WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
May 14, 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

WARRICK COUNTY TRAILS 5K RUN AT VICTORIA

Commissioner Saylor: Thank you. Welcome, everybody. First thing, I'd like to make an announcement. Next Saturday, is that right Mr. Meyer?

Mr. Meyer: Yeah.

Commissioner Saylor: Next Saturday is our Warrick County Trails 5K Run at Victoria. So, I don't participate in that, in the run as you can see. I just broke a chair back there. The guy back there in the green shirt participates and look at him. So, so that just goes to show you, you probably need to participate.

Mr. Meyer: You're not telling the whole story, because you do participate. It's just on the golf cart.

Commissioner Saylor: That's a fact. If not, I'll be leaving in an ambulance. So, alright, the first item, thank you, the first item up on the agenda is our Public Hearing. So, I will recess the Regular Commissioners' Meeting and go…

Commissioner Weisheit: Mo…I make a motion to recess.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor?

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0). So, we will start the Public Hearing.

Roger Emmons: Carol Hagedorn with the Coalition is here to help the Public Hearing. (*Meeting was recessed at 4:02 PM)*

PUBLIC HEARING
WARRICK HISTORIC JAIL HISTORIC PRESERVATION
PUBLIC FACILITIES PROGRAM – PUBLIC HEARING 1
LEAD BY CAROL HAGEDORN – ECONOMIC DEVELOPMENT COALITION

(The Public Hearing was lead, recorded, and transcribed verbatim by Carol Hagedorn with the Economic Development Coalition).

Commissioner Weisheit: Make a motion to adjourn the Public Hearing.

Commissioner Saylor: Is there a second?

Commissioner Johnson: I'll second.

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

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries. *(3-0 with Commissioners' Meeting reconvening at 4:21 PM).*

Commissioner Weisheit: Thank you.

Roger Emmons: Thank you, Carol.

Todd Glass: Uh huh, and there's no action needed.

AREA PLAN COMMISSION
REZONING PETITIONS
PC-R-18-03
ORDINANCE 2018-10

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

Sherri Rector: Okay. Thank you. The first few items are Rezoning Petitions. The first one (1) is PC-R-18-03, Petition of Roberts Investment Holdings by Clint Roberts, President, Owner. Towhee Corporation by Bruce H. Baker, Treasurer, to rezone two (2) acres located on the north side of State Road 62 approximately one hundred fifty (150) feet east of the intersection of Birkshire Drive and State Road 62 from, A, Agriculture to, C-4, General Commercial Zoning with a Use and Development Commitment. It's located in Boon Township. It was a unanimous recommendation by the Area Plan Commission for approval. This will be County Commissioner Ordinance 2018-10. The Use and Development that will get recorded and cross-referenced with this, it basically states there will be no type of business with alcohol. No restaurants or bars or anything like that. And it's in order.

Commissioner Saylor: Okay. Is there anybody…?

Jim Morley, Jr.: Jim Morley, Jr., Project Engineer. So they, the little exhibit I gave you just shows where this site is. So, as you're leaving Chandler headed towards Boonville on State Road 62 right at the east end of town there's the trailer park and that's what you see kind of here on the left hand side of that sheet. And this is the owner. He has the Supercuts Lawncare Facility right here. And this gives him the opportunity to expand his business by growing on to another piece of property. So that's the reason for the rezoning.

Commissioner Saylor: Okay. Alright. Any other questions for Jim? Is there anybody in the audience that wants to speak for or against this? Okay. Alright, do I have a motion?

Commissioner Weisheit: That's an Ordinance number, right?

Roger Emmons: 2018-10.

Commissioner Saylor: 2018-10.

Commissioner Weisheit: I make a motion to approve Ordinance 2018-10.

Commissioner Saylor: Is there a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit and Commissioner Johnson: Aye.

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

Jim Morley, Jr.: Thank you.

Commissioner Weisheit: Thank you, Jim.

(PC-R-18-03, Ordinance 2018-10, is located on Pages 29 through 30 of these Official Minutes)

PC-R-18-04

Sherri Rector: The second one (1) listed is PC-R-18-04, Petition of Maken Corporation by Daniel Ubelhor, President. We do have an email requesting that this be continued until your June 11th meeting.

Commissioner Weisheit: Motion to continue.

Commissioner Saylor: Second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

PC-R-18-05
ORDINANCE 2018-11

Sherri Rector: The third one (1) is PC-R-18-05, Petition of SMI RV Parts and Accessories, INC, by Pete Schuck, President, to rezone one point one-five (1.15) acres located on the west side of State Road 66, approximately two hundred and fifty (250) feet north of the intersection formed by Loehr Road and State Road 66 from, A, Agriculture to, C-3, Highway Commercial in Ohio Township. It was a unanimous recommendation of approval by the Plan Commission at their April 9, 2018 meeting. And I believe that this is just an expansion of his business also.

Jim Morley, Jr.: Jim Morley, Jr., Project Engineer. And so the exhibit I just passed out to you, you see Lincoln Avenue across the top and Highway 66 kind of coming down through a diagonal, and kind of that green triangle is where they're wanting to rezone. They have the business directly to the south of there. And they want to expand their business and they need to rezone this property to allow for the expansion.

Commissioner Saylor: Board have any questions? Anybody from the audience have any comment, pro or against this project? Okay. Do I have a motion?

Sherri Rector: 2018-11.

Todd Glass: May I interrupt for a second? We...

Kristine Georges: Oh, that's right, yes.

Todd Glass: We were already reserving 2018-11 for the Resolution approving the Local Income Tax Pledge by the County Council. So...

Kristine Georges: Um...

Roger Emmons: That's a Resolution.

Kristine Georges: Yeah, that's a Resolution.

Todd Glass: Is that a Resolution?

Kristine Georges: Yes.

Todd Glass: Do we have the Ordinance?

Kristine Georges: No, the Ordinance that you have is 2018-09 for the Capital Improvement Plan.

Todd Glass: So we're good. We're good.

Kristine Georges: Yes. You're good.

Todd Glass: Thank you.

Kristine Georges: Sorry.

Commissioner Weisheit: I make a motion to approve Ordinance 2018-11.

Todd Glass: Thank you.

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).

Jim Morley, Jr.: Thank you very much.

(PC-R-18-05, Ordinance 2018-11, is located on Pages 30 through 31 of these Official Minutes)

PC-R-18-06
ORDINANCE 2018-12

Sherri Rector: And the last rezoning today is PC-R-18-06, Petition of Chris A. and Alicia Gilkey by Chris Gilkey to rezone one point four one (1.41) acres located on the west side of State Road 261. A distance of zero (0) feet northwest of the intersection formed by State Road 261 and Vann Road from, R-O, Residential Office and, R-1, One Family Dwelling to, C-1, Neighborhood Commercial Zoning District with a Use and Development Commitment. This was a recommendation of four (four) to one (1) in favor of the rezoning at the Area Planning Commission Meeting on April 9th. As you're aware, you were supplied, as with all the rezoning, a Certified Rezoning Report of the Planning Commission meeting that had the minutes and actions and the statement by our attorney on the Public Hearing.

Jim Morley, Jr.: Jim Morley, Jr., Project Engineer. So this one (1) has a little bit of a story that goes with it. Everybody likes a good story, right? So this property was originally rezoned in 2014 for an, R-O Zoning, and at the time that allowed for clinics, offices, engineers, accountants, stuff like that, professional offices, and some residential and that kind of thing. And so my client, Mr., Dr. Gilkey had the property rezoned back then. It was a unanimous approval for the rezoning recommendation. And then in 2016, the Warrick County Zoning Code was changed and the offices were taken out of the, R-O Zone, and while it was probably ran as a legal ad in the paper, Dr. Gilkey, didn't read that portion of the paper. Either way, wasn't aware of the change otherwise he would have been here to say, wait a minute, time out. I've got a project I want to do in that zoning. Either way, the zoning was changed, or what was allowed in the zoning was changed. And therefore that's why we're here today, is, we're trying to get back to where we were in 2014. So the, the lowest zoning we could do with the Use and Development Commitment is what we've asked for. And we're trying to mimic as close as we can to what we had in 2014 and that way he can build a clinic there. The, the site was in front of you all's Drainage Board last month. It received approval from the Drainage Board last month. Received a

positive recommendation from the Planning Commission last month. If you all will remember right, you did not have to act on the Commercial Drive because it's going to access INDOT, an INDOT highway instead of a Warrick County road. And so we will need INDOT approval for the drive. But I believe we had a brief enough of a conversation to relay to you that the intent is to put the entrance right at the signalized intersection, creating as safe of an access point as we can. We'll have to redo some signal heads and do a traffic study to make that happen. But we felt like that was the best place to access this piece of property from. And so that kind of gives you a background on the approvals that have been given to date. In this vicinity of State Road 261 from, really from State Road, from (HWY) 62, I'm sorry, from (HWY) 66 all the way up to and a little bit past Vann Road, anything that accesses State Road 261 directly is either a commercial drive or an institutional drive. So it's either a business, school, or it's a school facility of some type. So there aren't in this area, there aren't any residential houses that access out onto the highway. And part of that is probably because there's, there's about sixteen thousand (16,000) cars a day that drive on this section of (HWY) 261. And while that's a great thing to have if you're a commercial site, it's probably not the world's most preferred if you're a residential house to have that many people driving in front of your house each day. So, we feel like that it is a good use of the property to rezone it this way. Not only does it get back to where we were in 2014, it also is in keeping with the types of projects that access directly onto State Road 261. And this property was never part of the residential subdivision around it. Old Hickory was platted all the way around this piece of property. This was never, never a part of Old Hickory. We think it's a good use of the property. I'm sure there's some folks here that want to talk to you about that also. But we would ask for your approval of the rezoning so that we can get back to where we were.

Commissioner Saylor: Anybody have any questions from the Board?

Roger Emmons: Good job, Jim.

Commissioner Saylor: Anybody from the audience that wants to speak for or against this? Come up, state your name and address for the record please.

Charles Venditti: Good afternoon, I'm Charles Venditti at 3411 Pine Ridge Drive in Newburgh. I live in the Old Hickory Subdivision. I'd like to address two (2) things this afternoon. First of all, the idea of getting back to where Dr. Gilkey's property was zoned originally, from my understanding, that was originally zoned as one (1) building and one (1) piece of property that was going to look like a house. Today from what I have seen, there's two (2) buildings proposed for that location. So this does not get back to the original location and the original zoning in the original plan. It's a different plan, different layout. Okay, the second thing I'd like to address this afternoon, if you go back to the minutes from the Area Planning Commission, the attorney was very clear that only facts and data supporting the case can be considered. With that being said, we as homeowners were told that our assumption that this change in zoning would affect our home value, this was invalid. So I therefore submit to you guys for your consideration then that making the opposite assumption that home values will not be affected is equally invalid. And so I suggest to put us as homeowners at ease that our home value will not be affected. We do a study and just look and see, what does the data tell us? Is it going to affect our home values or not? And with that I relinquish, thank you.

Commissioner Weisheit: Thank you.

Commissioner Saylor: Anyone else? Come on up.

Randy Beckort: Randy Beckort. I live at 3511 Crossgate.

Commissioner Saylor: I'm sorry, what's your first name?

Randy Beckort: Randy Beckort.

Commissioner Saylor: Okay, thanks, Randy.

Randy Beckort: And Mr. Gilkey told me the same thing that it would be a house, one (1) business and everything, and now he's proposed a huge parking lot and two buildings. And I live at the house down below, and I want to know, I've been in the construction business for forty (40) some years. When these big storms come through like we've had and all that mud comes down through and destroys all my landscaping, white fence, and everything, is he going to be responsible for all this? Or am I going to be responsible for all this? Cause when you're doing that much construction, and you know, I mean cause it's going to be up on a hill. It's going to be a lot of mud. I mean the last time you did a road job, it destroyed Mr. Barisano's pool twice. So, I want to know who's going to be responsible to have all my property cleaned back up? Or if it's going to be my responsibility.

Commissioner Saylor: Randy, you said the road and the pool, was that the State? That wasn't County, right? That was State Highway?

Randy Beckort: That was State. I mean it...

Commissioner Saylor: Okay, okay. Just wanted for the record, I want to make sure...

Randy Beckort: It, it, it flooded Mr. Barisano's pool twice and they even had to replace the liner. And this job here is going to be moved over to where I'm at. I mean, yeah, you can put up that canvas barrier, but if you know anything about construction or anything, yes, it will hold part of it. But if we get a gully washer, it ain't going to hold. It's going to wind up in my backyard. And I've just had a new vinyl fence put in, had some landscaping put in, and if that destroys that, I'm going to be out a bunch of money.

Commissioner Saylor: Randy, is that your house there, Sir? Is that you? Or is that you?

Randy Beckort: That's me.

Commissioner Saylor: Right there?

Randy Beckort: Yeah, when the (inaudible) comes down, this is a low spot. It all goes...

Commissioner Saylor: It all goes that way.

Randy Beckort: Yes.

Commissioner Saylor: Okay.

Randy Beckort: Like I said, I've been in construction business for forty-seven (47) years or so. That's the question I'd like to know.

Commissioner Saylor: Well, I, I don't, I don't know, Jim, do you want to address that?

Jim Morley, Jr.: I will when I come back up there.

Commissioner Saylor: Okay. Okay, I understand that.

Randy Beckort: My thing was, that was one (1) building. It was going to look like a house. But now we've got two (2) big buildings plus a huge parking lot. So, kind of changed from what I was told eleven (11) years ago when I moved here. Thank you.

Commissioner Saylor: Thank you, Randy. Is there somebody...? State your name or address for the record.

Nancy Hall: My name is Nancy Hall and I live at 7942 Sandalwood Drive in Newburgh. And I just wanted to say that for selfish reasons I want a better facility to exercise in and for therapy. I've recently lost almost three hundred (300) pounds and for four (4) years now, I've been exercising on the, at his clinic and that was vital to my weight loss. And so I need the good therapy sessions, and I need a good place. So, I want expansion on that. And then, I know the neighbors are concerned about parking and the lights and noise. But they don't have any noise problems now. And they don't have people parking on their lot now causing a ruckus. And we went through the neighborhood the other night and we pulled onto the street and the first words out of my mouth was, "Oh, my gosh, those lights are blinding me!" It was the lights from the Castle football field. And know his parking lot lights aren't going to be nearly that bad and the parking lot will be paved and they'll keep their parking lot, their landscaping will be nice because we, the Evansville Teacher's Federal Credit Union was in our back yard for twenty-three (23) years when we lived in Evansville. You couldn't have asked for better neighbors. They kept their place nice and the traffic in there all day long, my kids played in the back yard when they were little. I never had to worry about anything. And so I think that you'll find they'll be very, very good neighbors and be respectful and keep the property nice. And I know they're concerned about pulling in and out and traffic. They're going to have a light, and for me, it's going to be much safer pulling in, out, in and out with a light than it's going to be out of the subdivision just a few feet down the road when there is no light. Cause I probably put a hundred (100) miles on my car going up and down that road every week. And I look and I think, why are those people trying to turn left in all this traffic? Why don't they turn right, go down there and make a circle and come back and then come back up to Castle. You know, so they don't get hit. That's, that's what I would do. But the in and out traffic's going to be so much better with a stoplight and I think, I think it's going to be a good deal for everyone. So that's all I wanted to say. Thank you.

Commissioner Weisheit: Thank you.

Commissioner Saylor: Thank you, Nancy. Anyone else, come up and address the Board. State your name and record or your address for the record please.

Donna Lakey: I'm Donna Lakey. I live in Old Hickory, 7...7699 Liberty Court. I'm here as a resident of Old Hickory. I'm also here representing HOA Board. I brought this up the last time. There are multiple reasons why we prefer this not be brought into our neighborhood. Number one (1), the proximity of the building to the residences around it are really going to be close. You know, these people are going to be right over the back fence. The privacy that they currently have will no longer last. I don't know about you and your own home situation, but that, having privacy is pretty valuable. But the thing that is most important to me is the traffic, the increase in traffic. Irrespective of what you're hearing about a traffic light, or a left turn lane or whatever, we have an enormous amount of traffic. Saturday afternoon I was making a left turn out of Old Hickory going north at 5:10 (PM). Now that's the time of day on Saturday you wouldn't think there'd be that much traffic because it was a Saturday and it wasn't during the work week. I had to wait and wait and wait to get out. What we're talking about doing is increasing the traffic flow. And if you have visited that area during the time of day school begins and the school ends, I believe Sheriff Kruse will validate that we see a lot of driving that's inappropriate. And we have a lot of accidents. And between Highway 66 and 261, that intersection, if you go up to Oak Grove or even past the middle school, there is a tremendous amount of traffic. You have a lot of people turning left into the drug stores, into the Credit Union. And what we're talking, what you all are talking about doing then is approving a situation where we're going to have more stop and go, more turning. What we're going to have is a bad situation there and we're probably going to have a casualty. Who wants to bear the responsibility? And the water, irrespective of what is being proposed on the drainage, you know, I asked this question, I didn't get to ask this question last time, the last time. I really wanted to know in addition to the Bonefish Grill area in Evansville, where else is this proposed drainage system that Mr. Morley is suggesting? I...when water runs downhill, and believe me in this location it's going to be running downhill, you can't stop water running downhill. And when you have some of these heavy, hard moving rains that we have had in the last few years, it's hard for me to believe, and anybody else living in Old Hickory, that you're going to be able to control that. I guess we'll see. You know I just ask you to consider, instead of approving this today, delaying it for some additional study. We're talking about people's homes and people's lives there. We'd just like to be given as much time as the petitioner had for preparation. We did not have that, and that would have been pretty nice.

Commissioner Saylor: Thank you. Anyone else? Anyone else? Jim, you want to come up?

Jim Morley, Jr.: So, I took the best notes I could, so I'll try to work my way through them. Fair enough? The, the first gentleman that came forward spoke of a zoning that was only a one (1) building zoning verses and multiple building zoning. Our zonings don't, they don't stipulate numbers of buildings. They stipulate a land use and that's why we're here tonight, is to seek a land use. We're not, we're not seeking a number of buildings tonight or anything like that. We're seeking a land use tonight and the land use that we've forwarded, is the, is a land use that's as close to the original use as we could get it to get the use of the building commitment. And so that is not something, that is not a

correct statement to say it was only a one (1) zoning building or only a one (1) building zoning before. It was a land use that basically matches the land use we're asking for tonight. The, at the Area Plan Commission meeting, there was one (1) other remonstrator that stood up and said that, that the reason he was okay with it in 2014 was that the R-O Zoning would not have a negative impact on his property values. If the R-O Zoning didn't have a negative impact, I don't know how this has a negative impact given the fact that it is the same, it allows the same things. And it's a, it's spelled with a 'C' instead of an 'R' but that's only on a land use map that shows up in the Plan Commission Office. Other than that, it's all the same as far as how it can be used or anything like that. There's also some talk about, you know, what the building would look like. You know, from my conversations that I have had with my client, he wants to build a building that's in keeping with, that's in architectural keeping with the area. I don't expect to see some real modern building there. He has no reason to light up their backyards. Why would you want to do that? He wants to be a good neighbor also. I mean, he's in a business. He's in a service industry. And so if he does something that makes all those people mad by lighting up their backyard or playing a stereo real loud, well that will make it onto Facebook or Twitter or something like that and that will go against his clients. And so he has no reason but to be a good neighbor. There was a question about erosion control and drainage. Both, the erosion control plan, and I believe the erosion control plan has already been approved and the drainage has been approved. And I've spoken with my client already about the importance of that. That, that is again, I personally as the engineer on the project, Dr. Gilkey's the owner, he doesn't want to see anyone harmed out of this deal. So, we've talked about the importance of controlling that erosion, of controlling the drainage, and making sure that is all done appropriately. The, the, the woman that came forward, she said that, you know, she didn't want this to be a part of their neighborhood. She said she didn't want this in their neighborhood. It's not in their neighborhood. It's never been in their neighborhood. Their neighborhood was build all the way around this piece of property. So this property has never been a part of their neighborhood and is cut off. It's always been separate and it's a totally different access system. Their neighborhood accesses internal subdivision streets. This piece of property that was never part of their project accesses directly to State Road 261. She talked about, it, not only is it by plat not a part of their neighborhood, I won't say all of them, but the majority of them have privacy fences between their houses and this piece of property. And so from a privacy standpoint, I can tell you at my office, I don't go hang out behind my office in the evenings. And you know, when it's time to go home, you turn the lights off and you go home. It's pretty quiet behind my office building at the end of the day. So I think they would be a good neighbor. She spoke of causing a great traffic problem. At sixteen thousand (16,000) cars a day, if you add a hundred and sixty (160) cars, that's one percent (1%). And so I think we're talking about a negligible traffic change. But on the off chance that it is, let's say it is a traffic change, we have to have approval from INDOT to allow for that entrance as part of that process. We have to do a traffic impact study and site distance analysis, signal analysis, signal design, signal easements. So it's a very detailed process that we'll go through with INDOT. I believe the project we've presented to you today with the joint access in the middle, is considerably better than one (1) in which you would have one (1) lot with the access all the way to the north end of the project where there's no turn lane to get over and waiting and as you're waiting to turn. So, I feel like we've brought to you a safer project. She spoke of drainage and safety problems. But we've never heard of any expert analysis to, to substantiate those claims. Only statements made by non-trained individuals in that. Talked about rock beds, we've used rock beds a whole slew of places. There in front of Bonefish Grill, they're underneath the Toyota parking lot. They're underneath, underneath the parking lot at the old Nagasaki Restaurant on the east side. They're in front of the new, oh, that Mexican place on Morgan, Salsarita's. They're underneath the County road, or the City road of Cross Pointe Boulevard. And those are a few of them I can name. Okay, so it's something we've done quite a bit of. However this, and again I'm not going to get too much in the drainage cause we have approved that, but this is a hybrid system that we have the rock beds and above ground storage. So, if you remember right, it's really a belt and suspenders program that we have created. So, I feel like we've done our due diligence on our side to bring forward a good project, bring forward a project that really gets back to where we were in 2014. Provides the safest access into the site that we can give. Has put a belt and suspenders on the drainage situation out there. And I feel like it's going to be a good neighbor. And we would like to ask for your approval.

Roger Emmons: May I ask, Dr. Gilkey, what are your hours of operation? Yeah, would you please?

Commissioner Saylor: State your name for the record, please.

Dr. Chris Gilkey: Chris Gilkey, 6944 Jenner Road. Our current hours of operation are Monday and Wednesday from 8:30 (AM) to 8:00 (PM) at night. On Tuesdays from 9:00 (AM) to 6:00 (PM). Thursdays from 9:00 (AM) to 12:00 (PM). Fridays from 8:30 (AM) to 6:00 (PM).

Roger Emmons: Thank you.

Commissioner Johnson: Well, on your busiest day, how many people do you service?

Dr. Chris Gilkey: Sixty-five (65).

Commissioner Johnson: Okay, thank you.

Commissioner Saylor: Chris, I have a question. The one (1) gentleman, I think he talked about, you know, I, I'm not a contractor, but I built a spec house and sold it. When I was building that house I put up a silt fence. And if there's an extraordinary amount of water coming down, carrying mud and stuff, that will take that silt fence and go. Can you or will you put up something maybe in that area to protect his fence? Like stake straws of hay and then the silt fence to give, to give that area more protection. You know, cause if I had a new fence put up, can, I mean, will you guys, is, will you make that...?

Randy Beckhort: (Inaudible).

Commissioner Saylor: I would rather, I would rather see it not get there.

Randy Beckhort: I would too. (Inaudible). But I want a guarantee that (inaudible) clean up (inaudible).

Commissioner Saylor: Yeah, yeah, go ahead.

Jim Morley, Jr.: So, um, if, I don't have the drainage plan in front of me, but if you all remember right, the drainage basin is really at that southern end of the property. And so I think, if I'm remembering right, it has a dredge pipe that it

discharges through, and then it goes into that rock bed. And so the majority of any silt that will get there will come and settle out in that drainage basin while it is under construction. So, it'd almost double as a silt bed, but in addition to that, then we've got, we have erosion control practices in addition to that. We can, we're happy to work with Steve or with…?

Bobby Howard: Caroline.

Jim Morley, Jr.: Caroline. And you know, because again, we don't want any silt coming off the site either. Because it, it's, we understand there's folks that have nice houses downstream and the last thing we want to do it to cause them to have mud in their yard. So you know, we're going to do what we can on our end.

