WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
February 26, 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 very much.

SEWER TAP IN EAST PINES ANIMAL CLINIC

Commissioner Saylor: Alrighty, first item on the agenda, or I take that back. That's not on the agenda, but I think we might have added it to one (1) of ours, but we're going to go ahead and do it first, is the sewer tap in. Jordan, you and your folks want to step up and…?

Jordan Aigner: Sure. Jordan Aigner with Aigner Engineering, representing East Pines Animal Clinic. Not sure how much of the information got to everybody. We are looking to do an expansion there. Jeff and Sarah are present. If you have questions, you can certainly reach out to myself or them. Basically we have a, from my understanding, is a County owned force main that runs in front of their facility and they are requesting the approval to tap that main. And of course we're just in the permitting process right now. But we need that as a part of one (1) of our permits. And I've talked with Shawn at the City and he had time to be here today. So I thought we could just kind of connect both County and City and see if you guys would allow us to tap that main. I'm not sure what your plans are, to turn it over to the City eventually or whatever, but we're certainly at, a, in need of sewer there. So if you guys have any questions for me about it or…?

Commissioner Weisheit: I have none. I don't have a problem with it. As I've stressed in the past, and Shawn is here, and we are counting on turning that line over to the City of Boonville as soon as our attorney and your attorney can get that worked, is that right, Shawn?

Shawn Wright: Yes, and basically we (inaudible)…

Commissioner Saylor: Come on up, Shawn.

Commissioner Weisheit: Yes, just might put that on our records so we've got that. So that, that's the only thing I wanted to clear up today.

Commissioner Saylor: Just state your name for the record, please.

Shawn Wright: Shawn Wright, you'll have to excuse me. Been a rough weekend. A little back history, the County put in a new lift station and force main when they did some upgraded work at the County Jail. The lift station actually sits behind the Jail. The intent was at that time to eventually turn the lift station and force main over to the City, in time. That time may be now, at least for the force main, so that growth from basically the substation at (HWY) 62 going east…?

Jordan Aigner: The Maucks.

Shawn Wright: Have the ability to connect onto that. The City's not going to stop growth in any fashion, obviously. As you know we are moving west with Jordan doing work. So, ultimately Todd's going to need to write an Interlocal Agreement or something asking to turn the force main over. The City's not going to object. I mean they've been expecting it for, you remember when we did that, Bobby?

Bobby Howard: (Inaudible).

Shawn Wright: Four (4) or five (5) years ago?

Bobby Howard: It's been a little longer than that.

Shawn Wright: Oh, yeah?

Bobby Howard: About six (6).

Shawn Wright: Six (6)?

Commissioner Saylor: So, so, Shawn, you have no problems representing the City, them tapping into this force main?

Shawn Wright: No, and actually that's one (1) of the things that East Pines will want to do next. Now that you've given them permission to connect. We can't allow them to connect to that line because it's yours.

Commissioner Saylor: Um hum.

Shawn Wright: Once you allow them to connect, they'll need to apply to the City for sewer capacity. And the City, I don't know, I don't, fifteen (15) years, I've never seen them turn anyone down. So, as long as it's available. In this case it's available. We've expressed to Jordan what they're going to have to do as far as connecting and how to connect. But it's really in you guys' hands at this point.

Todd Glass: Shawn, do you actually need a letter from the Commissioners? Or just action tonight?

Shawn Wright: Honestly, if we just get action tonight, that you guys have allowed them to tap in, and then Roger can forward that on.

Roger Emmons: Yeah.

Shawn Wright: Wednesday, we can bring it up at the City Board of Works. As a matter of fact, I would recommend that the Maucks, tomorrow, go apply for sewer service. And the best thing to do is have an approved tap application and then you're set to go.

Commissioner Saylor: Okay.

Shawn Wright: You'll need that for building anyway.

Commissioner Saylor: So, do you have any questions?

Commissioner Johnson: I don't have any questions.

Commissioner Saylor: Do we have a motion?

Commissioner Weisheit: I make a motion to allow East Pines Veterinary Clinic to hook on to the County sewer line.

Commissioner Saylor: Need a second.

Commissioner Johnson: I'll second.

Commissioner Saylor: Second. Any discussion? All in favor?

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Todd Glass: And, Shawn, I'll get with you to get a little more background information so we can get the draft going for the Commissioners.

Shawn Wright: Okay. Roger, if you would just send me an email tomorrow that we've done this.

Roger Emmons: Sure.

Shawn Wright: I'll take it Wednesday and we can get them to where they can keep moving on.

Commissioner Saylor: Good deal. We like progress. Good deal.

Shawn Wright: Thank you.

Commissioner Weisheit: Thank you for coming in, guys.

Jordan Aigner: Thank you.

Commissioner Saylor: Thank you.

Commissioner Weisheit: Good luck to all of you on that project.

Jordan Aigner: Thank you.

AREA PLAN COMMISSION
REQUEST FOR RELEASE OF SURETY
COMMERCIAL DRIVEWAY C-17-036

Commissioner Saylor: Alright, next item on the agenda is APC, Sherri?

Sherri Rector: Okay, thank you. The first two (2) items are requests for Release of Surety. Commercial, the first one (1) is Commercial Driveway C-17-036, Elpers Developments, INC. Lot 8, Venetian Way. We are holding ten thousand seven hundred dollars ($10,700.00) in escrow. They had a check for eight (8) months. That time expires June 19, 2018 for completion. Bobby has inspected and signed off.

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

Bobby Howard: Yes, the driveway was constructed to the approved plan and would recommend release of the surety.

Commissioner Saylor: Alright.

Commissioner Johnson: Make a motion to release Commercial Driveway C-17-036.

Commissioner Saylor: Second?

Commissioner Weisheit: Second.

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

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Commercial Driveway, C-17-036, is located on Page 16 of these Official Minutes)

COMMERCIAL DRIVEWAY C-17-24
WARRICK TRAIL APARTMENT HOMES

Sherri Rector: The second is Commercial Driveway C-17-24, BL Bennett and Associates, INC, Bruce Bennet. Temporary construction entrance for Warrick Trail Apartment Homes. We're holding seven thousand one hundred and seven dollars ($7,107.00) in escrow. They've had the check for nine (9) months. Expires May 10, 2018. Bobby has reviewed this, and, Bobby, correct me if I'm wrong, this was one (1) they posted surety for but then ended up not constructing. So you've agreed to release the funds, is that correct?

Bobby Howard: Yes, this is for an access off of the Warrick Trail onto their apartments for construction. And they ended up not utilizing or needing to build it. So at this time, they would like to release the funds. And that's fine.

Commissioner Saylor: Okay. I have a motion?

Commissioner Johnson: Make a motion to release Commercial Driveway C-17-24 for seventy-one hundred and seven dollars ($7,107.00).

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).

(Commercial Drive, C-17-24, is located on Page 17 of these Official Minutes)

REQUEST FOR EXTENSION OF SURETY
COMMERCIAL DRIVEWAY C-16-009

Sherri Rector: Okay, the next is a Request for Extension of Surety. Commercial Driveway C-16-009, BL Bennett and Associates, INC, Bruce Bennett. Driveway one (1) to seven (7) and ten (10) for Warrick Trail Apartments. We are holding sixty-one thousand seven hundred and thirty-two dollars ($61,732.00) in escrow. They have had the check for one (1) year. It expires April 12, 2018, and Bobby has reviewed.

Bobby Howard: The dollar amount is sufficient and would recommend approval.

Commissioner Saylor: Okay, do I have a motion?

Commissioner Johnson: Make a motion on Commercial Driveway C-16-009.

Commissioner Saylor: Second?

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Commercial Driveway, C-16-009, is located on Page 18 of these Official Minutes)

SIDEWALK ACKNOWLEDGEMENT
ENGELBRECHT PLACE SECTION 2 PHASE 2

Sherri Rector: Okay. And the last item is a Sidewalk Acknowledgement, Engelbrecht Place, Section 2, Phase 2, by Engelbrecht Development, Allen Holweger. It is Terry Court which is one thousand three hundred eight point seven (1,308.7) lineal feet. Elizabeth Court, one thousand three hundred eight point nine (1,308.9) lineal feet. The letter of credit expires April 12th. Bobby has reviewed.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: So moved.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

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

Commissioner Saylor: Okay, thank you, Sherri.

(Engelbrecht Place Acknowledgement is located on Pages 18 through 19 of these Official Minutes)

APPROVAL OF MINUTES
FEBRUARY 12, 2018

Commissioner Saylor: Next item on the agenda is Approval of Minutes for the February 12, 2018 Commissioners' Regular Session Meeting.

Commissioner Johnson: Make a motion to approve the 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
AGREEMENT FOR PROFESSIONAL SERVICES
JASON BRADSHAW

Commissioner Saylor: Next item on the agenda?

Roger Emmons: Mr. President, the first item was approved at your last meeting and was left on by accident. So you can move on to your next item.

WARRICK COUNTY HISTORIC JAIL
DISCUSS GRANT-CAROL HAGEDORN-THE COALITION

Commissioner Saylor: Okay, so the next item is, is that Carol Hagedorn?

Roger Emmons: Yes.

Commissioner Saylor: Hi, Carol.

Carol Hagedorn: Hello. How is everyone this afternoon?

Commissioner Saylor: Good. How are you?

Commissioner Johnson: Good.

Carol Hagedorn: Doing well.

Commissioner Saylor: Good.

Carol Hagedorn: Yes, I'm Carol Hagedorn. I'm with the Economic Development Coalition of Southwest Indiana. And I am here to discuss the next steps for the Warrick Historic Jail. Gentlemen, on January 8th, you approved the plan. We worked through a Historic Preservation Plan Grant Process to come up with a Historic Preservation Plan for the Jail. And you approved that on January 8th. You appointed a steering committee and we got everyone together in mid-February, earlier this month. And essentially the next step is to make a determination about whether or not the County would like to pursue grant funding to actually implement the changes that were recommended in that plan. And you may or may not recall, cause I know you don't have it in front of you, there were three (3) components, costs. Three (3) expenses with regards to that plan that Hafer came up with in the process, one (1) was for building stabilization, exterior restoration, and then interior restoration. We are, at this point, the steering committee has talked about different things, and at this point we're recommending that perhaps you can consider an Indiana Office of Community and Rural Affairs. It's called a Public Facilities Program Grant and with those funds we can do historic renovation. The components of our three (3) phase plan from Hafer that we could address with those funds would be the building stabilization and the exterior restoration. Unfortunately, we cannot do the interior restoration with the grant funds. So when looking at the numbers, it looks like to address those two (2) primary issues, the total comes to about five hundred and fifteen plus

thousand ($515,000.00), close to five hundred sixteen thousand ($516,000.00). And then we would have, you need a Certified Grant Administrator because it's Indiana Office of Community and Rural Affairs, Community Development Block Grant, and you have to have a Certified Grant Administrator. And then we do have a preliminary set batch of information from an architect. So we're guesstimating the total cost of this project is going to be between six hundred and fifteen ($615,000.00) or I'm sorry six hundred and five thousand ($605,000.00) and six hundred fifteen thousand ($615,000.00) give or take. We're still developing that budget. With that Public Facilities Program, the County, if approved, could qualify for up to half a million dollars ($500,000.00). So five hundred thousand dollars ($500,000.00) to offset that. So I am here to ask if you have questions about what the steering committee has come up with at this point. And I know Roger has, we've done some outreach to try and get some preliminary numbers from an architect.

Roger Emmons: So really, you're looking at, first of all, a motion to proceed with the grant.

Carol Hagedorn: Um hum.

Roger Emmons: Select the Coalition as your grant administrator.

Carol Hagedorn: Which we would probably procure ourselves. We have to do that, so you wouldn't really be selecting us, yet. But we hope you do later.

Roger Emmons: You know, the, I didn't even bring David Wills, (inaudible) but don't read it. I believe as a professional service, you can just let Hafer continue on with this project. Because they are the most knowledgeable. And I believe it was a little over thirty-five thousand ($35,000.00), thirty (30)…?

Carol Hagedorn: Close to thirty-nine ($39,000.00).

Roger Emmons: Thirty-nine ($39,000.00), which I thought was a pretty nominal price. They love doing this work. They're very good at it. So, that would be my recommendation to the board with Todd's blessing.

Todd Glass: You mean knowledgeable as to this particular project?

Roger Emmons: Yes.

Carol Hagedorn: Yes.

Roger Emmons: Yes. This specific project.

Commissioner Weisheit: Cause they've already done the original grant that got us to this stage.

Roger Emmons: They did the planning grant.

Todd Glass: Agreed. So just a motion to seek the grant from the Board today.

Commissioner Weisheit: I'll make a motion to seek the grant for a half a million dollars ($500,000.00).

Commissioner Saylor: Do I have a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Carol Hagedorn: Wonderful. Thank you.

Commissioner Weisheit: Thank you, Carol.

Commissioner Johnson: We sent out a letter last week about, we met with Larry Buschon and some of his folks, and you're aware of that?

Carol Hagedorn: I was. Roger looped me in. So that is great. And we'll definitely take advantage of that.

Commissioner Johnson: We have, we have email addresses and phone numbers if you need it.

Carol Hagedorn: Wonderful. Thank you.

Commissioner Johnson: Okay?

Carol Hagedorn: I very well may. So…

Roger Emmons: Thank you, Carol.

Carol Hagedorn: Next up would be, you know, we'll get Hafer in here, get some numbers.

Commissioner Saylor: We don't need a motion to approve Hafer?

Commissioner Johnson: Not yet.

Roger Emmons: You, you can at this meeting if you want to.

Commissioner Weisheit: Wouldn't hurt to get that out of the way.

Commissioner Saylor: Counsel?

Carol Hagedorn: You can.

Roger Emmons: You know, subject to an agreement and subject to the contract with them to perform those services.

Todd Glass: And those would be services to assist you in the grant submission?

Carol Hagedorn: It would be services, actually, I clarified, it's basically assisting with what we need for the grant application process all the way through the project completion of these two (2) components. Not the interior, cause that's not part of this. But of the exterior stuff, I confirmed it would be through the end of the project.

Commissioner Saylor: So would it help you…?

Todd Glass: Well, do we have a proposal or anything from them to do it?

Carol Hagedorn: I don't, I…

Todd Glass: I assume that they…

Roger Emmons: Given this early stage, we can bring it back on March 12th. I, you know, I could just give them a heads up. If we seem to have consensus to prepare a document for Todd's review.

Commissioner Weisheit: Why don't we do that? Yeah.

Carol Hagedorn: Okay.

Commissioner Saylor: Yeah. That's good.

Todd Glass: With a simple proposal, Roger's correct. But if it's in front of the Board, they can just take action on it.

Commissioner Saylor: Okay.

Carol Hagedorn: Alright. Roger and I will coordinate the follow up with Hafer and hopefully be back to see you soon with the next steps.

Commissioner Saylor: Okay.

Roger Emmons: Thank you, Carol.

Commissioner Weisheit: Thanks, Carol, for all your work on this.

Commissioner Saylor: Thank you.

Carol Hagedorn: Thank you very much.

WARRICK COUNTY CLERK
APPROVAL OF MASTER SOFTWARE-KNOWINK
FOR ELECTRONIC POLL BOOKS

Commissioner Saylor: Next item.

Roger Emmons: I guess I'll present this on Patty's behalf.

Cathy Oser: Thank you, Roger. She's already making me do this.

Roger Emmons: This, Patty submitted an agreement with KNOWiNK, is the name of the company, and, for the electronic poll books that will be in conjunction with what Cathy's going to present regarding consolidating polling sites. And, let me, I already have KNOWiNK's signature. And I believe Todd had a chance to review this agreement. So, let's see here. There's payment terms. Do you know if, when…?

Cathy Oser: (Inaudible) one (1) question to whether or not (inaudible) payments.

Roger Emmons: (Inaudible) fifteen hundred dollars ($1,500.00), that's additional (inaudible) testing.

Todd Glass: I got one (1) year, poll pad package estimated costs, Exhibit B, eighty-two thousand eight-seventy-five ($82,875.00).

Cathy Oser: That's the cost of all of them.

Todd Glass: All, you mean all three (3) years?

Cathy Oser: Well, there's supposed to be an initial cost of (inaudible).

Roger Emmons: (Inaudible) quote.

Cathy Oser: I believe that's the initial cost, startup fees to purchase all forty-seven (47) poll pads.

Todd Glass: That's correct.

Roger Emmons: It says, total year one (1), total year, one (1) poll pad package estimated cost in the amount that Todd read.

Todd Glass: And then you have annual software license renewals in year two (2) and three (3) that are seven thousand fifty dollars ($7,050.00) each. And then software license and maintenance renewals in the year two (2) and three (3) which are one thousand dollars ($1,000.00) each. So it sounds like year two (2) and three (3), those are the only additional costs. It's a three (3) year term.

Cathy Oser: Alright.

Roger Emmons: Looks good.

Todd Glass: Otherwise everything is in order, Mr. President, on the KNOWiNK proposed software license and service agreement.

