WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
April 23, 2018
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

Commissioner Saylor: Thank you, Chief Wilder. Thank you. Welcome, everybody.

AREA PLAN COMMISSION
REQUEST FOR RELEASE OF SURETY
C-17-040 VENETIAN DRIVE

Commissioner Saylor: First item on the agenda is our APC. Sherri?

Sherri Rector: Thank you. The only item I have and I apologize, the agenda should read Request for Release of Surety and not Extension. And this is Commercial Driveway C-17-040, Danco Construction, 3777 Venetian Drive, Lots 10 and part of Lot 9, Venetian Way. We were holding four thousand two hundred and two dollars ($4,202.00) in escrow. Bobby has reviewed the driveway and has signed off for completion and release.

Commissioner Saylor: Good with it, Bobby?

Bobby Howard: Yeah, the driveway has been constructed and conforms with the approved permit and would recommend release of the surety.

Commissioner Saylor: Okay, do I have a motion?

Commissioner Johnson: I'll make that motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Sherri Rector: Thank you.

Commissioner Saylor: Thank you.

(Venetian Drive, C-17-040, is located on Page 25 of these Official Minutes)

APPROVAL OF MINUTES
APRIL 9, 2018

Commissioner Saylor: Next item up on the agenda is Approval of Minutes for April 9, 2018, Regular Session Commissioner Meeting.

Commissioner Johnson: Make a motion to approve the minutes.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

ITEMS FOR DISCUSSION
UPDATE ON WARRICK COUNTY HISTORIC JAIL PROJECT
CAROL HAGEDORN – THE COALITION

Commissioner Saylor: Next item up on the agenda is Carol Hagedorn from the Coalition. Carol, come on up. An update on the Warrick County Historic Jail Project.

Commissioner Johnson: Hi, Carol.

Commissioner Weisheit: Hi, Carol.

Carol Hagedorn: Hello, hello. Good afternoon, everyone. So, yes, I am here just with a brief update about the project. As I've shared in the past, OCRA has a funding round available coming up soon. And prior to doing so, prior to submitting what we call a proposal, we need to have a Public Hearing. So I'm actually here to get your feedback. We can do this, we need, the most essential thing with these Public Hearings is that we do get an abundance of the public input. OCRA is relying heavily on that. So we want to make sure we schedule it at a time that is convenient for the maximum participation. So, I know we've shot a few different times around and we're thinking about having this on May 14th kind of in conjunction with your meeting day. The question is, do we have it? I think a couple times we've proposed a 2:30 (PM), a 5:00 (PM). The key is to make sure we can get the maximum participation. Encourage as many people from the public to attend as possible to provide feedback about that Historic Preservation Project of the Warrick Historic Jail. So with that, I...

Roger Emmons: I think that the Board might consider 5:00 (PM). And I also don't see anything wrong on your agenda that day, you probably could just schedule it right at 4:00 (PM) with your regular meeting to follow. But I'll defer to Counsel on that.

Todd Glass: That would be very easy to do. You could have the Public Hearing set for 4:00 (PM) and immediately thereafter the regular meeting would convene.

Roger Emmons: That way you'll probably have a good number on hand.

Carol Hagedorn: That would be fabulous.

Commissioner Johnson: That will give us 'til 6:00 (PM) for APC.

Carol Hagedorn: That would be great. That works for you guys and it works for the County. Then we will look at 4:00 (PM) on May 14th. I will work up a...

Commissioner Weisheit: I'm fine with that. That's great. Yeah.

Commissioner Saylor: So is that good on consensus?

Roger Emmons: Consensus is good.

Todd Glass: Um hum. Um hum.

Commissioner Saylor: Okay. We're good with that.

Carol Hagedorn: Great. Okay, well, thank you. I look forward to seeing you all then. And hopefully lots of people.

Commissioner Weisheit: You might go ahead, we might recognize that this is a half a million dollar ($500,000.00) grant that we're applying for to restore our Historical Jail, the Old Jail here in Boonville.

Carol Hagedorn: Yes, yes. So...

Commissioner Weisheit: We thank you for your hard work in this.

Carol Hagedorn: Yeah, we're looking at some great improvements to that property. So, and we did, I will disclose, we did receive some feedback from the State Historic Preservation Office about the project. So we're working through that and I hope there is more to share at the Public Hearing.

Commissioner Saylor: Good deal.

Commissioner Johnson: Thanks, Carol.

Commissioner Weisheit: Thanks, Carol.

Commissioner Johnson: Did you happen to send a letter up to Congressman Buschon's Office?

Carol Hagedorn: We have not. We're not quite there yet.

Commissioner Johnson: Okay.

Carol Hagedorn: Although we could, I mean we're probably getting close to that.

Commissioner Johnson: It's getting close.

Carol Hagedorn: I, we will, really looking, letters of support, we will in addition to the Public Hearings, there'll be this one (1). There will be a second one (1) prior to application. And prior to application is usually when we start doing the letters of support. So that is on my list.

Commissioner Johnson: Okay.

Carol Hagedorn: We will be reaching out.

Commissioner Johnson: Thank you.

Carol Hagedorn: Okay.

Commissioner Weisheit: Thanks, Carol.

Carol Hagedorn: Thank you, all.

Commissioner Saylor: Thanks, Carol.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
ADA QUOTES

Commissioner Saylor: Next item up on the agenda is our County Administrator, Mr. Emmons.

Roger Emmons: Thank you, Mr. President. First item is the ADA Quotes which you opened and took under advisement at your April 9th meeting. We received three (3) quotes. Hafer, thirty-nine thousand five hundred ($39,500.00). They can start within three (3) weeks after receiving notice to proceed and complete before September 30th of this year. DLZ's quote was for forty-one thousand nine hundred ($41,900.00). They can begin the self-evaluation phase within two (2) weeks of the notice to proceed and commit to completing final ADA transfer plan, transition plan for adoption by December 1st of this year. And Beem, Longest, and Neff was eighty-six thousand nine hundred ($86,900.00), and they stated they can begin work immediately after, if they should receive notice to proceed. So, I don't know what, obviously Hafer is the lowest quote (inaudible).

Commissioner Johnson: And they finish the soonest.

Roger Emmons: Yes.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I make a motion to use Hafer for thirty-nine thousand five hundred ($39,500.00) and getting them. They had the lowest bid and they've also got the fastest completion date.

Commissioner Saylor: Do I have a second?

Commissioner Weisheit: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you, gentlemen.

(Hafer, ADA Quote is located of Pages 32 through 34 of these Official Minutes)

REQUEST FOR FMLA LEAVE

Roger Emmons: Next, we have a request for FMLA Leave. I emailed you about this on April 11th. All required paperwork has been submitted with proper signatures. I recommend approval by motion.

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

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).

ECONOMIC DEVELOPMENT – GREENLIFE DEVELOPMENT PROJECT AGREEMENT

Roger Emmons: Next, we have the Economic Development Agreement by and among the Board of Commissioners, Economic Development Department and Greenlife Development, LLC. My April 16th email covered this to you. It's also been referred to as the Access Road Agreement and I have three (3) originals for the Board's signature. It has been signed by Larry Taylor, Economic Development Executive Director and Nick Cassala, President and General Manager of Greenlife Development, LLC.

Commissioner Saylor: Do we need a motion on that?

Todd Glass: Yes, motion to approve entering into that agreement.

Commissioner Saylor: Okay, do I have a motion?

Commissioner Weisheit: I make a motion to approve the agreement.

Commissioner Saylor: Do I have a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(Economic Development, Greenlife Agreement, is located on Pages 26 through 28 of these Official Minutes)

DECLARE COMMISSIONERS PHONE ITEMS SURPLUS

Roger Emmons: Next is to declare Commissioners' phone items as surplus. The pick up by C & I Electronics was on Friday, April 13th. And rather than wait for that company to have to make another trip, I, I had staff box up our surplus phone items and take them over that day. I need a motion declaring the items surplus. There were thirty-seven (37) M-3904 phones, one (1) M-3902 phone with base, one (1) T-730, sorry, T-7360 e-phone with base, eighty-six (86) receivers, and thirty-three (33) bases.

Commissioner Weisheit: Make a motion to declare all items surplus as spoken.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carried three to zero (3-0).

Roger Emmons: Thank you, gentlemen.

WARRICK COUNTY ECONOMIC DEVELOPMENT DEPARTMENT OFFICE LEASE ADDENDUM III WITH DELTA PROPERTIES

Roger Emmons: Next is the Lease Addendum III with Delta Properties for the Warrick County Economic Development Department Office. This is basically a one (1) year lease extension with no increase in rent. And Larry has brought the original for the Board's approval and signatures.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: I have a motion to approve the new lease agreement.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(Delta Properties, Addendum III, is located on Page 28 of these Official Minutes)

MINUTES MEMORANDUM AND CERTIFICATION APRIL 10, 2018 EXECUTIVE SESSION

Roger Emmons: Next is the, what did I do with it, the Minutes Memorandum for your April 10, 2018 Executive Session. Just need a motion to approve and the Board's signature and Debbie's attestation.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I make that motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(Executive Session, 04-10-2018, is located on Page 28 of these Official Minutes)

MERTA APPEAL OF MEDBEN

Roger Emmons: Moving on, just a reminder on the Merta appeal, that will be on your May 14th agenda at which, which time you will have to make your decision, because the deadline's May 26th, no later than. Your second meeting in May is after that date. So that's info only.

WARRICK COUNTY JAIL WALK IN COOLER

Roger Emmons: And then the Jail walk in cooler, just following the Indiana Code and your policy on that. You acknowledged that you gave me, you declared it an emergency situation. Joe did get the two (2) quotes. And they were with J.E. Shekell and Baylor Heating, Air Conditioning and Plumbing, but Shekell could start immediately and it was an emergency situation, and Baylor could not. So all I need is a motion acknowledging and approving the emergency declaration and to approve the quote from J.E. Shekell as the best quote in the interest of the County.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I make that motion.

Commissioner Weisheit: Second.

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

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(J.E Shekell HVAC Quote is located on Page 60 of these Official Minutes)

ADMINISTRATIVE MEETINGS TO BE SCHEDULED

Roger Emmons: Number three (3) is administrative meetings that need to be scheduled.

REQUESTS FROM EMA DIRECTOR

Roger Emmons: Then I have requests from EMA Director Dave Woolen. You approved, you declared those items, a radio and a power supply as surplus, at your meeting on February 26th. The radio's an old ham radio, and you know, I can see it being properly displayed in the local museum. But I don't know if that's something that we can donate to, you know, I guess they're not...

Todd Glass: If it's already been declared surplus...

Roger Emmons: It has.

Todd Glass: Probably has very little value otherwise.

Roger Emmons: Right.

Todd Glass: Then you're in the clear.

Roger Emmons: So we're okay. Very good. And of course the other was a power supply. RACES Brothers is preparing a trailer for EMA, so that's not a problem. Alright. Thank you very much.

Commissioner Johnson: Roger, did you skip number three (3)?

Roger Emmons: No, that was just reminders for meetings we need to have, administrative meetings.

Commissioner Johnson: Thank you.

Roger Emmons: Thank you, Bob.

TIRES FOR WEIGHTS AND MEASURES VAN

Roger Emmons: So next we have the tires for the Weights and Measures van. I emailed you on April 18th the summary and copy of the quotes that our inspector, Ryan Redman, obtained. Joe also received an email and I can summarize them if you wish. But Ryan also emailed you pho...photos of the poor condition of the tires. So, I didn't know if you had the chance to review this. It's a small purchase. If you want to wait and tell me via email. It's up to you.

Commissioner Saylor: I'd just as soon handle it here

Roger Emmons: Okay.

Commissioner Saylor: Do we need motion or consensus, Counsel?

Todd Glass: And what, what are you, what action are you seeking, Roger? Trying to…?

Roger Emmons: Ryan Redman is our new Weights and Measures Inspector and he noticed the van, the tires are really a safety issue. He got five (5), excuse me…

Todd Glass: Oh, okay.

Roger Emmons: Yeah.

Commissioner Saylor: Just approval of new tires for that van.

Todd Glass: Yeah, just go ahead by motion, Mr. President.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I make that motion.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye. Wait a minute.

Commissioner Weisheit: Aye, I mean, I'll second it.

Roger Emmons: For which one (1)?

Commissioner Weisheit: Do you, well, I don't care which set of tires you buy, Roger. I'll be honest with you.

Roger Emmons: Okay. Just get a set of tires. I mean you guys get the best deal (inaudible)…

Commissioner Saylor: Whatever the best, wherever the best deal is.

Commissioner Johnson: You also need a front end alignment on that?

Roger Emmons: He, I've said that needs to be done. So, I agree with you. Okay.

Commissioner Saylor: So, so the motion is…

Commissioner Weisheit: Just to put a set of tires.

Commissioner Saylor: Tires and alignment. And Bob first and you seconded. All in favor, aye, we're all in favor?

Commissioner Weisheit: Yeah.

Commissioner Saylor: Three, zero (3-0).

Roger Emmons: Thank you very much.

APPROVE SERVICE AGREEMENT ADDENDUM

Roger Emmons: Lastly, approve service agreement addendum for Warrick County Jail. This is on their rooftop AC units and the Mitsubishi split system. There's no change in cost. All it does is move the condenser cleaning from the first quarter they do in March, right now, to the second quarter which they will do in June for those units.

Todd Glass: Just by consensus if you're okay with it.

Commissioner Weisheit: Consensus. I'm okay with it.

Commissioner Saylor: I'm fine.

Roger Emmons: Um, I think that's it.

Commissioner Saylor: Is that it? Just two (2) pages. That's the fastest.

Roger Emmons: Now on to the topic of the day.

(Warrick Jail Unit Service Agreement is located on Page 29 of these Official Minutes)

COUNTY ATTORNEY
ORDINANCE 2018-07
NUISANCE ORDINANCE – THIRD READING

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

Todd Glass: Alright, thank you, Mr. President. We put as my first agenda item, Ordinance 2018-07 which is the Third Reading of an Ordinance of the Board of Commissioners of Warrick County, Indiana, adopting a new chapter regarding public nuisances. Mr. President, we talked about the content of the Ordinance at the last meeting. Would you like me to, for those present, to run through the Ordinance and just summarize the key points?

Commissioner Saylor: Yes.

Commissioner Johnson: Yes.

Commissioner Saylor: If you would please.

Todd Glass: Rather than read verbatim, again this is the Ordinance proposed to the Board of Commissioners on a new chapter in the Code of Ordinances regarding public nuisances. It has evolved somewhat since the First Reading in light of comments that have been brought to the Board of Commissioners and they directed me to make some improvements from the first draft and I'll try to highlight those as we go through it. In the Whereas paragraphs on the first page, we've clarified that the intent of the Ordinance is to help better regulate nuisances and properties used for residential and commercial purposes. Particularly what we've tried to do here, Mr. President, on the first page is address a concern in the rural areas and, and those business owners with farming operations that this does not apply, is not intended to apply to farming operations and agricultural properties. The fact of the matter is, Indiana law does not define a nuisance in the same way in farming operations as it does in a residential or commercial property. In fact Indiana law exempts most all farming operations from the same definition. We've just simply explained that better in our Ordinance that we're following Indiana law and spelling out that the Ordinance more clearly states it's not intended to apply to agricultural operations. And then on the bottom of the first page it goes into the new Chapter 157.01 and I'll read that section. "It is hereby declared to be the purpose of this chapter to regulate and control the growth and require the cutting and removal of weeds and other rank vegetation on all parcels of real estate on residential and commercial properties in the unincorporated areas of Warrick County not otherwise exempted." This further declares that the purpose of the chapter is, "To protect the public health safety and welfare and enhance the environment for the people of Warrick County by making it unlawful for residential and commercial property owners and occupants to allow a nuisance as defined by Indiana law to exist on any real property in Warrick County." So the purpose of it is simply to codify in our Code of Ordinances, Indiana law that already exists.

Commissioner Saylor: And some of this is, is covered under our Township Trustees. They, they have the authority to already do some of this right here.

Todd Glass: Correct. The Township Trustees already have a certain rules, responsibilities, and authorities that they're given to try and regulate that in, in their respective townships. That presents a variety of challenges and problems to the Township Trustees. Those have been brought to you over quite some time, pointing those challenges out to you. And, Mr. President, what you've instructed to be drafted here is an attempt to try to offer the Township Trustees another tool, another resource to try to address the, the weeds and rank vegetation issue. That's what they deal with on a daily basis. Not the garbage or the junk, but the grass and the vegetation. And this is meant to try and complement what they're doing and give them another resource. I've heard various comments from Township Trustees that indicate that they'll continue working off of their statutory authority but some of them are such a problem that they've, they've needed more help. In those situations we are believing or anticipating that the Township Trustees will reach out to the Warrick County Ordinance as a possible solution. We go in and, and I won't go through all the definitions, but I will mention that based upon some prior comments, we specifically defined abandoned vehicles even better than our first draft. Now it specifically states that an abandon vehicle does not include a piece of farming equipment, farm implements or machinery parts that are used in agricultural operations. Again, that just restates existing Indiana law. Indiana law and Indiana policy is that those things are not the same as an abandon inoperable car on, on one's property. So we just again clarified that for everybody. Again in the definitions it, it, it explains that the, the, it's a three (3) legged stool, this Ordinance deals with weeds and grass, it deals with garbage, it deals with junk, all three (3) things. And a property might just have one (1) problem, or it might have all three (3) and it applies none the less. We go into Section 3 of the Ordinance, 157.03, and in Subpart B there it does explain what a violation is. It's a violation of this chapter for an owner to allow weeds, rank vegetation, garbage, and/or junk to accumulate on real property located within Warrick County used for residential or commercial purposes and thereby creating a public nuisance effecting a neighborhood or community as may be determined by this Board.

Commissioner Saylor: Todd, can I stop you there?

Todd Glass: Um hum, certainly.

Commissioner Saylor: For the audience, can you address what, in your thoughts of a public nuisance and what that, you know, where kind of in a rural areas it might not be as much as a public nuisance as it is in a populated, densely populated area.

Todd Glass: Yeah, that's certainly the reality of it. One (1) thing that is probably very important to pause and remind ourselves is what Indiana law says a nuisance is. As, as, as somebody just mentioned to me today, it's not cutting your grass diagonally instead of straight up and down, because you want to cut diagonally to meet your approval. It can get that ridiculous. But let me read to you, Mr. President, a nuisance under Indiana law is something injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property so as essentially to interfere with a comfortable enjoyment of life or property. That's a high bar. And, and, so this isn't your neighbor leaving their two (2) trash and recycling bins in the front of their garage. It is something much more egregious. It is something that is effecting the neighbors through health, vermin, safety issues, children being at risk, values being lessened. So the fact that it is a Nuisance Ordinance means that it starts up here as far as a bar is concerned, as to what properties fit into your Ordinance. And, and it, it is not a science necessarily, it is an art to some degree. Because a nuisance that's in Old Hickory in Newburgh, might not be a nuisance in Selvin. Right? Or Tennyson.

John Wilson: Folsomville.

Todd Glass: So, so it is different. Now the protections that are written into this process is, is that, let's talk about that. Because the process is meant to try to address the fact that something that's a nuisance here might not be a nuisance over there. A good example is farming equipment, for example. But what the process is, is that there'll be forms available through the Administrator's Office and hopefully maybe on the website where a member of the neighborhood or community adjacent to this subject property can file a complaint alleging a nuisance. At least two (2) of those neighbors have to file a complaint before this Board will even consider it. That protects, somebody that lives in Lynnville that drives to St. Vincent's to work every day, they can't file an objection to somebody that lives on Vann Road

inspection report where, Mr. President, if it's a parcel in your district, you would personally drive by it or you would instruct somebody to do that on your behalf that is a member of the Warrick County Highway Department or elsewise and you would look into it. And you would see, is this look like, does this look like something that amounts to a nuisance as that term is defined in our Ordinance. Is this something that has been filed by a neighbor, a member of the neighboring community, or is it somebody that lives in Lynnville that's trying to complain about somebody that lives in Newburgh. You can't do that. You're also looking to see if the violation, you look into whether or not the violation report is being filed for some other reason than to report a nuisance. What if it's, 'I'm just getting back at my neighbor because he kicked my cat the other week.' So that's something else the Commissioners have to consider. You also consider whether or not it meets the definition of a nuisance under the Statute and again that depends on the circumstances. So if you agree with the alleged complaint that it is a nuisance, you file that report with the Administrator and then and only then does that property owner receive a notice by certified mail and by posting it on their property that they have an allegation of a nuisance on their property and they have ten (10) days to clean up the stated problem. They have a right to come to you during those ten (10) days and say, "I disagree. My trash is my treasure." Whatever they want to say. So they have a right to object to you before anything else happens and come to you, the Board of Commissioners and advocate why it's not a nuisance. If that's done and you're not convinced and you agree with the initial determination or if they don't appeal it, then the next step is you have to instruct your attorney to go to the court and prove to the court that it's a nuisance. We file an Ordinance violation with the court and only if the court agrees with you that it is a nuisance, another opportunity for the property owner to be present, and advocate whether it is a nuisance or not, only then is the property subject to a clean-up. So if, if the court agrees with that, the County Commissioners will get an order of abatement, the property is cleaned up, the property owner is served with an invoice for the costs incurred. They have ten (10) days to pay it. Again during that ten (10) days, they could come back to you and say, "That's not the right amount," or "that's too much" or "I can't pay that, I can pay that over time," or whatever. They have a right to appeal the invoice. And only if that doesn't happen and they don't pay it does it actually go on the tax duplicates. So that's the process, every step of the way in, in the process. We have put in a variety of mechanisms for individuals that believe that they've been aggrieved by the process to appeal or raise the issues that they think is important for you to hear and they have plenty of opportunity to do so. It also provides that anything that is before you in the way of a, a, a complaint, in the way of an appeal, of any sort of thing, you have to timely address it every step of the way within thirty (30) days. You can't just sit on it. So no one's going to be subject to being left high and dry waiting on what you are going to do. There's again exemptions for agricultural operations, industrial and forestry operations, school corporations, and that sort of thing. We have the process by which, and this hasn't been done yet, if, if this is approved by the Board, you then have to go out and seek requests for proposals for independent contractor vendors to serve as the clean-up vendors. Those people will be bonded and competent, independent contractors. And that's another thing that you miss, Mr. President, sometimes, some of these Nuisance Ordinances in various other jurisdictions have themselves do the clean-up, the County do the clean-up. This does not do that because you indicated you had some concern the, the reception that that would receive if the County was actually doing the cleanup. This is actually vendors the will win a beauty contest with you on bids and you can decide whether or not to accept two (2) or three (3) or four (4) or five (5) vendors that you can choose from to actual, to do the actual clean-up for you. All fines and other costs collected, you'll work with the County Council and the Auditor to create a Public Nuisance Fund to help fund the operations. Also you instructed me in this final version to make the effective date, if you approve it tonight, the effective date will not be until June 1, 2018, again to help better educate everybody and, so the County knows that, what is in the Ordinance and, and when it becomes effective. I hope that's a useful, quick summary again of the Ordinance that's, I think we started about sixteen (16) months ago thinking through how to do it fairly and equitably and this is our product and I think the process is a good one (1) and certainly follows Indiana law.

Commissioner Saylor: Okay. Alright, so now we'll open it up to the audience for people who want to talk.

Roger Emmons: (Inaudible).

Commissioner Saylor: We will open it up to the audience to the people that want to talk for and against it. You have to be on the sign-up sheet. I will call you up here. We'll alternate. The first one (1) on the sign-up sheet will be, since the pros are the largest, longest sheet, we'll call up Mr. Dixie Dugan. Is he here today?

Roger Emmons: Yeah.

Commissioner Saylor: Mr. Dugan, come on up. State your name, address for the record, please.

Dixie Dugan: Good evening.

Commissioner Saylor: Good evening.

Dixie Dugan: I'm Dixie Dugan. I live at 7766 Meadow Lane in Newburgh, Indiana.

Commissioner Johnson: Good to see you, Sir.

Dixie Dugan: Before I give you my opinion, I disagree with one (1) thing. A car at least three (3) model years old. What do you do with one (1) that's about six (6) months old, somebody wrecks it and it sits there until the license runs out and it's twelve (12) months old sitting there with no license on it. It's a real headache and all tore up. That's one (1) thing. I've been in Warrick County Government since the mid-90s. This is something that needs to be done for the County in some version. And we have within the area that I live, two (2) properties that the neighbors, adjoining neighbors I don't believe, could give their properties away for the condition of the property between them. And it's just positively horrible and it seems like nothing can be done. I know the one has been cleaned up once or twice. The other one (1) is horrible. There's cans of food and stuff about half full sitting on the front porch, there's children in that house, and what does that attract but mice and rats. I commend you people for attempting to do this. It's going to be a tough job. But I wish you well. Thank you.

Commissioner Saylor: Thank you.

Commissioner Johnson: Thank you, Dixie.

Commissioner Saylor: I might say this, any new, any time we look at a new Ordinance, there's always going to be tweaks and that kind of thing. Just like people raise certain issues and questions, you know, we will, we will look at this. We will evaluate this to make sure it is being prosecuted fairly to all. I just want to say that. We're not opposed to going

back and looking at this and you know addressing these kind of little things, the wording about the, I mean, he, he just brought up a good point there. On the against, the next person on here, is that, John, did you sign up first? Is this you, John?

John Wilson: Me?

Commissioner Saylor: Yeah.

John Wilson: I might have went on the wrong one (1). (Inaudible).

Commissioner Saylor: You're for the, against it, speak, yeah, come on up. I think this is you. Is that?

John Wilson: Yeah.

Commissioner Johnson: Looks like it.

John Wilson: Yeah.

Commissioner Saylor: You sign your name like a doctor.

John Wilson: Oh, well, I...

Commissioner Saylor: State your name and address for the record.

John Wilson: John Wilson. Folsomville, Indiana. I was just going, I mean not you, but I talked to everybody here. You guys, I'm a farmer and I got metal. I'm on disability. I've got to have some of the metal. I've got all them cars. I put stuff together. I only make so much a month.

Roger Emmons: John, please address this Board.

John Wilson: Oh.

Commissioner Saylor: John, talk, talk to us.

John Wilson: Okay. And I do the same thing. We've got the farm. We're getting in trouble cause all the people from Newburgh and everybody's coming to farms and we're putting, you know, everything, cow shit, pig poop, and everything. They're dogging us now. And we've got metal and I'm on disability and I only make so much. And we go buy old cars like G & G, Cron, you can buy them for a hundred dollars ($100.00). And we put stuff there and we can leave it for two (2) or three (3) months, four (4). And we take parts off. I went down there in Chandler today and them people when you get in Chandler when you take a left at them trailers, they got old campers or old trailers there, or not trailers, lawnmowers. They're just like me to make money and I went over and got parts, five dollars ($5.00) from them. I went to the other guys a salesman now and over by the fast cars. I went and got parts for him. You can buy stuff cheaper that way. And these people are mad because they want their houses so expensive. They can't do that no more. We own our taxes. We pay it. If not, like I told you while ago, people's already threatening, there's gonna be a war. And I, I was going to ask you, if they have someone on your property, is that going to be Jerry Aigner, who's that? That's going to be a big thing about us.

Commissioner Saylor: It, it, it would be subject to bids.

John Wilson: I know, is that going to be Jerry Aigner? Cause everybody's upset with Jerry Aigner about trash. And everybody's going to change that. Cause I already...

Commissioner Saylor: I don't know who would bid on it.

John Wilson: Okay, I was gonna say, cause everybody on our property, I have talked to people, if they come on our property they're going to end up having a war.

Commissioner Johnson: John.

John Wilson: Yeah.

Commissioner Johnson: John, you're on a farm, correct?

John Wilson: Yeah, but it don't matter, we've got neighbors up there now, that we're a farm and they're after us cause it's no different. People's gonna end up getting shot. I'm just telling you what's going to happen. People, they've done talked to people, both, I was up at Chandler just now getting parts. They said if they're coming, there ain't going to be someone on their property come and do it. It's going to end like, you know like you have bombs at like in the churches now, people at school. They done said it's going to be a war shooting. I'm just telling you up front, cause I had, I ain't scared to tell you, I'm against Aigner and everything. But when that happens, you guys are going to be in trouble for somebody shooting. It's going to be a war and Warrick County's already starting. And I talked to the farmers and that why I'm in here helping you guys cause I'm disability and I go talk to people. If you get on your property and you threaten us, it's going to be a war. I'm just telling you.

Commissioner Saylor: John, farmers are exempt.

John Wilson: I know, but I'm with everybody, part of my (inaudible). But I'm just telling you, everybody's with me every time cause they're tired of it. You get on the property, and you come on our property, the guns already going to come out. And if they end up shooting you guys, cause everybody's out for Jerry Aigner about the trash. I'm just telling you that. People's gonna end up shooting Jerry on the trash cause everybody's getting rid of him. I'm just telling you the truth. I'm gonna leave but it's going to be a war.

Commissioner Saylor: Alright. Thank you, John. Next, next person, Mr. Bennett. Mr. Chad Bennett.

Chad Bennett: Can I (inaudible) on that? I'm having computer problems.

Commissioner Saylor: Next, next person who would be Mary Jo Huff.

John Wilson: (Inaudible).

Mary Jo Huff: He calls me Grandma.

John Wilson: I call her granny cause I had a brain aneurysm I can't remember her name, so (inaudible).

Mary Jo Huff: My name is Mary Jo Huff. I live at 4333 Sandra Kay Lane in Newburgh, Indiana. And I first of all am very much interested in the Ordinance. I do have a couple of things that I would be concerned about and that's how long the process would take. If I listened to what you're saying, it would, like if somebody called the first of May it may be September before we would get anything done going through that whole process. I think that needs to be addressed as far as what would happen to the immediate problem that was there. And I also have another question that I didn't ask the last time I was here. This is if we live in a neighborhood and we end up with somebody like the (HWY) 261 address, and you pay your taxes, can we get some kind of an adjustment on our taxes because our house is not worth what it was worth before those people were there. And so that's something else to consider. You know if I want to sell my house, I would not get out of my house what I could get out of my house if that particular problem was not living right there across the street in my neighborhood. And the same thing has gone down on outer Lincoln. And I know the people that moved from there whose husband died right after, well a couple years later. And they took a hit on that house, well over ten grand ($10,000.00). And that's a lot to say about the same people that pay the same taxes as the people that live wherever in Warrick County. And so I'm personally very much in favor and I do appreciate the changes that you've made for the people that were concerned about their farmland. And I think that was a very, very smart thing to do. So there's my two (2) things, the process and the taxes.

Commissioner Saylor: Thank you very much.

Commissioner Johnson: Thank you very much.

Commissioner Saylor: Thank you, Mary Jo.

Todd Glass: That's a good point, Mr. President. I'm not a real estate tax expert but I think that has a remedy through the assessment procedures through the County Assessor's Office.

Roger Emmons: (Inaudible).

Todd Glass: Next time you get an assessment if it went up and you think it should have gone down, you can address that.

Mary Jo Huff: They sent me here. I did go there and they said I needed to go to this meeting.

Todd Glass: I'll talk with them.

Mary Jo Huff: Okay.

John Wilson: (Inaudible).

Commissioner Saylor: Alright, next person on the sheet is, is Kerry, is it Weinkamp?

Commissioner Weisheit: Weitkamp.

Commissioner Saylor: Weitkamp. Oh. Come on up Kerry, state your name and address for the record please.

Kerry Weitkamp: My name's Kerry Weitkamp. I live at 6...6944 East State Road 68, Dale. That's Selvin. And...

Commissioner Johnson: Hi, Kerry.

Kerry Weitkamp: How you doing?

Commissioner Johnson: Good.

Kerry Weitkamp: I have not read through that. Well, I guess I kind of skimmed through it. Sounds like some of the changes are better. I'm still kind of opposed to anybody telling me what I can and cannot have.

Commissioner Saylor: Me too.

Kerry Weitkamp: However, I mean there's a couple people here that's got some problems and those problems need to be addressed. I'd just like to see the guys like me that have some junk laying around and we're out and away from everybody, that's why we're out there. I don't want to live in Christmas Lake Village. If I did, I'd be there. And you've got guys that's got hobbies and old cars and stuff sitting around and stuff sitting around like I said last time, my parts and stuff. I just think that guy ought to be, maybe not exempt, but whatever.

Commissioner Saylor: Yeah.

Commissioner Johnson: Understood.

Commissioner Saylor: That's why we tried to address the rural areas in this, in this new...

Kerry Weitkamp: Right.

Commissioner Saylor: Okay.

Commissioner Weisheit: Thank you, Kerry.

Commissioner Saylor: Okay, we'll keep it (inaudible). Thank you. Let me see, you ready? Chad Bennett would be the next person up.

