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

AREA PLAN COMMISSION
REQUEST FOR EXTENSION OF SURETY
WATERSTONE VILLAGE SECTION 4

Commissioner Saylor: Alright. First item on the agenda is APC and Sherri.

Sherri Rector: Thank you. The first item is Request for Extension of Surety. It's Waterstone Village, Section 4, by Maken Corporation. Danny Ubelhor, President. Sidewalk construction. Have had ten (10) years. Requesting a one (1) year extension with no reduction from two thousand five hundred seventy dollars and forty cents ($2,570.40). The Ordinance allows for a maximum time period of nine (9) years. Therefore they are also requesting a modification from the Subdivision Control Ordinance. The dollar amount has been reviewed by Bobby and Steve.

Commissioner Saylor: Steve, any comment on that?

Steve Sherwood: No, the amount indicated is in order and Bobby asked that I report it as such.

Commissioner Saylor: Okay, alright. Got a motion?

Commissioner Johnson: Make a motion to grant the extension of surety for Waterstone Village, Section 4.

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).

(Waterstone Village, Section 4, is located on Pages 17 through 18 of these Official Minutes)

STREET CONSTRUCTION PLANS
REPLAT OF LOT 76 LEXINGTON SUBDIVISION

Sherri Rector: The next two (2) items are Street Construction Plans. The first one (1) is Replat of Lot 76 in Lexington Subdivision, by Michael Carter, Senior Vice President of First Federal Savings Bank. Owner is Nurahmed Mohammed. Six point zero-eight (6.08) acres located on the west side of Vanada Road approximately nine hundred and forty (940) feet south of the intersection formed by Vanada Road and Ferstel Road in Ohio Township. It's St. Clare Drive. This was previously platted as just saying future right-of-way. They have now filed a plat with street plans and that's what's before you now is the street plan construction. It has been reviewed by Bobby and Steve and the bank is asking that you allow them to submit the letter of credit in their name instead of Mr. Mohammed prior to it getting recorded.

Commissioner Saylor: Steve?

Steve Sherwood: Yes. Bobby and I reviewed the street in question. It's basically constructed. The surety is for the amount to complete the remaining portion yet to be constructed. Namely the asphalt surface that has to be put down, some minor drainage, and signage. So we recommend approval of this amount to complete construction of that street.

Commissioner Saylor: Okay. Alright, do we 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).

(Lexington Subdivision, Lot 76, is located on Pages 18 through 19 of these Official Minutes)

BELL ROAD APARTMENTS PHASE I
PP-17-17

Sherri Rector: Okay, next item is Primary Plat 17-17, Bell Road Apartments, Phase I. And we do have a request from Glen Merritt from Cash Waggner that this be continued until your next meeting since they didn't get it in in time for Bobby to review. So just need to continue and be placed on the next agenda.

Commissioner Saylor: Do I need a motion for that?

Sherri Rector: Yes.

Steve Sherwood: Yes.

Commissioner Weisheit: I make a motion to allow that to continue.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Sherri Rector: Thank you, that's all I have.

Commissioner Saylor: Alright. Thank you, Sherri.

APPROVAL OF MINUTES
MARCH 12, 2018

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

Commissioner Johnson: Make a motion to approve.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

ITEMS FOR DISCUSSION
AWARDING BID FOR BLIGHT ELIMINATION PROJECT BID SET 7

Commissioner Saylor: Next item on the agenda is Debbie Bennett-Stearsman.

Roger Emmons: Mr. President, Debbie is unavailable today. Wylie Zeigler from the Coalition is here to present this issue on behalf of the Coalition.

Commissioner Saylor: Okay.

Wylie Zeigler: Yes, I'm Wylie Zeigler from the Economic Development Coalition. Debbie was here at your last meeting to, for the bid opening on the Bid Set 7 for the Blight Elimination Program properties. We, it is our recommendation that the Commissioners award Aigner Construction the contract with the lump sum bid of eighty-three thousand two hundred fifty dollars ($83,250.00).

Commissioner Saylor: Okay.

Roger Emmons: And I have four (4) original agreements for the Board's signatures. And I think Debbie was going, did you bring the one (1) signed by Mr. Aigner.

Wylie Zeigler: I didn't bring...

Roger Emmons: Okay.

Wylie Zeigler: I think it was her intention, we have a pre-demo conference scheduled on April 4th.

Roger Emmons: Oh, that's right. She's going to get it then.

Wylie Zeigler: So we're just going to take all four (4) over to them and get these back to you.

Roger Emmons: Gotcha.

Commissioner Weisheit: I'll make a motion to award the bid to Aigner Construction for eighty-three thousand two-fifty ($83,250.00) on the Bid Set 7. He was our low bidder.

Commissioner Johnson: I second that.

Commissioner Saylor: Have a first and a second. Any discussion? All in favor?

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Wylie Zeigler: Thank you.

Commissioner Saylor: Thank you very much.

Wylie Zeigler: I have a certified bid tab for you to sign.

Commissioner Saylor: Okay.

Wylie Zeigler: (Inaudible).

Roger Emmons: You want to stay 'til after they sign? We shouldn't be here that long. Thank you very much, Wylie.

Wylie Zeigler: Thank you.

Commissioner Saylor: Thank you.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
MINUTES MEMORANDUM AND CERTIFICATION
MARCH 8, 2018 EXECUTIVE SESSION

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

Roger Emmons: Thank you, Mr. President. First item is the Minutes Memorandum and Certification for your March 8, 2018 Executive Session. The memo includes the date, the times it started and ended, attendees. It certifies that no subject matters were discussed other than that which was published in the post.

Commissioner Weisheit: Motion to approve

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(March 8, 2018 Executive Session is located on Page 19 of these Official Minutes)

REQUEST TO USE COUNTY ROADS FOR 2018 AUTISM 5K RUN AND 1 MILE WALK

Roger Emmons: Next item, Request to Use County Roads for the 2018 Autism 5K Run and 1 Mile Walk. I, I gave, I cc'd you on my March 19th email to Chris Hubbard. He's the race Director of Operations. And it starts and ends at the Warrick County 4-H Center. They go out on Roth Road a little bit north to Degonia, east to the turnaround near the Two Story Road intersection, and back to the beginning. This year they're expecting at least eight hundred (800) participants. And I'm not aware of any problems. Sheriff, you know, I really think this may be only their second as far as the Autism. But Chris Hubbard, I asked him today when I was going to get the Certificate of Liability Insurance, and their waiver release form which was provided last year. Right before I came to the meeting, their insurance person said that their renewal doesn't start 'til April 1st. So as soon as that date rolls around, they will present the certificate. I would recommend you approve it subject to me receiving those items.

Commissioner Saylor: Okay, do I have a motion?

Commissioner Weisheit: I make a motion to approve as long as Roger gets the certificate of insurance and everything he needs.

Commissioner Johnson: And I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you, gentlemen.

APPROVAL OF UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENTS FOR THE REDEVELOPMENT COMMISSION

Roger Emmons: Next item is approval of Uniform Conflict of Interest Disclosure Statements for Redevelopment Commission Members. March 19th, I sent the email to Susie about this item. These are for Jerry Aigner and Randall Pemberton. And we received those from RDC attorney Herb Davis. They're ready for approval by motion and the Board's signature.

Commissioner Saylor: Okay. Do I have a motion?

Commissioner Johnson: Make a motion to approve the Uniform Conflict of Interest Disclosure Statements.

Commissioner Saylor: And a 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).

Roger Emmons: Thank you.

(Conflict of Interest Disclosure Statements are located on Pages 20 through 22 of these Official Minutes)

APPROVE FIXED ASSET NOTIFICATION FORM 2018 VERMEER VAC-TRON TRAILER MOUNTED VACUUM EXCAVATOR

Roger Emmons: Next item is to approve the Fixed Asset Notification Form for a 2018 Vermeer Vac-Tron Trailer Mounted Vacuum Excavator purchased with the Storm Water funds. March 20th, I cc'd you regarding this item. It's ready for your approval by motion and Dan's signature.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: Make a motion...

Commissioner Johnson: Motion to...

Commissioner Weisheit: To approve.

Commissioner Johnson: Second.

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

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(Vermeer Vac-Tron Trailer Fixed Asset Notification Form is located on Page 26 of these Official Minutes)

APPROVE PRIMARY AND GENERAL ELECTIONS POLLING SITES

Roger Emmons: Next item is to approve the Primary and General Election Polling Sites. We have fifty-nine (59) precincts. And does anyone in the audience want me to read these into the minutes? Or I can give them to Kristine for official records. I mean I'll read them if everybody wants me too, but it will take a while.

Commissioner Weisheit: Be glad to give anybody a copy that wants them today though.

Roger Emmons: Right, right. They'll be, they'll be posted and put in the paper.

Commissioner Saylor: Okay.

Roger Emmons: So we just need a motion to approve those.

Commissioner Johnson: Make a motion to approve the Primary and General Election polling sites.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you, gentlemen.

CONTRACT WITH MOUNTS ELECTRIC FOR TRAFFIC SIGNAL MAINTENANCE

Roger Emmons: One (1) last item that I discussed, briefly, is the, the Mounts Traffic Signal Maintenance Agreement, with Mounts Electric. You could approve it today subject to Counsel's review and approval. Or you could table it to either April 9th or April 23rd. It expires on April 30th. So if you waited 'til the 26th, you're good. It's a two (2) year agreement with a five percent (5%) increase in labor. I, I emailed you a copy of that and I also sent a copy to Steve and Bobby and Todd and John.

Commissioner Weisheit: You guys okay with it?

Steve Sherwood: Traditionally who we've used since I've been here. And they're probably pretty much the only game in town.

Roger Emmons: INDOT uses Mounts Electric as well (inaudible).

Todd Glass: And review of the contract will be easy. We'll have that done in the morning. And unless there's any problems with it (inaudible).

Roger Emmons: Yeah, I didn't notice any looking through it myself.

Todd Glass: It's, it's probably the same or very similar to last year's.

Roger Emmons: (Inaudible).

Commissioner Saylor: Can we approve it today on your…?

Todd Glass: Yes, yes, conditional upon final Counsel approval.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I'll make that motion.

Commissioner Saylor: Second?

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you, gentlemen. That's all I have for today.

Commissioner Saylor: Thank you.

(Mounts Electric Contract is located on Pages 27 through 29 of these Official Minutes)

COUNTY ATTORNEY
WARRICK HISTORIC JAIL EXTERIOR STABILIZATION AND RESTORATION PROJECT CONTRACT WITH HAFER AND ASSOCIATES

Commissioner Saylor: Alright, our County Attorney, Mr. Glass.

Todd Glass: Yes, Sir. Thank you, Mr. President. On the Warrick Historic Jail Exterior Stabilization and Restoration Project the contract with Hafer. That hasn't been advanced any further. But with Roger's suggestion, we're going to try to set up a meeting with Hafer and go through that. Because there's just too many questions I have to make a recommendation at this point in time. But if, if the Commissioners are willing to table this to the next meeting, with Roger's help, we can get that done.

Commissioner Weisheit: I make a motion to table.

Commissioner Saylor: Is there a second?

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. President.

CONTRACT FOR CENTRALIZED COUNTY SERVER AND END USER LICENSE AGREEMENT NUTANIX

Todd Glass: And on the Contract for a Centralized County Server, I have the End User License Agreement with Nutanix. Nothing out of the ordinary on it, again from a legal perspective. It's as good as it gets with an End User License Agreement. I believe it's for software. I'm not quite aware of what else it is.

Commissioner Johnson: It's a server and software. It's the whole complete package.

Todd Glass: Really? It just seems to reference software, but...

Roger Emmons: Last time the Commissioners, especially Bob, had questions about it. I think Doug has spoken to the Board and at least satisfied Bob.

Todd Glass: There, there's nothing to recommend different from a legal standpoint as to the contract. It can be ent...approved and entered into by the Commissioners if you wish.

Commissioner Johnson: I make a motion we approve the Nutanix End User License Agreement.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: And Roger, I'll probably have to send that to you. Do you have that contract?

Roger Emmons: I may.

Todd Glass: Well, I'll do it first thing in the morning.

Roger Emmons: Okay.

Todd Glass: Cause I didn't bring it with me, today.

(Nutanix End User License Agreement is located on Pages 30 through 32 of these Official Minutes)

NUISANCE ORDINANCE 2018-07 FIRST READING

Todd Glass: Mr. President, we have in front of the Board for First Reading and consideration, Ordinance adopting a new chapter in the Warrick County Code of Ordinances regarding public nuisances. We need...?

Kristine Georges: That'd be Ordinance 2018-07.

Roger Emmons: Oh.

Todd Glass: 2018-07, Mr. President, if I may, I could briefly explain the content and purpose of the Ordinance?

Commissioner Saylor: I think that would be great.