Commissioner Saylor: And is that, is that the purchase of forty-seven (47) polling pads?

Roger Emmons: It does state forty-seven (47) poll pad units.

Todd Glass: Which include iPad...

Roger Emmons: Third generation.

Todd Glass: Thirty-two (32) gigabyte, wife, chargers, Bluetooth receipt printer, stand, stylus, etcetera, etcetera, etcetera. So there's forty-seven (47) units.

Commissioner Saylor: So that's what they will actually be doing the voting on? Correct?

Cathy Oser: Yes, Sir. Instead of paper poll books.

Commissioner Saylor: Okay. Alright. So is that number, that number's in there and that...?

Todd Glass: It is. Again, up front, year one (1), poll pad package, eighty-two thousand eight seventy-five ($82,875.00), and then, Mr. President, year two (2) and year three (3) annual renewal fees only.

Commissioner Saylor: Okay.

Roger Emmons: Sixteen thousand one hundred ($16,100.00) on top of that for year two (2) and three (3), if I'm adding correctly.

Commissioner Saylor: Wait a minute. I thought it was seven thousand fifty dollars ($7,050.00) for years two (2) and three (3)?

Roger Emmons: I added, I added those two (2) together. Seven thousand fifty ($7,050.00) for your two (2). Same amount for your three (3). Then you've got a thousand ($1,000.00) for year two (2) and three (3) on their central command annual software license and maintenance. So that adds up to...

Commissioner Saylor: Oh, you gave a total.

Roger Emmons: Sixteen thousand one hundred ($16,100.00)

Commissioner Saylor: Okay.

Roger Emmons: You add that to the eighty-two-eight-seventy-five ($82,875.00). I assume Patty's got this, it'll be budgeted?

Cathy Oser: Yes, Sir. The Council approved it and they come and asked about arranging a payment plan. So that's why I asked if there was a payment plan listed on there. But I'm sure she's taken care of it.

Roger Emmons: Yeah.

Commissioner Saylor: Okay. We need a motion to approve this?

Roger Emmons: Do I have a motion to approve the purchase of the electronic poll books?

Todd Glass: And, Mr. President, if I could, and to enter into the master software license and services agreement.

Commissioner Saylor: Agreement.

Commissioner Weisheit: So moved.

Commissioner Saylor: Is there a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson and Commissioner Weisheit: Aye.

Roger Emmons: Thank you.

(KNOWiNK Agreements are located on Pages 19 through 22 of these Official Minutes)

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
APPEAL OF MEDBEN CLAIM DECISION

Roger Emmons: Go right to my items, Mr. President?

Commissioner Saylor: Yes.

Roger Emmons: First item, our broker, Dave Waltz, has recommended the Board table this to your March 12th meeting.

Commissioner Weisheit: Motion to table.

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).

Roger Emmons: Thank you.

2018 SCALES LAKE MAINTENANCE
APPROVAL OF CONTRACT WITH LAKE TREATMENT SERVICES

Roger Emmons: Next is the approval of Contract with Lake Treatment Services, LLC, for the 2018 Scales Lake Maintenance. And that is the same as last year. It's seventy-five hundred ($7,500.00) except last years was with a different name/company. But they've just changed names. Still doing business as Jerry Aigner Construction.

Commissioner Weisheit: Motion to approve.

Commissioner Saylor: Is there 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).

Todd Glass: Roger, the top of the second page on that contract, number nine (9) refers to Aquatic Solutions?

Roger Emmons: Huh.

Todd Glass: So…?

Roger Emmons: We got to get, I'll get that changed.

Todd Glass: Yes, just have them fix that.

Roger Emmons: Gotcha.

Todd Glass: It's just a…

Roger Emmons: They just forgot to, sure enough. Okay, yeah, I'll take care of it. And I think the way, hang on here, yeah, I'll get that signature page and then for Dan's signature once it's correct. Okay? Thank you.

(Lake Treatment Services Contract is located on Page 23 of these Official Minutes)

WARRICK COUNTY EMPLOYEE HEALTH INSURANCE
ADMINISTRATIVE SERVICES AGREEMENT – APPROVAL OF SUMMARY PLAN DESCRIPTIONS FOR POS AND HDHP PLANS - CLAIM PROCESSING AUTHORIZATION AGREEMENT – APPROVAL OF BENEFIT GRIDS FOR HDHP AND POS PLANS
APPROVAL OF SUMMARY OF BENEFITS AND COVERAGE (SBC) FOR HDHP AND POS PLANS

Roger Emmons: Next, I have the Warrick County Employees' Health Insurance Plan through, Meritain Health is our TPA. I have five (5) different items for your consideration. Administrative Services Agreement, the Approval of the Summary Plan Description for the POS, which is the PPO, what used to be call the PPO. That's what Meritain calls it

now and the High Deductible Health Plans. Claim Processing Authorization Agreement, the Approval of Benefit Grids for both plans, and the Approval of Summary Benefits and Coverage for both plans. We received an email from Dave this morning and he commented, "I reviewed the Benefit Grids and the documents. They appear to be correct and I recommend that the Commissioners approve them."

Commissioner Johnson: Okay.

Commissioner Saylor: Do I have a motion to, for the approval of the Benefit Grids?

Commissioner Weisheit: So moved.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Roger Emmons: I take it that was, that motion included all of these?

Commissioner Weisheit: All five (5).

Commissioner Saylor: All, yeah.

Roger Emmons: All five (5). Okay.

Commissioner Weisheit: Just as stated.

Roger Emmons: Alright, thank you very much. Let me get these separated. Dan will have to sign those.

(Employee Health Agreements are located on Pages 23 through 32 of these Official Minutes)

FIXED ASSET NOTIFICATION FORM
1999 FORD E-350 AMBULANCE

Roger Emmons: Okay. Approve Fixed Asset Notification Form. The Board declared a couple of ambulances surplus some time ago. Joe was able to sell the 1999 Ford E-350 trauma (inaudible) ambulance for twelve hundred dollars ($1,200.00) and just ask approval by motion of the Fixed Asset Form and Dan's signature as President.

Commissioner Johnson: So moved.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

EXECUTIVE SESSION MINUTES
FEBRUARY 21, 2018

Roger Emmons: Okay, under my other items, you already addressed the East Pines Animal Clinic issue. Last item I have is certification regarding Executive Session held on February 21, 2018. And similar to the form you approved for the February 2nd meeting. The date and times have change. It was scheduled for noon. We didn't get started 'til 12:22 PM. So you're certifying that no subject matter was discussed other than what's listed in the public notice.

Commissioner Saylor: Are we certifying it by motion?

Roger Emmons: Yes.

Commissioner Saylor: Do I have a motion to approve that certification?

Commissioner Weisheit: So moved.

Commissioner Johnson: Motion.

Commissioner Weisheit: Yep.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

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

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

Commissioner Saylor: Alright. Thank you, Roger.

(Executive Session Minutes are located on Page 36 of these Official Minutes)

COUNTY ATTORNEY
AGREEING TO PURCHASE AND ACCEPT OWNERSHIP OF AN AUTOMOBILE DECLARED AS SURPLUS PROPERTY BY THE WARRICK COUNTY SOLID WASTE MANAGEMENT DISTRICT
RESOLUTION 2018-08

Commissioner Saylor: Counselor?

Todd Glass: Yes, Sir. Mr. President, I guess we have a Resolution that's been proposed to purchase and accept ownership of a truck declared surplus by the Warrick County Solid Waste Management District. I think, Roger, we got an email just this afternoon?

Roger Emmons: Yes.

Todd Glass: Verifying that? I believe that email had a VIN on it. Or what was the description of it?

Roger Emmons: It's a 2012 Ford F-450 truck with dual axel. It's a compactor. There is a compactor installed on the back. The VIN number ends in seven-three-nine-seven-zero (73970). It's lengthy of course. Sale price that the Solid Waste Management District Board approved was thirty-two thousand five hundred dollars ($32,500.00). And they approved the sale of the truck to the Commissioners by their Resolution 2018-01.

Commissioner Weisheit: Roger, just want clarification. That is a single axel truck, but a dual wheel truck. So just a small ton truck.

Roger Emmons: Oh, okay. Yeah, I'm just, that's what Scott said in his email.

Commissioner Weisheit: Yeah.

Roger Emmons: So.

Todd Glass: If that's what the Commissioners wish to do, I would have to pretty up this Resolution, we'd get, need a number for the Resolution.

Kristine Georges: So, 2018-08.

Commissioner Weisheit: Bobby, you still want the truck, right?

Bobby Howard: Yes, Sir.

Commissioner Johnson: What was that number?

Commissioner Saylor: '08.

Commissioner Johnson: '08?

Kristine Georges: 2018-08.

Commissioner Johnson: Thank you.

Commissioner Weisheit: I'd make a motion to approve Resolution 2018-08, long as Todd gets everything he needs to keep it right.

Todd Glass: And that would be a Resolution of the Warrick County Board of Commissioners agreeing to purchase and accept ownership of an automobile declared as surplus property by Warrick County Solid Waste Management District for thirty-two thousand five hundred dollars ($32,500.00). And I will make those fixes, Mr. President, and submit to you for your signature if approved.

Commissioner Saylor: Do I have a second?

Commissioner Johnson: Second.

Commissioner Saylor: Any discussion? All in favor?

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you.

(Resolution 2018-08, Truck Purchase, is located on Pages 36 of these Official Minutes)

VITAL RECORDS FEE
ORDINANCE 2018-04
SECOND AND THIRD READINGS

Todd Glass: And then, Mr. President, we have Ordinance 2018-04, an Ordinance of the Board of Commissioners of Warrick County, Indiana, amending the Warrick County, Indiana, Code of Ordinances, Section 37.38 on Vital Records Fees. This would be a Second and Third Reading. It modifies the cost that the Health Department would charge for birth and death records and otherwise complies with the Statutes. So upon motion you can approve Ordinance 2018-04 on Second and Third Reading.
Commissioner Weisheit: So moved.

Commissioner Saylor: And a...

Commissioner Johnson: Second.

Commissioner Saylor: First and a second. All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you.

(Ordinance 2018-04, Vital Records Fee, is located on Page 33 of these Official Minutes)

INTERLOCAL AGREEMENT BETWEEN WARRICK COUNTY AND THE CITY OF BOONVILLE
GREENLIFE DEVELOPMENT

Todd Glass: And all I would say on my last item is I, I jumped the gun a bit. The Interlocal Agreement between Warrick County and the City of Boonville regarding Greenlife Development is apparently having new life breathed into it. But it is not ready for the Commissioners to consider at this moment. Hopefully we can get something for the March 12th meeting if you wish to table it.

Commissioner Weisheit: Motion to table.

Commissioner Saylor: 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).

WARRICK COUNTY JUDICIAL CENTER DEED UPDATE

Todd Glass: And lastly, Mr. President, I would report that with one (1) typographical error, we'll have the deed from the Warrick County Judicial Center Building Corporation I believe in hand tomorrow. That's all I have to say about that.

Commissioner Saylor: You need a standing ovation.

Todd Glass: No, not until we get (inaudible).

Commissioner Weisheit: Thank you for your efforts.

Commissioner Saylor: Thank you.

COUNTY AUDITOR
NON-CERTIFIED CLAIMS

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

Auditor Stevens: Alright. County Auditor, Debbie Stevens, County Auditor. I have on the Non-Certified Claims, I have, this is a non-contract Claim, it's PC Quest. These are starting to show up more and more. We don't have a contract with PC Quest for their services. That's the Health Department, twelve-thirty-six-ninety-nine ($1,236.99). Office Depot, and this is Highway, coffee filters, I'm not sure if this was a credit card. No, it was Office Depot. This is kind of unusual, it may just need a little more checking into. This is a McKesson Claim from the Health Department. And I've, I believe I sent this over previously, because there are purchases being made. They are drop-shipped to location other than the Health Department. So they're not really being purchased for the Health Department. And I did inquire about revenue that we were receiving from the Health Department. It was reimbursement for the purchases of diapers through McKesson, being drop-shipped to a location other than the Health Department. And it, it really is not an appropriate purchase. If it's purchased by the Health Department, then it should be [illegible]

Commissioner Johnson: We need to, we need to have some discussion on it.

Auditor Stevens: Okay. Then my last is a credit card purchase, and it was for, I think, some sweetener, stevia, something like that. And it's, the total credit card purchase is, it's just a portion of the total credit card purchase, which the total is nineteen-thirty-three-fifty-two ($1,933.52) on Commissioners' credit card. Total Non-Certifieds are three thousand five hundred forty-eight-eighteen ($3,548.18). I can put these in front of you, but this McKesson, you want to have discussion on?

Commissioner Johnson: Yes, thank you.

Commissioner Weisheit: The three thousand five hundred forty-eight-eighteen ($3,548.18) is everything except for that one (1), right?

Auditor Stevens: It's all of them, including the McKesson. The McKesson, the total purchase is just for diapers.

Commissioner Johnson: Well, let's go ahead...

Auditor Stevens: Two hundred fifty-eight-fifty-six ($258.56).

Commissioner Johnson: And we can certify that Claim or approve it. But I think we need to have further discussion on future purchases with that.

Commissioner Weisheit: There you go. I agree with that.

Auditor Stevens: Okay.

Commissioner Saylor: Okay, do I have a motion to, for the Non-Certified Claims?

Commissioner Johnson: Make a motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0) to pay the Claims.

Auditor Stevens: Okay, thank you.

(Non-Certified Claims are located on Page 34 of these Official Minutes)

CERTIFIED CLAIMS

Auditor Stevens: Certified Claims in the total amount of one million nine hundred thirty thousand nine hundred sixty-nine dollars and eighty-eight cents ($1,930,969.88).

Commissioner Saylor: Do I have a motion for 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. That's all I have.

Commissioner Saylor: Alright. Thank you, Debbie.

(Certified Claims are located on Pages 34 through 35 of these Official Minutes)

COUNTY CLERK
POLLING SITE CONSOLIDATION

Roger Emmons: You're up.

Commissioner Saylor: County Clerk.

Roger Emmons: Cathy Oser.

Cathy Oser: She's not the County Clerk. Okay, I believe we, Roger provided copies to the Commissioners of the precinct consolidation plan that we have in mind. So before I get started, is there any questions or comments to be made about that? Do we think it will work?

Commissioner Weisheit: Do you think it will work?

Cathy Oser: I think it will work.

Commissioner Weisheit: Okay, that's all I need to know.

Cathy Oser: I know it will work. So…

Commissioner Weisheit: I know it will work. I like that even better.

Commissioner Saylor: There you go.

Cathy Oser: It's, it's going to work. I put too much time into it for it not to. Okay, so just a few little points. The consolidation, as it sits on your desks, is going to affect approximately ten thousand (10,000) voters. These voters are all going to receive a little light blue postcard from us telling us where the new polling location is. We're going to do Facebook, hopefully some television news, the newspapers. We're going to do a media blitz in addition to those postcards. We, we're going to make every effort to make sure that the voters know where their new location is at. So we've been working on this really hard for like four (4) months. This is the best that we can do. It's not carved in stone. But in a day or two (2) it's going to be carved in stone, cause I've got to get started letting these people know. So we could consolidate some more later and do some of this. We're not opposed to any suggestions you might have. In addition to letting the people know where their new spots are, some of our vote totals are really big in these locations. So we're going to hire extra people and cross train them to work as a judge and as a clerk and we'll have one (1) from each party. And I put a list that looks like this, this is where we're going to put them to work at. So tonight I just need you're okay to use these facilities.

Commissioner Saylor: And, Cathy, my understanding of it, using those iPads, those, you can go to any, they can have three (3) of these and, for, no matter what, what area you come from, what precinct you come from, you can vote on any one (1) of these pads, correct?

Cathy Oser: At your specific location.

Commissioner Saylor: Right, at, at the…

Cathy Oser: We're, we're, we're not really set up to be vote centers here because we are so spread out that it would just be more trouble than it's worth. So this is a solution to vote anywhere in the County. But as long as they show up at their approved, their assigned spot, and all the machines, some of these precincts are going to get six (6) and eight (8) machines. And all of the precincts at that location will be programmed onto each of the machines. No more having Boon #3 sitting empty all day long when only ten (10) to fifteen's (15) out the door.

Commissioner Saylor: Good deal.

Cathy Oser: We're, we've, we've learned a lesson.

Commissioner Saylor: Okay.

Cathy Oser: So we're working on that. And this is a part of what makes our poll book successful. You can put one thousand (1,000) to fifteen hundred (1,500) voters through on a poll book in nothing flat if it's e-poll books. If you're turning the pages of the paper book, it just slows things down. So we're going to be getting our voters in and out faster and hopefully they'll be happier.

Commissioner Saylor: Okay.

Roger Emmons: Now, we, doesn't the, don't the Commissioners have to approve all the voting spaces at least thirty (30) days prior to the election?

Cathy Oser: Yes, Sir.