Chad Bennett: (Inaudible) slides. (Inaudible) monitors on. My name's Chad Bennett and I'm the Ohio Township Trustee. My slides that I got in front of me are just kind of rolling though and I just kind of want you to see a sample of properties that are in Ohio Township and in Warrick County. This, these properties have come to our attention over the years of being in office and kind of why I feel compelled to speak about this is because in the Trustee's Office as Todd spoke we have the ability to deal with tall grass and rank vegetation and that's it. When we get problem properties like this where we get a phone call that have tall grass and rank vegetation on it or pools that haven't been opened in years and years, we can't go on that property and do our work because of the grass is intermingled with trash and junk. So that's where Trustees end up in a roadblock. And then we can't help the people who are calling in a neighbors, that are complaining about properties and different things. And I think a lot of this really has to do with what Mrs. Huff just spoke about was property values. You know the values of these properties are suffering a great hit because your neighbor has this. And I, I don't disagree that there's a difference between somebody that lives in the country and somebody that live in the neighborhood. But we have to kind of be good neighbors and good stewards of it. And so you know property values that are taking a hit are an unintended consequence because of how your neighbor chooses to live their, leave their property in disarray. Somebody who's was wanting to come speak today, but just called me before the meeting and was not, was Julie Bosma, a realtor. She actually has a house that's for sale on Holly Drive which was one (1) of the properties in our slide. House has trash, junk, is abandoned. The people walked away from it. A bank owns it and the house sold for fifteen thousand dollars ($15,000.00) less that what they could have and it took them over six (6) months to sell that house. She said had that property not been in the shape that it was, that it was similar to the one (1) on the opposite side. They would have got asking price and the house would have sold in under thirty (30) days. And so that property that took a hit. Number one (1) is a bad consequence for the person that owns it, but number two (2) the next time a property in a neighboring area goes to sell and they comp that house for real estate, it's going to draw the value of a house half mile away down as well. And so these are people that really can't have a choice in what they, what they see in their, in their neighborhoods. And any one (1) of us can wake up tomorrow and have this as a neighbor. And so having something like this would give, give the Commissioners a tool and, and it will give Trustees a tool, Todd, as you spoke earlier because we could use this as another tool. Obviously we can't be the ones to go and enforce this. But I can tell you that in my office we deal with at least a half a dozen habitual properties. It's the same property every year and the Trustee's Office is mowing it several times a year. These banks know that Warrick County does not have a Nuisance Ordinance in place and so they have no financial incentive to want to maintain a property when they're out in California or Utah and they're nowhere near here. And so when a Trustee goes and mows that property we can put our actual cost on there, we can't put any fines or penalties with interest. We can't charge for our certified mails or none of that stuff and so at the end of the day, the taxpayers of that Township are ultimately subsidizing the payment for cutting that grass for somebody that chooses not to do it. And so this would give the Trustees a tool to be able to go, go after that bank so you can cite, hey, by the way, Warrick County has Ordinance such and such and if, if you don't maintain your properties then, then the County could go after you as well. And a lot of times if we get somebody in our office and it was just, hey, I, the grass season got away from me, I'm working weekends and it was raining and all that. We understand that and we work with them. But people that just blatantly don't cut their grass and it's knee high, it, it's a health issue. And so...

Todd Glass: Chad, can I, what do you do with, you know, the Chase Manhattan's that are in the east coast that own that property from a foreclosure? How do you deal with that?

Chad Bennett: Well, getting to the root of who owns the property sometimes is a challenge. You just, you contact them just like you would the property owner. You try to find the name of someone in the Property Management Department which is usually not very easy. And you give them the property address and nine (9) out of ten (10) times they tell you, oh, yeah, we'll take care of it, and it never gets taken care of. And you know I had one (1) property management company that asked us to maintain it for them and just, just give them the bill. And I told them that you know Trustees are not in the property management business, we just want you to maintain, maintain the property. So we've never in my term as Trustee have had any issue with a local banks. Well, I had one (1) subdivision that gotten taken over and the local bank, I called them. He said, I know why you're calling me, because the grass in the subdivision is knee high and they had it cut a week later. So...

Commissioner Saylor: Chad, how many properties do you deal with in the course of the year with the tall weeds and, ballpark?

Chad Bennett: Probably well over sixty (60).

Commissioner Saylor: And then what percentage of that is owned by a bank, or out-of-town banks or foreclosures or...

Chad Bennett: Probably a quarter (25%).

Commissioner Saylor: So about twenty-five percent (25%)?

Chad Bennett: Yeah, that's probably close.

Todd Glass: Are you even equipped if you get a complaint and you go out there and you've got appliances in the front yard and bags of trash. Are you even able to do anything like that?

Chad Bennett: No, the Trustee Statute clearly states tall grass and rank vegetation. So we can't, I've heard talk about the, the Lincoln Avenue property that's kind of become infamous for Warrick County and you know, welcome to Warrick County if you come in on Lincoln Avenue, you see this house. You know the County's cleaned it up several times to my knowledge. I sent them a letter last year. Ironically their grass was getting tall. They mowed their grass but their property has gotten back into disarray to where if we got a complaint on it and had to go mow it again this season, I

the road but then imagine what those people are living with behind it. Cause every property joins up to something. And so if you're not staring at it out your front door, you're staring at it out your back door. And I just think that we need to have something that's in a good, well-crafted Ordinance that gives people, the taxpayers a remedy to do something. Cause right now they don't really have that. And it's an important thing, you know, it's about quality of life. You know we all want to live in a good community and, and I think at the end of the day and you know I, I totally understand and get the people that have lots of acres and lots of property. And we just need to find a way to pass something that works between both of those. So...

Commissioner Saylor: Alright.

Chad Bennett: Any other questions?

Commissioner Saylor: That's it.

Chad Bennett: Alright, thank you for your time.

Commissioner Weisheit: Good job, Chad, thank you.

Commissioner Johnson: (Inaudible).

Commissioner Saylor: Next person is Ron, is that Rothenberger?

Ron Rothgerber: Rothgerber.

Roger Emmons: Rothgerber?

Commissioner Saylor: Rothgerber. State your name and address for the record, Sir.

Ron Rothgerber: Ron Rothgerber, 6341 North Folsomville Road.

Todd Glass: Could you spell your last name also.

Ron Rothgerber: R-o-t-h-g-e-r-b-e-r.

Todd Glass: Thank you.

Ron Rothgerber: She knows it. She's related.

Todd Glass: Oh.

Ron Rothgerber: Anyway, I guess my concern is on your definition of exempted facilities, you describe industrial operations. Under Indiana Code 32-36-9, which if you read that rule is very vague. And then if you go back to your definition of a person which includes a corporation limited liability corporation or company or partnership, in reading this it appears that you're looking at private individuals and commercial enterprises that are open for the public, the way the rest of this reads. So I guess my question is, or concern is that manufacturing facilities, industrial sites, and business that are corporations and limited liability corporations be spelled out more clearly in the exemptions along with agricultural operations.

Commissioner Weisheit: I kind of agree with you on that. You would be running an automotive type garage and you'd need your vehicles and parts around there. So I agree with you a hundred percent (100%) on that. Or that's my interpretation on the law.

Ron Rothgerber: Okay.

Commissioner Johnson: Thank you.

Commissioner Saylor: Thank you.

Commissioner Weisheit: Thank you.

Todd Glass: One (1), one (1) of the reasons you include the commercial and correct me if I'm wrong I think there was an oil change business on Bell Oaks a year or two (1) ago that went out of business and where was that across from? Showplace Cinemas?

Commissioner Saylor: Right by Arby's.

Todd Glass: It fell in disrepair and we didn't have anything on, we, you had nothing on the books to help with that. So...

Commissioner Saylor: Or help the Trustee on.

Chad Bennett: May I also speak on that? Trustees are not allowed to do commercial properties (inaudible) grass (inaudible) only residential.

Commissioner Weisheit: Good point.

Commissioner Saylor: Alright, Mr. Price. Jim Price? State your name and address for the record please.

Jim Price: My name is Jim Price. I live at 4801 Overland Drive. It's been about six (6) years since I first started meeting with you guys. I haven't been here for a few years. Picture number nine (9), that was the property next to me. We had the fire back in 2011 and the conviction didn't come 'til 2017. So that took some time too. But I wanted to come here and speak about this tonight because, you know, the issue that we had back in 2011 and in all the years

since then, was that APC doesn't have authority over this. The Building Commissioner couldn't help on this. The, well, I came to you, my neighborhood and I came to you, we had three hundred seventy-five (375) homes in my neighborhood, so we came and you were tied. Your hands were tied.

Commissioner Weisheit: We needed to be able to fix this then, didn't we?

Jim Price: And honestly the home is, the foundation is still there. A gentleman bought it last year. He has promised to put a house on it this spring or this summer. But it's been seven (7) years since the fire and all the problems that we've had. And we were, we were like you are now. No authority, we had no authority. JP Morgan Chase worthless, they certainly didn't help Ohio Township, did they? Time after time, year after year we went and that's the procedure that you have to go through and it took months to get it to the point where they would keep it mowed and everything. The Township did a fabulous job and did their part of it. It's just the out-of-state banks don't care. The people who live there, one (1) of them's now convicted. The other has moved to Ohio. Actually that's where her husband's under house arrest for ten (10) years. So they just left, they left the property. It was eventually torn down but it took us probably three (3) years to get the abandoned house torn down. The possibility of injury still exists because it's still a hole in the ground. There's still the possibility of vermin. We still have a problem with weeds, they grow. One (1) of my neighbor's is taking care of the property at no cost to them, the current owner, as a favor to them, to help the neighborhood. And we've, we've, pretty much I can speak for probably everyone in the neighborhood that, you know, we would support almost anything you guys can do to put one (1) more tool in your toolkit that would allow people in Warrick County to have a chance to address, excuse me, the nuisances that occur whether it's from meth related fire or just finances have collapsed on someone and they abandon their property. There's lots of reasons why places end up the way they do. A lot of good people have to live in those neighborhoods too. And we really don't have any way to address those. We would hope, I would ask that you pass this. I understand the farmers concerns. My grandparents were farmers or were back in Union County. Boy I loved the farm. If people move near to a farm, the farm was there first. You know I have every hope that the family farms will survive. My grandparents were family farmers. They don't need any more burdens put on them. And from what I heard, you guys have tried to do as much as you can to make sure that doesn't happen. And you just suffer from the same fate that all government people do, not everyone has trust in the hands that work for us. But I would ask you to seriously consider passing this Ordinance tonight.

Commissioner Weisheit: Thank you.

Commissioner Johnson: Thank you.

Commissioner Saylor: Thank you, Jim. Appreciate it.

Todd Glass: Mr. President, could I say for Mr. Price's benefit, also this Board passed last year an Ordinance that followed the Indiana unsafe building, unsafe building practices act. Anyway, we now, this Commission also has the ability to address buildings and that was meant to address the Overland Park Drive situation and can go, might not be a nuisance, but it could be an unsafe building and that, and we now have an Ordinance that allows the Commissioners to go and demolish and charge the property owner for the cost.

Jim Price: Good, thank you.

Commissioner Saylor: Thank you, Jim and Todd. Kathy Collins is next on the, Kathy come on up and state your name and address for the record, please.

Kathy Collins: My name's Kathy Collins and I live at 1777 West Kelley Road in Boonville. Just quickly, I live out where the CAFO was supposed to be built and there's a lot of health issues we're really, really worried about. And I'm kind of for the Ordinance because my husband and I, we kind of decided, well, maybe we should just move, just get away from it and we've been driving around a lot in the rural, we just have a perfect spot where we are really. And there's a lot of, there's a lot of trashy, there's a lot of mess out there. It's not farmers. It's not farmers. Farmers' properties is not the issue. There's just trash and my husband looked at me as we drove around and he said, would you want to live here and I said, no. I'll stick with lung disease. I mean it's that bad. So I think there probably needs to be so kind of Ordinance for the mess people have to live around. So, thank you.

Commissioner Johnson: Thank you.

Commissioner Saylor: Thank you. Bill, Bill Tanner. State your name and address.

Bill Tanner: My name is Bill Tanner and I live at 960 State Route 261 in between Jenner and Gardner. I mean this is right on the State highway. There's several there. The big one (1) is right across the street from me. I've been thinking about selling my home. It's big and I have a lot or property and you know, I'm not a kid anymore. It's getting harder to take care of all the time. I had a realtor out and he looked at it and said is that a junk yard across the street? So, so what's that do to my property values? And I'm not here saying that, I'm not for big government, okay?

Commissioner Saylor: Me neither.

Bill Tanner: But these people just park all this junk out there, you know, and they take down all their neighbors' property values and we should be able to do something about that. And you guys talked about an exempted limited liability corporations, on the other side of me, I have a gentleman that runs a plumbing business out of his home. He's got all these employee's cars parked there. He's got his stuff parked there. It's zoned residential and he, he's in the same place I'm at, so even, there are restrictions on that property that says it cannot be used commercial.

Todd Glass: Right. Um hum.

Bill Tanner: But there he is. And I've got to look at all that. Then you go about a quarter (¼) of a mile down the road and there's a motor home sitting there that if you moved it, you would have to get a chainsaw. The trees are that big around it. It's been there I know at least ten (10) years. Guys, we need to do something about this stuff.

Commissioner Saylor: We're trying.

Bill Tanner: And I appreciate you guys.

Commissioner Johnson: Thank you, Bill.

Commissioner Saylor: Thank you, Bill. Tony, is that Frank?

Tony Fanok: Fanok.

Commissioner Saylor: Fanok? Okay, come on up, Tony.

Todd Glass: And if you would spell your name for the...

Tony Fanok: Last name is Fanok. F-a-n-o-k. I live at 6797 Holly Drive in Newburgh. You guys want to look at pictures? Just a couple of them.

Commissioner Saylor: Yeah, that's fine. Bring them on up.

Tony Fanok: The house across the street from me has been vacant, it was a year in March. When they left they piled trash up in front of the, the pool behind it is open. There are rodents. Mr. Bennett spoke of the house beside it that sold for less than the value. I contacted the Trustee's Office who came out. His hands were tied. I contacted, I made a complaint with the Planning Commission. I called the Health Department. Everyone tried to be helpful, but there was nothing they could do. I encourage you, these guys need help with enforcement, anything you can do to help, we would appreciate it. Thank you.

Commissioner Johnson: Thank you.

Commissioner Saylor: Thank you.

Commissioner Weisheit: Thank you, Tony.

Commissioner Saylor: Okay, that's everybody on the list. So now, I think, Counselor, do you need to add anything?

Todd Glass: No, Sir.

Commissioner Saylor: Okay. (Inaudible) reading?

Todd Glass: Yeah, you would move to approve Warrick County Commissioners Ordinance 2018-07 on Third Reading.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to pass Ordinance 2018-07 on Third Reading.

Commissioner Weisheit: I'll second it.

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.

(Nuisance Ordinance, Ordinance 2018-07, is located on Pages 30 through 32 of these Official Minutes)

WARRICK HISTORIC JAIL EXTERIOR STABILIZATION AND RESTORATION PROJECT HAFER AGREEMENT

Todd Glass: Moving on, the next item on my agenda is the Warrick Historic Jail Exterior Stabilization and Restoration Project. We are working with Hafer still on that contract. I don't know if you want to take it off your agenda or continue to table it. Maybe May 14th gives us enough time, but in our meeting with Carol there wasn't a great rush to get this done even though we're going to get it done.

Roger Emmons: I mean we can remove it, that's not a problem until further notice from Todd. If that's what you want to do.

Todd Glass: Yeah.

Commissioner Saylor: That would be best?

Todd Glass: That would be fine. I wouldn't be surprised though if we get it back to you in May. But might want to just remove it just so it just doesn't keep lingering.

Commissioner Saylor: Okay.

Todd Glass: That would be fine.

Commissioner Saylor: Need a...

Roger Emmons: Need a motion to do that, I believe.

Commissioner Saylor: Motion, right, Todd?

Todd Glass: No, consensus is fine.

Commissioner Saylor: Consensus, we're all good? Good? Okay.

AMENDMENT TO WARRICK COUNTY CAPITAL IMPROVEMENT PLAN ORDINANCE 2018-08 – SECOND AND THIRD READING

Todd Glass: Then we have Ordinance 2018-08, which is the Amendment to the Warrick County Capital Improvement Plan. This is for Second and Third Readings. Again these amendments were updating the Capital Improvement Plan to include the Elberfeld Sewer Extension, the Highway's Bridge Repair and Rehabilitation Projects, updating the budget amounts, and doing a few other housekeeping items. You approved that on First Reading and now is ready to be approved on Second and Third Readings by motion.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you. Roger, do you have an original for that? I do if you don't.

Roger Emmons: Yes, I do. And I also received just for your information, there was a certificate of insurance that's needed and I've got it somewhere, Rita our local agent sent it.

Todd Glass: Oh?

Roger Emmons: As part of the Bucket Truck Lease Agreement.

Todd Glass: Okay, good. Is that next? That's next. So on, Mr. President, lease agreement...

Roger Emmons: Oh, you mean for the Capital Improvement?

Todd Glass: I've got an original if you don't. So.

Roger Emmons: Probably best to use yours.

(Ordinance 2018-08, Capital Improvement Plan, is located on Pages 34 through 35 of these Official Minutes)

LEASE AGREEMENTS FOR 2017 FORD F550 BUCKET TRUCK FOR THE HIGHWAY DEPARTMENT

Todd Glass: Mr. President, Item 4, Lease Agreement for the 2017 Ford F550 Bucket Truck for the Highway Department. The contracts are in order. That's a twenty-two thousand six hundred sixty-three dollar and thirty-two cent ($22,663.32) annual payment for five (5) years, correct?

Bobby Howard: Yes.

Todd Glass: Total of one hundred and thirteen thousand three hundred and sixteen dollars and sixty cents ($113,316.60).

Roger Emmons: I do have this tab for their signatures if, if you want to use that.

Todd Glass: The problem that Mr. Howard and I are discussing is that Schedule A to that lease has this affirmation that Mr. President, you would have to verify is correct and that is that since this is a qualified tax exempt lease, income tax lease, you're verifying that the aggregate face amount of all tax exempt obligation bonds issued or to be issued by Warrick County and all its subordinate entities during the calendar year the next five (5) years will never exceed ten million dollars ($10,000,000.00). And we already have with the Economic Development bonds much more than ten million dollars ($10,000,000.00). So I, I was discussing this with Mr. Howard to see if, if they could just get that fixed but they've just emailed him to say that, well if, if that's true then this lease is no longer a tax bank qualified lease for exemption from income tax and needs to be repriced. And the delivery was scheduled for tomorrow I think.

Commissioner Saylor: What difference does our indebtedness have with...?

Todd Glass: Has something to do with the IRS Section 265-B-3-B. Whatever that is.

Commissioner Saylor: Well, that's above my pay grade, Counselor.

Commissioner Weisheit: Should we table it?

Commissioner Johnson: Can we...?

Commissioner Weisheit: Make a motion to table.

Commissioner Johnson: Can we approve this contingent on you guys getting the lease agreement worked out?

Todd Glass: Yes.

Commissioner Saylor: Getting that struck off it?

Todd Glass: Um hum.

Commissioner Saylor: Okay, do I have that motion?

Roger Emmons: I'd like to make a comment regarding the 8038 G, that's the information return for tax exempt governmental obligations. When Tammy Hintch with BB Community Leasing Services, she called me, and I told her Dan, the Board President, would be the one (1) signing the act...the lease documents. Well, she didn't mention she was going to put your name on everything which includes this form. Debbie pointed out earlier that the IRS then will only talk to you if they've got any questions. I'm suggesting that Debbie as our Auditor would be probably the best person...

Commissioner Saylor: I think...

Auditor Stevens: Well, multiple people sometimes is best, like adding Tammy, yourself...

Commissioner Saylor: I think all the Administrators' names need to be on there. Because I could be out somewhere or you could be off and Roger could be...

Auditor Stevens: (Inaudible).

Roger Emmons: Okay, I can contact her to do that and in the meantime get things put together pursuant to what motion you're going to pass. Okay.

Commissioner Saylor: Okay.

Commissioner Johnson: I would make a motion to approve the lease agreement pending Counsel getting the Amendment A struck from the contract.

Todd Glass: Or otherwise resolved to Mr. Howard's satisfaction.

Commissioner Johnson: Correct.

Commissioner Weisheit: I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Again, Mr. President, if something happens to the pricing as a result of it, and it's, it's not an extra ordinary change, you could probably approve that in the interim and approve any pricing change at your next meeting to keep things moving along. The Tractor and Mower Installment Purchase Agreement with Old National Bank for the Highway Department. This is for...

Roger Emmons: Sorry, you want to hold off then for signatures on this until you do that? On (inaudible)...

Todd Glass: Probably, if we're going to change some of those. How's that sound? We'll work the details out and get them all reprinted.

Roger Emmons: Thank you.

TRACTOR AND MOWER INSTALLMENT PURCHASE AGREEMENT WITH OLD NATIONAL BANK

Todd Glass: Then the Tractor Mower Installment Purchase Agreement, this is with John Deere tractor for a tractor and tire boom mower mount. One hundred three thousand five hundred and eighty-seven dollars and sixteen cents ($103,587.16). Installment purchase agreement at two point six-six percent (2.66%) per annum dated for tomorrow, maturing, what, in about two and a half (2 ½) years? January of 2021. Does that sound right? But this is with Old National Bank. The purchase installment agreement is in order, Mr. President. It does require us to provide financial statements, but I think that's something we have to do normally. Just wanted to mention it to Roger. We have a prepayment option, which is good.

Roger Emmons: And I would mention that Jeff Sims with Old National Bank delivered these original documents to me and there're all sorts of places Dan has to sign. Bob, you sign in two (2) places, and Marlin, you sign in one (1) place.

Todd Glass: And it's ready for approval by motion.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I'll make that motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Tractor/Mower Lease Agreement, Old National Bank, was located on Pages 35 through 40 of these Official Minutes)

RESOLUTION 2018-10
APPROVING INSTALLMENT PURCHASE AGREEMENT FOR THE HIGHWAY DEPARTMENT

Todd Glass: As part of that leasing agreement the bank requires a Resolution of the Board of Commissioners of Warrick County, Indiana, approving the installment purchase agreement of a tractor and mower for Warrick County Highway Department as Resolution 2018…?

Kristine Georges: Dash, dash '10.

Todd Glass: '10. And Mr. President, if I may state that, Whereas the County desires to finance the acquisition of the tractor and mower by Deere, John Deere and Company pursuant to the agreement we just approved and that you've complied with all applicable bidding laws. Now therefore be it resolved by the Board that entering into the installment purchase agreement with Old National Bank is hereby approved subject to the following limitations. The aggregate principle amount shall not exceed a hundred and three thousand five-eighty-seven-sixteen ($103,587.16). The interest rate shall not exceed two point six-six percent (2.66%). Installment payments shall be semi-annual commencing on July 1, 2018 and final payment no later than January 1, 2021. Further resolved is hereby delegated by the Board the power and authority of the County to take any action as may be determined by the County to appropriated or necessary to carry out the financing in this Resolution which subject to termination to be conclusively evidenced by such parties taking such action. And finally the Board is hereby authorized on behalf of the County to executed and deliver the contract agreement, certificate, or other instrument to carry out the financing passed and adopted by the Warrick County Board of Commissioners this 23rd Day of April, 2018. Ready for your approval by motion.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: Make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Resolution 2018-10, Tractor/Mower Installment, is located on Pages 61 ~~through~~ of these Official Minutes)

HARRIS CONTRACT
COMPUTER QUOTE FOR AUDITOR

Todd Glass: Lastly, almost lastly, discuss the Harris contract and computer quote for I believe the Auditor's Office? A five hundred dollar ($500.00) contract. Did I see Doug come in?

Auditor Stevens: He's here.

Commissioner Saylor: Yes, he's here.

Roger Emmons: Yeah, Doug?

Todd Glass: What's this for? Could you come up and tell the Commissioners what it's for? It's in order.

Doug Duncan: Doug Duncan, Warrick County IT. The process of migrating the SQL from the one (1) server to another is not covered under the existing Harris contract so they charge five hundred dollars ($500.00) for that and that's needed to, to move off the old server.

Todd Glass: Just a one (1) time?

Doug Duncan: Um hum.

Todd Glass: So, it's ready for your approval and signature by the President. Five hundred dollars ($500.00).

Commissioner Saylor: Do I have a motion?

Commissioner Saylor: Do I have a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

(Harris Computer Contract is located on Page 41 of these Official Minutes)

ESG CONTRACT

Todd Glass: And, Mr. President, I'll be quiet here in just a minute, but I do have the Energy Savings Group Guaranteed Energy Savings Contract which we've been working hard to finalize. I've been working with Mr. Rudolph on that today. He's accepted all of our proposed revisions. And he and I have a couple minor revisions still to agree to which we can do so tomorrow. Primarily with regard to the Waiver of Subrogation Clause that I still want, Roger, Roger's done a great job of getting some information back from Bliss McKnight. And I read that email right before this meeting and I got to read it again to figure out what it says. Maybe I'll read it three (3) more times to figure out what it says.

Roger Emmons: I mean, she seemed to indicate that basically, well, she said the industry really doesn't refer to risk, all risk insurance nowadays. That she felt like our current policies in place cover, cover you for this project. So, I mean, that's what she was saying.

Todd Glass: Right.

Roger Emmons: But she sent it to Mark since he's their Risk Management Specialist and that's probably the one (1) you're talking about.

Todd Glass: Right, and I don't know if Nick wants to contribute at all, but I did speak with Mr. Rudolph and he explained there's a valid business reason to have the Waiver of Subrogation Clause that I don't disagree with. It can be a very valuable thing. You can have a casualty loss that might not be anybody's fault that you can particularly agree on easily. And you want to keep the project moving rather than be embroiled in litigation. You just want to get the building renovated and move on and this clause helps that. But I just want to make sure that our insurer is satisfied why it's in there. I will say that he just asked us to try to consider keeping that in there, because they did modify to provide that ESG will furnish it as a material obligation to the owner, a Builder's Risk Insurance Policy. So they did agree to that. They also agreed to increase their Causality Liability Insurance Policy…coverage for the project of excess liability, up to fifteen million dollars ($15,000,000.00) rather than the higher amounts due to the limitation of liability provisions. If, so I would make the recommendation, Mr. President, that if the Board wishes to approve the Energy Savings Contract with Energy Systems Group, LLC, subject to me and Mr. Rudolph making the final edits on the Waiver of Subrogation Provision.

Commissioner Weisheit: I'd make that a motion to approve as you just stated.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you for your patience. That's all I have.

Commissioner Saylor: Thank you, Counselor, that was a lot.

Commissioner Weisheit: Yeah.

(ESG Contract is located on Pages 61 through 67 of these Official Minutes)

COUNTY AUDITOR
NON-CERTIFIED CLAIMS

Commissioner Saylor: Next person on the agenda is our County Auditor and Claims.

Auditor Stevens: Alright, thank you. Debbie Stevens, Warrick County Auditor. I have one (1) Non-Certified Claim. It's for PC Quest, Health Department, PC Quest. This simply, there's, there's no contract. We're not under contractual agreements with PC Quest. The total is two hundred dollars ($200.00).

Commissioner Saylor: Do I have a motion to approve?

Commissioner Weisheit: I make a motion 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).

Auditor Stevens: Alright, thank you.

(Non-Certified Claims are located on Page 41 of these Official Minutes)

CERTIFIED CLAIMS

Auditor Stevens: Certified Claims in the total amount of eight hundred eighty-one thousand eight hundred forty-nine dollars and sixty-four cents ($881,849.64).

Commissioner Weisheit: Motion to pay the Claims.

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: Okay.

(Claims are located on Pages 41 through 42 of these Official Minutes)

CLAIMS FOR PROSECUTOR NEEDING DOCUMENTATION

Auditor Stevens: And I have one (1), this was per your request, your request to pass on to you Claims that were neither certifiable or non-certifiable due to a lack of documentation. These are two (2) Claims from the Prosecutor's Office.

Roger Emmons: This is the ones that I asked you...

Commissioner Johnson: Yeah.

Commissioner Saylor: So this is the, this is about the donation from our Prosecutor to...?

Roger Emmons: Warrick County Sheriff and Newburgh Police. A thousand dollars ($1,000.00) each.

Commissioner Johnson: I make a motion to pay the Claim.

Commissioner Saylor: Is there a second?

Commissioner Weisheit: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0) to pay the Claim. Debbie, do I need to sign that?

Auditor Stevens: You can sign them. There is absolutely nothing attached to those to certify for IC Code per Indiana Code.

Todd Glass: In the past, the last couple of times we've just asked the Prosecutor to come up with an email, a one (1) line email and that satisfies the Claims Statutes.

Commissioner Saylor: Did you ask him, Debbie, to do that?

Auditor Stevens: I have. I re...I think a total of four (4) emails and as many phone calls to, just to discuss the, the minimum requirement of the criteria.

Commissioner Johnson: Chief, do you have a problem with writing a letter stating that, 'thank you for the donation to the Prosecutor,' or something?

Chief Deputy Mike Wilder: (Inaudible) we did that last year (inaudible).

Auditor Stevens: Yeah.

Todd Glass: An email is sufficient.

Commissioner Weisheit: And would you see if the Newburgh Chief would do that as well?

Chief Deputy Mike Wilder: Yes.

Auditor Stevens: More like an itemized, maybe an itemized email of some of the costs that you incur with your K9 Officer. That's what the donation would be for. I think you could easily outline that it costs at least a thousand dollars ($1,000.00) to, to care for the K9, something like that. Okay.

Commissioner Saylor: So what, what do I need to do with this? Debbie, do I need to sign it or just...?

Auditor Stevens: Um, I, I could resubmit it when we get the documentation (inaudible) approve.

Commissioner Saylor: Okay. Okay.

Todd Glass: Do you need to resubmit it? It's been approved.

Commissioner Weisheit: Since we've approved it, if you get your email from those departments, would you be okay with it then?

Auditor Stevens: We could. We could just go ahead and process it as a preapproved Claim, much like a credit card.

Commissioner Saylor: Okay.

Commissioner Weisheit: Thank you.

Auditor Stevens: Thank you.

Commissioner Saylor: Thank you. Debbie, is that, that all you have?

Auditor Stevens: That's it. (Inaudible).

Commissioner Saylor: Okay.

COUNTY ENGINEER/HIGHWAY
2017 HIGHWAY DEPARTMENT ANNUAL OPERATIONS REPORT

Commissioner Saylor: County Highway/Engineer

Bobby Howard: Ah, yes, the first item I have is the 2017 Annual Operations Report for the State Board of Accounts. This is a report that's required to be turned into them on a yearly basis in regards to being able to get our Motor Vehicle Highway Funds. Basically I just need your signatures on this report. And it's been prepared the same way as all the previous reports in the past. But this is the last year for this format and they are, the State Board of Accounts has amended the forms and how they will be addressed in the coming years for 2018 forward. And they are going to be more strict in regards to the MVH and to ensure these reports are being turned in. Cause evidently counties have not turned them in and municipalities in the past. They did a pilot program on the new form and coming, with a few counties this year, and in talking to some of those counties they said the new, the new report took at least three (3) weeks to complete. So that, that's, that's about triple the amount of time. So there'll be some more training sessions I think coming up in that report in the future. But I wanted to make you aware of the changes to the report and the new things that we're, I've adjusted what we keep track of and how we keep track of it in our office to make it a little easier based on what I've been told was coming. So.

Commissioner Weisheit: Do we need to approve that by motion?

Bobby Howard: Yes.

Commissioner Weisheit: Okay, I make a motion to approve the 2017 Highway Department Annual Operations Report.

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).

Commissioner Weisheit: Thanks, Bobby.

(2017 Highway Department Annual Operations Report is located on Pages 42 through 49 of these Official Minutes)

OAK GROVE PHASE III
CHANGE ORDER 2

Bobby Howard: I have two (2) other items, quickly. Change Order II on the Oak Grove Road Project. This is a clearing of right-of-way. There was a tree that was purchased during the right-of-way acquisition but it was not clearly identified to remove the tree on the plans. So in order to move, remove that tree, it's a value is two thousand five hundred and forty-two dollars and sixty-four cents ($2,542.64). And this would be eighty-twenty (80%-20%) reimbursable expense as long as funding's available.

Commissioner Weisheit: I make a motion to approve Change Order 2 as stated.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: (Inaudible).

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

(Oak Grove, Change Order II, is located on Pages 50 through 51 of these Official Minutes)

LINCOLN AVENUE PHASE III
CHANGE ORDER 14

Bobby Howard: The last item I have is the Lincoln Avenue Phase III Project, Change Order 14. This is in regards to some storm sewer work on the plans and some grade changes. There were some blind connections that needed to be eliminated that we could add manholes at these locations under pavement and be accessible in the future that weren't on the plans. And I requested these and it's a cost of three thousand seventy-nine dollars and twenty-eight cents ($3,079.28). And again this would be participating eighty-twenty (80%-20%) Federal funding as long as funds are available.

