WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
May 29, 2018
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

Commissioner Saylor: Thank you. Good evening, everybody. First item on the agenda is the Public Hearing. So we suspend…?

Todd Glass: Motion to…

Commissioner Saylor: Motion to suspend…?

Todd Glass: Recess.

Commissioner Saylor: Recess.

Commissioner Johnson: Motion to recess.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. (Motion carried 3-0). Alright. First item, Public Hearing, Vacate.

PUBLIC HEARING
IN THE MATTER OF THE PETITION TO VACATE A PUBLIC UTILITY EASEMENT
WARRICK PLACE

Sherri Rector: You want me to read it for you?

Commissioner Saylor: Yeah.

Sherri Rector: Okay. This is in the matter of Petition to Vacate a Public Utility Easement within part of Lot 5 in the replat of Lots 5 and 6, of Warrick Place as per plat thereof. Recorded in document number 2007R-006870, lying in the south half of the southwest quarter of Section 23, Township 6, Range 9 west of, in Ohio Township, in Warrick County of course. And they do, I will report that they do have all the letters of non-objection from all the utility companies. They have provided us proof of publication for this hearing. And they have also noticed all adjacent property owners as required per statute. This is within a subdivision that you all approved the drainage and everything in the, at the last meeting and this is simply vacating an easement that is not being used so they can locate the new business over the top of this. It's all in order.

Commissioner Saylor: It's all in order? Okay.

Sherri Rector: Yes, and Tom Keith is here from Easley Engineering.

Tom Keith: Tom Keith, Easley Engineering. I didn't know if you wanted it to be heard now or later. But I'm here to answer any questions you might have concerning this vacation.

Commissioner Saylor: Does the Board, anybody have any questions on it?

Commissioner Johnson: Nope.

Commissioner Saylor: There's none? Okay. Do I have a motion?

Todd Glass: Comments, any comments?

Commissioner Saylor: Are there any comments from the public? No? Okay. Do we…?

Commissioner Weisheit: Open the meeting back up.

Todd Glass: Yeah.

Commissioner Weisheit: Call the meeting back to order.

Commissioner Saylor: Okay, we'll call the regular session meeting back to order then.

ACTION ON PUBLIC HEARING
ORDINANCE 2018-13

Commissioner Saylor: So, do I have a motion?

Commissioner Weisheit: I make a motion to approve the request to vacate the easement.

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).

Tom Keith: Thank you very much.

Commissioner Weisheit: Thanks for coming up.

Commissioner Saylor: Thank you. Okay, next item on the agenda is APC. Sherri?

Sherri Rector: So did you close it and I was reading?

Commissioner Saylor: Yes.

Sherri Rector: That would have been Commissioners' Ordinance 2018-13.

Commissioner Saylor: Do we need to put that (inaudible) record?

Sherri Rector: For the record.

Commissioner Johnson: Say it again?

Todd Glass: No.

Sherri Rector: 2018-13.

Todd Glass: It's official.

Sherri Rector: Hum?

Commissioner Saylor: (Inaudible) see it?

Sherri Rector: I don't know what this 'wet of second PM' is there.

Roger Emmons: I saw that.

Sherri Rector: Okay. I have no idea.

(Ordinance 2018-13 is located on Page 20 of these Official Minutes)

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

Sherri Rector: The next item is the Street Construction Plans, the first item listed is Primary Plat-18-04, the Enclave at Oak Grove, PUD, by Ken Favor. We do have a request to continue until your June 11th meeting.

Commissioner Weisheit: Motion to continue.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

REQUEST FOR EXTENSION OF SURETY
RIVER RIDGE SECTION IV

Sherri Rector: The next item is Request for Extension of Surety, River Ridge, Section IV, by Hayden Homes, LLC. Paul Hayden, owner. This is for sidewalk construction. They have had fourteen (14) years. We are holding an escrow of three thousand seven hundred and eight dollars ($3,708.00). It expires on June 10th. Bobby has reviewed.

Commissioner Saylor: Bobby?

Bobby Howard: Yeah, this is the owner of the lot, not the original developer of the sub, so they're just, we're holding a surety check and the dollar amount is sufficient.

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).

(River Ridge, Section IV, is located on Page 20 of these Official Minutes)

STREET ACCEPTANCE
GATEWAY BUSINESS PARK SECTION 1

Sherri Rector: And the last is Street Acceptance, Gateway Business Park, Section 1, by Delta Properties, LLC, by Evan Beck, Member. This is Eastgate Court, that's three hundred twelve point five (312.5) lineal feet. We're holding a letter of credit. It expires August 14th. And Bobby has also reviewed and Mr. Beck is present.

Commissioner Saylor: (Inaudible) questions? Mr. Beck, you want to come up? We have any questions for him?

Commissioner Johnson: (Inaudible).

Commissioner Saylor: Hmm? Hi, Evan.

Evan Beck: Evan Beck with Delta Properties, 4763 Rosebud Lane, Newburgh, Indiana.

Commissioner Saylor: Bobby, is there, you got anything to add to this?

Bobby Howard: The street was inspected. It did meet the approved street plan standards and would recommend approval.

Commissioner Saylor: Okay, alright. Do I have a motion?

Commissioner Johnson: Make a motion to approve.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Evan Beck: Thank you very much.

Commissioner Saylor: Thank you, sir.

Commissioner Weisheit: Good having you.

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

Commissioner Saylor: Alright.

Roger Emmons: (Inaudible) back.

Sherri Rector: Yep.

(Gateway Business Park, Section I, is located on Page 21 of these Official Minutes)

APPROVAL OF MINUTES
MAY 14, 2018

Commissioner Saylor: Next item on the agenda is Approval of May 14, 2018 Regular Session Commissioner Minutes.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

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

ITEMS FOR DISCUSSION
COUNTY ADMINISTRATOR
RIDE SOLUTION – BECKY GUTHRIE

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

Roger Emmons: Thank you, Mr. President.

Commissioner Saylor: Thank you.

Roger Emmons: First up, it's not listed here, but I put it under my items. (Inaudible) you this morning. Becky Guthrie is here with Ride Solution. She'd like to speak briefly to the Board and discuss the 2019 Budget. And you'll see on my information that the County Council, they've been appropriating public transportation funds into the Economic Development Department's budget for the last several years. So, listen to what Becky has to say.

Becky Guthrie: I'm sorry, I should have had that to you early. Yes, I'm Becky Guthrie. I'm the Director of Ride Solution and the WATS Bus Service that operates in Warrick County. I'm just here to, I guess, I think it's good to appear in person to you all to just make you aware of the public transportation provider that we have here in the County. We are the only one (1) right now. We still operate four (4) bus lines, bus lines, you know, the one (1) in Boonville, and we have Chandler. And then we have two (2) in Newburgh that makes the routes. We do this 6:00 AM to 6:00 PM, well a little before 6:00 (AM) and a little after 6:00 (PM) every day, Monday through Friday. We employ approximately seventeen (17) people that live here in Warrick County to do these routes. Plus we have door to door drivers here in the communities that can go anywhere in Warrick County or outside Warrick County to take people that cannot make it to the bus stops. It's so important that we keep getting funding from the County for this. You have had, this year, well, 2017, you surpassed the other nine (9) counties in total trips provided for the other, for all the Counties that we serve. Daviess County used to be like unbeatable, but they, cause we're located there and people are really aware of us. But with the bus system we've established down here, and the people needing the service, then you've surpassed Daviess County. We need more support somehow to keep this system going. We're a non-profit organization. We rely on grants which I write every year for this service. And, but they look for the match dollars here from each county to match that funding up there with the FTA and State level. The buses, they get a lot of miles on them as you can imagine going around and doing these routes. And we currently, the Chandler bus right now has like two hundred and seventy-five thousand (275,000) miles on it. So, it's a bus that we have replace. Along with that, we all know the fuel prices have increased. I know we all are aware of that every day. We don't know what it's going to bring for next year. So we are trying to not cut services here and we want to see where we can generate some more matching funds through the County here. So, I would appreciate it if you would look over your budget and I've asked for ten thousand ($10,000.00) for the last several years and I've not got an increase from here. And it's very important that we show some increase, because we are showing the increase in the trips. We also do a lot of extra services for the County. I don't know that, they seem like they originate over in Newburgh. But we have done some things over here I think in the past. But they need shuttle services all the time because of limited parking in the area for different events they schedule more in Warrick County. We just recently did the Wine Fest over there and we had four (4) drivers that ran the shuttle service. We provided like four hundred (400) some people back and forth. So, that's something that is greatly appreciated, I know by the community and we want to keep doing these kinds of things. So, I just, like I said, I just wanted to come put myself out here to let you know if you have any questions, please ask me. Our budget runs about three million…three point five million ($3,500,000.00) right now for the ten (10) County area. That includes the, we have the five (5) dispatchers full time in our office. So we schedule trips, as many as possible, ahead of time. We do a lot of school trips down here. So, in the summer, it does slack off a little bit. So, we are able to do some of the extra things in the summertime. But each County is not the same as you can imagine, because some, some Counties only do ten thousand (10,000) trips. So we do allocate money where it's needed. And so it's not evenly divided by any means. So, do you, anybody have any questions?