Commissioner Saylor: So, so, Jim, that whole retention area would be built first?

Jim Morley, Jr.: Yeah, that would be my plan is the dirt work would come in first. And so you're gonna, when they do the dirt work, the retention basin and the pad and that kind of all gets built at once.

Commissioner Saylor: You're going to need to control that dirt anyway, cause you don't want your…

Jim Morley, Jr.: Yes.

Randy Beckhort: (Inaudible).

Commissioner Johnson: He's got to…

Commissioner Saylor: Okay. If you guys are going to ask a question or make a statement, you need to come up and address. Cause it's got to be a part of the record. Come on up and state your name again.

Randy Beckhort: Randy Beckhort, 3511 Crossgate. He said last meeting that the retention basin wasn't going to be built 'til it was done. And you can check your minutes and check, but that's exactly what he said and now, I mean if it works, it works. But I'm worried about now. I mean before, I mean if it's built like before, what's going to stop all that mud and water? And now you're saying you're going to start the construction (inaudible) basin first? How you gonna do the parking lots and buildings first?

Commissioner Saylor: Yeah, yeah, come on.

Randy Beckhort: Like I said, I've been in this business for forty (40) some years, too. So…

Jim Morley, Jr.: So, if, if I said that at the last meeting, I, I've slept since then.

Randy Beckhort: Yes, you did.

Jim Morley, Jr.: Then I apologize because I don't know, ever know of a situation in which you wouldn't do all the dirt work together.

Randy Beckhort: As a matter of fact, I think you even asked him if he was going to build it first last time.

Jim Morley, Jr.: Yeah, I don't. I apologize if I misspoke. I don't know of ever a situation in which, as on a project we didn't do all the dirt work at once and then once the dirt work was done, then the parking lot gets, the pavement goes down on top of the finished dirt work and the building gets built on top of the finished building pad which is ninety-eight percent (98%) of the time on a project site this size. You don't do just part of the dirt work. You do all of the dirt work simultaneously.

Randy Beckhort: But the thing of it is, if you do all the dirt work for the basin and you don't build the basin, where's it going?

Jim Morley, Jr.: So the dirt work includes the basin because we have to build a berm on the back side of the basin. And so we would need to do all that simultaneously. Because it's, the equipment is so large that you, I mean, (inaudible) bulldozer (inaudible) whatever, if we build everything besides the basin, we would likely damage what we just built when it came time to build the basin.

Randy Beckhort: You know once you do a basin, first, then when you start doing all that dirt work, all that mud's going in the basin.

Jim Morley, Jr.: So I'm, I'll be honest with you, I'm not sure…

Randy Beckhort: If you're going to build a basin on that first to catch all this…

Bobby Howard: One at a time.

Todd Glass: Hmm?

Randy Beckhort: That's fine. The thing is if you're going to go up there and start doing all that dirt work and everything and once you get all the dirt work done and then you're going to build the basin, this, all this mud's going, you take all that top soil off…

Jim Morley, Jr.: I don't, I don't know how you would not do it at the same time. And I…

Randy Beckhort: I just, I'm going by what you said last time.

Jim Morley, Jr.: I apologize. I misspoke.

Commissioner Saylor: Okay, we need to have one (1) at a time cause it's going to...so, you kind of, you kind of addressed that.

Jim Morley, Jr.: I don't know how you would do that independently on a project size, project site of this size. You know, you cut dirt from over here and you fill it over here to create the mound or you cut it out of the basin to fill it over here on the pad or you cut it in the parking lot to put it, it's all, you're trying to use all that same dirt and maneuver it around. And so I don't know, I sure do apologize if I misspoke it incorrectly at our last meeting. I don't know how you would ever build the parking lot and the pad and not the basin at all. Because you all have been around on projects, you guys have seen our projects. You, we balance them out.

Commissioner Saylor: Yeah.

Randy Beckhort: But my only question is, are, if, if it does break down and comes, comes through and damages our property, are you all going to pay to clean it up? That's my question. Are you going to pay to clean up my back yard if I go in there and there's mud this deep? Or am I going to have to pay to clean it up?

Sherri Rector: Todd?

Todd Glass: That would be a, you're making a suggestion of a potential legal claim, Sir, and that's nothing that ought to be answered (inaudible).

Randy Beckhort: Well, I thought if I was going to be a good neighbor and I'm going to build something like that for somebody else, and I damaged their property like that...

Todd Glass: Perhaps so, and perhaps he would, but it wouldn't be something the Board of Commissioners need to consider.

Randy Beckhort: So, that way he wouldn't be responsible. Okay. Thank you.

Commissioner Saylor: Alright, anyone else?

Todd Glass: Right before, I had a question, did Area Plan in their recommendation, did they include any conditions on as far as privacy or berms or anything like that?

Sherri Rector: No.

Jim Morley, Jr.: No, the majority of the, this site, the majority of it already has privacy fences and then at the one (1) end where there aren't privacy fences, where our retention basin is, which is all the development to the north end.

Todd Glass: I see.

Jim Morley, Jr.: So...

Todd Glass: Thank you. Thanks, Jim.

Commissioner Saylor: Come on up.

Don Gibbs: My name's Don Gibbs. I live over in Evansville. But I do have comments pertaining to this conversation. I do have also forty (40) years plus experience in site development, highway construction, interstate construction, parking lots of multiple sizes. And it's been my experience over that time to, I've worked off of many, many different contracts or engineer's designers, lots of them for forty (40) years. And during that forty (40) years also been associated with and having worked off of plans put together by Morley and Associates. And during that entire time, I've found there's nobody any better at designing control of surface water than Morley and Associates. Now, might be somebody as good, but there's nobody that's better. I've always been able to take their plans and make their surface water work. The way they use the retention ponds and all that, that's an art. Actually there's a science, but there's an art to it. I just wanted to say I've done, probably more experience than anybody in the room actually building what they design. And it's been without a doubt, without hitches. They are very conscientious with what they do. They are sensitive to the impact of their designs. So just want to throw that in.

Commissioner Weisheit: Thanks, Don.

Commissioner Saylor: Thank you, Don. I appreciate that. Anyone else? Come on up.

Amer Badreddine: Amer Badreddine, 3422 Pine Ridge.

Todd Glass: Can you spell the last name?

Amer Badreddine: B-a-d-r-e-d-d-i-n-e.

Todd Glass: Thank you.

Amer Badreddine: So I've known Dr. Gilkey for a while, back when we first, there was separate lots that were sold and we divided it. Myself, Brett, and Dr. Gilkey. And he assured us that he will have one (1) office for himself looking exactly like our houses. So basically my fence will be right next to his building. And I have no problem with that. Right now we have two (2) buildings close to ten thousand (10,000) square feet. And that is going to affect the value of my house. I have a swimming pool in my backyard with a six (6) foot privacy fence. His building's going to be at least, what, thirty (30) foot high maybe? So, we have no idea there was going to be a second floor, one (1) story, none. We have no time to figure out what our future's going to look like. My next door neighbor just sold his house. So, obviously there's an impact from his building on our neighbor. My kids play in the backyard. Everybody else's kids play in the backyard. And we never thought we were going to have a brick wall facing our house. You ask if there were any trees and nothing. Right now we have beautiful trees in that lot. They're all going to come down. Thank you.

Commissioner Saylor: Thank you. Anybody else? Alright. Sherri, you have something?

Sherri Rector: No, I was just telling Bob the Ordinance number.

Commissioner Saylor: Alright, do I have a motion?

Commissioner Weisheit: What is the Ordinance number?

Commissioner Johnson: It's number '12.

Sherri Rector: 2018-12.

Commissioner Weisheit: I'll make a motion to approve Ordinance 2018-12.

Commissioner Johnson: I'll second it.

Commissioner Saylor: Do I have a second? I have a second. All in favor?

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Jim Morley, Jr.: Thank you very much.

Commissioner Saylor: Thank you.

(PC-R-18-06, Ordinance 2018-12, is located on Page 31 of these Official Minutes)

STREET CONSTRUCTION PLANS
PP-18-04 – ENCLAVE AT OAK GROVE PUD

Sherri Rector: Okay. The next item on the agenda is Street Construction Plans, Primary Plat 18-04, the Enclave at Oak Grove PUD by Ken Favor. I believe according to Mr. Howard this needs to be continued. He has not had time to review or to sign off on the street plans and I believe the drainage was also continued.

Bobby Howard: Correct. This came in, I think late last Monday. And I was off Tuesday and then with everything else. It's not been in one (1) week prior. In order...

Commissioner Saylor: We need to move this to our next meeting?

Bobby Howard: Yeah, in two (2) weeks should be fine. I'll have something...

Bill Bivins: That's fine, yeah. I, I had to make somebody do changes in it and that's why...

Bobby Howard: Yeah, it's...

Roger Emmons: That will be Tuesday, the 29th.

Commissioner Saylor: Tuesday, the 29th?

Commissioner Weisheit: I make a motion to table to the next meeting.

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).

PP-18-05 – WARRICK PLACE IV

Sherri Rector: The next one (1) is Primary Plat 18-05, Warrick Place IV, by YJO Enterprises, LLC, Ryan Frank, Managing Member. Owner, 1340 East Ninth Street Realty Corporation by Charles Pinter, CEO. The seven point seven-nine (7.79) acres being Lot 5 in the replat of Lot 5 and 6 of Warrick Place located on the north side of State Road 66 on the west side of Orchard Drive. Approximately two hundred (200) feet north and one hundred and eighty (180) feet west of the intersection formed by the intersection of (HWY) 66 and Orchard Drive in Ohio Township. They're requesting no improvements to Orchard Lane. There will be a commercial entrance applied for through Mr. Howard that they will have to post surety for. And then access to this lot will be by a (inaudible) easement for commercial zoning. The lot is going to be used for a car wash.

Tom Keith: Tom Keith, Andy Easley Engineering. I'm the Project Engineer. We brought this up at the Drainage Board earlier this afternoon and it was approved. The driveway permit application has been made and has been approved. I surely thank you again. You've done my job.

Sherri Rector: You're welcome.

Bobby Howard: I recommend approval.

Commissioner Saylor: Alright. Do I have a motion?

Commissioner Weisheit: Make a motion to approve.

Commissioner Johnson: Make a motion, oh, I'm sorry, second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Tom Keith: Thank you very much.

(PP-18-05 is located on Page 32 of these Official Minutes)

PP-18-06 – LEXINGTON SUBDIVISION

Commissioner Saylor: Next item on the agenda?

Sherri Rector: It's Primary Plat 18-06 Lexington Subdivision II, by Mohammed Nurahmed. Six point zero-eight (6.08) acres being Lots 76 in the replat of Lot 76 in Lexington Subdivision located on the south side of St. Claire Drive approximately one hundred and eighty (180) feet east of the intersection of Ashford Drive and St. Claire Drive, Ohio Township. Requesting no improvements to St. Claire Drive. This is the subdivision that you allowed the bank to post the surety on, at last month's for the replat, and this is just a two (2) lot, you should have seen it in the Drainage Board. Two (inaudible) lots.

Jim Biggerstaff: Two (2) lots, yeah. You had previously...

Sherri Rector: And Bobby has reviewed the request.

Bobby Howard: Would recommend approval.

Commissioner Weisheit: Motion to approve.

Commissioner Saylor: Is there a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Jim Biggerstaff: Now, this was on 'no improvements?'

Sherri Rector: Yes.

Jim Biggerstaff: On the other request we had was in regards to the acceptance of the streets.

Sherri Rector: I haven't...

Jim Biggerstaff: Oh, you haven't...

Sherri Rector: I haven't gotten there yet.

Jim Biggerstaff: Okay, sorry. Trying to save time.

Sherri Rector: Just sit down right there. I've just got one (1) more thing.

(PP-18-06, Lexington Subdivision, is located on Page 32 of these Official Minutes)

REQUEST FOR RELEASE OF SURETY C-17-026 COMMERCIAL DRIVEWAY

Sherri Rector: Request for Release of Surety, this Release of Surety is Commercial Driveway 17-026, Commercial Driveway Permit, SEZ Holdings, LLC. Lot 4 and 5 in Gateway Business Park, 9855 and 9877 Eastgate Court. We are holding twenty-two thousand seven hundred and twelve dollars and fifty cents ($22,712.50). The letter of credit expires June 16th. Bobby has reviewed.

Commissioner Saylor: Mr. Howard?

Bobby Howard: I reviewed. The driveways were constructed to the approved plan and would recommend release of the surety.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor, aye.

Commissioner Johnson and Commissioner Weisheit: Aye.

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

Jim Morley, Jr.: Thank you.

(C-17-026 is located on Page 32 of these Official Minutes)

STREET ACCEPTANCE
CAVENDISH ESTATES

Sherri Rector: Mr. President, Mr. Biggerstaff and Mr…is it Cavendish?

Jim Biggerstaff: Cavendish, yeah, (inaudible).

Sherri Rector: He is here. We have Cavendish Estates that was filed months ago and it's just a little, what do you call it, Bobby?

Bobby Howard: It's a hammerhead cul-de-sac.

Sherri Rector: Hammerhead on this big, on a big lot subdivision here that he had to complete. He now has it done. Bobby and Steve has reviewed. Bobby has signed off on it today. They asked to be heard on the agenda so he can get his permit to, we can record the plat in the morning and he can get the permit to build his new home. So they're asking to be heard on street acceptance approval.

Bobby Howard: It is, it has been constructed per the approved plan and recommend approval.

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).

Jim Biggerstaff: Okay, thank you.

Commissioner Saylor: Thank you.

Sherri Rector: Thanks. That's all I have.

Commissioner Saylor: Thank you, Sherri.

Sherri Rector: Uh huh.

Commissioner Johnson: That's enough.

Sherri Rector: That's enough, 'til 6:00 (PM).

(Street Acceptance, Cavendish Estates, is located on Pages 33 through 34 of these Official Minutes)

APPROVAL OF MINUTES
APRIL 23, 2018

Commissioner Saylor: Next, next item on the agenda is Approval of April 2013…2018 Board of Commissioner Minutes.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

ITEMS FOR DISCUSSION
REPLACEMENT APPOINTMENT FOR WARRICK COUNTY BOARD OF HEALTH

Commissioner Saylor: Items for Discussion, Replacement Appointment of Dwight Bland, Warrick County Board of Health.

Roger Emmons: Thank you, Mr. President. You were copied on the letter from Jackie Ramsey at the Health Department and she stated that Rick Dillingham is a present interest in replacing Mr. Bland. And if it's acceptable to the Board, whoever you should appoint, it would be to the end of next year. You don't have to replace anyone at this time if you want to look for somebody else.

Commissioner Saylor: I, I don't know this gentlemen, I mean...

Commissioner Weisheit: I know him very well.

Commissioner Saylor: You know him?

Commissioner Weisheit: Yeah.

Commissioner Saylor: So...?

Commissioner Weisheit: If he's willing to serve, he'd be a good member.

Commissioner Saylor: Okay.

Commissioner Weisheit: He retired from Koehler Funeral Home when they changed owners there.

Commissioner Johnson: He was part owner wasn't he?

Commissioner Weisheit: Yes, he was.

Commissioner Saylor: Okay.

Commissioner Weisheit: So, he'd probably be a good fit. And I know Mr. Bland's health was deteriorating. He couldn't make the meetings.

Roger Emmons: Yes.

Commissioner Weisheit: Yeah, I'd make a motion to, that we appoint Rick Dillingham to fill the opening on the Health Board.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
APPEAL OF MEDBEN CLAIM DECISION

Roger Emmons: Continue on with my items?

Commissioner Saylor: You go right ahead, Sir.

Roger Emmons: The first item, (inaudible) conference call with Todd (inaudible) Dave Waltz our broker that's not been set up yet. They were going to meet with Mr. Merta. I'd recommend this be removed from your agenda, until, well, hopefully we can get it resolved by May 26th.

Commissioner Weisheit: I'll make a motion to remove this from the agenda then.

Commissioner Johnson: Yeah, I'll second it.

Commissioner Johnson: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

SUMMARY OF MATERIAL MODIFICATIONS AND AMENDMENT #1 TO POS HEALTH PLAN COVERING OUTPATIENT SPEECH, OCCUPATIONAL, AND PHYSICAL THERAPIES

Roger Emmons: Next I have the Summary of Material Modifications and Amendment #1 to the POS Health Plan Covering Outpatient Speech, Occupational, and Physical Therapies at a hundred percent (100%) after meeting the deductible. The Commissioners discussed this with Dave. Is effective (inaudible) this year. The POS was formerly known as the PPO where it doesn't apply to the high deductible health plan. Request the approval by motion.

Commissioner Weisheit: I make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson and Commissioner Weisheit: Aye.

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

Roger Emmons: Thank you.

(Amendment #1 is located on Page 34 of these Official Minutes)

REQUEST BY UNITED FIDELITY BANK TO CLOSE A PORTION OF LAKE SHORE DRIVE

Roger Emmons: We have an annual request from United Fidelity Bank to Close a Portion of Lake Shore Drive on Saturday, June 2nd, of this year, 9:00 AM to 2:00 PM, for their Fifteenth Annual Community Day.

Commissioner Saylor: Sheriff, you see no problem with that, do you? 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: (Inaudible).

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

BLIGHT ELIMINATION PROGRAM CHANGE ORDER 1 FOR BID SET 6

Roger Emmons: Debbie Bennett-Stearsman is here to present a couple of Change Orders for the Blight Elimination Program.

Debbie Bennett-Stearsman: Good Evening. I have two (2) change orders. I hope my voice lasts that long. Change Order 1 is for Bid Set 6, which is in the final stages of completion. There are six (6) change orders to that contract. There was removal of two (2) trees on 1015 Ann Street in the amount of twenty-six hundred dollars ($2,600.00). Removal of two (2) trees at 405 East Chestnut Street, five hundred dollars ($500.00). Removal of four (4) trees and a cistern fill at 6533 Gardner Road, six thousand dollars ($6,000.00). Removal of tree debris, clothes line, and concrete pads at 8299 St. John's Road in Elberfeld, three thousand dollars ($3,000.00). Removal of large tree at 1023 North Third Street, twenty-two hundred dollars ($2,200.00). And fill in cisterns, remove four (4) tree stumps, and fill in septic tank at 4555 Gemlich Road, forty-three hundred ($4,300.00). The total change order is eighteen thousand six hundred dollars ($18,600.00). The original contract price was a hundred seventy-five thousand two hundred fourteen dollars ($175,214.00) making the revised final contract price one hundred ninety-three thousand eight hundred and fourteen dollars ($193,214.00). All of these change orders were already performed and were witnessed by myself and Jeff Floyd.

Commissioner Weisheit: I make a motion to approve the change order.

Commissioner Saylor: Is there a second?

Commissioner Johnson: Real quick, Debbie…

Debbie Bennett-Stearsman: Yes?

Commissioner Johnson: When, when we send this out for bid, do we have a scope that says, you know, the elimination of trees and such of this property?

Debbie Bennett-Stearsman: We have a scope that's specific about the house and the contents and any outbuildings. If they discover cisterns, septics, or anything…

Commissioner Johnson: Something hidden, of course.

Debbie Bennett-Stearsman: If the homeowner wants something like a tree removed or concrete pads are extra. It's in their budget per home. So, they have extra funding there available to spend if they want that to happen. So, if we have extra money, not everybody asks for it. In some instances they do and in some instances it's good for, to get the lot totally cleared or it might be near the street so you're getting it off the streets. We don't allow them if there's not funding out of the, out of their allotted portion. If it goes over then they have to pay for it their self.

Commissioner Weisheit: If you remember, each lot was allowed twenty-five thousand ($25,000.00) if it had a basement. And if they didn't have a cellar or a basement, fifteen thousand ($15,000.00). But some of those funds were already used up by the time we got to the contractor, there, through different fees through the State for inspection and stuff. There wasn't that much actually available for each lot. But then when the contractor would show up they would decide, hey, this tree, I really want this tree out. So if the money was left then Debbie would go to the site. So she's done a great job. Debbie, I just can't thank you enough for your hard work.

Commissioner Johnson: Well, I was just curious.

Debbie Bennett-Stearsman: Well, I just want you to know that the main purpose is to get the house down and cleaned up and any outbuildings.

Commissioner Johnson: I understand.

Debbie Bennett-Stearsman: Then we go to change orders if there's funds available.

Commissioner Johnson: Okay. I'll (inaudible). I'll second it.

Commissioner Saylor: Motion, you seconded it, all in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

(Bid Set 6, Change Order 1 is located on Pages 34 through 36 of these Official Minutes)

CHANGE ORDER 2 FOR BID SET 7

Debbie Bennett-Stearsman: Okay, the second change order I have is on Bid Set 7, which actually started today. Took down 404 West Chestnut. The State was there all day. It is down. This is adding 3211 Pelzer Road to the original contract with Aigner. We did not have it ready for bidding at the time the bid specs went out and we had to ask the State to add it. We got permission to add it. I also asked if it was acceptable to add that particular home to the contract and the State said, yes, since we legally bid it out originally. So Aigner, Jerry Aigner Construction gave a quote of fifteen thousand five hundred dollars ($15,500.00) to demolish that house and any outbuildings on that site at 3211 Pelzer Road and I'm asking you to add the demolition of the home and the asbestos removal, which is four hundred and fifty dollars ($450.00) for a total of fifteen thousand nine hundred and fifty dollars ($15,950.00). The original contract price was eighty-three thousand two hundred fifty ($83,250.00). With this change order and added house the new revised contract amount will be ninety-nine thousand two hundred dollars ($99,200.00). And I have a copy of their estimate and pictures of the home in the back.

Commissioner Weisheit: And I might add, I did the inspection with BLN Inspector out there at that place. This will be a blessing to get this one (1) cleaned up. We was lucky to get it added and have enough funds left to add it.

Debbie Bennett-Stearsman: Yeah, that house is bad. And again this is one (1) of the tax assignment properties. That's the ones we're taking down now. This was an assignment to Boonville NOW.

Commissioner Weisheit: So, I'll make a motion to approve the, adding that property.

Commissioner Saylor: Do I have a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: (Inaudible).

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

Debbie Bennett-Stearsman: Roger, I'm going to leave all these with you. They're all marked and I'll get them (inaudible).

Roger Emmons: Thank you.

Commissioner Saylor: Thank you, Debbie.

Commissioner Johnson: Thanks, Debbie.

Commissioner Weisheit: Get your voice back.

Debbie Bennett-Stearsman: It is back.

(Bid Set 7, Change Order 6, is located on Pages 37 through 41 of these Official Minutes)

DISCUSS APPROVAL OF WESTERN NRG CONTRACT APPROVAL FOR HIGHWAY DEPARTMENT SONIC FIREWALL MAINTENANCE

Roger Emmons: Next I have the, Discuss Approval of Western NRG Contract Approval for Highway Department Sonic Firewall Maintenance. This is a little over, I think it's eighty-four dollars and twenty-four cents ($84.24). And Bobby advised that the Auditor wanted him to get that in place. And I think Doug emailed a link to Todd for the End User License Agreement and Terms of Service. So I'll defer to Todd for comments.

Todd Glass: I have everything in the file so it's ready for approval.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(Western NRG Contract located on Pages 57 through 58 of these Official Minutes)

FIXED ASSET NOTIFICATION FORM STORM WATER DEPARTMENT

Roger Emmons: Next is a Fixed Asset Notification Form, Storm Water Department, 2017 Blue Diamond thirty-six (36) inch excavator brush cutter attachment for a Kubota, five thousand seven hundred thirty-five dollars ($5,735.00). Request approval by motion.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor?

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Blue Diamond Excavator Brush Cutter, Fixed Asset Notification, is located on Page 41 of these Official Minutes)

ESG CONTRACT DISCUSSION

Roger Emmons: I have a few items under my other items. The, Nick Atherton with Energy Systems Group dropped off two (2) original contracts in three (3) ring binders today. And so I have those for your consideration for signatures. I think Todd is probably a big hand in the revisions in here.

Todd Glass: Yes, it's, we don't have that anywhere else on the agenda, do we, Roger?

Roger Emmons: You know, I thought I saw something under your items, now what was it?

Todd Glass: Yeah, there, it's under my items.

Roger Emmons: Yes, Resolution 2018...

Todd Glass: So, we can wrap it up there.

Roger Emmons: Okay, very good. So I'll move on.