Commissioner Weisheit: Make a motion to approve Lincoln Avenue Phase III, Change Order 14.

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)

Bobby Howard: Just in regards to the project itself, I just, change orders, I know it's just a high number, Change Order 14, percentage wise of the contract cost it's one point six percent (1.6%). So we're well under normal three percent (3%) change order values.

Commissioner Saylor: What else? Was that it, Bobby?

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

Commissioner Saylor: Okay.

(Lincoln Avenue, Change Order 14, is located on Pages 51 through 52 of these Official Minutes)

COUNTY PURCHASING
JUDICIAL CENTER ROOF REPAIR QUOTES

Commissioner Saylor: Next item on the agenda is our County Purchasing, Joe?

Joe Grassman: Joe Grassman, Purchasing Manager. First item of business involves the roof repair for the J...Judicial Center. It was taken under advisement on the March...at the March 26 meeting and tabled at the last meeting. You know we had three (3) wide varying bids. What, what you have the ability to do is, you could accept the lowest quote, which we probably don't want to do. But you could reject all bids, then you can negotiate and, and then at that point, nogooshe...negotiate in the open market I'm sure. If you still have questions about...

Commissioner Saylor: I, I still have a questions, Joe.

Joe Grassman: Yeah.

Commissioner Saylor: And I've been out of town, so I haven't has a chance to go over there. I was going to try to lay some eyes on it myself. So I would say either, my recommendation would be take it under advisement or, or we reject them. Whatever this Board wants to do.

Roger Emmons: I would comment, that we met with D & M, he needed a north wall section plan. And you were copied on Tom Blythe's email regarding some suggested phone numbers I could call to talk to these folks. Because they don't have anything and they were there in '99 when they took over for Adicon.

Commissioner Weisheit: Why don't we just table it for three (3) more weeks?

Roger Emmons: I think that would be good.

Commissioner Saylor: Do I have a second?

Commissioner Johnson: Second.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries to table (3-0). Thank you, gentlemen.

Commissioner Weisheit: We have three (3) weeks off. That's the reason I said that. We have a little extra time there.

Joe Grassman: Sounds good.

Commissioner Weisheit: Thank you.

HIGHWAY DEPARTMENT BIDS FOR A NEW BRIDGE

Joe Grassman: Next item is the bids we took for the material for a new bridge that will be constructed by the Highway Department. We had sent out, I think I sent out four (4) invitations to quote or to bid and we received two (2). One (1) from Civilcon at seventy-four thousand eight hundred ($74,800.00) and one (1) at E-3 Bridge at eighty-five thousand one hundred ($85,100.00) and in this case it's, it's a bid, a straight bid, so you really have to award it, if you want to award it to the lowest bidder.

Bobby Howard: And it met all the specifications that were required?

Joe Grassman: Excuse me?

Bobby Howard: It met all the specifications that were required, the low bidder?

Commissioner Saylor: The low bidder did?

Joe Grassman: (Inaudible).

Commissioner Johnson: Bobby, have you reviewed these quotes?

Joe Grassman: Sorry.

Bobby Howard: I hadn't, have not seen them since...

Joe Grassman: Oh, you haven't looked at them? Okay. I'll get them to you. He'll need to look at those.

Commissioner Saylor: So do we want to table these 'til next meeting?

Bobby Howard: Or approve it subject to my review, I guess. Because I was kind of wanting to order these.

Commissioner Weisheit: I make a motion we approve them subject to the Highway Departments'...

Bobby Howard: Make sure it meets our specifications.

Commissioner Weisheit: As long as it meets the specifications. As long as it meets the specifications with Bobby.

Commissioner Saylor: Second?

Commissioner Johnson: I'll second that.

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 for clarification that was the low bid by...?

Bobby Howard: Civilcon.

Joe Grassman: Civilcon.

Todd Glass: Civilcon. Thank you.

Joe Grassman: Seventy-four thousand eight hundred dollars ($74,800.00). Okay.

(Civilcon Quote is located on Pages 52 through 57 of these Official Minutes)

TRUCK BIDS FOR CORONER

Joe Grassman: Finally, we took bids for a new pickup truck for the Coroner's Office. Let's see, we issued, actually we issued seven (7) invitations to bid and we received back, one (1), two (2), three (3), four (4), five (5) bids. So that's a pretty good percentage. Here again this is just, just a bid pursuant to Indiana Code 5-22-8-3, basically, simply says either award to the lowest bidder or reject all bids. I'm going to start plowing through all these. The first one is from J Wildeman Autoplex there in Mt. Carmel, Illinois. Okay, this would be for a 2018, they all should be for 2018. Ford F150, total bid amount, twenty-two thousand one hundred and seventy-six dollars and sixty-six cents ($22,176.66), twenty-

two-one-seventy-six-sixty-six ($22,176.66), again from J. Wildeman, that's W-i-l-d-e-r-m-a-n, Mt. Carmel. We bid a set of specific specifications, but we didn't, we didn't want, have any, we didn't say had to be any certain model. So we're going to get all the brands of vehicles here. This is from Fletcher Chrysler Dodge. They're in Franklin, Indiana. These people actually have the EPA for the State. This would be obviously a Dodge Ram. (Inaudible) bear with me here just a second. Okay, so this is a 2018 Dodge Ram with the specifications stated. Their bid is nineteen thousand seven hundred and ninety-four dollars ($19,794.00), nineteen thousand seven hundred and ninety-four dollars ($19,794.00).

Bobby Howard: These just regular cab, two (2) wheel drive?

Commissioner Weisheit: Four (4) wheel drive, V6.

Joe Grassman: Town and Country Ford, no sorry, yes. Town and County Ford, Evansville, Indiana, is the next quote (inaudible). Here again this will be for a 2018 F150. And their, their bid is twenty-one thousand four hundred and ninety dollars ($21,490.00).

Commissioner Johnson: Say that again, please, Joe?

Joe Grassman: Yes. It's twenty-one thousand four hundred and ninety dollars ($21,490.00). And this is from Town and County.

Commissioner Saylor: Town and County, okay.

Joe Grassman: In Evansville.

Commissioner Johnson: That's for an F150?

Joe Grassman: Yes. Alright. Next bid is from D-Patrick, Boonville, Ford. Okay, again it's a, course it's a Ford F150, 2018. Their bid is twenty-one thousand seven hundred and thirty-six dollars ($21,736.00), twenty-one thousand seven hundred and thirty-six dollars ($21,736.00), from D-Patrick, Boonville, Ford. And finally from Sternberg's Chrysler, Jasper, it's of course a Dodge Ram 1500 Tradesman, their bid, their bid being Sternberg Automotive Group in Jasper, their bid is twenty-one thousand three hundred and ninety-four dollars ($21,394.00), twenty-one thousand three hundred and ninety-four dollars ($21,394).

Todd Glass: (Inaudible) take under advisement (inaudible) meets the criteria (inaudible).

Bobby Howard: (Inaudible) approve based on (inaudible).

Commissioner Weisheit: You okay with that, Bob? Under the State Statute, yeah. We had two (2) Dodges and three (3) Ford bid, right, Joe? Sternberg and Fletcher did the Dodges and the other three (3)...

Commissioner Johnson: Do, do we have to go with the low bid here?

Joe Grassman: Yes. They all bid exactly the same specifications.

Commissioner Saylor: But how is a Dodge and a Ford exact? I mean...

Commissioner Johnson: I don't think the, I don't think the motors...

Joe Grassman: You want the (inaudible)?

Commissioner Saylor: Are these all six (6) cylinders?

Joe Grassman: The specifications right here.

Commissioner Saylor: Uh hum.

Commissioner Johnson: Yeah.

Joe Grassman: And it says simply, other than these specifications, we would like for the rest of the features or options to be standard equipment for this make or model of vehicle.

Commissioner Saylor: So that they met those...

Joe Grassman: Well, I would have to go back to look and make sure, but I could do that to make sure they made you know, 2018 half (1/2) ton, full sized, standard cab, eight (8) foot bed, V6 engine, four (4) wheel drive, automatic, AM radio, air conditioning, power steering, and standard white color.

Commissioner Johnson: I'm okay with whatever you guys want to do. She's been waiting for a long time.

Commissioner Saylor: Yeah, do I have a motion?

Commissioner Weisheit: I make a motion that we award it to the low bid which is Fletcher Chrysler Dodge out of Franklin, Indiana, who had the State bid and it was for nineteen thousand seven-ninety-four ($19,794.00) as long as you review that spec and it meets all your qualifications.

Joe Grassman: Okay. Alright.

Commissioner Saylor: Do I have a second?

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

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

Commissioner Weisheit: Yeah, thank you.

Joe Grassman: That's all I have.

Commissioner Saylor: Is that it?

Joe Grassman: That's it.

Commissioner Saylor: Okay, thank you.

(Truck bids for Coroner are located on Pages 58 through 60 of these Official Minutes)

COUNTY SHERIFF

Commissioner Saylor: County Sheriff, Chief Dep…Chief Deputy Wilder?

Chief Deputy Wilder: We have nothing.

Commissioner Saylor: You have nothing? Thank you, Sir.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: Commissioners, Mr. Weisheit?

Commissioner Weisheit: I have nothing.

Commissioner Saylor: Mr. Johnson?

Commissioner Johnson: Nothing here.

Commissioner Saylor: I have nothing. Anybody else?

Commissioner Johnson: I make a motion to adjourn.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: (Inaudible).

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

ADJOURNMENT: Meeting adjourned at 5:37 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

Dan Saylor

DAN SAYLOR, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

Marlin Weisheit

MARLIN WEISHEIT, MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

CASH WAGGNER
& ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

FILED
APR 1 1 2018
WARRICK COUNTY
AREA PLAN COMMISSION

April 6, 2018

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

RE: 3777 Venetian Drive
Lot 10 and Part of Lot 9 – Venetian Way
Project No.: 17-2882
C-17-40

The commercial drive was constructed in general accordance with the approved site plan dated October 23, 2017. The commercial drive was constructed with 1 inch of H.M.A. surface, 6 inches of H.M.A. base and six inches of compacted aggregate base, No. 53 stone.

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

Sincerely,

Glen Meritt, Jr.
Project Engineer

cc: File

T:\2882\Flannagan Comm Drive Ltr.doc

BOARD OF COMMISSIONERS:

President

Member

Member

ATTEST:

Auditor
Date: 4/23/18

414 CITADEL CIRCLE, SUITE B
EVANSVILLE, IN 47715

PH: 812.401.5561
FAX: 812.401.5563

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 23rd day of April, 2018, by and among Warrick County, Indiana, by and through its Board of Commissioners, and the Department of Economic Development for Warrick County, Indiana (collectively, the "County") and Greenlife Development, LLC, a limited liability company organized under the laws of the State of Florida and authorized to do business in the State of Indiana (the "Company").

W I T N E S S E T H:

WHEREAS, the County desires to foster economic development within a certain area located within Boon Township, Warrick County, Indiana covering approximately 365 acres of reclaimed surface mining property, the location of which is indicated on the map attached hereto as Exhibit A (the "Area") which is made a part hereof; and

WHEREAS, the Company has approached the County regarding a proposed substantial residential development project, which is to be located within the Area (the "Project"); and

WHEREAS, the Company intends to make a capital investment in the Project in the approximate amount of $30,000,000, and to undertake the development of the Project on a certain parcel of real property located within the Area (collectively, the "Property", "Project" or "Development") (see Exhibit B attached hereto for a legal description of the Property which is made a part hereof); and

WHEREAS, because said Development will lead to substantial redevelopment and increased tax base as a result of the unique residential improvements to be built on said Project's lots, the Company has requested certain economic development assistance from the County in economic development incentives; and

WHEREAS, the County has determined that the completion of the Project is in the best interests of the citizens of the County, and, therefore, the County desires to take certain steps in order to attract the Company to complete the Project; and

WHEREAS, to stimulate and induce the development of the Property and the completion of the Project, the County has agreed, subject to further proceedings as required by law, to use their best efforts to provide the economic development incentives described herein;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I. RECITALS

1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated

into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II. MUTUAL ASSISTANCE

2.01 Mutual Assistance. The parties hereto agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. Notwithstanding the foregoing, the County's assistance described herein shall consist of the matters described in Article IV hereof and shall not extend to the Company's zoning, permitting or related activities related to the Project.

ARTICLE III. PROJECT DEVELOPMENT

3.01 Property. The Company shall improve the Property described in Exhibit B attached hereto, by constructing the Project on such Property, as more particularly described in Section 3.02 hereof.

3.02 Project Description and Development. The Project is planned for approximately five hundred fifty (550) residential lots platted with appropriate amenities and approved by the County Area Plan Commission and all other authorized bodies necessary for construction of such Project. All public roads within the Project as well as a new access road shall be built in accordance with County standards, as well as all applicable State and Federal requirements and regulations. To the extent the Company deems it necessary, the Company shall acquire at its sole cost and expense all necessary right-of-way for the new access road, and Company shall be solely responsible for handling and insuring compliance with all permitting, environmental and other requirements for the Project and the access road. The Company shall plat no less than 50 lots in the Project, by no later than July 15, 2020, subject to permitted delays provided for in Section 3.04 hereof. The terms "plat", "platted", or "platting" as used herein shall mean the completion and approval of all legal local, state, and federal zoning, subdivision and other environmental and/or land use laws and regulations, and utility and roadway construction such that lots are available to market to the general public.

3.03 Intentionally Omitted.

3.04 Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, environmental and other governmental permits, picketing, or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which the Company or the County is entitled to delay its performance under this Agreement and (ii) the Company or the County anticipates that such permitted delay will cause a delay in its performance

under this Agreement, then the Company or the County, as the case may be, agrees to provide written notice to the other party of the nature and the anticipated length of such delay.

3.05 Public Announcement. The Company agrees to provide full cooperation to the County in connection with any press conferences or other similar public announcements relating to the Project. Any press releases or other similar public announcements relating to the Project shall be subject to the Company's approval.

ARTICLE IV. ECONOMIC DEVELOPMENT INCENTIVES

4.01 Initial Financing and Commencement of Construction. The County shall, subject to further proceedings required by law, use their collective best efforts to provide the incentives described in the attached Exhibit "C", which is made a part hereof. In the event (1) such incentives described herein are not obtained and approved (such required approvals shall include approvals from the Warrick County Economic Development Advisory Council, the Warrick County Commissioners, and the Warrick County Council) through proceedings required by law on or before the 9th day of August, 2018, or (2) the Company has not commenced construction of the Project by October 15, 2018 (which shall be deemed to occur when Company has mobilized and started tree clearing on the Property), this Agreement shall terminate without notice, unless extended by mutual agreement of the parties, and all of the parties' obligations under this Agreement shall terminate. It is understood that due to the complex nature of this redevelopment of former strip-mined land, should unforeseen added expenses arise burdening the Company, it may later seek added incentives.

4.02 Recovery of Incentives. In the event 100 lots in the Project are not platted by July 15, 2021 ("Completion Date"), subject to permitted delays provided for in Section 3.04 hereof, Company shall reimburse a prorated sum of the total of the incentives authorized and delivered to Company pursuant to the terms of this Agreement, and County shall have no obligation to pay any additional incentives for the Development. Such sum of incentives shall be returned as of the Completion Date. Any action to recover such sum of incentives by the County shall include all costs of recovery, including reasonable attorney fees.

ARTICLE V. AUTHORITY

5.01 Actions. The County represents and warrants that it will use its best efforts to take (subject to the Company's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable them to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

5.02 Powers. The County represents and warrants that it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform its respective obligations under this Agreement. Accordingly, this Agreement constitutes the legal, valid and binding obligations of the County, enforceable in accordance with its terms and provisions.

5.03 Authorized Parties. Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreement, request, demand, approval, notice or consent of any of the County or the Company is required, or any of such parties is required to agree or to take some action at the request of another party, such approval or such consent or request shall be given (unless otherwise provided herein or prohibited by law) for the County, acting through its Board of Commissioners, for the Department of Economic Development for Warrick County, Indiana, by its Executive Director, and for the Company by any officer or agent of the Company so authorized (in any event, the officers or agents executing this Agreement are so authorized); and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and none of the parties hereto shall have any complaint against the other as a result of any such action taken.

ARTICLE VI. GENERAL PROVISIONS

6.01 Indemnity; No Joint Venture or Partnership. The Company covenants and agrees at its expense to pay and to indemnify, defend and save the County, and its employees, elected officials, appointed members of County boards or commissions, officers and agents (the "Indemnitees") harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury or property damage resulting directly or indirectly from the Company's (and/or any authorized affiliate's thereof) development activities with respect to the Project unless such claims, damages, demands, expenses or liabilities arise by reason of the sole negligent act or omission of the County, or other Indemnitees. However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between the County and the Company or any affiliate thereof.

6.02 Time of Essence. Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.

6.03 Breach. Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

6.04 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, as provided by law, and by the execution of said amendment by all the parties or their successors in interest, if applicable.

6.05 No Other Agreement. Except as otherwise expressly provided herein, this

Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the Agreement of the parties.

6.06 Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covennnts, agreements or portions of this Agreement are declared to be severable.

6.07 Indiana Law. This Agreement shall be construed in accordance with the laws of the State of Indiana.

6.08 Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Company:

Greenlife Development, LLC
Attention: Nick Cassala
2000 Victoria National Blvd.
Newburgh, IN 47630

With a copies to:

Stephen M. Suddath
815 South Main Street
Jacksonville, FL 32207

Kahn, Dees, Donovan & Kahn, LLP
Attention: G. Michael Schopmeyer, Esq.
501 Main Street, Suite 305
Evansville, IN 47708

To the County, acting through its Board of Commissioners:

Warrick County Board of Commissioners
Attention: Roger Emmons, County Administrator
107 West Locust Street, Suite 301
Boonville, Indiana 47601

To the Department of Economic Development:

Warrick County Department of Economic Development
c/o Larry Taylor
4763 Rosebud Lane, Suite C
Newburgh, Indiana 47630

Stoll Keenon Ogden, PLLC
Attention: J. Herbert Davis, Esq.
One Main Street, Suite 201
Evansville, IN 47708

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered. Any party providing any notice under this Agreement shall additionally provide a copy of such notice to: Todd I. Glass, Esq., Warrick County Attorney, Fine & Hatfield, PC, 520 N.W. Second Street, Evansville, IN 47705, J. Herbert Davis, Stoll Keenon Ogden PLLC, One Main Street, Suite 201, Evansville, IN 47708, and G. Michael Schopmeyer, Kahn, Dees, Donovan & Kahn, LLP, 501 Main Street, Suite 305, PO Box 3646, Evansville, IN 47735-3646.

6.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

6.10 Recordation of Agreement. At the request of any party hereto, the parties hereby agree to execute and deliver the original of this Agreement or a Memorandum thereof in proper form for recording in the appropriate property or governmental records.

6.11 Consent or Approval. Except as otherwise provided herein, whenever consent or approval of any party is required, such consent or approval shall not be unreasonably withheld.

6.12 Assignment. The rights and obligations contained in this Agreement may not be assigned by the Company without the express prior written consent of the County; provided, however, that the Company may transfer all or a portion of its rights and obligations hereunder to an affiliate of the Company upon notice to but without the consent of the County, but any such transfer to an affiliate of the Company shall not have the effect of releasing the Company from its obligations hereunder.

6.13 No Third Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party.

6.14 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

Dan Saylor

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Member

WARRICK COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

By:

Printed: LARRY TAYLOR

Title: EXECUTIVE DIRECTOR

GREENLIFE DEVELOPMENT, LLC

By:

Printed:

Title: President & General Manager

7 of 7

The Warrick County/City of Boonville Interlocal-Greenlife Agreement is located in full on File in the Auditor's Office.

LEASE ADDENDUM #3

Board of Commissioners of Warrick County, Indiana

THIS LEASE ADDENDUM, entered into between Delta Properties, LLC, hereinafter referred to as "LANDLORD" and Board of Commissioners of Warrick County, Indiana, hereinafter referred to as "TENANT." This addendum is in reference to a Lease executed on October 11th, 2010, Amendment to Lease dated January 19, 2011 and Lease Addendum #2 dated February 23, 2016 between LANDLORD and TENANT.

WITNESSETH THAT LANDLORD and TENANTS, in consideration of their mutual undertakings, agree as follows:

TENANT shall extend the lease for a period of one (1) year effective May 1, 2019 through April 30, 2020.

IN WITNESS WHEREOF, LANDLORD and TENANTS have executed this Lease Addendum on this 2nd day of April 2018 and if this Lease Addendum is executed in counterparts, each shall be deemed an original.

Board of Commissioners of Warrick County, Indiana

Printed Name

Board of Commissioners of Warrick County, Indiana

Robert H Johnson Sr Jr.
Printed Name

Board of Commissioners of Warrick County, Indiana

Marlin Weisheit
Printed Name

Evan L. Beck
Manager
Delta Properties, LLC

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
April 10, 2018 at 11:00 a.m.

The Warrick County Board of Commissioners met in Executive Session on Wednesday, February 21, 2018, which was held as allowed under Indiana Code 5-14-1.5-6.1:

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

Matters of litigation were discussed beginning at 11:25 a.m., and adjourned at 12:00 p.m. Those in attendance:

- Warrick County Commissioners (Dan Saylor, Robert H. Johnson, Jr., Marlin Weisheit)
- Counsel for Warrick County (Todd Glass)
- Warrick County Administrator (Roger E. Emmons)

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

WARRICK COUNTY BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Board Member

Dated this 23rd day of April, 2018.

ATTEST: Deborah K. Stevens, Auditor

see SUSTAINABLE ENVIRONMENTS

Harshaw Trane

Building Optimization Services Addendum

Warrick County Jail

February 9, 2018
Submitted By:
Sam Larcomb

SERVICE AGREEMENT ADDENDUM

CUSTOMER: Warrick County Jail **LOCATION:** Boonville, IN
AGREEMENT #: Scheduled Maintenance Program # 1751 **EFFECTIVE DATE:** 1/1/2018

In accordance with the Terms & Conditions of the above referenced Service Agreement, the Service Agreement will be updated per the information provided below:

1) The Service Agreement will be revised to move the Condenser Cleaning (from March) to the 2nd quarter (June) for the following equipment:

QTY	MANUFACTURER	EQUIPMENT TYPE	MODEL #	SERIAL #
	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047	120110511L
	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047E	120110522L
	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047	120110532L
	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047E3	120110542L
	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047E	120110552L
	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047	120110562L
	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047	120110572L
	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC047	120110592L
	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC	120110597L
	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC037	120110607L
	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC092F	120210164L
	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC092	120210229L
	TRANE	ROOFTOP UNIT WITH NATURAL GAS HEAT	YHC092	120210237L
	TRANE	ROOFTOP UNIT WITH GAS HEAT	YHC047	120110582L
	MITSUBISHI	MINI SPLIT SYSTEMS	PUY	16U03373C/16U03378C/ 16U03379C

2) The new Schedule of Services is:

Equipment	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
(8) Rooftops (Direct Drive)	FC	PM,CC,FC	PM,FC	FC
(6) Rooftop Units (Belt Drive)	FC	PM,CC,FC	PM,FC,BC	FC
(3) Mini Split Systems	CF	PM,CC,CF	PM,CF	CF

SERVICE LEGEND: PM - OPERATIONAL INSPECTION; CC - CONDENSER CLEANING; FC - FILTER CHANGE; BC - BELT CHANGE; CF - CLEAN FILTER

3) This amendment is to be attached to and made a part of the above referenced Service Agreement.

4) Please issue a Purchase Order for the above referenced amount to schedule the above services to be performed with your current Service Agreement coverage.

Submitted by: _____ **Date:** _____

CUSTOMER ACCEPTANCE:	HARSHAW TRANE ACCEPTANCE:
Signature [signature]	Signature _____
Title Warrick County Commissioners	Title _____
Acceptance Date April 20, 2018	Acceptance Date _____
P.O. #: N/A ?	

ORDINANCE 2018-07

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, ADOPTING A NEW CHAPTER REGARDING PUBLIC NUISANCES

WHEREAS, pursuant to Indiana Code § 36-7-10.1-3, Warrick County may by ordinance require the owners of real property located within the unincorporated areas of Warrick County to cut and remove weeds and other rank vegetation; and

WHEREAS, pursuant to Indiana Code § 36-7-10.1-3, Warrick County may exempt from the definition of weeds and rank vegetation areas of cultivated agricultural crops, including hay and pasture; and

WHEREAS, pursuant to Indiana Code § 36-8-2-4, Warrick County may by ordinance regulate conduct and the use or possession of property that might endanger the public health, safety or welfare; and

WHEREAS, the Board of Commissioners of Warrick County, Indiana, desires to add a new chapter to the Warrick County Code of Ordinances regulating weeds and rank vegetation and the conduct and use or possession of property that endangers the public health, safety or welfare; and

WHEREAS, it is the policy of the State of Indiana and Warrick County that certain agricultural operations do not constitute nuisances and therefore are exempted from this chapter and hereinafter set out.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Warrick County, Indiana, that Chapter 157 is heretofore added to the Warrick County Code of Ordinances as follows:

CHAPTER 157: PUBLIC NUISANCES

§ 157.01 PURPOSE AND INTENT.

It is hereby declared to be the purpose of this Chapter to regulate and control the growth and require the cutting and removal of weeds and other rank vegetation on all parcels of real estate on residential and commercial properties in the unincorporated areas of Warrick County not otherwise exempted herein. It is further declared that the purpose of this Chapter is to protect the public health, safety and welfare, and enhance the environment for the people of Warrick County by making it unlawful for residential and commercial property owners and occupants to allow a public nuisance as defined in Indiana Code § 32-30-6-6 to exist on any real property located within Warrick County.

§ 157.02 DEFINITIONS.

As used in this Chapter, the following terms shall have the following meanings unless otherwise designated.

ABANDONED VEHICLES shall have the same meaning as I.C. 9-13-2-1 as any motor vehicle that is at least three (3) model years old, is mechanically inoperable, and is left on private property continuously in a location visible from public property for more than twenty (20) days. Abandoned Vehicles does not include farm equipment, farm implements, or machinery parts that are, or may be, used in agricultural operations, or may be considered antique farming implements.

GARBAGE shall include putrescible animal and vegetable wastes, resulting from the handling, preparation, cooking and consumption of food, and any Refuse, Rubbish, and Yard Waste as defined herein.

HEARING AUTHORITY shall mean the Board of Commissioners, a Highway Department Supervisor, or other employee of Warrick County as specifically designated by the Board of Commissioners of Warrick County in their discretion.

JUNK shall include, without limitation, Abandoned Vehicles, parts of vehicles, scrap iron and/or other metals, wood, paper, rags, rubber tires, bottles, and/or any dismantled household appliances or parts thereof, whether inoperable or operable.

OWNER shall mean a person holding legal or equitable title to real property used for residential or commercial purposes within the unincorporated limits of Warrick County, Indiana.

PERSON shall mean an individual, partnership, limited liability company, corporation, trust or any commercial association or venture, however defined.

PUTRESCIBLE shall mean substances which are subject to organic decomposition.

REFUSE shall mean all putrescible and nonputrescible solid wastes, including animal wastes, and ashes.

RUBBISH shall mean nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, wood, glass, bedding, crockery, construction debris, and similar materials.

WEEDS and ***RANK VEGETATION*** shall include any excessive growth of vegetation, other than trees, bushes, shrubs, ornamental plants, that is nine (9) inches or more in height and/or listed as a weed in the U.S. Department of Agriculture publication entitled *Common Weeds of the United States*, or in any similar government publication. This term does not include

agricultural crops, including hay and pasture, which are maintained for that purpose in areas crops are permitted to be grown.

YARD WASTE shall mean severed grass, Weeds, leaves, brush, tree trimmings, hedge clipping and other yard and garden materials.

§ 157.03 WEEDS, RANK VEGETATION, GARBAGE AND JUNK PROHIBITED.

(A) *Weeds, Rank Vegetation, Garbage and Junk Declared Public Nuisances.*

Weeds, Rank Vegetation, Garbage and Junk as herein defined that constitute violations of this Chapter are declared to be public nuisances due to the danger to the public health, safety and welfare of the citizens of Warrick County.

(B) *Violation.*

It is a violation of this Chapter for an Owner to allow Weeds, Rank Vegetation, Garbage and/or Junk to accumulate on real property located within Warrick County used for residential or commercial purposes, thereby creating a public nuisance affecting a neighborhood or community as may be determined by the Hearing Authority.

(C) *Prevention of Public Nuisances.*

All Owners shall cut and remove Weeds and Rank Vegetation and shall keep their real property clear of Garbage and Junk.

(D) *Violation Report and Violation Notice.*

All alleged violations of this Chapter shall be subject to the following:

(i) Violation Reports. Violations of this Chapter shall be reported on forms to be provided by and submitted to the Administrator of the Warrick County Commissioners ("Violation Report"). A Violation Report may be submitted by any resident of Warrick County in the same neighborhood or community of the alleged nuisance.

(ii) Inspections. Following the submission of two (2) or more Violation Reports by neighbors or community members that allege a violation of this Chapter, the County Commissioner in whose district the alleged violation is located, or his/her designee, shall inspect the real property that is the subject of Violation Reports and file an inspection report with the Administrator of the County Commissioners which shall include the following determinations:

a) whether the Owner has violated this Chapter;
b) if any of the Violation Reports were filed for purposes other than to report a violation under this Chapter; and

c) If the Violation Reports were submitted by neighbors or community members.

(iii) Violation Notices. Upon determination that the Owner has committed a violation of this Chapter, the Hearing Authority, or its designee, shall issue a written notice ("Violation Notice") to the Owner and any occupants of the property. The Violation Notice shall identify the violation(s) and order the Owner to mitigate the public nuisance within ten (10) business days from the date on which the Owner has been served the Violation Notice ("Abatement Period"). Personal service, service by U.S. certified mail, or any other manner of service recognized in the Indiana Rules of Trial Procedure shall constitute proper service upon the Owner and any occupants of the property for the purposes of this Chapter. Additionally, a copy of the Violation Notice shall be conspicuously posted on the property by the Hearing Authority, or its designee.

(iv) In the event the Violation Reports as confirmed by the Inspection of the County Commissioner or his/her designee identify one (1) or more Abandoned Vehicles on the subject property, the County shall comply with all due process requirements for notice and abatements of those Abandoned Vehicles as specified under Indiana law including IC § 9-22-1, *et. seq.*

(E) *Violation Notice Appeal.*

Any Violation Notice issued pursuant to this Chapter may be appealed to the Hearing Authority if written notice of appeal is served on the Hearing Authority by the Owner prior to the expiration of the Abatement Period. The timely appeal of a Violation Notice shall toll the Abatement Period pending the issuance of a decision thereon by the Hearing Authority.

(F) *Abatement of Public Nuisance.*

If the Owner fails to timely abate each violation set forth in a Violation Notice within the Abatement Period, the Hearing Authority may authorize the County Attorney to file an action for an ordinance violation in the Warrick County Superior or Circuit Courts seeking an order of abatement of said nuisance. Said order of abatement shall grant the County or its designee permission to abate the public nuisance, including the cutting or removal of Weeds and/or Rank Vegetation and the removal of Garbage and/or Junk identified in the Violation Notice. Upon completion of the abatement, the Hearing Authority, or its designee, shall prepare a certified statement as to the actual administrative and other costs incurred by Warrick County in taking such action in addition to any penalties provided herein ("Abatement Costs"), and shall serve a copy of the invoice on the Owner. The Owner shall, within ten (10) calendar days from the date on which the Owner is served with such invoice ("Payment Period"), pay in full the amount stated thereon payable to the Warrick County Board of Commissioners.

(G) *Appeal of Costs.*

Any invoice for Abatement Costs issued pursuant to this Chapter may be appealed to the Hearing Authority if written notice of appeal is served by the Owner on the Hearing Authority within ten (10) calendar days from the date on which the invoice is served on the Owner. The timely appeal of an invoice shall toll the Payment Period pending the issuance of a decision thereon by the Hearing Authority.

(H) *Failure to Pay.*

If the Owner fails to timely pay an invoice for Abatement Costs issued pursuant to this Chapter, the Hearing Authority, or his designee, shall certify to the Warrick County Auditor the amount of the invoice for Abatement Costs, plus any additional administrative costs incurred in the certification of the same. The Warrick County Auditor shall place the total amount so certified on the tax duplicate for the property at issue, and the total amount, including any accrued interest, shall be due and payable with the parcel's real estate tax bill.

(I) *Time of Appeals.*

The Hearing Authority shall hear any timely requested appeal of Notice of Violation or invoice for Abatement Costs within thirty (30) calendar days following receipt of the same, and shall thereafter promptly issue a decision granting or denying, in whole or in part, the appeal. The date on which the Hearing Authority's decision is served on the Owner shall thereafter become the first calendar day of the Abatement Period or Payment Period, as applicable.