Commissioner Saylor: Becky, have you, have you went to the Council to talk to, have you been to a Council meeting to ask them for funds?

Becky Guthrie: I have been in the past, but I haven't been in the last two (2) years. Jim Wilzbacher was our representative on our (inaudible) meetings and he was very active and was getting the transportation going. And he has kind of went away now, he's trying to retire and do some different things. And he used to be our advocate down here in Warrick County. So, since Jim is not doing that any more, we have not been having someone come.

Commissioner Saylor: Well, obviously if you're at forty-six thousand (46,000) trips, that's a lot of, moving a lot, a lot of people.

Becky Guthrie: A lot of moving. A lot of people.

Commissioner Saylor: Um…

Roger Emmons: And I'll send her letter to the Council as well (inaudible). They'll get it, this information.

Commissioner Saylor: Okay.

Becky Guthrie: Right.

Commissioner Weisheit: And, Becky, I just want to say, I'm a big fan of the public transportation, what you'ens do. And I know how important these dollars are for matching grants too.

Becky Guthrie: It's very important.

Commissioner Weisheit: I mean it's ten thousand ($10,000.00) I hope the County goes and spends, and I hope we are able to come up with a little more because the transportation has increased, and the needs have increased here in our County. And you're doing an outstanding job. I just wanted to go on the record.

Becky Guthrie: Thank you very much.

Commissioner Saylor: I would agree with that. I would, I would encourage you to come back to the Council. We'll do what we can on our end.

Becky Guthrie: I think it has to come from your budget first doesn't it, to go forward?

Commissioner Saylor: (Inaudible).

Becky Guthrie: Not necessarily? Okay? A lot of Counties, I'm saying, if you can't get the Commissioners to put it in, don't go anywhere else.

Roger Emmons: No, that's not the case in Warrick County.

Becky Guthrie: So, not the case here? Okay.

Auditor Stevens: (Inaudible) appropriation from the Council.

Roger Emmons: Right. Did you get five ($5,000.00)? Five thousand ($5,000.00)?

Becky Guthrie: From the Economic Development? I think I got sixty-five hundred ($6,500.00).

Roger Emmons: Oh, okay.

Becky Guthrie: Um hum. The last.

Roger Emmons: A little increase.

Becky Guthrie: The last three (3), no, it's been, it's been sixty-five ($6,500.00) for the last three (3), two (2) or three (3) years.

Roger Emmons: Okay, I know it started at five thousand ($5,000.00).

Becky Guthrie: Oh, yeah, that was the minimum that the County could get when it first started in 2008. If they didn't give five thousand ($5,000.00) then INDOT would not even let us expand here. But we were hoping as we started with five thousand ($5,000.00) and we showed what we do then a lot of the Counties, like I said, give us more. So...

Commissioner Weisheit: When you're having to replace a bus, I guess you're looking at over a hundred thousand dollars ($100,000.00) aren't you?

Becky Guthrie: Well the, I put in there the capital, there's one (1) paragraph in there, yeah, we get capitals and we can ask for, but of course we're asking for all of our needs. But we have put one (1) in to arrive for next year. And the medium transit, which is what we need down here, and so we need ten thousand ($10,000.00). It's an eighty/twenty (80%/20%).

Commissioner Weisheit: Okay.

Becky Guthrie: So we get State pricing on these vehicles which helps a lot. And it comes through the capital acquisitions. So we always have to come up with twenty thousand ($20,000.00) for, I mean twenty percent (20%) of the total price of the vehicles. So, that's how much that's run. We're needing, by next year, I know we're going to have to replace two (2) of them. Plus another thing that we're working on now too, and if anybody has any ideas I'd appreciate it, is we're putting, we don't have any video surveillance in our vehicles. We've had a number, down here in Warrick County, when I say a number, I mean a couple of them. But if we would have had some kind of surveillance equipment there would not have been an issue at all. But it's always he said, she said type thing. And we know how people like to sue these days. So we, I wrote a grant last year for surveillance equipment and actually got it awarded. But now I'm working to try to come up with the twenty percent (20%) on it. So the first priority is the WATS buses as soon as the first ones come in. That's another thing I'm trying to get the twenty percent (20%) match on because that video surveillance, it'll make our insurance price go down. Plus it's just so needed because of the situations that we get into with people, especially in wheelchairs and things like that.

Commissioner Saylor: Becky, how many people do you transport or do you know the number you transport to medical facilities or...?

Becky Guthrie: Percentage wise?

Commissioner Saylor: Yeah.

Becky Guthrie: It'd be a total percentage of, school, school and employment are higher than medical, actually.

Commissioner Saylor: But the, you do transport to hospitals and...?

Becky Guthrie: The numbers...oh, yes, yes. Yeah, in Warrick County.

Commissioner Saylor: Yeah.

Becky Guthrie: But now that, with all the medical facilities that are booming here, it's just like they hardly have a need

Commissioner Johnson: There is.

Becky Guthrie: Is that correct? And so we do have a special price that we will take somebody to that clinic. Because it's just right over the line and they don't, a lot of the veterans don't have a way to get there. So that's something that we have put in there that normally we do not go into Vanderburgh County unless it's just something special. So...

Commissioner Saylor: Somebody told me once if, that if this service is not available and people need to go to maybe a doctor to get something, that they'll actually call an ambulance to get transport.

Becky Guthrie: Oh, they do. It's amazing.

Commissioner Saylor: And so we, so that, this is one (1) of the reasons...

Becky Guthrie: And that's so costly. Yeah.

Commissioner Saylor: So costly.

Becky Guthrie: So costly, yeah.

Commissioner Saylor: And I want to make a comment, my same sentiments are what Commissioner Weisheit said. You know, we want to support this, and try to support additional funding for you guys to, to, to get. So...

Becky Guthrie: Thank, thank you so much. I appreciate it.

Commissioner Saylor: So, I guess what she needs to do is go to the Council? Or, or contact Larry, Larry Taylor? Or is that us?

Todd Glass: No, no.

Roger Emmons: No. Primarily it's going to be the Council. We can encourage the Council to increase it. Probably they're going to say, well, it's going to come out of Economic Development. And Larry's, I can understand where he's complaining of being a catch all for everything.

Commissioner Saylor: Right.

Roger Emmons: Any time an extra need for funds comes up, the, the Council looks at the Economic Development Department.

Commissioner Saylor: Right.

Roger Emmons: So, I mean, yes, it's good for Larry to know about it. And he will know about it. Because when he turns in his (inaudible) he may just enter in what he's got in there.

Becky Guthrie: It's seems like that's the pattern anyway.

Roger Emmons: Yeah.

Becky Guthrie: But I have told at the other Commissioner meetings and Councils cause I go to so many of them, if we, if we keep seeing the increase but we don't get an increase here, then we have to start saying no to people. We have to, especially with the gas prices that they keep going down. I mean and you don't want to say no to people, but you have to try to not make it as convenient for them sometimes. And there's some rides you can do that with. If someone just wants to go to Walmart or wants to go shopping. But we're talking about a lot of the door to door. Cause there's just so many people that just can't get to those bus stops. They need door to door service. And it's only going to cost them a couple dollars more for that. So, but to do that it takes, like I said, more driver time, more mileage, and things, for and that things. So we, we just, we want to keep this going. We worked hard to get this going here. It took a lot of effort from a lot of people. And when I got INDOT people down here for ribbon cuttings, I did something. Because I'll tell you what, they act like Southern Indiana doesn't exist. I mean, I'm telling you, they'd go, like, where? Evansville? Where? Warrick County? Drive all the way down there? I mean it's just, it's a monumental thing. Like, they like to go north and they like to go in the Midwest. But it just seems like it's a struggle for them to recognize some of the things that we're doing down here in the South. And they did come down here and they did see what was going on. They came to two (2) of our, our ribbon cuttings and they were very impressed. Believe me, they were very impressed. So.