Roger Emmons: So, but today, are they doing that today? Cause we haven't confirmed them all yet as being ADA Compliant.

Cathy Oser: Everything should be ADA with the exception of the two (2) new spots.

Roger Emmons: Right, and I've got…

Cathy Oser: The First Christian…

Roger Emmons: Plans to go check those out.

Cathy Oser: Um hum. If those are ADA the others should be, because we've just moved precincts from an ADA approved to another ADA approved. And I've got permission slips…

Roger Emmons: Right, right. So March 12th will be plenty of time for them to approve.

Cathy Oser: Yes. And I'm sending out polling location request letters tomorrow that we had discussed asking for permission to use their facilities on Election Day.

Roger Emmons: Right. Excellent idea.

Cathy Oser: And if this is approved tonight, tomorrow morning I will start changing voting locations, as soon as you approve it. I'm going to start changing those locations and getting those postcards out in the mail. Cause that's a lot of

Commissioner Weisheit: We can make a motion to approve it tonight and then if we have to make an adjustment, we could.

Roger Emmons: Right, yeah.

Cathy Oser: Pending the two (2) new spots. It shouldn't, the others should be fine.

Roger Emmons: Well, that's what he's saying.

Commissioner Weisheit: I don't suspect any problems out of them.

Cathy Oser: Okay.

Commissioner Weisheit: Yeah. I'll go ahead and make a motion to approve the polling sites that we have in front of us here tonight.

Commissioner Johnson: And I'll second that.

Commissioner Saylor: All in favor?

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Cathy Oser: Thank you very much.

Commissioner Weisheit: Good luck with it.

Commissioner Saylor: Thanks, Cathy.

COUNTY EMA
REQUEST TO DECLARE RADIO EQUIPMENT SURPLUS

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

Roger Emmons: Just for, I sent you the copies of the photos of his radio equipment on February 20th.

Dave Woolen: Dave Woolen, Director of Warrick County EMA. These are two (2) old, two (2) type radios that have been taking up space for as long as I've been around. And I don't know that they work. I had a couple of the radio guys that we have (inaudible) said they may be coll...of some collector's value. I don't really know that. Like I said, I don't know that they work. But we just want to get them moved out so we can have the cabinet space.

Commissioner Saylor: So Dave, will you try to sell them? Or what...?

Dave Woolen: I mean, we can.

Commissioner Saylor: Put them on eBay or something.

Dave Woolen: eBay or I can...

Commissioner Johnson: Some of those old tubes, people are looking for those.

Commissioner Saylor: Yeah. Okay.

Roger Emmons: Yeah, I think you could probably go online and find collectors of this type of radio (inaudible).

Dave Woolen: Yeah, they're antiques. I mean, they're '50's or '60's model of radio. They're tube type. That's how old they are.

Commissioner Johnson: What do you mean by that?

Dave Woolen: Like several other people we know. Yeah.

Commissioner Weisheit: They're way back there.

Commissioner Saylor: What's he saying, (inaudible) you're valuable.

Dave Woolen: Yeah, they're tube types. They will not work with anything we have.

Commissioner Johnson: Yeah, I understand.

Commissioner Saylor: Do I have a motion to declare radio equipment surplus?

Commissioner Johnson: So moved.

Commissioner Weisheit: Second.

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

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Dave Woolen: Alright, thank you.

Commissioner Saylor: Thank you, Dave.

Commissioner Johnson: Thanks, Dave.

Commissioner Saylor: Thank you for this weekend too.

Commissioner Johnson: Yeah. Great work this weekend.

Roger Emmons: (Inaudible).

Commissioner Saylor: Doesn't sound like it's over.

COUNTY ENGINEER/HIGHWAY
WARRICK TRAILS SEGMENT AND TRAIL HEAD APPROVAL

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

Bobby Howard: I have one (1) item tonight and that's the approval of the Warrick Trails segment along Anderson Road, the trail head at Friedman Park to the Vann Road trail head that's at Vann Park. They are working on some other issues that we've had with them but they should have that together soon is my understanding. So I'd just like this approved tonight subject to the Engineering Department approvals so that we can take care of it at this meeting.

Commissioner Saylor: Okay. Do I have a motion for that approval subject to Bobby's approval?

Commissioner Weisheit: So moved.

Commissioner Johnson: Second.

Commissioner Saylor: First and a second. All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: (Inaudible).

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

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

Commissioner Saylor: Thank you.

COUNTY PURCHASING

Commissioner Saylor: Mr. Grassman.

Joe Grassman: No, I don't have anything.

COUNTY SHERIFF

Commissioner Saylor: County Sheriff? Mr. Weinzapfel? Nothing?

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: Commissioners, Mr. Weisheit?

Commissioner Weisheit: I have nothing.

Commissioner Saylor: Mr. Johnson?

Commissioner Johnson: Nothing.

Commissioner Saylor: I have nothing. Do I have a motion?

Commissioner Johnson: Make a motion to adjourn.

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). Thank you very much.

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

WARRICK COUNTY BOARD OF COMMISSIONERS

DAN SAYLOR, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

MARLIN WEISHEIT, MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

FILED
FEB 13 2018
WARRICK COUNTY
AREA PLAN COMMISSION

C-17-036

Date: Feb 12, 2018

To: Warrick County Indiana County Commissioners

Subject: Commercial Driveway Entrance Permit @3799 Venetian Drive:

Owner: Providence LLC

Developer: Elpers Development, Inc.

Design Engineer: Dennis R. Verkamp, P.E., L.S
Biagi, Chance, Cummins, London, Titzer, Inc

To the best of my understanding and belief upon visiting the site this date, the Commercial Drive entrance at 3799 Venetian Way, Newburg Indiana, is complete and was constructed in conformance with the Warrick County Highway Engineer Minimum Standards and the Contract Documents.

Dennis R. Verkamp, P.E., L.S.
Principal
Biagi, Chance, Cummins, London, Titzer, Inc

Date: FEB 12, 2018

BOARD OF COMMISSIONERS:

President

Member

Member

ATTEST:

Auditor
Date: 2/26/2018

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

812.464.0585 office 812.464.2514 fax
4800 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

FILED
FEB 2 1 2018
WARRICK COUNTY
AREA PLAN COMMISSION

February 21, 2018

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

Re: Warrick Trail Apartments
Void Check for Surety of Temporary Construction Entrance
Morley Project # 8958.4.004B

Bobby,

As part of the Warrick Trail Apartments project, we had requested a temporary construction entrance coming directly off of the new Warrick Trail. This entrance was to keep construction traffic out away from the apartment's main entrance as it opened to residents. The developer was required to post surety for any repairs necessary to Warrick Trail and the walking path.

The temporary construction entrance was never installed, nor does the developer wish to install it moving forward. Therefore, we are requesting that APC void the check for $7,107 being held as surety for this entrance.

Please let me know if you have any questions.

Thank you,

Jeramy Elrod, Civil Staff Engineer

cc: Bruce Bennett, Jay Kivett

BOARD OF COMMISSIONERS:

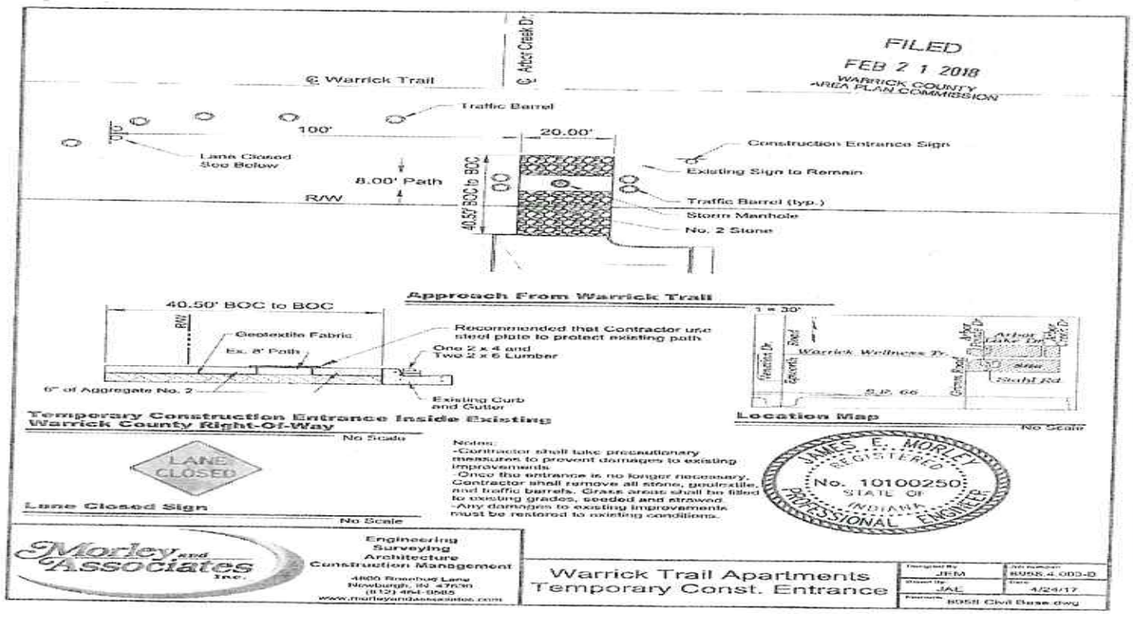
President

Member

Member

ATTEST:

Auditor
Date: 2/26/2018



FILED
FEB 2 1 2018
WARRICK COUNTY
AREA PLAN COMMISSION

Morley and Associates Inc.
Engineering · Surveying · Architecture · Construction Management

April 25, 2017

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

RE: Warrick Trail Apartment Homes
Cost Estimate for a Temporary Construction Entrance
Our Project No. 8958.4.003-B

Temporary Construction Entrance							Estimated Cost
5" No. 2 Aggregate	24	TON	@	$	30.00	$	720.00
Excavation	12	CYD	@	$	15.00	$	180.00
Geotextile Fabric	77	SYD	@	$	8.00	$	616.00
Traffic Barrels	5	EA	@	$	200.00	$	1,000.00
6" Curb and gutter	20	LF	@	$	15.00	$	300.00
Remove Curb and Gutter	20	LF	@	$	10.00	$	200.00
20' of 8' Asphalt Path	4	TON	@	$	100.00	$	400.00
Replace Manhole casting	1	EA	@	$	900.00	$	900.00
Remove stone, fill, and seed	73	SYD	@	$	8.00	$	584.00
Mobilization	1	LS	@	$	1,000.00	$	1,000.00
Conflict Coordination	1	LS	@	$	1,000.00	$	1,000.00
SUBTOTAL COST =						$	6,180.00
15% Contingency =						$	927.00
TOTAL COST =						$	7,107.00

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

and respectfully submitted by:

James E. Morley, P.E., P.L.S.
Indiana Registration No. 10100250
Date Prepared: April 25, 2017

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

812.464.9595 office 812.464.2514 fax
4800 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

February 21, 2018

FILED
FEB 21 2018
WARRICK COUNTY
AREA PLAN COMMISSION

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

Re: Warrick Trail Apartments
Renewal of Commercial Driveway Surety C-16-009 Driveways #1 through 7, and 10
Morley Project # 8958.4.004B

Bobby,

On behalf of our client BL Bennett and Associates, we are requesting a one year extension for Commercial Driveways #1 through 7, and 10. The drives have all been partly constructed, but due to the size of this project all of the drives were not able to be completed within the one year limit.

APC is holding a check for $61,732.00, which they will continue to hold if the extension is granted.

Please let me know if you have any questions.

Thank you,

Jeramy Elrod, Civil Staff Engineer

cc: Bruce Bennett, Jay Kivett

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: 2/26/2018

FILED
FEB 22 2018
WARRICK COUNTY
AREA PLAN COMMISSION

SIDEWALK ACKNOWLEDGEMENT

Date: 2/22/18 Receipt # 22558

NAME OF SUBDIVISION: Engelbrecht Place Sec 2 Phase 2 as recorded in Book E Cabinet 3 in the office of the Recorder of Warrick County, Indiana.

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

NAME OF STREET	NO. OF LINEAL FEET
Tracy Court	130 L.F.
Elizabeth Court	130 L.F.
	217.8

Engelbrecht Development LLC
Subdivision Developer:
By Engelbrecht Development LLC Member Mike Engelbrecht

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

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

I have inspected subject sidewalks and recommend acknowledgement.

County Highway Engineer

ACCEPTED:
Date: 2/26/2018

BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

This Document Prepared by: Robert A. Rosenberg, Esq. 712 Vogel Blvd., Evansville, IN 47714

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.

FILED
FEB 22 2018
WARRICK COUNTY
AREA PLAN COMMISSION

BROSMER
LAND SURVEYING, & ENGINEERING, INC

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

January 23, 2017

2/7/17

RE: **Engelbrecht Place Section 2 – Phase 2**
Basic and Street Improvements – Partial Completion
Section 23, T-6-S, R-9-W Warrick County, IN

Dear Area Plan Commission:

Installation of improvements has progressed for the referenced project. Since our last report in February 2016, sidewalk improvements have been constructed in general compliance with the plans approved by the Warrick County Drainage Board and Warrick County Commissioners as follows:

Sidewalks
1) Sidewalk has been installed on Lot 36 within Phase 2. Sidewalk improvements remain on Lot 52. The cost to complete the remaining item is $1,260 (105 LFT @ $12/LFT).

Prior correspondence regarding constructed improvements for this subdivision has been previously submitted.

I hereby certify that the sidewalk improvements have been partially constructed within Engelbrecht Place Section 2 – Phase 2 Subdivision in general compliance with the plans approved by the Warrick County Drainage Board and Warrick County Commissioners.

Certified by:
Bradley J. Eckerle, P.E
Indiana License No. PE10809004

BRADLEY J. ECKERLE REGISTERED NO. 10809004 STATE OF INDIANA PROFESSIONAL ENGINEER

cc: Engelbrecht Development, LLC
Steve Sherwood – Warrick County Assistant Engineer

Utilities Consulting Co., Inc.
P.O. Box 441 Newburgh, IN 47629 * PH: (812) 483-3689 * consulting106@att.net

February 20,2018

Warrick County Area Plan Commission
107 W. Locust St. #201
Boonville, IN 47601

Attention: Sherri Rector

RE: Lot 36 Engelbrecht Place Section 2 Phase 2 (Sidewalk Acknowledgement)

The undersigned hereby acknowledge that a sidewalks have been constructed within the Engelbrecht Place Section 2 Phase 2 , the remaining Lot ~~37~~ 52 has been constructed and request security bond be released

If you have any questions please call or e-mail me at the above number.

Sincerely,
Utilities Consulting Co. Inc.

James H. Biggerstaff
President

Engelbrecht Development LLC.

Allan Holweger Managing Member

Encl.

knowink

2111 Olive St - St. Louis, MO 63103
Phone: 855-765-5723
Email: sales@knowink.com
Website: www.knowink.com

MASTER Software License and Services AGREEMENT

This Master Agreement (the "**Agreement**") is entered into as of the _2nd_____ of _February_____, 2018 between _Warrick County IN Clerk_____ ("**Customer**"), and KNOWINK, LLC ("**KNOWINK**").

WHEREAS, Customer wishes to engage KNOWINK to provide, install and set-up an electronic poll books ("**EPBs**") system know as the KNOWINK Poll Pad System (the "**System**"), to license certain software from KNOWINK, and to train Customer and/or its designated personnel in the use of the System;

WHEREAS, KNOWINK is willing to perform such services and the other services described in this Agreement (the "**Services**") for, and license such software (the "**Software**") to, Customer;

NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, Customer and KNOWINK agree as follows:

1. **PROVISION OF THE SYSTEM:**

KNOWINK shall deliver and implement the System and the Software as described herein and in quotes signed by both parties ("**Quote**").

2. **LICENSE AND SUPPORT; RESTRICTIONS:**

2.1. Subject to the terms and conditions of this Agreement and for so long as Customer has a current license and support subscription in effect, KNOWINK grants to Customer a personal, nonexclusive, nontransferable, and limited license to use the Software (which includes firmware, meaning the Software embedded in any System device that allows execution of the software functions) and the applicable documentation. With this right to use, KNOWINK will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal requirements as part of the System. The Software may be used only at the Licensed Location specified as the jurisdiction on **Exhibit A** and only on the hardware or other computer systems authorized by KNOWINK in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable Quote. Only Customer and its authorized employees, agents or contractors may use or access the Software. To the extent Software contains embedded third party software, third party licenses may apply.

2.2. Subject to the terms and conditions of this Agreement, KNOWINK shall provide: (a) annual software maintenance and support ("**Software Support Services**") and (b) the implementation, training, support and/or other services ("**Professional Services**") set forth in this Agreement and the applicable Quote provided in **Exhibit B**. Software Support Services will consist of periodic updates to the Software, issued at KNOWINK's discretion. KNOWINK does not warrant that all errors or defects will be corrected.

2.3. Customer may not modify or copy the System or Software. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or attempt to derive the source code thereof. Customer shall not use any Software for application development, modification, or customization purposes, except through KNOWINK.