(J) *Miscellaneous.*

(i) *Venue.* The Warrick County Superior or Circuit Court shall be the court of proper venue and jurisdiction for the enforcement of this Chapter.

(ii) *Cumulative Remedy.* This Chapter supplements and does not limit any other remedy or action available in law or equity regarding the subject matter hereof.

(iii) *Applicability.* This Chapter shall not apply to the following:

(a) Agricultural and industrial operations as described in IC § 32-30-6-9.

(b) Forestry operations as described in IC § 32-30-6-11.

(c) Real property upon which agricultural crops are cultivated, including hay and pasture, as described in IC § 36-7-10.1-3(a).

(d) Warrick County municipal corporations as defined in IC § 36-1-2-10, and Warrick County governmental units, departments, and school corporations.

(iv) *Abatement Vendors.* The Board of County Commissioners may invite and accept no less than two (2) reasonable bids for abatement vendors who shall be private businesses and not any department of the County. Said vendors shall provide abatement services as independent contractors for violations of this Chapter including the abatement of Weeds and Rank Vegetation, Garbage and Junk, and the bids may be renewed and updated at various times when deemed appropriate by the Board of Commissioners.

(v) *Public Nuisance Fund.* Any and all Abatement Costs, fees, penalties and fines collected pursuant to this Chapter shall be deposited into a Public Nuisance Fund or other Fund as determined by the County fiscal body for the express purpose to cover the costs of administration of the enforcement of this Chapter.

(K) *Penalty.*

Any Person who violates a provision of this Chapter shall incur a penalty which shall be part of the Abatement Costs and which may include the following at the discretion of the Hearing Authority:

(i) The actual administrative costs incurred by Warrick County, or its designee, in issuing the Violation Notice; and

(ii) The actual filing fees incurred in filing the ordinance violation in Court and attorney fees of up to Two Hundred Fifty Dollars ($250.00).

(iii) The actual administrative and other costs incurred by the Warrick County in abating a public nuisance; and

(iv) The actual administrative costs of Warrick County certifying the Abatement Costs to the County Auditor; and

(v) A fine, as follows:

(a) First violation – One Hundred Dollars ($100.00).

(b) Second violation – Five Hundred Dollars ($500.00).

(c) Third and subsequent violations – One Thousand Dollars ($1,000.00).

(L) *Effective Date.* This chapter shall be effective June 1, 2018.

Commissioners' Ordinance 2018-_07_

The above ordinance is passed and adopted by the Warrick County Board of Commissioners this 23rd day of April, 2018.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

HAFER
architects • designers • engineers

April 9, 2018

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

RE: Request for Quotes
ADA Compliance

Warrick County Commissioners:

Hafer is pleased to submit the attached quote regarding ADA Compliance for Warrick County facilities and public rights-of-way. We understand the scope of work to include both self-evaluation, and transition plans for the facilities and pedestrian routes in the selected rights-of-way.

For this opportunity, Hafer has added to our expertise the civil knowledge of Clark Dietz, Inc. Together, our personnel have committed multiple successful plans for communities in Southwest Indiana.

We look forward to collaborating with Warrick County to create a digital report that addresses all the requirements listed in the Request for Quotes. Upon reviewing a Notice-to-Proceed, our team is prepared to begin work within three weeks and complete the effort before September 30, 2018, as indicated in the Request for Quote.

Thank you for your consideration of our proposal. We look forward to the next steps in the selection process.

Sincerely,

Jeff Justice, AIA
President
jjustice@haferdesign.com

21 SE Third Street, Suite 800, Evansville, IN 47708 • Phone 812.422.4187 • Fax 812.421.6776
101 E Second Street, Suite 101, Owensboro, KY 42303 • Phone 270.926.1331 • Fax 270.684.4456
haferdesign.com

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Jeff Justice, AIA	
Vendor Representative (please print)	Signed
Hafer PSC	812.422.4187
Vendor Name	Telephone
21 SE Third Street, Suite 800, Evansville, IN 47708	4/9/2018
Vendor Address	Date

WARRICK COUNTY PURCHASING DEPARTMENT
107 West Locust Street
Room 310 - Old Courthouse
Boonville, Indiana 47601
Phone: 812-897-6022 Fax: 812-897-6136

FORM OF PROPOSAL

1	Date:	4/9/2018
2	Governmental Unit:	WARRICK COUNTY COMMISSIONERS
3	Item(s) or project being bid:	ADA COMPLIANCE SERVICES
4	Offeror (Firm):	Hafer PSC
	Address:	21 SE Third Street Suite 800
	City / State / Zip:	Evansville, IN 47708
	Telephone Number:	812.422.4187
	Fax Number:	812.421.6776
	Agent or contact person:	Jeff Justice, AIA
5	TOTAL QUOTE AMOUNT	$ 39,500.00

Pursuant to notices given, the undersigned offers to Warrick County in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The contract will be awarded in accordance with specifications. Offeror promises that it has not offered nor received a less price than the price stated in its offer/proposal for the supplies included in its offer/proposal. Offeror further agrees that it will not withdraw its offer/proposal from the office in which it is filed. A certified check or bond shall be filed with each offer/proposal if required, and liability for breach shall be enforceable upon evidence of financial responsibility.

Signature of Offeror or Agent

E-VERIFICATION ADDENDUM

WHEREAS, Hafer PSC (Insert the name of your company, also to be referred to as: the Vendor, Contractor) and the Warrick County Commissioners have entered into an agreement providing for the Vendor to provide Warrick County with an updated and current: ADA: Self-Evaluation; Transition Plan; and Transition Plan for Public Rights of Way.

WHEREAS, said parties wish to supplement the terms of said agreement as provided herein;

NOW, THEREFORE, the parties do agree that the Contract shall incorporate the following terms as though originally set forth therein;

1. As required by IC 5-22-16.5, Hafer PSC (Contractor's name) is not engaged in investment activities in Iran. He understands that providing false certification may result in the consequences listed in IC 5-22-16.5-14 including termination of the Contract with the WC Commissioners, denial of future contracts, as well as an imposition of a civil penalty.

2. As required by IC 22-5-1.7, Hafer PSC (Contractor's name) does not knowingly employ an unauthorized alien.

3. As required by IC 22-5-1.7, Hafer PSC (Contractor) is enrolled in or will enroll in and will verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1-7.3. He understands that it is not required to participate should the E-Verify program cease to exist. He also understands that it is not required to participate if he is an individual and does not employ any employees.

4. As required by IC 22-5-1.7, Hafer PSC (Contractor) will not knowingly employ or contract with an unauthorized alien. He will not retain an employee or contract with a person that it subsequently learns is an unauthorized alien.

5. As required by IC 22-5-1.7, Hafer PSC (Contractor) will require its subcontractors who perform work under any contract with them to certify that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. He will maintain this certification throughout the duration of the term of a contract with a subcontractor.

6. As required by IC 22-5-1.7, Hafer PSC (Contractor) understands that the Commissioners may terminate for default if he fails to cure a breach of IC 22-5-1.7 or any statement contained herein no later than thirty days after being notified.

Date: 4/9/2018

Signed by:

Printed Name: Jeff Justice, AIA

Title: President

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

Marlin Weisheit Robert Johnson Dan Saylor

"ACCEPTANCE AND AGREEMENT OF TERMS"

Regarding the Purchase of these services: PROVIDE WARRICK COUNTY WITH AN UPDATED AND CURRENT ADA: SELF-EVALUATION: TRANSITION PLAN; AND TRANSITION PLAN FOR PUBLIC RIGHTS-OF-WAY.

We, Hafer PSC (Company Name), do hereby verify we have thoroughly reviewed and completely understand all the terms and conditions of the Invitation to Quote as presented to us; and, therefore, we confirm to accept and comply with all its terms and conditions.

Company Representative (Successful Bidder)	Agent of Warrick County (Commissioner)
Date: 4/9/2018	Date:
Printed Name: Jeff Justice, AIA	Printed Name: Dan Saylor
Signature:	Signature:
Title: President	Title: President, Board of Commissioners

Client#: 34241 HAFEPSC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 4/03/2018

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

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

PRODUCER
ONI Risk Partners
600 E 96th St Suite 400
Indianapolis, IN 46240

CONTACT Krishna Patel
PHONE (A/C, No, Ext): 317.706.9537 FAX (A/C, No):
E-MAIL ADDRESS: Krishna.Patel@onirisk.com

INSURED
Hafer PSC
21 SE Third St, Ste 800
Evansville, IN 47708

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charlestown Insurance Company	10677
INSURER B : Principalist Casualty Insurance Company	10335
INSURER C : Travelers Casualty & Surety Co America	31194
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			ECP0357699	01/01/2018	01/01/2019	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			ECP0357699	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ECP0357699	01/01/2018	01/01/2019	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	019042180	01/01/2018	01/01/2019	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Cyber Liab			106402045	03/31/2017	03/31/2018	Network: $1,000,000 Communications: $1M Defense: $500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured in regards to general liability, auto liability and umbrella liability. Coverage is primary and non-contributory. A Waiver of Subrogation applies in favor of the certificate holder for all coverages.

CERTIFICATE HOLDER
Warrick County Board of Commissioners
107 W Locust, Rm 301
Boonville, IN 47601

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) 1 of 1 #S1423828/M1326128 The ACORD name and logo are registered marks of ACORD

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KWALK

Warrick County Commissioners
ORDINANCE NO. 2018-08

An Ordinance of the Board of Commissioners of the County of Warrick (the "Board") relating to the amendment of the Warrick County, Indiana, Capital Improvement Plan adopted June 26, 1989, and as amended August 28, 1989; October 23, 1989; March 25, 1991; February 10, 1992; February 8, 1993; August 22, 1994; March 13, 1995; December 14, 1998; January 16, 2002; November 10, 2004; October 12, 2005; May 10, 2006; February 13, 2008; October 22, 2008; August 9, 2010; March 26, 2012, February 24, 2014; April 27, 2015; April 10, 2017; and April 24, 2017 (dates hereinafter referred to as 'Prior Amending Dates').

WHEREAS, the "Warrick County, Indiana, Capital Improvement Plan", adopted June 26, 1989, and as amended on the Prior Amending Dates, was adopted by the Board by its passage of County Commissioners Ordinance No. 1989-9 on June 26, 1989, by its passage of County Commissioners Ordinance No. 1989-16 on August 28, 1989; by motion on March 25, 1991; by its passage of County Commissioners Ordinance No. 1992-4 on February 10, 1992; by motion on February 8, 1993; by its passage of County Commissioners Ordinance No. 1994-18 on August 22, 1994; by its passage of County Commissioners Ordinance No. 1995-7 on March 13, 1995; by its passage of County Commissioners Ordinance No. 1998-16 on December 14, 1998; by its passage of County Commissioners Ordinance No. 2002-11 on January 16, 2002; by its passage of County Commissioners Ordinance No. 2004-14 on November 10, 2004; by its passage of County Commissioners Ordinance No. 2005-19 on October 12, 2005; by its passage of County

Commissioners Ordinance No. 2006-06 on May 10, 2006; by its passage of County Commissioners Ordinance No. 2008-01 on February 13, 2008; by its passage of County Commissioners Ordinance No. 2008-09 on October 22, 2008; by its passage of County Commissioners Ordinance No. 2010-10 on August 9, 2010; by its passage of County Commissioners Ordinance No. 2012-15 on March 26, 2012, by its passage of County Commissioners Ordinance 2014-07 on February 24, 2014; by its passage of County Commissioners Ordinance 2015-12 on April 27, 2015, and by its passage of County Commissioners Ordinance 2017-07 on April 10, 2017; and by its passage of County Commissioners Ordinance 2017-08 on April 24, 2017; and

WHEREAS, there has been presented to this Board for its consideration an amended form of Capital Improvement Plan which amended form of Plan has been approved by the attorney representing the County, and complies with the provisions of former IC 6-3.5-7 and IC 6-3.6;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WARRICK AS FOLLOWS:

Section 1. The Board hereby amends the "Warrick County, Indiana, Capital Improvement Plan", adopted June 26, 1989, and as amended on the Prior Amending Dates, in the form presented to this meeting, dated April 9, 2018.

Section 2. Two (2) copies of the attached amended Warrick County, Indiana, Capital Improvement Plan, adopted June 26, 1989, and as amended on the Prior Amending Dates, shall be kept on file in the office of the Warrick County Auditor for public inspection.

Section 3. This ordinance shall be in full force and effect from and upon compliance with the procedures required by law.

The foregoing was passed by the Board of Commissioners of the County of Warrick this 9th day of April, 2018.
9:30 A.S.

BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO FORM:

Todd I. Glass, Esq.

Ordinance 2018-08 is located on File in its entirety in the Auditor's Office.

FILED
MAY 14 2018

INSTALLMENT PURCHASE AGREEMENT (INDIANA)

Principal	Loan Date	Maturity	Loan No.
$103,587.16	April 24, 2018	January 1, 2021	20007371225

This Installment Purchase Agreement (the "Agreement") dated and effective as of April 24, 2018 (the "Effective Date"), by and between Old National Bank (the "ONB"), and the **Warrick County, Indiana** (the "Government") (the ONB and the Government are referred to individually as a "Party" and collectively as the "Parties"). Unless the context otherwise clearly requires, the capitalized terms herein shall have the respective meanings set forth in Exhibit A for all purposes of this Agreement.

WITNESSETH:

Whereas, Government is authorized by law to acquire such items of personal property as are needed to carry out its governmental and/or proprietary functions;

Whereas, Government desires to purchase the Equipment, as hereinafter defined, subject to the terms and conditions of and for the purposes set forth in this Agreement;

Whereas, Government is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes and subject to the conditions set forth herein;

Now Therefore, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants and conditions hereinafter set forth, the Parties hereto recite and agree as follows:

1. **Agreement to Purchase Equipment.** ONB shall sell or cause to be sold to Government, and Government shall purchase from ONB, the Equipment, all on the terms and conditions set forth in this Agreement, to have and to hold for the Agreement Term. Government hereby acknowledges and agrees that ONB shall retain a perfected first priority security interest in the Equipment in accordance with this Agreement. ONB shall have no obligation to (a) make any disbursement to a Vendor, reimburse Government for any payment made to a Vendor until ONB has received, in form and substance satisfactory to ONB, executed counterparts of Exhibit D together with executed counterparts of all exhibits, instruments and certificates attached hereto, required by any provision of this Agreement, or incorporated herein by reference, or (b) if all of the principal of this Agreement has not been disbursed under 1(a), consent to any request to release funds from the Equipment Acquisition Fund established by the Escrow Agreement for acquisition of the Equipment until ONB has received, in form and substance satisfactory to ONB, executed counterparts of all exhibits, instruments and certificates attached hereto, required by any provision of this Agreement, or incorporated herein by reference.

2. **Term and Payments.** The Agreement Term applicable to this Agreement shall commence on the Effective Date hereof and shall terminate upon the earliest to occur of any of the following events: (a) the payment by Government of all Installment Purchase Payments, Additional Payments, any rebate payments and any other payments required to be paid by Government hereunder; or (b) the payment of the entire Prepayment Option Price as provided in Paragraph 12 hereof and any Additional Payments; or (c) ONB's election to terminate this Agreement under Paragraph 13 due to Government's default hereunder; or (d) an event of Nonappropriation under Paragraph 3 hereof. Government shall pay to ONB the Installment Purchase Payments in lawful money of the United States of America, in the amounts and on the dates set forth in Exhibit C. The Installment Purchase Payments shall be payable without notice or demand when due at such place as ONB shall direct in writing. Notwithstanding any dispute between Government, ONB, any Vendor or any other person, Government shall make all Installment Purchase Payments when due and shall not withhold any Installment Purchase Payments pending final resolution of such dispute. Except in the event of Nonappropriation, the

obligation of Government to make the Installment Purchase Payments enumerated in Exhibit C shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason, including Equipment failure or defect. Without limiting the generality of the foregoing, Government shall not be entitled to any abatements, reductions, setoffs, or recoupment for any reason whatsoever, due to any present or future claims of Government against ONB or any other person under this Agreement or otherwise, against the Vendor of any item of Equipment, or by reason of any defect in or damage to, or loss or destruction of all or any of the Equipment from whatsoever cause, or the interference with the use thereof, or any insolvency, bankruptcy, reorganization or similar proceedings by or against ONB or Government, it being the intention of the Parties hereto that the Installment Purchase Payments and Additional Payments payable by Government under this Agreement shall continue to be payable in all events, unless the obligation to pay the same shall expire or be eliminated pursuant hereto. However, Government does not waive any defense or claim that it may have against any party arising out of any breach of this Agreement.

Interest on this Agreement shall begin to accrue from the Effective Date.

To the extent such funds are appropriated, Government shall pay to ONB as Additional Payments hereunder, in addition to the Installment Purchase Payments payable by Government, such amounts in each year as shall be required by ONB in payment of any reasonable costs and expenses incurred by ONB in connection with the execution or performance of this Agreement, the sale of the Equipment to Government, including, without limitation, insurance premiums not otherwise paid hereunder and all other reasonable, direct and necessary administrative costs of ONB or charges required to be paid by it in order to comply with the terms of this Agreement. Such Additional Payments shall be billed to Government by ONB from time to time, together with a statement certifying that the amount so billed has been paid by ONB for one or more of the items described, or that such amount is then payable by ONB for such items. Reasonable amounts so billed shall be due and payable to ONB within thirty (30) calendar days after receipt of the bill by Government. Government shall also pay any required Gross-Up Installment Purchase Payment in the event the interest on this Agreement is or becomes taxable.

3. **Nonappropriation and Right of Termination.** (a) The obligations of Government to make Installment Purchase Payments and to make any other payments to ONB (or to any other person) pursuant to this Agreement are subject to appropriation by the Government of funds that are lawfully available to be applied for such purpose, however, if the Government is a Qualified Volunteer Fire Department, the obligations of Government to make such payments are subject to appropriation by the governmental entity (the "Local Entity") with whom Government has the written contract for Government to provide firefighting or emergency medical services. If the Government, or Local Entity if applicable, fails to make such an appropriation prior to a fiscal period of Government, or Local Entity if applicable, for the Installment Purchase Payments scheduled in such fiscal period, ONB may terminate this Agreement without penalty, or Government may terminate this Agreement by providing written notice of such Nonappropriation to ONB as soon as the decision to nonappropriate is made. Upon any such termination of this Agreement, all of Government's rights, title and interest in and its obligation under this Agreement and to the Equipment shall terminate effective on the last day of the last fiscal period of Government for which such an appropriation was made and Government shall immediately execute and deliver to ONB any documents and take all actions which may be necessary to vest full legal title to the Equipment in ONB.

(b) This Agreement is entered under, and is governed by, the provisions of Indiana law, and such provisions shall control to the extent any terms of this Agreement may be contrary.

4. **Taxes and Other Governmental Charges.** Government shall keep the Equipment free and clear of all levies, liens and encumbrances, except those created under this Agreement. Government shall timely pay when due, all charges and taxes, including but not limited to, assessments,

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license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, if any, whether payable by ONB or Government, now or hereafter imposed by any governmental body or agency on or relating to the Equipment, the Installment Purchase Payments, or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Agreement including Gross-Up Installment Purchase Payment in the event interest on this Agreement is or becomes taxable. If ONB pays any charges or taxes for which Government is responsible or liable under this Agreement, Government shall promptly reimburse ONB therefore. Government shall be required to maintain adequate records, including but not limited to, records concerning payments made under this Paragraph 4, and shall provide ONB and its assigns evidence of any and all payments made pursuant to this Paragraph 4, immediately upon payment thereof and in any event at least annually.

5. **Government's Covenants and Representations.** Government covenants and represents as follows:

(a) Government is a governmental entity and political subdivision of the State of Indiana;

(b) Government represents, and will provide an opinion of its counsel in substantially the form attached hereto as Exhibit M to the effect that it has full power and authority to enter into this Agreement; that this Agreement has been duly authorized, executed, and delivered by Government, and is a valid and binding obligation of Government enforceable in accordance with its terms; that Government is a political subdivision of the State within the meaning of Section 103(a) of the Code; all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(c) All Installment Purchase Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; subject to Paragraph 3, Government will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Government to discharge all of its obligations hereunder, and Government has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(d) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of, performance of, or expenditure of funds pursuant to, this Agreement;

(e) Information supplied and statements made by Government in any financial statement or current budget prior to or contemporaneously with this Agreement are true and correct in all material respects;

(f) Government has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future;

(g) There are no circumstances presently affecting Government that could reasonably be expected to alter its foreseeable need for the Equipment or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder;

(h) During the term of this Agreement, Government will annually provide ONB (i) as soon as available, but in any event not later than 270 days after the end of each fiscal year of Government, its Annual Financial Reports (Form 9) which Government files with the Indiana State Board of Accounts; (ii) bi-annually as soon as available the Indiana State Board of Accounts (the "SBOA") audit of

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Government commencing with the SBOA audit for the most recent SBOA audit period as of the date of this Agreement; (iii) not later than November 15 of each year budgets and proof of appropriation for the ensuing fiscal year; and (iv) such other financial information relating to the ability of Government to perform its obligations under this Agreement as may be reasonably requested by ONB;

(i) Government has complied with all State bidding requirements as may be applicable to this Agreement or the acquisition of the Equipment;

(j) The weighted average of the principal component of the Installment Purchase Payments does not exceed 120% of the weighted average remaining useful life of the Equipment in the hands of Government;

(k) Government will execute all documents necessary to allow the ONB to submit to the U.S. Secretary of the Treasury an information reporting statement and other information relating to this Agreement at the times and in the forms required by the Code;

(l) Government shall not use any monies advanced by ONB in connection with a lease to reimburse expenditures previously made by Government, except in compliance with the requirements of Section 1.150-2 of the Code; and

(m) Government hereby represents and warrants that it has not entered into any, and is not aware of the existence of any, contracts, agreements, arrangements or understandings with any person or firm that could give rise to any third-party claim for, and has not been previously paid a broker's, finder's or agent's fee or commission or other similar payment in connection with, the negotiations leading to the consummation of this Agreement.

6. **Use and Licenses.** Government shall pay and discharge all utility and other operating expenses and shall cause the Equipment to be used only for or in connection with the operation of its governmental functions. Government will not use, operate or maintain the Equipment improperly, carelessly or in violation of any applicable law, ordinance, rule or regulation of any governmental authority and shall, at Government's expense, obtain all registrations, permits and licenses, if any, required for the lawful use and occupancy of the Equipment.

7. **Repairs, Alterations and Improvements.** Government agrees that ONB shall not be obligated to rebuild, replace, maintain or make any repairs to the Equipment or to any improvements located thereon during the Agreement Term or any renewal thereof. Government may, at its own expense, install or place in or on, or attach or affix to, the Equipment such other equipment or accessories as may be necessary or convenient to use the Equipment for its intended purposes, provided that such other equipment or accessories do not impair or diminish the value or utility of the Equipment. All such other equipment and accessories shall be removed by Government upon termination of this Agreement, provided that any resulting damage shall be repaired at Government's expense. Any such other equipment or accessories not removed shall become the property of ONB. At the expiration or termination of this Agreement, or any extension or renewal thereof, for any reason except Government's exercise of its payment option set forth in Paragraph 12, or Government's payment in full of all Installment Purchase Payments and Additional Payments, if any due hereunder, Government shall surrender the Equipment in good condition, allowance being made for ordinary wear and tear from proper use.

8. **Liens.** Government shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, title thereto or any interest therein, except the respective rights of ONB and Government hereunder.

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9. **Damage to or Destruction of Equipment.** Government shall bear the entire risk of loss, damage, theft or destruction of the Equipment from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Government from the obligation to pay the full amount of the Installment Purchase Payments or from any other obligation under this Agreement. In the event of damage to the Equipment, Government will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Government determines that the Equipment has been damaged or destroyed beyond repair, Government may, at Government's option, elect to pay ONB all amounts then owed by Government to ONB under the terms of this Agreement, including the Installment Purchase Payment due on the next Payment Date and an amount equal to the applicable Prepayment Option Price set forth in Exhibit C provided however, in the event there is no applicable Prepayment Option Price set forth in Exhibit C, the applicable amount shall include an amount equal to 102% of the outstanding principal amount as set forth in Exhibit C. Upon payment of said amount, this Agreement shall terminate, ONB's interest in the Equipment shall vest in Government, and neither Party shall have any further obligations to the other.

10. **Insurance.** Government shall purchase and maintain one or more commercial insurance policies with regard to the Equipment sufficient to satisfy Government's obligations hereunder. Government shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Equipment, insuring against such risks, and in such amounts as are customary for Governments of equipment of a character similar to the Equipment. In addition, Government shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Equipment, insuring against customary risks, with minimum coverage of not less than the amount of the unpaid principal portion of the Installment Purchase Payments as of the last preceding Payment Date specified in Exhibit C. If insurance policies are provided with respect to the Equipment, all insurance policies shall be with insurers authorized to do business in the State and shall name both ONB and Government as Insured Parties as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to ONB, subject to the provisions of Paragraph 9. Government shall, upon request, deliver to ONB evidence of the required coverages together with premium receipts, and each insurer shall agree to give ONB written notice of non-payment of any premium due and ten (10) calendar days' notice prior to cancellation or alteration of any such policy. Government shall also carry and require any other person or entity working on, in or about the Equipment to carry worker's compensation insurance covering employees on, in or about the Equipment.

11. **Quiet Possession.** ONB covenants and warrants that ONB has the right to make this Agreement and that Government shall, during the Agreement Term, have quiet and peaceful possession of the Equipment as against the lawful acts of third parties.

12. **Prepayment Option.** Except as otherwise provided for in this paragraph, Government shall have the option to prepay the Installment Purchase Payments owed hereunder (in whole but not in part) on any applicable Payment Date; provided: (i) Government is not in default under this Agreement; (ii) Government gives written notice to ONB of its intention to exercise this option at least thirty (30) calendar days prior to the Payment Date on which the option is to be exercised; (iii) Government has complied with all applicable laws concerning acquisition of Equipment; (iv) there is a specific Prepayment Option Price shown on Exhibit C on that Payment Date; and (v) on the applicable Payment Date, Government shall deposit with ONB an amount equal to all Installment Purchase Payments together with any Additional Payments and any other amounts then due or past due (including, but not limited to, the Installment Purchase Payment due on the applicable Payment Date and all accrued interest) together with the applicable Prepayment Option Price, all as shown on Exhibit C provided however, in the event there is no applicable Prepayment Option Price set forth in Exhibit C, the applicable amount shall include an amount equal to 102% of the outstanding principal amount as set forth in Exhibit C. The closing of the payment of the Prepayment Option Price shall be on the Payment Date or the first business day preceding the Payment Date at the office of ONB or such other place as ONB may direct in writing.

13. **Default and ONB's Remedies.** (a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Government fails to make any payment hereunder when due or within ten (10) calendar days thereafter;

(2) Government fails to comply with any other covenant, condition or agreement of Government hereunder for a period of thirty (30) calendar days after notice thereof; provided, that, if Government makes a commercially reasonable effort to cure such default during such thirty (30) calendar day period, but will, in good faith, require additional time to complete such cure, no default will be declared so long as Government continues to make good faith, commercially reasonable efforts to cure such default, and such default is in any event cured within sixty (60) calendar days;

(3) Any representation or warranty made by Government hereunder shall be untrue in any material respect as of the date made;

(4) Government makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Equipment or any interest therein;

(5) Government becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for Government or a substantial part of its assets, including, but not limited to, the Equipment; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Government or a substantial part of its property, and is not discharged within sixty (60) calendar days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law; or any dissolution or liquidation proceeding is instituted by or against Government and, if instituted against Government, is consented to or acquiesced in by Government or is not dismissed within sixty (60) calendar days.

(b) Upon the occurrence of any Event of Default specified herein, ONB may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Government to perform its other obligations hereunder in which event Government shall be liable for all Costs and Expenses incurred by ONB;

(2) Enter upon Government's premises and take possession of the Equipment, without demand or notice and without court order or any process of law, and remove the same and dispose of the Equipment for Government's account, in which event Government waives any and all damages resulting therefrom and shall be liable for all Costs and Expenses incurred by ONB in connection therewith and the difference, if any, between the amounts to be paid pursuant to Paragraph 2 hereof and the amounts received and to be received by ONB in connection with any re-letting of the Equipment;

(3) Terminate this Agreement and repossess the Equipment, in which event Government shall be liable for any amounts payable hereunder through the date of such termination and all Costs and Expenses incurred by ONB in connection therewith; or

(4) Pursue and exercise any other remedy available at law or in equity, in which event Government shall be liable for any and all Costs and Expenses incurred by ONB in connection therewith.

As provided in Paragraph 3 of this Agreement, under no circumstances shall Government be liable under this subsection (b) for any amount in excess of the sum appropriated for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

14. Termination. Unless Government has paid all Installment Purchase Payments and any Additional Payments due hereunder or properly exercised its prepayment option pursuant to Paragraph 12 hereof, Government shall, upon any earlier termination hereof pursuant to the terms of this Agreement, surrender the Equipment to ONB unencumbered and in at least as good condition and repair as when delivered to Government, ordinary wear and tear resulting from proper use excepted. Nothing in this paragraph shall be construed to create any right of Government to terminate this Agreement, except in those circumstances otherwise set forth in this Agreement.

15. Assignment. Government will not either: *(i)* assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Equipment or any interest in this Agreement or the Equipment, except as otherwise specifically provided in this Paragraph 15; or *(ii)* sublet or lend the Equipment or permit it to be used by anyone other than Government or Government's employees. ONB may, at any time and from time to time or to the extent permitted by law, without obtaining the consent of Government, assign, transfer or otherwise dispose of all or any part of its interest in the Equipment and this Agreement, including ONB's rights to receive the Installment Purchase Payments, Additional Payments or any part thereof (in which event Government agrees to make all Instalment Purchase Payments and Additional Payments thereafter to the assignee(s) designated by ONB) and to exercise any other rights and remedies of ONB set forth herein or therein. ONB is specifically granted the right to: (i) assign, transfer, deposit or otherwise deliver this Agreement to a Custodian pursuant to a Custodial Agreement delivered by ONB, or its assignees, and (ii) serialize all of the payments to be made by Government under this Agreement and Certificates representing the right of the holder thereof to receive a portion of the Payments being made by Government, to one or more Governments. Any such assignment, transfer or conveyance may be to such Custodian for the benefit of the owners of the Certificates. No such assignment, transfer or conveyance shall be effective until Government's Registration Agent shall have received a written notice of assignment (in substantially the form of Exhibit G) that discloses the name and address of each such assignee; provided, however, that if such assignment is made to a Custodian for owners of Certificates, it shall thereafter be sufficient that a copy of the Custodial Agreement shall have been deposited with Government's Registration Agent until Government's Registration Agent shall have been advised that such Custodial Agreement is no longer in effect. During the term of this Agreement, Government shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code. For this purpose, Government appoints ONB to act as its Registration Agent. ONB agrees on Government's behalf to maintain such record of all assignments, and to provide a copy of such record to Government. Government agrees, if so requested, to acknowledge each such assignment in writing within fifteen (15) calendar days after request therefor, but such acknowledgment shall in no way be deemed necessary to make any assignment effective.

Notwithstanding anything herein to the contrary, if the Government deems it necessary to sell or otherwise dispose of any item of Equipment, the Government may dispose of such Equipment, and the ONB shall release its lien upon such Equipment if the Government provides substitute collateral of equal or greater value to the Equipment to be replaced and provides certification to the ONB that the substitute collateral is free of all liens and encumbrances.

16. ONB's Right to Perform for Government. If Government fails to make any payment or perform or comply with any of its covenants or obligations hereunder, ONB may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Government, and the amount of any such payment and the expenses (including, but not limited to, reasonable attorneys' fees) incurred by ONB in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Government upon demand.

17. Late Charge/Interest after Default. If a payment is 10 days or more late, Government will be charged 5.000% of the regularly scheduled payment or $50.00, whichever is greater. Upon an Event of Default, including failure to pay upon final maturity, the total sum due under this Agreement will continue to accrue interest at the interest rate under this Agreement.

18. Notices. Any notices to be given or to be served upon any Party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the Party to whom it is addressed. Such notice shall be given to the Parties at their respective addresses designated on the signature page of this Agreement or at such other address as either Party may hereafter designate in writing.

19. Personal Property. ONB and Government agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

20. Tax Exemption; Tax Covenants. Government acknowledges and agrees that ONB has calculated the Installment Purchase Payments assuming that the interest portion of each Installment Purchase Payment is exempt from federal income taxation. Government represents, warrants and covenants that it will do or refrain from doing all things necessary or appropriate to ensure that the interest portion of the Installment Purchase Payments is exempt from federal income taxation, including, but not limited to, executing all information statements required by Section 149(e) of the Code so that they may be timely filed, and timely paying, to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended. In addition, Government makes the following tax covenants:

(a) It is the intention of the Parties hereto that the interest portion of the Installment Purchase Payments received by ONB and its successors and assigns hereunder be and remain excludable from gross income for purposes of federal income taxation. In furtherance of the foregoing, Government, to the best of its ability and knowledge, covenants that it shall, at all times, do and perform all acts and things necessary and within its control so that the interest portion of the Installment Purchase Payments received by ONB shall, for the purposes of federal income taxation, be excluded from gross income of ONB. Government shall not permit the use of the proceeds of this Agreement, nor take or omit to take any action, so as to cause such interest portion to cease to be excluded from gross income of ONB for the purposes of federal income taxation.