Todd Glass: In response to the complaints the Commissioners have been receiving, we've considered for quite some, for quite some time, several months now, the proper way to address this growing concern and the proposed Ordinance you have in front of you today has two (2) purposes. Primarily it's to address the removal of weeds and rank vegetation as those terms are defined by Indiana State Statute. In addition to providing for the public health, safety, and welfare as it relates to garbage and junk being collected on real estate parcels. So it's, it's a two (2) fold problem and this Ordinance attempts to address both of them. The weeds and rank vegetation component to the Ordinance is meant to coordinate and complement the work that the Township Trustees in Warrick County do in that feel. It's meant to assist them and provide them another resource through the County to address the issue of weeds and rank vegetation, and those terms are defined. And those, as you well know, Commissioners, deal with weeds and grass and rank vegetation that goes untended and uncared for, through, over significant periods of time. And this Ordinance gives the Commissioners the ability to assist the Trustees in that challenge. Secondly, it addresses the junk and trash and garbage issue. And what you're trying to do with the language before you is deal with wrecked and inoperable vehicles, parts of vehicles, scrap iron, and other junk and garbage including dismantled household appliances and parts, whether inoperable or operable. And what we have placed in this Ordinance, Mr. President, is a process that attempts to provide the County with a useful resource to address the problem while at the same time giving property owners every

ability to address the issue themselves. So the process if I can just summarize provides for violations to be reported to the County Administrator's Office with a form that will be provided. And that can be done by any resident of the County. Upon receipt of a violation report the County Commissioner whose District the violation is located or his or her designee which can be a Highway Supervisor or other County employee, will attempt to inspect the property to determine whether or not the violation has occurred. If that has happened then the Commissioners will issue a written notice officially notifying the property owner of a violation of this chapter and that they have seven (7) days to mitigate the alleged nuisance. We get actual service on the individual property owner at that point in time through either personal service or certified mail. So there's actual, real service provided to the property owner at that point in time. And you can't proceed further unless we do that. So that, that's an attempt to make sure that that notice occurs. The person who has received the violation notice can appeal that to you simply by communicating to the Administrator and the County Commissioners that they wish to appeal that and they're given that opportunity. If that doesn't happen, it provides the County with the ability to abate the nuisance and you will do that by selecting private vendors that will provide that service to the County. Upon completion of the abatement, then you will send a certified statement to the property owner as to the cost that the County has incurred in abating the nuisance. The property owner, Mr. President, lastly also has an ability to appeal that cost, assessment for the price of abating the nuisance. If the owner fails to pay that abatement expenses and other administrative costs within seven (7) days, it can then be certified to the County Auditor to place on the tax duplicate for the property at issue and may be collected in the same manner as delinquent taxes. Furthermore, the property owner, Mr. President, still has yet another ability to appeal that result through you. So I believe we've got every protection possible in the Ordinance to give the residents of the County assurances that the procedure is fair and reasonable and it is cognizant of their ability to be heard on the problem. County Ordinance 2018-07 is summarized in that fashion for the creation of a definition of a County public nuisance and a process to abate that nuisance and is available to you and the Board, Mr. President, to approve at First Reading. Second and Third Reading would then be scheduled for the next meeting.

Commissioner Saylor: Okay.

Todd Glass: Certainly, if there's any questions regarding the content or the process, I'm happy to attempt to answer those.

Commissioner Saylor: Well, one (1), I'd like to just to speak a little bit on this. I, I appreciate your effort on drafting this. I know it's been, we've been working on this for quite some time. We wanted an Ordinance that was fair and gives the residents a chance to appeal and, and I think we have that. We also, this has been kind of cleaned up, these types of residences have been cleaned up by the County before and, and the burden has fell on the taxpayers of this County, which I don't think is fair. So this allows the burden to be put back on the person that's causing the issue. And the other, the other thing, why I think this is important is because you, you live in an area, and you have one (1) house that is, is not keeping up, you know, having trash and all kind of different stuff in there that devaluing the houses that are neighboring it. And they have no avenue to, to alleviate that problem. So I think that's where government can come in, this body can come in and kind of help. So that's why I think it's important, that, that's the main reason why I, you know, I don't think people should lose value of their home because somebody has an engine half taken apart out in their front yard. That's just, that's just my thoughts. Commissioners? Anybody else?

Commissioner Weisheit: Well needed. This is my eighth year as a Commissioner. We've been dealing with this for well before I was a Commissioner, and finally we got to a point where we have something we think's going to work. Be practical for everybody.

Commissioner Johnson: I agree and some of the, some of the places I've seen and had to deal with through the APC are, they're, you know, they're health hazards and lots of instances are, and some of it are chemicals and things laying out so I would...

Todd Glass: If I may add, if I may interrupt, Mr. Commissioner, I would also mention your Ordinance in front of you has been fashioned after other nuisance Ordinances throughout the State. So it, it, it has, Mr. President, you mentioned, that it hasn't been fallen into haphazardly, but very deliberately the type of process that's before you. And I'd also mention that the resident shouldn't be concerned that it is any threat to their rights to enjoy their property, because a nuisance is a very specific thing. It's something that is injurious to health, indecent, offensive, and is so offensive that it interferes with a comfortable enjoyment of life and property. So you're not talking about any minor complaint here. You're talking about the real problems that you've been trying address as a Board and you didn't have the resources to do so. And this provides it.

Commissioner Saylor: Well, and like I said, it's, this is something that hasn't been taken lightly. We've worked on this. We've had meetings with Trustees and the Commissioners. And different ideas and have instructed the Counsel to go back and relook at things and look at some more things. So like I said, it's not been taken lightly, but we feel that it's important law to have on the books. So with that being said, do I have a motion to approve Nuisance Ordinance 2018-07 on First Reading?

Commissioner Johnson: I make a motion to approve Ordinance 2018-07 on First Reading.

Commissioner Saylor: Do I have a second?

Commissioner Weisheit: Second.

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

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. President. We'll bring that back for Second and Third Reading at your next meeting.

UPDATE ON THE INTERLOCAL AGREEMENT WITH THE CITY OF BOONVILLE ON THE COURTHOUSE SQUARE IMPROVEMENTS AND THE GUARANTEED SAVINGS CONTRACT WITH ESG

Todd Glass: And I would mention if I may, the next meeting we should have more information back on the Interlocal Agreement with the City of Boonville for the Courthouse Square improvements. And also we need to address the Guaranteed Savings Contract with ESG and I'll get both of those on the agenda for the next meeting.

Commissioner Saylor: Okay. Is that it?

Todd Glass: Yes, Sir.

Commissioner Saylor: Thank you.

COUNTY AUDITOR NON-CERTIFIED CLAIMS

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

Auditor Stevens: Alright, thank you. Debbie Stevens, Warrick County Auditor. I have four (4) personal reimbursements. These are on the Non-Certified Claims that include sales tax. In each instance, the sales tax could have been avoided. I'm willing to do a little more education on that with our, or review with all the Department Heads and Office Holders, send out the ST-105's again if, if you can support me on having those reimbursed to the taxpayers for sales tax. These particular Claims are yours to do with today what you please. So you got, you have those and you've reviewed the sales tax on those Claims, correct?

Commissioner Saylor: Debbie, have you asked them to see if they can go back and take the tax exempt form back and get a re...?

Auditor Stevens: You know, I have not. I feel like we've communicated and sent the ST-105's out over and over and given process to have sales tax removed. If you would like for me to, I'm happy to do that. We can just remove these four (4) and maybe see if we can get those...

Commissioner Saylor: Would you mind doing that? Thank you.

Auditor Stevens: I, I'm happy to. Sure.

Commissioner Saylor: Okay, great, thank you.

Auditor Stevens: Alright. And then other Claims for Non-Certified, this was the McKesson purchases of diapers that were being drop-shipped third party. I think I've gotten some communication that, that you'd taken care of that? But this particular Claim is up to you whether to approve or not.

Commissioner Saylor: I think, Debbie, that Commissioner Johnson is, has addressed that with our Health Department.

Commissioner Johnson: And it should not happen again.

Auditor Stevens: Okay. So there's hopefully the last one (1) for you to approve today.

Commissioner Saylor: Hopefully so.

Auditor Stevens: PC Quest, again another bit of work with PC Quest. No contract in place for PC Quest. And then Alstadt and Office Depot just personal type purchases. Water, forks, that type, that type of thing...

Roger Emmons: What's the total of the Non-Certifieds?

Auditor Stevens: Seven hundred seventy-three dollars and forty-eight cents ($773.48).

Roger Emmons: Thank you.

Commissioner Weisheit: Make a motion to pay the Non-Certified, seven-seventy-three-forty-eight ($773.48).

Commissioner Saylor: Do I have a second?

Commissioner Johnson: Second.

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

Commissioner Weisheit and Commissioner Johnson: Aye.

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

Auditor Stevens: Thank you.

(Non-Certified Claims are located on Page 32 of these Official Minutes)

CERTIFIED CLAIMS

Auditor Stevens: On Certified Claims, five hundred fifty-three thousand three hundred nine dollars and fifty-four cents ($553,309.54).

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: Make a motion to pay the Certified Claims, five-fifty-three-three-'o-nine-fifty-four ($553,309.54).

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).

Auditor Stevens: Thank you.

Commissioner Saylor: Thank you, Debbie.

Commissioner Weisheit: Thank you.

Auditor Stevens: That's it.

Commissioner Saylor: Okay.

(Certified Claims are located on Pages 22 through 24 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
WARRICK TRAILS LPA CONSULTING CONTRACT
SUPPLEMENT 1

Commissioner Saylor: County Highway Engineer, Bobby Howard is not, not here. He's on vacation. So Steve Sherwood, the Assistant.

Steve Sherwood: Steve Sherwood, Assistant Engineer. First item I have is a LPA Consulting Contract, Supplemental 1, for the Warrick Trails Safe Routes to School. Todd, do you have any other questions, comments regarding this before I proposed it to the Board for their approval and signatures?

Todd Glass: No, it's in proper form, Mr. President, for signature by all three (3) Commissioners and attested by the Auditor.

Commissioner Weisheit: You need a motion on that, Steve?

Commissioner Saylor: Motion?

Steve Sherwood: Yes, Sir.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: I make a motion to approve the Warrick Trails SRTS, LPA Consulting Contract, Supplement 1.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson and Commissioner Saylor: Aye.

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

(Warrick Trails LPA Consulting Contract, Supplement 1, is located on Pages 24 through 25 of these Official Minutes)

RAILROAD GRADE CROSSING FUND GRANT
AMENDMENT 1

Steve Sherwood: Second item I have for the Board's consideration is the Railroad Grade Crossing Fund Grant, Amendment 1. This is an extension of the current contract as I understand it. And again I'll ask Counsel if he has any other additional comments?

Todd Glass: This appears just to be extending the term to September 30, 2018, and merely requires the signature upon approval of the Board of the Board President and the Auditor.

Commissioner Saylor: Do I have a motion to approve the Crossing Fund Grant, Amendment 1?

Commissioner Johnson: Make a motion to approve the Railroad Grade Crossing Grant.

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).

(Railroad Grade Crossing Fund Grant, Amendment 1, is located on Pages 25 through 26 of these Official Minutes)

LETTER OF CREDIT FOR ARBOR POINTE TO BE SPENT IN DEFAULT

Steve Sherwood: One (1) other item if I may. In speaking with the Auditor, we have a, an irrevocable letter of credit that's been collected through the Planning Commission for non-compliance. Improvements that have not been finished in Arbor Pointe Subdivision. That money is for finishing streets and sidewalks. We discussed this right before the meeting, so I failed to have the amount, but the amount that's been in collection and the record should be around seventy thousand dollars ($70,000.00) plus that we are holding through the Planning Commission. This money is to be spent in that development. In the default of this money by the developer, we're prepared now to complete the sidewalks. We have an estimate of approximately two thousand (2,000) lineal feet of sidewalk and a proposal from a contractor to finish those sidewalks for less than that amount of seventy thousand dollars ($70,000.00). That'll still leave about twenty thousand some dollars ($20,000.00) left for any other improvements for the default of those improvements. I would like permission by the Board to enter that into record and approve us completing those sidewalks. And Debbie, if you have any other comments as to why we need to cite that so the Board understands. It's basically money that should be sitting in there.

Auditor Stevens: Right. It's in, it's currently in escrow.

Steve Sherwood: But we would like to have the Board's approval so there's no issues with it for future documentation.

Auditor Stevens: Correct.

Commissioner Saylor: (Inaudible) motion?

Steve Sherwood: (Inaudible).

Auditor Stevens: Um hum.

Todd Glass: Yes, may I ask how the contractor was selected?

Steve Sherwood: We've, won a bidding process between two (2) contractors. JBI was the selected contractor. They were just a few thousand dollars, I think about four thousand dollars ($4,000.00) more than the other, but we feel we're going to get a reliable product and anticipate our current timeline. The other contractor was not, what do you say, responsive in supplying the necessary documents and information for our requests.

Roger Emmons: You only got two (2)?

Steve Sherwood: That's all we could get to bid on it.

Roger Emmons: Cause you need to get three (3) in that, you know, you're talking fifty thousand ($50,000.00). I think Joe would advise that Statute says three (3) quotes. But if you don't have any other (inaudible).

Steve Sherwood: It's all we could find that was interested in bidding on it.

Commissioner Saylor: Counselor?

Todd Glass: Um...

Commissioner Weisheit: I'm sure those folks are wanting their sidewalks in.

Todd Glass: Right, it, it, it sounds like the County Engineer has attempted to obtain the three (3) quotes and there's an exception in the Statute that if you can't find enough to quote a particular project that they've got. And it sounds like they've got quotes and they analyzed those quotes and they've made a recommendation, which sounds to be compliant to the Statute.

Steve Sherwood: Yes.

Commissioner Saylor: Steve, were, were the, did you have to write specs for this? Or is this, or did they have to follow what's in the Subdivision Ordinance?

Steve Sherwood: We basically took the Subdivision Ordinance specifications and sent those out and prepared them accordingly. Basically from the approved street plans that were basically delinquent and not constructed, we used that information to compile the bid spec.

Commissioner Saylor: Okay.

Commissioner Johnson: Is this the addition that we've been getting some talking points on about people have went out there and they've laid sod and, where these sidewalks are gonna go?

Steve Sherwood: This is the section in Arbor Pointe on the north side of the Warrick Trails across the north of the apartments and just on the east of Grimm Road. But this is the north part of Arbor Pointe on the north side of Warrick Trail. Now that all the homes and townhouses or condos have been constructed, this is the remaining item to be built. If you recall we spent some of a letter of credit on some of the paving improvements on the west side that was done before the majority of this Board. Marlin may be familiar with some of that. And some of the roads that were built were vacated and tore up with, with the construction of the current Warrick Trail and they had to reconfigure the roads to access the north side of Warrick Trail from the recent Warrick Trail construction through the Economic Development Funds.

Commissioner Saylor: So we approve this by motion?

Todd Glass: Yes, Sir.

Commissioner Weisheit: I make a motion to approve Steve's request.

Commissioner Johnson: I second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Steve Sherwood: That's all the information I have. Thank you.

Commissioner Saylor: Thank you, Steve.

COUNTY PURCHASING
HIGHWAY DEPARTMENT PURCHASE OF NEW PICKUP TRUCKS

Commissioner Saylor: Next item up is our County Purchasing Agent. Joe?