HEAT PUMP FOR RECORDER – FIXED ASSET

Roger Emmons: I had another Fixed Asset Notification Form added. It, the Auditor asked, let me find it. It's the, water source heat pump that failed in the Recorder's Office that will be paid by insurance but you know, we'll still own it. It'll be a fixed asset. So, I ask that that be approved by motion as well.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: So moved.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(Heat Pump, Fixed Asset Notification, is located on Page 41 of these Official Minutes)

BOONVILLE SQUARE PROJECT CAMERA WIRE LAYOUT PROPOSAL

Roger Emmons: Then, Boonville Square Project, the Camera Wire Layout Proposal. I sent the information that I received from Zach Southard to you. Basically just ask for consensus. I know Dan said that he thinks it's probably a good idea for twenty-four (24) hour a day monitoring of the square. I talked to Marlin about it, especially for our new Veteran's Memorial to check if it's vandalized to look back and maybe find out who did it to prosecute. I think just a consensus for me to continue to work with Zach and perhaps involve Joe for any purchasing.

Commissioner Weisheit: And you might run it by Todd to see if it needs to be added to our Interlocal Agreement on the Courthouse Square Renovation. I mean it's no cost to the County, but...

Roger Emmons: I just met with him last Friday.

Commissioner Weisheit: But I'm all for it though. But I think it's a great opportunity while we're doing some renovation that the City's willing to have these security cameras that we could monitor from the JC. The security will be able to monitor them even...

Roger Emmons: Right, he had even said, set it up here in the Courthouse. He wanted them on in the Commissioners' Office.

Commissioner Weisheit: It's something worth investigating and following up on.

Commissioner Johnson: I agree.

Roger Emmons: Okay, very good.

JC ROOF REPAIR QUOTES AWARD TO EMERY ROOFING

Roger Emmons: The Judicial Center Roof Repair Quotes, it's under Joe's business. I just wanted to advise that Tom Blythe with Hafer provided four (4) contacts for me. I did, well, I got ahold of all of them but TEC which was the mechanical, electrical, and plumbing. So far no luck. Although, who was it, Grey Hodge, who was a structural engineer, he was going to look one (1) more place. I talked to Mark Henderson, Mark Hendrickson, who was on the Judicial Center Building Corporation. He couldn't find them either. So, I don't know. I haven't had any luck.

Commissioner Saylor: Mark, um, excuse me, Roger, we've kicked this can down the road. I think, I think we're going to make a decision on this.

Commissioner Weisheit: Yeah. Roger, I've talked to Brad and I've looked it over. I went through all these proposals. The other two (2) was pretty extensive. And I'm convinced the seventy-two hundred dollar ($7,200.00) bid which was the bid by Emery Roofing, materials was twenty-two hundred ($2,200.00) where they're going to seal the top of that wall and fix any deterioration and put two (2) more downspouts and drain the water, cause I think a lot of the problem, when the gutter overflows and the top of it leaks a little bit is where we're getting our problem and we've got to get that fixed. Cause we don't want mold in that building. So, I'm going to make a motion that we go ahead and ask Emery Roofing to go ahead with this quote of seventy-two hundred dollars ($7,200.00). Joe will contact them, if this motion's approved and have that done.

Commissioner Saylor: And, and if Joe and Brad would supervise that and make sure that work gets done according to the bid specifications, I would appreciate that.

Commissioner Weisheit: Well, that's my motion.

Commissioner Saylor: Do I have a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Commissioner Weisheit: Thank you.

Roger Emmons: Thank you, Gentlemen.

PRE-CERTIFICATION FOR CERTAIN MEDICAL PROCEDURES

Roger Emmons: I have one (1) last item that…

Commissioner Johnson: That's not on the list.

Commissioner Saylor: That's not on the list.

Roger Emmons: I wrote it on mine.

Commissioner Saylor: That's all (inaudible).

Roger Emmons: Anyway, we discussed this with Dave Waltz our health insurance broker last week in an administrative meeting on several items. And Dave sent an email that he's recommending the Commissioners approve the addition of infusion therapy, injections, and genetic testing to the list of services requiring pre-certification for medical necessity for claims in amounts above two thousand dollars ($2,000.00). And the reason is because we want medical necessity for those types of services to be established and we can eliminate confusion with providers and participants that we establish medical necessity as part of the pre-cert process as opposed to having only the separate two thousand dollar ($2,000.00) requirement, so you could give me a consensus at this meeting and then it'll generate the summary of material modification amendment to the plan which would be presented to you in open meeting.

Commissioner Weisheit: I'm fine with it.

Commissioner Saylor: I'm fine with it.

Commissioner Johnson: Good.

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

Commissioner Weisheit: Thank you.

Commissioner Saylor: Thank you, Roger.

COUNTY ATTORNEY
PLEDGE OF COUNTY LOCAL INCOME TAX FUNDS FOR REPAYMENT OF A PORTION OF THE WARRICK COUNTY GENERAL OBLIGATION BOND SERIES 2018 RESOLUTION 2018-11

Todd Glass: Thank you, Mr. President. First up on my items, Resolution, Resolution 2018-11, Approving the Pledge of County Local Income Tax, previously EDIT, Fund for the Repayment of a Portion of Warrick County General Obligation Bonds Series 2018. This is a Resolution, Mr. President, that mirrors the rest of the Resolution already approved by the County Council. It provides again for the purposes of the General Obligation Bond issuance. And the pledge of Local Income Tax Revenue, previously EDIT Revenue. This secures in part the payment of the bonds and the County Council has approved the pledge of the County distribution of Local Income Tax Revenues in the amount of two hundred thousand dollars ($200,000.00) per year to pay a portion of the debt service due on the bonds. And that is the 2018 Local Income Tax Pledge this Resolution is approving and that the Board of Commissioners as the executive of the County now desires to also approve the 2018 Local Income Tax Pledge to pay a portion of the debt service due on the bonds. So, Mr. President, this resolves by the Board of Commissioners that the pledge of Local Income Tax Revenues as approved by the Council is approved by the Commissioners to supplement the Capital Improvement Plan to reflect those payments from the Local Income Tax Pledge onto the General Obligation Bonds and authorize all other actions in full force and effect as of the date of adoption of the Resolution by the Board of County Commissioners.

Commissioner Saylor: Alright. Do I have a motion to adopt Resolution 2018-11?

Commissioner Weisheit: I make a motion to approve Resolution 2018-11.

Commissioner Saylor: Is there a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Pledge of LIT Fund, Resolution 2018-11, is located on Page 42 of these Official Minutes)

AMENDMENT TO THE WARRICK COUNTY CAPITAL IMPROVEMENT PLAN ORDINANCE 2018-09 FIRST, SECOND, AND THIRD READINGS

Todd Glass: Now related to that, Mr. President, Mr. John…Commissioner Johnson had some questions about this and I apologize, I didn't get to him today on it. The proposed, proposed amendments to the Capital Improvement Plan to reflect the Resolution just approved, and again we just recently amended the Capital Improvement Plan a couple meetings ago. The edits on the Capital Improvement Plan, at least the proposed ones, you'll see under projects, under the Capital Improvement Plan, II Projects, Item 14, has been added right after Bridge Repair and Rehabilitation Projects, that's the amendment we most recently passed. Now there's a new (Item) 14, which refers to the Local Income Tax will be used for the Old Courthouse and Historic Jail Renovation Projects and partial repayment of the G-O Bonds Series 2018. Then we just have a numerical corrections all the way through and, Roger, I believe your correction also on there all the way down to Item 30, III Estimated Total Cost of All Economic Development Projects, we've added as a new (Item) 14 The Old Courthouse/Historic Jail Project at seven point four million ($7,400,000.00).

Roger Emmons: Todd, I would point out that after number '30 in, II (Projects), you've got numbers (Items) 1-29, and it should be to (Item) 30.

Todd Glass: Parenthetically there?

Roger Emmons: Yes.

Commissioner Saylor: Did you have a question, Bob?

Commissioner Johnson: The questions I had, Counselor, were we've, some of these projects I think are finished or completed and they're still on the list. And it kind of, I'm having a hard time wrapping my head around it.

Commissioner Weisheit: When do those come off, I guess is what he's asking.

Commissioner Johnson: Oak Grove Road, Phase I, Phase II, those complete. Some of these jobs…

Commissioner Saylor: Friedman Park…

Bobby Howard: Some of those the final audit hasn't happened yet with the State so we leave it on the plan until we make sure that there's nothing else.

Commissioner Weisheit: In case we had to do a change order.

Bobby Howard: Yeah.

Todd Glass: The, the list seems a bit, unyielding at times. I, historically, I'll confess, I've usually taken my que from Larry Taylor and Redevelopment when this needs to be amended. This is an exception. But usually Mr. Kimpel and Mr. Taylor lets me know when it has to be updated.

Roger Emmons: Well, and I include Bobby as well…

Todd Glass: And Bobby.

Roger Emmons: Practically every year, and so I wait for them to tell me when to remove, when it's finally been accepted to take them off.

Commissioner Weisheit: Good question, Bob.

Todd Glass: It is and I'll, Commissioner Johnson, why don't you allow me to speak with Mr. Kimpel and make sure that if there's anything that ought to slide off of the plan, if we can't get that done here in the near future to tidy some of it up.

Commissioner Johnson: Sure, thank you.

Todd Glass: I believe Mr. Taylor is in agreement with my edits, with Roger's one (1) addition. Also on the last page, we've added Expenditures from Local Income Tax Distribution for Debt Service on Bonds category. So, I believe, unless the Commissioners wish to do something else, I believe those are in order which would at least get our Capital Improvement Plan in, in sync with the Resolutions passed by both the County and this Board today.

Commissioner Weisheit: So you need a motion on that?

Todd Glass: Yes.

Commissioner Weisheit: I'd make a motion that we approve the amendments to the Warrick County Capital Improvement Plan, Ordinance 2018-09.

Todd Glass: And that would be on First Reading.

Commissioner Weisheit: On First Reading.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Todd Glass: I, I, I'm sorry, go ahead.

Commissioner Weisheit: Aye.

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

Todd Glass: I haven't been told that this is, something has to be done today. We could probably finalize it the next meeting. Or if you wish, you can suspend the rules and approve it on Second and Third Readings also. It's up to the Board.

Commissioner Weisheit: It wouldn't take that long to get it finished up. I think it needs to be done.

Commissioner Saylor: I...

Commissioner Weisheit: Past due.

Todd Glass: It is somewhat of a housekeeping matter, so you could go ahead and wrap it up and get it off your plate.

Commissioner Saylor: I say, let's suspend the rules, get 'er done.

Commissioner Weisheit: I make that a motion that we pass Ordinance on night of introduction.

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).

Commissioner Weisheit: Then we go on to this, right?

Todd Glass: Correct.

Commissioner Saylor: So the...

Commissioner Weisheit: I move that we suspend the rules, the order of the Ordinance 2018-09 on night of introduction.

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: And on the third here, I move that we read Ordinance 2018-09 on Second and Third Readings by title and number only.

Commissioner Johnson: Second.

Todd Glass: And that would be Warrick County Commissioner's Ordinance 2018-09, amending the Warrick County Capital Improvement Plan.

Commissioner Saylor: All in favor?

Commissioner Weisheit: Aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Commissioner Weisheit: I move to pass Ordinance 2018-09 on Second Reading.

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: Lastly, I move to pass Ordinance 2018-09 on Third and Final Reading.

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: Thank you, Todd.

Todd Glass: Thank you, Commissioner Weisheit. That, there's more to do still with the General Obligation Bonds and we're still anticipating a closing on that in late May. So that helps us stay on track.

(Warrick County CIP, Ordinance 2018-09, is located on Page 43 of these Official Minutes)

INTERLOCAL AGREEMENT WITH BOONVILLE REGARDING COURTHOUSE SQUARE

Todd Glass: Mr. President, next we have the Interlocal Agreement with Boonville Regarding the Courthouse Square Renovation Project. I decided to place this on the agenda. I haven't received any changes from Counsel for the City of Boonville. He's been busy. I've been trying to see if he has any changes. I'm not aware of any changes. I'd recommend just to try to get this moving the Board consider approving it as we have it written. We can add, I think then, I guess the security cameras. And are we suggesting the City of Boonville will be covering the cost of this?

Roger Emmons: No.

Todd Glass: No?

Roger Emmons: No, I think we need to look into that cost, because the County would have to pay for the four (4) cameras and there was others, when I sent the information out...

Commissioner Weisheit: They haven't give us any price on that. I thought they was wanting to install them as long as we furnished the...

Roger Emmons: No, they're not going to pay for them.

Commissioner Weisheit: Well, let's do some research on it.

Roger Emmons: Yeah.

Todd Glass: You can always do an addendum to add it to this Interlocal, but if you want to get everybody's signatures on it, you would approve that tonight and we can send it over to the City Council for their approval and get it all, everybody's John Hancock.

Commissioner Saylor: Is this, is this all in order? I mean have you...?

Bobby Howard: Marlin, does that go along with our meeting we had with Boonville the other day about the sidewalks? Cause I haven't seen that final summary from that meeting either.

Todd Glass: Were there any new decisions made?

Bobby Howard: We talked about it being, possibly done as a total project and they would bid it out, and we would pay for our portion and we would bid it all in one (1) project.

Todd Glass: Both sidewalks and pavement and wall?

Bobby Howard: Yes.

Commissioner Saylor: So...?

Commissioner Weisheit: But this kind of tells who's going to pay for what. So, however we bid it out.

Todd Glass: This does provide, Commissioner Weisheit, that the County would bid out the wall and sidewalk renovation separate from the paving...

Bobby Howard: Separate from them...

Roger Emmons: Right.

Todd Glass: And then consequently the City would do the Pavilion work, they would bid that out and be in charge of the bidding process over there and we would assist with that payment also. So it does provide for a specific...

Commissioner Saylor: So who...

Bobby Howard: The issue was having two (2) different contractors possibly on two (2) different bids trying to coordinate all this work at one (1) time. So, there was a discussion on it being one (1) bid and then we would pay a portion of that.

Commissioner Weisheit: That makes sense.

Commissioner Saylor: So who's responsible for the sidewalk?

Commissioner Weisheit: The sidewalk will be split between the County and the City. The retaining wall will be totally on the County and then the pavement outside since they asked us to move our wall in three (3) foot would be on them.

Roger Emmons: Right.

Commissioner Weisheit: So.

Commissioner Saylor: Okay, so where does it state the...oh, I see.

Commissioner Weisheit: 61-1, is where they split the cost.

Commissioner Saylor: Okay.

Commissioner Weisheit: And then over at the Harold Gunn, I think it's a fifty-fifty (50/50) split over there. Yeah, so.

Todd Glass: Yeah, that's what this version provides for if, if what Bobby is saying is there's some thinking about bidding everything together, that's not what this says.

Commissioner Weisheit: Yeah, but we can still bid it together as long as we have costs broke down.

Commissioner Saylor: Itemized.

Commissioner Weisheit: Itemized costs, you know, where we can split the cost on the sidewalk, the walls on us. The one (1) contractor could bid all the projects to include that. This is just saying, that's not going to change...

Bobby Howard: This agreement says each one (1) is bidding separately.

Roger Emmons: Right. The County takes bids for its portion, and the City does their own which could end up with two (2) different contractors.

Todd Glass: Right. The way the agreement was described to me previously, 6.1 Warrick County will be responsible for requesting, reviewing, and accepting all bids and proposals associated with the sidewalk and the retaining wall project. And then secondarily, 6.2 Boonville shall be responsible for requesting, reviewing, and accepting all bids and proposals regarding the paving of the asphalt for the streets (inaudible) the asphalt (inaudible).

Commissioner Weisheit: Yeah.

Todd Glass: But if we're changing the agreement, we can get this to reflect what the agreement...

Commissioner Weisheit: Bobby, you want to work with Todd on that and clean it up a little bit?

Bobby Howard: We can, we can...

Commissioner Saylor: Is this, is this holding anything up?

Commissioner Weisheit: No, not for two (2) weeks. Not for two (2) weeks. I mean it's so close. But Bobby can work with Todd on that.

Bobby Howard: And I'll get back with the City too to find out where they are on that summary. Cause they needed some of that work taken care of with their consultant too.

Commissioner Weisheit: Let's just table it to (inaudible) weeks. That will give us time to get something done hopefully. And give Todd a few days ahead of time. Cause there're just going to be some minor changes.

Commissioner Saylor: Commissioner, is that a motion?

Commissioner Weisheit: I make that a motion. Two (2) weeks.

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).

Commissioner Weisheit: Thank you.

Commissioner Saylor: Thank you.

Todd Glass: Thank you, Commissioner.

APPROVAL OF CONTRACT FOR HOSTING SERVICES MANAGED.COM

Todd Glass: Contract for Hosting Services, Managed.com, manage website hosting and support. I've worked with Doug Duncan and I have in hand the necessary contract language for website hosting. It's a hundred and twenty dollars ($120.00) a month plus a one (1) time thirty dollar ($30.00) fee for the hosting of WarrickCounty.gov. Appears to be in order.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I, I don't know.

Commissioner Saylor: Is there any discussion? (Inaudible).

Commissioner Johnson: Can we put that off? I'd make a motion to table for two (2) weeks.

Commissioner Saylor: Is there a second?

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Managed.com Contract is located on Pages 43 through 46 of these Official Minutes)

RENEWAL AGREEMENT FOR BARRACUDA CLOUD ARCHIVING SERVICE

Todd Glass: And similar if I can skip down to Item...

Roger Emmons: 7?

Todd Glass: I, I pulled Item 7 up, Barracuda renewal of email archiving for the entire County. Again I've been trying to get all the, I got a license agreement, terms and updates and international availability, terms and policies, terms and conditions. This is a three thousand four hundred fifty dollar ($3,450.00) a year contract. And I just need to know if you also want to table that or approve that.

Commissioner Johnson: I'm good with that one (1).

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I make that motion.

Commissioner Weisheit: To table? I'll second.

Commissioner Johnson: No, no, no, no, no. To approve it.

Commissioner Weisheit: Approve it? Okay. I'm sorry.

Commissioner Johnson: I'm sorry.

Commissioner Weisheit: I'll second Bob's motion to approve.

Commissioner Saylor: Okay, so discussion? So you feel comfortable with that?

Commissioner Johnson: I'm good with Barracuda.

Commissioner Saylor: You're good with Barracuda, okay. So I've got a first, got a second, all in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. President.

(Barracuda Contract is located on File in the Auditor's Office)

COMBINED CONTRACT FOR COMPUTER SOFTWARE AND SERVICES FOR AUDITOR'S AND TREASURER'S OFFICES LOW ASSOCIATES

Todd Glass: We have a Combined Contract for Computer Software and Services for the Auditor's and Treasurer's Office. That's a statutory mechanism that we have available to us. I have all the necessary contract materials from L.L.

LOW Associates, INC. I don't believe, maybe Auditor Stevens can help me out here, I don't know if that's necessary to, ready to move forward yet. But I do have all the contract paperwork necessary.

Auditor Stevens: Alright. The Council had re-advertised the funding for that from General to Rainy Day. So at the June Council meeting we would expect to have funding. If you are good with the contract it could be approved pending funding.

Commissioner Saylor: Funding.

Auditor Stevens: Council funding.

Todd Glass: Yeah.

Auditor Stevens: But that's, if you've had a chance to look at it.

Todd Glass: Yes, I, I have. We've reviewed, see all this paperwork on here? None of it is the L.L. LOW and Associates paperwork. But I do have it.

Auditor Stevens: Okay.

Todd Glass: And we have reviewed it and it is in order.

Commissioner Saylor: It's in order?

Todd Glass: Yes.

Commissioner Weisheit: I'd make a motion to approve as long as funding is approved by the Council.

Commissioner Saylor: By the Council. Is there a...?

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, Mr. President.

Auditor Stevens: Thank you.

(LOW Contract is located on Pages 58 through 63 of these Official Minutes)

APPROVING QUALIFIED ENERGY SAVINGS CONTRACT FOR RENOVATIONS OF HISTORIC OLD COURTHOUSE RESOLUTION 2018-12

Todd Glass: Then we go back to Resolution 2018-12, Approving the Qualified Energy Savings Contract for Renovations to the Old Courthouse and Historic Jail Project.

Commissioner Weisheit: You've been busy, haven't you?

Todd Glass: This is a Resolution, Mr. President, that's required to be passed as part of the Qualified Energy Savings Statutory, foundation for renovation, rehabilitation contract with Energy Systems Group. It simply states that, Mr. President, that the Board of Commissioners hereby resolve that pursuant to the statute the Commissioners are approving the final version of the Guaranteed Energy Savings Contract entered into with Energy Systems Group of Newburgh, Indiana. That the Commissioners have reviewed the report of ESG, that's the report that ESG provided to us a few months ago describing the estimated energy savings and find hereby that Warrick County would, the amount Warrick County would spend on conservation measures recommended by ESG is not likely to exceed an amount to be saved in energy consumption and costs. So in other words you're finding that based upon their proposal, it's more likely than not you'll, your energy savings costs will exceed the overall costs. Furthermore, you are resolving that ESG is provided to you its guarantee of those savings that is part of their contract. And if those savings are not realized then ESG will reimburse the County for the difference between the savings and the actual savings. Lastly, it's further resolved that since the payments agreement with ESG are subject to the annual appropriation by the Warrick County Council, the indebtedness does not constitute and indebtedness within the meaning of the Constitution or statutory debt limitation. So it does not add to the County debt limit. So this Resolution, Mr. President, is simply complying with statute saying that everything is in order for you to approve the Energy Systems Group Contract.

Commissioner Saylor: Okay. And so we need to approve this by motion?

Todd Glass: Yes, Sir.

Commissioner Weisheit: I make a motion to approve Resolution 2018-12.

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 2018-12 is located on Pages 46 through 47 of these Official Minutes)

ESG CONTRACT APPROVAL

Todd Glass: And in conjunction with that, Mr. President, we have over the last several works...weeks, worked with ESG and their counsel, Nick Atherton, and their in-house counsel. We've made a variety of improvements and corrections to the overall Energy Savings Group Contract. This contract is completely conditional, wholly conditional upon the bond closing. So, the County is not obligated with ESG in any manner if for any reason the bonds do not close. But this contract is in, in final form. We've improved the contract in a variety of categories with regards to insurance so the County is fully covered. With regards to a variety of potential causalities and other losses. We've worked really hard on this contract and it is in proper form, like Roger said, they have the master contracts, I believe two (2)?

Roger Emmons: Yes.

Todd Glass: They put two (2) together for me and delivered to the Administrator's Office today. So, they are ready for the Commissioners to consider moving to approve the contract and entering into it.

Commissioner Saylor: So do we, do we want to do that before the Council does the funding, actually in place?

Todd Glass: Energy Systems Group has been holding off their various contractors and subcontractors for several weeks that they've lined up. And I know they're very interested in having a contract. It is conditional on all the financing, it is conditional upon all the financing being put in place. If for any reason the bond financing is not put in place, according your satisfaction and the Council's satisfaction, this contract is void.

Commissioner Weisheit: Does that contract need a Resolution number?

Todd Glass: No, just the approval of a contract like Barracuda Contract.

Commissioner Weisheit: Make a motion to approve the contract with ESG and Counsel stated on the Courthouse Renovation.

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).

(ESG Contract is located on Pages 47 through 53 of these Official Minutes)

RETENTION OF LAW FIRM FOR THE COUNTY COMMISSIONERS/ASSESSOR'S OFFICE IN APPEAL OF THE ST. MARY'S BUILDING CORPORATION

Todd Glass: And, Mr. President, I only have one (1) item, not several, that was not on my agenda. And that one (1) item is that I've been asked over the weekend to prepare an engagement letter for the Board of Commissioners of Warrick County to retain the law firm of Haller & Colvin to represent the Board of Commissioners in the appeal of the St. Mary's Building Corporation vs. Warrick County Assessor's appeal to the Indiana Tax Court. This is an appeal of a favorable determination on, in favor of Warrick County. It says St. Mary's, but actually St. Vincent's now, but the case is St. Mary's. St. Vincent's is appealing that tax ruling, finding that their project in the TIF District is taxable. And the Assessor's Office has been advocating to retain their attorneys which is Haller & Colvin to represent them. But they've struck a deal with the Attorney General's Office whereby the Attorney General's Office is taking over the representation of Warrick County, Indiana appeal. But Haller & Colvin has proposed that they file an amicus brief on behalf of the Board of County Commissioners and the Indiana Association of Commissioners and the Indiana Association of County Assessors. They're the attorneys that have done all the work on the case and did a masterful job in winning the case. And they're amicus brief is probably going to be a very valuable filing to add to the, to the appeal. The office of Warrick County Redevelopment Commission have agreed with Haller & Colvin to pay, continue to pay those fees and they've agreed to a cap of those fees of fifteen ($15,000.00) to twenty thousand dollars ($20,000.00). So, they'd be representing the Board of County Commissioners, but the Redevelopment Commission is covering the cost.