(b) Government covenants that it will not use or permit the use of any Equipment in any manner or for any trade or business that would cause the interest portion of the Installment Purchase Payments to cease to be excluded from gross income of ONB for the purposes of federal income taxation.

(c) Government hereby covenants that it will not take or permit any action or omit to take any action that would cause this Agreement to be an arbitrage bond within the meaning of Section 148 of the Code. Government hereby agrees to execute a Tax Agreement and Arbitrage Certificate, substantially in the form of Exhibit E.

(d) The weighted average maturity (defined in accordance with the Code) of the principal component of the Installment Purchase Payments under this Agreement will not exceed 120% of the average reasonably expected remaining economic life in the hands of Government of the Equipment purchased hereunder.

(e) Government agrees to timely complete and execute an information reporting return as required by the Code which shall be delivered to ONB on the date of this Agreement. ONB shall cause the information return to be timely filed with the Internal Revenue Service.

(f) ONB and Government certify and covenant to each other and to the owners of Certificates from time to time of ONB's interests in this Agreement that, so long as any Installment Purchase Payments remain unpaid hereunder, monies on deposit in the Equipment Acquisition Fund will not be used in a manner that will cause this Agreement to be classified as arbitrage bonds within the meaning of Section 148(a) of the Code.

21. DISCLAIMER OF WARRANTIES; Vendor's Warranties. (a) ONB (AND ANY AND EACH OF ITS SUCCESSORS AND ASSIGNS), NOT BEING THE VENDOR OF ANY OF THE EQUIPMENT, NOR A DEALER IN ANY OF SUCH EQUIPMENT, HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY GOVERNMENT. GOVERNMENT ACCORDINGLY AGREES NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST ONB BASED THEREON. GOVERNMENT FURTHER AGREES, REGARDLESS OF CAUSE, NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST ONB FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR LOSS, OF ANY CLASSIFICATION IN ANY WAY RELATED TO THE USE OR CONDITION OF THE EQUIPMENT. ONB SHALL HAVE NO OBLIGATION TO INSTALL, ERECT, TEST, ADJUST, SERVICE OR MAINTAIN ANY EQUIPMENT. GOVERNMENT SHALL LOOK SOLELY TO THE VENDOR FOR ANY AND ALL CLAIMS RELATED TO THE EQUIPMENT. GOVERNMENT PURCHASES THE EQUIPMENT "AS IS, WHERE IS" AND "WITH ALL FAULTS." ONB AND GOVERNMENT HEREBY ACKNOWLEDGE THAT THE WARRANTIES OF THE VENDOR OF THE EQUIPMENT, IF ANY, ARE FOR THE BENEFIT OF GOVERNMENT.

(b) Government may have rights under the contract evidencing the purchase of the Equipment; Government is advised to contact the Vendor for a description of any such rights. ONB hereby assigns to Government during the Agreement Term all warranties running from Vendor to ONB. ONB hereby irrevocably appoints Government its agent and attorney-in-fact during the Agreement Term, so long as Government will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that ONB may have against Vendor. Government's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against ONB. Any such matter will not have any effect whatsoever on the rights and obligations of ONB with respect to this Agreement, including the right to receive full and timely payments hereunder. Government expressly acknowledges that ONB makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

22. Delivery and Installation. Government has previously selected in connection with this Agreement the type, quantity and Vendor of each item of Equipment designated in Exhibit B. Government

has and will continue, at its expense, pay for all costs and charges in connection with the delivery, installation and use of the Equipment (it being understood that costs associated with delivery and installation of the Equipment are included in the total amount of the Equipment financed hereunder as set forth in Exhibit C). Upon receipt of any Equipment paid for with funds provided pursuant to this Agreement other than funds deposited in the Equipment Acquisition Fund established and held by the Escrow Agent pursuant to Article II of the Escrow Agreement, Government will furnish to ONB an Acceptance Certificate in substantially the same form attached to this Agreement as Exhibit D-2. Upon receipt of any Equipment paid for with funds deposited in the Equipment Acquisition Fund established and held by the Escrow Agent pursuant to Article II of the Escrow Agreement, Government will furnish to ONB an Acceptance Certificate in substantially the same form attached to the Escrow Agreement as Attachment 2. After all of the Equipment has been received by Government, Government will furnish ONB with a Final Certificate of Acceptance (in substantially the same form of Exhibit I). Execution of each Certificate of Acceptance by the appropriate individual, as indicated in Government's authorizing resolution (attached hereto as Exhibit L) and Certificate of Incumbency (in substantially the same form of Exhibit K), shall constitute acceptance of the Equipment identified in such Acceptance Certificate for purposes of this Agreement on behalf of Government. Regardless of whether Government has furnished a Final Certificate of Acceptance pursuant to this Paragraph 22, by making an Installment Purchase Payment pursuant to this Agreement, Government shall be deemed to have accepted the Equipment which has been delivered or installed as of such Payment Date on the date of such Installment Purchase Payment for purposes of this Agreement. Government understands and agrees that neither the Vendor nor any salesman or other agent of any such Vendor, is an agent of ONB. No salesman or agent of the Vendor is authorized to waive or alter any term or condition of this Agreement, and no representation as to Equipment or any other matter by the Vendor shall in any way affect Government's duty to pay the Installment Purchase Payments and perform its other obligations as set forth in this Agreement. Government hereby acknowledges that it has or will have selected the Equipment identified on Exhibit B using its own criteria and not in reliance on any representations of ONB.

23. **Title to Equipment.** During the term of this Agreement and so long as no Event of Default has occurred, legal title to the Equipment and any and all additions, repairs, replacements or modifications thereof shall be vested in Government, subject to the rights of ONB under this Agreement, including the security interest granted herein. Government shall at all times, at its expense, protect and defend Government's title to the Equipment and ONB's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens and encumbrances except those created by this Agreement in favor of ONB. It is the intent of the Parties hereto that all items of Equipment shall at all times be and remain personal property, notwithstanding that any such Equipment may now or hereafter be affixed to realty. If requested by ONB, Government will, at Government's reasonable expense, furnish a subordination of any interest in the Equipment from any party (other than the Government) having an interest in any such real estate or building to which the Equipment becomes affixed.

24. **Security Interest.** This Agreement is intended to constitute a security agreement within the meaning of the Uniform Commercial Code of the State (the "UCC"). In order to secure all of its obligations hereunder to ONB as Government's assignee, Government hereby: (a) grants to ONB a first priority security interest constituting a first lien on any and all right, title and interest of Government in the Equipment; (b) agrees that ONB or its assignee may execute such additional documents, including financing statements, fixture filings, affidavits, notices, and similar instruments, for and on behalf of Government, which ONB deems necessary or appropriate to protect ONB's security interest in the Equipment and in this Agreement; (c) agrees to execute and deliver such additional documents, including financing statements, certificates of title, affidavits, notices and similar instruments, in form satisfactory to ONB, necessary or appropriate to perfect and maintain such security interest in the Equipment; and (d) agrees that in the event any portion of the Equipment is covered by a certificate-of-title statute of the State, Government shall fully comply with and take all such actions mandated by the requirements of such certificate-of-title statute to perfect ONB's security interest in the Equipment, including but not limited

to indicating ONB's security interest on any and all certificate-of-title forms covering the Equipment and (at ONB's discretion) delivering to ONB the original certificate-of-title to the Equipment, to be held by ONB throughout the term of this Agreement. If ONB's security interest in all or some of the Equipment shall terminate in accordance herewith, at the request of Government, ONB shall execute and deliver to Government documents which evidence the termination of ONB's security or lien interest in such Equipment. Government shall promptly discharge any liens placed on the Equipment, including, without limitation, any mechanics' or materialmen's liens. If requested by ONB, Government shall obtain the waiver of any interest in the Equipment from any owner of, or a secured party with an interest in, equipment on which the Equipment becomes an accession. If requested by ONB, to the extent that the Equipment was and continues to be subject to a lien upon and after its acquisition by Government under any agreement or other instrument to which Government or any affiliate of Government is a party, Government shall obtain a waiver of such lien. Government is required to provide written notice to ONB of any change in its name, corporate structure or principal place of business. Such notice shall be provided thirty (30) calendar days in advance of the date that such change is planned to take effect.

25. **Performance of Government's Obligations.** If Government shall fail to promptly perform any of its obligations under this Agreement, ONB may, at its option, perform any act or make any payment that ONB deems necessary for the maintenance and preservation of the Equipment, including, but not limited to, payments for satisfaction of liens, repairs, taxes, levies and insurance. All expenses incurred by ONB in performing such acts, including, but not limited to, legal fees and all such payments made by ONB together with late charges as provided in Paragraph 17 herein, shall be payable by Government to ONB on demand. The performance of any act or payment by ONB shall not be deemed a waiver or release of any obligation or default on the part of Government.

26. **Indemnification.** To the extent legally permissible under the laws of the State, Government agrees to indemnify, protect and hold harmless ONB and its assignees from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Government or ONB), operation, ownership, selection, delivery, storage, leasing or return of any item of Equipment, or any failure on the part of Government to accept the Equipment or otherwise to perform or comply with any conditions of this Agreement. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect, notwithstanding the expiration or termination of the term of this Agreement. In no event, whether as a result of breach of contract, warranty, tort (including negligence or strict liability), indemnity or otherwise, shall ONB, or its assignees, if any, be liable for any special, consequential, incidental or penal damages, including, but not limited to, loss of profit or revenue, loss of use of the Equipment or any associated equipment, service materials or software, damage to associated equipment, service materials or software, cost of capital, cost of substitute equipment, service materials or software, facilities, services or replacement power, downtime costs or claims of Government for such damages or costs and claims associated with any treatment, handling, storage, processing or disposal or related aspect or action incurred with respect to environmental matters, and Government shall indemnify and hold harmless ONB and its assignees from any such damages.

27. **Costs.** Government shall pay ONB all Costs and Expenses related to the exercise of remedies with respect to any Escrow Agreement entered into to hold all or a portion of the principal amount of this Agreement pending disbursement thereof to pay the cost of any of the Equipment incurred by ONB in enforcing any of the terms, conditions or provisions of this Agreement and the Escrow Agreement.

28. **Securities Matters.** Government specifically acknowledges that ONB, or one or more of its assigns, may assign or otherwise transfer this Agreement, serialize the Payments and issue Certificates all as provided in Paragraph 15 above. Government specifically acknowledges that ONB or

one or more of its assigns may also engage and utilize a Placement Agent for the purpose of assisting with the sale of such Certificates without expense to Government. Government acknowledges and agrees that the Certificates, when issued, shall be deemed securities of Government, as to which Government shall have certain responsibilities and liabilities. Government hereby authorizes ONB and Placement Agent to act on its behalf for the limited purpose of preparing and deeming final an Offering Memorandum. Government hereby agrees to cooperate fully with ONB and Placement Agent with respect to the issuance of the Certificates and to provide additional closing certificates, satisfactory documentation, specific information regarding the Equipment that it is leasing hereunder, and demographic and financial information concerning Government, for inclusion in the Offering Memorandum, all as reasonably requested, and Government represents and warrants that such information provided to ONB or the Placement Agent is true and accurate in all material respects when delivered. ONB agrees to hold Government harmless from any damages or claims arising from ONB's negligent or intentional acts or omissions in connection with the sale of the Certificates. Further, Government authorizes the Placement Agent and any Custodian to deliver the Offering Memorandum to any subsequent Governments, in whole or in part, of the Certificates. Finally, acknowledging that the Certificates will be Municipal Securities, Government agrees to provide certain continuing disclosures, including specifically annual financial statements and information related to listed events such as those required by Rule 15c2-12(b)(5) of the Securities and Exchange Commission, to enter into a separate Continuing Disclosure Agreement with ONB and/or its assigns to ensure such disclosures are made and to provide to ONB or its assigns a DTC Letter of Representations, executed by Government, all as reasonably requested by ONB or Placement Agent.

29. **Authority of Government.** Government represents and warrants that its **Warrick County Board of Commissioners** has approved this Agreement and has authorized its execution. Government further represents and warrants that the authority to enter into and consummate this Agreement includes the additional authority to issue the Certificates, and to execute those additional documents and forms related to the issuance of the Certificates, including those Exhibits and Additional Documents listed in the Index of Exhibits.

30. **Miscellaneous.**

(a) ONB reserves the right to enter upon Government's property during business hours at any time, but without undue disruption or interference with the operations of Government's business or any location where the Equipment is located, to inspect the same or to make such repairs as ONB may deem advisable or to otherwise protect ONB's right and interest in the Equipment.

(b) Time is of the essence. No covenant or obligations hereunder to be performed by Government may be waived except by the written consent of ONB, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude ONB from invoking such remedy at any later time prior to Government's cure of the condition giving rise to such remedy. ONB's rights hereunder are cumulative and not alternative.

(c) This Agreement shall be construed in accordance with, and governed by, the laws of the State, without giving effect to its choice of laws provisions.

(d) This Agreement constitutes the entire agreement between the Parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both ONB and Government.

(e) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(f) ONB hereunder shall have the right at any time or times, by notice to Government, to designate or appoint any person or entity to act as agent or trustee for ONB for any purposes hereunder.

(g) Government will immediately notify ONB in writing of any loss to or change occurring in or to the Equipment or a change in Government's address, or in any fact or circumstance warranted or represented by Government to ONB, or if any Event of Default occurs.

(h) Use of the neutral gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(i) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(j) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 24th day of April in the year 2018.

("ONB")

Old National Bank

By: _____

Name: Jeff Sims

Title: Commercial Relationship Manager

ONB Notice Address:

Old National Bank
One Main Street
Evansville, Indiana 47708
Attn: Corporate Lending

("Government")

Warrick County, Indiana

By: Dan Saylor 4-23-18

Name: Dan Saylor

Title: Board of Commissioners President

Government Notice Address:

Warrick County, Indiana
107 W Locust St, Suite 301
Boonville, IN 47601
Attn: Dan Saylor

The Old National Tractor/Mower Loan is located on File in its entirety in the Auditor's Office.

HARRIS
LOCAL GOVERNMENT

Warrick County Auditor
1 County Square
Suite 240
Boonville, IN 47601

January 17, 2018

Attention: Doug Duncan

Please find below the price estimation you requested, which is based on the current understanding of the requirements provided by your organization. The size and scope of the requested customization effort is based on the aforementioned requirements and should the scope increase during the discovery and/or finalization phases of the customization effort, you will be asked to review and approve new requirements and a quote prior to the initiation of the actual programming work.

Contract Number: HLG-WAR-18025
Product Line: OpenWindow
Product: All Open Window
Call #: 512352

Description of Work: Move OWF & Database to new server. $500.00
Cost: $500.00

Total Cost: $500.00

The acceptance of this quote authorizes Harris to proceed with the discovery phase and finalization of requirements. Once received, we will confirm receipt and provide you with an estimated date of completion of requirements. The estimated delivery date will be determined upon completion and acceptance of final requirements.

This pricing estimation is available for thirty (30) days from the date this document.

If you do not wish to proceed with this work, please advise us and we will update our records accordingly. If you have any questions or need further information, please feel free to contact the undersigned.

Yours truly,

Peggy F. Clark

For Ruth Niermeyer
Vice President, Client Support- Harris Computer Systems

A signature below will serve as authorization to proceed with this quotation.
*Please sign and return this by fax to: 716-297-4499.

Dan Saylor — Print Name
Dan Saylor — Signature
4-23-2018 — Date

The signing of this estimation is an agreement and commitment to pay for custom service as outlined in client approved requirements. Should there be a conflict in the delivery vs. what was requested – the approved requirements will be the prevailing document used for resolution.

Revision: 01/08/2018

Warrick County Claims for Payment

PC Quest (Health Department)		$ 200.00
	Grand Total:	$ 200.00

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

Warrick County Claims for Payment

ADVANCED SYSTEMS TECHNOLOGY	$	170.00
AIGNER HARDWARE	$	843.64
AIRGAS USA, LLC	$	724.04
ALEXANDER NEWBURGH CHAPEL	$	100.00
ALTSTADT'S	$	101.20
AUTO WHEEL AND RIM SERVICE	$	62.48
B-HIVE PRINTING	$	59.85
BEST ONE TIRE & SERVICE	$	152.25
BEST ONE TIRE & SERVICE	$	1,830.12
BUMPER TO BUMPER / BTB CHANDLER	$	11.16
CAREY GROUP PUBLISHING	$	820.00
CDW GOVERNMENT, INC.	$	46.87
CHIEF SUPPLY CORP	$	173.35
CORPORATE DESIGN, INC.	$	2,247.00
CRS ONE SOURCE(DIAFDS)	$	1,754.42
CULLIGAN OF EVANSVILLE	$	438.75
ELITE K-9 INC	$	12.65
ERB EQUIPMENT COMPANY	$	910.40
EVIDENT, INC.	$	161.30
FARM BOY FOOD SERVICE	$	2,781.88
FERGUSON ENTERPRISES INC #1480	$	29.81
GEM CHEMICAL COMPANY, INC.	$	939.87
GENERAL RUBBER AND PLASTIC INC	$	236.75
GRAINGER	$	99.55
HALL SIGNS,INC.	$	942.35
HERR'S BODY SHOP	$	81.50
INTERSTATE BATTERIES OF WABASH VALLEY	$	278.00
J & J SUPPLY, INC.	$	5,227.25
J.E. SHEKELL, INC.	$	340.00
KENWAY DISTRIBUTORS INC	$	381.86
LAW CHEVROLET BUICK PONTIAC	$	1,640.32
LEWIS BROS BAKERIES, INC	$	107.90
MODERN MARKETING INC	$	420.48
O'REILLY AUTO PARTS	$	169.06
OFFICE DEPOT, INCORPORATED	$	944.03
PUBLIC AGENCY TRAINING COUNCIL	$	650.00
QUILL CORPORATION	$	585.39
SIEGELS	$	551.00
SOUTHEASTERN EQUIPMENT CO.,INC	$	654.31

SOUTHERN IN IMAGING CONSULTING	$	89.56
ST. VINCENT OCCUPATIONAL	$	120.00
STERNBERG INTERNATIONAL INC	$	729.89
SUPERIOR AG RESOURCES	$	2,817.30
TOTAL COURT SERVICES	$	131.75
TRI STATE REPAIR SERVICE INC.	$	84.00
TRI-STATE BEARING CO.INC.	$	429.04
TRI-STATE SYSTEMS INC	$	692.15
WABASH FOODSERVICE	$	4,028.35
WARRICK AUTOMOTIVE SUPPLY	$	302.21
WARRICK COUNTY TREASURER	$	104.72
WARRICK PUBLISHING CO	$	30.00
ADVANCED DOCUMENT SOLUTIONS	$	33.35
ALPHA LASER SERVICES	$	695.47
AMBROSE, CAROLYN	$	58.99
BOONVILLE NATURAL GAS CORP.	$	233.71
BOONVILLE UTILITIES	$	83.60
BRETT M ROY	$	900.00
CAROL RUFF	$	135.34
FIRST BANKCARD	$	1,072.98
KELLER SHROEDER	$	9,152.00
LAW ENFORCEMENT TRAINING BOARD	$	50.00
LAW OFFICE OF JONATHAN M YOUNG	$	367.50
MELODY NELSON	$	66.00
OFFICE DEPOT, INCORPORATED	$	58.46
REISING, CONNOR	$	384.62
STAPLES CREDIT PLAN	$	25.27
THOMSON REUTERS	$	977.06
TRI-STATE REPORTING, INC.	$	279.50
U.S. BANK	$	70.08
UNIFIRST CORPORATION	$	109.56
WABASH VALLEY SERVICE CO	$	2,799.54
WARRICK CO CHAMBER OF COMMERCE	$	250.00
WILLIAMS, BETH	$	94.97
WORD SYSTEMS INC.	$	3,972.99
CLERK-TREASURER--BOONVILLE	$	147,619.17
CLERK-TREASURER--CHANDLER	$	22,864.25
CLERK-TREASURER--ELBERFELD	$	4,913.92
CLERK-TREASURER--LYNNVILLE	$	3,920.50
CLERK-TREASURER--NEWBURGH	$	34,280.75
CLERK-TREASURER--TENNYSON	$	1,400.33
VECTREN ENERGY DELIVERY	$	168.16

WARRICK COUNTY TREASURER	$	607,062.91
Grand Total:	$	881,849.64

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, April 23rd, 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: $881,849.64 Dated this 23rd day of April, 2018. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Martin Weisheit, Member

Debbie Stevens, Auditor

State Form 54100 (8-10)
Prescribed by State Board of Accounts

City and Town Form Number 225
County Form Number 16

Warrick COUNTY, INDIANA

(City or Town) OF (Name of Unit)
(City and Town Form 225 Only)

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
(IC 8-17-4.1)

FOR THE YEAR ENDED
DECEMBER 31, 20__ 17

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION I - FINANCIAL STATEMENT
Part of State Form 54400 (R-10)

	Motor Vehicle Highway	Local Road & Street	Cumulative Bridge	Other Funds	Total All Funds
Cash - January 1	$ 1547876.55	$ 987073.27	$ 295130.61	$ 4020038.00	$ 7850617.33
Operating Receipts[1]:					
Taxes		$1,045,962.87	$266,622.65	$5,513,738.99	$6,826,324.31
Intergovernmental	$3,412,749.81	$770,973.34			$4,183,723.15
Charges for Services					
Other	$42,277.56	$44,393.11		$243,546.68	$330,217.35
Total Operating Receipts	$3,455,027.37	$1,861,329.12	$266,622.65	$5,757,285.67	$11,340,264.81
Bond Proceeds					
Interfund Loan Proceeds					
Investments Matured or Sold					
Other:					
Total Receipts	$3,455,027.37	$1,861,329.12	$266,622.65	$5,757,285.67	$11,340,264.81
Operating Disbursements[2]:					
Administration	$205,001.00		$40,021.00		$314,822.00
Maintenance and Repair	$90,800.75		$78,203.11		$128,803.80
Construction and Reconstruction	$1,186,254.67	$1,434,954.45		$3,513,561.21	$6,134,800.33
General Unallocated	$1,227,928.00		$80,365.00		$1,209,864.00
Debt Service					
Total Operating Disbursements	$2,729,985.50	$1,434,954.45	$103,040.10	$3,513,561.21	$7,872,171.26
Interfund Loan Payments					
Interfund Loans Made					
Investments Purchased					
Other:					
Total Disbursements	$2,729,985.50	$1,434,954.45	$103,040.10	$3,513,561.21	$7,872,171.26
Excess Over (Under) Total Disbursements	$725,041.87	$426,374.67	$72,082.55	$2,243,724.46	$3,468,093.55
Cash - December 31	$ 2272717.42	$ 1413447.94	$ 368113.00	$ 6004332.46	$ 10058610.88
Investments - December 31					
Cash and Investments - December 31	$ $2,272,717.42	$ $1,413,447.94	$ $368,113.00	$ $6,004,332.46	$ $10,058,610.88
Tax Rate Per Hundred *(Counties Only)*			$		

Note: [1]Operating Receipts from Section Ia
[2]Operating Disbursements from Section IIa

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION Ia - DETAIL OF OPERATING RECEIPTS FOR COMMON FUNDS
Part of State Form 54400 (R-10)

	Motor Vehicle Highway	Local Road & Street	Cumulative Bridge	Total of All Other Funds[1]	Total All Funds
Operating Receipts:					
Taxes, list source(s)					
Wheel Tax		$87,895.47			$87,895.47
Surtax		$978,067.20			$978,067.20
Property Tax			$238,649.49	$579,056.63	$817,706.12
Financial Institution Tax			$613.73	$1,489.44	$2,103.17
Commercial Vehicle Excise Tax			$765.54	$1,857.84	$2,623.38
Edit Tax				$4,866,798.24	$4,866,798.24
License Excise Tax			$26,593.89	$64,538.84	$91,132.73
Total Taxes[2]		$1,045,962.87	$266,622.65	$5,513,738.99	$6,826,324.31
Distribution from State Auditors Office Intergovernmental, list source(s)					
Motor Vehicle Highway Distribution	$3,412,749.81				$3,412,749.81
Major Moves Distribution					
Local Road and Street		$770,973.34			$770,973.34
Total Intergovernmental[2]	$3,412,749.81	$770,973.34			$4,183,723.15
Charges for Services, list service(s)					
Total Charges for Services[2]					
Other, list sources(s)					
Salt Money					
Highway Engineers Salary	$40,000.00				$40,000.00
Revenue	$2,277.56	$44,393.11			$46,670.67
Reimbursement Revenue					
Donations				$149,969.80	$149,969.80
State Reimbursements				$93,576.88	$93,576.88
Total Other[2]	$42,277.56	$44,393.11		$243,546.68	$330,217.35
Total Operating Receipts	$3,455,027.37	$1,861,329.12	$266,622.65	$5,757,285.67	$11,340,264.81

Note: [1]From Section Ib
[2]Totals to Section I

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION Ib - DETAIL OF OPERATING RECEIPTS FOR OTHER FUNDS
Part of State Form 54400 (R-10)

Other Funds	Cum Cap Dev	Edit Const	Edit Bonds	Highway Donations	Total of All Other Funds[1]
Operating Receipts:					
Taxes, list source(s)					
Property tax	$579,056.63				$579,056.63
Financial Institution Tax	$1,489.44				$1,489.44
License Excise	$64,538.84				$64,538.84
Commercial Vehicle Excise	$1,857.84				$1,857.84
Edit Tax		$4,866,798.24			$4,866,798.24
Total Taxes	$646,942.75	$4,866,798.24			$5,513,738.99
Distribution from State Auditors Office Intergovernmental, list source(s)					
Total Intergovernmental					
Charges for Services, list service(s)					
Total Charges for Services					
Other, list sources(s)					
Reimbursement		$93,576.88			$93,576.88
Revenue					
Interest					
Donations		$100,000.00		$49,969.80	$149,969.80
Total Other		$193,576.88		$49,969.80	$243,546.68
Total Operating Receipts	$646,942.75	$5,060,375.12		$49,969.80	$5,757,285.67

Note: [1] Totals to Section Ia; Total of All Other Funds column

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION IIa - DETAIL OF OPERATING DISBURSEMENTS OF COMMON FUNDS
Part of State Form 54400 (8-10)

	Motor Vehicle Highway	Local Road & Street	Cumulative Bridge	Total of All Other Funds[1]	Total All Funds
Administration:					
Personal Services	$260,675.05		$49,021.00		$309,696.05
Supplies	$1,464.85				$1,464.85
Other Services and Charges	$3,462.09				$3,462.09
Capital Outlay					
Total Administration[2]	$265,601.99		$49,021.00		$314,622.99
Maintenance and Repair:					
Personal Services	$37,980.00		$78,243.11		$116,223.11
Supplies	$12,640.75				$12,640.75
Other Services and Charges					
Capital Outlay					
Total Maintenance and Repair[2]	$50,620.75		$78,243.11		$128,863.86
Construction and Reconstruction:					
Personal Services	$938,956.81				$938,956.81
Supplies	$247,297.86	$1,200,780.78		$3,613,591.21	$5,061,670.85
Other Services and Charges					
Capital Outlay		$234,167.67			$234,167.67
Total Construction and Reconstruction[2]	$1,186,254.67	$1,434,954.45		$3,613,591.21	$6,234,800.33
General and Undistributed:					
Personal Services	$1,186,007.40		$68,355.99		$1,254,363.39
Supplies					
Other Services and Charges					
Capital Outlay	$39,520.69				$39,520.69
Total General and Undistributed[2]	$1,227,528.09		$68,355.99		$1,293,884.08
Debt Service:					
Payments of Principal and Interest[2]					
Total Operating Disbursements	$2,729,985.50	$1,434,954.45	$193,640.10	$3,613,591.21	$7,972,171.26

Note: [1]From Section IIb
[2]Totals to Section I

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION IIb - DETAIL OF OPERATING DISBURSEMENTS FOR OTHER FUNDS
Part of State Form 54400 (8-10)

Other Funds	Edli	Highway Donation	CCD		Total of All Other Funds[1]
Administration:					
Personal Services					
Supplies					
Other Services and Charges					
Capital Outlay					
Total Administration					
Maintenance and Repair:					
Personal Services					
Supplies					
Other Services and Charges					
Capital Outlay					
Total Maintenance and Repair					
Construction and Reconstruction:					
Personal Services					
Supplies	2766980	$19,823.76	727771		$3,613,591.21
Other Services and Charges					
Capital Outlay					
Total Construction and Reconstruction	$2,765,998.32	$19,823.76	$727,771.14		$3,613,591.21
General and Undistributed:					
Personal Services					
Supplies					
Other Services and Charges					
Capital Outlay					
Total General and Undistributed					
Debt Service:					
Payments of Principal and Interest					
Total Operating Disbursements	$2,765,998.32	$19,823.76	$727,771.14		$3,613,591.21

Note: [1] Totals to Section IIa: Total of All Other Funds column

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION IIIa - CONSTRUCTION AND RECONSTRUCTION
Part of State Form 54400 (8-10)

NOTE: These are the same funds reported in Section II, with additional information on individual projects.

MOTOR VEHICLE HIGHWAY FUND

ROAD/STREET PROJECTS Location of Project			Area		Type of Work						Project Cost (*Provide this information only if known*)				
Road/Street	From Road/Street	To Road/Steet	Length (mi)	Width (ft)	New Construction	Rehabilitation	Resurfacing	Surface Treatment	Traffic/Safety	Federal Aid Used	Contract Total	LPA Materials	LPA Labor	LPA Equipment	Total Cost
Stone												$150,899			$150,899
Bituminous												$96,399			$96,399
TOTAL MVH FUNDS FOR ROAD/STREET CONSTRUCTION AND RECONSTRUCTION														$	$247,298

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION IIIb - CONSTRUCTION AND RECONSTRUCTION
Part of State Form 54400 (8-10)

NOTE: These are the same funds reported in Section II, with additional information on individual projects.

LOCAL ROADS AND STREET FUND

ROAD/STREET PROJECTS Location of Project			Area		Type of Work						Project Cost *(Provide this information only if known)*				
Road/Street	From Road/Street	To Road/Steet	Length (mi)	Width (ft)	New Construction	Rehabilitation	Resurfacing	Surface Treatment	Traffic/Safety	Federal Aid Used	Contract Total	LPA Materials	LPA Labor	LPA Equipment	Total Cost
Stone												$310,740			$310,740
Bitum												$277,465			$277,465
Materials												$146,976			$146,976
TOTAL LRS FUNDS FOR ROAD/STREET CONSTRUCTION AND RECONSTRUCTION														$	$735,181

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION IIIc - CONSTRUCTION AND RECONSTRUCTION
Part of State Form 54400 (8-10)

NOTE: These are the same funds reported in Section II, with additional information on individual projects.

MOTOR VEHICLE HIGHWAY FUND

BRIDGE PROJECTS Location of Project			Area		Type of Work				Project Cost *(Provide this information only if known)*				
Bridge Number	County Road	Feature	Length (ft)	Width (ft)	New / Replacement	Rehabilitation	Maintenance	Federal Aid Used	Contract Total	LPA Materials	LPA Labor	LPA Equipment	Total Cost
TOTAL MVH FUNDS FOR BRIDGE CONSTRUCTION AND RECONSTRUCTION												$	

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION IIId - CONSTRUCTION AND RECONSTRUCTION
Part of State Form 54400 (8-10)

NOTE: These are the same funds reported in Section II, with additional information on individual projects.

LOCAL ROADS AND STREET FUND

BRIDGE PROJECTS Location of Project			Area		Type of Work				Project Cost *(Provide this information only if known)*				
Bridge Number	County Road	Feature	Length (ft)	Width (ft)	New / Replacement	Rehabilitation	Maintenance	Federal Aid Used	Contract Total	LPA Materials	LPA Labor	LPA Equipment	Total Cost
TOTAL LRS FUNDS FOR BRIDGE CONSTRUCTION AND RECONSTRUCTION												$	

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION IIIe - CONSTRUCTION AND RECONSTRUCTION
Part of State Form 54400 (8-10)

NOTE: These are the same funds reported in Section II, with additional information on individual projects.