Roger Emmons: And it will be the Council's final decision. But as I said, we can encourage them.

Becky Guthrie: I would appreciate anything you could do.

Todd Glass: Economic Development will need to put that increase in their budget proposal though, right?

Roger Emmons: And I can, I'll send him the information.

Becky Guthrie: But how do I...? Is there anything else I need to do, besides...?

Roger Emmons: No. Just go to the Council meeting.

Becky Guthrie: Okay. Come to the Council meeting.

Roger Emmons: June 14th.

Becky Guthrie: How...?

Roger Emmons: Just talk to Krystal.

Becky Guthrie: June 14th?

Roger Emmons: Yeah.

Commissioner Weisheit: You can get on their agenda.

Becky Guthrie: Okay. Okay, thank you.

Commissioner Johnson: Thank you.

Commissioner Weisheit: Good luck. Thank you.

Roger Emmons: Oh, did you want to ask her about the, Epworth?

Commissioner Saylor: Um, Becky, do you have a contact number?

Becky Guthrie: Oh, yes.

Commissioner Saylor: What is it? I'll give her a call.

Becky Guthrie: It's 812-257-0118.

Commissioner Saylor: Okay.

Roger Emmons: Thank you.

Commissioner Saylor: Great. Thank you.

RIGHT OF ENTRY FOR COURTHOUSE SQUARE INDOT SIGNALS

Roger Emmons: Alright, next item, Mr. President, is a Right of Entry for the Courthouse Square. Is Nicholas Meeks in attendance? Could you come up to the podium, Nick? Nick sent an email to me on May 17th and I forwarded that email to you. And it had attached a Right of Entry Form for each corner of the square. I sent it to the Board and Bobby and Todd that same day. And he's come down in case you've got any questions. But basically there's a right of entry for each corner out here. So I'll defer to Todd's review and see if those are sufficient. I have them here for signature.

Todd Glass: It appears to be in order. Nick, how long would this right have to be in place? It doesn't have a period of time necessarily mentioned. Do you know?

Nick Meeks: It would be to the end of the project, which this all came about to match up with the sidewalk project that's going on. But these are decorative poles that we worked with the Mayor on. The biggest thing is lead time on them. It's supposed to let, I believe it's 09-12 (2018). So a three (3) to six (6) month lead time depending on which manufacturer they go with. The completion date I believe was set for next August if everything will be awardable on that letting.

Todd Glass: Can your office notify Roger's by email or sometime when that project is completed so that we know that you no longer need the, the entry right.

Nick Meeks: Yes. Yeah, we can do that for sure.

Todd Glass: With that caveat, Mr. President, I've got it here and it's ready for signature if approved by the Board.

Commissioner Saylor: Okay, do I have a motion?

Commissioner Weisheit: I make a motion to approve.

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).

Todd Glass: Nick, did you want to take, it's to be signed by the Commissioner after the signature by Mr. Saylor. Did you want, were you going to take these back?

Nick Meeks: I can or if you guys want a copy, we can make copies.

Roger Emmons: I could get their signatures and I could email you. Unless you need the originals. I can mail the originals.

Nick Meeks: Could you email me? And I can get it rolling, and then you can just mail the originals? Cover ourselves.

Roger Emmons: (Inaudible) signed documents after the meeting. I'll get it to you.

Roger Emmons: Thank you, Sir.

Commissioner Saylor: Thank you.

(Right-of-Entry, INDOT, is located on Pages 21 through 24 of these Official Minutes)

HEALTH DEPARTMENT
AGREEMENT FOR PROFESSIONAL SERVICES
VECTOR CONTROL – ELIZABETH PHILLIPS

Roger Emmons: Next item, I have a couple of things for the Health Department and Aaron is here in case you've got any questions for him. First is the Agreement for Professional Services. I emailed this to the Commissioners and Counsel and some others on May 22nd. This agreement is between Elizabeth Phillips, the Board of Health by and through the Commissioners. Compensation is twenty-four hundred dollars ($2,400.00) per month. And that's paid from a Vector Control Grant. The term is from June 1st of this year to the end of the year, 12-31-2018. This is basically boiler-plate. Similar type of agreement for professional services. We've had many of these in the past.

Todd Glass: It's good, Roger, from now until the end of the year?

Roger Emmons: Yes. Is that correct, Aaron?

Todd Glass: That needs to be filled in, I think on Page 2, doesn't it?

Roger Emmons: I filled them in.

Todd Glass: Okay. Thank you.

Commissioner Johnson: Is it, Roger, is this for professional services? Is this for an employee? What is this?

Roger Emmons: It's contracted whereas this person, we've had different, it's vector control for the mosquito control. And she will also have some other duties. It's under scope of services. Where she'd be involved with some dye tests for existing septic systems and assessing the conditions of homes and properties upon which complaints have been submitted and periodic inspections of newly installed or repaired septic systems and also obtaining and submitting like ditch samples to see if there's improper waste removal. But primarily it has to do with control of the mosquitos and the West Nile and Zika Viruses.

Commissioner Johnson: Is this for treating mosquitos? Spraying?

Roger Emmons: I, I believe...

Commissioner Johnson: Is this person certified, Aaron?

Aaron Franz: Everybody will have to get certified, if they're not yet. So, they will be.

Commissioner Johnson: Is that just a simple test, or what is that?

Aaron Franz: It's not simple, but it is a, it's a (inaudible)...

Commissioner Johnson: You mean it's a trooper (inaudible)...

Aaron Franz: Yes.

Roger Emmons: I mean, I think every person that you've had doing this has had been certified, right?

Aaron Franz: Well, we recently had to change that to where they will have to be.

Roger Emmons: Okay, that's good.

Commissioner Saylor: So, so, Aaron, my question is, is, is this, you say, this is through like the second half of the year? So what kind of goes on November, December...?

Aaron Franz: They just help with everything else that we, that we do. We do mold complaints, basic housing checks, filing if we need it. Anything that we can, we just structured it probably about seven (7) years ago just to help out with other things. We, we've actually done this program since about 1999.

Commissioner Weisheit: And the grant covers most of this position?

Aaron Franz: It covers all of it.

Commissioner Weisheit: All of it? Okay, good. I make a motion to approve.

Commissioner Saylor: Is there a second?

Commissioner Johnson: Second.

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

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: And thank you, gentlemen.

(Vector Control Contract, Elizabeth Phillips, is located on Pages 24 through 26 of these Official Minutes)

PC QUEST CONTRACT FOR HEALTH DEPARTMENT AND ANIMAL CONTROL

Roger Emmons: Next are proposals that Aaron got from PC Quest. I emailed those also to you on May 22nd. There are two (2) server maintenance contracts. One (1) is for the Health Department here in the Courthouse. That's three hundred forty dollars ($340.00) and one (1) is for Animal Control. That's four hundred fifty-nine dollars and ninety-nine cents ($459.99).

Commissioner Saylor: And how long are those for?

Roger Emmons: Um...

Commissioner Saylor: Is there a time line on that? Is that for 2000...?

Roger Emmons: It's a three (3) year term.

Todd Glass: Is there, it's three hundred forty dollars ($340.00) per server, per quarter? Is there one (1) server at the Animal Control?

Roger Emmons: So, there's one (1) server in your office, right?

Aaron Franz: Yes.

Roger Emmons: And then one (1) server out there?

Aaron Franz: Yes.

Commissioner Johnson: Why such the big price difference?

Aaron Franz: Different amount of data stored, I think was the main reason for it.

Roger Emmons: Contract is two hundred ($200.00), which is the same as, as for Aaron's Office. Then a hundred and nineteen dollars and ninety-nine cents ($119.99) for the Animal Control one (1) for quarter...that says quarterly pricing must be packaged with server maintenance. Offsite backup with five hundred (500) gig storage for a maximum of three (3) devices. And, and there's another hundred and forty dollars ($140.00) on Page 2, and that's their ma...server maintenance, main office, off-site backup with ITE, one (1) TB storage.

Todd Glass: So, one (1) server Animal Control one (1) server, Health Department.

Aaron Franz: Yeah, our server, our server here takes care of our office and also the nurse's office so there's just more information here. And all of this we pay through our Local Health Maintenance yearly grant as well.

Todd Glass: So, it's all grant money? But, just so the Commissioners understand, Animal Control server, would be thirteen hundred and sixty dollars ($1,360.00) per year times three (3). And the Health and Nurse's Offices is four hundred fifty-nine ($459.00), four hundred sixty dollars ($460.00) times four (4), which is one thousand eight hundred forty dollars ($1,840.00) per year times three (3).