2.4. The use, duplication, reproduction, release, modification, disclosure, or transfer of the System

or Software is restricted in accordance with the terms and conditions contained in this Agreement. All other use is prohibited. Further, the System and Software were developed at KNOWINK's private expense and are commercial in nature. By using or receiving the System or Software, the user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

2.5. Customer acknowledges and agrees that the design of the System and the Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of KNOWINK and its licensors. Customer agrees that the sale of the hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property.

2.6. Subject to the terms and conditions of this Agreement, KNOWINK will provide Customer with tier-one phone support and will provide all other Services, including implementation, any technical support other than tier-one phone support, Software Support Services, and training.

3. **OBLIGATIONS:**

3.1. Hardware is shipped Ex Works (Incoterms 2010) from KNOWINK's designated shipping point. Title change from KNOWINK to Customer is upon shipment to Customer. Shipping dates are approximate and are based, to a great extent, on prompt receipt of all necessary ordering information from Customer. Billing will commence once shipment has been made.

3.2. On Non-Election Days KNOWINK will physically or remotely answer or respond to a service call request within eight (8) hours. On Election Day, KNOWINK's help desk will be available for calls one hour prior to polls opening until one hour after polls close. On Election Day all calls will be acknowledged and/or addressed within one hour.

3.3. Each party agrees to comply with applicable laws, rules and regulations in connection with its performance under this Agreement or use of the System, Software or Services. The System, Software and components thereof may be subject to U.S. and other government export control regulations. Customer shall not export or re-export all or a part of the System or the Software.

4. **TERM; TERMINATION:**

4.1. The term of this Agreement ("Term") shall initially be three years, unless earlier terminated in accordance with this Section. Unless otherwise notified to Customer or KNOWINK in writing at least 30 days prior to the end of the then-current term, the Term will renew for three-year renewal periods.

4.2. Either party may terminate this Agreement or any outstanding order if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach has been given.

4.3. Sections 2.3-2.5, 4, 8, 9, 10.2, 10.3, 10.6 and 10.8, and 13-15, shall survive any termination or expiration of this Agreement or the applicable order. All other rights and obligations shall be of no further force or effect.

5. **PRICING:**

5.1. Prices for hardware shall be specified by KNOWINK in the relevant quotation or proposal and are subject to change without notice, including prices for backordered hardware; however, prices in Quotes signed by both Parties are not subject to change. All prices are exclusive of

shipping and packing costs, and insurance.

5.2. The "Annual Fee" is the combined, annual fee for licensing (in the case of Software) and support (a "License and Support Subscription"). Pricing for the initial Annual Fee is the amount specified in the Quote and/or Exhibit B. KNOWINK may increase the Annual Fee for a renewal term by including the new Annual Fee amount in the applicable invoice.

5.3. Pricing for other Services shall be set forth in the applicable Quote, or if not specified, at KNOWINK's then-current hourly rates. Additional charges may apply to Services e.g., travel, communication and other expenses.

5.4. All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents KNOWINK with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event KNOWINK is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse KNOWINK therefore.

6. **ORDERS:**

Customer may request a quotation from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any products or Services. KNOWINK reserves the right to accept or reject any order initiated by Customer in KNOWINK's discretion. Only signed Quotes will obligate the parties. Each Quote shall be subject to the terms and conditions of this Agreement.

7. **PAYMENT TERMS:**

7.1. KNOWINK will invoice Customer for all hardware, software and services including parts replacements or Customer-requested software modification upon shipment to Customer. Except as otherwise provided in the applicable Quote, such invoices shall be paid in full within thirty (30) days after delivery.

7.2. Customer will be invoiced for payment for any Services upon conclusion of the service call. Except as otherwise provided in the applicable Quote, payments of such invoices will be due within 30 days of the applicable invoice.

7.3. Amounts for all other Services, shall be billed monthly, unless otherwise indicated in the applicable Quote. Payment will be due within 30 days of the applicable invoice.

7.4. If any dispute exists between the parties concerning any payment or invoice, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer, KNOWINK or any of their respective legal rights and remedies against each other. Customer has no right of set-off.

7.5. Should, at any time during the term of this contract, the State of Indiana require additional Acceptance Testing of Poll Pad units, Service Provider retains the right to invoice Customer an additional fee in the amount of Fifteen Hundred Dollars ($1,500.00).

8. **CONFIDENTIALITY:**

8.1. "Confidential Information" means any confidential or proprietary information of a party, including information related to KNOWINK's business or the System or Software (and applicable documentation), and the terms and conditions of this Agreement. Confidential Information does not include information that was (a) at the time of disclosure or through no fault of the receiving party, in the public domain; (b) in the possession of the receiving party at the time of disclosure to it without any obligation to restrict use or disclosure; (c) received by a third party who had a lawful right to disclose such information without any obligation to restrict use or disclosure.

8.2. Each party will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to performance or use of the Software or System pursuant to this Agreement and other uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the System and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to KNOWINK or their suppliers and licensors.

8.3. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to KNOWINK all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies).

8.4. Each party will inform its employees and other agents and contractors of their obligations under this Section 8 and shall be fully responsible for any breach thereof by such personnel.

9. **INDEMNIFICATION:**

9.1. Indemnity. KNOWINK, at its own expense, will defend Customer against any claim that the System or the Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives KNOWINK prompt written notice of such claims; (b) permits KNOWINK to control the defense and settlement of the claims; and (c) provides all reasonable assistance to KNOWINK in defending or settling the claims.

9.2. Remedies. As to the System or Software that is subject to a claim of infringement or misappropriation, KNOWINK may (a) obtain the right of continued use of the System or Software for Customer; or (b) replace or modify the System or Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of KNOWINK, any applicable Software license and its charges will end, Customer will cease using the applicable System component or Software, Customer will return to KNOWINK all applicable KNOWINK hardware and components and return or destroy all copies of the applicable Software, and Customer will certify in writing to KNOWINK that such return or destruction has been completed. Upon return or KNOWINK's receipt of certification of destruction, KNOWINK will give Customer a credit for the price paid to KNOWINK for the returned or destroyed System Component or Software, less a reasonable offset for use and obsolescence.

9.3. Exclusions. KNOWINK will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any System component or Software; (c) results from use of any System component or Software in combination with any non-KNOWINK product, except to the extent, if any, that such use in combination is restricted to the System designed by KNOWINK; (d) relates to third-party hardware or software alone; or (e) arises from Customer-specified customization work undertaken by KNOWINK or its designees in response to Customer specifications.

9.4. EXCLUSIVE REMEDIES. THIS SECTION 9 STATES THE ENTIRE LIABILITY OF KNOWINK AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

10. **WARRANTY; LIMITATION OF LIABILITY:**

10.1. KNOWINK warrants all products provided hereunder to be free from defects in material or workmanship under normal use and service for a period of one (1) year from the date of

delivery. All repair covered by this warranty must be done by KNOWINK, or other such warranty repair facilities of KNOWINK as designated by KNOWINK unless KNOWINK specifically directs that this service be performed at another location. Any defect corrected within one (1) year and found to be within this scope of the warranty will be repaired by KNOWINK and all charges for labor and material, will be borne by KNOWINK. KNOWINK warrants that all Professional Services will be performed in a professional manner. THIS CONSTITUTES THE SOLE WARRANTIES MADE BY KNOWINK, EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.2. KNOWINK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE, IF ANY, PROVIDED BY KNOWINK TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS." OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY, KNOWINK HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE, IF ANY, PROVIDED BY DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If KNOWINK sells, licenses, or sublicenses any Third Party Hardware to Customer, KNOWINK will pass through to Customer, on a nonexclusive basis and without recourse to KNOWINK, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer.

10.3. Customer is solely responsible for any hardware or software purchased from an outside source. KNOWINK will not be liable for such products.

10.4. Any tampering, misuse or negligence in handling or use of products provided hereunder renders the warranty void. Further, the warranty is void if, at any time, Customer or any third party attempts to make any internal changes to any of the components of the products provided hereunder; if at any time the power supplied to any part of the product exceeds the rated tolerance; if any external device attached by Customer creates conditions exceeding the tolerance of the product; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERS THIS WARRANTY VOID WILL BE DEEMED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCT.

10.5. IN NO EVENT SHALL KNOWINK BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND CUSTOMER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING SERVICES, UNITS OR PARTS. SERVICE PROVIDER SHALL NOT HAVE ANY LIABILITY FOR THE ACTIONS OR OMISSIONS OF CUSTOMER OR KNOWINK HEREUNDER. EACH OF KNOWINK'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED FEES RECEIVED BY SERVICE PROVIDER DURING THE 12 MONTHS PRECEDING THE APPLICABLE CLAIM.

11. **CONFLICTS:**

KNOWINK will not pay to Customer or any of Customer's officials or employees having official responsibility for the procurement transaction, or member of his or her immediate family, any financial benefit of more than nominal or minimal value relating to the award of this Agreement.

12. **FORCE MAJEURE:**

KNOWINK shall not be considered in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage,

transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Customer, or otherwise arising out of causes beyond the control of KNOWINK .

13. **RELATIONSHIP OF THE PARTIES:**

13.1. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. KNOWINK's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of KNOWINK or employment.

14. **DISPUTE RESOLUTION:**

14.1. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("Dispute"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("Demand").

14.2. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("AAA") or such other mediation process as is mutually acceptable to the parties.

14.3. Notwithstanding the other provisions of this Section 12, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.

14.4. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

15. **GENERAL:**

15.1. KNOWINK may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

15.2. This Agreement is the complete and exclusive statement of the mutual understandings of the parties regarding the subject matter hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than was is expressly stated herein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

15.3. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI, TO THE EXCLUSION OF THE LAW OF ANY OTHER FORUM. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY KNOWINK IN WRITING.

15.4. In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

15.5. Any notice required or permitted to be given under this Agreement by one party to the other

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must be in writing and shall be given to Customer at the address set forth on Exhibit A, or to KNOWINK at the address set forth on the first page of this Agreement, and deemed to have been given: (a) immediately, if delivered personally; (b) on the fifth (5th) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to such address. Each party may change its address for notice by giving written notice of the change to the other party; or (c) on the next business day upon confirmation of delivery, if delivered by overnight delivery by a nationally recognized overnight delivery service.

(Signature page to follow)

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Authorized representatives of Customer and KNOWINK have read the foregoing Master Software License and Services Agreement and all documents incorporated into this Agreement and agree and accept such terms effective as of the date first referenced above.

Warrick County IN Commissioners:

Signature: Dan Saylor
Print Name: Dan Saylor
Title: President
Date: 2-26-18

Warrick County IN Clerk:

Signature: Patricia E. Perry
Print Name: Patricia E. Perry
Title: Warrick County Clerk
Date: 2/28/18

KNOWINK LLC:

Signature: [illegible]
Print Name: [illegible]
Title: CEO
Date: 2/19/18

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Exhibit A

General Information

Customer Jurisdiction Name:	Warrick County IN Clerk
Licensed Location (City/State):	Boonville, IN
Customer Contact(s):	Patricia Perry
Billing Address:	One County Square – Suite 200 Warrick County Judicial Center
City / State / ZIP:	Boonville, IN 47601
Shipping Address (if different):	
City / State / ZIP:	
Contact Telephone:	(812) 897-6400
Alternate Telephone:	
Fax:	
Email:	clerk@warrickcounty.gov

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Exhibit B (Quote), to follow

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knowink
Innovative Election Solutions

POLL PAD
ANY LINE. ANY TIME. SOLUTION

KNOWINK Quote and Terms

Date: 1/17/2018

KNOWINK 2111 Olive Street Saint Louis, MO 63103
MicroVote Sales Contact: Mike Miller Phone: (317) 201-8759 Email: mikemiller@microvote.com
County: Warrick County IN Phone: (812) 897-6160 Email: clerk@warrickcounty.gov
County Contact: Patty Perry

Poll Pad Subscription Purchase Quote and Terms:

*Pricing guaranteed for 60 days from date of quote. Based on your stated requirements, we propose the following:

Item:	Recommended Hardware/Software	Estimated Quantity	Unit Price	Total Amount
1	Poll Pad Units *Include: iPad 32gb WiFi, Charger, Star Micronics Bluetooth Receipt Printer, Stand, Stylus, Transport Case, 1st Year Software License, MDM Enrollment, Live Syncing and Basic Poll Pad Manager*	47	$1,500.00	$70,500.00
2	State Acceptance Test Certification Fee	1	$1,500.00	$1,500.00
3	IN SVRS Integration	47	$25.00	$1,175.00
4	Meraki Router Solution & Installation (MR33)	1	$1,700.00	$1,700.00
5	Central Command e-Pulse Command and Control software	1	$5,000.00	$5,000.00
6	Professional Services Package: Installation and Training	1	$3,000.00	$3,000.00
	Total Year (1) One Poll Pad Package Estimated Cost:			**$82,875.00**
	Annual Software License and Maintenance			
7	Year 2 Annual Software License, MDM & IN SVR Maintenance	47	$150.00	$7,050.00
8	Year 3 Annual Software License, MDM & IN SVR Maintenance	47	$150.00	$7,050.00
9	Year 2 Central Command Annual Software License & Maintenance	1	$1,000.00	$1,000.00
10	Year 3 Central Command Annual Software License & Maintenance	1	$1,000.00	$1,000.00
	Optional Hardware/Software			
11	Star Micronics Receipt Paper - Additional (Case of 50 rolls)		$125.00	
	Terms of Subscription			
	Subject to acceptance of the User Software License Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance, with Year 1 of contract extended to December 31, 2018. Year 2 will begin, and Year 2 license fee will be billed, on January 1, 2019. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting includes required VR Extract and digital e-Roster.			

Lake Treatment Services

DBA Jerry Aigner Construction, Inc.
944 N Baker Road, Boonville, IN 47601
Office: 812-897-5815 Cell: 812-430-1840
Fax: 812-897-2191

Client Name: Scales Lake Park
Address: Attn: Ben Labhart, PO Box 58
Address: 800 W Tennyson Rd, Boonville, IN 47601
Phone No.: 812-897-6200

We propose the following as it applies to lake maintenance for 2018:

To Include:

1. Inspection of pond/lake for the presence of undesirable aquatic vegetation, prior to Memorial Day weekend 2018.
2. Undesirable aquatic vegetation will be treated at the time of inspection. Treatment includes chemical application for identified weeds.
3. All herbicides, dyes and materials used in the treatments will be registered or exempt with the proper authority having jurisdiction. As well, the applicator will be registered with the Office of the Indiana State Chemist.
4. Herbicides will be selected based on water use as described by client. Certain restrictions on water use may be necessary with treatments as follows:
   - Algae treatment requires no restriction of water use, however individuals with allergies or sensitive skin should avoid contact for 12 hours.
   - Submerged vegetation treatment restrictions may vary, but in general, will be 30 days for irrigation, 14 days for domestic/drinking use and 24 hours for swimming/contact.
5. Undesirable aquatic vegetation as it pertains to this agreement shall include visible algae and submerged aquatic plants.
6. Emergent vegetation (pond lilies, cattails, etc) can be treated at additional costs if requested, but is not included in this agreement.
7. Water meal and duckweed can be treated at additional costs if requested, but is not included in this agreement.
8. Due to weather and or temperature there may be re-growth of vegetation between treatments. Additional treatments can be added for additional fees if requested by client.

9. Lake Treatment Services LLC, D/B/A Jerry Aigner Construction, Inc. shall enroll in and verify work eligibility status of all is newly hired employees through E-verify program as defined in I.C. 22-5-1.7.3.

Maintenance Cost $7,500.00 Treatment of Underwater Growth- One Time Treatment

Due upon completion, whereby agreement shall automatically terminate

Cash $_____ Check #_____ Check $_____

This contract is for one (1) season of pond/lake vegetation management. All labor and materials are prorated over the growing season. Addition to or deletion of time does not constitute a change in fees. All treatments/services will be stopped on overdue accounts.