Commissioner Weisheit: That's good.

Commissioner Saylor: Well, I like the fact that there's a cap on the cost. I, I, I don't see that too often.

Todd Glass: Yeah, that's about what it takes for an amicus.

Commissioner Weisheit: I'll make a motion to approve with Haller & Colvin to retain them to help with the Assessor's (inaudible).

Commissioner Johnson: Second.

Commissioner Saylor: All in favor?

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Todd Glass: That's all I have except I did find my LOW and Associates Contracts. I do have them right here. So, thank you, Mr. President.

Auditor Stevens: Thank you.

Commissioner Saylor: Thank you.

COUNTY AUDITOR
NON-CERTIFIED CLAIMS

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

Auditor Stevens: Alright, Debbie Stevens, Warrick County Auditor. We'll do Non-Certifieds first. I have four (4) Claims from Health Department, PC Quest. No, no contract with the County, the total of Claims is one thousand one hundred twenty-four dollars and forty-nine cents ($1,124.49). We have two (2) credit card purchases. Water, roasted peanuts, coffee, Economic Development, Economic Development total, total amount of the Claims, two-sixty-thirty-one ($260.31). Storm Water, coffee purchase, seven-fifty-two-sixty-one ($752.61). These are credit card purchases that don't comply with the Commissioner's Credit Card Policy. So all total two thousand one hundred thirty-seven dollars and ninety cents ($2,137.90).

Commissioner Saylor: Okay, Debbie, we're chipping away at this. I think we've, we've talked to, to our Health Department and he's seeking, they'll seek a contract for his services.

Auditor Stevens: Good.

Commissioner Saylor: He's promised us to do that.

Auditor Stevens: Good.

Commissioner Saylor: So, do I have a motion on these, on these Claims?

Commissioner Weisheit: I make a motion to approve.

Commissioner Saylor: Is there a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Alright, and...

Commissioner Saylor: Thank you, Debbie. Oh.

(Non-Certified Claims are located on Page 53 of these Official Minutes)

CERTIFIED CLAIMS

Auditor Stevens: And Certified Claims total one million eight hundred sixteen thousand four hundred twenty-three dollars and fifty-three cents ($1,816,423.53).

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: So moved.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Thank you.

Commissioner Saylor: Thank you, Debbie.

(Certified Claims are located on Pages 53 through 56 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
2018 PAVING LIST

Commissioner Saylor: Highway Engineer.

Bobby Howard: I have the 2018 Phase I, Phase II Paving Lists for your consideration. The Phase I List is roughly forty-three (43) miles of roadway improvements at a cost of, estimated at two million seven hundred seventy-three thousand three hundred and fifty dollars ($2,773,350.00). Then the Phase II List, I would ask for consideration subject to County Council funding and that is estimated at twenty (20) miles of road length at a cost estimated at one million seven hundred ninety-six thousand nine hundred dollars ($1,796,900.00).

Commissioner Weisheit: Make a motion to approve Phase I and approve Phase II as long as funding's put in place by Council.

Commissioner Johnson: And I'll second that.

Commissioner Saylor: All in favor?

Commissioner Johnson and Commissioner Weisheit: Aye.

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

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

Commissioner Weisheit: Thank you, Bobby.

(2018 Paving List is located on Page 56 of these Official Minutes)

COUNTY PURCHASING
QUOTES FOR THE TREASURER'S NEW DOOR AND STAIRS TO STORAGE AND DEPOSIT BOX ROOM

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

Commissioner Weisheit: I guess we've already done the Judicial Center, huh?

Commissioner Saylor: Yeah.

Joe Grassman: Joe Grassman, Purchasing Manager. I assume you want to address the roof issue first?

Commissioner Weisheit: I guess we already approved that under Roger's business there. So.

Todd Glass: I think we did that.

Roger Emmons: It's already approved.

Joe Grassman: It was approved?

Commissioner Weisheit: Yeah, for Emery to...

Joe Grassman: Okay. Good. The only thing I have is the issue, solicited bids, quotes for the project over in the Treasurer's Office to install a new door and steps down to the, from the storage room down to the drop box room. With the, we, we also, there was an electrical element in that to get a light switch on the wall so they could flip a switch on the wall before they went down the stairs. Solicited quotes from four (4) different area contractors: Heidorn Construction, D & M Construction, Marx Building and Contracting, and All Seasons Home Improvements. Three (3) of, all, three (3) of those were, they decided they wanted to bid. So the only one (1) that didn't in that group was All Season's Home Improvements. They decided that they didn't want to bid on this project. We bid it under, pursuant to Indiana Code 36-1-12-5 which basically says that the Board shall award the contract for this public works to the lowest responsible, responsive quoter or reject all quotes. So all that being said, I'll open these quotes. In no particular order, the first one (1) on the stack here is Marx, Marx Contracting, INC. They're in Evansville, Indiana. They were recommended by Judy Beem, actually.

Commissioner Saylor: Who was this, Joe? I'm sorry.

Commissioner Weisheit: Marx.

Commissioner Saylor: Marx.

Joe Grassman: Marx, yeah, M-a-r-x, Contracting, INC. Their total bid amount, forty-eight hundred dollars ($4,800.00) even, forty-eight hundred dollars ($4,800.00) even. Next one (1) on the stack, Heidorn Construction, Heidorn Construction, their total bid amount is six thousand three hundred and forty-nine dollars ($6,349.00), six thousand three hundred and forty-nine dollars ($6,349.00). And the final bid is from D & M Construction in Chandler. Okay, D & M, D & M Construction, INC, total bid amount, four thousand three hundred and thirty-one dollars and eleven cents ($4,331.11), that's four thousand three hundred thirty-one dollars and eleven cents ($4,331.11).

Commissioner Weisheit: Joe, can we take these under advisement for you to look through (inaudible).

Joe Grassman: Sure, there's no big hurry on this cause the, she doesn't want us to start 'til after May to begin with and I told the contractors there's no hurry.

Commissioner Saylor: Alright, do I have a motion?

Commissioner Weisheit: Okay, make a motion to take them under advisement.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Joe Grassman: Alright. Thank you.

Commissioner Saylor: Thank you, Joe.

Commissioner Weisheit: Thanks, Joe.

Joe Grassman: You're welcome.

COUNTY SHERIFF
JAIL OVEN DECLARED SURPLUS

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

Commissioner Johnson: What? You never come up.

Sheriff Kruse: I just have one (1) thing. I've purchased a new double convection oven for the kitchen and I have the old one (1). Somebody said it'd be good for a smoker. I'd like to have it declared surplus so I can get rid of it. It weighs about twelve hundred (1,200) pounds. And I have talked to the 4-H Center, if they can use it, maybe we can get it transferred to them? But it needs to be declared surplus.

Commissioner Saylor: Is there any value to it, Sheriff?

Sheriff Kruse: Sure there is. I don't know how much.

Roger Emmons: What is it again?

Sheriff Kruse: Double oven. Stack oven, one (1) on top of the other.

Commissioner Weisheit: Commercial, yeah.

Commissioner Johnson: (Inaudible).

Commissioner Weisheit: Is that the original one (1)?

Sheriff Kruse: Yes. Thirty (30), twenty-nine (29) years old. Probably thirty (30) years old.

Commissioner Weisheit: I, I make a motion to declare the old oven from the Sheriff's Department kitchen as surplus.

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).

Sheriff Kruse: Okay, if, and if the 4-H can use it?

Commissioner Weisheit: That'd be great.

Sheriff Kruse: Do we have, do I have to come back to you? Or what do I have to do?

Commissioner Johnson: It's surplus.

Roger Emmons: It's surplus.

Sheriff Kruse: Okay, so they can, and otherwise, can I use a loader from the Highway Department?

Commissioner Weisheit: Yes.

Sheriff Kruse: Okay.

Todd Glass: If you sell it for two thousand dollars ($2,000.00), come back to us.

Sheriff Kruse: Right. Thank you.

Commissioner Saylor: That's important. Thank you, Sheriff.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: Commissioner Weisheit?

Commissioner Weisheit: Nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: Nothing, nothing.

Commissioner Saylor: Counselor?

Todd Glass: No.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: Motion to adjourn.

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).

ADJOURNMENT: Meeting adjourned at 5:57 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

Dan Saylor

DAN SAYLOR, PRESIDENT

Robert H. Johnson

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

4PP

2018R-003842
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
05/16/2018 10:33 AM
REC FEE: 0.00
PAGES: 4

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2018-10

PLAN COMMISSION DOCKET # RC-R-18-03

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

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

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

That the boundaries of the "A", as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate:

Part of the West Half of the Northwest Quarter of Section 31, Township 5 South, Range 8 West in Boon Township, Warrick County, Indiana being more particularly described as follows:

Commencing at the Northeast Corner of said Half Quarter Section, being a set MAG nail with washer stamped "Morley & Assoc. ID#0023"; thence along the east line of said Half Quarter Section, South 00 degrees 05 minutes 23 seconds West 1012.47 feet to a set 5/8" rebar with a plastic cap stamped "Morley and Assoc. ID #0023", hereon called a Morley Cap, and being the Point of Beginning; thence continuing along east line South 00 degrees 05 minutes 23 seconds West 610.32 feet to a set Morley Cap on the North right-of-way of State Highway 62; thence along said right-of-way, South 75 degrees 09 minutes 32 seconds West 145.04 feet to a set Morley cap on the East line of BTB Development Subdivision recorded as Document 1995R-2200 in the office of the Recorder of Warrick County, Indiana; thence along said east line, and east line extended, North 00 degrees 22 minutes 16 seconds East 647.70 feet to a set Morley Cap; thence South 89 degrees 54 minutes 37 seconds East 136.96 feet the point of beginning, containing 2.00 acres (87,120 square feet)

Which real estate is now zoned and classified as part of the A District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall and the same is hereby rezoned and reclassified from said A District to said C-4 District.

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

J:\10000s\10300-10399\10378\Surveying 3D\Documents\Rezone to C-4\10378 Rezone Ordinance to C-4.doc
PAT BROOKS RECORDER DOCUMENT NUMBER 2018R-003842 PAGE: 1 OF 4

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

Section 4. The subject property herein rezoned shall be used and developed only in accordance with the use and development commitment which is attached hereto and incorporated herein and no improvement location permits shall be issued until the petitioner records said use and development commitment in the office of the Recorder of Warrick County, Indiana.

ATTEST:

County Auditor

5/14/18
Date Approved

President

Member

Member
BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA

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

Signature

Eric L. Obermeier
Printed Name

This document prepared by Eric L. Obermeier of Morley.

X Ref # 2018R-002515

J:\10000s\10300-10399\10378\Surveying 3D\Documents\Rezone to C-4\10378 Rezone Ordinance to C-4.doc
PAT BROOKS RECORDER DOCUMENT NUMBER 2018R-003842 PAGE: 2 OF 4

FILED
MAR 06 2018
WARRICK COUNTY
AREA PLAN COMMISSION
Townes

USE AND DEVELOPMENT COMMITMENT

WHEREAS the Undersigned, Roberts Investment Holdings (Petitioner) and Townes Corporation (Owner), is the owner of certain real estate situated in the County of Warrick, Indiana, commonly described as:

Part of the West Half of the Northwest Quarter of Section 31, Township 5 South, Range 8 West in Boon Township, Warrick County, Indiana being more particularly described as follows:

Commencing at the Northeast Corner of said Half Quarter Section, being a set MAG nail with washer stamped "Morley & Assoc. ID#0023"; thence along the east line of said Half Quarter Section, South 00 degrees 05 minutes 23 seconds West 1012.47 feet to a set 5/8" rebar with a plastic cap stamped "Morley and Assoc. ID #0023", hereon called a Morley Cap, and being the Point of Beginning; thence continuing along east line South 00 degrees 05 minutes 23 seconds West 610.32 feet to a set Morley Cap on the North right-of-way of State Highway 62; thence along said right-of-way, South 75 degrees 09 minutes 32 seconds West 145.04 feet to a set Morley cap on the East line of BTB Development Subdivision recorded as Document 1995R-2200 in the office of the Recorder of Warrick County, Indiana; thence along said east line, and east line extended, North 00 degrees 22 minutes 16 seconds East 647.70 feet to a set Morley Cap; thence South 89 degrees 54 minutes 37 seconds East 136.96 feet the point of beginning, containing 2.00 acres (87,120 square feet)

WHEREAS, as the real estate is currently classified as an A Zoning district under the Warrick County Zoning Code and is so indicated on the zoning maps maintained by the staff of the Warrick County Area Plan Commission; and

WHEREAS, Petitioner has requested that the Real Estate be classified to zoning district C-4; and

WHEREAS, Petitioner is desirous of accommodating the concerns of the surrounding property owners by making a written commitment concerning the use and development of the Real Estate pursuant to I.C. 36-7-4-613;

NOW, THEREFORE, in consideration of the foregoing, petitioner makes the following use and development commitment:

1. Use of Real Estate shall be limited to the following uses: All C-4 uses allowed in the "Comprehensive Zoning Article for Warrick County, Indiana" except for the permitted use of taverns, bars, nightclubs and restaurants serving alcoholic beverages consumed on premises and package liquor stores. (Article XIV – Section 3-5)

2. All commitments and undertakings herein expressed shall be binding on the petitioners and the petitioners' heirs, legal representatives, successors, and assigns, and shall run in the favor of the Area Plan Commission of Warrick County and all the owners of real estate lying within the radius of one (1) mile from the real estate described and shall be enforced by invoking any legal, equitable or special remedy, including specific performance, injunction or equitable relief pursuant to the manner of enforcement as set forth in I.C. 36-7-4-613, 36-7-4-1013, and 36-7-4-1014. If it is necessary to initiate

J:\10000s\10300-10399\10378\Surveying 3D\Documents\Rezone to C-4\10378 Use and Development Commitment.docx
PAT BROOKS RECORDER DOCUMENT NUMBER 2018R-003842 PAGE: 3 OF 4

administrative or judicial proceedings to enforce any such commitment or undertaking, the person or entity obtaining enforcement in such proceedings shall also recover its reasonable attorneys' fees and costs of suit from the undersigned.

IN WITNESS WHEREOF, this Use and Development Commitment is hereby made and entered into this 2 day of March, 2018 by said owner for the purpose set forth herein.

Petitioner: (Sign) _____
Clint Roberts
Roberts Investment Holdings

Owner: (Sign) _____
(Print) Bruce H. Baker
Towhee Corporation

STATE OF INDIANA)
COUNTY OF Vanderburgh) SS:

Before me, the undersigned, a Notary Public and for said County and State, personally, appeared the within named Clint Roberts & Bruce Baker who acknowledged the execution of the foregoing Use and Development commitment to be his free voluntary act and deed.
WITNESS my hand and Notarial Seal this 2nd day of March, 2018.

NOTARY PUBLIC
Corinne R. Kluemper
Signature
Corinne R. Kluemper
Printed Name
A resident of Vanderburgh County, Indiana.
My commission expires: Sept 20, 2022

This instrument prepared by: Eric Obermeier
Morley
4600 Rosebud Lane
Newburgh, Indiana
(812) 464-9585

CORINE R. KLUEMPER
Resident of Vanderburgh County, IN
Commission Expires: September 20, 2022
Commission # 5400607-IN

J:\10000s\10300-10399\10376\Surveying 3D\Documents\Rezone to C-4\10376 Use and Development Commitment.docx

PAT BROOKS RECORDER DOCUMENT NUMBER 2018R-003842 PAGE: 4 OF 4

RESOLUTION NO. 2018-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA APPROVING THE PLEDGE OF THE COUNTY'S SHARE OF LOCAL INCOME TAX (FORMERLY KNOWN AS THE COUNTY ECONOMIC DEVELOPMENT INCOME TAX) TO THE PAYMENT OF DEBT SERVICE ON CERTAIN GENERAL OBLIGATION BONDS AND APPROVING OTHER MATTERS RELATED THERETO

WHEREAS, the Warrick County Council (the "Council"), as the fiscal body of Warrick County, Indiana (the "County"), has given consideration to projects and improvements at certain County-owned facilities including without limitation: (i) renovations, improvements and upgrades to the existing County Courthouse and Judicial Center, as more particularly identified and described in the report from Energy Systems Group, Inc., dated February 8, 2018, including, but not limited to, certain structural, electrical, mechanical, plumbing, HVAC and technology equipping and improvement projects; (ii) renovations, improvements and upgrades to the County's existing historic jail; (iii) acquisition, improvement and equipping projects for the County Sheriff Department, including, without limitation, certain technology upgrades to the computer system and E911 system; and (iv) any other miscellaneous renovations, improvements or equipping projects related to the foregoing items (collectively, the "Project"); and

WHEREAS, in order to provide funds to pay for costs of the Project, together with incidental expenses incurred in connection with or on account of the issuance of the Bonds, including any capitalized interest thereon, the Council previously adopted Ordinance No. 2018-02, on March 8, 2018, authorizing the issuance of general obligation bonds of the County in an original aggregate principal amount of not to exceed Seven Million Four Hundred Thousand Dollars ($7,400,000) (the "Bonds"); and

WHEREAS, the County Income Tax Council has imposed a county economic development income tax on the adjusted gross income of County taxpayers pursuant to Indiana Code 6-3.5-7, which law has been repealed and codified at Indiana Code 6-3.6 for the purpose of consolidating all local income taxes into a single article and reclassified as the economic development purposes and certified shares components of additional revenues derived from the expenditure rate tax under IC 6-3.6 (referred to herein as "LIT" and the revenues derived therefrom as "LIT Revenues"); and

WHEREAS, the Council has determined that it will be of public utility and benefit to pledge the County's distributions of LIT Revenues to secure, in part, the payment of the Bonds, and has pledged the County's distributions of LIT Revenues in the amount of $200,000 per year to pay a portion of the debt service due on the Bonds (such amount, the "2018 LIT Pledge") for a term of years not less than the term of the Bonds; and

WHEREAS, this Board of Commissioners of the County (the "Board"), as the executive of the County, now desires to approve the 2018 LIT Pledge to pay a portion of the debt service due on the Bonds; and

WHEREAS, pursuant to Indiana Code 6-3.6-6-9.5, this Board has previously approved a capital improvement plan (the "Capital Improvement Plan") specifying the uses of the County's distribution of LIT Revenues (formerly designated as county economic development income tax revenues); and

WHEREAS, this Board now desires to supplement the Capital Improvement Plan to reflect the 2018 LIT Pledge to pay a portion of the debt service due on the Bonds.

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

Section 1. Approval of Pledge of LIT Revenues. The Board hereby approves the 2018 LIT Pledge for a term of years not less than the term of the Bonds. The 2018 LIT Pledge shall be a first charge against the County's distributions of LIT Revenues. The County has not pledged or otherwise encumbered its LIT Revenues, and there are no prior liens, encumbrances or other restrictions on the LIT Revenues or on the County's ability to pledge the LIT Revenues to the payment of the Bonds.

Section 2. Supplement to Capital Improvement Plan. The Board hereby supplements the County's Capital Improvement Plan to include the 2018 LIT Pledge to pay a portion of the debt service due on the Bonds as an eligible use of the County's distributions of LIT Revenues. Except as modified by the terms of this resolution, all other terms, conditions and provisions of the Capital Improvement Plan are hereby ratified and affirmed.

Section 3. Authorization of Other Actions. Each of the Board of Commissioners of the County, the Council, the County Auditor, the County Treasurer and any other officer, employee or agent of the County is hereby authorized and directed, for and on behalf of the County, to execute and deliver any contract, agreement, certificate, instrument or other document and to take any action as such person determines to be necessary or appropriate to accomplish the purposes of this Resolution, such determination to be conclusively evidenced by such person's execution of such contract, agreement, certificate, instrument or other document or such person's taking of such action.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Board and upon compliance with the procedures required by law.

DULY PASSED and ADOPTED on this 14th day of MAY, 2018, by the Board of Commissioners of Warrick County, Indiana, by a vote of 3 in favor, 0 opposed, and 0 abstaining.

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

3

RESOLUTION NO. 2018-12

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA APPROVING GUARANTEED ENERGY SAVINGS CONTRACT FOR RENOVATION OF THE HISTORIC OLD COURTHOUSE

WHEREAS, Indiana law (Ind. Code § 36-1-12.5, *et seq.*) provides authority for the Board of Commissioners of Warrick County to enter into agreements for utility efficiency programs that provide for guaranteed energy savings; and

WHEREAS, the Board of Commissioners of Warrick County wishes to enter into a guaranteed energy savings contract with Energy Systems Group, Inc., of Newburgh, Indiana ("ESG"), for the renovation and rehabilitation of the Old Courthouse located on the Courthouse Square in Boonville, Indiana, in such a manner as to guaranty certain energy savings that are identifiable and measurable in order to offset the cost of the renovations and rehabilitation for the best interests of Warrick County and its taxpaying citizens; and

WHEREAS, in order to enter into a contract with ESG, the Board of Commissioners hereby make the following findings and decisions.

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

Pursuant to Ind. Code §36-1-12.5-5, the Warrick County Board of Commissioners hereby approve of the final version of the guaranteed energy savings contract entered with Energy Systems Group, Inc., of Newburgh, Indiana; and

BE IT FURTHER RESOLVED, having reviewed the report by ESG, describing the estimated energy savings, the Board of Commissioners hereby finds the amount Warrick County would spend on the conservation measures recommended by ESG, is not likely to exceed the amount to be saved in energy consumption costs and other operating costs over the period of time called for in the Contract; and

BE IT FURTHER RESOLVED, ESG has provided to Warrick County its guarantee of those savings, and if those savings are not realized then ESG will reimburse the County for the difference between the guaranteed savings and the actual savings; and

BE IT FURTHER RESOLVED, that since the payments on the Agreement with ESG are subject to the annual appropriation by the Warrick County Council, the indebtedness does not constitute an indebtedness within the meaning of a constitutional or statutory debt limitation under I.C. §36-1-12.5-5(d)(4).

1

Passed and adopted by the Warrick County Board of Commissioners this 14th of May, 2018.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

2

PP-18-05 Street Const. Plans (11)

AE2

ANDY EASLEY ENGINEERING, INC.
1133 WEST MILL ROAD, SUITE 208
EVANSVILLE, INDIANA 47710
TELEPHONE (812) 424-2481
FACSIMILE (812) 425-3463
www.easleyengineering.com

CIVIL ENGINEERS
LAND SURVEYORS

March 30, 2018

Robert B. Howard
107 W. Locust Street
Room 208 Courthouse
Boonville, IN 47601

Greetings.

In regard to Warrick Place IV, A re-plat of Lot 5 in the Re-plat of Lots 5 & Lot 6 of Warrick Place, no street improvements are planned for this development nor will any new streets be installed. There will only be a new curb cut on the west side of Orchard Lane. We request your approval for the Subdivision at the meeting to be held on May 14, 2018. If you have any comments or concerns regarding the development please contact me.

Regards,

Donald E. Gries, PS
Andy Easley Engineering, Inc.

FILED
APR 03 2018
WARRICK COUNTY
AREA PLAN COMMISSION

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: 5/14/18

PP-18-06 Street Construct (12)

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

April 2, 2018

Warrick County Commissioners
107 W. Locust St. #201
Boonville, IN 47601

Attention: Bobby Howard, County Engineer

RE: Request - Replat No.2 of Lot 76 Lexington Estates (Street and drainage)

Mohammed Nuralmed owner of Proposed Lot 1 & 2 request no drainage or street improvements to St Clare Street which First Federal Savings Bank has posted Letter of Credit for such improvements.

See attached plat.

If you have any questions regarding this matter, please call Jim Biggerstaff at (812) 483-3689

Sincerely,

James H. Biggerstaff
President

Encl.