Commissioner Johnson: What does it take to terminate that, Todd? If we want to terminate.

Todd Glass: Thirty (30) days.

Commissioner Johnson: Thirty (30) days?

Todd Glass: Yep, hang on a minute.

Roger Emmons: It says upon expiration.

Todd Glass: Um, it has a thirty (30) day cancellation at the end of the three (3) year term only.

Commissioner Saylor: So, it's a three (3) year term we can't...

Todd Glass: So, it's a three (3) year term.

Commissioner Saylor: We can't cancel it.

Todd Glass: Correct.

Roger Emmons: It says upon expiration. Okay, or any renewal terms. So, any renewal would be after the three (3) years then, wouldn't it?

Todd Glass: Will the grant be in existence during in the next three (3) years?

Aaron Franz: Yes.

Todd Glass: It's not renewed annually, or anything?

Aaron Franz: It's, we, they, we have to fill out a budget for it, but it's, it's been around longer than I have. It's just, it's based on population. So, the Indiana State Department of Health has granted it every year for the last fifty (50) plus.

Commissioner Johnson: So, Aaron, this is, this is all covered under your grant?

Aaron Franz: Yes.

Commissioner Saylor: What's the, what's the total value of this contract? Is there a total number there, Counselor?

Todd Glass: Animal Control is, I'm not a numbers guy, one thousand three hundred and sixty dollars ($1,360.00) per year times three (3).

Roger Emmons: About forty-two hundred dollars ($4,200.00).

Todd Glass: And Health Department and Nurse's Department, one thousand eight hundred thirty-nine dollars and ninety-six cents ($1,839.96) per year times three (3). Both for one (1) server.

Roger Emmons: That's seventy-six hundred ($7,600.00), isn't it? You said forty-nine hundred ($4,900.00)? Or no...?

Commissioner Saylor: Eighteen hundred thirty-nine ($1,839.00).

Roger Emmons: I bumped it up to nineteen hundred ($1,900.00). Let's say two thousand ($2,000.00) times three (3). Six thousand ($6,000.00).

Todd Glass: I won't dispute your numbers.

Commissioner Saylor: Yeah, there abouts. That's what I needed. So basically this is a ten thousand dollar ($10,000.00) contract. And he said that all is covered by a grant agreement.

Todd Glass: Yes, Sir.

Roger Emmons: Present terms of the grant, do you have to take more than one (1) proposal?

Aaron Franz: No.

Commissioner Saylor: Well...

Commissioner Weisheit: I think we kind of requested him to do this so we'd have a contract and not have Non-Certified Claims there. I think was the reason for this.

Roger Emmons: Debbie wanted that too.

Commissioner Weisheit: So, I'll make a motion to approve.

Commissioner Saylor: Do I have a second?

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Aaron Franz: Thank you.

Commissioner Saylor: Thank you, Aaron.

Commissioner Weisheit: Thank you.

Todd Glass: Since this is a proposal, Aaron, I, I would assume PC Quest will produce something in the form of a contract, per se. Thank you.

Aaron Franz: Thank you.

(PC Quest Proposal is located on Page 27 of these Official Minutes)

FIXED ASSET NOTIFICATION FORMS
2018 SCAG MOWER – NEW RADIOS FOR SHERIFF'S OFFICE

Roger Emmons: Okay, we've got some Fixed Asset Notification Forms. First we have the 2018 Scag mower, and let me find it, eight thousand five hundred thirty-one dollars ($8,531.00). You can approve that separately, or and then the second one (1) is the new, forty-four (44) new radios for the Sheriff's Department. That's a total of seventy-three thousand seven hundred fifty-three dollars and sixty cents ($73,753.60). That was awarded at the past meeting, two (2) or three (3) meetings ago.

Commissioner Saylor: Todd, can we do that together or separate? Do we need it separately?

Todd Glass: No, you can approve both set together.

Commissioner Saylor: Do I have a motion for the fixed asset notification forms?

Commissioner Johnson: Motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Fixed Asset Notification Forms are located on Page 38 of these Official Minutes)

COURTHOUSE RENOVATION PROJECT APPLICATION AND CERTIFICATE FOR FIRST PAYMENT TO ENERGY SYSTEMS GROUP

Roger Emmons: Courthouse Renovation Project, Ryan Baker is our Project Manager, and he is in attendance if you should have any questions. He brought me two (2) original payment application number one (1) and related lean waiver for the Guaranteed Energy Savings Project. And this is the payment of the twenty-five percent (25%), after that, they'll invoice us the first Monday of the month. And it's a total amount of one million four hundred fifty-eight thousand eight hundred fourteen dollars and thirty cents ($1,458,814.30). I have, they have been certified by the contractor of course which is ESG, Steve Price...Pride, Senior Vice President of ESG, and there is a signature block on each for Commissioners' President, Dan Saylor.

Todd Glass: Roger, can I ask a question?

Roger Emmons: Sure.

Todd Glass: I'm showing the one million four-fifty-eight-eight-fourteen-thirty ($1,458,814.30) as the engineering mobilization amount and then there's the retainage fund. And if you add, oh, good. Don't we add...?

Roger Emmons: I noticed a fifteen hundred dollar ($1,500.00) discrepancy when I checked them earlier today, between what was stated as our contingency fund and when I did the subtractions, it just, I'll let Ryan explain.

Commissioner Saylor: Ryan, state your name for the...

Ryan Baker: Sure, Ryan Baker with Energy Systems Group, Project Manager. Internally we book the M & V separate, which is the Measurement & Verification, so that was the fifteen hundred dollar ($1,500.00) difference. So it's just a total issue that Roger actually caught. We were lower than the value of the total contract. So that was the issue this morning. But you, you're mentioning retainage?

Todd Glass: Because, is it just the one point four-five million ($1,450,000.00) or is it one point four-five million ($1,450,000.00) plus the seventy-seven thousand dollar ($77,000.00) retainage, because, for a figure of one point five-three-five-nine ($1,535,900.00)?

Ryan Baker: Well, I don't have it right here.

Roger Emmons: The total completed and stored today, the first payment per the contract, that, the amount is less the five percent (5%) retainage, the one point five-three-five ($1,535,000.00).

Todd Glass: Um hum?

Roger Emmons: You subtract that retainage and you get the one point four-five-eight million ($1,458,000.00).

Todd Glass: Okay, so we don't do the retainage at this point?

Roger Emmons: No.

Ryan Baker: Correct. Correct.

Todd Glass: And that's due, I think, technically it's due June 1, correct?

Roger Emmons: Right.

Ryan Baker: Correct.

Todd Glass: And all that I would suggest, Mr. President, Board of Commissioners, which wish to approve the initial draw pursuant to the contract, that'd be conditioned upon the receipt of the Bond Closing, receipt of the bond proceeds which we are anticipating on May 30th.

Ryan Baker: Correct.

Todd Glass: As long as it comes in, it can go out.

Commissioner Saylor: Okay, so we need a motion?

Roger Emmons: Motion to approve certificate and application for payment number one (1) subject to receipt of bond appropriation.

Commissioner Weisheit: So moved as stated.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Commissioner Johnson: So if you get paid on Friday, you're going to start on Saturday, right?

Ryan Baker: Start on, yeah.

Commissioner Weisheit: Started yesterday, didn't you? Thanks, Ryan.

Commissioner Saylor: Thanks, Ryan.

(Certificate and Application for Payment 1, ESG, is located on Pages 38 through 39 of these Official Minutes)

AT&T CAPITAL SERVICES
ACCEPTANCE CERTIFICATE FOR E911 SERVICE

Roger Emmons: Okay, AT&T Capital Services, Incorporated, Acceptance Certificate for E911 Service. Sent that and there were several emails back on May 25th, but initially it was May 24th where I replied to Kelly Pool. She's with AT&T Capital Services, the finance agreement part of this. The, our E911 solution had cut over on May 15th, in other words, the new agreement became effective. What they've done in order to keep our quarterly payment the same is, she worked with Craig Bennett with the public safety part on the service agreement. They have changed the acquisition cost from eight hundred fifty-two thousand ($852,000.00) to eight hundred thirty thousand nine hundred thirty dollars ($830,930.00) to keep our quarterly payments at twenty-nine thousand two hundred thirty-two dollars and twelve cents ($29,232.12). May 25th was AT&T's close-out day for the month of May. So they asked that they get this back in a timely fashion. I did manage to talk to Todd that day and he was okay with consensus and that we would then acknowledge Bob's signing on the 25th and officially approve it at today's meeting. In addition, Craig Bennett sent the Addendum 1 to the Enhanced 911 Service Agreement which reflects the single lump sum payment being changed from the large amount to the smaller amount. That's under the payment options. However, when he sent it to me, there was, it references in red line SBC Global Services Incorporated, dba/AT&T Global Services on behalf of, and that's all in red and a line through, Indiana Bell Telephone Company, Incorporated, and in parenthesis AT&T. So, I think you could approve this subject to Todd, well, me getting the correct form. Because you'll want to do this because of the reduction in the cost. We've just got to make sure we've got the agreement in the correct form.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: I make a motion to approve the acceptance of the certificate for E911 Service and when the documents are prepared correctly.