Joe Grassman: Joe Grassman, Purchasing Manager. First item I have for the Board is the bidding out of three (3) new trucks for the Highway Department as per the request of the Highway Department Superintendent Administrator, Bobby Howard. We bid, bid out, I think we sent out six (6) invitations to bid. We received three (3) back. One (1) from a Chevy dealer, one (1) from a Ford, and one (1) from a Dodge. The Dodge dealership, Sternberg was the lowest bidder and pursuant to the Code that we mentioned in the bid, invitation to bid, the Code, Indiana Code 5-22-8-3 the award for these, this particular item, these three (3) trucks, is to be made to the lowest bidder, responsible, responsive bidder. That would be Sternberg Dodge Chrysler. So my recommendation is that if we're gonna buy these trucks that you buy them from Sternberg as per the invitation to bid and their response being the lowest bid. What, by the way, let me give those prices. The, Sternberg, there's, let me do it this way. Law Chevrolet had a total net price that would include their price for the vehicles less the trade in value they offer for the two (2) trucks we were trading in. Total net price, ninety-six thousand three hundred forty-five ($96,345.00), which is thirty-two thousand one-one-five ($32,115.00) per vehicle. D-Patrick, we bid a three quarter (3/4) ton truck and they bid a half (1/2) ton truck. So this really is just kind of not even in the ballpark. But they bid eighty-nine thousand nine-ninety-two ($89,992.00) for a half (1/2) ton which was not compliant with our specs which was a net price of twenty-nine thousand nine-ninety-seven ($29,997.00) per truck. Sternberg, Bobby didn't want to take advantage of the trade-ins. Even at that, Sternberg's was still lower than anybody else with a total price of eighty-eight thousand nine-sixty-two ($88,962.00) or twenty-nine thousand six hundred and fifty-four dollars ($29,654.00) per vehicle.

Steve Sherwood: And Sternberg's was for a three quarter (3/4) ton?

Joe Grassman: Yes. We, we checked Sternberg's bid very closely and they were compliant with all the specifications.

Commissioner Saylor: And he has his money in the budget, this is (inaudible)?

Steve Sherwood: Yes, I believe he would like to keep the other two (2) vehicles and use them within the fleet. That's why he did not want to trade those in.

Commissioner Weisheit: Yeah, we've got some vehicles out there that's beyond trading. Maybe we can put them on a County auction after he gets done sorting out where they go. But I'd make a motion to approve the Sternberg quote for the Dodge three quarter (3/4) ton, for the three (3) trucks of eighty-eight thousand nine-sixty-two ($88,962.00). Was that it?

Steve Sherwood: Yep.

Commissioner Weisheit: Eighty-eight-nine-sixty-two ($88,962.00).

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).

Joe Grassman: You're correct. Thank you.

(Bids for New Trucks for the Highway Department are located on Pages 32 through 33 of these Official Minutes)

OLD COURTHOUSE CUSTODIAL SERVICE QUOTES

Joe Grassman: Second item on the agenda for me is, the Board requested that I get proposals to privatize the custodial service here in the Old Courthouse. I have received three (3) particular responses from three (3) vendors. This was bid as a request for proposal pursuant to Indiana Code 5-22-9. That being said, the, the award of this particular service is, will be awarded to the responsible offer or bidder. These proposals determined in writing to be the most advantageous to the governmental body taking into consideration price and all other evaluation factors. So what I'm going to do, I don't know that I'm going to read the prices. I'm going to open them and tell you who these are from, ask you to take them under advisement. Because you the board are going to have to view each one (1) of these and, and choose the one (1) that you think is the best for the County. And I know and the reason I don't want to read the prices, cause I know that this is not necessarily a done deal. This is kind of a, we're kind of searching here, doing some checking, doing some research. And if you decide not to do it at all, well then the prices aren't out there, or if you decide to have it rebid, those prices aren't floating around for everybody to take advantage of. So I'm going to ask you to take these under advisement. I'm going to open these three (3) bids, tell you who they're from. All these, all three (3) of these individuals or these vendors came here, did a walkthrough, so they're very familiar with what it is we're asking of them. We've got a quote or proposal here from Kleenco. Owner Patrick Thompson here in Newburgh, Indiana. Kleenco, or Kleenco, I guess. K-l-e-e-n-c-o. Kleenco Cleaning Service, Incorporated.

Commissioner Saylor: Patrick Thompson?

Joe Grassman: Patrick Thompson, yes. Second bid is from Jani-Klean. That's J-a-n-i- Klean, K-l-e-a-n, Incorporated. They're in Evansville. This is from Holly Riedel, she's the Vice President of sales. I think she's the lady that came up and actually did the walk through with me in the, so she's got a good idea what, what we were going to need, request. Third bid from, this would be from J, the letter J-4 Professional Cleaning Systems. Robin Steele the Office Manager sent me this. I'm sure the information, we asked for the information on owners and everything. That would be in this invi...in the proposal so we can look at that later.

Commissioner Saylor: Where are they? Are they out of Warrick County or Vanderburgh? Sorry.

Joe Grassman: Let me, I'm pretty, they're, hang on a second. This Robin Steele is, gives me a Boonville address actually. A Boonville, PO Box.

Commissioner Saylor: So, Warrick you think?

Joe Grassman: Let me just, I'll be able, I'll tell you in just one (1) second.

Roger Emmons: Was the first one (1) Newburgh or Warrick County?

Commissioner Saylor: Um hum. Kleenco was Newburgh.

Roger Emmons: Okay.

Joe Grassman: Okay, Jody Jones, Jody K. Jones would be, I'm pretty sure he's the owner. They're giving me a vendor address, a PO Box in Boonville.

Commissioner Saylor: Okay.

Joe Grassman: So that's the three (3) proposals, like I said, like, if you would take them under advisement. I'll get copies to all three (3) of you. Roger probably needs to be involved in this. We need to look at them and I'll make, I'll make a recommendation.

Commissioner Saylor: Do we have a motion?

Commissioner Johnson: Make a motion to take under advisement the Courthouse custodial services quotes.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye, motion carries three, zero (2-0).

JUDICIAL CENTER ROOF REPAIR QUOTES

Joe Grassman: Third item I have are requested sealed quotes from area vendors to repair the roof, north side roof of the Judicial Center which we've had problems with for many, many years. I wrote into the scope of work and into the award the determination that this project will be awarded, and I'm, this, I'm reading right from the invitation to quote, not necessarily to the lowest quote but to the quote that the Commissioners feel's the one (1) that they think is the best solution for the problem and therefore will be in the best interest of the County. The reason I did that is because we've done the low bid one (1) on that roof, you know, several times. And Roger can vow to that and it still leaks. So we want to try and get it done right. And so we're, we're, we're gonna give it, we're gonna try it this way. So again, I will open these three (3). I'll probably go ahead, I could probably go ahead and ready the, you're pretty surely going to do this one (1) I would assume. So, you will have to, I'll ask you again to take these under evaluation because, under

advisement because you're going to have to look at them and choose the one (1) you think is the best. Do I, I don't have to read the prices, do I, necessarily?

Todd Glass: You don't have to, but if, if you have a total that you've asked to be quoted it would be good to read that.

Joe Grassman: Okay. I did ask that so, the first response is from D & M Construction. D & M Construction, they're in Chandler. They've been a trusted, he was in my office today and brought this in. And it's quite extensive what he intends to do. So don't be shocked by the price. The amount is fifty thou...fifty seven thousand seven hundred and forty-two dollars ($57,742.00) for this particular quote, proposal.

Roger Emmons: I'm shocked.

Joe Grassman: Well, that's not just slapping on some tin.

Roger Emmons: (Inaudible) proposal.

Joe Grassman: He's going to re...redo the whole wall. I mean, not take every brick off. But he, it's a long and involved, I'll discuss it with you later. But it's going to involve a lot of labor. The second quote is from Embry Roofing. Embry, Embry bids, their quote's seven thousand two hundred dollars ($7,200.00), seven thousand two hundred dollars ($7,200.00).

Commissioner Saylor: Where are they out of, Joe?

Joe Grassman: Embry's out of...

Commissioner Saylor: Evansville?

Joe Grassman: No.

Commissioner Weisheit: They're here.

Joe Grassman: They're in Boonville, right?

Roger Emmons: Yeah, Newburgh maybe?

Joe Grassman: Boonville, Newburgh. They've had, they've had some experience with the roof. As a matter of fact, they were the last ones to work on it. The third bid is from Hi-Tech Sheet Metal, Chandler, Indiana. Okay. Hi-Tech Sheet Metal quote is thirty-eight thousand one hundred and twenty-five dollars ($38,125.00). Thirty-eight thousand one-twenty-five ($38,125.00). Again I ask you take them under advisement. I'll give you copies for you to review.

Commissioner Saylor: Okay.

Joe Grassman: And then you can make a decision.

Commissioner Saylor: I know that something has to be done. Cause we're getting water in the building because of it...

Joe Grassman: Yeah.

Commissioner Saylor: In the Clerk's office. Alright, do I have a motion?

Commissioner Weisheit: Make a motion to take them under advisement so we can decide which way to go.

Commissioner Saylor: Second?

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). Thank you, Joe.

Commissioner Weisheit: Thank you, Joe.

Commissioner Johnson: Thanks, Joe.

DECLARE HEALTH DEPARTMENT FREEZER SURPLUS

Joe Grassman: Can I ask you, can I add, ask you one (1) more thing?

Commissioner Saylor: Yeah.

Joe Grassman: It's not on the agenda.

Commissioner Saylor: Yeah.

Joe Grassman: Okay. I sent you something earlier about this. There is an Amana (inaudible) Cool Air freezer from

Commissioner Weisheit: I guess the Health Department is done with that cooler, aren't they? My understanding was that they was going to keep it to make sure the one (1) they got was working right.

Joe Grassman: I think so.

Roger Emmons: Well, the one (1) that they took out has a leak somewhere inside it. No telling how much, what it's going to take to find it and repair it. So.

Joe Grassman: I got ahold of one (1) of our heating and air vendors and asked him, he'll give us, give me an estimate so we know kind of what the value, she bought it, it was thirty-eight hundred dollars ($3,800.00) new in 2008 online. They're two thousand ($2,000.00), twenty-two thousand dollars ($2,200.00) new online these days. So you know, it's got some value. I don't know what it, you know if, if it's, if it's a leak in the coil, to me that sounds pretty simple to repair. Not a, it's not an evaporator or condenser or anything like that.

Commissioner Johnson: You've just got to find it.

Joe Grassman: Just got to find...

Commissioner Weisheit: Well, it needs to be moved out of that area that's for sure.

Commissioner Saylor: Yeah. That's not a good area.

Commissioner Weisheit: I don't know why everything ends up in the hallway and the doorways. But it's got to stop. And it needs to move. So, maybe we could roll it back in the center and get it moved. But if we can declare it surplus today, I'd make a motion to declare it surplus so that at least we can get it disposed of properly.

Commissioner Saylor: Is there, 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).

ROOF ON THE BOONVILLE EMS STATION

Commissioner Weisheit: One (1) thing while Joe's here, Roger, did we ever decide on the EMS Station here in Boonville, what part of the roof we might need to get a bid on? Because I know, I know some of it had been replaced.

Roger Emmons: Right.

Commissioner Weisheit: I do want to follow up on that before we get to having any damage.

Roger Emmons: Brad took a good look at it and he feels just the, the main portion of the building needs to be reroofed.

Commissioner Weisheit: Yeah, that's what I was thinking. And I've went over and looked at it. It's, it's lost shingles and we've made some patches.

Roger Emmons: You know, it's been on there a number of years. Over twenty (20) years I believe.

Commissioner Weisheit: Yeah, there's two (2) different sections there. The one (1) section might be alright.

Roger Emmons: Yeah, I think he said that one (1) might be okay.

Commissioner Weisheit: Joe, would you follow up on that with Brad.

Joe Grassman: Yeah.

Commissioner Weisheit: And at least, maybe we'll get some bids on that before the weather breaks here. Again I want to stay on top of that. We don't want that building to suffer any damage from having a leaky roof (inaudible). And we might be able to turn something into the insurance there. We've patched shingles from storm damage, Roger. We might, I know we have to have a pretty large claim, but that's a big building over there. So we might have some insurance claims there. Thank you.

Commissioner Saylor: Alright, is that it, Joe?

Joe Grassman: That's it.

Commissioner Saylor: Thank you.

Commissioner Johnson: Thanks, Joe.

Joe Grassman: You're welcome.

COUNTY SHERIFF
CULVERT AND SINKHOLES BETWEEN JAIL AND COURT SERVICES BUILDING

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

Sheriff Kruse: I have one (1) thing.

Steve Sherwood: We get these signed too. (Inaudible) two (2) copies.

Todd Glass: You may. Yeah, sure. (Inaudible).

Sheriff Kruse: Brett Kruse, Warrick County Sheriff. In between the Jail and Harbor House or old Harbor House, well now it's Court Services, is a waterway that was filled in a few years ago and I think what's happened is probably the bands that hold the sections of tile or culvert together have slipped and we've got some pretty big sink holes starting out there. I had Larry talk to, I told him to let Storm Water know about it. And I don't know what needs to be done with it, but I don't want to see it go too long or it's going to be an open creek in through there again.

Steve Sherwood: Right. If I recall, the current culvert was put in around the construction of the Jail in the 90's. Storm Water, I've asked them to send a video camera through it. Right now the video camera's down being repaired, being shipped back to us. In the meantime Sam is excavating the downhill portion from the end of the pipe so it will drain more freely. And the water that's trapped in it, it needs to come out before we can send the video camera up it. So as soon as we get an assessment on that, I'll report back to the Sheriff and to the Board. In the meantime, I've asked Sam to mark the holes that are visible on top before the grass grows up so nobody can step into them. So we should have them marked and ribboned and contained to prevent somebody through a storm, or someone falling in a storm sewer or a mower, whatever the case may be.

Sheriff Kruse: I just want to make sure...

Roger Emmons: (Inaudible) photos, right? Everybody?