CUMULATIVE BRIDGE FUND

BRIDGE PROJECTS Location of Project			Area		Type of Work				Project Cost *(Provide this information only if known)*				
Bridge Number	County Road	Feature	Length (ft)	Width (ft)	New / Replacement	Rehabilitation	Maintenance	Federal Aid Used	Contract Total	LPA Materials	LPA Labor	LPA Equipment	Total Cost
TOTAL CUMULATIVE BRIDGE FUNDS FOR BRIDGE CONSTRUCTION AND RECONSTRUCTION												$	

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION IIIf - CONSTRUCTION AND RECONSTRUCTION
Part of State Form 54400 (8-10)

NOTE: These are the same funds reported in Section II, with additional information on individual projects.

ATED FUNDS FOR BRIDGE WORK _____ Cum Cap

BRIDGE PROJECTS Location of Project			Area		Type of Work				Project Cost *(Provide this information only if known)*				
Bridge Number	County Road	Feature	Length (ft)	Width (ft)	New / Replacement	Rehabilitation	Maintenance	Federal Aid Used	Contract Total	LPA Materials	LPA Labor	LPA Equipment	Total Cost
br 372	vann					x			$727,771				$727,771
Cum Cap _____ FUNDS FOR BRIDGE CONSTRUCTION AND RECONSTRUCTION												$	$727,771

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION IIIg - CONSTRUCTION AND RECONSTRUCTION
Part of State Form 54400 (8-10)

NOTE: These are the same funds reported in Section II, with additional information on individual projects.

IGNATED FUNDS FOR ROAD / STREET WORK _____ edit

ROAD/STREET PROJECTS Location of Project			Area		Type of Work						Project Cost *(Provide this information only if known)*				
Road/Street	From Road/Street	To Road/Steet	Length (mi)	Width (ft)	New Construction	Rehabilitation	Resurfacing	Surface Treatment	Traffic/Safety	Federal Aid Used	Contract Total	LPA Materials	LPA Labor	LPA Equipment	Total Cost
Attached Paving List															
Federal Aid Road Projects															
Lincoln Avenue															
Oak Grove Rd															
Fed Aid Bridge Projects															
Bridge Inspection															
TOTAL _____ FUNDS FOR ROAD/STREET CONSTRUCTION AND RECONSTRUCTION														$	

WCHD
2017 Paving Projects

Fund	ROAD TYPE	DISTRICT	ROAD NAME	FROM	TO	ROAD LENGTH	PAVEMENT TREATMENT	TYPE OF STRIPE	TREATMENT COST EST	STRIPE COST EST	OTHER WORK COST EST	TOTAL ESTIMATED COST
LRS/MVH		1	Vann Park Softball Parking			0.077	Double C/S		55,000.00			55,000.00
EDIT		1	Anderson	Sharon	Fenstel	3.551	Resurface	cl&sealp	59,200.00	2,150.00		61,350.00
EDIT		1	Anderson	Vann	Lincoln	2.682	Skip Pave	CL	43,500.00	1,500.00		45,000.00
EDIT		1	Anderson	Lincoln	Sharon	4.293	Resurface	cl&sealp	77,800.00	2,500.00		80,300.00
EDIT		1	Willow Lake	Burt Tree	Woodbridge Trail	1.515	Resurface	na	35,500.00			35,500.00
EDIT		1	Waters Ridge	Woodbridge	Dead End	1.893	Resurface	na	40,850.00			40,850.00
EDIT		1	Glen Lake	Lakes Edge	Waters Ridge	.434	Resurface	na	10,850.00			10,850.00
EDIT		1	Beacon Pointe	Willow Lake	Waters Ridge	.319	Resurface	na	7,650.00			7,650.00
EDIT		1	Bridgewood	Lynn	North Street	.600	Resurface	na	14,500.00			14,500.00
EDIT		1	Dale Dr	Briarwood	Dead End	.207	Resurface	na	5,400.00			5,400.00
EDIT		1	Woodland	Visions Ct	East	2.286	Resurface	na	118,000.00			118,000.00
EDIT		1	Fuquay	Jenner	Gardner	4.324	Resurface	cl&sealp	61,600.00	2,500.00		64,100.00
EDIT		1	Fuquay	Jenner	SR 261	7.445	Resurface	cl&sealp	122,300.00	4,000.00		126,300.00
EDIT		1	Lynn	Lincoln	Sharon	5.153	Resurface	cl&sealp	116,000.00	3,100.00		119,100.00
EDIT		1	Vann Road	Bell	Lisbon	2.618	Resurface	cl&sealp	30,100.00	1,000.00		31,100.00
EDIT		1	Crestwood	Bruceview	Dead End	.245	Resurface	na	14,400.00			14,400.00
EDIT		1	Oak Grove	SR 261	Anderson	2.377	Skip Pave	cl&sealp	35,700.00	1,450.00		37,150.00
EDIT		1	Hite Road Access	Hite Rd	SR 65	.450	Resurface	na	9,200.00			9,200.00
EDIT		1	Hite Road	Yankeetown	Dead End	3.601	Resurface	na	69,400.00			69,400.00
EDIT		2	Country Road	SR 61	Dead End	1.785	Resurface	na	43,300.00			43,300.00
EDIT		2	Schultz	Seven Hills	Gilroy Hill	5.295	Resurface	na	74,300.00			75,355.00
EDIT		2	Blue Bell	Town Limits	County Line	5.742	Resurface	cl	102,050.00	1,750.00		103,800.00
EDIT		2	Seven Hills	Sweet	Schultz	1.300	Resurface	na	25,000.00			25,000.00
EDIT		2	Meadowlark Hills			1.075	Resurface	na	28,900.00			28,900.00
EDIT		2	Maple Grove	Pelzer	Scottville Limits	3.350	Skip Pave	cl	83,850.00	1,600.00		85,450.00
EDIT		2	Scales Lake	Copley		1.791	Resurface		24,400.00			24,400.00
EDIT		3	Duffy	Bauer	Two Story	6.634	Resurface		98,000.00			98,000.00
EDIT		2	Fetter Sub			5.271	Resurface	na	107,000.00			107,000.00
LRS/MVH		2	Gerrish	Pelzer	Buckskin	7.300	Double C/S		86,100.00			86,100.00
LRS/MVH		2	Geiger	Rockport	Two Story	7.100	Double C/S		74,800.00			74,800.00
LRS/MVH		2	Meiner	Weyerbacher	West	3.900	Double C/S		41,200.00			41,200.00
LRS/MVH		2	Indenladen	Heilman	New Harmony	9.500	Double C/S		112,325.00			112,325.00
LRS/MVH		2	Noble Chapel	North Road	Sparrow	4.000	Double C/S		42,100.00			42,100.00
LRS/MVH		2	Deer Run Ct	Baker	Dead End	.900	Single C/S		2,300.00			2,300.00
LRS/MVH		3	Tayloville Road	McCleary	Jeremy	12.350	Double C/S		108,500.00			108,500.00
LRS/MVH		3	Newhall Road	SR 161	East	6.050	Double C/S		48,250.00			49,220.00
LRS/MVH		3	Phillips Road	Skelton	Eames Station	8.573	Double C/S		64,600.00			64,600.00
LRS/MVH		3	Hadley	SR 161	West	5.150	Double C/S		45,300.00			45,300.00
LRS/MVH		3	Simpson	Hadley	Byers	5.600	Double C/S		43,300.00			43,300.00
LRS/MVH		3	Byers	SR161	Simpson	3.100	Double C/S		29,600.00			29,600.00
LRS/MVH		3	Stone	SR161	Tulley	7.545	Double C/S		58,700.00			58,700.00
EDIT		3	Dutter	Bourgeon	Gore	2.414	Resurface	cl	36,000.00	750.00		36,750.00
EDIT		3	Petersburg	Coerner	Somerville	8.756	Resurface	cl	143,000.00	2,000.00		145,000.00
EDIT		3	Smith Road	Tennyson	Stetson	8.770	Resurface	cl	123,500.00	2,000.00		125,500.00
EDIT		3	Beasley	Dale Rd	SR68	10.210	Resurface	cl	144,000.00	2,300.00		146,300.00
EDIT		3	Dale Road	Yankeetown Trail	1150' east	1.150	Skip Pave	cl	13,100.00	500.00		13,600.00
EDIT		3	Tennyson Road	Town Limits	Petunia & Begonia	3.994	Skip Pave	cl	48,000.00	1,500.00		49,500.00
EDIT		3	Lincoln Trail	SR 161	East to End #35A	4.195	Skip Pave	cl	52,200.00	1,250.00		53,450.00
EDIT		3	Ashley Road	Ashley Lane	Sarron Park	4.205	Resurface		59,500.00			59,500.00
												0.00
												0.00
				Miles		48.04						
							Road Striping			80,000.00		80,000.00
			Budget	$2.8 million	EDIT			TOTAL $$ PHASE	$2,868,350.00	$117,450.00	$0.00	$2,985,800.00
					$500,000	LRS/MVH						

2017Paving ListPhase 1

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION IV - CLASSIFICATION OF HIGHWAY OR STREET EMPLOYEES
Part of State Form 54400 (8-10)

Work Classification	Number of Employees	
	Full Time	Part Time
Highway Director	1	
Supervisor(s)		
Assistant Supervisor(s)	1	
Engineer(s)	1	
Assistant Engineer(s)	1	
Clerical Assistant(s)	2	
Foremen	4	
Truck Drivers	12	
Equipment Operators	10	
Garage Mechanics	4	
Laborer(s)	9	
List others:		
Total	45	

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION V - EQUIPMENT INVENTORY
Part of State Form 54400 (8-10)

Unit No	Make	Model	Description	Year of Manufacture	Year of Purchase	Actual Cost[1] (w/o trade)
			See Attached			

(1) - It is recommended that only equipment exceeding the LPA's Capitalization threshold be included in this report.

CAPITAL ASSETS LEDGER

2015 Assets

Page 1 FUND Highway/Cum Bridge

Form Prescribed by State Board of Accounts County form No. 146 (REV 2003)

	Date of Purchase	Description Include Name of Department or Office if General Fund	Serial/ Identification Number	Location of Asset	Original Cost of Asset	Estimated Life of Asset	Date of Disposal of Asset	Amount Received on Disposal or Trade In
1	1982	Caterpillar 950 Wheel Loader	31R00476	Dist 3 #80	30,000.00			
2	1979	1974 Bros LSPRM-8A Reclaimer	4158-11	Stats LOT #92	42,000.00			
3	1987	Hobart Mega Arc Welder	1FF2316005A	on 406	4,890.00			
4	1990	Koehler, magnum 14p Floor saw	1C1013		1,700.00			
5	1993	Brush Bandit Chipper 256	6137	STATE LOT #96	19,660.00			
6	1993	Dayton 200000	00350188	Shop	954.78			
7	1993	Dayton 200000 BTU Heater	00058943	Shop	954.78			
8	1993	Dayton 200000 BTU Heater		Shop	954.78			
9	1993	Dayton 200000 BTU Heater		Shop	954.78			
10	1994	Shop Press RAmco 50 Ton	15182250	shop	3,280.00			
11	1994	Mobile Crane Hoist Ramco 5000	19694	Shop	2,460.00			
13	2/95	1995 Chevy One Ton Bucket Truck	1GBJC34K7SE105394	Mechanics #408A	28,721.00			
14	2/95	1995 John Deere 310 4X4 Backhoe Loader	T031VDG79347	Yard #80	47,000.00			
15	7/95	1995 John Deere 770 BH Road Maintainer	DW770BH539733	#131	117,000.00			
16	10/94	2500 GAL. DIESEL FUEL TANK	14510218		2,047.00			
17	12/95	1995 International 4700 4X2 Dump Truck	1HTSCAAR5TH264214	#154	51,175.00			
18	12/95	1995 International 4700 4X2 Dump Truck	1HTSCAAR9TH264216	#254	51,175.00			
19	12/95	1995 International 4700 4X2 Dump Truck	1HTSCAAR7TH264215	#354	51,175.00			
20	1995	1993 Grimmer Schmidt 175 Tow Behind	8178	#403	800.00			
21	1982	Onan K3500 Generator	585048	#762	1,263.00			
22	1996	Kranzel Steam Power Washer	MM48312124	#773	3,853.00			
23	12/16/1998	Jeicho 20CH Equipment Trailer Tri-Axel	3BXVC2039VB507009	#533	1,453.00			
24	4/2/1999	1999 Chevrolet 3500 Crew Cab Dump Tr	1GCHC33R3XF081933	#404	28,044.25			
25	4/5/1999	1999 Gradall G3WD Excavator	138375	#122	193,963.97			
26	9/27/1999	Used Honda WT30 X 3 " Trash Pump	GC04-3566830		1,247.05			
27	12/14/1999	Hi Way DBMT-503-13 Sand/Salt Spreader	112430	#358S extra state lot	5,350.00			
28	10/26/2011	Supreme Corp 14' Used Van Body	VA14084096503022 93	#70A	3,500.00			
29	7/14/2000	Cimline 1225D-H Crack Sealer	00-350-222	#776	24,936.00			
30	8/8/2002	2002 Dodge Ram 3500 Mechanics Truck	3B6MC36692M210953	#02-006	30,225.00			
31	5/28/2002	2002 Ingersoll Rand DD-70 Roller Comps	170227	#02-005	66,542.00			
32	2002	Bomag W900 Roller Compactor	13583101236	#02-003	12,365.00			
33	2002	2002 Etnyre 2WD Chip Spreader	K5927	#02-004	147,920.00			
34	2001	2002 Sterling LT 7500 Tandem Dump Tr	2FZHATAK92AJ86486	#258	74,900.00	Disposal 9/13/16		
35	2001	2002 Sterling LT 7500 Tandem Dump Tr	2FZHATAK72AJ86485	#156	74,900.00			
36	2001	2002 Sterling LT 7500 Tandem Dump Tr	2FZHATAK02AJ86487	#359	74,900.00	Disposal 9/13/16		
				Page Total	1,204,200.43			

CAPITAL ASSETS LEDGER

2015 Assets

Page 2 FUND Highway

Form Prescribed by State Board of Accounts County form No. 146 (REV 2003)

	Date of Purchase	Description Include Name of Department or Office if General Fund	Serial/ Identification Number	Location of Asset	Original Cost of Asset	Estimated Life of Asset	Date of Disposal of Asset	Amount Received on Disposal or Trade In
1	2012	from sheriff Tandem Equip Trailer ASU	MVIN340129IND					
4	1989	1989 Swenson Road Maintainors (2)			8,600.00			
5	6/22/2011	Landpride SC2872 Rotary Mower	689253		5,237.00			
6	3/18/2014	2013 Felling 50T(25ton)Gasle III trailer	5FTFA303CD1042010		39,900.00			
10	2006	2006 Robin Air 347002 A/C Refrigent Machine	172387	Shop	3,934.01			
14		2006 Ford F-250	1FTNF21538EE12471	#390	12,471.00			
15		2007 Gradall Excavator XL 3700 111	3140002237	#321A	239,890.00			
16		2007 Total Patcher T7500	1W8BP14267P450066	#775A	54,500.00			
17		1996 Ford F-150 Pick-up 4X4 Parts Truck	1FTEF14N4YLA67546	#22	18,197.00			
18	3/1/2006	2006 Ford E-150 Van Weights & Measures	1FTRE14W06HB39611	#12	14,696.00			
19	6/1/2011	Cronkhite 34008A Trailer	4733724278100000220		4,876.00			
20	3/1/2006	2006 Ford F350 Sign Dept Bucket Truck	1FDWF36O36EB62420	#60A	52,504.00			
21		2001 International 4700 Distributor Truck	1HTSCAAN0YH311020	#74	95,216.00			
22		2005 New Holland TS115A Tractor w/Alamo M	ACP245204	#84	68,900.00			
23		2004 Massey Ferguson 5460 Tractor w/Land Pri	N118012	#85	33,571.00			
24		2005 Massey Ferguson 5460 Tractor w/Land Pri	P080011	#86	41,071.00			
25		2005 Massey Ferguson 5460 Tractor w/Land Pri	P258005	#87	41,071.00			
26	6/28/1905	1999 John Deer 544-H Wheel Loader	544-0X572229	#97 dist. 1	45,000.00			
27		JRB Broom Attachment for Unit #94	295-12370A	#99				
28		2006 Sterling LT 7500 Tandem Dump Truck	2FZHATDC56AX17046	#157	95,741.00			
29	4/1/2006	2006 Sterling LT 7500 Tandem Dump Truck	2FZHATDC16AX17044	#257	95,741.00			
31		2006 Sterling LT 7500 Tandem Dump Truck	2FZHATDC36AX17045	#357	95,741.00			
32		2001 Ford F350 Crew Cab Pickup	1FTFW31F51FD33368	#409	30,139.45			
33		2001 Target Pro 3511 Concrete Saw	333542	#410				
34		2006 Komatsu PC 160 LC Excavator w/Thumb	11068	#412	109,793.00			
35		1978 Belshe Equipment Trailer	7221	#532 water				
36		2004 Cyclone 3500 Concret Breaking Hammer	4050045	#781	7,950.00			
37		2003 Porter Cable BS1525W Generator	231204008	#1024				
39		10' Snow Plow		#158P				
40	2006	2006 Monroe MU-156 Sand/Salt Spreader	6 11 8251	#158S	13,258.00			
41	20037	Fink 12 8.1cu yd Sand/Salt Spreader	8377	#156S				
42		Fink 11PA38A 11" Snow Plow	611	#156P				
43		2006 Henderson 11X42X15 11" Snow Plow	RSP-03797	#157P				
44		2006 Henderson WSH X14X50 Sand/Salt Spr	WSH-24678	#157S		Disposal 9/13/16		
45		11' Snow Plow		#258P				
46	2006	2006 Monroe MU-156 Sand/Salt Spreader	6 11 8252	#258S	13,258.00			
47		Fink 10PA38A 10"Snow Plow	1655	#254P				
48		12' Snow Plow Monroe		#258P				
49		2006 Henderson 11X42X15 11" Snow Plow	RSP-03798	#257P				
50		2006 Henderson WSH X14X50 Sand/Salt Spr	WSH-24677	#257S		Disposa 9/136/16		
51		10' Snow Plow		#354P				
52	2011	Husqvarnar 350XP Chain Saw	965 08 07 06		920.00			
				Page Total	1,232,374.46			

CAPITAL ASSETS LEDGER

2016 Assets

Page 3 FUND Highway

Form Prescribed by State Board of Accounts County form No. 146 (REV 2003)

	Date of Purchase	Description Include Name of Department or Office if General Fund	Serial/ Identification Number	Location of Asset	Original Cost of Asset	Estimated Life of Asset	Date of Disposal of Asset	Amount Received on Disposal or Trade In
1		2006 Henderson 11X42X15 11" Snow Plow	RSP-03798	#357P				
2		2006 Henderson WSH X14X50 Sand/Salt Spreader	WSH-24678	#357S		Disposal 9/13/16		
3		2003 Alamo Boom for unit #84	2276	#84B				
4		2003 Alamo Mower Deck for unit #84	2063	#84M				
5	6/1/2009	2008 John Deere Skid Steer Loader	T0322T 8168933	#325A	32,490.00			
6	2/1/2009	Monroe Sand/Salt Spreader	9417112	#256S	13,700.00			
7	9/1/2009	Monroe Snow Plow	090181	#356PA	6,925.00			
8	2/1/2009	Monroe Sand/Salt Spreader	9897469	#256S	13,700.00			
9	8/1/2009	Monroe Sand/Salt Spreader	9897468	#254S	10,250.00			
10	5/1/2009	2009 Gradall Excavator XL3100 II	3140000283	#122A	282,000.00			
11	4/1/2009	2009 International 4300 Fuel Truck	1HTMMAAL5-H136517	#70A	22,000.00			
12	3/1/2009	Safety Kleen Parts Washer	8036094		916.00			
13	6/1/2009	Cal/Honda Power Washer	40700858		1,710.00			
14	7/1/1905	2009 Monroe Snow Plow 10	09-12-2452	#154PA	6,391.00			
15	7/1/1905	2009 Monroe Snow Plow 11'	09-12-2415	#358PA	6,525.00			
16	7/1/1905	2004 Volvo Dump Truck	4V5KC9GF64N353640	#158	46,700.00	Disposal 8/12/16		
17	7/1/1905	2004 Volvo Dump Truck	4V5KC9GF34N369970	#258	46,700.00			
18	7/1/1905	2004 Volvo Dump Truck	4V5KC9GF74N369969	#358	46,700.00			
19	6/23/1905	Chevrolet Silverado Truck Ext Cab	2gcec19v021233096	Trans from Surv#413	18,530.78			
20	3/15/2010	2010 Ford F100 4X4 Ext Cab	1FTEX1E80AFB52960	#100	22,537.00			
21	2/24/2010	2010 Ford F150 4X4	1FTNF1EB1AKB97925	#2	18,355.00			
22	7/1/1905	2008 New Holland G-140 Grader	N8AF00367	#232A	136,775.00			
23	7/2/1905	Total Patcher T7500	1W9BP1427AP450065	#773B	59,078.00			
24	6/14/1905	1992 Hutco Tandem Trailer (carpenter)	4065T1629NSD33055		3,000.00			
25	7/3/1905	Monroe Sand/Salt Spreader	10 11 7358	#543A	11,465.00			
26	7/2/1905	1985 Hollingworth Generator	K212201					
27	8/2/2011	Ford F-150 4x4	1ftrf1em2bkd82373	203A	22,200.00			
28	5/16/2011	Ford F-350xl Crew	1ft8w3a3xbec70260	#104	22,839.00			
29	10/3/2011	Monroe Salt/Sand Spreader	11 C9 7602	#354SA	12,224.15			
30	6/10/2011	Radiodection RDT300DLITX3	10221/8938		3,622.00			
31	5/29/2012	Husqvarna K-760 14" Cut Off Saw	20112800338	Shop	875.00			
32	6/11/2013	2013 JD 624K LOADER w/3.5 cu yd bucket	1dw624kxjdc654435	#80	155,418.00			
33	8/2/2013	2013 Road Hog 6920TLTCATWK	1307313	#401	120,113.00			
34	5/27/2014	2014 Monroe 156-84-201ss Spreader	MCV-156-84-201ss	#356SA	13,427.00			
35	5/21/2014	2007 International 8600 used	1HSHWAHN57J483973	#405A	36,590.00			
36	7/29/2014	2014 Crysteel 10' SS Dump Body	3125911	on #405A	14,817.24			
37	5/26/2014	(4) 5000 gal Vertical Tanks		Brine and beet	14,200.00			
38	5/16/2014	1300 gal Free Standing Leg Tank		Brine pre treat	1,250.00			
39	5/22/2014	Brine System w/o Reservoir Salt Dog	PN 6150000		1,912.55			
40	10/1/2014	Mi-T-M 230v Pressure Washer (Hot)	12262888	Model HSE 3004-0M10	4,900.00			
41	9/13/2016	2017 International Workstar 7600	3HTGSSNT6HN753318		167,770.00			
42	9/13/2016	2017 International Workstar 7600	3HTESSNT4HN753317		167,770.00			
43	9/13/2016	2017 International Workstar 7600	3HTGSSNT2HN753315		167,770.00			
44	9/15/2016	(2) Ultra Storage Tanks - 1300 Gal Capacity $1350 each			2,700.00	40 years		
45	11/17/2016	2007 C&H 20' Equipment Trailer	5GPHC2029S122062	Storm Water Building	3,300.00	SWG	Transferred from Storm Water	
46								
				Page Total	1,804,957.73			
				Dept. Total	4,241,532.62			

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION VI - CHANGES TO CERTIFIED ROAD/STREET MILEAGE
Part of State Form 54400 (8-10)

Surface Type	Actual Mileage (Dec 31)	Change (from prior year)	Reason(s)
Portland Cement Concrete	58.63		
Hot or Cold Asphaltic Concrete	346.54	1.87	new street
Bituminous Surface Treated			
Brick and Masonry			
Gravel and Stone	383.09		
Unimproved			
Total Miles	**788.26**	**1.87**	

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS
SECTION VII - REPORT OF FEDERAL AID FUNDS RECEIVED
Part of State Form 54400 (8-10)

Instructions: *Separate each phase of the project on a separate line.*
PE should include all expenses paid to consultants for preliminary engineering, early coordination, soil and site investigations, historical and archeological documentation.

Project Description		Project Phase				Federal Aid Category						Total Amount				
Location	Des No	PE	RW	CO	CI	STP	STP-HES	STP-TEA	Bridge	Min Alloc	CMAQ	Paid to Consultants	Reimbursed by INDOT	Local Match Paid to INDOT	Fed Share Paid by INDOT	Final Settlement
Lincoln Ave						x										
				x	x	x						$123,713				
						x										
Oak Grove Road						x										
			x			x						$531,275				
Bell Road		x				x						$52,950				

Part of State Form 54400 (8-10)

Submitted by:

DATE: April 9th 20 18 — Engineer/Director

DATE: _____ 20 _____ — County Highway Supervisor

Approved:

DATE: _____ 20 _____ — Board of County Commissioners

Submitted by:

DATE: _____ 20 _____ — City Engineer

DATE: _____ 20 _____ — Street Commissioner or Supervisor

Approved:

DATE: _____ 20 _____ — Mayor or President of Town Council

Contract No:R -36005 Change Order No.: 002

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information
District:VINCENNES DISTRICT
Contract No.: R -36005
AE:Schum, Curtis
Letting Date:01/18/2018
PE/S:Price, Tyler
Status:Draft

Change Order Information
Date Generated: 00/00/0000
Change Order No.: 002
Date Approved: 00/00/0000
EWA: Y or Force Acct: N
Reason Code: ERRORS & OMISSIONS, Design/Plan Related
Description: Additional Clearing Right-of-Way

Original Contract Amount	$ 3,699,098.14	
Current Change Order Amount	$ 2,542.64	Percent: 0.069 %
Total Previous Approved Changes	$ 0.00	Percent: 0.000 %
Total Change To-Date	$ 2,542.64	Percent: 0.069 %
Modified Contract Amount	$ 3,701,640.78	

Time Extension Information
Date Initiated 00/00/0000
Date Completed 00/00/0000

Original Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description:
Current Time Extension
SS Days 0 SP Days 0 SP Days Value $ 0.00

Previous Time Approved
SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____
SS Days_____ SP Days Value $ _____

Revised Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

Contract No:R -36005 Change Order No.: 002

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 2

Review and Approval Information

Required Approval Authority	AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order)	(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract)	(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by_____ Date Issued_____
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager_____
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM) _____
	Date to PM_____ Date Returned_____
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_____ Date_____
	If N,Resolution: Approved _____ Disapproved _____
	Resolved by_____ Date_____
LPA Signatures Required?	Y / N If Y, Date to LPA _____ Date Returned _____
FHWA Signatures Required?	Y / N If Y, Date to FHWA_____ Date Returned_____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -36005 INDIANA Date:04/03/2018
Change Order No:002 Department of Transportation Page: 3

Contract: R -36005
Project: 0500641 - State:0500641
Change Order Nbr: 002
Change Order Description: Additional Clearing Right-of-Way
Reason Code: ERRORS & OMISSIONS, Design/Plan Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0133	0500641	0133	201-52370	LS	2,542.640	1.000	C	Amount:$ 2,542.64

Item Description: CLEARING RIGHT OF WAY
Supplemental Description1: 8233 Oak Grove Additional Tree
Supplemental Description2:

Total Value for Change Order 002 = $ 2,542.64

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

This change order is to include additional clearing of right of way for the removal of a tree purchased during right of way acquisition but not clearly identified on the construction plans. This tree was located at 8233 Oak Grove, approximately Station 109+40 RT Line C and was removed due to concern with its proximity to planned location of Structure 20. This change order was discussed with the INDOT project manager.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above. Notification and consent to this change order is hereby acknowledged.

Contractor: Ragle, Inc. Signed By: _____
Date: 4/6/18

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -36005
Change Order No:002

INDIANA
Department of Transportation

Date:04/03/2018
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE)

(SIGNATURE) (TITLE) (DATE)

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status

Contract No:R -30473

Change Order No.: 014
Page: 1

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information
District:VINCENNES DISTRICT
Contract No.: R -30473
AE:Schum, Curtis
Letting Date:11/16/2016
PE/S:Price, Tyler
Status:Draft

Change Order Information
Date Generated: 00/00/0000
Date Approved: 00/00/0000
Change Order No.: 014
EWA: Y or Force Acct: N
Reason Code: SCOPE CHANGES, Added Quantities/Items
Description: Inlet, F-4

Original Contract Amount	$ 6,072,995.00	
Current Change Order Amount	$ 3,079.28	Percent: 0.051 %
Total Previous Approved Changes	$ 97,880.39	Percent: 1.612 %
Total Change To-Date	$ 100,959.67	Percent: 1.663 %
Modified Contract Amount	$ 6,173,954.67	

Time Extension Information
Date Initiated 00/00/0000
Date Completed 00/00/0000

Original Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS – Standard Specification, SP – Special Provision)

Time Element Description:
Current Time Extension
SS Days 0 SP Days 0 SP Days Value $ 0.00

Previous Time Approved
SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____
SS Days_____ SP Days Value $ _____

Revised Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

Contract No:R -30473

Change Order No.: 014
Page: 2

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority	AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order)	(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract)	(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by_____ Date Issued_____
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager_____
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM) _____
	Date to PM_____ Date Returned_____
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_____ Date_____
	If N,Resolution: Approved _____ Disapproved _____
	Resolved by_____ Date_____
LPA Signatures Required?	Y / N If Y, Date to LPA _____ Date Returned _____
FHWA Signatures Required?	Y / N If Y, Date to FHWA_____ Date Returned_____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -30473 INDIANA Date:04/03/2018
Change Order No:014 Department of Transportation Page: 3

Contract: R -30473
Project: 0500636 - State:0500636
Change Order Nbr: 014
Change Order Description: Inlet, F-4
Reason Code: SCOPE CHANGES, Added Quantities/Items

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0213	0500636	0213	720-97317	EACH	3,079.280	1.000	C	Amount:$ 3,079.28

Item Description: INLET F
Supplemental Description1: Inlet, F-4
Supplemental Description2:

Total Value for Change Order 014 = $ 3,079.28

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

This change order is for a revision to the Lenn Road intersection. All planned blind connections have been eliminated from this project and replaced with manholes or inlet boxes. In order to eliminate the blind connection at Str. 152, a Type F inlet box was required due to depth restrictions.This change order has been discussed with the INDOT project manager.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above. Notification and consent to this change order is hereby acknowledged.

Contractor: JBI CONSTRUCTION, INC. Signed By:

Date: 4/19/18

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -30473 INDIANA Date:04/03/2018
Change Order No:014 Department of Transportation Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

Dan Saylor
(SIGNATURE) (TITLE) (DATE)

Marlin Weishaeit
(SIGNATURE) (TITLE) (DATE)

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status

Warrick County Commissioners
107 W Locust
BOONVILLE, INDIANA 47601
Marlin Weishaeit Bob Johnson Dan Saylor

FORM OF PROPOSAL

1	Date:	4-3-2018
2	Governmental Unit:	WARRICK COUNTY HIGHWAY DEPT.
3	Item(s) or project being bid:	New Bridge Components
4	Offeror (Firm):	Civilcon, Inc.
	Address:	605 N. Shore Drive Unit 103
	City / State / Zip:	Jeffersonville, IN 47130
	Telephone Number:	812-280-8366
	Fax Number:	812-280-8370
	Agent or contact person:	Darin Duncan
5	TOTAL BID AMOUNT	$ 74,800.00

Pursuant to notices given, the undersigned offers Warrick County in accordance with the followidng atta attachments specifying : class,item number,description,quantity,price & total amount. The contract will be awarded in accordance with specifications. Offeror promises that it has not offered nor received a less price than the price stated in its offer/proposal for the supplies included in its offer/proposal. Offeror further agrees that it will not withdraw its offer/proposal from the office in which it is filed. A certified check or bond shall be filed with each offer/ proposal if required, and liability for breach shall be enforceable upon evidence of financial responsibility.

Signature of Offeror or Agent

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

Marlin Weisheit Dan Saylor Robert Johnson

"ACCEPTANCE AND AGREEMENT OF TERMS"

Regarding the Purchase of:
Goods & Supplies: NEW BRIDGE PARTS AND COMPONENTS

We, Civilcon, Inc. (Company Name), do hereby confirm we have thoroughly reviewed and completely understand all the terms, requirements and conditions contained within the Invitation to Bid as provided to us by the Warrick County Highway Department or the Warrick County Purchasing Manager regarding the above purchase. We, also, hereby agree to accept, comply and abide by all such provisions.