Commissioner Johnson: Second.

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

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(AT&T Capital Services Contract Addendum is located on Pages 40 through 41 of these Official Minutes)

UPDATE ON NUISANCE ORDINANCE

Roger Emmons: Lastly, reminder that the Nuisance Ordinance becomes effective this Friday, June 1st. And it's not on the, the violation report or the complaint form is not on our website yet, and I'll continue to work with Doug to make sure he gets that on there. I've checked the website earlier today and it just says Nuisance Ordinance coming soon. So, we'll get that done before Friday. That's all I have, Gentlemen. Thank you.

Commissioner Johnson: Thank you.

Commissioner Saylor: Thank you, Roger.

COUNTY ATTORNEY
INTERLOCAL AGREEMENT WITH BOONVILLE REGARDING COURTHOUSE SQUARE RENOVATIONS

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

Todd Glass: Thank you, Mr. President. On my first item regarding the Interlocal Agreement with Boonville regarding the Courthouse Square Refurbishing and Renovations, I'm not quite sure what my direction is there as far as what edits need to be made to that. Do you, are you wanting me to get with the City's Counsel on it? It has, with regards to how you're wanting it bid out? Do you know what you want me to do there?

Roger Emmons: Well, I think we'd like for it to be bid so that we don't get two (2) different contractors, whatever that language takes. I know Joe would like that, and I think Bobby...

Todd Glass: So bidding both the Courthouse Square and the Harold Gunn Pavilion work together?

Commissioner Weisheit: But they could be separate don't you think, Bobby? Or what do you think? They could be one (1)?

Bobby Howard: I think it would be better to put it all in one (1) package.

Commissioner Weisheit: The Courthouse and the Harold Gunn?

Bobby Howard: Yes, just everything at once. And then if the language in the contract just states who's paying for what.

Commissioner Weisheit: I'd just, my consensus is just work with Bobby and Joe on that as far as, and then get with the City. I'm fine with that.

Todd Glass: Then if we have it ready for June 1, approval, is that timing good?

Roger Emmons: June 1st?

Commissioner Weisheit: I don't think you'll have it ready by then.

Todd Glass: June 11th, the next meeting. I'm sorry. I misspoke.

Commissioner Weisheit: Yeah, if you can, that'd be great.

Todd Glass: And then it goes to the City Council, right? Okay. Well, I appreciate that. That's what we'll do then and I'll make sure that's ready for approval by the Board at the next meeting.

Roger Emmons: Okay.

Todd Glass: Is that alright?

Commissioner Saylor: Yep.

DISCUSS APPROVAL OF CONTRACT FOR HOSTING SERVICES MANAGED.COM

Todd Glass: I'm not sure also on Managed.com, I haven't heard anything from Doug regarding any further explanation on this contract, so I'm not prepared to present or recommend it. I'm not, again, quite sure what, what it is. So I don't know if you want to table that...?

Commissioner Johnson: I think I tabled that last time.

Todd Glass: Right.

Commissioner Johnson: Counselor, because I had some questions for Doug on that. But this is the site that, they, they just work and control our website. And they don't actually make changes to it or anything like that. So I would be okay with it.

Commissioner Saylor: It's just a hosting.

Todd Glass: Hosting? It looks to me like it's one hundred twenty-nine dollars ($129.00) a month.

Commissioner Saylor: Correct.

Todd Glass: Um, and I guess you select if you want a two (2), three (3), four (4), or five (5) year term? And then there's a one (1) time thirty dollar ($30.00) set up fee, I believe.

Roger Emmons: That's correct.

Commissioner Saylor: What was...?

Todd Glass: I take that back. This, what Doug has set up is a one (1) year term.

Commissioner Johnson: Yes.

Roger Emmons: The contract for the hosting services is electronic. I did print this out and I went through it with Doug and managed to fill in, you know, we've only got one (1) website to migrate to Manage.com. No special configurations. Of course we use the United States Data Center. And he has selected a one (1) hour complimentary training session. So they provide twenty-four/seven/three-sixty-five (24/7/365) expert support via email, phone, or ticketing system. You know, I don't know if you want to hold up on it 'til Doug gets back from vacation. That would be fine too.

Todd Glass: But if not, for one (1) year term at a hundred and twenty-nine dollars ($129.00) a month plus the thirty dollar ($30.00) fee. The total is one thousand five hundred seventy-eight dollars ($1,578.00).

Bobby Howard: (Inaudible)?

Todd Glass: Hmm?

Bobby Howard: Are you locked into it for a year?

Todd Glass: Just one (1) year. One (1) year term.

Bobby Howard: Okay then.

Roger Emmons: You can specify others if you want to. But this is just for twelve (12) months.

Commissioner Saylor: Is there an early out?

Commissioner Johnson: No. It's a thousand bucks ($1,000.00).

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I make that motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: I'm not aware of an early termination on it.

Commissioner Saylor: So right, it, it's a one (1) year. It's year to year.

Todd Glass: Yeah. Yeah, thank you, Mr. President.

(Managed.com Contract is located on Pages 27 through 30 of these Official Minutes)

AMEND HIGHWAY DONATION FUND ORDINANCE 2018-05 ORDINANCE 2018-14 FIRST READING

Todd Glass: Earlier today, I don't know if you saw it, I have copies here. I sent to you a proposed amendment to Warrick County Ordinance, Section 37.17, regarding the Highway Donation Fund. I've got three (3) copies there. Let me keep that one (1), Mr. Weisheit.

Commissioner Saylor: I have a copy.

Todd Glass: Thank you. And the only proposed edit...

Commissioner Saylor: Does Roger need one (1)?

Todd Glass: For this Ordinance number which I don't have a number on, yet, is the deletion of the one (1) phrase in Subpart A, whereby the Board of County Commissioners of Warrick County establishes the non-reverting operating fund be named the Warrick County Highway Donation Fund. It shall be deposit, monetary donations made payable to the Highway Donation Fund shall be deposited into this fund and applications donated to the fund shall be distributed according to the discretion of the Board of County Commissioners of Warrick County. Perpetual fund, until terminated by enactment Ordinance or amendment. So everything remains the same except for that one (1) deletion of the phrase in Subpart A. If the Commissioners wish then, this would be an Ordinance...?

Kristine Georges: Ordinance 2018-14.

Todd Glass: Ready for First Reading.

Commissioner Saylor: Okay.

Commissioner Weisheit: I make a motion to approve Ordinance 2018-14 on First 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).

Todd Glass: Thank you. And we'll have that finalized at your next meeting for Second and Third Readings.

LOW ASSOCIATES CONTRACT

Todd Glass: I don't have the two (2) items on my agenda, Mr. President, but we do need to address. I believe we have the LOW Associates Contract that involves both the Treasurer and the Auditor's Offices. And I believe that the Treasurer is going to go before the Council this month to discuss the appropriations for it. But I've been provided with the proposed contract for computer software services and equipment. I believe I'm saying that correctly, LOW Associates.

Auditor Stevens: LOW.

Todd Glass: Is it LOW?

Auditor Stevens: Um hum.

Todd Glass: So it's LOW Associates and it is for an integrated County-wide software package for both the Auditor and Treasurer's Office. Perhaps the Auditor can explain it better than I could as far as what it's doing.

Auditor Stevens: Well, it's a system that will replace the current financial software that we have. It will actually be replacing three (3) separate systems. The Treasurer uses three (3) separate systems for all of her financials, collection of taxes, balancing of funds with the Auditor's Office and then her cash book, that is all of the, the funds for the County. On the Auditor's side, it'll replace our tax system and the financial system on our side. It'll be a more integrated system. It will eliminate the human err…the risk of human error in duplicate and sometimes triplicate entries of the same transactions. And it, it's just more efficient. It will produce better outcomes.

Commissioner Saylor: It communicates with everything which, that you don't have right now.