Commissioner Weisheit: Yeah.

Steve Sherwood: Um hum.

Sheriff Kruse: I just wanted to make sure everybody was aware of it.

Commissioner Weisheit: Thank you. Thank you, Sheriff, for bringing that up. And, Steve, if you would have Sam and maybe check all that ground out there. Make sure it's draining properly and not holding any water so we can have everything dried out so it's a little easier to mow, bush hog or whatever. I know it's got some soft spots.

Sheriff Kruse: Yeah, (inaudible) this spring, it just went, or this winter.

Commissioner Weisheit: We need to make sure all of that area drains properly. And we still got some filling in to do for Animal Control behind there where they in the future want to build a barn. So we don't want to forget that, keep that on our list of things to do. Thank you, Sheriff.

Commissioner Saylor: Thank you, Sheriff.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: Next item, Commissioners, Items for Discussion. Mr. Weisheit?

Commissioner Weisheit: I have nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: Nothing, Sir.

Commissioner Saylor: I have nothing. So do I have a motion?

Commissioner Johnson: Motion to adjourn.

Commissioner Weisheit: Second.

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

Commissioner Weisheit and Commissioner Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:52 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

Extension of Surety

MORLEY
ARCHITECTS | ENGINEERING | ENVIRONMENTAL

812.464.9585 office 812.464.2514 fax
4000 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

3/20/18

March 9, 2018

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

Re: Waterstone Village – Section 4
Letter of Credit Extension and Renewal
Morley Project # 5255.4.001B

Dear Bobby,

On behalf of Maken Corporation, developer of Waterstone Village Section 4, we are requesting a one year extension. The original surety will expire on May 16, 2018. Due to a slow rate of lot sales, and that sidewalks cannot be built before house construction is done without damaging them during home construction, we are requesting that the surety be renewed and extended.

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

Sidewalks along lots: 57, 68

214.2 LF @ $12.00 $2,570.40

We recommend retaining the above-mentioned amount, which is also the amount of the expiring surety, to ensure that all of the sidewalks are completed.

Thank you,

Jeramy Elrod, Civil Staff Engineer

Enc.: Reduced Plat
Warrick APC Letter

cc: Warrick APC
Maken Corp
File

BOARD OF COMMISSIONERS:

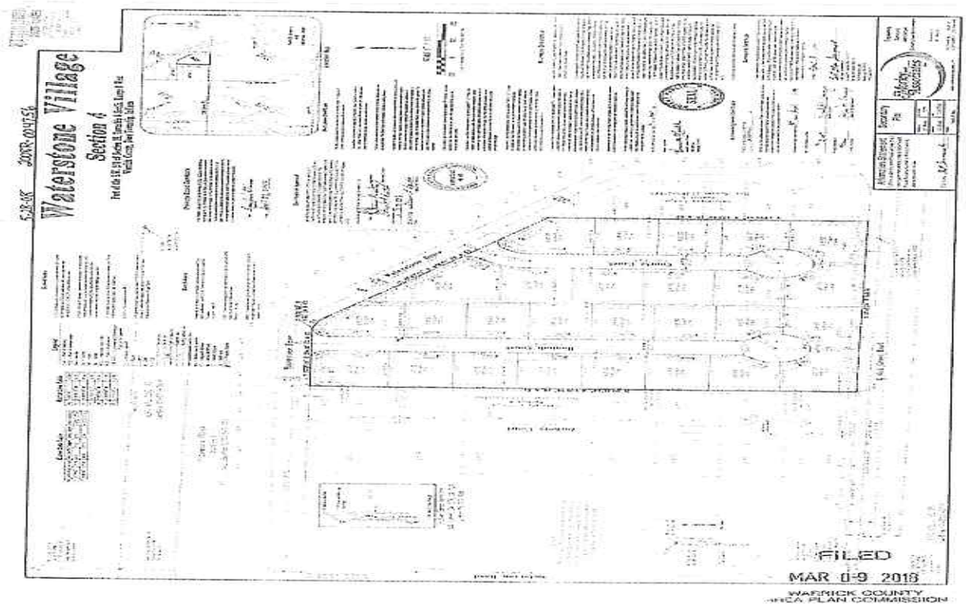
President

Member

Member

ATTEST:

Auditor



FILED
MAR 09 2018
WARRICK COUNTY
AREA PLAN COMMISSION

MORLEY
ARCHITECTS | ENGINEERING | ENVIRONMENTAL

812.464.9585 office 812.464.2514 fax
4000 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

March 9, 2018

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107 W Locust Street, Suite 208
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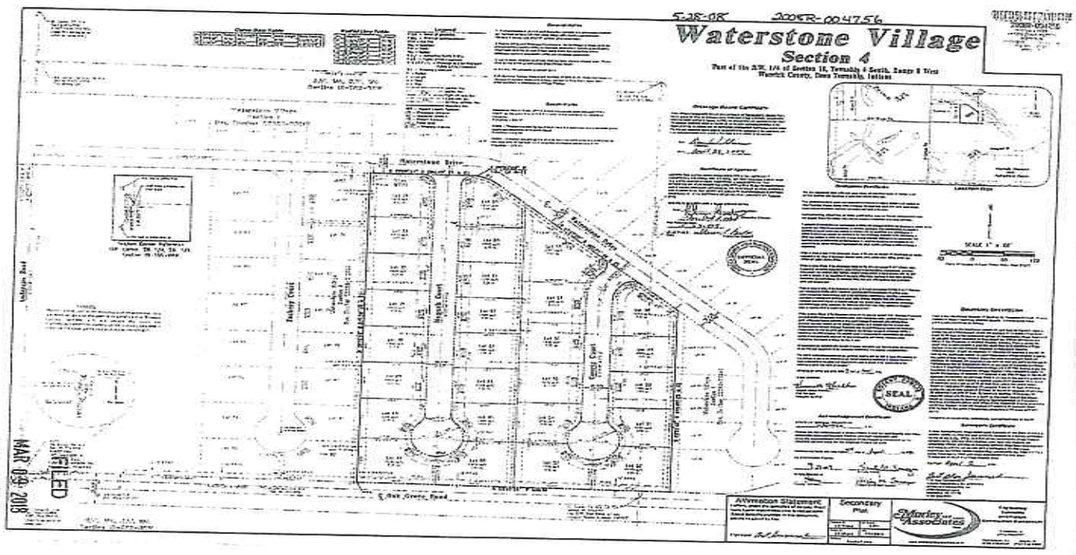
Enc.: Reduced Plat
Warrick APC Letter

cc: Warrick APC
Maken Corp
File

FILED
MAR 09 2018
WARRICK COUNTY
AREA PLAN COMMISSION



WARRICK COUNTY, INDIANA
Board of County Commissioners
Court House
Boonville, In 47601

CERTIFICATE OF COMPLIANCE
Plans and Specifications - Street Construction

Submission Date: January 29, 2018

Probable Start Construction: April 2, 2018

Probable Finish Construction: June 1st, 2018

Project Location: Replat of Lot 76 Lexington Subdivision

Project Location: (Subdivision name and general location)
0.08 acres West of Vanada Road

Describe in detail type of street construction:
Existing 339' feet of road (from west property line to center of Vanada Road) - installed base final surface. Minor reworking of the existing ditch south of the intersection of St. Clare and Vanada is required to facilitate drainage.

Drainage:

Ditch cleanout and sloping	125 lineal feet	$10.00 per lf	$1,250.00
	5000 sf	$1.10	$5500.00

Total $6750.00

Tsile
perforated piping 1 each $500 $1,500.00

Total $2000.00

Name of Street:	No. of Lineal Ft.		Est. Cost of Construction:
St. Clare Drive - final surface	339.0	@ $220.00	36,700.00
		@	
		@	
		@	
		@	
		@	
		@	
		@	
		@	

FILED
MAR 14 2018
WARRICK COUNTY
AREA PLAN COMMISSION

I/We: the owner/owners of the above named subdivision certify that the information given above is correct and I/We will build all named streets accordingly and in compliance with the plans and specifications as submitted and attached hereto.

Owner/Owners name: Nurahmed Mohammed (Typed)

Signature: Nurahmed Mohammed 3/1/18

Address: 3755 Taylor Drive, Newburgh, IN 47630

I certify that to the best of my knowledge and belief:

That these plans and specifications for this subdivision are in compliance with the Standards for road and street construction as setforth in the Subdivision Control Ordinance for Warrick County, Indiana.

That the plans and specifications as presented and attached hereto are under my dominion and control and were created by me and my employees.

Signature: Donald E. Gries

Typed Name: Donald E. Gries

Engineer ____ Licensed Land Surveyor X Ind. Reg. No. LS29900003

Address: 1133 W. Mill Rd, Evansville, IN 47710 Phone No. 812/424-2481

SEAL

I will perform reasonable and periodic inspection of this project during construction to determine that such construction is in accordance with the plans and specifications for this project as approved by the Board of County Commissioners, Warrick County, Indiana, and attached hereto.

Signature: Donald E. Gries

Typed Name: Donald E. Gries

Engineer ____ Licensed Land Surveyor X Ind. Reg. No. LS29900003

Address: 1133 W. Mill Rd, Evansville, IN 47710 Phone No. 812/424-2481

SEAL

REVIEWED BY: AREA PLAN COMMISSION

DATE: _____ COMMENTS _____

By: _____

REVIEWED BY: COUNTY ENGINEER

DATE: _____ COMMENTS _____

By: _____

(If needed additional space provided on back page)

I/We the owner/owners of the above named subdivision certify that the information given above is correct and I/We will build all named streets accordingly and in compliance with the plans and specifications as submitted and attached hereto.

Owner/Owners name MICHAEL CARTER, SENIOR VICE PRESIDENT (Typed)

Signature

Address P.O. Box 1111, Evansville, IN 47706-1111

I certify that to the best of my knowledge and belief:

That these plans and specifications for this subdivision are in compliance with the Standards for road and street construction as set forth in the Subdivision Control Ordinance for Warrick County, Indiana.

That the plans and specifications as presented and attached hereto are under my dominion and control and were created by me and my employees.

Signature

Typed Name Donald E. Gries

Engineer ___ Licensed Land Surveyor X Ind. Reg. No. LS29900003

Address 1133 W. Mill Rd, Evansville, IN 47710 Phone No. 812/424-2481

I will perform reasonable and periodic inspection of this project during construction to determine that such construction is in accordance with the plans and specifications for this project as approved by the Board of County Commissioners, Warrick County, Indiana, and attached hereto.

Signature

Typed Name Donald E. Gries

Engineer ___ Licensed Land Surveyor X Ind. Reg. No. LS29900003

Address 1133 W. Mill Rd, Evansville, IN 47710 Phone No. 812/424-2481

REVIEWED BY: AREA PLAN COMMISSION

DATE: COMMENTS

By:

REVIEWED BY: COUNTY ENGINEER

DATE: COMMENTS

By:

(If needed additional space provided on back page)

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS 26th DAY OF March 2018

PRESIDENT

MEMBER

MEMBER

ATTEST:

County Auditor

Additional Space for Comments:

Four (4) copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications for street construction shall be submitted to the Board of County Commissioners for approval. Approved copies shall be filed with the offices of the Area Plan Commission and the County Engineer. One copy shall be retained by the Licensed Land Surveyor or Engineer and the property owner shall receive a copy.

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

Dan Saylor *Bob Johnson* *Marlin Weisheit*

MINUTES MEMORANDUM – EXECUTIVE SESSION
March 8, 2018 at 5:00 p.m.

The Warrick County Board of Commissioners met in Executive Session on Thursday, March 8, 2018, which was held as allowed under Indiana Code 5-14-1.5-6.1:

(4) Interviews and negotiations with industrial or commercial prospects or agents of industrial or commercial prospects by:

(H) A governing body of a political subdivision.

Matters of economic development were discussed beginning at 5:00 p.m., and adjourned at 5:54 p.m. Those in attendance:

- Warrick County Commissioners (Dan Saylor, Robert H. Johnson, Jr., Marlin Weisheit)
- Warrick County Council (Gary Meyer, Brad Overton, Charlie Christmas, Paul Rudolph, Ted Metzger – Dave Hachmeister arrived at 5:34 p.m.; Greg Richmond was absent.)
- Warrick County Economic Development Department Executive Director (Larry Taylor)
- Warrick County Council Administrator (Krystal Powless)
- Warrick County Council Attorney (Cliff Whitehead)
- Warrick County Administrator (Roger E. Emmons)
- Warrick County EDAC/RDC Member (Aric Pryor – arrived at 5:10 p.m.)
- Morley & Associates, Inc. (Jim Morley, Jr.)
- Fiberutilities Group, LLC (Dave Lunemann, VP of Client Services)
- Warrick County RDC Attorney (J. Herbert Davis, Stoll Keenan Ogden PLLC)

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 26th day of March, 2018.

ATTEST:
Deborah K. Stevens, Auditor

STOLL KEENON OGDEN PLLC

RECEIVED MAR 1 9 2018 By

J. HERBERT DAVIS
DIRECT DIAL: (812) 452-3538
herb.davis@skofirm.com

ONE MAIN STREET
SUITE 201
EVANSVILLE, IN 47708
MAIN: (812) 425-1591
FAX: (812) 421-4936

March 14, 2018

Roger E. Emmons
Warrick County Commissioners, Administrator
107 W. Locust St., Ste. 301
Boonville, IN 47601

Re: Annual Uniform Conflict of Interest Disclosure Statements

Dear Roger:

Enclosed are the Uniform Conflict of Interest Disclosure Statements for Jerry Aigner and Randall Pemberton. The Redevelopment Commission has approved these Statements and I am forwarding to you so they may be placed on the Agenda and approved by the County Commissioners.

Upon approval by the County Commissioners, please have the Commissioners sign the second page and return to me.

If you have any questions, please do not hesitate to call. Thank you for your assistance.