Company Representative	Agent of Warrick County
Date: 4-3-2018	Date:
Printed Name: Darin Duncan	Printed Name:
Signature:	Signature:
Title: President	Title:

Addendum

WHEREAS, Civilcon, Inc. ("Successful Bidder") and the Warrick County Highway Department has agreed to purchase from Civilcon, Inc. (Successful bidder): NEW BRIDGE PARTS AND COMPONENTS. WHEREAS, said parties wish to supplement the terms of said agreement as provided herein;

NOW, THEREFORE, the parties do agree that the Contract and/or the Purchasing Agreement, as defined, shall incorporate the following terms as though originally set forth therein;

1. As required by IC 22-5-1.7, Civilcon, Inc. does not knowingly employ an unauthorized alien.
2. As required by IC 22-5-1.7, Civilcon, Inc. is enrolled in or will enroll in and will verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1-7.3. Civilcon, Inc. understands that it is not required to participate should the E-Verify program cease to exist. Civilcon, Inc. also understand that it is not required to participate if Civilcon, Inc. is an individual and does not employ any employees.
3. As required by IC 22-5-1.7, Civilcon, Inc. will not knowingly employ or contract with an unauthorized alien. Civilcon, Inc. will not retain an employee or contract with a person that it subsequently learns is an unauthorized alien.
4. As required by IC 22-5-1.7, Civilcon, Inc. will require its subcontractors who perform work under any contract with Civilcon, Inc. to certify to Civilcon, Inc. that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Civilcon, Inc. will maintain this certification throughout the duration of the term of a contract with a subcontractor.
5. As required by IC 22-5-1.7, Civilcon, Inc. understands that Warrick County may terminate for default if the Successful Bidder fails to cure a breach of IC 22-5-1.7 or any statement contained herein no later than thirty days after being notified by Warrick County.

By:
Title: President
Date: 4-3-2018

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Warranty
CONTINENTAL Pedestrian Steel Structures
STEADFAST Vehicular Steel Structures
EXPRESS Pedestrian Steel Structures

The bridge manufacturer shall warrant that it can convey good title to the goods, that they are free of liens and encumbrances and that their steel structure(s) are free of design, material and workmanship defects for a period of ten years from the date of delivery. Durable hardwood decking and hardwood attachments shall carry a ten-year warranty against rot, termite damage or fungal decay. Other types of wood and decking material such as Southern Yellow Pine, Douglas Fir and composites carry no warranty. There are no warranties, expressed or implied with respect to structures sold hereunder which are used, supplied for use or made available for use in any nuclear application of which bridge manufacturer has not been notified in writing at the time of order of the structure(s).

This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper installation, maintenance, alteration or any other cause not expressly warranted. This warranty does not cover damage resulting from or relating to the use of any kind of de-icing material. This warranty shall be void unless owner's records are supplied which show compliance with the minimum guidelines specified in the "Recommendations for the Inspection and Maintenance of STEADFAST Vehicular Steel Structures, CONTINENTAL Pedestrian Steel Structures and EXPRESS Pedestrian Steel Structures," attached hereto and incorporated herein by this reference.

Repair, replacement or adjustment, at the sole discretion of the bridge manufacturer, shall be the exclusive remedy for defects under this warranty. Under no circumstances shall the bridge manufacturer be liable for any consequential or incidental damages.

Any claim under this warranty shall be made promptly and directly to Contech Engineered Solutions who shall have the option, at its sole discretion, to repair, replace or adjust any covered defect without charge to the original purchaser.

SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXCEPT AS STATED IN THE WARRANTY, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

REV: 11/13

STEADFAST BRIDGES™ CONTINENTAL BRIDGE EXPRESS

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Recommendations for the Inspection and Maintenance of CONTINENTAL Pedestrian Steel Structures and STEADFAST Vehicular Steel Structures

The purpose of this set of recommendations is to suggest some minimum guidelines for inspection and maintenance of CONTINENTAL pedestrian, EXPRESS pedestrian and STEADFAST vehicular steel structures, in order to maintain the overall structural integrity and user safety throughout the serviceable life of the structure. These procedures are not all inclusive and more detailed procedures may be warranted depending upon bridge location, environment, and usage. Establishing the requirements for, and verifying the performance of, all field inspection and maintenance is the responsibility of the owner.

INSPECTION

I. User Safety (Inspection by others)

A. Each bridge should be inspected at regular intervals (at least once per year) to ensure that all items of user safety are accounted for and performing properly. Those areas of special concern should be as follows:

1. All safety rails, handrails, rub rails, fencing or other types of safety features should be in place with complete structural integrity and capacity. There shall be no sharp edges or protrusions on any feature that could produce bodily harm to be a hazard to the user.

2. All deck surfaces should be without gaps, cracks or projections that could create a trip hazard or interfere with the user in any way. Special consideration should be given to any smooth deck surface that could also create a possible slip hazard. Contech Engineered Solutions, LLC recommends some form of broom finish for concrete decks, or other means of providing a non-skid surface.

II. Structural Integrity (Inspection by others)

A. Each bridge should be inspected at regular intervals not to exceed one (1) year. The relative sections of Section 4 - Inspection of the American Association of State Highway and Transportation Officials (AASHTO) Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges provides an excellent guide for this inspection. We recommend its use, particularly in the case of bridges for vehicular use. This visual inspection should include, but not be limited to, the following:

NOTE:	**The owner and/or specifier should be aware that most pedestrian bridge liability claims are statistically slip and fall claims.**

1. Check the decking to ensure it is in satisfactory condition. Pay special attention to timber decks at their contact surfaces where they bear on stringers.

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2. All steel surfaces should be inspected to ensure that they are performing satisfactorily. Check for any excessive corrosion on weathering steel bridges, or paint and caulk integrity on painted bridges, paying special attention to the following areas:

   a. All steel below the deck, particularly the tops of stringers supporting wood decks.
   b. Truss or floor system joints where debris or water may accumulate.
   c. Anywhere vegetation or other material may have come in contact with the steel.

   NOTE: Any weathering steel surface not "boldly exposed" to the atmosphere should be checked to ensure it has formed its protected oxide layer.

3. Check all steel surfaces and welded and bolted connections for cracks. Pay special attention to the welded truss and floor beam joints in vehicular or material handling bridges subject to fatigue stresses.

4. Check the ends of the bridge for any damage which may have been caused by vehicular impact.

5. Check the integrity of concrete abutments and/or piers for scour due to water flow if applicable, etc., per AASHTO's Manual for Maintenance Inspection or the foundation engineer's recommendations.

6. Check anchor bolts for damage and see that they are secure. Examine all bearings to ascertain that they are functioning properly. Expansion bearings and the expansion joints at the ends of the bridge must be checked to see that they can move freely and are clear of all foreign material.

7. Spliced Bridges:

   a. Check the bolted splices for any excessive corrosion or cracking of the steel or fasteners.

   b. Make sure all weep holes are open and clear of debris to allow for complete drainage of any moisture which may collect on the interior tube surfaces. See project-specific shop drawings for locations of weep holes.

B. If problems are seen during the inspection procedure, cleaning and repair or replacement of weathering steel bridge components may be necessary; painted bridges may require cleaning and repainting or replacement of some or all members. Contact the project foundation engineer and/or Contech Engineered Solutions, LLC for recommendations, if necessary.

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MAINTENANCE FOR PAINTED BRIDGES

Painted bridges, like any painted structure, require periodic inspections and painting. The following steps should help increase the life span of your bridge:

A. After inspections, or any time loss or damage of the paint coat is noticeable, problem areas should be repaired as follows:

1. Select a maintenance coating system based on the following:

   a. Inspection report findings
   b. Environment (identify any corrosives)
   c. Degree of surface preparation attainable
   d. Current paint compatibility

   NOTES:

   * Generic type compatibility is a major factor in the selection of a system (some coating systems are not recommended over a particular type of existing material.)
   * Depending upon the surface performance, an upgrade in the coating system may be necessary at this time.

2. Clean all applicable surfaces as dictated by the repair system chosen (i.e. pressure wash, brush off, blast clean, etc.)

3. Apply repair coats per the coating manufacturer's recommendations.

4. Caulk all un-welded seams which are in need of repair with a good quality clear silicone caulk suitable for exterior use.

B. The entire bridge structure will require periodic repainting dependent upon varying factors such as the existing paint system, bridge usage, atmospheric environment, etc. Repainting will typically be required every 2-10 years. The frequency of painting will need to be determined by the inspector. The following steps should be followed when repainting the bridge structures:

1. Remove wood decking or grating, fencing, wood rub rails, and any other non-painted items which will not be receiving new paint. Obviously, concrete and asphalt decked bridges will be painted with the deck in place, unless these decks have deteriorated to the point of replacement. If this is the case, remove the deck prior to painting, if not, special care should be exercised to ensure problem areas below deck are cleaned and painted properly.

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2. Select a coating system based on parameters similar to those outlined in the repair painting section (A. above), paying attention to the following items:

   * Environment, specifically any corrosives identified during inspections
   * Substrate condition
   * Surface preparation limitations

3. After selecting a system compatible with all existing surface conditions and site limitations, clean all surfaces and apply according to the manufacturer's recommendations.

4. After the coating system has properly cured, caulk all un-welded seams with a good quality clear silicone caulk suitable for exterior use and replace the decking, fencing, etc., which were removed prior to cleaning and repainting the structure. This is also an excellent time to replace the wood rub rail which may have shown excessive deterioration.

MAINTENANCE FOR WEATHERING BRIDGES

Weathering steel is not a maintenance-free material. The following steps should help increase the life span of your bridge:

A. Do not use de-icing salts for snow removal. De-icing salts can severely damage the weathering steel.

B. Avoid retention of debris on the steel surfaces. Flush bridges at areas which accumulate debris (including salt) on a regular basis.

C. Prevent weathering steel from contact with soil, vegetation, masonry, or other materials so that the weathering process can proceed on a natural basis.

D. If excessive corrosion is encountered due to salts from adjacent roadways or roadways beneath an overpass structure, or for any other reason, it may be wise to blast clean and paint the truss joints, steel beneath the deck, or any area which exhibits excessive corrosion. Steel Structures Painting Council's Report 92-08, Maintenance Coating of Weathering Steel: Field Evaluation and Guidelines, provides recommendations for remedial painting of weathering steel bridges.

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MAINTENANCE FOR DECKING

I. Wood Decks

At the time of installation of the wood decking, Contech Engineered Solutions, LLC personnel take great strides to assure that the edges of each plank are in contact with each other so that no gaps appear between planks. All wood is stored inside, protected from the weather, prior to installation.

However, wood is a natural material which exhibits large volume changes with variations in moisture content and time, particularly in the width direction, which can cause gaps to form between the planks. Cupping and splits may also occur which need to be repaired.

Contech Engineered Solutions, LLC recommends an assessment of these hazards during the User Safety Inspection with remedial action as follows:

A. Replace all planks that have deteriorated past a useful and safe life.

B. Eliminate gaps between the planks which might be large enough for a high-heeled shoe to become lodged. Eliminating the gaps should be done as follows:

   1. Remove all deck bolts.
   2. Remove plank holddown angles. Be sure to mark their locations for ease of reinstallation.
   3. Slide wood planks together.
   4. Add new plank or planks to fill up the excess space.
   5. Reinstall plank holddown angles.
   6. Drill new holes in wood planks.
   7. Install new deck bolts (see shop drawings for size and material).

C. Replacement planks may be purchased through Contech Engineered Solutions, LLC.

D. Over time and with exposure to the environment, wood may become smooth, particularly when wet with rain, dew, snow, sleet, ice, etc. Periodically it may be necessary to "roughen" the surface of the decking with large grit sandpaper. There are also commercially available non-skid coatings which may be applied.

Note: It is the owner's responsibility to keep the wood deck free from cupping, splits, gaps and smooth surfaces. Remember, most pedestrian bridge liability claims are statistically slips and falls.

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II. Grating Decks

A. Repair or replace any grating which shows damage or deterioration to the main bearing bars.

B. If galvanized, inspect to see if corrosion has occurred. Wire brush any spots exhibiting corrosion and repair. We recommend the use of either sprayed zinc metalizing or the use of organic zinc rich paint for repairing galvanized surfaces.

C. For weathering steel grating, if excessive corrosion is encountered due to salts from adjacent roadways or roadways beneath an overpass structure, or for any other reason, it may be wise to blast clean and paint the grating.

III. Concrete and Asphalt

For all concrete and asphalt decks, Contech Engineered Solutions, LLC supplies a steel corrugated form decking to aid in the placement of the concrete or asphalt. For asphalt decks, this steel form is the main load carrying member. For concrete decks, this steel form may or may not be integral to the deck design (as in a composite deck). The contractor places the reinforcing and concrete, or the asphalt, after installation of the bridge.

During inspection, the asphalt or concrete covering should be checked for excessive cracking and deterioration. At the same time, the steel form decks should be checked for excessive rusting and/or damage. If the coverings are deemed to require replacement, the steel forms may be reused if they are not damaged or do not show excessive corrosion. Structural form decks (for asphalt decks and composite concrete decks) may require replacement even when the deck surface itself is sound.

Concrete and asphalt decks are usually not designed to accept the added dead weight of an overlay. Therefore, the only remedy is repair of the cracking or replacement of the concrete or asphalt covering.

See the project-specific shop drawings for recommended concrete strength, reinforcing size, slab and asphalt thickness, control joint location and surface finish. If there are any questions, please contact Contech Engineered Solutions, LLC for consultation.

Remember: Maintenance of the bridge decking, including keeping it free from slip or trip hazards, is the owner's responsibility. Most pedestrian bridge liability claims are statistically slips and falls.

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GENERAL MAINTENANCE

I. Soil Clearance

Soil or dirt must not be left in contact with bare weathering or painted steel surfaces. In addition, adequate clearance for ventilation must be maintained between the ground and weathering steel surfaces to allow the steel to dry after wetting, forming its protective patina.

If the initial construction of abutments and back slopes did not allow for adequate ventilation (approximately 18"-24"), enough soil, debris, and/or vegetation should be removed and kept cut back to allow for adequate airflow. If this is not possible, a coating designed for "ground contact" protection of steel may be applied to the members in the affected area.

II. Snow Removal

Because of possible accumulation of chlorides at truss joints, in the gaps between planks on structures with timber decks, on below deck members, and/or along the edges of decks where runoff occurs, the use of de-icing salts should be avoided on these structures, especially on weathering steel bridges (see Item A in the "Maintenance for Weathering Bridges" section of this document).

The best and safest way to remove snow from these bridges, as far as the issue of steel corrosion is concerned, is by shoveling or plowing snow from the bridge deck. Non-corrosive traction aids such as sand may be used on the deck surfaces; however, if corrosive de-icing agents are used on the structure; accelerated corrosion of members which are exposed to the agent will take place, voiding the bridge warranty and necessitating repair or replacement of affected members.

De-icing salts have been used on structures where more aggressive measures were taken to protect the steel, such as galvanizing the steel members or utilizing a concrete deck with curbs to channel water away from steel surfaces. In the later case, care must still be taken to protect, or maintain by cleaning or rinsing, areas where water drains or salt gets thrown onto un-galvanized steel surfaces by wheel traffic, spreading, etc. If not, the warranty shall again be voided and replacement of some members or possibly the entire structure may be required.

WARRICK COUNTY HIGHWAY DEPARTMENT
555 ROTH ROAD
BOONVILLE, INDIANA 47601

INVITATION TO BID

March 20, 2018

Pursuant to Indiana Code IC 5-22-8-3, the Warrick County Highway Department is soliciting Bids to purchase the Parts, Materials & Supplies necessary to construct the superstructure of a new bridge to be identified as: Bridge 34 – Selvin Road.

I. **SCOPE**

The objective of this project is the removal of an aging, deteriorating bridge superstructure and replacing it with a new steel bridge. The new structure will be designed and supplied by a private vendor. However, the dismantling of the old bridge, the fortification of the foundation, the site preparation and the construction and installation of the new bridge components will be done by the work forces of the Warrick County Highway and Storm Water Departments.

Mr. Howard, County Highway Superintendent, would like to have the bridge components in his possession by July, 2018 (or sooner) in order to begin the project in August, 2018.

II. **SPECIFICATIONS**

See attached "Bid Specifications" sheet.

III. **CONTRACTUAL TERMS AND CONDITIONS**

A. Bidders should be aware that Indiana Code 36-2-6 establishes the claim payment policy for all Indiana County Governments and in doing so defines and dictates how and when bills are paid.
B. Warrick County is exempt from Indiana Sales Tax: Tax Exempt No. – 003119076001
C. Warrick County will not be held responsible for any late fees, interest or penalties associated with this agreement.
D. Include in your proposal, as part of the Total Bid Price, any fees or charges associated with delivery of the complete order.
E. Pursuant to Indiana Code [IC 5-22-17-3(d) & (e)], County contract payment and performance obligations are subject to the appropriation and availability of funds; and, the County must have available a sufficient appropriation balance or an approved additional appropriation before a purchasing agent may award a contract. Also, pursuant to Indiana Code [5-22-17-5(a)(b)], if and when the County makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, the contract is considered canceled. Such a determination is final and conclusive.

IV. **WARRANTY**

What are the terms and conditions of your Warranty on the new bridge components? (see attached)

V. **CANCELLATION OF A SOLICITATION OR REJECTION OF AN OFFER (BID/QUOTE)**

Pursuant to IC 5-22-8-3, if the purchasing agent determines it is in the best interest of the governmental body, it is hereby noted that a solicitation (bid or quote) may be cancelled or rejected in whole or in part. The reason for a cancellation or rejection will be made part of the contract file

VI. **CHANGES TO REQUIREMENTS OF INVITATION TO BID**

Pursuant to IC 5-22-7-13, the Purchasing agent may not accept proposed additions to the contract that are prejudicial to the interest of the governmental body (the County) or fair competition. A decision to permit a change to the requirements of the Invitation to Bid must be supported by a written determination by the purchasing agency.

VII. **ADDITIONAL REQUIREMENTS**

These Five (5) documents must accompany all bids (copies included):
(1) Non-Collision Affirmation
(2) Equal Employment Opportunity Form
(3) Form of Proposal
(4) "Acceptance and Agreement of Term
(5) E-Verification Documentation

VIII. **AWARD CONSIDERATIONS**

Pursuant to IC 5-22-8-3(d), the purchase will be awarded to the lowest responsible and responsive bidder.

IX. **BID DUE DATE AND SUBMITTAL INFORMATION**

- Bids are due on or before Monday, April 9, 2018 at 4:00 PM (local time).
- Bids can be sent USPS or E-Mail or delivered in person to:

Warrick County Purchasing Department
Attention: Joe Grassman
107 West Locust Street
Suite 310, Old Courthouse
Boonville, Indiana 47601

X. **DELIVERY**

A. Complete Order should be delivered to:
Warrick County Highway Department
555 Roth Road
Boonville, Indiana 47601

B. When do you think this order will be ready for shipping? July 11, 2018 (or sooner)

XI. **CONTACTS**

Bobby Howard (Highway Superintendent): Cell - 431-4655; bhoward@warrickcounty.gov
Joe Grassman (Purchasing Manager): Cell – 457-6732; purchasing@warrickcounty.gov

"BID SPECIFICATIONS"

1.0 DIMENSIONS

1.1 **Width:** Inside clear width between guardrail system of the bridge shall be 24 feet 0 inches.
1.2 **Span:** Center to center of bearing of bridge shall be 50 feet 0 inches.
1.3 **Camber:** Bridge shall be cambered to offset dead load deflection.

2.0 DESIGN

2.1 **Design Criteria:** The design of the bridge shall be in accordance with the American Association of State Highway Transportation Officials (AASHTO) LRFD Bridge Design Specifications, 7th Edition with interim revisions (herein referred to as "AASHTO").

In addition to normal dead loads, the bridge shall be designed for the following:

2.2 **Vehicle Loads:** The bridge shall be designed for HL-93 loading in accordance with AASHTO section 3.6.1.2.
2.3 **Wind Load:** The bridge structure shall be designed for wind loads in accordance with AASHTO section 3.8.1.
2.4 **Seismic:** All bridges shall be designed for seismic loads of the intensity required by AASHTO in accordance with AASHTO section 3.10.
2.5 **Shop Drawings:** Bridge design shall be performed by a Registered Professional Engineer who is an employee of the Bridge Manufacturer and shall have a minimum 5 years of experience designing steel vehicular bridges. The engineer shall be registered in the State where the project is located and shall provide signed and sealed design drawings and structural calculations for design review and approval.

3.0 MATERIALS

3.1 Unpainted Weathering Steel bridges shall be fabricated from domestic melt and manufactured ASTM A709 Grade 50W, ASTM A242 or ASTM A588 steel for plates and structural shapes and ASTM A606 or ASTM A847 for tubular sections. Minimum yield (Fy) shall be greater than 50,000 psi. Mill certifications to be provided by manufacturer.
3.2 Concrete Decks with Stay In Place Forms - Stay in place (SIP) corrugated Metal deck forms shall have a minimum depth of 2". The minimum thickness of the SIP forms shall be not less than 18 gauge and shall have G165 galvanized coating.
3.3 Bearings: Elastomeric and laminated elastomeric bearing pads shall be custom molded from neoprene or natural rubber. Laminated pads shall be reinforced with internal steel plates and vulcanize-bonded to alternating layers of the elastomer during the molding process.

4.0 DELIVERY

4.1 **Superstructure:** To facilitate the installation of the structure the Bridge must be shipped in a minimum of two (2) modular sections with the Galvanized form decking and vehicular guardrail shop installed.

NOTE: *A manufacturer's Technical Assistant must be present at the project site while the primary structure components are installed. The Manufacturer or their representative must be available to be on site within 2 weeks of notice by the Owner.*

WARRICK COUNTY COMMISSIONERS

COURTHOUSE, 107 W. LOCUST ST.
BOONVILLE, IN. 47601

PHONE: (812) 897-6120 FAX: (812) 897-6189

NON-COLLUSION AFFIRMATION

STATE OF INDIANA }
WARRICK COUNTY } SS:

The undersigned offeror or agent, duly sworn, under penalties of perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Civilcon, Inc.
Offeror (Firm)

Signature of Offeror or Agent

Dasin Duncan
Printed Name of Offeror or Agent

4-3-2018
Date

WCBOC FORM P-120 REV #1 11/01

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncomplinnce with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Dasin Duncan
Vendor Representative (please print)

Signed

Civilcon, Inc.
Vendor Name

812-280-8360
Telephone

605 N. Shore Drive, Unit 103
Vendor Address
Jeffersonville, IN 47130

4-3-2018
Date

Coroner Truck

Warrick County Commissioners
107 W Locust
BOONVILLE, INDIANA 47601
Marlin Weishaelt Bob Johnson Dan Saylor

FORM OF PROPOSAL

1	Date:	4/2/2018
2	Governmental Unit:	WARRICK COUNTY CORONER
3	Item(s) or project being bid:	NEW 2018 PICKUP TRUCK
4	Offeror (Firm):	Fletcher Chevrolet Products, Inc
	Address:	3099 N. Morton St
		Franklin, IN 46131
	City / State / Zip:	Franklin, IN 46131
	Telephone Number:	317-738-4170
	Fax Number:	317-738-4282
	Agent or contact person:	R. Keith Fox
5	TOTAL BID AMOUNT	$19,794

3-4 mo.

Pursuant to notices given, the undersigned offers Warrick County in accordance with the following atta attachments specifying : class,item number,description,quantity,price & total amount.
The contract will be awarded in accordance with specifications. Offeror promises that it has not offered nor received a less price than the price stated in its offer/proposal for the supplies included in its offer/proposal. Offeror further agrees that it will not withdraw its offer/proposal from the office in which it is filed. A certified check or bond shall be filed with each offer/proposal if required, and liability for breach shall be enforceable upon evidence of financial responsibility.

Signature of Offeror or Agent

H. After the County agrees to purchase the vehicle from your company, please send these forms to the office of Roger Emmons, County Administrator (107 West Locust Street, Room 301, Old Courthouse, Boonville, Indiana 47601):

1. Certificate of Origin
2. Odometer Statement
3. Form ST-1080 (Sales Tax Exemption)
4. Copy of the Invoice

I. This vehicle will be paid for from the Warrick County Coroner's operating budget but will be licensed and titled under the name of the Warrick County Commissioners.

J. What are the terms and conditions of the Warranty for this vehicle?

3 year / 36,000 mile
5 year / 100,000 mile Powertrain

III. ADDITIONAL REQUIREMENTS

These Forms must be submitted with your ITB response:

1.) A Non-Collusion Affidavit
2.) An Equal Employment Opportunity Statement
3.) A Form of Proposal
4.) An E-Verification Document
5.) An Acceptance and Agreement of Terms Statement

(All above forms included in the bid package)

IV. CANCELLATION OF A SOLICITATION OR REJECTION OF AN OFFER

Pursuant to Indiana Code IC 5-22-7-2(6) and subsequently IC 5-22-18-2, if the purchasing agent determines it is in the best interest of the governmental body, it is hereby noted that all solicitations (bids) may be rejected. The reason for the rejections should be made part of the contract file.

V. AWARD CONSIDERATIONS

Pursuant to IC 5-22-8-3 (d), the purchasing agent shall award such a contract to the lowest responsible and responsive bidder.

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VI. CHANGES TO REQUIREMENTS OF INVITATION TO BID

Pursuant to IC 5-22-7-13, the Purchasing agent may not accept proposed additions to the contract that are prejudicial to the interest of the governmental body (the County) or fair competition. A decision to permit a change to the requirements of the invitation to Bid must be supported by a written determination by the purchasing agency.

VII. WHERE TO SEND BIDS AND DUE DATE

The bids are due on or before: APRIL 23, 2018 at 4:00 PM (local time).

Send to:

- USPS: Warrick County Purchasing Department
  Attention: Joe Grassman
  107 West Locust Street
  Suite 310, Old Courthouse
  Boonville, Indiana 47601

– or –

- E-MAIL: purchasing@warrickcounty.gov

- Please provide catalogs, specification sheets and/or any other promotional literature you may have for the model(s) you are bidding.
- And, send at least three (3) copies of your bid.

VIII. CONTACT

- Joe Grassman (Purchasing Manager): Cell-812-457-0732: purchasing@warrickcounty.gov

THANKS AND GOOD LUCK.

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WARRICK COUNTY COMMISSIONERS
107 West Locust Street
Boonville, Indiana 47601

Marlin Welsheit Robert Johnson Dan Saylor

INVITATION TO BID
(ITB)

March 27, 2018

On behalf of the Warrick County Coroner and pursuant to Indiana Code:5-22-8-3, the Warrick County Commissioners are hereby soliciting bids for a NEW 2018 FULL-SIZE PICKUP TRUCK.

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I. SPECIFICATIONS
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VII. BID SUBMITTAL AND DUE DATE
VIII. CONTACTS

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

K. Keith Fox
Vendor Representative (please print)

Signed

Fletcher Chrysler Products
Vendor Name

317-738-4170
Telephone

3099 N Morton St., Franklin, IN 46131
Vendor Address

4/2/18
Date

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

Marlin Welsheit Robert Johnson Dan Saylor

"ACCEPTANCE AND AGREEMENT OF TERMS"

Regarding the Purchase of a: NEW 2018 PICKUP TRUCK

We, Fletcher Chrysler Products, Inc. (Company Name), do hereby verify we have thoroughly reviewed and completely understand all the terms and conditions of the Invitation to Bid as presented to us by the Warrick County Commissioners; and, therefore, we confirm to accept and comply with all its terms and conditions.

Company Representative (Successful Bidder)	Agent of Warrick County (Commissioner)
Date: 4/2/2018	Date:
Printed Name: K. Keith Fox	Printed Name: Dan Saylor
Signature:	Signature:
Title: Fleet Manager	Title: President, Board of Commissioners

E-VERIFICATION ADDENDUM

WHEREAS, Fletcher Chrysler ("Successful Bidder") and the Warrick County Board of Commissioners ("Warrick County"), on behalf of the Warrick County Coroner, have entered into a contract for the purchase of a NEW 2018 PICKUP TRUCK.

WHEREAS, said parties wish to supplement the terms of said agreement as provided herein;

NOW, THEREFORE, the parties do agree that the Contract shall incorporate the following terms as though originally set forth therein;

1. As required by IC 22-5-1.7, Fletcher Chrysler does not knowingly employ an unauthorized alien.
2. As required by IC 22-5-1.7, NA is enrolled in or will enroll in and will verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1-7.3. _____ understands that it is not required to participate should the E-Verify program cease to exist. _____ also understand that it is not required to participate if _____ is an individual and does not employ any employees.
3. As required by IC 22-5-1.7, Fletcher Chrysler will not knowingly employ or contract with an unauthorized alien. Fletcher Chrysler will not retain an employee or contract with a person that it subsequently learns is an unauthorized alien.
4. As required by IC 22-5-1.7, NA will require its subcontractors who perform work under any contract with _____ to certify to _____ that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. _____ will maintain this certification throughout the duration of the term of a contract with a subcontractor.
5. As required by IC 22-5-1.7, Fletcher Chrysler understands that Warrick County may terminate for default if the successful bidder fails to cure a breach of IC 22-5-1.7 or any statement contained herein no later than thirty days after being notified by Warrick County.

By: _____ Date: 4/2/2018

Title: Commercial Fleet Manager

WARRICK COUNTY COMMISSIONERS

COURTHOUSE, 107 W. LOCUST ST.
BOONVILLE, IN. 47601

PHONE: (812) 897-6120 FAX: (812) 897-6189

NON-COLLUSION AFFIRMATION

STATE OF INDIANA)
) SS:
WARRICK COUNTY)

The undersigned offeror or agent, duly sworn, under penalties of perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Fletcher Chrysler Products, Inc.
Offeror (Firm)

_____
Signature of Offeror or Agent

K. Keith Fox
Printed Name of Offeror or Agent

4/2/2018
Date

WCBOC FORM P-120 REV #1 11/01

- from J E SHEKELL INC

Page 1 of 1

THE PEOPLE WHO KNOW!
J.E. SHEKELL INC.
REFRIGERATION • HEATING • AIR CONDITIONING
ELECTRICAL • PLUMBING
(LIC. NO. 8890011)
425 W. TENNESSEE STREET • EVANSVILLE, IN 47710
TOLL FREE (800) 473-4215 • FAX (812) 421-4233
www.JShekell.com Like us on Facebook

CONTRACT INVOICE
DATE: 04/06/18

BILL-TO: WAR100
WARRICK CO SHERIFF DEPT
100 HWY 62 WEST
BOONVILLE IN 47601

CUSTOMER: WAR100
WARRICK CO SHERIFF DEPT
100 HWY 62 WEST
BOONVILLE IN 47601

JOB NAME: WARRICK CO SHERIFF DEPT JOB NO 8Y0330 INVOICE # 0012055

BILLING DATE:	04/06/18
Original Contract Amount:	2,740.00
Net Change Orders:	0.00
Total Contract Amount:	2,740.00
Total Billed To Date:	2,740.00

LABOR AND MATERIAL TO REPLACE EVAPORATOR COIL IN WALK IN COOLER

New Vendor
1000-114
43161.00
4/13/18

Billing Amount 2,740.00
Net Amount Due: 2,740.00

THIS INVOICE IS SUBJECT TO A FINANCE CHARGE OF 2.0 PER MONTH, ANNUAL PERCENTAGE RATE OF 00 IN MIN IS ALLOWED BY LAW ON ALL BALANCES OVER 30 DAYS PAST DUE. PURCHASER AGREES TO PAY ALL COSTS AND REASONABLE ATTORNEY'S FEE, IF THIS INVOICE IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION.

Thank You!

EXHIBIT L

GOVERNMENT AUTHORIZING RESOLUTION
2018-10

WHEREAS, the **Warrick County, Indiana** (the "Government") desires to finance the acquisition of **tractor and mower** to be provided by **Deere & Company** pursuant to an agreement between the Government and **Deere & Company** dated January 30, 2018 by entering into an Installment Purchase Agreement (the "Installment Purchase Agreement") with Old National Bank (the "ONB") to assist in the funding of the Government's strategic plan (the "Financing");

WHEREAS, the Government has complied with all applicable public bidding laws of the State of Indiana; and

NOW THEREFORE, be it resolved by the **Warrick County Board of Commissioners** of the Government as follows:

1. The entering into an Installment Purchase Agreement with ONB is hereby approved subject to the following limitations: (a) the aggregate principal amount shall not exceed $103,587.16; (b) the per annum interest rate shall not exceed 2.66%; and (c) installment payments shall be made semi-annually commencing July 1, 2018 with the final payment being due not later than January 1, 2021.

2. There is hereby delegated to Dan Saylor in his capacity as **Board of Commissioners President** of the Government (the "**Board of Commissioners President**") the power and authority of this **Warrick County Board of Commissioners** to take any action as may be determined by such party to be appropriate or necessary to carry out the Financing and this resolution, such determination to be conclusively evidenced by such party's taking of such action.

3. The **Board of Commissioners President** is hereby authorized, for and on behalf of the Government, to execute and deliver any contract, agreement, certificate or other instrument or to take any other action determined by him to be appropriate or necessary to carry out the Financing, such determination to be conclusively evidenced by such officer's or **Board of Commissioners President's** having executed such contract, agreement, certificate or other instrument or having taken such other action, and any execution of any such contract, agreement, certificate or other instrument and any taking of any such other action heretofore effective is hereby ratified and approved.