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date:

Release of Surety
C-17-026

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS
812.464.9585 office 812.464.2514 Fax
4800 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

April 5, 2018

Warrick County Area Plan Commission
Warrick County Court House – Room 201
Booneville, Indiana 47601

FILED
APR 05 2018
WARRICK COUNTY
AREA PLAN COMMISSION

RE: ESG Building Commercial Driveways
9877 Eastgate Court – Lots 4 and 5 of Gateway Business Park
Our Project #10099.1.001-A
2017-026C

Dear Plan Commission:

The commercial drives installed on the above referenced project have been constructed in general accordance with the approved Commercial Drive Permit.

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

Thank you,

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

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

Cc: File
Owner

J:\10000s\10000-10099\10099\

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: 5-14-18

Street Acceptance

Date: June 15, 2017 Receipt: 22049

NAME OF SUBDIVISION: Cavendish Estates
as recorded in _____ in the office of the Recorder of Warrick County, Indiana.
I hereby request acceptance of the following streets for maintenance by the County:

Name of STREET	NO. OF LINEAL FEET
Bayberry Lane	
Bayberry Court	70 feet

Subdivision Developer Paul Carey

This request is accompanied by a certificate of Douglas Mc Donald PE/LS S0453 Licensed Land Surveyor-Engineer, that the streets were constructed in accordance with the plans approved by the Board of County Commissioners.

A SMALL COPY OF THE SUBDIVISION PLAT MUST ACCOMPANY THIS REQUEST FOR STREET ACCEPTANCE.

I have inspected subject streets and recommend acceptance.

County Highway Engineer

ACCEPTED:
Date: May 14, 2018

BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

This instrument was prepared by:

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

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

January 4, 2018
Warrick Country Area Planning Commission
Attention Sheila
107 W Locust Street Suite 208
Boonville, Indiana 47601

RE; Cavendish Estates Final (acceptance of Hammer Head & Revised Drainage)
Hammer Head located at End Bayberry Lane

The undersigned hereby Certifies has been completed as per recommendations per Steve Sherwood and Bobby Howard (enclosed pictures showing improvements).

Certified _____ Date: 1/4/18
call me 812-483-3689 or email consulting 106@ att.net

Respectfully yours,
Utilities Consulting Co. Inc.
President
James H. Biggerstaff 1-4-18

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

May 8, 2018

FILED
MAY 14 2018
WARRICK COUNTY
AREA PLAN COMMISSION

Warrick County Surveyor / Warrick Country Engineer
107 W. Locust Street
Boonville, IN 47601

ATTN: Phil Baxter Drainage Cavendish Park Estates

Dear Phil,

Request for Acceptance of Drainage ditch along the Northeast side of Cavendish Park Paul Carey the owner as added stone Rip Rap re-seeded and re- strawing the area at Hammer Head
See attached documents. If you have any questions please call me. Cel 812 483-3689

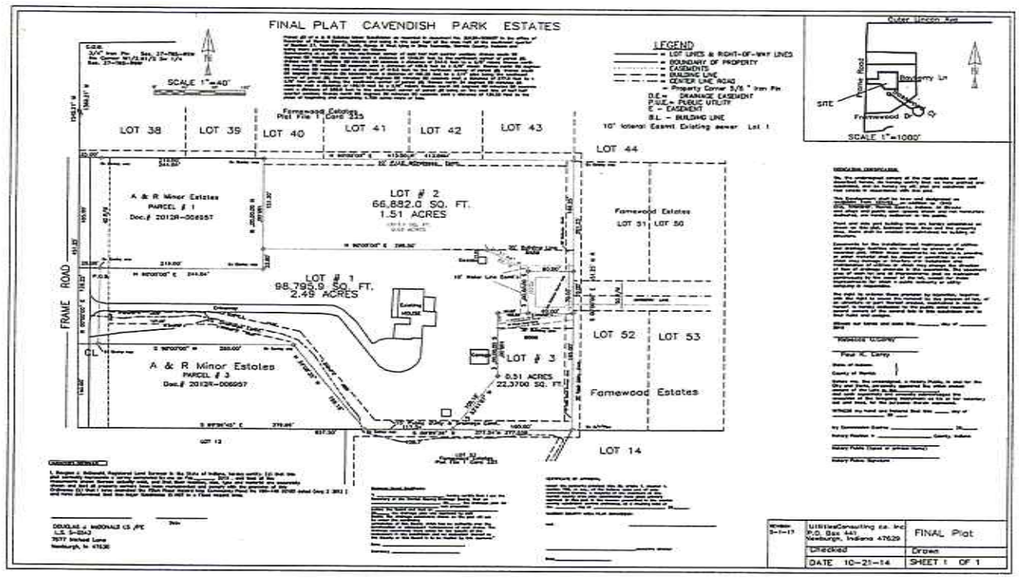
The undersigned hereby certifies has been completed a per Amended Plans and specifications as shown
As attached photos of re-seeding and re –strawing

Certified _____ Date: 5/08/18

Sincerely,

James H. Biggerstaff, Jr.
Utilities Consulting Co., Inc.

JHB:cah file: Carey ,Paul



SUMMARY OF MATERIAL MODIFICATION
AND
AMENDMENT #1
TO THE
WARRICK COUNTY GOVERNMENT
EMPLOYEE BENEFIT PLAN
GROUP NO. 16245

This Summary of Material Modification and Amendment describes changes to the Warrick County Government Employee Benefit Plan effective January 1, 2018. These changes are effective as of **April 1, 2018** and will remain in effect until amended in writing by the Plan Administrator.

This document should be read carefully and attached to the Plan Document and Summary Plan Description. Please contact the Plan Administrator identified in the Summary Plan Description if you have any questions regarding the changes described in this Summary of Material Modification.

Warrick County Employees (the "Plan Sponsor") is amending the Warrick County Government Employee Benefit Plan (the "Plan") as follows:

*The **Outpatient Therapies** benefit in the **Medical Schedule of Benefits – POS** is hereby deleted and replaced as follows:*

MEDICAL SCHEDULE OF BENEFITS – POS

POS	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
MEDICAL BENEFITS		
Outpatient Therapies (e.g., physical, speech, occupational)	100% after Deductible	80% after Deductible

All other provisions of this Plan shall remain unchanged.

In Witness Whereof, Warrick County Employees has caused this Amendment to take effect, be attached to, and form a part of their Employee Benefit Plan.

Dan Saylor 5-14-18
Authorized Signature Dan Saylor Date

President, Warrick Co. Commissioners
Title

Roger E. Emmons 5-14-18
Witness Roger E. Emmons Date

Warrick County Administrator
Title

Aud Fee

CHANGE ORDER No. 1

Bid Set Number 6

Project Address: 1015 Ann Street, Boonville,
405 E Chestnut Street, Boonville
6533 Gardner Road, Chandler
8299 St. John's Road Elberfeld
1023 N. Third Street, Boonville
455 Gemlich Road, Boonville

Date 5-14-18
Contractor: Jerry Aigner Construction Inc.
Owner: Warrick County Commissioners

1	Removal of 2 trees	$2,600.00
2	Removal of 2 trees	$ 500.00
3	Removal of 4 trees, fill in cistern	$6,000.00
4	Removal of trees, debris, clothesline, concrete	$3,000.00
5	Removal of tree	$2,200.00
6	Fill in existing cistern, remove 4 tree stumps, fill in septic tank	$4,300.00

Original Contract Amount: $ 175,214.00

Amount of this Change Order: $ 18,600.00

Revised Contract Amount: $ 193,814.00

We hereby agree to the above as an additional/reduced project cost(s) to be added/deleted to the original scope of work:

Dan Saylor 5-14-18
Commission President Date:

ATTEST:

Edward K. Stevens 5/14/18
Auditor Date

JERRY AIGNER CONSTRUCTION

Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

February 28, 2018

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: Blight Property Change Order – 1015 Ann Street, Boonville, IN 47601

- Removal of 2 trees

Bid Price: $2,600.00

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AIGNER CONSTRUCTION

Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

February 28, 2018

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: Blight Property Change Order – 405 E Chestnut Street, Boonville, IN 47601

- Removal of 2 trees

Bid Price: $500.00

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AIGNER CONSTRUCTION

Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

February 22, 2018

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: Blight Property Change Order – 6533 Gardner Road, Chandler, IN

- Removal of 4 tree/stumps
- Fill in cistern

Bid Price: $6,000.00

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AIGNER CONSTRUCTION

Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

February 22, 2018

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: Blight Property Change Order – 8299 St. John's Road, Elberfeld, IN

- Removal of trees and debris
- Remove concrete in back of home
- Remove clothesline

Bid Price: $3,000.00

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AIGNER CONSTRUCTION

Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

February 2, 2018

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: Blight Property Change Order – 1023 N Third Street, Boonville, IN

- Removal of trees $2,200.00

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AIGNER CONSTRUCTION

Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

February 14, 2018

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: Blight Property Change Order – 455 Gemlich Rd, Boonville, IN

- Fill in cistern and removal of 4 tree stumps $2,500.00
- Fill in large septic tank $1,800.00

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

Auditor

CHANGE ORDER No. 1

Bid Set Number 7

Date 5-14-18

Contractor: Jerry Aigner Construction Inc.

Owner: Warrick County Commissioners

Project Address:
3211 Pelzer Road, Boonville

1	Demolition of Home	$15,500.00
2	Asbestos Removal	$ 450.00

Original Contract Amount: $ 83,250.00

Amount of this Change Order: $ 15,950.00

Revised Contract Amount: $ 99,200.00

We hereby agree to the above as an additional/reduced project cost(s) to be added/deleted to the original scope of work:

Commission President — Date: 5-14-18

ATTEST:

Auditor — Date 5/14/18

JERRY AIGNER CONSTRUCTION

Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

April 20, 2018

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: 3211 Pelzer Road Demolition

Thank you for the opportunity to work with you on the above referenced project. See below for the scope of work:

- Demolition structure at 3211 Pelzer Road
- Haul away debris to state certified landfill
- Grade disturbed area for positive drainage
- Seed and straw disturbed areas

Bid Price: $15,500.00

- Asbestos Removal

Bid Price: $450.00

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

ihcda BLN

Indiana Housing & Community Development Authority

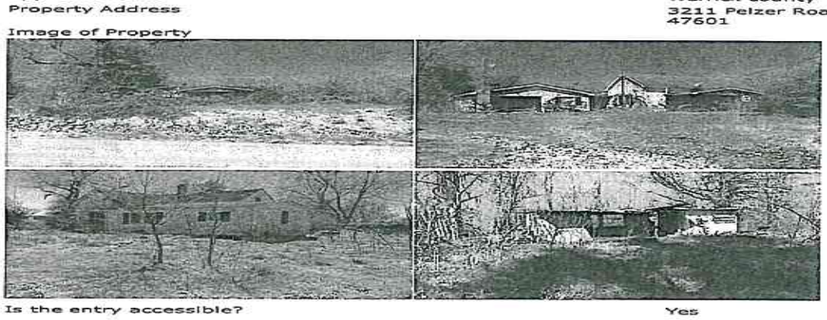
Form Information

Form Name: IHCDA | BLN Pre-Bid Survey Results
Submission Date: Apr 20, 2018 2:19:01 PM EDT

General Parcel Survey Information

Date of Survey	Apr 20, 2018
Name of Surveyor	Larry McIntire
Applicant Name	Warrick county
Property Address	3211 Pelzer Road, Boonville, IN 47601

Image of Property



Is the entry accessible? Yes

Pre-Bid Survey Form

NOTE:

BLN is responsible only for a visual and non-intrusive inspection not involving any testing. Further inspecting, testing, sampling, and/or remediation of any conditions inspected or noted in this report remain the sole responsibility of the owner.

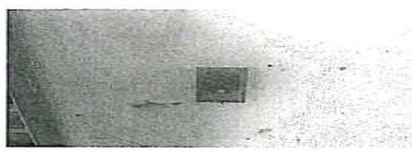
POTENTIAL ASBESTOS-CONTAINING MATERIALS (ACM) Yes

Room
Attach Image

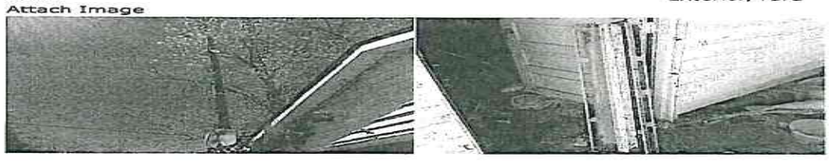
Multiple Rooms

POLYCHLORINATED BIPHENYLS (PCBs)	No
Mercury light switches	No
Mercury-containing thermostats Room Attach Image	Yes Kitchen

2



Mercury-containing gas pressure regulators	No
Batteries	No
Fluorescent, high-intensity discharge (HID), and low pressure sodium lamp bulbs Room Attach Image	Yes Exterior/Yard

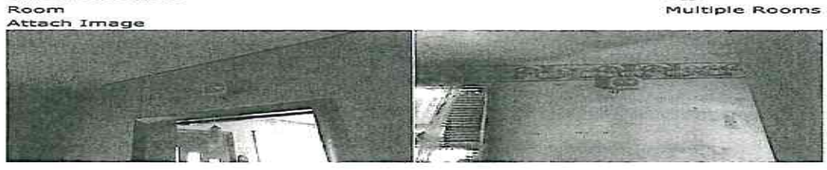


Refrigerant (found in air conditioners, refrigerators, freezers and dehumidifiers) Room Attach Image	Yes Exterior/Yard

3

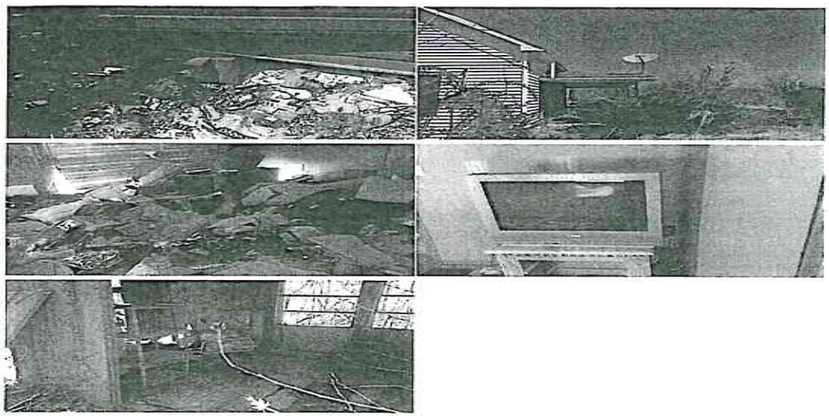
Smoke detectors
Room
Attach Image

Yes
Multiple Rooms



Fire extinguishers	No
Compressed gas cylinders	No
Electronics Room Attach Image	Yes Multiple Rooms

4



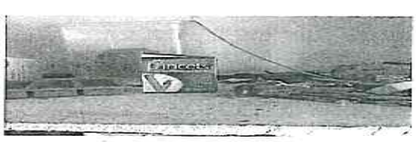
Chemicals	No
Pesticides Room Attach Image	Yes Bedroom

5

Paints	No
Solvents	No
Used oil	No
Fuels and fuel oil tanks Room Attach Image	Yes Exterior/Yard

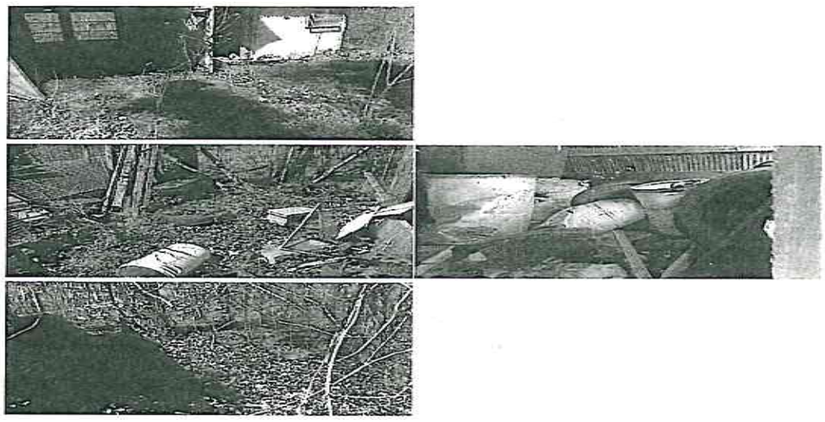
Biological waste (vermin, pigeon excrement)	No
Medical waste (syringes) Room Attach Image	Yes Kitchen

6



Mechanical equipment (lawn mowers, etc.)	No
Scrap tires Room Attach Image	Yes Exterior/Yard

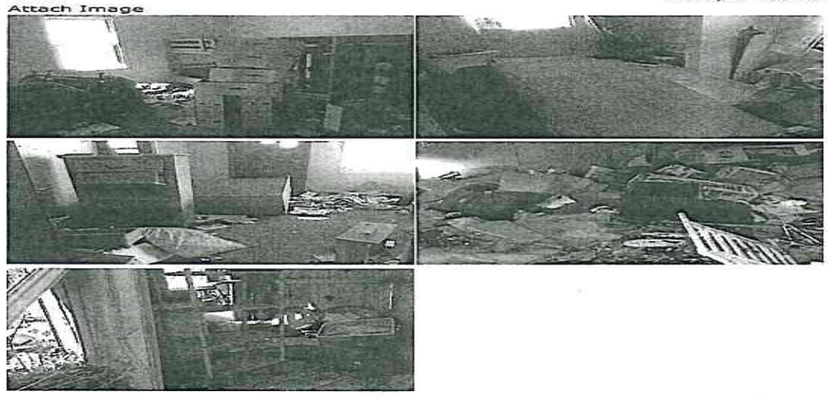
7



Major appliances	Yes
Room	Kitchen
Attach Image	

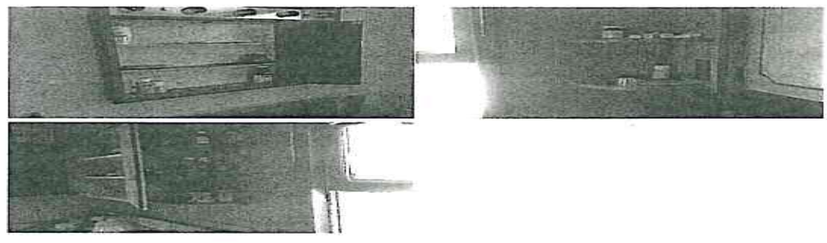
8

Furniture	Yes
Room	Multiple Rooms
Attach Image	



Mattresses	No
Controlled substances (pharmaceuticals or illegal substances)	Yes
Room	Multiple Rooms
Attach Image	

9



Comments

Surveyor Comments	House is one story wood frame on brick basement with attic. Could not access basement or attic. House has vinyl siding over wood. Interior is full of trash and debris. There are ceiling tiles in all the rooms. There is a breezeway with garage. Garage is also wood with vinyl siding and is filled with trash and debris. The yard is very overgrown and littered with trash. There is a mound of full trash bags behind the garage. There is a small metal sided shed in backyard filled with trash. There is a wood fence and some trees to remove. The house has a concrete porch and concrete slab for the breezeway. The garage has a concrete floor. The basement and attic are likely also filled with trash though could not confirm. May still be a furnace and water heater in basement.

10

Disclaimer/Limitation Language For Pre-Demolition Reports

This inspection report was performed on behalf of and solely for the exclusive use of the Indiana Housing And Community Development Agency ("IHCDA") and persons or organizations to whom the IHCDA wishes to make this report available. The services for this project have been performed in general conformance with the contract negotiated between IHCDA and Beam Longest & Neff ("BLN"). Any reliance on this report by a party other than IHCDA or agents of IHCDA shall be at the party's own risk. The observations set forth herein are valid only for the date and time noted herein. BLN specifically disclaims any responsibility for conditions of the subject property prior to or after the date and time set forth herein. BLN shall not be responsible for damages, consequential or otherwise, for contamination or conditions not clearly present on the day and time of the survey. The observations set forth herein are based exclusively upon a visual inspection of items and matters that are clearly visible, are outside of confined or inaccessible areas, and are identified on the checklist in the contract between IHCDA and BLN. BLN has not conducted any intrusive inspections, intrusive observations, testing or abatement of any item observed during the course of the survey or identified herein. The observations set forth in this Pre-Demolition Survey report shall not be construed as a recommendation for any specific action and shall not be construed as any form of a legal opinion.

11

(E) 5-23-18 AB

FIXED ASSET NOTIFICATION FORM

ORIGINAL

DEPARTMENT: Storm Water Dept

THIS NOTIFICATION IS FOR: (ADDITION) UPDATE TRANSFER DISPOSAL

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

WARRICK CO. AUDITOR

MAY 23 2018

WARRICK CO. AUDITOR

DATE OF TRANSACTION: 5/9/18

ACCOUNT NO: 1197-000-4420.00 P.O. NO:

ESTIMATED LIFE EXPECTANCY: 5 yrs or more MILEAGE OR HOURS: NA

CIP NUMBER: LOCATION: Storm Water Building

SERIAL OR VIN NUMBER: 48439

TOTAL/PARTIAL VALUE OF ASSET: $5735.00

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

DESCRIPTION: Blue Diamond 36" Excavator Brush Cutter Attachment for Kubota

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

BRAND OR MAKE: Blue Diamond MODEL NO: 103600

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

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

IF DISPOSED - METHOD: SOLD $ TRADED JUNKED SCRAPPED

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

DATE BOARD APPROVED: May 14, 2018 *(ATTACH COPY OF MINUTES)* ✓ DATE COUNCIL APPROVED: Dec 11, 2017 *(REAL PROPERTY VALUE > $9,999)*

DATE BOARD APPROVED: *(REAL PROPERTY ONLY)* SIGNATURE: X Steven A. Sherwood, P.E., L.S

PERSON RESPONSIBLE: Dan Saylor *SIGNATURE* Dan Saylor, Commissioners' President *PRINTED NAME*

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

IF TRANSFERRED RECEIVING PERSON'S SIGNATURE:

PRINTED NAME:

AUDITOR'S USE ONLY

RECEIVED: ENTERED FIXED ASSET:

INSURED: AUDITOR'S INITIAL:

Commissioner's Assert

(E) 5-23-18 AB

FIXED ASSET NOTIFICATION FORM

DEPARTMENT: Recorders Office

THIS NOTIFICATION IS FOR: ADDITION UPDATE TRANSFER DISPOSAL REPLACEMENT

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

Per Dept Fairness 5/2018

DATE OF TRANSACTION: 03/19/18

ACCOUNT NO: 1138-000 P.O. NO: 22129

ESTIMATED LIFE EXPECTANCY: MILEAGE OR HOURS:

CIP NUMBER: LOCATION: Recorder's Office Judicial Center

SERIAL OR VIN NUMBER: W18C05288

TOTAL/PARTIAL VALUE OF ASSET: $8,331.63

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

DESCRIPTION: Replacement WHSP GEHE09081*3080LR6011000300000; X135115270 10; Sensor w/ext adl and TOV 2716-1350-40-90 Refrigerant HVAC System

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

BRAND OR MAKE: Trane WSHP MODEL NO: GEHE09081

YEAR: 2018 LICENSE NO: *ATTACH COPY OF REGISTRATION*

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

IF DISPOSED - METHOD: SOLD $ TRADED JUNKED SCRAPPED

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

DATE BOARD APPROVED: 05/14/2018 *(ATTACH COPY OF MINUTES)* DATE COUNCIL APPROVED: *(REAL PROPERTY VALUE > $9,999)*

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

PERSON RESPONSIBLE: *SIGNATURE* Roger E. Emmons *PRINTED NAME*

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

IF TRANSFERRED RECEIVING PERSON'S SIGNATURE:

PRINTED NAME:

AUDITOR'S USE ONLY

RECEIVED: ENTERED FIXED ASSET:

INSURED: AUDITOR'S INITIAL:

RESOLUTION NO. 2018-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA APPROVING THE PLEDGE OF THE COUNTY'S SHARE OF LOCAL INCOME TAX (FORMERLY KNOWN AS THE COUNTY ECONOMIC DEVELOPMENT INCOME TAX) TO THE PAYMENT OF DEBT SERVICE ON CERTAIN GENERAL OBLIGATION BONDS AND APPROVING OTHER MATTERS RELATED THERETO

WHEREAS, the Warrick County Council (the "Council"), as the fiscal body of Warrick County, Indiana (the "County"), has given consideration to projects and improvements at certain County-owned facilities including without limitation: (i) renovations, improvements and upgrades to the existing County Courthouse and Judicial Center, as more particularly identified and described in the report from Energy Systems Group, Inc., dated February 8, 2018, including, but not limited to, certain structural, electrical, mechanical, plumbing, HVAC and technology equipping and improvement projects; (ii) renovations, improvements and upgrades to the County's existing historic jail; (iii) acquisition, improvement and equipping projects for the County Sheriff Department, including, without limitation, certain technology upgrades to the computer system and E911 system; and (iv) any other miscellaneous renovations, improvements or equipping projects related to the foregoing items (collectively, the "Project"); and

WHEREAS, in order to provide funds to pay for costs of the Project, together with incidental expenses incurred in connection with or on account of the issuance of the Bonds, including any capitalized interest thereon, the Council previously adopted Ordinance No. 2018-02, on March 8, 2018, authorizing the issuance of general obligation bonds of the County in an original aggregate principal amount of not to exceed Seven Million Four Hundred Thousand Dollars ($7,400,000) (the "Bonds"); and

WHEREAS, the County Income Tax Council has imposed a county economic development income tax on the adjusted gross income of County taxpayers pursuant to Indiana Code 6-3.5-7, which law has been repealed and codified at Indiana Code 6-3.6 for the purpose of consolidating all local income taxes into a single article and reclassified as the economic development purposes and certified shares components of additional revenues derived from the expenditure rate tax under IC 6-3.6 (referred to herein as "LIT" and the revenues derived therefrom as "LIT Revenues"); and

WHEREAS, the Council has determined that it will be of public utility and benefit to pledge the County's distributions of LIT Revenues to secure, in part, the payment of the Bonds, and has pledged the County's distributions of LIT Revenues in the amount of $200,000 per year to pay a portion of the debt service due on the Bonds (such amount, the "2018 LIT Pledge") for a term of years not less than the term of the Bonds; and

WHEREAS, this Board of Commissioners of the County (the "Board"), as the executive of the County, now desires to approve the 2018 LIT Pledge to pay a portion of the debt service due on the Bonds; and

WHEREAS, pursuant to Indiana Code 6-3.6-6-9.5, this Board has previously approved a capital improvement plan (the "Capital Improvement Plan") specifying the uses of the County's distribution of LIT Revenues (formerly designated as county economic development income tax revenues); and

WHEREAS, this Board now desires to supplement the Capital Improvement Plan to reflect the 2018 LIT Pledge to pay a portion of the debt service due on the Bonds.