Sincerely,

Stoll Keenon Ogden PLLC

J. Herbert Davis

JHD:tak
Enclosure

510483.459900/7664651.1

SKOFIRM.COM

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT
State Form 54288 (R2 / 9-15) / Form 230
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Jerry Aigner
944 Baker Road, Boonville, IN 47601
2. **Title or Position With Governmental Entity:** Board Member
3. a. **Governmental Entity:** Economic Development Advisory Council
   b. **County:** Warrick
4. **This statement is submitted (check one):**
   a._ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
   b.✓ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Jerry Aigner Const., Inc.
Renewable Resources, LLC
6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.)*:

Page 1 of 3

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.)*:

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.)*:

I (We) being the Board of Commissioners of
(Title of Officer or Name of Governing Body)
Warrick County, Indiana and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Dan Gayle — Commissioner President
Robert H. Johnson, Jr. — Commissioner Vice President
Maxine Weisheit — Commissioner
Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.)*:

Date Submitted *(month, day, year)* — Date of Action on Contract or Purchase *(month, day, year)*

Page 2 of 3

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____ *(Signature of Public Servant)*

Date: 2/12/18 *(month, day, year)*

Printed Name: Jerry Aigner *(Please print legibly.)*

Email Address: lindseyf@aignerconstruction.com

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT
State Form 54255 (R2 / 6-15) / Form 230
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Randall K. Pemberton
   P.O. Box 126, Lynnville, IN 47619
2. **Title or Position With Governmental Entity:** Board Member
3. a. **Governmental Entity:** Economic Development Advisory Council; Redevelopment Commission
   b. **County:** Warrick County, Indiana
4. **This statement is submitted (check one):**
   a._ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
   b.✓ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** LNB Community Bank
6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.)*:
   No contract or involvement at this time. Filing in the event LNB Community Bank bids on any financing the Warrick County Redevelopment Commission may do in the future.

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.)*:
   Chairman of the Board and Shareholder

   (Attach extra pages if additional space is needed.)
8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.)*:
   I (We) being the Board of Commissioners *(Title of Officer or Name of Governing Body)* of Warrick County, Indiana *(Name of Governmental Entity)* and having the power to appoint the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation, and is not to be construed as a consent to any illegal act.

   Dan Saylor — Commissioner President
   Robert H. Johnson, Jr. — Commissioner Vice President
   Marlin Weinheit — Commissioner
   Office
9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.)*:
   Date Submitted *(month, day, year)* — Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____ (Signature of Public Servant)

Date: MARCH 1, 2018 (month, day, year)

Printed Name: Randall K. Pemberton (Please print legibly.)

Email Address: pemberton567@aol.com

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifrontline.org/sboa_col/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

Warrick County Claims for Payment

ADULT PROTECTIVE SERVICES	$	250.00
AIGNER HARDWARE	$	971.00
AIRGAS USA, LLC	$	406.72
ALEXANDER NEWBURGH CHAPEL	$	300.00
ALL AMERICAN LOCKSMITH & ALARM SERVICE	$	825.00
ALPHA LASER SERVICES	$	101.23
AMERICAN ALUMINUM ACCESSORIES, INC.	$	95.00
B-HIVE PRINTING	$	754.85
BATTERIES PLUS	$	8.99
BEST ONE TIRE & SERVICE	$	209.50
BOB BARKER COMPANY INC.	$	774.47
BOONVILLE LAWN AND GARDEN INC.	$	38.09
BROWNELLS INC	$	874.00
BROWNING FUNERAL HOME	$	100.00
BUMPER TO BUMPER / BTB CHANDLER	$	21.81
CDW GOVERNMENT, INC.	$	22.13
CHIEF SUPPLY CORP	$	548.93
CHRISTOPHER J KIEFER	$	6,000.00
COTTONWOOD SOFTWARE	$	100.00
CRS ONE SOURCE(DIAFDS)	$	2,089.57
D PATRICK INC	$	87.90
DENTAL DELIVERY	$	1,141.25
DIAMOND MEDICAL SUPPLY	$	35.59
EAST PINES ANIMAL CLINIC INC	$	209.70
EBN CONSTRUCTION & INDUSTRIAL SUPPLIES	$	202.14
ELITE K-9 INC	$	307.74
EMERGENCY PROF OF INDIANA PC	$	149.37
FARM BOY FOOD SERVICE	$	2,747.71
FELTS LOCK CO., INC.	$	26.35
FERGUSON ENTERPRISES INC #1480	$	599.55
GARCIA LAB	$	28.00
GEM CHEMICAL COMPANY, INC.	$	662.31
HAASE MECHANICAL CONTRACTORS, INC.	$	906.55
HERR'S BODY SHOP	$	7,899.08
HUEBNER TRUCKING COMPANY INC.	$	440.70
INTERSTATE BATTERIES OF WABASH VALLEY	$	36.00
J & J SUPPLY, INC	$	3,335.70
JAMES M. JACOBI, MD PATHOLOGIST	$	2,215.00
KENWAY DISTRIBUTORS INC	$	327.38
KIESLER'S POLICE SUPPLY INC	$	1,097.10
KNOLL, CHUCK	$	800.00
KOEHLER FUNERAL HOME, INC.	$	100.00
LAB REPCO	$	6,842.00
LAW CHEVROLET BUICK PONTIAC	$	3,803.70
LAWSON PRODUCTS, INC	$	853.90
LEWIS BROS BAKERIES, INC	$	178.10
NASS & SON INC. FUNERAL HOME	$	100.00
NIX SANITARY SERVICE	$	140.00
NMS LABS	$	731.00
OFFICE DEPOT, INCORPORATED	$	3,805.29
ONYETT FABRICATORS, INC.	$	1,177.50
PAUL HAWA MHA, R.T.(R) ARRT	$	150.00
PIRANHA SHREDDING/RECYCLING INC.	$	135.00
PLUMBERS SUPPLY CO INC	$	238.85
PQL, INC.	$	89.98
QUILL CORPORATION	$	222.63
REDLINE CONSULTING SERVICES	$	55.00
RETAIL ACQUISITION & DEVELOPMENT	$	74.82
RUXER TRUCK CENTER	$	38.05
SHERWIN-WILLIAMS	$	605.51
SIEGELS	$	1,411.61
SOUTHEASTERN EQUIPMENT CO.,INC	$	48.03
SOUTHERN IN IMAGING CONSULTING	$	36.53
ST. VINCENT OCCUPATIONAL	$	100.00
ST. VINCENT WARRICK	$	168.40
STERNBERG INTERNATIONAL INC	$	512.15
TITZER FAMILY FUNERAL HOMES	$	100.00
TOP DOGS POLICE K-9 ACADEMY	$	10,000.00
TRI STATE ORTHOPAEDIC SURGEONS INC	$	67.07
TRI-STATE LIGHTING & SUPPLY CO INC	$	348.08
UNITED REFRIGERATION, INC.	$	31.19
USPCA REGION 5 FIELD TRIALS	$	50.00
VANDERBURGH COUNTY CORONER	$	400.00
VAXCARE CORPORATION	$	127.38
WABASH FOODSERVICE	$	3,009.06
WARRICK AUTOMOTIVE SUPPLY	$	975.06
WARRICK COUNTY TREASURER	$	99.27
WEX BANK	$	245.06
WINDHAM WEAPONRY	$	650.00
ADVANCED DOCUMENT SOLUTIONS	$	27.77
ALPHA LASER SERVICES	$	101.12
AT&T MOBILITY	$	95.23
BEAM, LONGEST AND NEFF	$	6,389.00
BUMPER TO BUMPER / BTB CHANDLER	$	18.34
CORRISOFT, LLC	$	226.60
COURTNEY PERSOHN	$	25.00
CSI COMPUTER SYSTEMS	$	122.57
ECONOMIC DEV COALITION OF SW IN	$	1,196.25
FIRST BANKCARD	$	1,175.58

HASENOUR, LAURA	$	291.44
INDIANA DEPT. TRANSPORTATION	$	10,000.00
JOHNSON, ROBERT	$	250.96
LAW OFFICE OF JONATHAN M YOUNG	$	527.50
MARTIN & MARTIN, INC.	$	393.75
MERITAIN HEALTH	$	50,585.91
METZGER CONSTRUCTION CO INC.	$	7,125.35
REDWOOD TOXICOLOGY LABORATORY INC.	$	8.25
REISING, CONNOR	$	769.24
RQAW CORPORATION	$	3,400.00
SAM'S CLUB/GECRB	$	1,276.72
SPECTRUM	$	830.54
THOMSON REUTERS	$	975.73
U.S. BANK	$	202.32
UNIFIRST CORPORATION	$	60.17
VECTREN ENERGY DELIVERY	$	73.62
WABASH VALLEY SERVICE CO	$	5,345.14
WARRICK COUNTY TREASURER	$	2,087.94
WARRICK PUBLISHING CO	$	821.41
ALPHA LASER SERVICES	$	21.32
BOONVILLE UTILITIES	$	563.47
DEPARTMENT OF TRANSPORTATION	$	12,326.14
DUKE ENERGY	$	136.72
PIKE GIBSON WATER, INC	$	32.63
PURDUE UNIVERSITY COOPERATIVE EXT. SERV.	$	114,080.08
SHERATON INDIANAPOLIS-KEYSTONE	$	357.00
SQUEAKY CLEAN	$	15.00
THE TOWN OF NEWBURGH	$	56.37
TRACTOR SUPPLY CO	$	146.59
U.S. BANK	$	79.94
UNIFIRST CORPORATION	$	50.61
VECTREN ENERGY DELIVERY	$	2,178.66
WABASH VALLEY SERVICE CO	$	3,467.55
WOW! BUSINESS	$	142.44
ALPHA LASER SERVICES	$	360.24
AT&T	$	82.29
BAKER, KATY	$	75.00
BEEM, JUDY	$	218.52
BENISTAR/HARTFORD-6795	$	19,856.93
BOONVILLE NATURAL GAS CORP.	$	1,392.95
BOONVILLE UTILITIES	$	490.72
BRETT W KRUSE	$	268.94
BUSINESS EQUIPMENT	$	25.37
CLERK - WARRICK COUNTY SUPERIOR COURT	$	82.50
CORRISOFT, LLC	$	226.60
TEAMSTERS LOCAL #215	$	3.00

DAVID HEAL	$	122.76
DISINGER, KATHLEEN	$	96.74
DIVISION OF CHILD SUPPORT	$	104.00
DRURY PLAZA HOTEL - INDIANAPOLIS CARMEL	$	214.00
ENVIRONMENTAL MANAGEMENT CONSULTANT INC	$	950.00
EVANSVILLE WATERWORKS DEPT	$	22.04
FIRST BANKCARD	$	1,203.52
FRANCE, DOROTHY	$	667.08
GEORGES, ROGER AND GLORIA	$	156.41
GUARDIAN TRACKING, LLC	$	3,076.00
HOLLY KEY	$	12.49
INDIANA AMERICAN WATER	$	20.73
INDIANA OFFICE OF TECHNOLOGY	$	104.57
JASON BAXTER	$	251.06
LISA WHEELER	$	60.00
MCCULLOUGH, MEGHAN	$	50.00
METZGER CONSTRUCTION CO INC.	$	4,511.58
MORLEY & ASSOCIATES INC.	$	12,015.00
MORRIE DOLL	$	1,716.00
MOUNTAIN VALLEY OF EVANSVILLE	$	6.00
MOUNTS ELECTRIC INC.	$	1,162.32
MULZER CRUSHED STONE, INC.	$	8,691.28
NANCY SUSOTT	$	100.00
OFFICE DEPOT, INCORPORATED	$	200.41
POPA!	$	125.00
REDWOOD TOXICOLOGY LABS	$	690.00
SPECTRUM	$	105.00
SUPER CUTZ LAWN CARE AND SUPER	$	90.00
TEAMSTERS LOCAL # 215	$	755.00
THE LANG COMPANY	$	33.42
TRACTOR SUPPLY CO	$	133.45
TYLER TECHNOLOGIES, INC	$	11,400.00
U.S. BANK	$	966.69
UNIFIRST CORPORATION	$	26.28
VECTREN ENERGY DELIVERY	$	303.55
VERIZON WIRELESS	$	1,170.41
WABASH VALLEY SERVICE CO	$	2,365.28
WARRICK COUNTY TREASURER	$	1,390.07
WARRICK PUBLISHING CO	$	139.74
WESTERMAN, SHIRLEY AND STEPHENS, MELISA	$	433.09
WOW! BUSINESS	$	3,908.80
WTH TECHNOLOGY, INC.	$	3,450.00
ALPHA LASER SERVICES	$	367.64
AMY M. SIDDENS LAND & AARON LAND	$	515.31
APPLIED LAND SOLUTIONS	$	2,812.50
ARAB	$	165.00

ARROW PLANNING GROUP	$	17,600.00
AS2, INC.	$	2,100.00
ASSOCIATION / INDIANA COUNTIES	$	200.00
DANIELLE BARNES	$	300.00
BETH ANN GILL	$	12.49
BHS AFTER PROM	$	100.00
BOONVILLE NATURAL GAS CORP.	$	3,644.85
BOONVILLE UTILITIES	$	6,006.56
BOSTON MUTUAL LIFE INSURANCE CO	$	1,840.45
CHANDLER POLICE DEPARTMENT	$	343.00
CHANDLER UTILITIES	$	20.39
CLERK-TREASURER--NEWBURGH	$	500.00
DAVID WOOLEN	$	99.39
DAWN GARRETT	$	21.20
DELTA PROPERTIES LLC	$	2,409.00
DONALD E. & TONYA T. ATKINS TRUST	$	107.00
EBY ROAD FARMS LLC	$	55.82
FIRST BANKCARD	$	585.38
GREER, JAKE	$	12.07
HASENOUR, LAURA	$	200.00
HOOSIER BUSINESS MACHINES INC.	$	379.29
IN CO ASSESSORS ASSOCIATION	$	900.00
JAMES K & ANNA B STURGEON	$	117.19
JOHN K & LINDA M CASON	$	23.33
JSK ASSOCIATES INC	$	810.00
KATHY MANNING	$	170.28
LANA LOCKHART	$	12.49
MORRIE DOLL	$	500.00
NOMAD TECHNOLOGY GROUP	$	2,252.53
PSC	$	161.39
PURDUE CES FUND-WARRICK COUNTY	$	210.84
QUALITY CORRECTIONAL CARE, LLC	$	13,973.33
RAIBLEY, EDWARD AND CATHERINE	$	33.14
REISING, CONNOR	$	1,153.86
SARAH E REDMAN	$	12.49
SATELLITE TRACKING OF PEOPLE LLC	$	1,896.00
SPRINT	$	2,233.75
STOLL KEENON OGDEN PLLC	$	13,897.55
STORAGE GUARDIAN	$	218.07
TOTAL COURT SERVICES	$	119.00
TREASURER OF STATE OF INDIANA	$	301.62
U.S. BANK	$	43.18
UNIFIRST CORPORATION	$	75.66
VAN AUSDALL AND FARRAR	$	55.80
VECTREN ENERGY DELIVERY	$	1,086.22
VERIZON WIRELESS	$	30.03

WABASH VALLEY SERVICE CO	$	1,965.55
WARRICK CO COUNCIL ON AGING	$	50,000.00
WILLIAMS, BETH	$	10.46
WIPER CORPORATION	$	9,826.00
WORD SYSTEMS INC.	$	15,105.00
Grand Total:		**$ 553,309.54**

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, March 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: $553,309.54 Dated this 26th day of March, 2018. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

Version 11/06/15

LPA – CONSULTING CONTRACT
SUPPLEMENT NO. #1

This supplemental contract is made and entered into this 26th day of MARCH, 2018, by and between Warrick County, hereinafter referred to as the "LPA", and ROAW Corporation, hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the LPA January 23, 2017, entered into a contract, providing for the necessary services required in connection with the Bike and Pedestrian Facilities on Vann Rd from SR 261 to Casey Rd.; Casey Rd. from Castle South Middle School to SR 261; Oak Ridge sub division to Castle North Middle School; Old Hickory Subdivision to SR 261.

