And, they approved your Bank, Elberfeld State Bank, as the Financier. We have requested a Five (5) Year Lease/Purchase Agreement with Single Annual Payments. What do we need to finalize this deal?

Joe Grassman
Purchasing Manager
Warrick County

From: Joe Grassman [mailto:purchasing@warrickcounty.gov]
Sent: Thursday, February 15, 2018 10:08 AM
To: 'amooney@meyertruckeq.com' <amooney@meyertruckeq.com>
Cc: Bobby Howard (bhoward@warrickcounty.gov) <bhoward@warrickcounty.gov>; Roger Emmons (roger@warrickcounty.gov) <roger@warrickcounty.gov>; Todd Glass (tig@fine-hatfield.com) <tig@fine-hatfield.com>; Tony Shawhan (tshawhan@warrickcounty.gov) <tshawhan@warrickcounty.gov>; Bob Johnson (bob@warrickcounty.gov) <bob@warrickcounty.gov>; Dan Saylor (dan@warrickcounty.gov) <dan@warrickcounty.gov>;

1

Marlin Weisheit (marlin@warrickcounty.gov) <marlin@warrickcounty.gov>
Subject: NEW BUCKET TRUCK

Adam,

At their regularly scheduled public meeting on Monday, February 12, 2018, pursuant to Indiana Code 5-22-10 (a) – *Special Purchases* (Emergencies), the Warrick County Commissioners agreed to purchase from Meyer Truck Equipment (who provided the lowest bid) a new 2018 Ford F550 Bucket Truck for the Warrick County Highway Department, for a total price of $102,740.00.

This truck is a vital part of the Highway Department's fleet so please keep Bobby Howard (Highway Superintendent) informed and up to date re its availability.

Congratulations,

Joe Grassman
Purchasing Manager
Warrick County
812-457-6732

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