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

Section 1. Approval of Pledge of LIT Revenues. The Board hereby approves the 2018 LIT Pledge for a term of years not less than the term of the Bonds. The 2018 LIT Pledge shall be a first charge against the County's distributions of LIT Revenues. The County has not pledged or otherwise encumbered its LIT Revenues, and there are no prior liens, encumbrances or other restrictions on the LIT Revenues or on the County's ability to pledge the LIT Revenues to the payment of the Bonds.

Section 2. Supplement to Capital Improvement Plan. The Board hereby supplements the County's Capital Improvement Plan to include the 2018 LIT Pledge to pay a portion of the debt service due on the Bonds as an eligible use of the County's distributions of LIT Revenues. Except as modified by the terms of this resolution, all other terms, conditions and provisions of the Capital Improvement Plan are hereby ratified and affirmed.

Section 3. Authorization of Other Actions. Each of the Board of Commissioners of the County, the Council, the County Auditor, the County Treasurer and any other officer, employee or agent of the County is hereby authorized and directed, for and on behalf of the County, to execute and deliver any contract, agreement, certificate, instrument or other document and to take any action as such person determines to be necessary or appropriate to accomplish the purposes of this Resolution, such determination to be conclusively evidenced by such person's execution of such contract, agreement, certificate, instrument or other document or such person's taking of such action.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Board and upon compliance with the procedures required by law.

2

DULY PASSED and ADOPTED on this 14TH day of MAY, 2018, by the Board of Commissioners of Warrick County, Indiana, by a vote of 3 in favor, 0 opposed, and 0 abstaining.

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

3

Warrick County Commissioners
ORDINANCE NO. 2018-09

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; April 24, 2017; and April 23, 2018 (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, by its passage of County Commissioners Ordinance 2017-07 on April 10, 2017; by its passage of County Commissioners Ordinance 2017-08 on April 24, 2017; by its passage of County Commissioners Ordinance 2018-08 on April 23, 2018; 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 May 14, 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 14th day of May, 2018.

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.

Managed.com
Managed Website Hosting and Support

CONTRACT FOR HOSTING SERVICES

PREPARED
Dan Saylor
President, Warrick County Commissioners
dduncan@warrickcounty.gov

PREPARED BY:
Katie Stille
Managed.com
katie.stille@managed.com

Managed.com
Managed Website Hosting and Support

A CUSTOMIZED SOLUTION FOR President, Warrick County Commissioners

Thank you for considering Managed.com for your web hosting and support provider. After reviewing the requirements and goals for this project, we have created a customized solution to fit your needs. Below is a brief summary of the project goals we discussed:

- How many websites will be migrated to Managed.com* 1
- Any special configurations? No
- Which datacenter would you like to be hosting in? (US, NL, AU) US
- Will you like to have a complimentary 1 hour training session? Yes ☑ No ☐

Please enter your billing address and preferred server password in the boxes below. The password must contain at least one number, one capital letter, and a symbol.

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

Based off your project goals, we believe the Managed.com offering would be a great fit for your business needs. Our clients host over 300,000 websites and portals with us, and they all rely on our:

- 24/7/365 expert support (via email, phone, or ticketing system).
- Over a decade of hosting experience.
- Commitment to being a reliable partner and extension of their team.
- Expertise with applications like WordPress, DNN, Drupal, EleomCMS, Joomla, nopCommerce, and more.

Migrations Made Easy

Once the right solutions has been designed for your needs, we assign a Dedicated On-Boarding Engineer to you and your team to walk you through the process and develop your migration plan. We can be as hands-on (or off) as you like, your dedicated engineer can handle everything required to move your site(s), including:

- Site Migrations
- Go-Live Assistance
- Environment Orientation
- Personalized Training

In addition to partnering with us for your server environment, you will receive 5 hours of on-boarding assistance (a $625.00 value). Your dedicated On-Boarding Engineer will fully manage your migration from your current host to the Managed.com family. If website migrations take longer than the 5 hours of allotted time, client can choose to utilize additional engineering support at our standard rate of $125 an hour.

Managed.com
Managed Website Hosting and Support

Your Solution Includes

The Managed.com network is built on a rock-solid infrastructure offering 99.98% network uptime availability. We pride ourselves on providing the best available 24/7/365 CMS support and hosting in the industry with specialization in several CMS applications. No matter when you need us, we are always here and ready to help, and our clients know they can truly rely on us as an extension of their team.

Name	Price	Qty	Subtotal
Managed VPS (Windows) - Level 2 2 CPU 4 GBs RAM 70 GBs SAN Storage 5000 GBs Bandwidth Windows Server 2016, MSSQL 2016 Express, Hyper-V, IIS 8 Plesk Onyx \\\ Fully Managed Services /// Physical Security (hardened data centers, biometric access, & more) Unlimited Support via email, ticket or phone 24/7/365 Rapid Response Full Stack Support (Network, Hardware, Provided Software, OS) Resource monitoring and web interface Server snapshots taken every 24 hours 1 Hour Pre-Deployment Training 5 Hours Go-Live Migration and Launch Assistance	$129.00	1	$129.00

Subtotal **$129.00**
Total per month **$129.00**

Name	Price	QTY	Subtotal
SSL - Comodo Essential Domain Validated SSL	$30.00	1	$30.00

Subtotal **$30.00**
Total per year **$30.00**

This agreement is subject to our Terms of Service and Privacy Policy.
Managed.com and our family of brands, AppZone and PowerDNN.
1001 Fort Crook Road N, Bellevue NE, 68005

Managed.com
Managed Website Hosting and Support

Terms and Conditions

- This contract is for a one-year (12-month) Agreement (unless otherwise specified); billing can be set up to be paid in full or on a month-to-month schedule. For your convenience, your subscription will automatically renew at the end of the term. All billing will automatically be charged to the credit card on file unless other, prior arrangements have been made.
- This quote is valid for 30 Days from the date it was sent.
- Yearly, in advance, billing is available. Yearly billing accounts can pay by check.
- Upon the anniversary of this agreement, it will automatically renew for an additional 12 months with a price adjustment of +5% to base price unless cancelled in writing 45 days beforehand by either party.
- Additional fees for certain services may apply. See the Managed.com website for details.
- Terms and conditions, and the Managed.com Terms of Service and Privacy Policy are located at Managed.com.

Datacenter and Uptime SLA

The Managed.com datacenter is designed for business-critical usage and to meet the highest uptime SLA standards, exceeding 99.999% uptime ("five nines"). Uptime is defined as servers having power, air, and connectivity to the datacenter. Creditable downtime excludes service interruptions caused by: (1) periodic scheduled maintenance or repairs Managed.com may undertake from time to time, of which notifications have been made directly to Client or publicly via Managed.com service announcement; (2) emergency maintenance, (3) interruptions caused by Client from Client configuration, custom scripting, coding or the installation of third-party applications; (4) outages that do not affect the appearance of Client website but merely affect access to Client website such as FTP and email; (5) causes beyond Managed.com control or that are not reasonably foreseeable; (6) outages related to the reliability of certain programming environments, (7) distributed denial of service (DDOS) attacks, and (8) problems caused by Client physical location.

Support SLA

We believe you should talk to people, not machines. When you contact the Managed.com Support Team, you will be connected to a trained technician. After selecting the "Support" option when you call us, we provide a 15 second time-to-answer SLA for support-related phone calls. You will be connected with one of our support experts at our U.S. based headquarters, who will be able to immediately get to work on your ticket issue.

- 24/7/365 Support Team on staff.
- 15-second Time-To-Answer on support-related phone calls.

Managed.com
Managed Website Hosting and Support

- 30 min response to tickets submitted via email or Control Panel

This agreement is subject to our Terms of Service and Privacy Policy
Managed.com and our family of brands, AppZone and PowerDNN
1001 Fort Crook Road N, Bellevue NE, 68005

Managed.com
Managed Website Hosting and Support

Choose a Managed OS Update Time

As part of your managed services our expert technicians will carry out applicable operating system updates once a month at one of the scheduled times listed below. Because updates require a restart of the server we schedule these at times least impactful to your site's traffic. While the restart will only take a fraction of the window we cannot guarantee that the restart will take place at the beginning or the end of the time frame. Please choose which time you would prefer your server updates to take place by selecting your time from the drop down box below. The group times are listed below for your convenience.

US Datacenter:

Group One: Third Tuesday of every month
- 12AM-4AM Central Time
- This is when all US Shared servers are updated

Group Two: Second Thursday of every month
- 12AM-4AM Central Time

Group Three: Third Thursday of every month
- 12AM-4AM Central Time

Group Four: Third Saturday of every month
- 1AM-5AM Central Time

International Datacenters:

Group One: Third Tuesday of every month
- 8AM-12PM Central Time
- This is when all AU Shared servers are updated

Group 2: Third Saturday of every month
- 8AM-12PM Central Time

Group 3: Second Thursday of every month
- 6PM-10PM Central Time
- This is when all UK/NL Shared servers are updated

Group 4: Third Friday of every month.
- 6PM-10PM Central Time

This agreement is subject to our Terms of Service and Privacy Policy
Managed.com and our family of brands, AppZone and PowerDNN
1001 Fort Crook Road N, Bellevue NE, 68005

Managed.com
Managed Website Hosting and Support

Update Group Selection: US Group Two

Choose Your Billing Cycle

Please select your preferred billing cycle option. We offer monthly, quarterly, and annual options.

Billing Cycle Selection: Annually

Choose Your Payment Method

Please choose a method of payment. We accept check, wire/ACH, or credit card.

Payment Method Selection: Check

Select a Composite Billing Option

For customer's with multiple services or products we offer the choice of composite billing. By selecting composite billing, Managed.com will condense the seperate bills for all services/products into a single invoice at your selected billing cycle. Please select the checkbox below if you would prefer composite billing.

☐ Yes, I would like to have composite billing set up for my account.

☑ N/A

Please Sign Below to Complete this Document

Dan Saylor

Accepted By Dan Saylor
of President, Warrick County Commissioners

Katie Stille

Contract Prepared By Katie Stille

This agreement is subject to our Terms of Service and Privacy Policy.
Managed.com and our family of brands, AppZone and PowerDNN
1001 Fort Crook Road N, Bellevue NE, 68005

Document Ref: NZIEV-AGRGT-PTAXA-6SGGC

Page 7 of 8

Managed.com
Managed Website Hosting and Support

of Managed.com

Use of Name, Trademarks, and Recommendation Statements

Managed.com and its affiliated brands are requesting the use of Client's name, trademark and approved recommendation statements in publicity or marketing materials, including on its website, relating to the existence or subject matter of their business agreement. Managed.com and its affiliated brands will not use Client's name, trademark or recommendation statements for any other purpose without Client's prior written consent.

- **Confidentiality Notice:** Managed.com and its affiliated brands are requesting the use of Client's name, trademark and approved recommendation statements in publicity or marketing materials, including on its website, relating to the existence or subject matter of their business agreement. Managed.com and its affiliated brands will not use Client's name, trademark or recommendation statements for any other purpose without Client's prior written consent.
- **Disclaimer:** This document expresses the experience and opinions of the authors only. No warranty or guarantee is expressed or implied as to the accuracy or applicability of the information contained herein for any particular environment, organization, or purpose. Third-party content referenced herein is relied upon "as-is" and is referenced as "fair use." The authors and owners of third-party content are responsible for its accuracy.

This agreement is subject to our Terms of Service and Privacy Policy.
Managed.com and our family of brands, AppZone and PowerDNN
1001 Fort Crook Road N, Bellevue NE, 68005

RESOLUTION NO. 2018-12

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA APPROVING GUARANTEED ENERGY SAVINGS CONTRACT FOR RENOVATION OF THE HISTORIC OLD COURTHOUSE

WHEREAS, Indiana law (Ind. Code § 36-1-12.5, *et seq.*) provides authority for the Board of Commissioners of Warrick County to enter into agreements for utility efficiency programs that provide for guaranteed energy savings; and

WHEREAS, the Board of Commissioners of Warrick County wishes to enter into a guaranteed energy savings contract with Energy Systems Group, Inc., of Newburgh, Indiana ("ESG"), for the renovation and rehabilitation of the Old Courthouse located on the Courthouse Square in Boonville, Indiana, in such a manner as to guaranty certain energy savings that are identifiable and measurable in order to offset the cost of the renovations and rehabilitation for the best interests of Warrick County and its taxpaying citizens; and

WHEREAS, in order to enter into a contract with ESG, the Board of Commissioners hereby make the following findings and decisions.

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

Pursuant to Ind. Code §36-1-12.5-5, the Warrick County Board of Commissioners hereby approve of the final version of the guaranteed energy savings contract entered with Energy Systems Group, Inc., of Newburgh, Indiana; and

BE IT FURTHER RESOLVED, having reviewed the report by ESG, describing the estimated energy savings, the Board of Commissioners hereby finds the amount Warrick County would spend on the conservation measures recommended by ESG, is not likely to exceed the amount to be saved in energy consumption costs and other operating costs over the period of time called for in the Contract; and

BE IT FURTHER RESOLVED, ESG has provided to Warrick County its guarantee of those savings, and if those savings are not realized then ESG will reimburse the County for the difference between the guaranteed savings and the actual savings; and

BE IT FURTHER RESOLVED, that since the payments on the Agreement with ESG are subject to the annual appropriation by the Warrick County Council, the indebtedness does not constitute an indebtedness within the meaning of a constitutional or statutory debt limitation under I.C. §36-1-12.5-5(d)(4).

Passed and adopted by the Warrick County Board of Commissioners this 14th of May, 2018.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

2

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.

1

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

2

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:

(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

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:

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 9877 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

18

Warrick County Claims for Payment (Non-Certified)

PC Quest (Health Department) * No Contract / Agreement on file.	$ 412.49
PC Quest (Local Health Maintenance) * No Contract / Agreement on file.	$ 140.00
PC Quest (Local Health Maintenance) * No Contract / Agreement on file.	$ 90.00
PC Quest (Local Health Maintenance) * No Contract / Agreement on file.	$ 482.49
Fifth Third Bank (Economic Dev.) - Paid to avoid late fees. * Water, Dry Roasted Peanuts, Coffee	$ 260.31
First Bankcard (Storm Water Management) - Paid to avoid late fees. * Coffee	$ 752.61
Grand Total:	$ 2,137.90

_____
Dan Saylor, President

_____
Bob Johnson, Vice President

_____
Marlin Weisheit, Member

_____
Debbie Stevens, Auditor

Warrick County Claims for Payment (Certified)

ALPHA LASER SERVICES	$	9.37
BEAM, LONGEST AND NEFF	$	16,716.00
BLACK, ALLEN	$	250.00
DANIEL ROACH	$	200.00
DELTA PROPERTIES LLC	$	206.47
ECONOMIC DEV COALITION OF SW IN	$	1,250.00
EVANSVILLE WATERWORKS DEPT	$	64.82
FIRST ADVANTAGE INSURANCE	$	45.00
GENE WEISHEIT	$	100.00
JERRY AIGNER CONSTRUCTION,INC.	$	35,500.00
KELLER SHROEDER	$	997.50
MAJORS, HAROLD & CYNTHIA	$	17.65
MORLEY & ASSOCIATES INC.	$	12,387.55
MORRIE DOLL	$	1,512.50
OMNI SEVERIN HOTEL	$	1,309.00
PAXTON MEDIA GROUP, LLC	$	133.80
PICTOMETRY INTERNATIONAL CORP	$	3,812.11
RICHARD BARNETT	$	200.00
RITA BRADSHAW	$	250.00
ROAW CORPORATION	$	1,820.00
SOUTHERN BUSINESS MACHINES, INC.	$	450.10
SW INDIANA REGYTH VILLAGE	$	10,650.00
TYLER NEFF	$	250.00
UNIFIRST CORPORATION	$	154.38
VECTREN ENERGY DELIVERY	$	325.72
WABASH VALLEY SERVICE CO	$	2,012.49
WARRICK CO DEPT OF PARKS & REC	$	717.48
WARRICK COUNTY TREASURER	$	1,258.66
WOW! BUSINESS	$	257.45
ADVANCED DOCUMENT SOLUTIONS	$	27.82
ALPHA LASER SERVICES	$	9.23
ALVA ELECTRIC, INC.	$	16,560.00
AMERICAN STRUCTUREPOINT INC	$	23,637.31
AMY POLLOCK	$	73.52
BOONVILLE HIGH SCHOOL	$	750.00
BRYAN D FLOWERS	$	2,000.00
CARD SERVICE CENTER	$	57.94
CITY OF BOONVILLE	$	220.00
CLERK - WARRICK COUNTY SUPERIOR COURT	$	280.00
CMI INC	$	34.53
COOPER, EDWARD	$	88,891.46

CORRISOFT, LLC	$	226.60
COURTNEY PERSOHN	$	150.00
TEAMSTERS LOCAL #215	$	3.00
DANCO CONSTRUCTION	$	4,202.00
DAWN GARRETT	$	15.00
DEACONESS HOSPITAL	$	83.00
DIVISION OF CHILD SUPPORT	$	104.00
ECONOMIC DEV COALITION OF SW IN	$	1,250.00
EVER-CLEAN SERVICES, INC.	$	195.00
FIBER UTILITIES GROUP	$	7,800.00
FIDLAR TECHNOLOGIES INC	$	7,437.80
FIRST ADVANTAGE INSURANCE	$	269.00
FIRST BANKCARD	$	15.00
FRONTIER	$	294.79
HAMPTON INN DOWNTOWN	$	481.65
HASENOUR, LAURA	$	343.20
HIRSCH LLC	$	995.40
INDIANA AMERICAN WATER	$	22.71
INDIANA STATE POLICE TRNG FUND	$	502.00
JERRY AIGNER CONSTRUCTION,INC.	$	40,214.00
JOHN MATTINGLY HOMES INC	$	524.07
JSK ASSOCIATES INC	$	270.00
KATHY DISINGER	$	237.16
KAUFMAN, MITZI	$	77.44
KELLER, SCHROEDER & ASSOC. INC	$	7,144.00
KIM PEMBERTON	$	150.00
M&M INVESTMENT GROUP, LLC	$	3,304.22
MAKEN CORPORATION	$	4,575.00
MALEY & WERTZ, INC.	$	225.00
MELODY NELSON	$	66.00
MORLEY & ASSOCIATES INC.	$	2,433.75
MOUNTAIN VALLEY OF EVANSVILLE	$	31.50
MULZER CRUSHED STONE, INC.	$	803.52
NANCY SUSOTT	$	247.84
NEWBURGH POLICE DEPARTMENT	$	1,268.00
OFFICE DEPOT, INCORPORATED	$	187.52
PAT BROOKS	$	310.53
PC QUEST	$	200.00
PRIORITY ENGINEERING	$	855.00
REDWOOD TOXICOLOGY LABORATORY INC.	$	127.75
REISING, CONNOR	$	384.62
RICOH USA INC	$	41.30
RIDE SOLUTION	$	6,500.00
SHARON SHOULDERS	$	15.00

SMITH, DAVID	$	60.00
SPECTRUM	$	273.21
SPRINT	$	993.47
SQUEAKY CLEAN	$	15.00
STAPLES	$	117.26
STOLL KEENON OGDEN PLLC	$	6,180.94
STORAGE GUARDIAN	$	943.50
SUPERION, LLC	$	100,387.60
TECUMSEH HIGH SCHOOL	$	1,320.00
THE CHANGE COMPANIES	$	903.00
THE TOWN OF NEWBURGH	$	56.37
THOMSON REUTERS	$	3,609.73
TOWN OF ELBERFELD	$	120,237.50
U.S. BANK	$	60.05
UNIFIRST CORPORATION	$	59.81
UNITED CONSULTING ENGINEERS	$	10,340.87
VECTREN ENERGY DELIVERY	$	411.34
VEI COMMUNICATIONS	$	2,700.00
VERIZON WIRELESS	$	90.03
WABASH VALLEY SERVICE CO	$	49.43
WAGNER, CHRIS	$	150.00
WARRICK CO. SOLID WASTE MGMT DISTRICT	$	15.00
WARRICK COUNTY SHERIFF'S DEPT	$	1,000.00
WARRICK COUNTY TREASURER	$	531.00
WARRICK SOLID WASTE MGT DIST	$	657.11
WILLIAMS, BETH	$	21.88
WINSETT, ZACH	$	100.00
WOWI BUSINESS	$	106.51
YOUTH FIRST, INC.	$	3,318.78
5 STAR SECURITY SYSTEMS	$	140.00
ARAB	$	70.00
BOONVILLE NATURAL GAS CORP.	$	1,623.64
BOONVILLE UTILITIES	$	7,469.85
BRAND ACCELERATION	$	575.00
CLERK-TREASURER--BOONVILLE	$	157,404.16
CLERK-TREASURER--CHANDLER	$	27,905.77
CLERK-TREASURER--ELBERFELD	$	6,056.74
CLERK-TREASURER--LYNNVILLE	$	5,360.99
CLERK-TREASURER--NEWBURGH	$	39,708.24
CLERK-TREASURER--TENNYSON	$	1,884.97
DAVID HEAL	$	213.40
DELTA PROPERTIES LLC	$	2,409.00
DON ASHLEY, ATTORNEY AT LAW	$	12,365.20
ECONOMIC DEV COALITION OF SW IN	$	4,121.75