WHEREAS, in order to provide for completion of these services it is necessary to amend and supplement the original Contract.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION IV of the original contract is amended to read as follows:

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed $ 210,147.00.

Amended Appendix "A" is attached.
Amended Appendix "D" is attached.

Except as herein modified, changed and supplemented, all terms of the original engineering agreement, dated January 23, 2017; shall continue in full force and effect.

The parties having read and understand the foregoing terms of the Contract do by their respective signatures dated below hereby agree to the terms thereof.

ROAW CORPORATION
Signature
Troy Woodruff, Co-President
(Print or type name and title)

WARRICK COUNTY
Signature
Dan Saylor, President
(Print or type name and title)

Page 1 of 2

Version 11/06/15

Signature
Robert Johnson, Vice President
(Print or type name and title)

Signature
Marlin Weisheit, Member
(Print or type name and title)

Attest:
Signature
Debbie Stevens, Auditor
(Print or type name and title)

Page 2 of 2

INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N955
Indianapolis, Indiana 46204

PHONE: (317) 232-5463
FAX: (317) 232-1499

Eric Holcomb, Governor
Joe McGuinness, Commissioner

March 21, 2018

Mr. Bobby Howard
County Engineer
Warrick County
107 W. Locust Street, RM 208
Boonville, IN 47601

Amendment #1
EDS Number: A249-17-G160072
Grant Number: 17-GCF-LPA-24
PO Number: 0017807942

Dear Mr. Howard,
Enclosed is one (1) amendment for the above referenced grant. The amendment includes the extended time period for the grant agreement that ends September 30, 2018. Please sign the amendment and send (wet signature) to me at the address below. I would like to have the signed amendment back by the end of this week, if possible.

Attn.: Bridgette Hail, Sr. Rail Planner
Indiana Dept. of Transportation
100 N. Senate Ave. N955
Indianapolis, IN 46204

As always, thank you for your participation in the Railroad Grade Crossing Fund grant program. We look forward to working with you.

Please contact Bridgette Hail at (317) 232-5463 for any questions you may have.

Sincerely,
Bridgette Hail
Bridgette Hail
Sr. Rail Planner- INDOT
Phone (317) 232-5463
bhail@indot.in.gov

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

Indiana

AMENDMENT #1
EDS No. A249-17-G160072

This is the first Amendment to the agreement made and entered into by and between the Indiana Department of Transportation and Warrick County (collectively the "Parties") dated November 7, 2016 (the "Agreement," attached hereto as **Attachment A** and herein incorporated by reference). In consideration of those mutual undertakings and covenants, the Parties agree as follows:

1. Paragraph 4 to the Agreement relating to the Term is hereby amended to read as follows:

   4. Term. This Grant Agreement commences on **October 1, 2016** and shall remain in effect through **September 30, 2018**. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

All other matters previously agreed to and set forth in the original Agreement and not affected by this Amendment #1 shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

1

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member or officer of the Parties. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Parties, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

In Witness Whereof, the Parties have, through their duly authorized representatives, entered into this Amendment. The Parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

Warrick County

By: Dan Saylor
Printed Name: DAN Saylor
Title: COMMISSIONER
Date: 3-26-2018

Attested by: Deborah K. Stevens
Printed Name: Deborah K. Stevens
Title: Auditor
Date: 3/26/18

Indiana Department of Transportation

_____
Venetta Keefe, Rail Programs Office Manager

Date: _____

_____ (for)
Joseph McGuinness, Commissioner

Date: _____

Indiana Department of Administration

_____ (for)
Jessica Robertson, Commissioner

Date: _____

State Budget Agency

_____ (for)
Jason D. Dudich, Director

Date: _____

Approved as to Legality and Form:
Office of the Attorney General

_____ (for)
Curtis T. Hill, Jr., Attorney General

Date: _____

2

Steve Sherwood

From: Bobby Howard
Sent: Wednesday, March 21, 2018 10:05 AM
To: Steve Sherwood
Subject: Fwd: Amendment #1- need signature
Attachments: Warrick County_Amendment #1 Letter.pdf; 17-GCF Warrick County Amendment #1.pdf

Added to agenda on Monday. Needed for extension of grant. Thanks
--------- Forwarded message ---------
From: "Hall, Bridgett" <BHALL@indot.in.gov>
Date: Mar 21, 2018 10:01 AM
Subject: Amendment #1- need signature
To: "Bobby Howard" <bhoward@warrickcounty.gov>
Cc:

Bobby,

Attached is your formal letter and amendment for the Grant #17-GCF-LPA-24 for Warrick County. The amendment includes the time extension for the agreement to September 30, 2018. Please sign soon and send back to me via USPS.

Thank you,

Bridgette Hall
Senior Rail Planner
Indiana Dept. of Transportation
100 N. Senate Ave., N955
Indianapolis, IN. 46204
Office: (317) 232-5463
bhall@indot.in.gov

1

FIXED ASSET NOTIFICATION FORM

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

DATE OF TRANSACTION: March 19, 2018
ACCOUNT NO: 1197-000-4420.00 Equipment P.O. NO:
ESTIMATED LIFE EXPECTANCY: more than 1 years MILEAGE OR HOURS: 1 Hour
CIP NUMBER: LOCATION: Storm Water Building
SERIAL OR VIN NUMBER: Vermeer Vactron SN#181060 / Trailer SN#5HZBF1620JLBJ1142
TOTAL/PARTIAL VALUE OF ASSET: $69,491.00
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: LP5735DT 2018 Vermeer Vactron/Trailer Mounted vacuum Excavator with 1 Extra Water Cutting Tips
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: Vermeer MODEL NO: Vactron LP5735DT/Trailer VT-16LP
YEAR: 2018 LICENSE NO: *ATTACH COPY OF REGISTRATION*
GROSS VEHICLE WEIGHT: *TRUCKS ONLY* TYPE OF FUEL: Diesel
IF DISPOSED - METHOD: SOLD $ TRADED JUNKED SCRAPPED
STOLEN/WRECKED *(ATTACH POLICE REPORT)* END-OF-LEASE TRANSFERRED TO:
DATE BOARD APPROVED: 12/11/18 / 3-26-18 *(ATTACH COPY OF MINUTES)* Drainage Board / Comm. DATE COUNCIL APPROVED: *(REAL PROPERTY VALUE > $9,999)*
DATE BOARD APPROVED: 03/26/2018 SIGNATURE: Dan Saylor, President Warrick County Commissioners
~~(REAL PROPERTY ONLY)~~ Commissioners
PERSON RESPONSIBLE: Roger E. Emmons *SIGNATURE* Roger E. Emmons *PRINTED NAME*
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: X
IF TRANSFERRED RECEIVING PERSON'S SIGNATURE:
PRINTED NAME:

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

Vermeer Midwest

Vermeer of Indiana, Inc.
3566 Citadel Circle
Newburgh, IN 47630
812-490-4400

MECHANDISE DELIVERY ACKNOWLEDGMENT

March 16, 2018

Reference #: 00522EVAB
PO #:

Bill To:
Warrick County
Steve Sherwood
107 W. Locust, Suite 310
Boonville, IN 47601

Ship To:
Warrick County
Steve Sherwood
107 W. Locust, Suite 310
Boonville, IN 47601

1 - Vermeer Vactron LP5735DT, New 2018 SN# 181060

~~1 , SN#~~

I have examined this merchandise and upon delivery it is in operating order, all original power shields, guards, safety decals and roll-over protection equipment (ROPS) are in place and operational; and operating manuals were provided to the customer with the following exceptions:

Manuals, Safety Devices and ROPS Missing:
None Missing

Buyer verifies: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no visible defects.
Unless the buyer gives seller written notice by certified mail, return receipt, requested within three (3) days of delivery, the buyer waives any claim it may have against seller for any determinable deficiency or defect in said delivery of equipment.
The customer was instructed in proper operating procedures and advised of missing safety devices and/or ROPS
Dealer Signature: Date: 3/19/18 Phone Number: 812-490-4400
The selling dealer hereby disclaims all express warranties other than those offered by the manufacturer, or on page one of this agreement. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income or any other incidental damages.

Customer Certification

I have read this delivery acknowledgement and understand its provisions, including the warranty disclaimers. I have received instruction on safety equipment and features and on the proper operation of the merchandise. Furthermore, I acknowledge the safety device(s) or ROPS that are missing and I accept the merchandise without the noted ROPS and safety devices and waive any claim(s) against you (the dealer) and additionally agree to indemnify and hold you (the dealer) harmless for any claims, injuries or liabilities arising out of safety devices or ROPS not being in place on the above-referenced merchandise, whether resulting from my use or the use of any agent, servant or employee.

Customer Signature Date 3-19-2018

STORMWATER@warrickcounty.gov
E-mail Address

Steve Sherwood
Warrick County
107 W. Locust, Suite 310
Boonville, IN 47601

ORIGINAL

APR 23 2018

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

This AGREEMENT is entered into, by and between, WARRICK COUNTY, hereinafter referred to as the COUNTY, and MOUNTS ELECTRIC INC., hereinafter referred to as the CONTRACTOR, for the inspection and maintenance of traffic signals on highways maintained by WARRICK COUNTY.

The CONTRACTOR agrees to perform such work as herein described and the COUNTY agrees to compensate the CONTRACTOR in accordance with the terms of this AGREEMENT or an amendment agreed upon by both parties.

GENERAL CONDITIONS

1. The COUNTY shall determine the adjustment and timing of all traffic signals.
2. The CONTRACTOR shall inspect and maintain those traffic signals listed on EXHIBIT "A".
3. The CONTRACTOR shall, at all times, have a qualified traffic signal technician available for service calls. The technician who performs service calls shall be certified by the International Municipal Signal Association (IMSA) as a Traffic Signal Technician, Level II or greater. The CONTRACTOR shall submit confirmation of the required qualifications to the COUNTY upon request. CONTRACTOR shall supply the COUNTY (Warrick County Highway Department, Warrick County Central Dispatch, and Warrick County Engineering Department) with emergency/after-hours contact information.
4. The current editions of the Indiana Department of Transportation Standard Specifications and the Indiana Manual on Uniform Traffic Control Devices, including subsequent revisions, shall be used in conjunction with this AGREEMENT.

SIGNAL LAMP WATTAGE TABLE

The following table shall be used as a guideline for proper bulb wattages:

Signal Indication	Lam Wattage
12 in Green, 12 in Amber	116 Watts
12 in Red, 12 in Amber Arrow, 12 Green Arrow	150 Watts
Cabinet Convenience Bulb: G, M, or P-1 cabinets	67 Watts

EQUIPMENT INVENTORY REPORT

The CONTRACTOR shall supply an itemized report of all material supplied by the COUNTY that is in the following status:

1. Stock on hand at beginning of period
2. Stock obtained during the period
3. Stock used during period
4. Stock on hand at end of the period
5. Stock returned to the County

In addition, the CONTRACTOR shall supply the locations and dates where materials were used, according to type of material. The format of this summary shall be determined by mutual agreement of both parties within thirty (30) days of the effective starting date of this AGREEMENT. The frequency of supplying this summary to the COUNTY shall be one (1) every six (6) months, with the first summary due six (6) months after the effective starting date.

ROUTINE MAINTENANCE

Routine maintenance shall be performed by the CONTRACTOR upon all existing traffic signals listed in EXHIBIT "A".

The CONTRACTOR shall have a system for dispatching a qualified traffic signal technician twenty-four (24) hours per day, each day of the year, for the term of this AGREEMENT.

1. Emergency Response Maintenance: "Emergency Response" means the response to a reported or discovered malfunction of a traffic signal. Upon notification of a malfunction, Emergency Response shall occur in a timely manner. Upon arrival, the traffic signal technician shall take appropriate corrective actions to bring the signalized intersection to a safe mode of operation (see Power Outage).