ADOPTED this 24th day of April, 2018.

By: Dan Saylor
Name: Dan Saylor
Title: Commissioner, President

By: Bob Johnson
Name: Bob Johnson
Title: Commissioner, Vice President

By: Marlin Weisheit
Name: Marlin Weisheit
Title: Commissioner

L-1

GUARANTEED SAVINGS
CONTRACT

THIS AGREEMENT (herein sometimes "Agreement" and sometimes "Contract"), made this 14th day of May, 2018, by and between Warrick County, Indiana, a municipal corporation (hereinafter called "County" or "Owner") and Energy Systems Group, LLC, an Indiana limited liability company (hereinafter called "Contractor" or "ESG"),

WITNESSETH, That:

WHEREAS, on or about September 7, 2017, the County issued its Request for Proposal of Qualifications for Innovative Turn-Key Performance Based Services ("RFP") to implement Energy Savings Measures and Infrastructure Improvements to facilities owned by the County and located in Warrick County, Indiana (generally, the "Facilities");

WHEREAS, on or about October 16, 2017, ESG submitted its proposal response to the RFP consistent with its requirements and to the satisfaction of the County, and as a result, on October 23, 2017, the County selected ESG to perform work and services pursuant to Indiana Code § 36-1-12.5, et seq., in accordance with the RFP;

WHEREAS, on or about January 5, 2018, the parties entered into a Performance Based Contract Project Development Agreement (the "PDA"), attached hereto as Schedule 1, whereby ESG performed certain engineering and feasibility analyses, including its Detailed Engineering Evaluation ("DEE") for the purpose of refining and specifying aspects of ESG's proposal to the RFP that the County desires to include within this Agreement;

WHEREAS, the County has evaluated the DEE and ESG's proposed guaranteed savings contract and wishes to accept that portion of ESG's proposal to perform the work and services identified herein, including the work described particularly within Exhibit A Scope of Work (hereinafter the "Project" or "Work");

WHEREAS, the County and ESG desire to enter into this Agreement to memorialize their respective agreements and undertakings with respect to this Project; and

WHEREAS, the parties consent to and acknowledge the entire Agreement and the parties' respective duties, obligations and rights herein are wholly contingent upon the approval and acceptance of public bond financing, to the exclusive satisfaction of the Owner, anticipated as Warrick County General Obligation Bonds Series 2018, and as more specifically restricted herein in Section 12.17, whereby this Agreement is not effective until said bond financing is successfully closed which is currently anticipated to occur on or about May 30, 2018.

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NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. Contract Documents. The parties hereby incorporate by reference, as if fully set forth herein, the above WHEREAS paragraphs, as well as the following documents and instruments, all of which together with this Agreement are herein referred to as the "Contract Documents":

Exhibit A - Scope of Work
Exhibit A.1 – E-Verify Affidavit
Exhibit B - Energy Savings Guarantee and Measurement and Verification Plan
Exhibit C - Opinion of Owner's Counsel
Exhibit D - State Specific Statutory Requirements

Schedule 1 - January 5, 2018 Performance Based Project Development Agreement
Schedule 2 - Final Acceptance Certificate
Schedule 3 - Partial Acceptance Certificate
Schedule 4 - Anticipated Payment Request Draw Schedule

The Contract Documents also shall include any permissible change orders issued pursuant to this Agreement. If there is a conflict between the provisions of this Agreement and any other Contract Document, the provisions of this Agreement shall control with respect to the subject matter thereof.

2. Scope of Project. For purposes hereof, the term "Project" shall mean and include the installation of the energy conservation measures and related upgrades ("ECMs" or "Measures") at Owner's Facilities, which are defined in Exhibit A, Scope of Work, and annual support services as outlined in Exhibit C, Support Services Agreement. The term "Project" shall not include portions of ESG's RFP proposal, including those measures that were not selected for evaluation under the PDA or were not adapted from the DEE into Exhibit A to this Agreement. The County reserves the right but is not obligated to implement such work and services via a subsequent phase of this Agreement.

2.1 Dodd-Frank Municipal Advisor Rule Statement: ESG is retained by Owner as an engineering and energy services firm to design and deliver energy-related and other infrastructure solutions described in the Scope of Work. Owner acknowledges that ESG is not a financial advisor or municipal advisor as contemplated under the U.S. securities laws, is not providing recommendations regarding any municipal financial product or the issuance of municipal securities, and does not owe a fiduciary duty to Owner under section 15B of the Securities Exchange Act, or

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otherwise. Owner acknowledges that as a commercial entity ESG is influenced by its own interests, which will not always be the same as Owner's. Owner has had the opportunity to retain and consult with such financial, municipal, legal or other advisors as it may deem appropriate regarding this project.

3. General Obligations and Rights of Contractor. Contractor shall do all acts and provide all things necessary to perform and complete the Project properly, in a good and workmanlike manner, and in compliance with all laws and regulations. Contractor shall apply for, secure, and obtain all necessary permits and licenses which may be required in connection with the Project.

3.1 Warranty. Contractor hereby warrants to Owner that all materials furnished by Contractor, if any, and all workmanship performed by Contractor in connection with the Project, shall be in accordance with the general industry standards of the construction industry; shall be performed in a competent, good and workmanlike manner and in compliance with the Contract Documents, and all pertinent laws, rules and regulations; and shall be free from any and all faults or defects in material and workmanship. Contractor shall promptly remedy any and all defective materials or workmanship furnished by Contractor or any subcontractor upon receipt of written notice thereof from Owner. If requested by Owner, Contractor shall furnish satisfactory evidence as to kind and quality of materials and equipment used to repair or remedy any defective materials or workmanship in connection with the Project.

The warranty set forth herein shall continue to be effective for a period of one year following Owner's acceptance or beneficial use of each ECM or other portion of the overall Project, as reflected by the Owner's execution of a Partial Acceptance Certificate, or acceptance of the overall Project as reflected by the Owner's execution of the Final Acceptance Certificate, whichever occurs first. Owner shall give Contractor written notice of all defective work, within this one-year period, specifically detailing the deficiencies to be corrected, and Contractor shall repair or otherwise remedy such defective work in an expeditious manner.

CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent possible, Contractor shall assign to Owner all warranties that Contractor receives from its vendors and/or subcontractors for any materials or equipment,

which are or are to become permanent features of the Project, which shall be in addition to the other warranties provided herein.

3.2 Approvals. Upon completion of the Project, Contractor shall obtain all approvals of the installation of the Measures constituting the Project.

3.3 Indemnification. Contractor shall indemnify, defend, and hold harmless Owner, the agents, officers, employees, and representatives of Owner (herein the "Indemnified Owner Parties") against any and all liability, damages, expenses, claims, demands, actions, causes of action and injury (including death) sustained by or any damage to the property of, any person and reasonable attorney's fees and expenses whether resulting from the negligence or willful misconduct during and/or arising out of the Project and Scope of Work performed or to be performed by Contractor, any subcontractor, or the agents, employees, representatives, or persons acting on behalf of Contractor or any subcontractor.

Contractor agrees to indemnify, save and hold Owner, its successors and assigns, and any assignee of Contractor, harmless from the payment of any sum of money whatsoever (including reasonable attorneys fees and expenses) on account of any laborer's, mechanic's, materialmen's or any other lien against Owner's property related to Contractor's or subcontractor's performance of the Project.

As a condition precedent to the duties to indemnify, defend and/or hold harmless (collectively "Indemnification") established in this contract, the indemnified party must provide prompt notice to the indemnitor of a claim or matter for which Indemnification is sought, must allow the indemnitor to select counsel and control the defense, must cooperate with indemnitor at indemnitor's expense, and must allow the indemnitor to settle the matter at its expense.

3.4 Bonds. Before entering upon the performance of this Agreement, Contractor shall execute for the benefit of Owner, a good and sufficient Performance Bond and Payment Bond, in form acceptable to Owner. Each bond shall be in an amount equal to the Contract Price (as defined below in Section 5 of this Agreement).

The Performance Bond shall also be a guarantee for the repair or replacement of any portion of the Project that is defective to and including the date of Owner's Final Acceptance of the Project. The Payment Bond shall be a guarantee for the payment for labor, materials and equipment

furnished for use in the performance of Contractor's obligations hereunder. The Performance and Payment Bond will cease to be effective the date of Owner's Final Acceptance of the Project. Effective immediately after, a Maintenance Bond will be provided for the one-year period commencing on the date of Owner's Final Acceptance of the Project in the amount of 10% of the total Contract Price. The surety which executes the Performance Bond and Payment Bond will waive any right to independent notice under this Agreement if Contractor receives such notice, and consents to any extensions of time, modification, waiver, forbearance, or change which may be made in any of the terms and conditions of the Agreement by the parties or by their successors or assigns. Notwithstanding any other provision of this Agreement or the bonds, in no event and in no manner shall coverage under the Performance Bond and Payment Bond extend to Section 3.5, Energy Savings Guarantee, as set forth in Exhibit B Energy Savings Guarantee and Measurement and Verification Plan (the "M&V Plan"), or any related guarantee provisions.

3.5 Guaranteed Savings. The Owner and Contractor agree that over the 15-year Term of the Measurement and Verification Plan ("M&V Plan") attached hereto as Exhibit B, these Measures will achieve, for all Facilities:

(a) Energy Savings in the total amount of $599,989;

(b) Operational Savings, including Related Capital Expenditures, in the total amount of $8,232,053; and

Whereby such "Total Guaranteed Savings," as summarized within Table A of Exhibit B equals $8,832,042.

The parties agree that Exhibit B Energy Savings Guarantee and M&V Plan shall control the rights and responsibilities of each party with respect to the Energy Savings Guarantee. Notwithstanding Section 1, in the event of any conflict between this Section 3.5 and Exhibit B, Exhibit B shall control.

It is agreed that the Contractor's obligation to deliver the operational savings described in Table A of Exhibit B will be fully satisfied upon Owner's Final Acceptance of the Project, pursuant to Section 5.2.3, based on the documentation and data approved by Owner and included herein. Contractor represents and warrants the requirements set forth in Exhibit E, State Law Requirements, will be met.

3.6 Limitation of Liability. The total liability of Contractor on all claims, whether in contract, warranty, tort, strict liability, indemnity, or otherwise, arising out of the performance of this Agreement, shall not exceed the Contract Price. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE, PUNITIVE, OR REMOTE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, AND DOWN TIME COST. Nothing in this provision is intended to and does not supersede or diminish the obligations of the Contractor under Sections 3.7 and 3.8 of this Agreement to obtain and provide insurance coverage under such policies for covered losses arising out of the performance of this Agreement.

3.7 Insurance.

3.7.1 Obtaining Proper Insurance. Contractor shall not commence performance hereunder until (i) it has obtained and Owner has approved all insurance coverage required by this Section 3.7; and (ii) Owner has been furnished with a certificate of insurance and a copy of the endorsement provided by the carrier properly evidencing and confirming that Owner is an additional insured for primary, non-contributory coverage, with waiver of all rights of subrogation on Contractor's Commercial General Liability, automobile liability and excess liability, and builder's risk policies, with agreement to place Owner on notice of any change in coverage. In the event that subcontractors are not covered by Contractor's policies of insurance, Contractor shall require each subcontractor to secure policies of insurance which generally conform to the requirements of this Section 3.7 including the naming of Owner as an additional insured for primary, non-contributory coverage, with waiver of all rights of subrogation as applicable, taking into consideration the risks associated with the type of work performed, the cost for such work, and the requirements of IC § 5-16-13-10(b).

3.7.2 Amount of Insurance. Contractor shall take out and maintain, at its sole cost and expense, the following minimum levels of insurance coverage during the term of this Agreement and all other times during which Contractor, its employees, agents, or subcontractors shall be present at the Facilities, whether performing or correcting any portion of the Project:

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(A) Worker's Compensation, Employer's Liability, and Occupational Disease Insurance. Statutorily required worker's compensation insurance, including employer's liability and occupational disease coverage, to the extent mandated by applicable state law, on all of Contractor's employees engaged in the Project;

(B) Commercial General Liability. Commercial General Liability insurance (including contractual, independent contractors, explosion, and product/completed operations coverages) against damage because of bodily injury, including death, or damage to property of others, such insurance to afford protection to the limit of not less than Two Million Dollars ($2,000,000.00) in one occurrence, and to the limit of not less than Four Million Dollars ($4,000,000.00) annual aggregate; and

(C) Automobile Liability. Automobile liability insurance against damage because of bodily injury, including death, or damage to property of others as the result of the operation of any automobile owned or hired by Contractor, with such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars ($500,000.00) for any one person, not less than One Million Dollars ($1,000,000.00) in respect to any one accident, and not less than One Hundred Thousand Dollars ($100,000.00) for property damage.

(D) Excess Liability. Excess liability insurance providing coverage in excess of Contractor's Public Liability and Automobile Liability Policies in the amount of at least Fifteen Million Dollars ($15,000,000) per claim.

3.8. Builder's Risk Insurance. ESG will furnish, as a material obligation to the Owner and a condition precedent to any payment otherwise due to ESG, a comprehensive risk property insurance ("Builder's Risk") for the replacement value of the Work performed. The form of policy for this Builder's Risk coverage must be in completed value with no co-insurance, and valued at replacement cost with non-standard (broad) form comprehensive risk policy. The value utilized must be 100% of the completed value (including Contract Amendments) of the Project and Scope of Work. Such Builder's Risk policy may be terminated by ESG following the Owner's completion of the Final Acceptance Certificate.

3.8.1. Title and Risk of Loss. Risk of Loss for all equipment and materials provided by Contractor or any subcontractor shall transfer to Owner following Owner's

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completion of the Final Acceptance Certificate. Title to a Measure shall vest with Owner upon Owner's completion of the Final Acceptance Certificate. It is the intent of all parties that any transfer of title to Owner pursuant to this Agreement shall occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance. Owner shall be responsible for operating and maintaining all Measures that are installed. The Contractor bears the risk of loss associated with the loss of or damage to tools, equipment and materials, or other property that will not be installed in the Facilities or incorporated into the Work but is otherwise required for the Work's prosecution.

4. Waiver of Subrogation. Except as provided in Section 3.3 of this Agreement, Owner and Contractor hereby release each other and each other's employees, agents, and subcontractors from any and all liability for any loss of or damage or injury to person or property arising from the Performance of this Agreement by reason of fire or other casualty or any other risk or cause which is insured against under this Agreement, regardless of cause, including the negligence of Owner or Contractor and their respective employees, agents, and subcontractors, and agree that all insurance carried by either of them shall contain a clause or otherwise provide that the insurer waives its right of subrogation against the other party. Each party to this Agreement shall give to each insurance company which has issued to it one or more policies of insurance required by this Agreement notice of the provisions of this paragraph and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance by reason of the provisions of this paragraph.

5. Contract Price and Payments.

5.1 Contract Price. In consideration of Contractor's performance of the Work necessary for the completion of the Project and subject to the terms of Section 12.17, Owner shall pay Contractor the sum of Six Million, Five Hundred Thousand Dollars ($6,500,000.00) (herein the "Contract Price"), in accordance with the provisions of this Section 5.

5.2 Concerning Payment of the Contract Price. The following provisions shall apply to payment of the Contract Price:

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5.2.1. Owner's Contingency. The Owner's contingency for the Project is Three Hundred Fifty-Six Thousand, One Hundred, Twenty-Four Dollars ($356,124.00), which is included within the Contract Price (herein, the "Contingency" or "Contingency Fund(s)"). The Owner's Contingency Fund shall be used solely for Work or services that are not included within Exhibit A to this Agreement, unless expressly noted as such within Exhibit A. The Owner shall direct ESG to utilize Contingency herein through the issuance of a mutually signed, written Change Order, and any such Change Order shall detail the Change Order's impact to and resulting, then-current balance of the Owner's Contingency Fund.

Unless otherwise agreed in writing via a Change Order or other amendment or modification to this Agreement made in accordance with Section 12.11, below, any expenditure made to complete the Work that exceeds the total amount of the Contract Price, excluding Contingency Funds, shall be the responsibility of the Contractor. The Owner shall retain any amount(s) that remain if any within its Contingency Fund at Final Acceptance of the Project.

5.2.2 Applications for Payment. Payment of the Contract Price shall be made in installments based upon Contractor's progress in completing the installation of the Project, in accordance with Schedule 4 attached which depict anticipated payments. The first payment, however, shall not be due until such time as notice to proceed is issued as described in Section 12.17 below. The first payment shown on Schedule 4 is intended to compensate Contractor for its pre-construction services, including preparation of the DEE pursuant to the parties' PDA, as well as any Work performed prior to the execution of this Agreement in an amount equal to approximately twenty-five percent (25%) of the Contract Price, or One Million, Six Hundred Twenty-Five Thousand Dollars ($1,625,000.00). Such initial payment shall reimburse Contractor for Work and services performed prior to the execution of this Agreement, which includes services associated with the preliminary development of designs and the solicitation, selection, and evaluation of prospective subcontractors and their proposed bids. Subsequent payments as depicted in Schedule 4 shall be based upon actual performance as of the invoice date, and the anticipated bill amounts depicted on Schedule 4 are merely estimates. All subsequent invoices shall be

invoiced on the first Monday of each month during the term of this Agreement and payable within thirty (30) days of receipt.

5.2.3 Completion and Inspection; Acceptance. When Contractor reasonably believes that an ECM, a Facility or the entire Project is complete, it shall notify Owner that such ECM, Facility or the entire Project is ready for inspection and acceptance. Within five business days following such notification, Owner shall commence to conduct such inspections as it deems necessary or appropriate in order to determine that the ECM, Facility, or the entire Project, as the case may be, is free from defects and that the installation of the ECM, Facility, or the entire Project, as the case may be, has been completed in conformity with the Contract Documents. If any aspect of the ECM, Facility, or the entire Project, as the case may be, shall be incomplete as of the date of such inspection, Owner shall notify Contractor in writing as to the items that render the ECM, Facility, or the entire Project, as the case may be, incomplete (such writing herein referred to as the "Punch List").

Contractor shall, at its expense and without further cost to Owner, undertake to perform such work as will complete the Punch List in compliance with the Contract Documents as soon as practicable. Contractor retains the right to dispute that an item or items on the Punch List is required by the Contract Documents. If Contractor does not satisfactorily complete the Punch List by a date 30 days following Owner's submission of the Punch List (herein the "Completion Date"), Owner shall have the right to order Contractor to stop any further work in respect of the particular ECM, Facility, or the entire Project, as the case may be, and Owner shall be entitled to complete the Punch List. In such event, Contractor shall be responsible for all costs incurred by Owner in completing the Punch List and Owner shall have the right to deduct all costs from any payment then or thereafter due to Contractor. If such cost exceeds the balance of the Contract Price then or thereafter due Contractor, Contractor shall pay such excess to Owner within 10 days following Owner's demand therefor.

Owner will give Contractor prompt written notice of acceptance of the entire Project, as the case may be, in the form of Schedule 2 (herein the "Final Acceptance"), when the following conditions have been met:

A. Contractor shall have completed the Punch List to Owner's reasonable satisfaction and Contractor shall have corrected any other non-conforming items or condition, if any, reported to it by Owner;
B. Contractor shall have furnished to Owner's reasonable satisfaction, evidence that all equipment and labor costs incurred or accrued in connection with a particular ECM or Facility have been paid; and
C. Contractor shall have delivered to Owner all drawings and documents required to be furnished by Contractor pursuant to the Contract Documents.

If Owner is required to complete the Punch List, the date of Final Acceptance shall be extended to the date upon which the Project is completed by Owner, or any person retained by Owner, in accordance with the Contract Documents.

Contractor may request partial acceptance of designated portions of the Project in the same manner as above in the form of the Partial Acceptance Certificate attached hereto as Schedule 3.

5.2.4 Final Payment. Any sums due and owing in respect of the Contract Price shall be payable to Contractor within 30 calendar days after the date Owner gives written notice of its Final Acceptance of the entire Project.

6. Independent Contractor. It is understood and agreed by the parties hereto that Contractor shall perform the Project according to its own means and methods and shall for all purposes be an independent contractor. All persons employed by Contractor in connection with the Project shall be paid directly by Contractor, and shall be subject to Contractor's orders and supervision.

7. Inspection; Defective Work. Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Owner. It shall, within forty-eight (48) hours after receiving written notice from Owner to that effect, proceed to remove from the Facilities all materials that fail to conform to the Contract Documents.

8. Termination.

8.1 Owner's Right to Terminate. Should Contractor fail to perform any material term or condition of the Contract Documents, Owner shall be at liberty, after thirty (30) days written notice to Contractor and Contractor's failure to remedy the problem within that time period, to terminate this Agreement and to enter upon the Facilities and take possession of the equipment and materials for the purpose of completing the work to be done under this Contract, to use all materials of Contractor available for such work, and to employ any other person or persons to finish the work and to provide such additional materials therefor as may be necessary; and in case of such termination of the employment of Contractor, Contractor shall not be entitled to receive any further payment under this Contract after the date of the termination herein. After the Owner has completed the Project, any amounts reasonably due to the Contractor for services or materials not previously paid as of the date the Contractor was terminated shall be satisfied. The expenses incurred by Owner or its agents or representatives as herein provided, either for the furnishing of materials or for finishing the work, and any damage incurred through such fault of Contractor shall be certified by Owner, and payment shall be made upon such certification by the financing proceeds originally intended for the Contractor.

8.2 Contractor's Right to Terminate or Stop Work. Should Owner fail to perform any material term or condition of the Contract Documents, Contractor shall be at liberty, after thirty (30) days written notice to Owner and Owner's failure to remedy the problem within that time period, to terminate this Agreement or stop work. If Contractor elects to stop work, Contractor shall not be required to recommence work until such time as Owner has completely remedied its breach.

9. Delays. Should Contractor be obstructed or delayed in the prosecution or completion of the Project by the act, negligence, delay, or default of Owner or by any other damage, act or cause beyond the reasonable control of Contractor or any subcontractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of such event. If Contractor is delayed by actions or inactions of Owner, Owner shall reimburse Contractor for its additional costs incurred as a result of such delay.

10. Contractor to Furnish Required Statements. Contractor shall provide Owner with all statements, affidavits, waivers, and other instruments required by state or federal law or regulation or by local ordinances or rules, at such times and in the form required by said laws, regulations, ordinances, or rules, and Contractor hereby acknowledges receipt of notice from Owner to furnish same.

11. Nondiscrimination in Hiring Employees. Since this Contract involves the construction, alteration, or repair of a public building or public work, Contractor agrees that in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, Contractor, subcontractor or any person acting on behalf of Contractor or subcontractor shall not, by reason of race, religion, color, sex, national origin, military status, or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates, and that Contractor, a subcontractor, or any person on his or their behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin, military status, or ancestry. Breach of this provision may be regarded as a material breach of this Contract.

12. Miscellaneous Provisions.

12.1. Compliance with Indiana Code § 5-16-13, et seq. Contractor shall perform Work associated with this Project as a "Tier 1" contractor and in compliance with IC § 5-16-13, et seq. Contractor represents and warrants its compliance with other laws identified within IC § 5-16-13-11.

12.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

12.3. Allocation of IRC 179D or Similar Income Tax Deduction Benefits. As a result of ESG's design and implementation of this Project, a federal income tax deduction under Section 179D of the Internal Revenue Code ("IRC 179D") may become available to ESG as the party primarily responsible for designing energy efficiency improvements implemented at Owner's Facilities. Congress provided in IRC 179D(d)(4) for government owners, which do not pay income tax and are thus ineligible to use this deduction, to allocate the deduction to the party primarily responsible for designing the energy efficiency improvements, here ESG. Owner hereby agrees to allocate to ESG such deduction and any similar deduction enacted by Congress to replace IRC

179D. Owner agrees to cooperate with ESG by executing annually during the construction of the Measures, and promptly returning to ESG, a written allocation and declaration required by IRC 179D. ESG will prepare and is solely responsible for the accuracy of any allocation documents and all accompanying documentation supplied for Owner's signature. Notwithstanding anything to the contrary herein, Owner makes no representation concerning the availability or applicability of any such tax deduction benefits or of their ability to be allocated to or claimed by ESG. ESG assumes all risk related to such allocation and deduction required by IRC 179D and all indemnification rights that are provided by Contractor in favor of the County described in this Agreement shall apply to any risk or exposure created by the actions requested by the Owner in this section.

12.4. Notices. Unless otherwise specifically provided herein, any notice, consent, request, demand, report or statement (herein "Notice"), which is required or permitted to be given to or served upon either party hereto by the other party hereto under any of the provisions of this Agreement shall be in writing and deemed to be duly delivered when (i) personally delivered to Contractor, or personally delivered to Owner in the case of a Notice to be given to Owner, or (ii) deposited in the United States mail, registered or certified, postage prepaid, and properly addressed as follows:

If to Owner:	Roger Emmons, Administrator Warrick County Commissioners 107 W. Locust Street, Suite 301 Warrick County Courthouse Boonville, IN 47601
With copy to:	Todd Glass, Warrick County Attorney Fine & Hatfield, P.C. 520 N.W. Second Street P.O. Box 779 Evansville, IN 47705-0779
If to Contractor:	Gregory F. Collins, President Energy Systems Group LLC 9677 Eastgate Court Newburgh, Indiana 47630

Either party may change its address or its designated representative for receipt of notices by submitting a notice in compliance with this Section.

If Owner has questions about billing, invoices or any other accounting or related administrative issues, it can make contact (which will not constitute Notice) with:

Drew E. Bailey, Vice President, Finance & Accounting
Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630
(812) 492-3754
dbailey@energysystemsgroup.com

12.5. Claims for Damages. Any claims by either party hereto for bodily injury or damage to personal property caused by any act or omission of the other party hereto or by any of such party's employees or agents or others for whose acts it is legally liable shall be made in writing to such other party within a reasonable time after the occurrence or first knowledge of such injury or damage, or as required by Indiana law.

12.6. Assignment. Neither party shall assign, transfer, pledge, or grant any security interest in, or otherwise dispose of, this Agreement or the equipment or any interest in this Agreement or the Equipment without first obtaining the other party's written consent. Subject to the foregoing, this Agreement shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

12.7. Waivers. The failure of either party hereto to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such rights unless such waiver is in writing and signed by both parties.

12.8. Remedies Cumulative. Each remedy provided for by the Contract shall be cumulative and in addition to every other remedy provided for herein, by law or in equity. Upon the occurrence of a default, hereunder, either party, or its assignee, may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Agreement, and (ii) recover damage for breach of this Agreement. Notwithstanding the exercise of any right, remedy or privilege, the parties shall remain liable for all covenants and indemnities under this Agreement.

12.9. Tests. If the Contract Documents or the laws, ordinances, rules, or regulations of any public authority having appropriate jurisdiction require inspection, testing, or approval of any of the work, Contractor shall give Owner timely notice of Contractor's readiness for such inspection, testing, or approval and of the date thereof so that Owner may be present to observe such inspection,

testing, or approval by such public authority. Contractor shall be responsible for and pay all costs for any such inspection, testing, or approval unless otherwise provided for herein. All required licenses, permits, or certificates applicable to any such inspection, testing, or approval shall be obtained by Contractor and promptly delivered to Owner.

12.10. Hazardous Materials. Contractor agrees that neither it, or any of its agents, employees, or subcontractors, shall cause or permit any Hazardous Materials to be brought into the Facilities, or onto the property thereof without providing advance written notice and receiving written approval therefor, and that failing to do so shall result in the Contractor's indemnification for any costs associated with cleanup, fines, personal injury (including death), or any other liability associated therewith. Unless otherwise agreed in writing Contractor is not obligated to remove, treat, abate, remediate, handle, contain or otherwise take any action with respect to any Hazardous Materials that may be encountered in the course of the Project. If during the performance of the services related to the Project, the presence of Hazardous Materials is discovered or reasonably suspected, Contractor shall notify Owner in writing of such discovery or suspicion and shall be permitted to immediately cease all work that may require contact with or exposure to such Hazardous Materials until Owner has inspected the same and Owner has made arrangements for the removal of the same at its expense. Contractor shall be entitled to an extension of the time fixed for the completion of the Project equivalent to the time required to remediate such Hazardous Material, during which time the payment schedule shall also be suspended. "Hazardous Material" includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities including, without limitation, asbestos, mold, lead paint and soil or water contamination of any kind, unless expressly included within the Scope of Work.

12.11. Amendments. No amendment, supplement, or modification hereof shall be effective for any purpose unless the same is in writing and signed by both parties hereto.

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

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

must execute an affidavit affirming that the Contractor does not knowingly employ an unauthorized alien, that it will not permit any subcontractor to employ an unauthorized alien, and confirming Contractor's enrollment, along with any subcontractor retained, in the Program, unless the Program no longer exists, shall be filed with the County prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is delivered to the County.

12.14. Entire Agreement. This Agreement, together with the Contract Documents, represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements whether written or oral

12.15. Review by Counsel. This Contract has been reviewed by each party's respective counsel of its own selection, who has issued an opinion consistent with the form Opinion of Owner's Counsel, identified within Exhibit C, hereto.

12.16. Authority to Execute Contract. This Contract is executed by Owner pursuant to a resolution of the Owner duly adopted at its regular meeting called and held on the 14th day of May, 2018.

12.17. Notice to Proceed, Contingency of Financial Closing. ESG agrees that it shall not proceed with on-site Work unless and until the Owner issues ESG a written notice to proceed. ESG understands it may not receive a notice to proceed with on-site Work until such time as the Owner has closed on a transaction securing funding sources associated with the Project; provided, however, that if the Owner does not provide ESG with a notice to proceed on or before August 31, 2018, the parties agree that ESG shall have the right, but not the obligation, to terminate the Agreement.

Unless and until the Owner issues to ESG a written notice to proceed with the entire Scope of Work, ESG agrees that it shall not be entitled to receive any portion of the Contract Sum. ESG's performance of any off-site Work prior to receipt of the Owner's written notice to proceed pursuant to this Section 12.17 shall be performed at ESG's sole discretion and risk.

12.18. Signatories' Authority. The individuals below have the power and authority to execute this Agreement on behalf of the entities they represent.

[The parties' signatures appear on the following page.]

WARRICK COUNTY, INDIANA

By _____
Dan Saylor

Its County Commissioner President

By _____
Robert H. Johnson, Jr.

Its County Commissioner Vice-President

By _____
Marlin Weisheit

Its County Commissioner Member

APPROVED AS TO FORM:

Todd Glass, Warrick County Attorney

ATTEST:

Deborah Stevens, Warrick County Auditor

ENERGY SYSTEMS GROUP, LLC

By _____
Steven D. Pride

Its Senior Vice President

APPROVED AS TO FORM:

5-14-18

Kyle Rudolph, ESG Attorney

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EXHIBIT L

GOVERNMENT AUTHORIZING RESOLUTION

WHEREAS, the **Warrick County, Indiana** (the "Government") desires to finance the acquisition of **tractor and mower** to be provided by **Deere & Company** pursuant to an agreement between the Government and **Deere & Company** dated January 30, 2018 by entering into an Installment Purchase Agreement (the "Installment Purchase Agreement") with Old National Bank (the "ONB") to assist in the funding of the Government's strategic plan (the "Financing");

WHEREAS, the Government has complied with all applicable public bidding laws of the State of Indiana; and

NOW THEREFORE, be it resolved by the **Warrick County Board of Commissioners** of the Government as follows:

1. The entering into an Installment Purchase Agreement with ONB is hereby approved subject to the following limitations: (a) the aggregate principal amount shall not exceed $103,587.16; (b) the per annum interest rate shall not exceed 2.65%; and (c) installment payments shall be made semi-annually commencing July 1, 2018 with the final payment being due not later than January 1, 2021.

2. There is hereby delegated to Dan Saylor in his capacity as **Board of Commissioners President** of the Government (the "**Board of Commissioners President**") the power and authority of this **Warrick County Board of Commissioners** to take any action as may be determined by such party to be appropriate or necessary to carry out the Financing and this resolution, such determination to be conclusively evidenced by such party's taking of such action.

3. The **Board of Commissioners President** is hereby authorized, for and on behalf of the Government, to execute and deliver any contract, agreement, certificate or other instrument or to take any other action determined by him to be appropriate or necessary to carry out the Financing, such determination to be conclusively evidenced by such officer's or **Board of Commissioners President's** having executed such contract, agreement, certificate or other instrument or having taken such other action, and any execution of any such contract, agreement, certificate or other instrument and any taking of any such other action heretofore effective is hereby ratified and approved.

ADOPTED this 24th day of April, 2018.

By: _____
Name: Dan Saylor
Title: Commissioner, President

By: _____
Name: Bob Johnson
Title: Commissioner, Vice President

By: _____
Name: Marlin Weisheit
Title: Commissioner