FIFTH THIRD BANK	$	260.31
FIRST BANKCARD	$	1,529.05
HARRIS COMPUTER SYSTEMS	$	500.00
HOOSIER BUSINESS MACHINES INC.	$	199.31
INDIANA AMERICAN WATER	$	99.55
INFORMATION & RECORDS ASSOCIATES, INC	$	7,011.58
JERRY AIGNER CONSTRUCTION,INC.	$	4,600.00
LOCHMUELLER GROUP	$	5,832.07
MORRIE DOLL	$	600.00
NEOPOST POSTAGE ON CALL	$	1,500.00
OMNI SEVERIN HOTEL	$	357.00
PAT BROOKS	$	710.40
PIKE GIBSON WATER, INC	$	16.70
RAYMOND KLOECK	$	50.00
REBECCA YOUNKER	$	150.00
REISING, CONNOR	$	384.62
RENEWABLE RESOURCES	$	110.00
RICOH USA INC	$	20.41
ROBIN GREENLEE (CDFC)	$	436.33
SANOFI PASTEUR INC	$	4,267.16
SARAH E REDMAN	$	20.10
SHEPHERD INSURANCE	$	6,516.20
SPRINT	$	2,217.24
STORAGE GUARDIAN	$	58.75
THE HEART GROUP	$	54.05
THE LANG COMPANY	$	46.21
THE TOWN OF NEWBURGH	$	56.37
TRACTOR SUPPLY CO	$	116.08
TREASURER OF STATE-ACH	$	1,362.60
U.S. BANK	$	152.16
UNIFIRST CORPORATION	$	87.05
VAN AUSDALL AND FARRAR	$	220.72
VECTREN ENERGY DELIVERY	$	16,667.25
VERIZON WIRELESS	$	1,290.43
WABASH VALLEY SERVICE CO	$	2,148.38
WARRICK COUNTY TREASURER	$	706,772.72
WARRICK PUBLISHING CO	$	76.26
WOWI BUSINESS	$	122.46
AFLAC PREMIUM HOLDING	$	12,801.38
ALPHA LASER SERVICES	$	16.38
AMERICAN LEGAL PUBLISHING CORP	$	115.25
ANTHONY LONG	$	2,968.75
APPLIED LAND SOLUTIONS	$	3,037.50
BJ FARRELL	$	200.00

BOONVILLE NATURAL GAS CORP.	$	141.89
BOONVILLE UTILITIES	$	78.88
BRETT M ROY	$	2,968.75
CHANDLER UTILITIES	$	20.39
CLERK - WARRICK COUNTY SUPERIOR COURT	$	280.00
TEAMSTERS LOCAL #215	$	3.00
DEBORAH K STEVENS	$	200.00
DIVISION OF CHILD SUPPORT	$	104.00
FORTERRA PIPE & PRECAST-MIDWEST REG US	$	16,140.00
GEM CHEMICAL COMPANY, INC.	$	135.18
HASENOUR, LAURA	$	200.00
HILTON FORT WAYNE	$	1,000.00
INDIANA CHAPTER OF THE IAAO	$	20.00
INDIANA OFFICE OF TECHNOLOGY	$	104.57
JONES, THOMAS	$	60.00
KATHY DISINGER	$	200.00
LAW OFFICE OF JONATHAN M YOUNG	$	442.50
MARK K. PHILLIPS, PC	$	2,968.75
MARTIN & MARTIN, INC.	$	5,937.50
MOUNTAIN VALLEY OF EVANSVILLE	$	39.00
MUTUAL OF OMAHA	$	7,647.59
NATIONAL TEST SYSTEMS	$	2,075.00
NEOPOST POSTAGE ON CALL	$	3,800.00
NOMAD TECHNOLOGY GROUP	$	2,585.29
PHILLIPS, BRENNAN	$	2,968.75
PSC	$	161.39
ROBERT R AYLSWORTH JUDGE	$	527.35
SHERRY SMITH	$	2,968.74
STAPLES CREDIT PLAN	$	169.11
STORAGE GUARDIAN	$	980.01
TREASURER OF STATE OF INDIANA	$	550.44
U.S. BANK	$	134.72
UNIFIRST CORPORATION	$	146.07
VECTREN ENERGY DELIVERY	$	1,710.89
WABASH VALLEY SERVICE CO	$	2,121.13
WARREN MATHIES	$	2,968.74
WARRICK COUNTY TREASURER	$	4,125.61
WARRICK PUBLISHING CO	$	49.41
WARRICK SOLID WASTE MGT DIST	$	3,112.50
WTH TECHNOLOGY, INC.	$	900.00
ABA GARAGE DOORS, LLC.	$	179.00
ACKERMAN OIL CO INC	$	1,719.67
AIGNER HARDWARE	$	2,244.32
AIRGAS USA, LLC	$	1,020.84

ALAN ENVIRONMENTAL PRODUCTS	$	438.72
ALEXANDER NEWBURGH CHAPEL	$	100.00
ALPHAGRAPHICS	$	201.44
AMERICAN LEGAL PUBLISHING CORP	$	75.00
AMERICAN SCREENING CORPORATION	$	696.00
AMERICAN STAMP & MARKING PRODUCTS	$	47.87
AUTO WHEEL AND RIM SERVICE	$	1,506.31
B-HIVE PRINTING	$	218.39
BEST ONE TIRE & SERVICE	$	2,612.18
BOB BARKER COMPANY INC.	$	1,084.81
BOONVILLE FEDERAL SAVINGS BANK	$	18.30
BOONVILLE LAWN AND GARDEN INC.	$	76.99
BUMPER TO BUMPER / BTB CHANDLER	$	11.98
C & I ELECTRONICS	$	323.75
CAMP'S AUTO/TIRE SERV. INC.	$	18.98
CDW GOVERNMENT, INC.	$	3,429.07
CHIEF SUPPLY CORP	$	1,000.44
CHRISTOPHER J KIEFER	$	2,000.00
CRS ONE SOURCE(DIAFDS)	$	1,422.07
DAYTON STENCIL WORKS	$	36.84
DEACONESS HOSPITAL	$	306.74
DIGITAL ALLEY	$	42.00
DON'S MUFFLER SHOP	$	184.47
EBN CONSTRUCTION & INDUSTRIAL SUPPLIES	$	466.27
ELITE K-9 INC	$	9.95
EQUIPMENT MARKETING COMPANY	$	1,332.33
ERB EQUIPMENT COMPANY	$	743.41
EVANSVILLE WINSUPPLY CO.	$	104.84
EVIDENT, INC.	$	266.00
FARM BOY FOOD SERVICE	$	2,786.75
FERGUSON ENTERPRISES INC #1480	$	70.35
FLEETPRIDE	$	139.02
FRIDGE FREEZE, INC.	$	3,442.02
GARCIA LAB	$	10.00
GEM CHEMICAL COMPANY, INC.	$	865.12
GENERAL RUBBER AND PLASTIC INC	$	3.60
GRAINGER	$	879.81
HAMLIN EQUIPMENT RENTAL	$	537.60
HERR'S BODY SHOP	$	416.60
HUEBNER TRUCKING COMPANY INC.	$	633.14
HUTSON, INC.	$	677.59
HYDROMAX USA, LLC	$	200.00
I.T.I.	$	250.00
ILLINOIS FIRE & POLICE EQUIPMENT	$	1,378.00

INDOFF, INC.	$	271.37
INTERSTATE BATTERIES OF WABASH VALLEY	$	360.60
J & J SUPPLY, INC.	$	5,657.20
J.E. SHEKELL, INC.	$	3,809.00
KENWAY DISTRIBUTORS INC	$	585.68
KIESLER'S POLICE SUPPLY INC	$	6,307.00
KNAPPS SERVICE CENTER	$	80.84
KOORSEN PROTECTION SERVICES INC.	$	434.75
LAW CHEVROLET BUICK PONTIAC	$	2,858.96
LAWMAN SECURITY AND COUSULTING LLC	$	250.00
LAWSON PRODUCTS, INC	$	1,053.61
LEWIS BROS BAKERIES, INC	$	195.65
LIFETIME PRODUCTS INC	$	4,166.57
MCKESSON MEDICAL-SURGICAL INC.	$	208.13
MEUTH CONSTRUCTION	$	374.00
MEYER TRUCK EQUIPMENT	$	6,790.00
MILLER'S 5 & 10 STORE INC.	$	4,333.82
MINING MACHINE PARTS INC.	$	288.00
MOBILEX	$	60.00
MODERN MARKETING INC	$	420.48
MUNICIPAL ELECTRONICS	$	1,570.30
NICHOLS ELECTRIC SUPPLY	$	187.21
NIX SANITARY SERVICE	$	170.00
O'REILLY AUTO PARTS	$	106.24
OFFICE CONNECTION	$	383.94
OFFICE DEPOT, INCORPORATED	$	2,429.25
ONYETT FABRICATORS, INC.	$	2,675.00
PAVING MAINTENANCE SUPPLY	$	10,719.30
PLAQUES PLUS	$	61.00
PLUMBERS SUPPLY CO INC	$	950.65
QUILL CORPORATION	$	206.94
RAINBOW PRINTING	$	50.00
ROSE HILL CEMETERY	$	100.00
RUXER TRUCK CENTER	$	334.87
SENTINEL OFFENDER SERVICES LLC	$	320.30
SIEGELS	$	1,730.00
SISCO'S AMERICAN HOSE & HYDRAULICS	$	404.16
SOUTHEASTERN EQUIPMENT CO.,INC	$	122.00
ST VINCENTS WARRICK EMERGENCY	$	961.78
STOP STICK, LTD	$	927.00
T.K.O. GRAPHIX	$	1,237.44
THE HOME CITY ICE COMPANY	$	176.40
THE MASTER'S TOUCH LLC	$	8,263.83
TOTAL COURT SERVICES	$	259.25

TRI STATE ORTHOPAEDIC SURGEONS INC	$	53.92
TRI-STATE LIGHTING & SUPPLY CO INC	$	202.53
TRI-STATE REPORTING, INC.	$	139.10
VOMAC TRUCK SALES	$	276.65
WABASH FOODSERVICE	$	5,088.19
WARRICK AUTOMOTIVE SUPPLY	$	806.43
WEBER EQUIPMENT	$	170.70
WESTERN NRG, INC.	$	84.24
Grand Total:		$ 1,816,423.53

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, May 14th, 2018. IC 5-11-10-2 permits the governing body to sign the accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing. We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, in the total amount of: $1,816,423.53 Dated this 14th day of May, 2018.
Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

WCHD
2018 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
EDIT		1	Lincoln	SR 61			Skip Pave	CL&EOP	114,000.00	3,500.00		117,500.00
EDIT		1	Bell Road	Telephone	Jenner	7,712	Resurface	CL	34,000.00	700.00		34,700.00
EDIT		1	Bell/Herr	Jenner	Castle Garden	3,324	Resurface	CL	64,800.00	1,200.00		66,000.00
EDIT	1	1	Edgewood	OLD SR261	Bell	3,841	Resurface		18,750.00			18,750.00
EDIT	1	1	Brosend	Ross Hill	Camp Brosend	940	Resurface		33,050.00			33,050.00
EDIT	1	1	Ross Hill	Brosend	Old SR 261	1,571	Resurface		23,700.00			23,700.00
EDIT	1	1	Camp Road	Old SR 261	Brosend	734	Resurface		19,600.00			19,600.00
EDIT	1	1	Camp Brosend	Old SR 261	Dead End	681	Resurface		44,500.00			44,500.00
EDIT	1	1	Center Ridge/Valley	Martin	Martin	2,028	Resurface		54,100.00			54,100.00
EDIT	1	1	Weddle	Martin	Center Ridge	2,667	Resurface		43,250.00			43,250.00
EDIT	1	1	Brookfield	Woodview	Clearview	2,131	Resurface		16,350.00			16,350.00
EDIT	1	1	Heritage	Clearview	North Cul-de-sac	515	Resurface		23,050.00			23,050.00
EDIT	1	1	Newell/Addison	Martin	SR 68	2,824	Resurface	CL	85,400.00	1,500.00		86,900.00
EDIT	1	1	Marjoletta Sub	Oak Knob	Tippecanoe	1,692	Resurface		52,600.00			52,600.00
EDIT	1	1	Red Brush	Yankestown	SR 61	1,996	Resurface		44,100.00			44,100.00
EDIT	1	1	Kaiser Road	Yankestown	Youngblood	5,230	Chipseal		34,000.00			34,000.00
EDIT	1	1	Yankestown	Dial Line	SR 68	6,335	Chipseal		84,000.00			84,000.00
EDIT	1	1	Vann Park	Upper parking entrance		13,040	Single Seal	CL&EOP	29,000.00	5,500.00		34,500.00
EDIT	1	1	State Street	Chandler	End HMA	472	Resurface		11,000.00			11,000.00
						4,449	Skip Pave	cl	80,000.00	1,500.00		81,500.00
EDIT	2	2	Etry	Folsomville	Shelton							0.00
EDIT	2	2	Pelzer	Mt Gilead	North over failed area	9,928	Resurface	CL	170,500.00	2,000.00		172,500.00
EDIT	2	2	Rishwide Road	Zear Church	Asbury Cem	1,622	Skip pave	CL	31,500.00	500.00		32,000.00
EDIT	2	2	Center Road	SR 261	SR 62	5,219	Resurface		54,400.00			54,400.00
EDIT	2	2	Rooter Road	Yankestown	SR 61	7,313	Resurface	CL	138,400.00	1,600.00		130,000.00
LR&MVH	2	2	Fleming			7,895	Skip pave	CL	52,500.00	1,900.00		54,400.00
LR&MVH	2	2	State Street			640	Chipseal		4,700.00			4,700.00
LR&MVH	2	2	Geyer			3,270	Chipseal		24,000.00			24,000.00
LR&MVH	2	2	Yankestown			2,676	Chipseal		20,000.00			20,000.00
EDIT	2	2	New Hope	Pelzer	Bullocktown	28,325	Single Seal	CL&EOP	60,700.00	12,800.00		73,500.00
EDIT	2	2	New Hope	Yankestown	Pelzer	2,831	Skip pave	cl	40,800.00	1,000.00		41,800.00
EDIT	2	2	Wheatonville	SR 67	Flowers	3,478	Skip pave	cl	68,000.00	1,000.00		69,000.00
						3,748	Skip pave		62,000.00			$\sum_{i=1}^{n} \text{est.}_i$ 0.00
EDIT	3	3	Ashby	Folsomville	Shiloh	7,735	Resurface	CL	113,500.00	1,500.00		115,000.00
EDIT	3	3	Ashby Lane	Shiloh	Dead End	1,420	Resurface		37,000.00			37,000.00
EDIT	3	3	Hadley	SR 161	End of HAC	2,716	Resurface		50,100.00			50,100.00
EDIT	3	3	Coles Creek	SR 68	North	592	Wedge Failed Area		12,300.00			12,300.00
EDIT	3	3	Dale Road	SR 161	County Line	5,357	Skip Pave		72,700.00	2,000.00		74,700.00
EDIT	3	3	Stender	Folsomville	Scales	4,378	Resurface	CL	96,100.00			96,100.00
EDIT	3	3	Davidson Road	SR 66	Stone	4,288	Resurface		74,300.00			74,300.00
EDIT	3	3	Maurer	SR 62	Tennyson	11,002	Resurface	CL	135,100.00	2,500.00		137,600.00
LR&MVH	3	3	Elpers			4,600	ChipSeal		33,200.00			33,200.00
LR&MVH	3	3	Tuley			8,830	ChipSeal		60,900.00			60,900.00
LR&MVH	3	3	Mt. Pleasant			1,330	ChipSeal		10,000.00			10,000.00
LR&MVH	3	3	Agner			4,380	ChipSeal		40,000.00			40,000.00
LR&MVH	3	3	Scales			9,460	ChipSeal		87,600.00			87,600.00
LR&MVH	3	3	Marshall			4,810	ChipSeal		44,300.00			44,300.00
LR&MVH	3	3	Stone			3,500	Single Seal		6,800.00			6,800.00
LR&MVH	3	3	Lincoln Trail			6,350	ChipSeal		60,000.00			60,000.00
LR&MVH	3	3	Hunsaker			2,481	Single Seal		10,300.00			10,300.00
EDIT	3	3	4th Street Lynnville				Single Seal		21,300.00			21,300.00
						540	Resurface		22,000.00			22,000.00
												0.00
				Miles		42.88						0.00
							Road Striping			50,000.00	$0.00	$3,054,000.00
				Budget	$3.0 million	EDIT		TOTAL $$ PHASE	$2,661,750.00	$91,400.00		$2,753,350.00

2018Paving ListPhase 1

Date 5/14/18

WCHD
2018 Phase 2 Paving Projects

fund 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
edit	1	Nester Hills	Bell	Bell	1,571	Resurface		30,300.00			30,300.00
mvh	1	Montgomery Lane	Vann	Nester Hills	1,432	Resurface		29,500.00			29,500.00
mvh	1	Red Brush	Yankestown	East to end of Hma	5,549	Resurface	cl	79,000.00	1,500.00		80,500.00
edit	1	Indian Drive	Pollack	Dead End	1,543	Resurface		30,100.00			30100.00
mvh	1	E Grand River	Pollack	E Grand River	1,204	Resurface		17,000.00			17000.00
mvh	1	Libbert	Indian Drive	Easy St	1,052	Resurface		20,000.00			20000.00
mvh	1	Jenner Road	Oak Grove	Telephone	4,663	Resurface	cl	85,500.00	1,500.00		87,000.00
			SR 261	Bell	11,118	Resurface	cl	165,000.00	3,000.00		168,000.00
edit	2	Scales Lake	Main Road		7,810	Skip Pave		108,000.00			0.00
edit	2	Helm	Bridges	Chandler	4,363	Resurface	cl	120,000.00	1,500.00		108,000.00
edit	2	Stanley	Alvey	Sussott	10,685	Skip Pave		126,000.00			121,500.00
edit	2	Boonville Ball Park	Parking			Chip seal		95,000.00			126,000.00
edit	2	Rockport Road	Boonville Limits	SR 161	11,723	Skip Pave	cl& eop	135,000.00	6,000.00		95,000.00
edit	2	Bullocktown	New Hope	Rockport	2,993	Skip Pave	cl& eop	37,500.00	2,500.00		141,000.00
edit	2	Tennyson	Boonville Limits	Folsomville Degonia	2,317	Skip Pave	cl	30,000.00	1,000.00		40,000.00
edit	2	Degonia	Boonville Limits	District Line	4,283	Skip Pave	cl	50,500.00	1,500.00		31,000.00
edit	2	Trautwetter	New Harmony	Goedeke	5,785	Resurface	cl	107,000.00	2,000.00		52,000.00
edit	2	Lily Pad	SR 68	Newman	2,615	Resurface		56,000.00			109,000.00
edit	2	Kelly	SR 61	End of asphalt	2,020	Resurface		43,000.00			56,000.00
											43,000.00
mvh	3	Degonia	Maurer	District line	745	Skip Pave	cl	11,500.00	1,500.00		0.00
mvh	3	Frog Pond	SR 62	Tennyson Road	4,105	Skip Pave	cl	49,500.00	2,000.00		13,000.00
mvh	3	Holder Hill	SR 61	Madden	8,703	Resurface	cl	175,000.00	2,500.00		51,500.00
mvh	3	Madden	Stanley	Dead End	6,400	Resurface	cl	118,000.00	2,000.00		177,500.00
mvh	3	Friendship	SR 68		1,320	Resurface		50,000.00			120,000.00
											50,000.00
				Miles	19.70						0.00
											0.00
			Budget	$1.0 million							0.00
							TOTAL $$ PHASE	$1,768,400.00	$28,500.00	$0.00	$1,796,900.00

2018Paving ListPhase 2

Date: 5/14/18

WESTERNNRG
TOTAL INTERNET SECURITY

Western NRG, Inc.
4034 Adolfo Rd
Camarillo, CA 93012
USA

805-658-0800

SONICWALL

Quote To:	Ship To:	
Warrick County Commissioners Doug Duncan 107 West Locust Street Boonville, IN 47601 U.S.A. dduncan@warrickcounty.gov (812)568-7121	Warrick County Commissioners Doug Duncan 107 West Locust Street Boonville, IN 47601 U.S.A. dduncan@warrickcounty.gov (812)568-7121	Quote # NRGQ45374-04 Date 03/13/18 Sales Rep. NICHOLE

Qty	Part Number	Description	Unit Price	Ext. Price
1	01-SSC-TZ105-24X7-1	SonicWall TZ 105 Renewal - SN: C0EAE43C41F4 - Highway Garage 24x7 Support for the TZ 105 1 Yr Valid: March 22, 2018 - March 21, 2019 * Hardware upgrade options are available on request	$84.24	$84.24

SubTotal	$84.24
Sales Tax	$0.00
Shipping	$0.00
Total	$84.24

Shipping charges on this quote are estimated, actual shipping charges will be prepaid and added to your final invoice. If you are located in California, Sales Tax will apply on all hardware orders. URGENT CARE monthly hardware / services agreement is optional on all items and will insure that all items are under our exclusive "UNCONDITIONAL" URGENT CARE warranty. Any items under this warranty will be replaced regardless of the cause of failure. URGENT CARE also provides for unlimited technical support 24 x 7. After hours calls will be returned by your dedicated TeamNRG on call engineer within 60 minutes. This quotation is valid for 30 days.

Authorized Signature of Acceptance: _____ Please fax signed quote to: 805-465-8480

104-4443.00

Page 1 of 1

3/13/2018 Quote - NRGQ45374-04

WESTERNNRG
TOTAL INTERNET SECURITY

805-658-0800
4034 Adolfo Rd, Camarillo, CA 93012

Print

Thank you for accepting the quote.

Quote # NRGQ45374-04 Acceptance Details

Name:	Doug Duncan
Signature:	----------
Email:	dduncan@warrickcounty.gov
Date/Time:	March 13, 2018 @ 11:46 am
IP Address:	96.27.225.50

Per the Electronic Signature Act, we've emailed you a copy of this accepted quote to dduncan@warrickcounty.gov

You can view your accepted quote at any time by following the original link to the quote.

Your sales rep Nichole Martinez has been notified and will contact you shortly to finalize your order.

Or you can click below to

PAY NOW

Western NRG | Total Internet Security

https://www.quotevalet.com/concierge.aspx?DocumentId=21af6a7a-09aa-4ddb-9f31-78b9ea383122&TenantId=63f2af4e-9ab8-498d-885a-4d133ecee... 1/1

Western NRG, Inc.
4034 Adolfo Rd
Camarillo, CA 93012
USA

805-658-0800

WESTERNNRG - HWY
TOTAL INTERNET SECURITY

SONICWALL

Service Agreement Extension

Warrick County Commissioners
Doug Duncan
107 West Locust Street
Boonville, IN 47601
U.S.A.
dduncan@warrickcounty.gov
(812)568-7121

Quote # NRGQ45374
Date 12/22/17

Qty	Service Description	Unit Price	Ext. Price
1	SonicWall TZ 105 Renewal - SN: C0EAE43C41F4 - Highway Garage 24x7 Support for the TZ 105 1 Yr Valid: March 22, 2018 - March 21, 2019 * Hardware upgrade options are available on request	$84.24	$84.24
	Yes, I agree to processing my renewal order now. I understand an advocate will call me to collect payment information at the time of my approval and process my order right away. I understand my renewal key code will be applied to my appliance as part of the renewal service.	$0.00	$0.00
	I agree to processing my renewal order 30 days prior to my security expiration date. I understand I am approving the order today, and an advocate will call me to collect payment information but that this order will NOT be processed until 30 days prior to my expiration. I understand my renewal key code will be applied to my appliance as part of the renewal service.	$0.00	$0.00
		Total	$84.24

For continued coverage, provide the information below and fax or mail this payment form within 15 days. Note: This service agreement extension offer may be withdrawn after 120 days from the quote date shown above. This is not a bill, invoice, or statement of account due. You are under no obligation to make any payments unless you accept this quote.

If you have previously sent payment to renew your service agreement, please disregard this notice.

tear here

☐ **Pay by credit card:** (select one) Visa ____ Mastercard ____ Amex ____ **Fax To: 805-465-8480**

Card #_____ Exp. Date:_____

Name on card:_____ Signature_____

Security Code:_____

☐ **Pay by check:** fill in the amount and include this page in the envelope provided along with your check.
Please Note: Include your Quote # on your check and make checks payable to Western NRG, Inc.

Mail to: Western NRG, Inc. 4034 Adolfo Rd. Camarillo, CA 93012 Amount of Check: $ _____

Warrick County Commissioners NRGQ45374 **$84.24**

By providing payment via check or credit card you are authorizing Western NRG, Inc. to process payment as soon as received. Your entitlement to the services will begin no sooner than the date after the current expiration date or once funds are confirmed as received from your financial institution, whichever is later. If for some reason we are unable to match your payment information you have provided, we will make every attempt to contact you to resolve. Only after reasonable efforts have been exhausted will we refund your money in the same form delivered, to the billing address provided on your financial instrument.

3 of 3

Western NRG, Inc.
4034 Adolfo Rd.
Camarillo, CA 93012

WESTERNNRG
TOTAL INTERNET SECURITY

SONICWALL™

Warrick County Commissioners
Doug Duncan
107 West Locust Street
Boonville, IN 47601

Dear Doug Duncan,

Our records indicate that your Dell SonicWALL service agreement is about to expire!