Auditor Stevens: Yes. If we make an entry on our side, it will integrate, pull over to the Treasurer's side. There, it just eliminates a lot of the manual steps that both offices are currently making using those systems.

Todd Glass: The contracts in order, I just don't know as far as the cart before the horse. Is there going to be a funding issue? We probably need to make sure the funding is in place.

Auditor Stevens: We were this close at the last Council meeting. The appropriation had been advertised to come from the General Fund, and so they denied that to re-advertise the appropriation coming from Rainy Day. So they're, we're on the agenda. It's been advertised. We're on the agenda for June 14th for the appropriation for Rainy Day for the initial contract payment, which covers the cost, the initial payment covers the cost of the migration to the new system.

Commissioner Saylor: So can we, can we, do we approve…?

Todd Glass: I would suggest…

Commissioner Weisheit: Pending funding.

Commissioner Saylor: Pending funding?

Todd Glass: You could approve pending funding through the Rainy Day Project. I would mention that it can be actually terminated by the County at any time if something goes awry. With both of those caveats, it's ready for your approval pending funding from the Rainy Day Fund from the Council.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I make that motion.

Commissioner Weisheit: Second.

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

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Todd Glass: And thank you, Mr. President.

(LOW Associates Contract is located on File in the Auditor's Office & May 14, 2018 Minutes)

APPEAL OF MEDBEN

Todd Glass: Lastly, we do have I believe the Appeal of the MedBen decision for one (1) plan participant. We had the administrative meeting last week. And Roger can double up with me on this, but I believe we've received notice from our agent that the third party provider has agreed to accept his full payment for the services, one thousand seven hundred and sixty dollars ($1,760.00). The agent has or is receiving written confirmation of this. I think he had to tweak, correct a number on it. It's for service dates of August 1st, September 1st, and October 1st of 2017. So what is being requested of this Board is that you recommend approval of the Claim per the appeal of the plan participant in an amount not to exceed one thousand seven hundred sixty dollars ($1,760.00) due to extenuating circumstances of this particular claim. And secondly authorizing the agent to sign the authorizing letter on behalf of the County.

Commissioner Johnson: So moved.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. President. Nothing further.

Commissioner Saylor: Okay. Thank you, Counselor.

COUNTY AUDITOR
CLAIMS

Commissioner Saylor: County Auditor?

Auditor Stevens: Okay. All Certified Claims for this evening. And this includes election, all the election workers, but it does include two (2) sizable disbursements to, one (1) to the School Corporation and one (1) to Ohio, Ohio Township Library, or Ohio Library, Central Library for their…

Roger Emmons: Those are whoppers.

Auditor Stevens: Advance draws on tax disbursements. So we're getting really close to the settlement process. But this was an advance. These were advance draws. So the total for expenses is nine million fifty-seven thousand eight hundred dollars and one penny ($9,057,800.01).

Commissioner Johnson: Say it again?

Auditor Stevens: It's sizeable. Nine million fifty-seven thousand eight hundred dollars and one cent ($9,057,800.01).

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: I make a motion to pay the Claims.

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).

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

(Claims are located on Pages 30 through 33 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY

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

Bobby Howard: I have nothing tonight. I think Joe's going to bring up some vehicles that I have for surplus later.

Commissioner Saylor: Okay. Thank you, Bobby.

COUNTY PURCHASING
QUOTES FOR TREASURER'S NEW DOOR AND STAIRS BETWEEN THE STORAGE AND DEPOSIT BOX ROOMS

Commissioner Saylor: Next item, County Purchasing, Joe?

Joe Grassman: Joe Grassman, Purchasing Manager. First item I have are the quotes I took for the renovation for the Treasurer's Office. The addition of a door and a stairway from their storage room to their deposit box room. We had three (3) bids and you can either award to the lowest bidder or reject all bids. Do you have those numbers? You want me to read them to you again?

Commissioner Johnson: No, we've got them.

Roger Emmons: I think you need to read them in for the minutes.

Joe Grassman: Okay. I think I did when I opened them, but I'll go ahead and do that. D & M Construction, four thousand three hundred and thirty-one dollars and eleven cents ($4,331.11), that's four-three-three-one point one-one

($4,331.11). Marx and that's M-a-r-x, Contracting, forty-eight hundred dollars ($4,800.00) even. And finally, Heidorn Construction, six thousand three hundred and forty-nine dollars ($6,349.00) even.

Commissioner Saylor: So, what's you guys' thoughts on it? Roger, where would this money come from?

Roger Emmons: Either Courthouse repairs or Contractual Services. Or we've got a line item for Other Services and Charges. We've got multiple line items even in Cum Cap. We can make a transfer there. So we've got the money.

Commissioner Saylor: What's you guys' thoughts on this? It's not safe the way it is.

Commissioner Johnson: True.

Commissioner Saylor: And we shut, you know, we have shut it down. But...

Commissioner Johnson: I'm just not certain we need a door there. But, I'm open, whatever you guys want to do.

Commissioner Saylor: Well, I'm not certain we need a door there either.

Joe Grassman: Well, can I speak to that?

Commissioner Saylor: Yeah.

Commissioner Johnson: Yes, Sir.

Joe Grassman: You do need a door there, because the door, well I think, cause the ladies have to bend down...

Commissioner Saylor: No, I think what he's referring to, Joe, is access at all.

Joe Grassman: Oh, I got you. Alright. Sorry.

Commissioner Saylor: Yeah.

Joe Grassman: I thought you all meant that actual dimensions of the door. Never mind.

Commissioner Johnson: It's forty-three hundred bucks ($4,300.00). I'm open.

Commissioner Saylor: The Treasurer's said it's, they're concerned about safety and, and monetary and that kind of thing. So...

Commissioner Weisheit: Well, we've got two (2) options, either fix it or we close it off and reject all bids.

Commissioner Saylor: Right, right.

Commissioner Weisheit: So that's our, that's our two (2) options today. So...

Commissioner Saylor: I wouldn't be opposed to fixing it.

Commissioner Weisheit: Me neither. I wouldn't. I mean we've talked about this for a while and it's not going...

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: I'll make a motion to approve the lowest bid to D & M for forty-three-thirty-one-eleven ($4,331.11).

Commissioner Saylor and Commissioner Johnson: I'll second.

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

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0). Bob will do the second. Alright.

Joe Grassman: Alright, thank you.

Commissioner Saylor: Thank you, Joe, appreciate you.

(D & M Construction Bid is located on Pages 34 through 37 of these Official Minutes)

DECLARE VEHICLES SURPLUS

Joe Grassman: Second item are the, are the vehicles Bobby alluded to earlier. He has five (5) vehicles. Do you have, do you have a list of this as Commissioners?

Commissioner Weisheit: We, we had an email mailed to us. I think there was two (2) titles you was looking for wasn't it?

Joe Grassman: Yeah, we've got five (5) vehicles. We found three (3) of the titles, two (2) of them we haven't found. So, I'll just read this real quickly. It's a 1995 Chevy Bucket truck, a 2002 Chevy Silverado, a 1999 Chevy Tahoe, 2006

Commissioner Weisheit: I'll make a motion to declare those vehicles surplus. But, let's go ahead and apply for lost titles so we can sell them.

Commissioner Johnson: I'll second.

Joe Grassman: Alright.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

COURT SERVICES BUILDING
NEW GARAGE DOOR

Joe Grassman: And lastly, we issued a solicitation for quotes to have a new automatic garage door put on the existing garage at the Court Services Building. That is, this type of project is defined by Indiana Code as a Public Work. So all Public Work Codes do apply. Issued or actually sent invitations to quote to three (3) different vendors. That would be Mike Williams Garage Doors, Schalco Garage Doors, Evansville Garage Doors. I received two (2) submitting from those three (3). The two (2) submissions were from Schalco and Evansville Garage Doors. Williams, Mike Williams Garage Doors failed to submit a bid. This is all, this is also a Public Works so you, you, you award it to the lowest, responsible, responsive bidder or you reject all bids. So I'm going to open those two (2) bids.

Commissioner Saylor: Okay.

Joe Grassman: In no particular order by the way. Okay this first bid is from Schalco Garage Doors. Okay, well, it's Schalco, S-c-h-a-l-c-o, Construction and Garage Door. Their bid, total bid, one thousand six hundred forty-eight dollars and eighty-nine cents ($1,648.89), that's one thousand six hundred forty-eight dollars and eighty-nine cents ($1,648.89).

Commissioner Weisheit: That's to install the door and the opener?