   After the signalized intersection is made safe, the signal technician shall then correct the malfunction. This corrective action shall include, but not be limited to, the activities as follows:

   a. Replace defective bulbs (see bulb replacement);
   b. Replace blown fuses or reset circuit breakers;
   c. Replace traffic signal controllers;
   d. Replace flasher controllers;
   e. Replace detector amplifiers;
   f. Replace signal heads;
   g. Replace load relays;
   h. Replace conflict monitors;
   i. Realign signal heads;
   j. Disconnection of traffic signal coordination equipment;
   k. Diagnosis of loop detection systems to identify deficient components;
   l. Logging of back panel and cabinet equipment status for the purpose of malfunction diagnosis;
   m. Reset police panel switches;
   n. Diagnosis of interconnect system malfunctions;
   o. Connection of interconnected systems that are functioning and disconnection of interconnected systems that are malfunctioning;
   p. All work necessary to restore the operation of a blacked-out signal installation.

   Power Outage. In the event of a power outage, the CONTRACTOR shall make the intersection safe. Stop signs shall be placed at approaches only if the power outage is expected to exceed twenty-four (24) hours, per current Indiana Department of Transportation requirements. These signs shall be at least thirty inches by thirty inches (30" x 30"), with adequate reflectivity.

   The traffic signal technician may leave the site provided he disables the energy source to prevent the signal from initializing and after making arrangements for stop signs to be erected.

   The traffic signal technician must also make provisions with the appropriate utility company to be informed when the power is restored. The traffic signal technician shall check with the utility company hourly to confirm the status of the power source. The CONTRACTOR shall restore the traffic signal to normal operation within one (1) hour of receiving notification that the power is restored.

   Bulb Replacement. All green and/or yellow bulb outages reported from 6:00 a.m. to 6:00 p.m. shall be replaced the same day. All green and/or yellow bulb outages reported after 6:00 p.m. shall be replaced by 10:00 a.m. the following day. All red bulb outages reported shall be replaced within three (3) hours. For notifications of bulb outages that do not specify the type of bulb out, the CONTRACTOR shall confirm the type of outage by calling the Warrick County Highway Department.

2. **Scheduled Maintenance.** "Scheduled Maintenance" means any activity that is performed on a periodic schedule, such as monthly, semi-monthly, or annually. Scheduled Maintenance shall include, but not be limited to, the activities as follows:

   a. Testing of all pertinent conflict monitor functions, recording of results, and replacement of monitors on an annual basis. It shall be the responsibility of the CONTRACTOR to have conflict monitors tested and certified.
   b. Replacement of all signal lamps; cleaning of lenses and reflectors; and annual inspection of wiring for loose connections (Non-LED intersections only).
   c. Performing annual traffic controller cabinet and intersection maintenance, including:
      i. Checking for proper voltages;

ii. Tightening of loose terminations;
iii. Observing the operation of equipment for proper sequencing, timing, and detection;
iv. Testing of cabinet fan, thermostat, and lighting for proper operation;
v. Replacement of filter;
vi. Cleaning of cabinet.

d. Observation of the overall conditions of the intersection, including any of the following:
i. Proper signal head alignment;
ii. Exposed loop wires;
iii. Poor pavement conditions;
iv. The condition of signal heads and hardware;
v. Trees or shrubs that need trimming.

NON-ROUTINE MAINTENANCE

"Non-routine Maintenance" means the proper response to a damaged traffic signal installation as a result of a traffic accident, vandalism, storm, or damage that can be described as an act of God. This includes damage by other contractors or individuals not associated with this AGREEMENT.

The CONTRACTOR shall not leave any damaged and/or malfunctioning traffic signals unattended until temporary traffic controls are installed. The CONTRACTOR may place the signal on a flashing basis while repairs are being made.

In the performance of Non-routine Maintenance under terms of this AGREEMENT, the CONTACTOR shall:

1. Make no alterations of existing installations unless authorized in writing by the COUNTY;
2. When appropriate, provide a copy of the police department accident report so that the COUNTY may attempt recovery of costs resulting from the accident;
3. Respond to all calls of reported damaged traffic signals in a timely manner; and
4. Solicit the immediate assistance of local enforcement agencies when necessary until such time that emergency repairs can be accomplished.

PAYMENT FOR WORK

1. Routine maintenance shall be paid for by the COUNTY at flat rates per month for each intersection. The flat rate shall include all labor, vehicles, and equipment used in carrying out routine maintenance and shall be at the following unit rates:

a. Emergency Response Maintenance on an Actuated Solid State Installation. ..... $85.85 /intersection per month
b. Schedule Maintenance (Section 2 under ROUTINE MAINTENANCE).
1. Conflict monitor (see 2.a) .....$ 147.85 /intersection
2. Signal lamps (see 2.b) .....$ 381.55 /intersection
3. Cabinet and intersection (see 2.c) .....$ 228.93 /intersection
4. Clean LED lenses.....$ 330.75 /intersection

2. Non-routine Maintenance shall be paid for by the COUNTY for actual hours for labor, equipment, and/or material used in making non-routine repairs at the following rates:

a. Foreman – Straight Time .....$ 64.75 /hour
b. Electrician .....$ 62.61 /hour
c. Electrician – Overtime .....$ 88.67 /hour
d. Electrician – Double time .....$ 107.73 /hour
e. Pick-up service truck .....$ 9.00 /hour
f. Platform Truck/Heavy Duty Bucket .....$ 25.00 /hour
g. Auger Truck/Boom Truck .....$ 65.00 /hour
h. Backhoe and front end loader, combination .....$ 75.00 /hour
i. Trencher .....$ 15.00 /hour
j. Air compressor .....$ 20.00 /hour
k. Concrete saw and blades .....$ 35.00 /hour

The CONTRACTOR shall provide to the COUNTY records of all work performed and shall submit a signal work activity report, Exhibit "C", for each visit to an intersection where work was performed. Copies of these reports shall accompany respective monthly billings for all payments due.

In addition, overtime hours will be hours worked Monday through Friday that are an extension of a normal eight (8) hour workday. The COUNTY shall compensate any Non-routine Maintenance work performed that is requested after normal working hours at double the ordinary rate.

MATERIALS

1. The COUNTY shall furnish all standard major signal equipment and material used in making repairs, replacements, and/or in the performance of all maintenance on COUNTY-owned signals. Such materials shall include the following:

a. Signal heads and lamps;
b. Controller cabinets and components, such as timers, monitors, detectors, load switches, and relays;
c. Signal metal poles and/or mast arms, with anchor bolts, if required.

All minor materials or parts, such as electrical tape, wire connectors, or common hardware items, shall be furnished by the CONTRACTOR.

2. The COUNTY will reimburse the CONTRACTOR for any additional materials at the per-unit price paid by the CONTRACTOR to the supplier, plus a Fifteen Percent (15%) mark-up. The CONTRACTOR shall furnish a copy of the invoice for materials used to the COUNTY upon request. This material shall include, but not be limited to, the following:

a. Signal cables;
b. Handholes;
c. Detector housings;
d. Loop wires;
e. Signal head hardware;
f. Conduits;
g. Pedestal bases and poles, with anchor bolts, if required;
h. Concrete.

3. The CONTRACTOR shall remove any failed controllers or conflict monitors from the cabinet and shall ensure that such controllers or conflict monitors are repaired and returned to the COUNTY for use as spare units. The units shall be sent to the supplier for repair. The COUNTY will reimburse the CONTRACTOR for the repairs at the price paid by the CONTRACTOR to the supplier for such repairs. The CONTRACTOR shall attach a copy of the invoice for repairs to the monthly claim voucher for the month in which the repairs took place.

MISCELLANEOUS REQUIREMENTS

1. The COUNTY reserves the right to enter into, at any time, any signalized intersection covered under this AGREEMENT or into any controller cabinet for inspection, alteration, or change to effect emergency repairs, modifications, or to correct malfunctions.
2. The CONTRACTOR shall not make any changes to a traffic signal which will alter its design, phasing, or functional operations without authorization from the COUNTY.
3. In the event that the COUNTY awards a separate contract to a construction contractor to modernize, modify, rebuild, or remove any signal installation covered under this AGREEMENT, the CONTRACTOR shall not be responsible for the maintenance of the existing signal installation during the term of the modernization or modification contract.
4. All visits by the CONTRACTOR to any intersection shall be recorded on a maintenance card or log book located in the controller cabinet. The COUNTY shall provide additional blank maintenance cards or log books to replace those which have been destroyed or become lost.

5. A representative of the COUNTY may inspect all Non-routine Maintenance work and recommend full, partial, or no payment.

INSURANCE

The CONTRACTOR shall carry protective liability insurance coverage for all work covered under this AGREEMENT issued by a company holding a certificate of authority that is issued by the Indiana State Insurance Commissioner to do business in the State of Indiana. The CONTRACTOR shall file with the COUNTY a certificate of insurance which shall serve as evidence that the CONTACTOR has obtained insurance in accordance with the following requirements and minimum limits of coverage:

1. A limit of not less than One Million and 00/100 Dollars ($1,000,000.00) for all damages arising out of bodily injury or death in any one occurrence.
2. A limit of not less than One Million and 00/100 Dollars ($1,000,000.00) for all damages arising out of an injury to, or destruction of property, in one (1) occurrence, and an aggregate limit of not less than Three Million and 00/100 Dollars ($3,000,000.00) for all damages arising out of injury to, or destruction of, property during the policy period. Such insurance shall hold harmless and indemnify the COUNTY from, for, and against any claim of any person in tort, contract, or otherwise arising out of the acts or omissions of the CONTRACTOR in the execution and implementation of this AGREEMENT.

HOLD HARMLESS AGREEMENT

In the event the COUNTY is made a party to litigation arising by reason of CONTRACTOR's work covered under this AGREEMENT, CONTRACTOR shall indemnify, save harmless, and protect the COUNTY against any and all claims, losses, damages, charges, costs, and attorney's fees incident to such litigation and/or claim.

TERMS OF AGREEMENT

Unless otherwise directed by the COUNTY, it shall be the responsibility of the CONTACTOR to maintain the traffic signals covered by this AGREEMENT as long as they remain in service.

This AGREEMENT for maintenance of traffic signals shall be for a term of two (2) years. The effective date of this AGREEMENT shall be May 1, 2018. If negotiation of a new agreement is not completed by the expiration date of this AGREEMENT, this AGREEMENT may continue in force at the current rates, by mutual written consent of both parties, for a period not to exceed three (3) months or until a new agreement is signed and approved by both parties, whichever occurs first. Either party may terminate this AGREEMENT at any time upon giving the other party ninety (90) calendar days prior written notice.

NON-DISCRIMINATION

Pursuant to Ind. Code 22-9-1-10, the CONTRACTOR shall not discriminate against any employee, or applicant for employment, to be employed in the performance of work under this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry. Breach of this covenant by the CONTRACTOR may be regarded as a material breach of this AGREEMENT.

IN TESTIMONY WHEREOF, the parties hereto have executed this AGREEMENT.

CONTRACTOR	COUNTY
MOUNTS ELECTRIC, INC.	WARRICK COUNTY, INDIANA
David G. Mounts, President	Dan Saylor, Warrick County Commissioners, President
Attest:	Attest:
(Name)	(Name) Roger E. Emmons, Administrator
Date: 4-9-18	Date: April 4, 2018

EXHIBIT "A"

SIGNALS COVERED BY THE WARRICK COUNTY SIGNAL MAINTENANCE AGREEMENT

INTERSECTION

Old SR 261 and Lincoln Avenue
Old SR 261 and Bell Road
Bell Road and Lincoln Avenue
Old SR 261 and Sharon Road
Lincoln and Epworth
Gateway Blvd. & Epworth
Epworth and Oak Grove
Bell Road & High Pointe Drive
Bell Road & Oak Grove Road

FILED
APR 2 3 2018

NUTANIX END USER LICENSE AGREEMENT

IMPORTANT — READ CAREFULLY
READ THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") BEFORE DOWNLOADING, INSTALLING, COPYING, CONFIGURING, ACCESSING, DEPLOYING, USING THE SOFTWARE AND/OR USING NUTANIX SUPPORT. BY DOWNLOADING, INSTALLING, COPYING, CONFIGURING, ACCESSING, DEPLOYING, USING NUTANIX SUPPORT AND/OR OTHERWISE USING ALL OR ANY PART OF THE SOFTWARE OR BY CLICKING ON AN "ACCEPT" BUTTON, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT YOU ARE BOUND BY AND ARE A PARTY TO THIS AGREEMENT, AND, IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS.
YOUR USE OF THE SOFTWARE IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT:
DO NOT ORDER OR PURCHASE THE SOFTWARE

DO NOT DOWNLOAD, INSTALL, COPY, CONFIGURE, ACCESS, DEPLOY, CLICK ON AN "ACCEPT" BUTTON, USE NUTANIX SUPPORT AND/OR OTHERWISE USE THE SOFTWARE

DELETE THE UNUSED SOFTWARE AND RETURN THE UNUSED SOFTWARE TO THE VENDOR FROM WHICH YOU ACQUIRED IT.
This Agreement is between You, on behalf of the company, partnership or business entity that You represent ("You" or "Your") and either (a) Nutanix, Inc. a Delaware corporation, with offices located at 1740 Technology Drive, Suite 150, San Jose, CA 95110, USA if the Software was purchased in the Americas; or (b) Nutanix Netherlands, B.V. incorporated and registered in The Netherlands with its registered office at Scorpius 100, 2132 LR Hoofddorp, The Netherlands, if the Software was purchased in any other country ((a) and (b) are referred to herein as "Nutanix").
"*Authorized Nutanix System*" means either (i) a device that runs the Software and is branded as a Nutanix device; or (ii) a device that runs the Software and is branded with a third party's brand pursuant to an original equipment manufacturing agreement between Nutanix and the third party; or (iii) a device including its specific configuration that has been authorized in writing by Nutanix to run the Software.
"*Documentation*" means Nutanix's published user and administration manuals and other documentation for the Software that is furnished to You.
"*License Period*" means, unless otherwise stated on the Entitlement, the life of the Authorized Nutanix System upon which the Software is initially installed.
"*Licensed Unit*" means the unit of measure by which Your use of Software is licensed, as described in Your Entitlement.
"*Purchased Software*" means Software that has been purchased by You for a separate license fee.
"*Software*" means any Nutanix software, Purchased Software, library, utility, tool or other computer or program code, in object (binary) or source-code form provided, directly or indirectly to You, including without limitation firmware. The term "Software" also includes any Updates, Upgrades or other new features, functionality or enhancements to the Software made available directly or indirectly to You by Nutanix.
"*Support Guide*" means the Nutanix Worldwide Support Program Guide (located at http://go.nutanix.com/rs/nutanix/images/nutanix-support-guide.pdf) which may be updated from time to time by Nutanix.