Warrick County Parks Department
by Warrick County Commissioners

Employee Signature

by Dan Sayler
Customer Signature
Dan Sayler, President

Date

February 26, 2018
Date

MERITAIN HEALTH, INC.
ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (this "**Agreement**"), effective as of **January 1, 2018** (the "**Effective Date**"), is by and between **Meritain Health, Inc.**, (including any of its affiliates performing Services hereunder) having its principal office at **300 Corporate Parkway, Amherst, New York 14226** ("**Meritain**") and **Warrick County Government Employees** having its principal office at **107 West Locust Street, Suite 301, Boonville, IN 47601** ("**Client**"). This Agreement applies to services to be provided by Meritain to Client in connection with Client's self-funded employee welfare benefit plan(s) formally known as: **Warrick County Government Employees Health Benefit** (the "**Plan**"). In consideration of the mutual covenants and promises stated herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties agree as follows:

1. **DEFINITIONS.**

The following words and phrases have the meanings set forth below:

a. **Applicable Law** means any laws, codes, legislative acts and regulations, including but not limited to the Employee Retirement Income and Security Act, as amended ("**ERISA**") and the Health Insurance Portability and Accountability Act, as amended ("**HIPAA**") (collectively the "**Applicable Laws**") to the extent applicable to a party's performance under this Agreement (and in the case of Client, applicable to the Plan).

b. **Claim** means a request by any person or entity for payment or reimbursement for Covered Services.

c. **Claims Payment Account** means an account established, owned and funded by Client for payment or reimbursement of Covered Services, which account constitutes an asset of Client and not the Plan.

d. **Covered Services** means the care, treatments, services or supplies described in the Plan Document as eligible for payment or reimbursement under the terms of the Plan. Covered Services may include at Client's request, but are not limited to, utilization review services (including pre-admission certification, second surgical opinion, concurrent review and discharge planning) and case management services (including those related to transplants, premature births, spinal cord injuries, multiple trauma, chemotherapy claims, medical appropriateness, end stage cancer patients, AIDS and large claims over $50,000 in the aggregate per year).

e. **Participant** means any person who is eligible, properly enrolled and entitled to benefits under the terms of the Plan.

f. **Plan Document(s)** means the instrument(s), including the Summary Plan Description, if applicable, that set forth and govern the duties of Client, as the designated Plan administrator, as well as the eligibility and benefit provisions that provide for the payment or reimbursement of Covered Services.

g. **Provider** means a preferred provider network, physician, dentist, pharmacy, hospital, laboratory or other medical practitioner, or medical care facility, or a vendor of supplies or services, who or which is authorized to receive payment or reimbursement for Covered Services under the terms of the Plan.

h. **Summary Plan Description** means the written materials that describe the terms and conditions under which the Plan operates, including without limitation coverage limits and procedures of the Plan (as described in Section 102 of ERISA if applicable).

2. **SERVICES.**

a. Scope of Services. Meritain shall provide only those services expressly described in the attached schedules (the "**Services**"), which are incorporated herein. Meritain's obligations apply only to Claims incurred on or after the Effective Date and prior to the date this Agreement terminates or expires in accordance with its terms (the "**Termination Date**"). In its performance of the Services, Meritain shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of Client, its agents or its third-party medical management vendor or third-party pharmacy benefits manager, if any.

b. Subcontractors. Any of the Services may, at Meritain's discretion, be performed directly by it or wholly or in part through an affiliate of Meritain, or by another entity with which Meritain has an arrangement.

c. Suspension of Services. If Client fails to pay Fees (as hereinafter defined) when due or fund its Claims Payment Account as required under Section 7.c., in addition to any other remedies under this Agreement, at law or in equity, Meritain shall have the right to suspend Services including without limitation the processing of Claims until the Fees have been paid or the Claims Payment Account has been funded in accordance with Section 7.c.

d. Exclusivity. Meritain shall be the sole and exclusive provider to Client of each of the Services with respect to the Plan.

3. TERM; TERMINATION.

a. Term; Renewal. The initial term of this Agreement begins as of the Effective Date and continues through and including December 31, 2020 (the "**Initial Term**"), unless sooner terminated as provided in this Section. Unless a party provides the other with at least forty-five (45) days notice of non-renewal prior to the end of the Initial Term or any renewal term (a "**Renewal Term**"), and the Initial Term and any Renewal Terms, (collectively, the "**Term**") this Agreement will automatically renew in each instance for successive twelve (12) month Renewal Terms.

b. Renewal Fees. Meritain may increase the Administrative Rates (as defined and set forth in the Fee Schedule) for each Renewal Term subject to Client's agreement as to such Administrative Rates. If the parties fail to agree upon new Administrative Rates, the existing Administrative Rates for the immediately prior Initial or Renewal Term, plus a percentage amount equal to the change in the Consumer Price Index for all Urban Areas for the previous twelve (12) months, shall apply for each such Renewal Term, and the parties agree that notwithstanding anything to the contrary herein, this Agreement shall be deemed amended to reflect such increase without further action by either party.

c. Termination. This Agreement may be terminated:

i. by Meritain: (A) upon five (5) business days' written notice to Client for Client's failure to pay any Fees when due if not paid in full within such notice period; (B) subject to the following subsection, upon five (5) business days' written notice to Client for Client's failure to fund the Claims Payment Account as required under Section 7.c. of this Agreement if not funded in full within such notice period; (C) immediately upon written notice to Client for Client's failure to fund the Claims Payment Account as required under Section 7.c. of this Agreement two (2) or more times within any three (3) month period; or (D) immediately upon notice to Client for Client's failure to promptly sign and deliver stop loss insurance applications and disclosures, or any information or data necessary for Meritain's to perform the Services;

ii. by either party upon thirty (30) days written notice to the other party for the other party's material breach of this Agreement, if such breach is not cured during such thirty (30) day period;

iii. by either party upon thirty (30) days written notice after the other party: (A) becomes insolvent; (B) is, or states in writing that it is, unable to pay its debts as they become due; (C) makes an assignment for the benefit of its creditors; (D) files or has filed against it any proceeding in United States Bankruptcy Court; (E) is subject to a levy, seizure or sale of a substantial part of its property or assets on behalf of creditors; or (F) is subject to the appointment of a receiver for at least thirty (30) days.

d. Early Termination. If Client terminates this Agreement prior to the expiration of the Initial Term or any Renewal Term, other than as permitted under Section 3.c. of this Agreement (an "**Early Termination**"), Client acknowledges that such Early Termination will cause damages to Meritain, and agrees to compensate Meritain for such damages as provided in this Section.

i. Client further acknowledges that the actual damages likely to result from an Early Termination are difficult to estimate as of the Effective Date and may be difficult for Meritain to prove. Accordingly, Client agrees that it shall pay, within thirty (30) days of any notice of termination on or before the effective date of such Early Termination, whichever occurs first, an amount as calculated below under Section 3.d.iii of this Agreement (the "**Early Termination Fee**").

ii. The parties intend that Client's payment of the Early Termination Fee is to be a reasonable measure of the anticipated probable harm to Meritain arising as a result of any Early Termination, would serve to compensate Meritain for any such Early Termination, and, although the actual damages incurred by Meritain as a result of such Early Termination (including actual, direct, indirect, consequential, special, and other damages) might exceed or be less than the Early Termination Fee, they do not intend for it to serve as punishment or penalty for any such Early Termination.

iii. The Early Termination Fee will be calculated in accordance with the chart set forth below:

Duration of Initial Term or Renewal Term (the "In-Force Term") at Date of Termination	Number of Months of the In-Force Term Fulfilled	Early Termination Fee
3 Years	0-23 Months	9% of the current total Administrative Rates multiplied by the number of covered employees at the time of termination, multiplied by the number of months of the In-Force Term that has been fulfilled.
	24-35 Months	5% of the current total Administrative Rates multiplied by the number of covered employees at the time of termination multiplied by the number of months of the In-Force Term that has been fulfilled.
2 Years	0-23 Months	5% of the current total Administrative Rates multiplied by the number of covered employees at the time of termination multiplied by the number of months of the In-Force Term that has been fulfilled.
1 Year	0-11 Months	100% of the current total Administrative Rates multiplied by the number of covered employees at the time of termination multiplied by the number of months remaining in the In-Force Term.

e. Effect of Termination.

i. Run-Out. Upon termination of this Agreement, for any reason other than termination by Meritain under Section 3.c. of this Agreement and subject to Client's payment of the Fees for run-out services set forth under the Fee Schedule, Meritain will continue to process Claims that were incurred prior to, but not processed as of, the Termination Date, which are

received by Meritain not more than six (6) months following the Termination Date (the "**Run-Out Period**"). The terms and conditions of this Agreement including without limitation Client's obligation to fund the Claims Payment Account, will survive the termination of this Agreement and remain in effect with respect, and to the extent applicable, to such Claims during the Run-Out Period. Meritain will have no obligation with respect to Claims received after the expiration of the Run-Out Period. For the avoidance of doubt, Meritain may terminate or suspend its obligations under this Section pursuant to Section 2.c. or Section 3.c. of this Agreement.

ii. Subrogation. Unless Client directs Meritain, within sixty (60) days of the Termination Date, to send it all cases in the Meritain subrogation process, Meritain will continue subrogation and recovery efforts on all such cases and will remit to Client all proceeds it receives, less applicable fees under the Schedule and Disclosure Fee Schedule. If Client requests to receive subrogation cases from Meritain, it will: (A) be deemed to have released Meritain and its subrogation vendor from and against any and all suits, claims, losses, fees and expenses related to the subrogation cases; and (B) reimburse Meritain for all out-of-pocket expenses.

iii. Records. Upon termination of this Agreement, following payment to Meritain of all Fees due Meritain will release to Client or to a successor administrator, in Meritain's standard format, claims data and records in accordance with Meritain's then-standard policies and procedures within a reasonable time period following the Termination Date. Any other records requests by Client will be subject to Meritain's agreement to such request and Client's payment of any costs or other charges associated with such request.

4. STANDARD OF CARE.

Meritain will discharge its obligations under this Agreement with that level of reasonable care which a similarly situated services provider would exercise under similar circumstances. In connection with fiduciary powers and duties under this Agreement set forth in the Administrative Services Schedule, if any, Meritain shall observe the standard of care and diligence required of a fiduciary under ERISA Section 404(a)(1)(B).

5. FIDUCIARY DUTY.

Client is the "plan sponsor," "plan administrator" and "named fiduciary" with respect to the Plan, as such terms are interpreted under Applicable Law. Client, as Plan Administrator, retains complete authority and responsibility for the Plan, its operation, and the benefits provided thereunder. Meritain is empowered to act on behalf of Client in connection with the Plan only to the extent expressly stated in this Agreement, and that unless otherwise expressly set forth in the Administrative Services Schedule, and if so to the limited extent so set forth in the Administrative Services Schedule: (i) the Services will not include the power to exercise discretionary authority over Plan operations or Plan assets (if any), and (ii) Meritain will not for any purpose be deemed to be the "Plan Administrator" of the Plan or a "fiduciary" with respect to the Plan. Meritain's non-fiduciary services under this Agreement are intended to and will consist only of those "ministerial functions" described in 29 C.F.R. 2509.75-8, D-2 and will be performed within the framework of policies and interpretations established by Client. Client has the sole and complete authority to determine eligibility of persons to participate in the Plan, and has selected and is solely responsible for the Plan's benefit and coverage design.

6. FEES.

a. Client shall pay Meritain all fees, costs, and other charges as set forth in the Fee Schedule, and any other fees, costs, or charges that may be set forth in this Agreement including any Schedule or Exhibit (collectively, the "**Fees**") on the first (1st) day of the month or on such other date agreed to in writing by the parties in accordance with Meritain's then-standard policies. Meritain will provide appropriate

documentation regarding the Fees due and owed prior to the due date for that month's Services based on eligible employees at the time the invoice is generated. If Client elects electronic funds transfer withdrawal from Meritain for the payment of Fees, Client authorizes Meritain to withdraw the Fees from its bank account on the due date. Adjustments to eligibility will be accounted for in the next invoice processing period. If the Fees are not received by Meritain within ten (10) days of due date, then in addition to any other remedies under this Agreement, at law or in equity, Meritain may charge a one and one-half percent (1.5%) late charge per month calculated from the first day of the month on all unpaid amounts.

b. If Client is in default of paying any Fees under this Agreement, Meritain shall have the right to set-off such amounts against any monies due Client, including without limitation subrogation recoveries.

7. CLIENT'S RESPONSIBILITIES.

Client shall:

a. maintain and furnish to Meritain current, accurate Plan eligibility and coverage information, and submit to Meritain written notice of any changes with respect to the status of any of the Participants within fifteen (15) days after the Client becomes aware of any such change. Such information shall be provided in a format reasonably acceptable to Meritain and shall include the following with respect to each Participant: names and address, social security number, date of birth, type of coverage, sex, relationship to employee, changes in coverage, date coverage begins or ends, and any other information necessary to determine eligibility and coverage levels under the Plan. When dependents reach the maximum age specified in the Plan Document, such dependent will no longer be a Participant, and Client hereby directs Meritain to automatically terminate such dependents from eligibility under the Plan without notice or further instruction from Client. Upon termination of dependent under this Section, Meritain will provide notice of such termination to Client;

b. resolve all ambiguities and disputes relating to eligibility of Participants; and adjudicate all appeals of denials of Claims;

c. with respect to the Claims Payment Account:

i. establish the Claims Payment Account and execute and deliver to Meritain and to a mutually agreed-upon depository any and all documents necessary to empower Meritain to act as a signatory on such account, if requested;

ii. deposit into the Claims Payment Account, within two (2) business days (or as otherwise agreed to in writing by the parties, but no more than four (4) business days) of receipt of a funding request, all monies required for the satisfaction of Claims;

iii. upon Meritain's request, fund claims within one (1) business day if necessary in Meritain's sole discretion for reasons including without limitation, meeting stop-loss funding obligations and meeting prompt pay deadlines; and

iv. agree that Meritain will not be responsible for any consequences resulting from Client's untimely funding of Claims, and that failure to fund Claims in a timely manner may result in claim denials by its stop-loss carrier, lost discounts from Providers, and/or interest and penalties, all of which may require Client to fund any such additional sums.

d. provide Meritain with copies of any and all revisions or changes to the Plan at least thirty (30) days prior to the effective date of the changes;

e. maintain and operate the Plan in accordance with all Applicable Laws;

f. as required under Applicable Law: (i) provide and timely distribute to Participants all notices, information, materials and documents, (ii) maintain all recordkeeping, and file all forms relative to the Plan, and (iii) timely prepare or cause to be prepared, and timely execute, any documents, forms or contracts with respect to the Plan;

g. timely pay: (i) any and all taxes, licenses and fees levied, if any, by any local, state or federal authority in connection with the Plan, and (ii) any payments, underpayments, fines, penalties, interest, surcharges, assessments, or other fees or charges assessed or levied by any governmental or regulatory entity on or in connection with the Plan ("**Regulatory Fees**"); Client shall be solely liable for any Regulatory Fees and shall indemnify Meritain if any are assessed against Meritain; and

h. perform those other obligations as set forth in this Agreement including without limitation any Schedule.

8. CONFIDENTIALITY.

a. Confidential Information. Each party acknowledges that it may gain access to business proprietary data, rates, provider discounts, procedures, materials, lists, systems and information of the other party ("**Confidential Information**") under this Agreement. Confidential Information does not include Protected Health Information as defined by HIPAA. Neither party may use Confidential Information of the other for its own purpose, nor disclose such Confidential Information to any third party other than a party's representative who has a need to know such information in relation to the administration of the Plan, and provided that such representatives are informed of the confidentiality provisions of this Agreement and agree to abide by them. Notwithstanding the foregoing, Client shall not disclose preferred Provider network ("PPN") discount information to any third party, including without limitation Client's representatives, without Meritain's prior written consent, which may be withheld in Meritain's sole discretion, and until each recipient has executed a confidentiality agreement reasonably satisfactory to Meritain.

b. Plan Participant Information. Each party will maintain the confidentiality of Participant-identifiable information in accordance with Applicable Law and the terms of the HIPAA business associate agreement attached hereto as the Health Insurance Portability and Accountability Act (HIPAA) Schedule and incorporated herein.

c. Upon Termination. Upon termination of this Agreement a party, upon the request of the other, will return or destroy all copies of all of the other's Confidential Information in its possession or control except to the extent such Confidential Information must be retained pursuant to Applicable Law or in Meritain's case cannot be disaggregated from Meritain's databases. Meritain may retain copies of any such Confidential Information it deems necessary for the defense of litigation concerning the Services, for use in the processing of run-out Claims and for regulatory purposes.

d. Injunctive Relief. The parties each acknowledge that compliance with this Section is necessary to protect the business and goodwill of each party and its affiliates and that any actual or potential breach will cause irreparable harm to the non-breaching party or its affiliates for which money damages may not be adequate. Each party therefore agrees that if a party or its representatives' breach or attempt to breach this Section it will not oppose the non-breaching party's request for temporary, preliminary and permanent equitable relief, without bond, to restrain such breach. The prevailing party shall be entitled to recover from the other party the attorneys' fees and costs it expends in any action related to such breach or attempted breach.