Act now and renew your service to avoid losing access to critical software and firmware updates.

In addition, if you have Dell SonicWALL anti-virus subscriptions expiring, you will be unable to download virus signatures, which could make you susceptible to future virus threats.

To renew, simply use the attached "Service Agreement Extension" form, and the enclosed envelope to remit payment*.

Should you have any questions, please contact our service renewals team at 805-658-0800.

Best regards,

SonicWall Renewals Team
Western NRG, Inc.
805-658-0800
Renewals@WesternNRG.com

1 of 3

PRESCRIBED CONTRACT FOR COMPUTER SOFTWARE, SERVICES, AND EQUIPMENT
State Form 55931 (11-15)

This Contract is entered into by and between L.L.Low Associates Inc. ("Contractor," which term shall include the Contractor's principals), the Warrick County Auditor/Treasurer and the Board of County Commissioners of Warrick County, Indiana (hereinafter jointly and severally the "County," which term shall also mean Warrick County, Indiana), and the Department of Local Government Finance ("Department"), a party solely for the limited purposes of approving the employment of the Contractor and exercising statutory oversight pursuant to IC 6-1.1-31.5-2(c).

RECITALS

A. The County has determined it is in the County's best interest to employ the Contractor as an information technology provider pursuant to the provisions of IC 6-1.1-31.5-2 for the purpose of providing computer software, services, and/or equipment as required by IC 6-1.1-31.5-2 and 50 IAC 26;

B. The County and the Contractor have complied with IC 5-22 in obtaining bids, proposals, or a special procurement, and the purchase of the Contractor's software, services, and/or equipment is in compliance with Indiana law;

C. The Contractor's software, services, and/or equipment are certified by the Department pursuant to 50 IAC 26-18;

D. The County is awarding the Contract to the Contractor after compliance with IC 5-22, and the Contractor is willing to contract with the County subject to the terms and conditions of this Contract;

E. This Contract is subject to the provisions of IC 6-1.1-31.5 and 50 IAC 26 and the Contractor will comply with the provisions of IC 6-1.1-31.5 and 50 IAC 26 in connection with this Contract; and

F. The Department has final approval authority for the employment of the Contractor pursuant to this Contract, and, as a signatory to the Contract, has the right to exercise its statutory right of oversight of the performance of the Contractor as contemplated by IC 6-1.1-31.5-2.

AGREEMENT

In consideration of the promises, mutual covenants, and obligations of the parties, the County, the Department, and the Contractor agree as follows:

1. Incorporation of Recitals. The foregoing recitals are adopted by the parties as being true and accurate statements and are hereby incorporated as binding representations of this Contract.

2. Products and Services Provided by Contractor. The Contractor agrees to provide to the County certain hardware, software, and/or services, including but not limited to consulting, project management, training, configuration or installation (collectively the "System Package"), all as more particularly described on a Work Plan that must be attached to this Contract as "Exhibit A". From time to time, the Contractor and the County may agree upon additional hardware, software, and/or services to be provided by the Contractor (the

"Additional Products and Services"), which shall be designated on additional Work Plan(s) and attached as Addenda to this Contract and executed by the Parties pursuant to the same formalities as the execution of this Contract. The System Package, Work Plan, and Additional Products and Services shall be governed by the terms of this Contract, and to the extent the terms of this Contract and the Work Plan contradict, the terms and provisions of this Contract shall control.

3. Contractor's Product Compliance with Indiana Law. If the Contractor's duties pursuant to this Contract are to provide either a component of or a complete property tax management system, the Contractor agrees as follows in compliance with 50 IAC 26-19-1(b)(3) and (5) and 50 IAC 26-19-2(b)(2):

A. The Contractor guarantees and warrants that the products covered by this Contract meet the provisions of 50 IAC 26-19, and if any party subsequently discovers a failure by the Contractor's products to meet the provisions of 50 IAC 26-19, the failure will be corrected at the Contractor's expense.

B. The Contractor will make any product or service change that is required as a consequence of a change in any law, rule, or state policy relating to the System Package (and components thereof), provided that Contractor is compensated equitably, based on common industry rates, as are reasonably agreed to by the parties. The Contractor understands that even if the Contractor claims that it is not being equitably compensated and refuses to make a product or service change, 50 IAC 26 authorizes the Department to decertify the Contractor's System Package (and components thereof) if it does not comply with applicable laws. Such decertification could result in the System Package (and components thereof) being ineligible for operation in Indiana. Decertification by the Department shall not be considered a breach of this Contract by the Department. A decision by the Department to decertify the System Package or any component thereof shall not be attributed to the County and shall not give rise to a cause of action against the Department.

C. The Contractor will provide assistance to the County as may be required to modify the property tax management system (or component thereof) to comply with changes in stated law, Department rules, Department policy statements, or 50 IAC 26-19 within the time period prescribed by the law, rule, or Department.

4. Contractor to Provide Maintenance Agreement. The Contractor agrees, in compliance with 50 IAC 26-19-2(b)(1) and (4) and 50 IAC 26-19-3, that if it is a vendor of assessment software or tax and billing software, it will provide (i) a software maintenance agreement that meets the standards prescribed in 50 IAC 26-19; (ii) the Contractor will reimburse the County for all costs incurred as a result of the Contractor's failure to continue to support the assessment software or tax and billing software during the life of the maintenance agreement; and (iii) the Contractor must offer a maintenance contract for ongoing maintenance services of the property tax management system that includes (1) telephone support, (2) problem diagnostic support for the Contractor's personnel by any necessary combination of remote and on-site services, (3) system modification initiated by the Contractor, and (4) services to correct defects in software that are provided at the Contractor's expense.

5. Contract Representative. The County Auditor shall be the Contract Representative to serve as the primary contact person under the Contract.

6. Contractor Employees: Project Manager. The Contractor assigns Shawn Law as the project manager, with whom the County and the Department shall discuss all issues related to the Contract, and the contact information for the project manager is:

Address *(number and street, city, state, and ZIP code)*:
210 N. Ironwood Dr., South Bend IN 46615

Work telephone: (574) 234-7240 Home telephone: (____)_____ Cell number: (____)_____
E-mail address: _____

7. Work Plan. Attached hereto, and incorporated fully herein as Exhibit A, is the Work Plan developed and approved by the Contractor and the County setting forth the schedule for the completion of work under this Contract. The Contractor and the County warrant and represent that the Work Plan ensures that all information technology requirements necessary to fully comply with the obligations of 50 IAC 26 have been met. The Department will not approve this Contract if a Work Plan complying with the provisions of paragraph 2 is not attached.

8. Performance Bond. If the County requires surety and performance bonds, the Contractor must purchase a performance bond or bonds from a surety licensed to do business in the State of Indiana. The performance bond(s) must be in the same amount as the price of this contract and must entitle the County to call upon the surety to complete the contract in one of three ways: 1) the surety completes the contract by hiring a completion contractor; 2) the surety and the County choose a new contractor to complete the contract and the surety pays the costs; or 3) the County alone chooses a new contractor and the surety pays the costs. If the surety chooses to complete the contract by hiring a completion contractor, the surety assumes the same risk as the original Contractor. A requirement that the Contractor provide surety and performance bonds may be attached to this Contract as an addendum to be signed by all parties. Alternatively, the Contractor and County may agree to a performance retainer and attach an addendum signed by all parties to this Contract to provide for such a retainer.

9. Disaster Recovery. The Contractor ☐ shall/☑ shall not provide a Continuity Plan. The Continuity Plan is hereby incorporated by reference and shall provide, at minimum, the following:

A. provision of an alternate power source for uninterrupted services;

B. designation of one or more facilities (each a "Disaster Recovery Site") or separate computer resources to which the Contractor shall move the affected portion of any Services upon the occurrence of a Force Majeure event requiring such a relocation (including a Force Majeure event at a Disaster Recovery Site), which Disaster Recovery Sites for this Agreement shall be N/A;

C. equipment of each Disaster Recovery Site with data processing resources sufficient to provide all Services in reasonable compliance with the terms and conditions of the Contract, based on the circumstances of the Force Majeure event; and

D. specification of all procedures for the determination or declaration of a Force Majeure event, which determination or declaration may not be unreasonably withheld or delayed by either party. In the event of a Force Majeure event, the Contractor shall use commercially reasonable efforts to resume delivery of the services (including via electronic access) utilizing the Disaster Recovery Site in the timeframe provided in the Continuity Plan. To the extent one or more Force Majeure events materially and adversely affects or prevents performance of the Continuity Plan, the Contractor shall provide the Department with a plan to resume delivery of the Services no later than seven business days thereafter at all Service Locations other than those at which the Force Majeure event has rendered impractical the delivery of the Services at such Service Locations. The Department shall not unreasonably deny approval of the new plan.

E. This section supplements Section 36 of this Contract.

10. Office Space; Computer Support. The County ☑ shall/☐ shall not provide the Contractor with office space and ☐ shall/☐ shall not provide the Contractor with computer support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with office space and/or computer support in connection with the performance of this Contract.

11. Continuity of System Operations. If for any reason the County changes the assessment or tax and billing software or any other part of the computer system at (i) the end of the Contract term, (ii) Contract termination, (iii) decertification, or (iv) failure of recertification, the Contractor shall in no way impede or delay the smooth, orderly, and timely transfer of the County's data from the current database to the new database.

12. Source Code Escrow. The Contractor agrees to maintain an Escrow Agreement for the Software source code and related documentation for the benefit of the County and the Department during the term of the Contract. Contractor further guarantees that it will include the Department as a third party beneficiary to the Escrow Agreement at no charge to the Department. Additional terms and conditions include:
The contractor shall provide to Escrow Agent no more than every (30) days or less than (180) days a new set of deposit materials containing the complete source code for the then current version of Licensed Software with a copy of a description of the deposit materials.

The County and the Department shall be entitled to receive a copy of the software source code in the event that Contractor has ceased all business activities for a period of (90) days or more and a third party has not agreed to assume the responsibilities of this contract.

In the event of any other breach upon the receipt of the deposited materials, Department and County may use the Deposit materials solely for the purpose of data conversion. The Deposit Materials will be considered confidential information of the Contractor. The Department and the County both acknowledge the disclosure of trade secrets will not occur except as needed for the purpose of maintaining the licensed software for up to (180) days or until the data conversion is completed if less that (180) days.

13. Consideration. The County shall pay the Contractor a fee of $ 396,316
(Total first year fees. See Exhibit A - Work Plan Schedules A, B, and C for additional details)

select desired amount in full payment for the complete performance of all duties, responsibilities, and activities set out in this Contract and on the Work Plan mutually agreed to under paragraph 7 of this Contract and attached as Exhibit A. The fee shall be paid in the manner set forth in paragraph 16 below. The parties to this Contract acknowledge that the Department has no duty, responsibility, or obligation under this Contract to pay the Contractor, any subcontractor of the Contractor, or the County. The parties further acknowledge that the work to be performed under this Contract is solely for the benefit of the County and that it is the County's sole obligation to pay the Consideration required under this Contract.

(Provision 14 is optional.)

14. ☐ Guaranteed Most Favorable Terms. All of the prices, terms, warranties and benefits granted by the Contractor in this Contract are comparable to or better than the terms granted by the Contractor to any other similarly situated state and local government customer. If the Contractor, prior to the delivery of the software, announces a price reduction or makes generally available to other customers more favorable terms or conditions with respect to the software, such prices, terms, warranties, or conditions shall be made available

to the County and the Department on the date the price reduction or change in terms and conditions became effective.

15. Condition of Payment. All services provided by the Contractor must be performed to the reasonable satisfaction of the County and the Department, as determined at their sole discretion and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The County shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract, or performed in violation of federal, state or local statute, ordinance, rule, or regulation.

16. Time and Manner of Payment. The Contractor shall be paid as follows:

A. The Contractor shall submit a claim for payment
See Exhibit A - Work Plan Schedules A, B, and C for additional details

Periodic *[specify monthly, yearly, or lump sum]* payment is subject to the completion percentage requirements set forth in the Work Plan, subject to approval by the County, and is subject to full compliance with all other obligations under this Contract. Approval ☐ shall/☑ shall not be based on the Periodic *[specify the time period when the reports must be submitted; for example, monthly, weekly, or biweekly]* progress reports submitted by the Contractor. Payment shall be made to the Contractor within 45 days after approval by the County.

B. If all work is not completed under this Contract by the completion date specified in paragraph 19 of this Contract or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments may be suspended until all work has been satisfactorily completed and approved by the County and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within 10 days after that approval by the County, subject to other terms of this Contract. The County is exclusively responsible for payment to the Contractor. The Contractor shall not submit any claim for payment to the Department nor make any claim for damages against the Department under the Contract. The Department has no financial or other obligations, including damages, to the Contractor and is a party to this Contract solely for the purpose of fulfilling the requirements of IC 6-1.1-4-17(a).

(Provision 17 is optional.)

17. ☐ Penalties. Pursuant to IC 6-1.1-4-19.5(b)(2), payments due under this Contract shall be reduced by the amount of $ N/A per business day that any part of the performance by the Contractor remains incomplete after the due date specified in this Contract due to the fault of the Contractor.

18. Certification of Computer Software and Services.

A. A material inducement for entering into this Contract is that the Contractor's computer software and computer services have been certified under IC 6-1.1-31.5 and 50 IAC 26-18 in order to enter into this Contract. The Contractor represents and warrants that all required certifications are in effect at the time of entering into this Contract.

B. The Contractor will take all steps necessary to maintain such certification throughout the term of this Contract. The Contractor shall immediately notify the County and the Department in writing of any circumstance or occurrence jeopardizing certification status.

C. Pursuant to 50 IAC 26-19-2, this Contract is void and the Contractor may not receive additional funds if the Contractor's certification is denied, decertified, or revoked.

19. Term of Contract. This Contract commences on the date the Department signs and the Contractor shall commence work under this Contract within 14 days of the date of approval by the Department of the Contractor's engagement pursuant to this Contract. The Contractor shall complete all work to be performed under this Contract on or before December 31st, 20 19.

20. Contract Reports and Monitoring.

A. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. The Contractor shall make such materials available at its office at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the Department and County or their authorized designees. Copies shall be furnished at no cost to the Department and County if requested.

B. The Contractor shall, if so required by paragraph 16(A), provide written progress reports to the County in a form reasonably prescribed by the County and consistent with paragraph 16(A). The reports must include the status of the work being done. The County may require that additional information be included in the reports. The Contractor shall submit the reports to the County within three business days of receipt of a request.

C. The County may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The County may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program-related records and by making personnel available upon request for the purpose of monitoring quality, performance, and progress.

D. As required by IC 6-1.1-4-19.5(b)(7), the Contractor shall give unrestricted access to his or her work product to the Department and to Legislative Services Agency.

21. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the County becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the County shall notify the Contractor in writing of its dissatisfaction. Upon receipt of the same, the Contractor shall have seven days to cure the County's dissatisfaction. If the County is still dissatisfied after the Contractor has exercised its opportunity to cure, then the County may request in writing replacement of any or all such individuals, and the Contractor shall grant such request.

22. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the County. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented, or modified by a written document executed in the same manner as this Contract.

23. Authority to Bind Contractor. The signatory for the Contractor represents that he or she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his or her signature is affixed and accepted by the County and the Department.

24. Confidentiality of Information.

A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the County and the Department.

B. The parties acknowledge that the services to be performed by the Contractor for the County under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the County or the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the County agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

C. If the County or the Department receives a public records request that relates to information or documents in the possession of the County or the Department related to the Contractor's intellectual property, trade secrets, or other proprietary rights, the County or the Department shall promptly forward such request to the Contractor for response. The Contractor shall designate in writing which of those documents, if any, it considers confidential information or information otherwise excepted from public disclosure requirements and state with specificity the factual or legal basis for objecting to the disclosure of such documents. The Contractor agrees and acknowledges that only information falling within a specific exemption permitted under IC 5-14-3-4 shall be designated as Confidential. The Contractor shall mark each page of a document considered to be confidential information as "Confidential" or a similar designation. The County or the Department shall promptly review the basis for the Contractor's claim of confidentiality and shall not disclose the documents subject to the Contractor's claim if the County or the Department concurs with such claim, provided that if the County or the Department determines that its obligation under public access law requires such disclosure, the County or the Department shall promptly notify the Contractor of such determination and will not make such disclosure if the Contractor obtains, prior to the expiration of the applicable timeframe for response to such request, either an opinion from the Indiana Public Access Counselor that such disclosure is not required or a protective order or other relief from any court of competent jurisdiction in the State of Indiana preventing such disclosure.

D. The Contractor acknowledges that the Department will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

25. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda and other materials (the "Materials") (not including the software) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the County and

all such materials will be the property of the County. If ownership interest in the Materials cannot be assigned to the County, the Contractor grants the County a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials (other than as related to contract performance by the Contractor) without the prior written consent of the County is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the County or the Department and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense.

C. In addition a copy of the software program will be licensed to the County solely for their use during the term of the contract. This copy of the licensed software program may not be copied or otherwise duplicated for use by another county or entity without the express written consent of the Contractor. The Contractor shall provide the County and the Department full, immediate and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

26. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the County, the Contractor shall comply with all Indiana Office of Technology ("IOT") standards, policies, and guidelines, which are available online at http://iot.in.gov/architecture/. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the County shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The County or the Department may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Delays.

A. Whenever the Contractor or the County has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, it shall, within 21 days, provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

B. In the event of a delay by the Department, legislative action, or court rulings, the County reserves the right to re-negotiate all terms of the Contract, including costs.

28. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the County or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the County or the Department for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Department. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within 30 business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within 30 business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The County may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Department, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute, in particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC 4-6-2-11, which requires approval of the Governor and Attorney General.

29. Termination for Convenience by County. This Contract may be terminated, in whole or in part, by the County or the Department whenever, for any reason, the County or the Department determines that such termination is in its best interest. A decision by the County to terminate this Contract shall not be attributed to the Department. Similarly, a decision by the Department to terminate this Contract shall not be attributed to the County, nor shall such a decision by the Department give rise to a cause of action against the Department. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty days prior to the termination effective date specifying the extent to which performance of services under such termination becomes effective. In the Notice, the party or parties terminating this Contract must state which party or parties initiated the termination. The Contractor shall be compensated for services properly rendered prior to the effective date of termination, but under no circumstances will the Department be responsible for any payment, including damages, to the Contractor. The County will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

30. Termination for Default by County. If the County, sixty days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

31. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq.*, and audit guidelines specified by the State.

32. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana or the County. The Contractor agrees that any payments currently due to the State of Indiana or the County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.

C. The Contractor certifies, warrants, and represents that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana or the County, and that neither it nor its principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency, or political subdivision of the State of Indiana, or the County. The Contractor agrees that it will immediately notify the County and the Department of any such actions and during the term of such actions, the County or the Department may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Contract.

D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or the County, the County may delay, withhold, or deny work to the Contractor.

E. The Contractor warrants that it shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.

F. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC 24-4.7 [Telephone Solicitation of Consumers];

(ii) IC 24-5-12 [Telephone Solicitations]; or

(iii) IC 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous 365 days, even if IC 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC 24-4.7 in the previous 365 days, even if IC 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

H. As required by IC 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

(1) The Contractor does not knowingly employ an unauthorized alien.

(2) The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

(3) The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

(4) The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor 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. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The Department and/or the County may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty days after being notified by the Department and/or County.

33. Taxes. The County is exempt from most state and local taxes and many federal taxes. The County and the Department will not be responsible for any taxes levied on the Contractor as a result of this Contract.

34. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the Department with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

35. Contractor Assignment, Successors, and Subcontracting. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may subcontract with Date Pit Stop for assistance with conversion work, provided that the Contractor gives written notice to the Department and the Contract Representative at least 14 days prior to the subcontracting. The Contractor understands that it is ultimately responsible for ensuring that the data are converted correctly and for working with any subcontractor to remedy any errors that may be encountered during the conversion process. The ultimate responsibility of ensuring the accuracy and integrity of the data conversion rests with the Contractor (in consultation with the County) and cannot be delegated or subcontracted.

The contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative thirty days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

36. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

This section supplements Section 9 of this Contract.

37. General Provisions.

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

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

C. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining section, subsections, clauses or provisions of this Contract.

D. Addenda. No addendum to this Contract will be binding unless in writing and executed by all of the parties that are signatories to the Contract.

38. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

39. Notice to Parties. Whenever any notice, statement, or other communication, including changing contact information, is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the County shall be sent to:

Name: Deborah Stevens Title: Auditor
Organization: Warrick County Government
Address *(number and street, city, state, and ZIP code)*:
One County Square Suite 214 Boonville, IN 47601

Telephone number: (812) 897-6110
Fax number: (812) 897-6401
E-mail address: dstevens@warrickcounty.gov

B. Notices to the Contractor shall be sent to:

Name: Shawn Low Title: VP Government Operations
Organization: L.L. Low Associates Inc.
Address *(number and street, city, state, and ZIP code)*:
210 N. Ironwood Dr., South Bend, IN 46615

Telephone number: (574) 234-7240
Fax number: (574) 233-4706
E-mail address: ShawnLow@llilow.com

C. Notices to the Department shall be sent to:

General Counsel
Department of Local Government Finance
Indiana Government Center North
100 North Senate Avenue, Rm. 1058B
Indianapolis, Indiana 46204
317-233-9219 voice
317-974-1629 fax

40. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Department within ten days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

D. Notifying the Department in writing within ten days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

41. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the County and the Department, their agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor in the performance of this Contract. The County and the Department shall not provide such indemnification to the Contractor.

42. Insurance.

A. The Contractor must carry automobile, public liability, and worker's compensation insurance policies for the entire duration of time during which the Contractor is completing obligations under this Contract. The Contractor's public liability and worker's compensation insurance policies must provide for minimum liability limits not less than $1,000,000 per occurrence. The Contractor must have automobile insurance that meets or exceeds the minimum amounts required by the State of Indiana for each vehicle it will use in the fulfillment of this Contract. A material inducement for entering into this Contract is that the Contractor will carry automobile, public liability, and worker's compensation insurance policies consistent with the requirements of this section. Failure to maintain insurance policies consistent with this section may be deemed a material breach of this Contract and grounds for immediate termination by the County or Department and denial of further work with the County. The Contractor must provide the County with copies of its insurance certificates and endorsements.

(List any additional insurance policies or coverage amounts that the County requires the Contractor to carry beyond the policies or amounts listed above.)

B. The Contractor's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

(3) The County and the Department will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County and the Department under this Contract shall not be limited by the insurance required in this Contract.

(4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty days prior written notice to the County and the Department.

43. Identification. All personnel involved with performance of work for the Contractor ☐ are/☑ are not required to carry identification cards, which include a photograph of the individual and the Assessor's signature. All vehicles used by personnel ☐ are/☑ are not required to be marked appropriately and registered with the County Sheriff's office, with local police departments located within the County, and with the Assessor's office.

44. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the County and any applicant or employee of the Contractor.

45. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions.

46. Copy of Contract. The County shall provide to the Department a copy of this Contract, including documentation of any performance bond, within seven days of its signing by the County and Contractor. The Contract does not take effect until it is signed by the Department.

47. Substantial Compliance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

48. Affirmation that Contract Language Has Not Been Altered. The parties affirm that they have not altered, modified, changed, or deleted the Department's Boilerplate contract clauses in any way, except where the contract explicitly permits the addition or modification of terms. Any alteration not explicitly permitted is void.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5 prior to execution of this contract.

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

Contractor:

By: Shawn Law
Printed name: Shawn Law
Title: VP Government Operations
Date *(month, day, year)*: Dec/10/2018

Where applicable:

Attested By: _____

Assessor:

By: Deborah L. Stevens
Printed name: Deborah Stevens
Title: County Auditor
Date *(month, day, year)*: 6/25/18

Warrick County Board of County Commissioners:

By: Dave Seyfer
Commissioner
Date *(month, day, year)*: 6/25/18

By: Tom Shellhorn
Commissioner
Date *(month, day, year)*: 6/25/18

By: Mark Bierbaum
Commissioner
Date *(month, day, year)*: 6/25/18

The Department of Local Government Finance, pursuant to IC 5-1.1-4-17(a), approves the employment of the Contractor:

By: _____
Printed name: _____
Title: _____ Effective Date *(month, day, year)*: _____