Joe Grassman: Yes, that's everything. And we, we went with three (3) little keychain openers, so they would be more, less chance of it getting lost or we give them to those people who would be the primary door users and they'd have them with them at all times. This is from Evansville Garage Doors. And Evansville Garage Doors bid twenty-one hundred dollars ($2,100.00) even.

Commissioner Weisheit: Joe, does it say on there, is it insulated doors? I mean they're, did you require that?

Joe Grassman: That was, yeah, hang on, that's mentioned in the specs. I'm not sure. I know we talked about it. Bear with me a minute here. Well, oh, here we go, here we go. No, not insulated. And there was, I forget, the people that we talked to the day of the walk through didn't think it was necessary to insulate it.

Commissioner Weisheit: I think it's needed and it will help that building for the use it. If the Coroner starts using it for her van out there so I'll make a motion to approve the low bid from Schalco for sixteen forty-eight-eighty-nine ($1,648.89).

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, Joe.

Joe Grassman: Alright, that's all I have.

Commissioner Saylor: Thanks, Joe.

Joe Grassman: Thank you.

(Schalco Construction Bid is located on Page 37 of these Official Minutes)

COUNTY SHERIFF

Commissioner Saylor: County Sheriff?

Sheriff Kruse: Nothing.

COMMISSIONER ITEMS FOR DISCUSSION
MARLIN WEISHEIT-INDOT AND CLEANING OF THE WAR MEMORIAL

Commissioner Saylor: Commissioner Weisheit.

Commissioner Weisheit: Two (2) quick things, if the guy from INDOT would stay, might have a question or two (2) after the meeting just on our sidewalk so we're square with you on that. Don't want to get (inaudible). Then if you have an employee that goes the, above and beyond, I just want to recognize Jason Baxter and Dylan from the Surveyor's Office for cleaning the War Memorial on Friday. So I just wanted to put that in the minutes, what a good job they did. Worked out there all day. So thanks to them.

Commissioner Johnson: Looks very good.

Commissioner Saylor: I commend those two (2) gentlemen too. So, thank you, Commissioner Weisheit. Commissioner Johnson?

Commissioner Johnson: Nothing for me, thank you.

Commissioner Saylor: I have nothing. Anybody else?

Commissioner Weisheit: Motion to adjourn.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye. (Motion carried 3-0)

ADJOURNMENT: Meeting adjourned at 5:03 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

Dan Saylor

DAN SAYLOR, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

Marlin Weisheit

MARLIN WEISHEIT, MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

Vacation

County Commissioners Ordinance No. 2018-13

Ordinance to vacate (1) Public Utility Easement all located within Part of Lot 5 in the Replat Lots 5 and 6 of Warrick Place as per plat therof, recorded in Document Number 2007R-006870, lying in the South Half of the Southwest Quarter of Section 23, Township 6 South, Range 9 West of the 2nd P.M., Ohio Township, Warrick County, Indiana

Whereas, a sworn Petition was presented to the Board of Commissioners of Warrick County, Indiana requesting that (1) Public Utility Easement all located on the same real estate commonly known as:

Part of Lot 5 of Warrick Place

which is described:

Public Utility Easement Vacation Description

Description #1

Part of Lot 5 in the Replat Lots 5 and 6 of Warrick Place as per plat therof, recorded in Document Number 2007R-006870, lying in the South Half of the Southwest Quarter of Section 23, Township 6 South, Range 9 West of the 2nd P.M., Ohio Township, Warrick County, Indiana and described as follows:

Commencing at the most Southeast corner of Lot 5 in said Replat of Lots 5 and 6 of Warrick Place; thence N 00°07'23" W a distance of 28.15 feet to the Point of Beginning; thence

1st: N 77°54'54" W a distance of 136.08 feet; thence

2nd: N 00°24'54" E a distance of 43.56 feet; thence

3rd: S 89°35'06" E a distance of 12.00 feet; thence

4th: S 00°24'54" W a distance of 33.70 feet; thence

5th: S 77°54'54" E a distance of 124.61 feet; thence

6th: S 00°07'23" E a distance of 12.26 feet to the Point of Beginning and containing 2033.71 square feet or 0.047 or acres, more or less

Whereas, after proper notice a public hearing was held by the Board of Commissioners of Warrick County, Indiana where all interested persons were permitted to address the Board of Commissioners of Warrick County, Indiana concerning said vacation.

I

Section 1:
That the Board of County Commissioners of Warrick, County, Indiana, after due investigation and consideration, has determined that the (1) Public Utility Easements located on said real estate commonly known as:

Part of Lot 5 of Warrick Place

which is described above and on the attached Exhibits "A" And as shown on the attached Exhibits "B" is no longer required for public use and the public interested will be served by its vacation.

Section 2:
The Board of County Commissioners of Warrick, County, Indiana, does hereby vacate the (1) Public Utility Easement located on said real estate commonly known as:

Part of Lot 5 of Warrick Place

which is described above and on the attached Exhibits "A" And as shown on the attached Exhibits "B" is no longer required for public use and the public interested will be served by its vacation.

Section 3:
The (1) Public Utility Easement located within Warrick Place as per plat therof, recorded in Document Number 2007R-006870, lying in the South Half of the Southwest Quarter of Section 23, Township 6 South, Range 9 West of the 2nd P.M., Ohio Township, Warrick County, Indiana

Section 4:
This Ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of Warrick County, Indiana.

Final passage by the Board of Commissioners of Warrick County, Indiana this 29th day of May, 2018

BOARD OF COUNTY COMMISSIONERS OF
WARRICK COUNTY, INDIANA

By Marlin Weisheit
Marlin Weisheit

By Dan Saylor
Dan Saylor

By Bob Johnson
Bob Johnson

ATTEST:
Deborah K. Stevens
Deborah K. Stevens
Warrick County Auditor

This Instrument prepared by Thomas Keith, Andy Easley Engineering, Inc. Suite 205, 1133 West Mill Road, Evansville, IN 47710, Phone 812-424-2481.

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

Thomas J. Keith

Extension of Surety

HAYDEN HOMES
FILED
MAY 16 2018
WARRICK COUNTY
AREA PLAN COMMISSION

Hayden Homes, LLC
P.O. Box 160
Newburgh, IN 47629
812-459-0238

May 14, 2018

In regard to the two lots on Water Stone in River Ridge, Hayden Homes, LLC would like to request an extension to install the sidewalk. We had planned to start construction at the end of 2017/beginning of 2018; however, the timeframe did not work out for us due to prior commitments. We would like to request a one year extension on the surety of $3708.00 currently held.

If there is any other action that is required by Hayden Homes LLC, please contact us via email at haydenhomes@hotmail.com or by phone at 812-459-0238.

Thank you for your consideration.

Paul Hayden
Hayden Homes LLC

BOARD OF COMMISSIONERS:

Dan Saylor
President

Member

Marlin Weisheit
Member

ATTEST:

Deborah K. Stevens
Auditor
Date: 5/29/18

Street Acceptance

FILED
MAY 10 2018
WARRICK COUNTY
AREA PLAN COMMISSION

Street Acceptance

Date: May 7, 2018 Receipt#: 32502

NAME OF SUBDIVISION: Gateway Business Park Section 1

as recorded in 2012R-005845 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
Kancgate Court	312.5

Dalco Properties, LLC
Subdivision Developer

This request is accompanied by a certificate of James E. Morley 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: 5/30/18

BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

This instrument was prepared by:
Amanda R. Kaufmann

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.

Amanda R. Kaufmann

Project: 1800879
Road: SR 61/SR 62 WB and 3rd Street

GRANT TO INDIANA DEPARTMENT OF TRANSPORTATION FOR ENTRY ONTO GOVERNMENT-OWNED REAL ESTATE

The undersigned owner(s) of certain real estate situated in Warrick County, known as Warrick County Board of Commissioners, and located 107 W Locust Street, Suite 301, Boonville, Indiana 47601, hereby GRANTS to the Indiana Department of Transportation, its employees, agents, contractors, subcontractors and/or invitees, the right, privilege and authority to enter upon the said real estate for the limited purpose of the following:

To construct the Traffic Signal Modernization at the intersection of Main Street and 3rd Street continuous to the above mentioned property. This work may involve installation of foundations, signal equipment, sidewalk reconstruction with in kind materials.

See attached plan sheet.

EXECUTED on this 31st day of May, 2018.