9. RECORDS; AUDIT RIGHTS.

a. Meritain shall maintain records of Claims made and benefits paid in such form and format as is convenient for Meritain for at least seven (7) years, or longer if required by Applicable Laws.

b. Subject to the provisions of this Section and the remainder of this Agreement, Client may audit Meritain's records in connection with the administration of the Plan no more frequently than once every twelve (12) months, provided that any such audit be commenced within one (1) year following the period being audited.

c. Meritain shall provide Client with reasonable access to such records. Meritain shall only provide access to information that is: (i) in its possession; (ii) reasonably necessary to administer the Plan; and (iii) not restricted from disclosure under Applicable Law or any agreement between Meritain and a third party.

d. Client shall give Meritain at least four (4) weeks prior written notice, which must include: (i) a statement explaining its need to perform the audit; (ii) a description of the type(s) of information within the scope of the audit, including dates, a complete and accurate listing of the transactions to be pulled for the audit, and identification of the potential auditor; and (iii) a representation that the information to be disclosed by Meritain is reasonably necessary for the administration of the Plan.

e. Audits shall occur at a reasonable time and place, in a manner that does not unreasonably interfere with Meritain's ability to conduct its normal business, and at Client's sole expense. Client shall reimburse Meritain its costs for an audit which, with Meritain's approval: (i) cannot be completed within five (5) business days, (ii) contains a sample size in excess of fifty (50) Claim transactions, or (iii) otherwise imposes exceptional administrative demands. Meritain reserves the right to review and approve the sample size, the objectives of the audit and the sampling methodology proposed by the auditors

f. Subject to Meritain's approval, which may be withheld in its reasonable discretion, Client may designate a third party to conduct an audit or receive information hereunder, further subject to Client and such third party's written agreement, in a form acceptable to Meritain, that: (i) no portion of the audit is based upon a contingency fee arrangement; (ii) each shall only use the minimally necessary amount of audit information solely for purposes of administering the Plan and that each shall protect and maintain such information as confidential and shall not disclose the information to any other person or entity other than Meritain; and (iii) each shall provide Meritain with copies of all reports and summaries compiled as a result of the audit, including any draft report. Upon Meritain's request, the auditors shall meet with Meritain to discuss any finding contained in a draft report. Meritain may, in its discretion, include a supplementary statement in any final audit report.

g. Client will utilize individuals to conduct audits on its behalf that are qualified by appropriate training and experience for such work, and will perform its review in accordance with Applicable Law. Client and such individuals will not make or retain any record of Provider negotiated rates included in the audited transactions, or payment identifying information concerning treatment of drug or alcohol abuse, mental/nervous or HIV/AIDS or genetic markers, in connection with any audit.

10. OVERPAYMENTS.

a. Meritain shall reprocess any identified errors in Plan benefit payments (other than errors Meritain reasonably determines to be de minimis), and, subject to Applicable Law, seek to recover any resulting overpayment by attempting to contact the party receiving the overpayment twice via letter, phone, or email. Client may direct Meritain not to seek recovery of overpayments from Participants, and if so then Meritain shall have no further responsibility with respect to those overpayments. Meritain is not responsible for pursuing overpayment recovery through litigation.

b. If Meritain elects to use a third-party recovery vendor, collection agency, or attorney to pursue the recovery, the overpayment recoveries will be credited to Client less the Fees for non-subrogation recovery services as set forth under the Fee Schedule and Disclosures Exhibit. Client shall cooperate with Meritain in recovering all overpayments of Plan benefits.

11. INDEMNIFICATION.

a. Each party shall indemnify, defend, and hold harmless the other party and its affiliates, and their officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages and expenses of any kind (including, but not limited to, actual attorneys' fees) which the indemnified party may incur by reason of a third-party claim arising out of the other party's: (i) gross negligence or willful misconduct; or (ii) breach of its fiduciary duties, if any, with respect to the Plan.

b. Client shall indemnify, defend and hold harmless Meritain and its affiliates, and their officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages and expenses of any kind (including, but not limited to, actual attorneys' fees) which Meritain may incur by reason of a third-party claim arising out of:

i. Client's failure to fund Claims as required under this Agreement;

ii. Client's failure to maintain and operate the Plan in accordance with Applicable Law;

iii. the adjudication, denial, or partial payment of a Claim by Client or its stop-loss carrier, third-party medical management vendor or third-party pharmacy benefits manager, if any;

iv. any action taken by Meritain at the direction of Client;

v. Meritain's inability to comply with PPN or State prompt pay requirements due to circumstances beyond its control including without limitation additional information needed to process a Claim, incomplete eligibility or coverage information, or untimely Claim repricing from the vendor.

c. Meritain shall indemnify, defend and hold harmless Client and its affiliates, and their officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages and expenses of any kind (including, but not limited to, actual attorneys' fees) which Client may incur by reason of a third-party claim arising out of Meritain's fraud, embezzlement or other willful financial misconduct.

d. The party seeking indemnification under this Section (the "**Indemnified Party**") shall promptly notify the other (the "**Indemnifying Party**") in writing of its claim for indemnification. Such written notice shall set forth in reasonable detail the third-party claim for which indemnification is sought (the "**Third-Party Claim**") and the basis for indemnification. Failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations hereunder only to the extent such failure adversely prejudiced the Indemnifying Party.

e. The Indemnifying Party shall be entitled to control and appoint lead counsel with respect to the Third-Party Claim at its own expense. If the Indemnifying Party assumes control of the defense of any Third-Party Claim in accordance with this Section the Indemnifying Party may settle the Third-Party Claim without the Indemnified Party's consent if the settlement: (i) does not require any admission against interest by the Indemnified Party; (ii) provides that any monetary damages shall be paid in full by the Indemnifying Party; and (iii) includes a release of the Indemnified Party from all liability alleged in the Third-Party Claim. Each Party shall cooperate, and cause its respective Indemnitees to cooperate, in the defense or prosecution of any Third-Party Claim.

f. This Section shall survive any expiration or termination of this Agreement with respect to any matter concerning which a claim has been asserted by notice to the other party during the Term or within one (1) year after the Termination Date.

12. DEFENSE OF CLAIM LITIGATION.

In the event of a legal, administrative or other action arising out of the administration, processing or determination of a Claim, the party designated in this Agreement as the fiduciary which rendered the decision in the appeal last exercised by the Participant which is being appealed to the court ("**appropriate named fiduciary**") shall undertake the defense of such action at its expense and settle such action when in its reasonable judgment it appears expedient to do so. If the other party is also named as a party to such action, the appropriate named fiduciary will defend the other party if the action relates solely and directly to actions or failure to act by the appropriate named fiduciary and there is no conflict of interest between the parties. Client shall pay the amount of Plan benefits included in any judgment or settlement in such action. The non-fiduciary party shall not be liable for any other part of such judgment or settlement, including but not limited to legal expenses and punitive damages, except to the extent, if any, provided under Section 11 of this Agreement.

13. LIMITATION OF LIABILITY; NO WARRANTIES.

a. **IN NO EVENT SHALL MERITAIN HAVE ANY LIABILITY OR OBLIGATION TO CLIENT IN EXCESS OF THE ADMINISTRATIVE FEES ACTUALLY PAID BY CLIENT TO MERITAIN FOR THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION GIVING RISE TO ANY SUCH LIABILITY OR OBLIGATION.**

b. **IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR FOR LOST PROFITS, LOSS OF USE, LOSS OF REPUTATION OR GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR ANY SIMILAR CLAIM OR DEMAND, AND EACH PARTY EXPRESSLY WAIVES ITS RIGHT TO MAKE ANY CLAIMS TO THE CONTRARY.**

c. Client expressly agrees and acknowledges that: (i) Meritain does not render medical services or treatments to Participants; (ii) Meritain is not responsible for the health care that is delivered by Providers, or for a Provider's refusal to provide health care; (iii) Providers are solely responsible for the health care they deliver to Participants; (iv) Providers are not the agents or employees of Meritain and Meritain shall not be liable for the actions or lack thereof by Providers including without limitation under any theories of vicarious liability, agency, ostensible authority, respondeat superior or imputed liability; and (v) the indemnification obligations under Section 11 of this Agreement do not apply to any portion of any loss, liability, damage, expense, settlement, cost or obligation caused by the acts or omissions of Providers with respect to Participants.

d. **MERITAIN MAKES NO WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

14. DISPUTE RESOLUTION.

If there is a dispute between the parties related to this Agreement, the parties shall first attempt to resolve such dispute by having the parties' Chief Executive Officers (or their designees) meet in person within thirty (30) days of written notice of dispute issued by either party. If the dispute is not resolved after reasonable efforts by the Chief Executive Officers within such thirty (30) day period, either party may then proceed to arbitration under this Section. All disputes, controversies or claims arising out of or relating to the operation or interpretation of this Agreement shall be settled by arbitration before one arbitrator, administered by JAMS in accordance with its standard procedures for arbitration between domestic commercial parties. The arbitrator shall be jointly selected by Client and Meritain and shall be a former federal judge. Any award rendered by the arbitrator shall be final and binding upon the parties and judgment upon any such award may be entered in any court having jurisdiction thereof. Arbitration shall take place in Buffalo, New York. The

expenses of the arbitrator shall be borne equally by the parties. Each party shall pay its own fees and costs relating to any arbitral proceeding, including experts' and attorneys' fees. The arbitrator shall render its determination in a manner consistent with the terms of this Agreement.

15. MISCELLANEOUS.

a. No Insurance; Claims Payment. This Agreement shall not be deemed a contract of insurance under Applicable Law. Meritain does not insure, guarantee or underwrite the liability of Client under the Plan. **Notwithstanding anything to the contrary herein, Client, and not Meritain, shall remain solely liable for the payment of Claims and all other expenses incidental to the Plan.** Without limiting the foregoing, if the Centers for Medicare and Medicaid Services ("**CMS**") determines that the Plan has underpaid a claim under Medicare secondary payor laws, Plan assets will be used to correct such underpayment, and Meritain will not be required to make such payment with its funds, regardless of when CMS requires such payment.

b. Use of Trade Names. Meritain may make lawful references to Client and use of its logo in its marketing activities and in informing health care providers as to the organizations and plans for which Services are to be provided.

c. Force Majeure. With the exception of Client's obligations under Sections 6.a. and 7.c. of this Agreement, neither party shall be deemed to have breached this Agreement, or be liable for any failure or delay in its performance under this Agreement, if prevented from doing so by a cause(s) beyond its reasonable control, including without limitation acts of God; acts of terrorism; natural disasters; wars; riots; labor disputes or shortages; and governmental laws, ordinances, rules, regulations, or the opinions rendered by any court, whether valid or invalid.

d. Subsequent Documents. Each party shall timely execute or provide any further documents reasonably necessary to effect any term of this Agreement.

e. Assignment. Client may not assign this Agreement, in whole or in part, without the prior written consent of Meritain, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this Section shall be void and of no effect.

f. Miscellaneous. The parties have entered into this Agreement as independent contractors and not as agents of one another, and neither shall have any authority to act as the representative of the other, or to bind the other to any third party, except as specifically set forth herein. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without reference to its conflicts of laws principles, to the extent such laws are not preempted by ERISA. The courts located in Erie County, New York shall have sole and exclusive jurisdiction of any dispute related hereto or arising hereunder. **EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.** No delay or failure of either party in exercising any right hereunder shall be deemed to constitute a waiver of that right. Any party not in breach of this Agreement may exercise any remedy to which it is entitled at law or in equity and to enforce its rights under this Agreement, including without limitation, enforcement through injunctive relief and the recovery of all costs arising from litigation or arbitration including but not limited to reasonable attorneys' fees. There are no intended third-party beneficiaries of this Agreement (including without limitation Participants). The headings in this Agreement are for reference only and shall not affect the interpretation or construction of this Agreement. This Agreement (including without limitation incorporated attachments, schedules and exhibits) constitutes the complete and exclusive contract between the parties and supersedes any and all prior or contemporaneous oral or written communications or proposals not expressly included herein. Unless expressly provided for otherwise, if there is any conflict between the terms of this Agreement and any schedule, the terms of this Agreement will control. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall in no event affect,

prejudice or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms. No modification or amendment of this Agreement shall be valid unless in a writing signed by each party. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. A party's electronic signature on this Agreement shall be binding and of the same force and effect as an original signature. By executing this Agreement, Client acknowledges and agrees that it has reviewed all terms of and conditions incorporated into this Agreement and intends to be legally bound by the same.

g. Notices. Any notice or other communication permitted or required to be given under this Agreement shall be in writing and shall be: (i) delivered in person, (ii) mailed, by certified mail, return receipt requested, postage prepaid, or (iii) sent by recognized overnight courier.

If to Meritain:

Meritain Health, Inc.
300 Corporate Parkway
Amherst, New York 14226
Attn: Regional President

and

Meritain Health, Inc.
300 Corporate Parkway
Amherst, New York 14226
Attn: Corporate Counsel

If to Client:

Warrick County Government Employees
107 West Locust Street, Suite 301
Boonville, IN 47601

Attention: Roger Emmons, County Administrator

h. Survival. Notwithstanding anything herein to the contrary, the following sections shall survive the expiration or termination of this Agreement: Section 3.d. in accordance with its terms, Section 3.e. in accordance with its terms, Section 8, Section 9.a. in accordance with its terms, Section 11, Section 12, and those terms that by their nature are intended to survive by their nature or in accordance with their express terms.

In Witness Whereof, the parties have executed this Agreement on the dates set forth below.

MERITAIN HEALTH, INC.	WARRICK COUNTY GOVERNMENT EMPLOYEES
Name: Margie Mann	Name: Dan Saylor
Title: Regional President	Title: President, Warrick Co. Commissioners
Date: 2/16/18	Date: 2/26/18

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The Administrative Services Agreement is located on File in its entirety in the Auditor's Office.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services **Coverage Period: 01/01/2018 – 12/31/2018**
Warrick County Government Employee Benefit Plan: HDHP **Coverage for:** Single + Family | **Plan Type:** HDHP

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go to www.meritain.com or call (812) 897-6120. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at https://www.healthcare.gov/sbc-glossary or call Meritain Health, Inc. at (800) 925-2272 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For participating providers: $2,000 person / $4,000 family For non-participating providers: $4,000 person / $8,000 family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. For participating providers: Preventive care services are covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	For participating providers: $2,000 person / $4,000 family For non-participating providers: $15,000 person / $30,000 family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premiums, preauthorization penalty amounts, balance-billing charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.aetna.com/docfind/custom/mymeritain or call (800) 343-3140 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

Is a Health Savings Account (HSA) available under this plan option?	Yes.	An HSA is an account that may be set up by you or your employer to help you plan for current and future health care costs. You may make contributions to the HSA up to a maximum amount set by the IRS.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay: Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No Charge	30% coinsurance	There is no charge after the deductible if you receive telephone consultation services through the telemedicine program.
	Specialist visit	No Charge	30% coinsurance	
	Preventive care/screening/ immunization	No Charge	30% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for. There is no charge or deductible for flu immunizations.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	No Charge	----------none----------
	Imaging (CT/PET scans, MRIs)	No Charge	No Charge	Preauthorization required. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.caremark.com	Generic drugs	No Charge	Not Covered	Major medical deductible applies. Covers up to a 30-day supply (retail prescription); 90-day supply (mail order prescription). Deductible does not apply for preventive drugs or preventive maintenance drugs. Maintenance drugs must be purchased as a 90-day supply and must be purchased at a CVS retail pharmacy only or through the mail order program Dispense as Written (DAW) provision applies.
	Brand drugs	No Charge	Not Covered	
	Specialty drugs	No Charge	Not Covered	

Common Medical Event	Services You May Need	What You Will Pay: Participating Provider (You will pay the least)	What You Will Pay: Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	30% coinsurance	Preauthorization required unless performed in an office setting. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service.
	Physician/surgeon fees	No Charge	30% coinsurance	
If you need immediate medical attention	Emergency room care	No Charge	No Charge (emergency services)/ 30% coinsurance (non-emergency services)	Non-participating providers paid at the participating provider level of benefits for emergency services.
	Emergency medical transportation	No Charge	30% coinsurance	----------none----------
	Urgent care	No Charge	30% coinsurance	----------none----------
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	30% coinsurance	Preauthorization required. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service.
	Physician/surgeon fees	No Charge	30% coinsurance	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge	30% coinsurance	----------none----------
	Inpatient services	No Charge	30% coinsurance	Preauthorization required. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service.
If you are pregnant	Office visits	No Charge	30% coinsurance	Preauthorization required for inpatient hospital stays in excess of 48 hrs (vaginal delivery) or 96 hrs (c-section). If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service. Cost sharing does not apply to preventive services from a participating provider. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Baby does not count toward the mother's expense; therefore the family deductible amount may apply.
	Childbirth/delivery professional services	No Charge	30% coinsurance	
	Childbirth/delivery facility services	No Charge	30% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay: Participating Provider (You will pay the least)	What You Will Pay: Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you need help recovering or have other special health needs	Home health care	No Charge	30% coinsurance	Limited to 80 visits per year. Preauthorization required. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service.
	Rehabilitation services	No Charge	30% coinsurance	Includes physical, speech & occupational therapy.
	Habilitation services	Not Covered	Not Covered	This exclusion will not apply to expenses related to the diagnosis, testing and treatment of autism, ADD or ADHD.
	Skilled nursing care	No Charge	No Charge	Limited to 120 days per year. Non-participating providers paid at the participating provider level of benefits. Preauthorization required. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service..
	Durable medical equipment	No Charge	30% coinsurance	Preauthorization required for any item in excess of $1,500. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service.
	Hospice services	No Charge	No Charge	Bereavement counseling is not covered. Preauthorization required. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service. Non-participating providers paid at the participating provider level of benefits.
If your child needs dental or eye care	Children's eye exam	No Charge	30% coinsurance	Limited to 1 exam per year.
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- **Acupuncture**
- **Bariatric surgery**
- **Bereavement counseling**
- **Cosmetic surgery**
- **Dental care (Adult & Child)**
- **Glasses (Adult & Child)**
- **Habilitation services**
- **Hearing aids**
- **Infertility treatment**
- **Long-term care**
- **Non-emergency care when traveling outside the U.S.**
- **Private-duty nursing (except for home health care & hospice)**
- **Routine foot care (except for metabolic or peripheral vascular disease)**
- **Weight loss programs**

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- **Chiropractic care**
- **Routine eye care (Adult & Child)**

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight at 1-877-267-2323 x 61565 or www.cciio.cms.gov, or Warrick County Employees at (812) 897-6120. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact Warrick County Employees at (812) 897-6120 or Meritain Health, Inc. at (800) 925-2272.