"*Update*" means either a Minor Release, a Maintenance Release or a Patch Release as those terms are defined in the Support Guide.
"*Upgrade*" means a Major Release as that term is defined in the Support Guide.
This Agreement applies to all Software and Documentation made available by Nutanix to You.

1. **License Grant and Entitlement.** The Software and Documentation are licensed, not sold, to You by Nutanix. This Agreement confers no title or ownership and is not a sale of any rights in the Software. Subject to the terms and conditions of this Agreement, the terms of Your entitlement which evidences Your authorization to use the Software and the authorized scope of use of the Software ("Entitlement"), and payment of the purchase price and/or all fees, You are hereby granted a limited, revocable, non-assignable, non-exclusive, non-sublicensable and non-transferable right to run one copy of the object code version of the Software on one Authorized Nutanix System during the License Period, for internal business operations only ("Permitted Use"). The Entitlement shall be specified in writing on the order acknowledgement or equivalent document issued by Nutanix or the party from whom You have lawfully acquired the products. The Entitlement shall specify the name of the product, the number of Licensed Unit(s) and the usage level, version and/or feature set authorized. Your Permitted Use is limited to the number of Licensed Unit(s) stated in Your Entitlement. Use of the Software outside the scope of Your Entitlement is unauthorized and shall constitute a material breach of this Agreement and void the warranty and/or support obligations of which You may otherwise be entitled. You agree to use Your best efforts to prevent and protect the contents of the Software and Documentation from unauthorized disclosure or use. Nutanix and its licensors reserve all rights, including but not limited to ownership and intellectual property rights, not expressly granted to You. Nutanix's licensors are the intended third party beneficiaries of this Agreement and have the express right to rely upon and directly enforce the terms set forth herein. There are no implied licenses granted by Nutanix under this Agreement. Except as expressly specified above, You shall have no rights to the Software.
2. **Use.**
   1. 2.1 **Limitations on Use.** You must not use the Software or Documentation except as permitted by this Agreement. You must not:
      a. alter, decompile, disassemble, modify, unbundle or create any derivative works of the Software, the underlying source code, or the Documentation in any way, including without limitation customization, translation or localization;
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6. **Term and Termination.** This Agreement and Your right to use the Software and Documentation may be terminated by You at any time upon written notice. The Agreement automatically terminates if (a) You become insolvent, fail to pay Your debts generally when due, make an assignment for the benefit of creditors or become subject to any bankruptcy or insolvency proceeding. Upon termination or termination of the Agreement for any reason, (a) all licenses granted by Nutanix shall immediately terminate, (b) You shall immediately discontinue use of the applicable Software and products, (c) You shall destroy all copies of the Software and Documentation in Your possession, custody or control, and (d) if requested, You shall certify to Nutanix in writing that such return or destruction has occurred. The provisions as well as Sections 2, 4, 5, 7, 8, 10, 12, 14, 15 and 16 shall survive any expiration or termination of this Agreement.

7. **Warranty.**
   1. Nutanix warrants to You that the Purchased Software will substantially conform to the specifications in the Documentation for the ninety (90) day period from (i) the date of shipment of the Authorized Nutanix System to You or (ii) the date Nutanix first makes the initial version or release of the Purchased Software available to You, whichever is earlier. Nutanix does not warrant that the operation of the Purchased Software will be uninterrupted or error-free, or that all defects can or will be corrected.
   2. **Remedies.** Nutanix's liability, and Your exclusive remedy, under this warranty will be for Nutanix to use commercially reasonable efforts to correct any defect in the Purchased Software within a reasonable period of time, so as to cause it to operate as warranted; (a) to replace the affected Purchased Software; or (b) if after reasonable efforts Nutanix is not able to correct the deficiencies, to accept return of the affected Purchased Software for a refund of the amount paid by You for the affected Purchased Software and the prorated and unused portion of any remaining term of Support for the affected Purchased Software.
   3. 7.3 EXCEPT AS PROVIDED IN SECTION 7.1 ABOVE, YOU AGREE THAT THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND THAT NUTANIX AND ITS LICENSORS MAKE NO FURTHER WARRANTIES AS TO THE SOFTWARE OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION UNINTERRUPTED USE, ACCURACY, AND DATA LOSS. NUTANIX AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF NUTANIX KNOWS OR SHOULD HAVE KNOWN OF SUCH PURPOSE), AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE. OR THAT THE SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE OR HARDWARE OR ANY OTHER PRODUCTS OR SERVICES, INCLUDING OTHER AUTHORIZED NUTANIX SYSTEMS. NUTANIX AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL BE FREE OF VULNERABILITIES OR VIRUSES. REGARDING OVERALL PERFORMANCE OR OPERATION OF THE SOFTWARE IN A PARTICULAR ENVIRONMENT OR THAT ERRORS, IF ANY, WILL BE CORRECTED. YOU FURTHER ACKNOWLEDGE THAT THE SOFTWARE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY THE NUTANIX SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

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9. **Infringement.** Subject to the remainder of this section, Nutanix shall defend or settle, at its own expense, any third-party action against You to the extent based upon a claim that the Purchased Software infringes any copyright or trademark or misappropriates any trade secret (a "Claim"), and will pay such damages or costs as are finally awarded against You attributable to such Claim, provided that You (a) notify Nutanix promptly in writing of any such Claim, (b) give Nutanix sole control of the defense and/or settlement of such Claim, (c) give Nutanix all reasonable information and assistance, and (d) are not in material breach of this Agreement. Should the Purchased Software become, or in the opinion of Nutanix be likely to become, the subject of such an infringement Claim, Nutanix may replace or modify, in whole or in part, the Purchased Software to make it non-infringing. Nutanix's obligation to indemnify shall be limited to (a) any method or process in which the Purchased Software may be used, (b) its compliance with Your specifically requested specifications, (c) use of Purchased Software other than a current unaltered release of the Purchased Software or use of any older version of the Purchased Software when the use of a newer release of the Purchased Software made available to You would have avoided the infringement, (d) the combination, operation or use of the Purchased Software with non-Nutanix products or services, or (e) use of the Purchased Software in a manner or for a purpose for which it was not intended. You shall indemnify and hold harmless Nutanix and its officers, directors, employees, agents, successors and assigns against any damages, losses, and expenses (including reasonable attorneys' fees) arising from any third-party action to the extent based upon a claim that the Purchased Software infringes any copyright or trademark or misappropriates any trade secret due to any of the foregoing factors and shall give Nutanix all reasonable information and assistance regarding such claim. THIS SECTION 9 SETS FORTH NUTANIX'S ENTIRE LIABILITY AND OBLIGATION AND YOUR SOLE REMEDY FOR ANY CLAIMS OR ACTIONS RELATED TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

10. **Confidentiality.** "*Confidential Information*" shall mean the Software and Documentation and all other information disclosed to You that Nutanix characterizes as confidential at the time of its disclosure either in writing or orally, except for information which You can demonstrate: (a) is previously rightfully known to You without restriction on disclosure, (b) is or becomes, from no act or failure to act on Your part, generally known in the relevant industry or public domain; (c) is disclosed to You by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by You without access to the Confidential Information. You shall use Your best efforts to preserve and protect the confidentiality of the Confidential Information at all times. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of Nutanix. You shall not use any Confidential Information other than in the course of the authorized permitted hereunder. You shall notify Nutanix in writing of any such upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and will cooperate with Nutanix in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If You are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, You will (i) immediately notify Nutanix prior to such disclosure to allow Nutanix an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with Nutanix in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and the use of the Confidential Information. In the event such protection is not obtained, You shall disclose the Confidential Information only to the extent legally required to comply with the applicable legal requirements. The foregoing obligations shall survive any termination or expiration of this Agreement.

11. **Technical Information.** You agree that Nutanix may collect or process technical and related information arising from Your use of the Software which may include but may not be limited to internet protocol address, hardware identification, operating system, application software, peripherals of hardware and non-personally identifiable Software usage statistics, facilitate the provisioning of Updates, Support, invoicing or online services.

12. **Injunctive Relief.** You acknowledge and agree that Your breach or threatened breach of this Agreement shall cause Nutanix irreparable damage for which recovery of money damages would be inadequate and that Nutanix therefore may obtain injunctive relief to protect its rights under this Agreement in addition to any and all other remedies available at law or in equity.

13. **Compliance with Laws; Export Control.** Each Party shall comply with all laws applicable to the actions contemplated by this Agreement. You acknowledge that the Software is of United States origin, and is subject to the U.S. Export Administration Regulations, and may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent that (i) You are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person on the list of Specially Designated Nationals, Foreign Sanctions Evaders, Sectoral Sanctions Identifications, or Palestinian Legislative Council, the Office of Foreign Assets Control's Consolidated List of Persons, the Unverified List of the U.S. Commerce Department Nonproliferation Sanctions, or Debarred List; and (2) You will not install the Software in violation of any laws or regulations administered by any agency of the U.S. government, foreign manufacture or production of missiles or nuclear, chemical or biological weapons. The requirements of this section are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosure of Software and Documentation by or for the U.S. Government shall be governed solely by the terms and conditions of this Agreement. You agree that the Software may not be exported/re-exported to Cuba, Iran, North Korea, Sudan and Syria. Furthermore, You agree not to resell, transfer, or re-export products without prior authorization from Nutanix or the U.S. government to any military entity of: Albania, Armenia, Azerbaijan, Belarus, Cambodia, China (PRC), Georgia, Iraq, Kazakhstan, Kyrgyzstan, Laos, Macau, Moldova, Mongolian P.R., Russia, Tajikistan, Turkmenistan, Uzbekistan, Ukraine, Vietnam.

14. **Governing Law.** To the extent permitted by applicable law, this Agreement is governed by and construed in accordance with the substantive laws of either: (a) the State of California, U.S.A. if

Commented [JG1]: No specified termination date?

Commented [JG2]: Warranty period only lasts 90 days

Commented [JG3]: County's only remedy under this Warranty – Nutanix gets to decide which remedy is made available

Commented [JG4]: Nutanix's liability cannot exceed the price paid by the County for the Software Purchase.

Commented [JG5]: Nutanix's sole liability in the event of an intellectual property right action against the County by a 3rd party
- Is this an issue to be concerned about?

Commented [JG6]: Governing Law – California

You first took delivery of the Software in the United States, Mexico or Canada and You expressly and irrevocably agree and submit to the exclusive jurisdiction of the federal and state courts located in Santa Clara County, California, U.S.A., or (b) England, if You first took delivery of the Software outside of the United States, Mexico or Canada, and You expressly and irrevocably agree and submit to the exclusive jurisdiction of the English courts. This Agreement will not be governed by the conflict of laws rules of any jurisdiction or the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

15. **Miscellaneous.** If any part of this Agreement is held invalid or unenforceable, that part shall be construed to reflect the parties' original intent, and the remaining portions remain in full force and effect. If a conflict between a translation of this Agreement to English, if You have received a translation into another language, and the English version provided for Your convenience only, it applies. No waiver by either party of any term or condition, or any breach thereof, in any one instance, shall not waive such term or condition, or any subsequent breach thereof. You may not assign, delegate any performance, or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein. Your rights under this Agreement may not be assigned the Software or any part thereof to a third party. Nutanix may assign this Agreement in whole or in part, or any of its rights or obligations herein, to any affiliate or to any person or entity at its sole discretion. You represent that your and that the performance of any activities contemplated by this Agreement do not and shall not conflict with any other agreement or obligation to which You are a party or by which You are bound. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns. This Agreement constitutes the entire and sole agreement between You and Nutanix with respect to the Software and Documentation and supersedes all prior and contemporaneous agreements relating to the Software and Documentation, whether oral or written (including any inconsistent terms contained in a purchase order). If You are found to have breached Section 2 or Section 10 of this Agreement, then Nutanix shall be awarded attorney fees, costs, and expenses. This Agreement may be amended only in writing signed by authorized representatives of both Parties and specifically referring to this provision. This Agreement will be interpreted without being construed for or against either Party. The words "includes" and "including" and the abbreviation "e.g." will be deemed to be followed by the words "without limitation".

16. **User Outside the U.S.** If You are using the Software or Documentation outside the U.S., then the following shall apply: (a) You confirm that this Agreement and all related documentation is and will be in the English language; (b) You are responsible for complying with any local laws in Your jurisdiction which might impact Your right to import, export or use the Software and Documentation, and You represent that You have complied with any regulations or registration procedures required by applicable law to make this license enforceable.

Warrick County Claims for Payment

Alstadt's	$ 167.87
PC Quest	$ 15.00
Office Depot	$ 17.13
McKesson Medical - Surgical	$ 234.91
Grand Total	$ 434.91

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

HIGHWAY DEPARTMENT
NEW PICKUP TRUCKS (3 EACH) BIDS
(MARCH-2018)

	LAW (Chevy)	D-PATRICK (Ford)	STERNBERG (Dodge)
	2018 Silverado 2500 HD Crew Cab 4X4	2018 F150 XL 4X4 ½ Ton Crew Cab	2018 Ram 2500 Crew Cab 4X4
1. Gross ($)	98,070	91,542	88,962
2. Per Vehicle ($)	32,690	30,514	29,654
3. Less Trade-ins:			
-Veh.#1	(-1,500)	(-500)	(-300)
-Veh.#2	(-1,500)	(-1,050)	(-600)
4. Misc.costs: Halogen Lights	1,275	n/a	n/a
5. TOTAL NET PRICE	96,345	89,992	88,062
6. Net Per Unit	32,115	29,997	29,354
7. Delivery	8-10 Weeks	90 Days	16 weeks
8. Warranty:			
(a) Bumper/Bumper (Year/Miles(000's)	3/36	3/36	3/36
(a) Powertrain (Year/Miles(000's)	5/60	5/60	5/100