Does this plan provide Minimum Essential Coverage? Yes
If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:
Spanish (Español): Para obtener asistencia en Español, llame al 1-800-378-1179.
Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-378-1179.
Chinese (中文): 如果需要中文的帮助，请拨打这个号码1-800-378-1179.
Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-800-378-1179.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)	
The plan's overall deductible	$2,000
Primary care physician coinsurance	0%
Hospital (facility) coinsurance	0%
Other coinsurance	0%

This EXAMPLE event includes services like:
Primary care physician visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthetia)*

Total Example Cost	**$12,840**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$2,000
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$2,060**

Managing Joe's Type 2 Diabetes (a year of routine in-network care of a well-controlled condition)	
The plan's overall deductible	$2,000
Specialist coinsurance	0%
Hospital (facility) coinsurance	0%
Other coinsurance	0%

This EXAMPLE event includes services like:
Specialist office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	**$7,460**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$2,000
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$55
The total Joe would pay is	**$2,055**

Mia's Simple Fracture (in-network emergency room visit and follow up care)	
The plan's overall deductible	$2,000
Specialist coinsurance	0%
Hospital (facility) coinsurance	0%
Other coinsurance	0%

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	**$2,010**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$1,925
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,925**

The plan would be responsible for the other costs of these EXAMPLE covered services.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
Warrick County Government Employee Benefit Plan: POS

Coverage Period: 01/01/2018 – 12/31/2018
Coverage for: Single + Family | **Plan Type:** POS

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go to www.meritain.com or call (812) 897-6120. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at https://www.healthcare.gov/sbc-glossary or call Meritain Health, Inc. at (800) 925-2272 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For participating providers: $750 person / $1,500 family For non-participating providers: $1,500 person / $3,000 family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. For all providers: Emergency room care facility charges (emergency services), urgent care facility charges), office visit charges are covered before you meet your deductible. For participating providers: Preventive care, rehabilitation services and routine eye exams are covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	For participating providers: $1,000 person / $2,000 family (deductible and coinsurance)/ $6,850 person/$13,700 family (deductible, coinsurance & copays) For non-participating providers: $2,000 person / $4,000 family (deductible and coinsurance)/ $6,850 person/N/A family (deductible, coinsurance & copays)	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, preauthorization penalty amounts, balance-billing charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.

Will you pay less if you use a network provider?	Yes. See www.aetna.com/docfind/custom/mymeritain or call (800) 343-3140 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay: Participating Provider (You will pay the least)	What You Will Pay: Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$20 copay/visit (office visit)/ No Charge (all other services)	$25 copay/visit (office visit)/ No Charge (all other services)	Copay applies to the physician office visit only. You will pay a $20 copay (deductible does not apply) if you receive telephone consultation services through the telemedicine program.
	Specialist visit	$20 copay/visit (office visit)/ No Charge (all other services)	$25 copay/visit (office visit)/ No Charge (all other services)	
	Preventive care/screening/ immunization	No Charge	20% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for. There is no charge or deductible for flu immunizations.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	No Charge	Non-participating providers paid at the participating provider level of benefits.
	Imaging (CT/PET scans, MRIs)	No Charge	No Charge	Preauthorization required. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service. Non-participating providers paid at the participating provider level of benefits.

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Common Medical Event	Services You May Need	What You Will Pay: Participating Provider (You will pay the least)	What You Will Pay: Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.caremark.com	Generic drugs	$10 copay (retail & mail order)	Not Covered	Deductible does not apply. Covers up to a 30-day supply (retail prescription); 90-day supply (mail order prescription). The copay applies per prescription. There is no charge for preventive drugs. Maintenance drugs must be purchased as a 90-day supply and must be purchased at a CVS retail pharmacy only or through the mail order program Dispense as Written (DAW) provision applies.
	Brand drugs	$20 copay (retail & mail order)	Not Covered	
	Specialty drugs	Paid the same as generic and brand drugs	Not Covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization required unless performed in an office setting. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service.
	Physician/surgeon fees	No Charge	20% coinsurance	
If you need immediate medical attention	Emergency room care	$100 copay/visit (facility charges)/ No Charge (professional fees)	$100 copay/visit (facility charges)/ No Charge (professional fees) (emergency services)/ $100 copay/visit, then 20% coinsurance (facility charges)/20% coinsurance (professional fees) (non-emergency services)	Non-participating providers paid at the participating provider level of benefits for emergency services. Copay is waived if admitted to the hospital.
	Emergency medical transportation	No Charge	20% coinsurance	----------none----------
	Urgent care	$20 copay/visit (facility charges)/ No Charge (all other services)	$30 copay/visit (facility charges)/20% coinsurance (all other services)	Copay applies to the facility charge only.
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% coinsurance	Preauthorization required. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service.
	Physician/surgeon fees	No Charge	20% coinsurance	

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Common Medical Event	Services You May Need	What You Will Pay: Participating Provider (You will pay the least)	What You Will Pay: Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge (intensive outpatient/partial hospitalization)/$20 copay/visit (all other outpatient)	20% coinsurance (intensive outpatient & partial hospitalization)/ $25 copay/visit (all other outpatient)	----------none----------
	Inpatient services	No Charge	20% coinsurance	Preauthorization required. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service.
If you are pregnant	Office visits	No Charge ($20 copay for initial visit)	20% coinsurance	Preauthorization required for inpatient hospital stays in excess of 48 hrs (vaginal delivery) or 96 hrs (c-section). If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service. Cost sharing does not apply to preventive services from a participating provider. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Baby does not count toward the mother's expense; therefore the family deductible amount may apply.
	Childbirth/delivery professional services	No Charge	20% coinsurance	
	Childbirth/delivery facility services	No Charge	20% coinsurance	
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance	Limited to 80 visits per year. Preauthorization required. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service.
	Rehabilitation services	$20 copay/visit	20% coinsurance	Includes physical, speech & occupational therapy.
	Habilitation services	Not Covered	Not Covered	This exclusion will not apply to expenses related to the diagnosis, testing and treatment of autism, ADD or ADHD.
	Skilled nursing care	No Charge	No Charge	Limited to 120 days per year. Non-participating providers paid at the participating provider level of benefits. Preauthorization required. If you don't

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Common Medical Event	Services You May Need	What You Will Pay: Participating Provider (You will pay the least)	What You Will Pay: Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
				get preauthorization, benefits could be reduced by $250 of the total cost of the service.
	Durable medical equipment	No Charge	20% coinsurance	Preauthorization required for any item in excess of $1,500. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service.
	Hospice services	No Charge	No Charge	Bereavement counseling is not covered. Preauthorization required. If you don't get preauthorization, benefits could be reduced by $250 of the total cost of the service. Non-participating providers paid at the participating provider level of benefits.
If your child needs dental or eye care	Children's eye exam	No Charge	20% coinsurance	Limited to 1 exam per year.
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- **Acupuncture**
- **Bariatric surgery**
- **Bereavement counseling**
- **Cosmetic surgery**
- **Dental care (Adult & Child)**
- **Glasses (Adult & Child)**
- **Habilitation services**
- **Hearing aids**
- **Infertility treatment**
- **Long-term care**
- **Non-emergency care when traveling outside the U.S.**
- **Private-duty nursing (except for home health care & hospice)**
- **Routine foot care (except for metabolic or peripheral vascular disease)**
- **Weight loss programs**

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- **Chiropractic care**
- **Routine eye care (Adult & Child)**

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight at 1-877-267-2323 x 61565 or www.cciio.cms.gov, or Warrick County Employees at (812) 897-6120. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact Warrick County Employees at (812) 897-6120 or Meritain Health, Inc. at (800) 925-2272.

Does this plan provide Minimum Essential Coverage? Yes
If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:
Spanish (Español): Para obtener asistencia en Español, llame al 1-800-378-1179.
Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-378-1179.
Chinese (中文): 如果需要中文的帮助，请拨打这个号码1-800-378-1179.
Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-800-378-1179.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's Type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
The plan's overall deductible	$750	**The plan's overall deductible**	$750	**The plan's overall deductible**	$750
Primary care physician coinsurance	0%	**Specialist copayment**	$20	**Specialist copayment**	$20
Hospital (facility) coinsurance	0%	**Hospital (facility) coinsurance**	0%	**Hospital (facility) copayment**	$100
Other coinsurance	0%	**Other coinsurance**	0%	**Other coinsurance**	0%
This EXAMPLE event includes services like:		**This EXAMPLE event includes services like:**		**This EXAMPLE event includes services like:**	
Primary care physician visits *(prenatal care)*		Specialist office visits *(including disease education)*		Emergency room care *(including medical supplies)*	
Childbirth/Delivery Professional Services		Diagnostic tests *(blood work)*		Diagnostic test *(x-ray)*	
Childbirth/Delivery Facility Services		Prescription drugs		Durable medical equipment *(crutches)*	
Diagnostic tests *(ultrasounds and blood work)*		Durable medical equipment *(glucose meter)*		Rehabilitation services *(physical therapy)*	
Specialist visit *(anesthesia)*					
Total Example Cost	**$12,840**	**Total Example Cost**	**$7,460**	**Total Example Cost**	**$2,010**
In this example, Peg would pay:		**In this example, Joe would pay:**		**In this example, Mia would pay:**	
Cost Sharing		*Cost Sharing*		*Cost Sharing*	
Deductibles	$750	Deductibles	$750	Deductibles	$750
Copayments	$80	Copayments	$770	Copayments	$240
Coinsurance	$0	Coinsurance	$0	Coinsurance	$0
What isn't covered		*What isn't covered*		*What isn't covered*	
Limits or exclusions	$60	Limits or exclusions	$55	Limits or exclusions	$0
The total Peg would pay is	$890	**The total Joe would pay is**	$1,575	**The total Mia would pay is**	$990

The **plan** would be responsible for the other costs of these EXAMPLE covered services.

MERITAIN™ HEALTH
An Aetna Company

Claim Processing Authorization Agreement

Warrick County Government ("Plan Sponsor"), as Plan Administrator for the Warrick County Government Employee Benefit Plan ("Plan"), hereby directs and authorizes Meritain Health, Inc. ("Meritain") to begin processing claims for the plan year beginning as of January 1, 2018 in accordance with the direction contained herein, based on the most current version of the plan benefit grid, which, for the avoidance of doubt, is attached to this agreement (the "Current Version"), until the Plan Document is finalized. Meritain agrees to process claims under the Plan in accordance with the direction contained herein as soon as reasonably practicable following Meritain's receipt of all necessary information, except that Meritain shall process claims in accordance with the Plan Document upon the formal adoption of the Plan Document by the Plan Sponsor. Any changes to benefits under the Plan Document which are not contained in the Current Version will apply to claims not processed by Meritain prior to the commencement of claims processing under the finalized Plan Document.

Plan Sponsor acknowledges and agrees that: (A) Meritain is not responsible for any claims, losses, damages or expenses incurred by Plan Sponsor or the Plan arising out of or in connection with the direction contained herein, including without limitation underpayments, overpayments or adjustments to claims based on changes to plan benefits from those contained in the Current Version including any changes subject to stop loss policy parameters which are not contained in the Current Version and which are requested by Plan Sponsor to be made to the Plan Document subsequent to the Current Version; and (B) it shall indemnify, defend and hold Meritain harmless from any claims, losses, damages or expenses incurred by Meritain arising out of or in connection with Meritain's processing of claims in accordance with the direction contained herein.

Warrick County Government Employee Benefit Plan	Meritain Health, Inc.
Dan Saylor Authorized Signature	Authorized Signature
2/26/18 Date	Date
Dan Saylor Name	Name
President, Warrick Co. Commissioners Title	Title

ESTABLISHMENT OF THE PLAN

Warrick County Employees (the "Employer" or the "Plan Sponsor") has adopted this amended and restated Plan Document and Summary Plan Description effective as of January 1, 2018, for the Warrick County Government Employee Benefit Plan (hereinafter referred to as the "Plan" or "Summary Plan Description"), as set forth herein for the exclusive benefit of its Employees and their eligible Dependents. The Plan was originally adopted by the Employer effective as of January 1, 1996.

Purpose of the Plan
The Plan Sponsor has established the Plan for your benefit and for the benefit of your eligible Dependents, on the terms and conditions described herein. The Plan Sponsor's purpose in establishing the Plan is to help to protect you and your family by offsetting some of the financial problems that may arise from an injury or illness. To accomplish this purpose, the Plan Sponsor must attempt to control health care costs through effective plan design and the Plan Administrator must abide by the terms of the Plan Document and Summary Plan Description, to allow the Plan Sponsor to allocate the resources available to help those individuals participating in the Plan to manage their healthcare costs.

The Plan is not a contract of employment between you and your Employer and does not give you the right to be retained in the service of your Employer.

The purpose of this Plan is to set forth the terms and provisions of the Plan that provide for the payment or reimbursement of all or a portion of certain health care expenses. This Plan is maintained by the Plan Administrator and may be inspected at any time during normal working hours by you or your eligible Dependents.

This Plan is maintained pursuant to one or more collective bargaining agreements. A copy of any applicable collective bargaining agreement may be obtained, upon request and free of charge, by contacting the Plan Administrator during normal business hours.

Adoption of this Plan Document and Summary Plan Description
The Plan Sponsor, as the settlor of the Plan, hereby adopts this Plan Document and Summary Plan Description (SPD) as the written description of the Plan. This Plan represents both the Plan Document and the Summary Plan Description. This Plan Document and SPD amends and replaces any prior statement of the health care coverage contained in the Plan or any predecessor to the Plan.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document and Summary Plan Description to be executed as of the date set forth below.

Warrick County Employees

Dated: February 26, 2018

By: Dan Saylor
Name: Dan Saylor
Title: President, Warrick County Commissioners

16245-0118-HDHP 1 v102017

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Warrick County Employees

Dated: February 26, 2018

By: Dan Saylor
Name: Dan Saylor
Title: President, Warrick County Commissioners

16245-0118-POS 1 v102017

ORDINANCE 2018-04

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING THE WARRICK COUNTY CODE OF ORDINANCES SECTION 37.38 VITAL RECORDS FEES

WHEREAS, the Warrick County, IN Code of Ordinances Section 37.38 currently sets forth certain fees the Warrick County Department of Health may charge for the certified vital records which they provide to members of the community pursuant to I.C. 16-20-1-27; and

WHEREAS, Subsections (A) and (B) of Warrick County, IN Code of Ordinances Section 37.38 currently charge a fee in the amount of Fifteen and 00/100 Dollars ($15.00) for the provision of each certified copy of a birth record and/or death record, with all subsequent copies within the same order being Ten and 00/100 Dollars ($10.00) per copy; and

WHEREAS, the Warrick County Department of Health recommends increasing in the fees charged for the provision of certified copies of birth records and/or death records; and

WHEREAS, the Warrick County Department of Health recommends establishing a fee charged for the filing of an affidavit requesting an amendment to a birth certificate, an affidavit of correction by notification, and an affidavit of a home birth;

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

The Code of Ordinances of Warrick County, Indiana, Section 37.38 is hereby amended to read as follows:

(A) *Birth record fees.* A fee of Fifteen and 00/100 Dollars ($15.00) for each certified copy of a birth record shall be required per order. All funds hereunder shall be collected by the Health Officer and shall become a part of the Warrick County Health Fund

(B) *Death record fees.* A fee of Fifteen and 00/100 Dollars ($15.00) for each certified copy of a death record shall be required per order. Upon collection of the fee by the Health Officer, the appropriate Coroners Continuing Education Fee pursuant to Indiana Code 16-37-1-9(b), and as amended from time to time, shall first be transferred to the County Auditor within thirty (30) days of collection, and the balance of the funds collected by the Health Officer shall become a part of the Warrick County Health Fund.

(C) *Affidavit filing fees.* A fee of Fifty and 00/100 Dollars ($50.00) shall be required for each filing of the following:

(1) An affidavit requesting an amendment to a birth certificate;
(2) An affidavit of correction by notification; and
(3) An affidavit of a home birth.

All funds shall be collected by the Health Officer and shall become a part of the Warrick County Health Fund.

(D) *Paternity affidavit fees.*

(1) A fee of Ten and 00/100 Dollars ($10.00) shall be required for each certified copy of a requested paternity affidavit that does not involve its completion or execution by the Warrick County Department of Health.
(2) For each paternity affidavit completed or executed at the Warrick County Department of Health, a fee of Fifty and 00/100 Dollars ($50.00) shall be required. The fee of Fifty and 00/100 Dollars ($50.00) described in this subsection (2) is separate and independent from the fee established in subsection (1), above.
(3) All funds assessed hereunder shall be collected by the Health Officer and shall become a part of the Warrick County Health Fund.

(E) *Computer generated reports.* A fee of One and 00/100 Dollar ($1.00) per information page printed on the computer for genealogy purposes shall be required. All funds hereunder shall be collected by the Health Officer and shall become a part of the Warrick County Health Fund.

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 26th 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. Gloss, Esq. #13982-18
FINE & HATFIELD, A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

Warrick County Claims for Payment

Office Depot	$ 119.11
PC Quest	$ 1,236.99
McKesson	$ 258.56
First Bankcard (Paid to avoid late fees)	$ 1,933.52
Total:	$ 3,548.18

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

Warrick County Claims for Payment

ALPHA LASER SERVICES	$	9.17
AMERICAN LAND HOLDINGS OF INDIANA	$	1,566.11
APPLIED LAND SOLUTIONS	$	2,625.00
ARNLOD, RONALD AND JUDITH	$	600.00
BOONVILLE NATURAL GAS CORP.	$	4,441.63
BOONVILLE UTILITIES	$	3,511.28
BOSTON MUTUAL LIFE INSURANCE CO	$	1,916.70
CHANDLER UTILITIES	$	20.39
CLERK-TREASURER--BOONVILLE	$	147,619.17
CLERK-TREASURER--CHANDLER	$	22,864.25
CLERK-TREASURER--ELBERFELD	$	4,913.92
CLERK-TREASURER--LYNNVILLE	$	3,920.50
CLERK-TREASURER--NEWBURGH	$	34,280.75
CLERK-TREASURER--TENNYSON	$	1,400.33
DANIEL G. FELKER TRUST (TRUSTEE)	$	1,582.40
DELTA PROPERTIES LLC	$	2,400.00
DUKE ENERGY	$	147.70
DYLAN FRANZ AND AMBER BRANDON	$	156.84
FIRST BANKCARD	$	558.08
GEORGES, BILLY AND RHONDA	$	100.00
GORMAN, CHARLES T.	$	50.00
HARMON, SIRENA	$	1,009.60
HOLWEGER, ALLAN R.	$	145.40
HOOSIER BUSINESS MACHINES INC.	$	44.74
INDIANA AMERICAN WATER	$	39.44
INDIANA DEPT. TRANSPORTATION	$	739,819.63
JAMES WALTER & SALLIE ROSS HILL	$	9.43
JAYBEE FARMS, INC	$	145.67
JSK ASSOCIATES INC	$	922.50
MORRIE DOLL	$	500.00
PAXTON MEDIA GROUP, LLC	$	12.84
PIERCE, RUSSELL	$	451.53
STEVEN BYERS	$	50.00
STORAGE GUARDIAN	$	51.51
TeamViewer GmbH	$	1,300.00
THE LANG COMPANY	$	28.39
THE TOWN OF NEWBURGH	$	112.74
TROUBA, JAMES AND THERESA	$	115.49
U.S. BANK	$	1,332.68
UNIFIRST CORPORATION	$	15.30
VECTREN ENERGY DELIVERY	$	4,511.40
VERIZON WIRELESS	$	1,170.39
VERL WHITE	$	50.00
WARRICK COUNTY MUSEUM, INC	$	2,634.09
WARRICK COUNTY TREASURER	$	609,634.55
WARRICK PUBLISHING CO	$	28.02

WILLIAMS, BETH	$	17.60
WOW!,BUSINESS	$	142.44
AIM	$	25.00
ALPHA LASER SERVICES	$	41.41
AMERICAN LEGAL PUBLISHING CORP	$	812.15
AMERICAN STAMP & MARKING PRODUCTS	$	141.47
AT&T	$	82.20
BAKER - PATTERSON, LLC	$	1,100.00
BARBI SHELTON	$	13.41
BEAM, LONGEST AND NEFF	$	2,641.50
BENISTAR/HARTFORD-6795	$	20,710.05
BOONVILLE NATURAL GAS CORP.	$	1,471.26
BOONVILLE UTILITIES	$	83.60
BRUNER, RODNEY	$	60.00
BRYAN D FLOWERS	$	2,000.00
BUNYS, ANDREW	$	28.62
BUSINESS EQUIPMENT	$	24.63
CARD SERVICE CENTER	$	223.23
CLARK DIETZ, INC.	$	68,068.10
CLERK - WARRICK COUNTY SUPERIOR COURT	$	62.50
CLERK-TREASURER--NEWBURGH	$	1,000.00
CONNER, ANTHONY	$	00.00
COOK, DEVON AND ROBIN	$	1,452.16
CULLIGAN OF EVANSVILLE	$	15.00
TEAMSTERS LOCAL #215	$	3.00
DAVID HEAL	$	110.68
DAVID WOOLEN	$	100.00
DIVISION OF CHILD SUPPORT	$	104.00
DOSSETT CONSULTING	$	500.00
FARM BOY FOOD SERVICE	$	0.50
FERGUSON, KELLY	$	156.20
FIELDS, LINDSAY	$	191.77
FINE & HATFIELD, PC	$	7,993.50
FIRST BANKCARD	$	2,495.71
HARSHAW TRANE SERVICE INC.	$	2,470.25
HOLLY KEY	$	13.41
INDIANA AUDITORS' ASSOC	$	773.73
INDIANA AMERICAN WATER	$	20.73
KELLER SHROSDER	$	1,027.50
LASHLEY, JED	$	59.49
LIEBERMAN TECHNOLOGIES	$	1,200.00
LOCHMUELLER GROUP	$	250.00
MAKEN CORPORATION	$	3,050.00
MORRIE DOLL	$	1,437.50
MOUNTAIN VALLEY OF EVANSVILLE	$	31.50
MULZER CRUSHED STONE, INC.	$	4,451.99
MYERS, MICHAEL & TRACY	$	224.25
NATIONAL TEST SYSTEMS	$	1,395.00
NEXUS GROUP INC	$	7,200.00

OTTO CHARLES JR. & JAYNE E. SUSEC	$	643.82
PARDUE, GINA	$	222.57
PHILLIPS, KENNETH	$	60.00
RANKINS, LORI AND DANIEL	$	550.00
SAMANTHA SCHU	$	330.52
SARAH E REDMAN	$	127.60
SMITH, TOMMY AND VERONICA	$	52.90
SPECTRUM	$	713.49
SPEICHER, LARRY	$	88.82
STERNBERG INTERNATIONAL INC	$	281.27
STEVENS, SHEILA	$	82.32
STOLL KEENON OGDEN PLLC	$	18,181.27
TALBERT, B. MICHAEL & JACKIE	$	25.00
TEAMSTERS LOCAL # 215	$	850.00
TYLER TECHNOLOGIES, INC	$	9,070.00
U.S. BANK	$	300.01
UNIFIRST CORPORATION	$	304.55
VECTREN ENERGY DELIVERY	$	193.77
WABASH VALLEY SERVICE CO	$	12,548.52
WARRICK COUNTY TREASURER	$	428.00
WARRICK PUBLISHING CO	$	187.05
WHITSELL, MARK C II	$	258.92
WILLIAMS, BETH	$	100.00
WOW! BUSINESS	$	3,735.99
ADVANCED DOCUMENT SOLUTIONS	$	81.72
AMERICAN STAMP & MARKING PRODUCTS	$	53.44
B-HIVE PRINTING	$	128.96
BRENTWOOD SPRINGS	$	32.50
CHARTSWAP	$	20.50
CORRISOFT, LLC	$	226.60
EVANSVILLE WATERWORKS DEPT	$	214.55
KOCIS, SEDRA A.	$	15.00
MARTIN & MARTIN, INC.	$	21.66
MELODY NELSON	$	66.00
NEOPOST POSTAGE ON CALL	$	3,000.00
REDWOOD TOXICOLOGY LABORATORY INC.	$	449.75
THOMSON REUTERS	$	5,174.61
U.S. BANK	$	70.08
VECTREN ENERGY DELIVERY	$	300.86
WAGNER, CHRIS	$	178.21
WORD SYSTEMS INC.	$	175.03
ACKERMAN OIL CO INC	$	696.00
AIGNER HARDWARE	$	978.79
AIRGAS USA, LLC	$	444.94
ALEXANDER NEWBURGH CHAPEL	$	200.00
ALTSTADT'S	$	70.62
AUTO WHEEL AND RIM SERVICE	$	1,132.31
B-HIVE PRINTING	$	35.95
BEST ONE TIRE & SERVICE	$	418.33

BEST ONE TIRE & SERVICE	$	913.00
BOB BARKER COMPANY INC.	$	222.25
BOONE FUNERAL HOME	$	400.00
BOONVILLE LAWN AND GARDEN INC.	$	5.99
BRAD'S TOWING	$	80.00
BUMPER TO BUMPER / BTB CHANDLER	$	14.77
BURKERT-WALTON, INC	$	422.40
CAMP'S AUTO/TIRE SERV. INC.	$	37.00
CDW GOVERNMENT, INC.	$	1,842.87
CORRISOFT, LLC	$	226.60
CPI SUPPLY	$	43.99
CULLIGAN OF EVANSVILLE	$	438.75
DEACONESS HOSPITAL	$	2,033.34
EAST PINES ANIMAL CLINIC INC	$	324.96
EBN CONSTRUCTION & INDUSTRIAL SUPPLIES	$	154.06
EVANSVILLE POLICE DEPARTMENT FOUNDATIOI	$	1,100.00
GEM CHEMICAL COMPANY, INC.	$	793.69
GLAXOSMITHKLINE PHARMACEUTICALS	$	791.10
HARDY BRAKE & ELECTRIC CO.INC.	$	84.00
HARSHAW TRANE SERVICE INC.	$	7,249.85
HUTCH & SON INDUSTRIAL ELECTRONICS	$	27.36
HUTCHINSON JEWELERS	$	85.00
HUTSON, INC.	$	58.18
IMPCO	$	1,098.96
INTERSTATE BATTERIES OF WABASH VALLEY	$	318.00
J & J SUPPLY, INC.	$	482.70
JARVIS FOOD EQUIPMENT	$	193.50
K-TECH SPECIALTY COATINGS INC	$	7,035.17
KEN SHOURDS EQUIPMENT, INC.	$	184.80
KENWAY DISTRIBUTORS INC	$	400.67
LARRY'S AUTO REPAIR	$	69.99
LAW CHEVROLET BUICK PONTIAC	$	3,993.72
LEWIS BROS BAKERIES, INC	$	70.20
MCKESSON MEDICAL-SURGICAL INC.	$	58.27
MEYER TRUCK EQUIPMENT	$	3,460.76
MORTON SALT	$	72,890.94
NIX SANITARY SERVICE	$	140.00
O'REILLY AUTO PARTS	$	374.19
OFFICE DEPOT, INCORPORATED	$	845.82
PERFECTION HYDRAULICS, INC.	$	4,217.33
PHILLIPS SIGNS & GRAPHICS	$	140.00
PIRANHA SHREDDING/RECYCLING INC.	$	225.00
PURDUE UNIVERSITY COOPERATIVE EXT. SERV	$	55.45
QUILL CORPORATION	$	205.80
RABEN TIRE COMPANY INC.	$	20.00
REDLINE CONSULTING SERVICES	$	428.00
RIDEOUT SERVICE CENTER, INC.	$	2,000.00
SIEGELS	$	191.98
SIEMERS GLASS COMPANY	$	428.89

SISCO REPAIR	$	189.69
SOUTHEASTERN EQUIPMENT CO.,INC	$	3,264.28
ST. VINCENT OCCUPATIONAL	$	160.00
STERNBERG INTERNATIONAL INC	$	89.55
SUNSET FUNERAL HOME	$	100.00
SYNENERGY PARTNERS LLC	$	81.90
THE VERNON CORPORATION	$	1,027.50
TITZER FAMILY FUNERAL HOMES	$	200.00
TRACTOR SUPPLY CO	$	153.41
TRANE U. S. INC.	$	3,984.62
TRI STATE ORTHOPAEDIC SURGEONS INC	$	423.09
TRI-STATE LIGHTING & SUPPLY CO INC	$	265.06
TRI-STATE REPORTING, INC.	$	113.90
TRI-STATE SYSTEMS INC	$	669.98
VOMAC TRUCK SALES	$	2,945.02
WABASH FOODSERVICE	$	28.53
WARRICK AUTOMOTIVE SUPPLY	$	1,353.27
WARRICK CO DEPT OF PARKS & REC	$	156.06
WARRICK SOLID WASTE MGT DIST	$	45.00
WENTZEL ENGRAVING	$	100.00
ZIEMER EAST CHAPEL	$	200.00
Grand Total:		**$ 1,930,969.88**

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 26th, 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: $1,930,969.88 Dated this 26th day of February, 2018. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

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*

CORRECTED MINUTES MEMORANDUM – EXECUTIVE SESSION
February 21, 2018 at 12:00 p.m.

The Warrick County Board of Commissioners met in Executive Session on Wednesday, February 21, 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 12:22 p.m., and adjourned at 1:58 p.m. Those in attendance:

- Warrick County Commissioners (Dan Saylor, Robert H. Johnson, Jr., Marlin Weisheit)
- Counsel for Warrick County (Todd Glass and Dan Glass)
- Warrick County APC Executive Director (Sherri Rector) [left at 1:37 p.m.]
- Warrick County APC President (Guy Gentry) [left at 1:35 p.m.]
- Counsel for Warrick County APC (Morrie Doll) [left at 1:37 p.m.]
- 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 March, 2018.

ATTEST: Deborah K. Stevens, Auditor

RESOLUTION NO. 2018-08

WARRICK COUNTY BOARD OF COMMISSIONERS

A RESOLUTION OF THE WARRICK COUNTY BOARD OF COMMISSIONERS AGREEING TO PURCHASE AND ACCEPT OWNERSHIP OF AN AUTOMOBILE DECLARED AS SURPLUS PROPERTY BY THE WARRICK COUNTY SOLID WASTE MANAGEMENT DISTRICT

WHEREAS, the Warrick County Solid Waste Management District is the owner of an automobile described as follows: a 2012 Ford F-450 truck, single axle/dual wheel, with installed compactor. (VIN # 1FDUF4GY8CEC73970); and

WHEREAS, on February 12, 2018, at a special meeting of the Board of the Warrick County Solid Waste Management District, the District declared said automobile as surplus property; and

WHEREAS, Indiana Code 36-1-11-8 authorizes the transfer of property with another governmental entity upon such terms and conditions as agreed upon by the entities as evidenced by the adoption of a substantially identical resolution by each entity. Said law further provides that such transfer may be made for any amount of real property, cash or other personal property as agreed upon by the entities; and

WHEREAS, during said February 12, 2018 meeting, the Board of the Warrick County Solid Waste Management District agreed to approve the sale of said automobile to the Warrick County Board of Commissioners, provided that said Warrick County Commissioners would commit to purchase, and authorize said purchase of, said automobile for the amount of Thirty-two Thousand Five Hundred and 00/100 Dollars ($32,500.00) at their next regularly scheduled meeting; and

WHEREAS, the Warrick County Board of Commissioners hereby authorizes the purchase of said automobile for the use of the Warrick County Highway Department for an immediate payment of Thirty-two Thousand Five Hundred and 00/100 Dollars ($32,500.00) to the Warrick County Solid Waste Management District; and

WHEREAS, the Warrick County Board of Commissioners agrees with the Warrick County Solid Waste Management District that the automobile, upon payment identified above, shall be transferred by delivery of an executed title to the Warrick County Board of Commissioners; and

WHEREAS, this agreed sale and transfer shall only be effective, and the automobile listed above shall only have title transferred, upon the passage of resolutions substantially identical to this resolution by Board of the Warrick County Solid Waste Management District; and

WHEREAS, the Warrick County Board of Commissioners acknowledges that the declaration of said automobile as surplus by the Board of the Warrick County Solid Waste Management District shall be deemed null and void in the event the Warrick County Board of Commissioners fails to pass, by April 12, 2018, a substantially identical resolution regarding the foregoing subject matter; and

WHEREAS, this Resolution shall be effective upon passage.

NOW THEREFORE BE IT RESOLVED that the Warrick County Board of Commissioners, all of whom acting in their official capacity, do hereby agree to purchase, as provided above, the surplus property as herein above described from the Warrick County Solid Waste Management District.

Passed and adopted this 26th day of February, 2018, by the 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