Signature

DAN SAYLOR
Printed Name

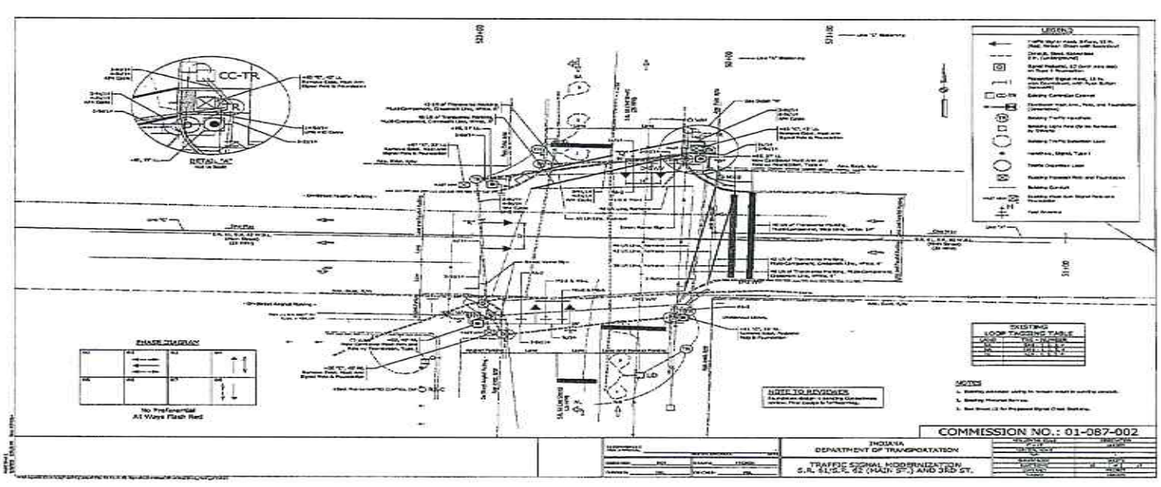
PRESIDENT
Title

Accepted and approved by the Indiana Department of Transportation on this 30th day of May, 2018.

Rusty Fowler
District Deputy Commissioner
Vincennes District

By:

1/07



Project: 1800876
Road: SR 61/SR 62 WB and 2nd Street

GRANT TO INDIANA DEPARTMENT OF TRANSPORTATION FOR ENTRY ONTO GOVERNMENT-OWNED REAL ESTATE

The undersigned owner(s) of certain real estate situated in Warrick County, known as Warrick County Board of Commissioners and located at 107 W Locust Street, Suite 301, Boonville, IN 47601, hereby GRANTS to the Indiana Department of Transportation, its employees, agents, contractors, subcontractors and/or invitees, the right, privilege and authority to enter upon the said real estate for the limited purpose of the following:

To construct the Traffic Signal Modernization at the intersection of Main Street and 2nd Street continuous to the above mentioned property. This work may involve installation of foundations, signal equipment, sidewalk reconstruction with in kind materials.

See attached plan sheet.

EXECUTED on this 29TH day of MAY, 2018.

Signature

DAN SAYLOR
Printed Name

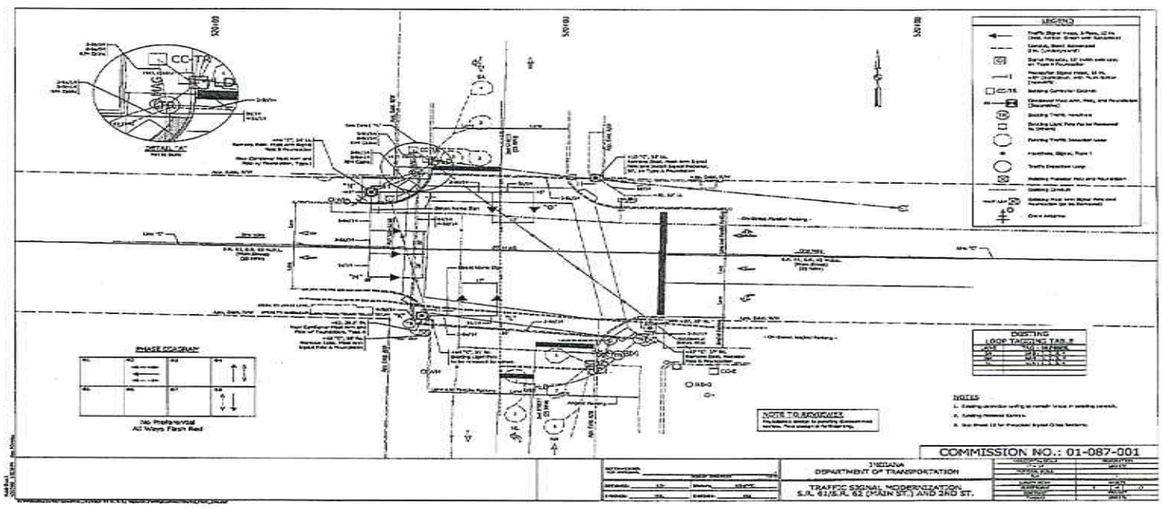
PRESIDENT, WARRICK COUNTY COMMISSIONERS
Title

Accepted and approved by the Indiana Department of Transportation on this 30TH day of May, 2018.

Rusty Fowler
District Deputy Commissioner
Vincennes District

By

1/07



Project: 1800880
Road: SR 61/SR 62 EB and 3rd Street

GRANT TO INDIANA DEPARTMENT OF TRANSPORTATION FOR ENTRY ONTO GOVERNMENT-OWNED REAL ESTATE

The undersigned owner(s) of certain real estate situated in Warrick County, known as Warrick County Board of Commissioners, and located 107 W Locust Street, Suite 301, Boonville, Indiana 47601, hereby GRANTS to the Indiana Department of Transportation, its employees, agents, contractors, subcontractors and/or invitees, the right, privilege and authority to enter upon the said real estate for the limited purpose of the following:

To construct the Traffic Signal Modernization at the intersection of Locust Street and 3rd Street continuous to the above mentioned property. This work may involve installation of foundations, signal equipment, sidewalk reconstruction with in kind materials.

See attached plan sheet.

EXECUTED on this 29TH day of MAY, 2018.

Signature

DAN SAYLOR
Printed Name

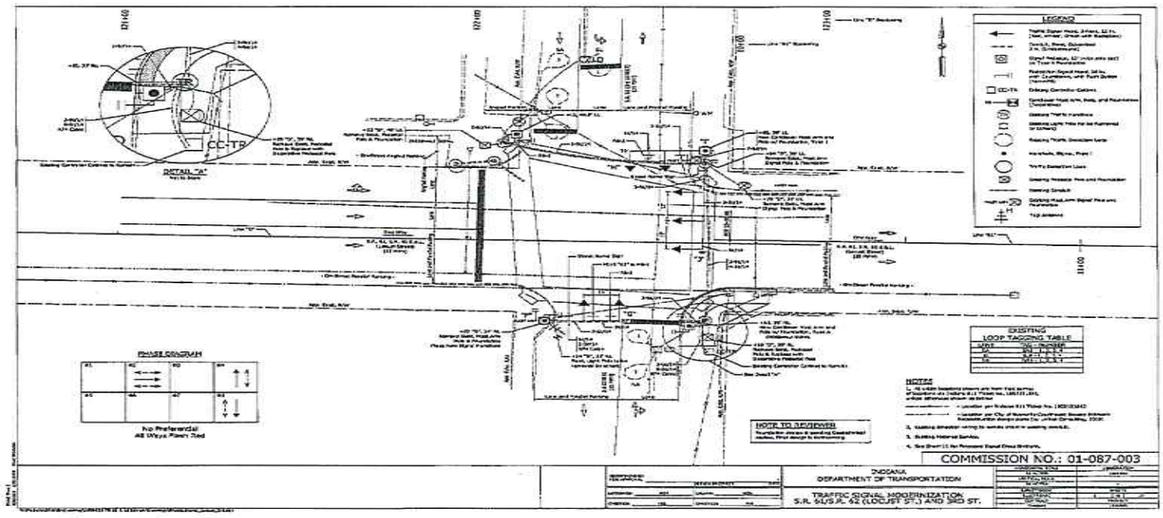
PRESIDENT
Title

Accepted and approved by the Indiana Department of Transportation on this 30TH day of May, 2018.

Rusty Fowler
District Deputy Commissioner
Vincennes District

By

1/07



Project: 1800877
Road: SR 61/SR 62 EB and 2nd Street

GRANT TO INDIANA DEPARTMENT OF TRANSPORTATION FOR ENTRY ONTO GOVERNMENT-OWNED REAL ESTATE

The undersigned owner(s) of certain real estate situated in Warrick County, known as Warrick County Board of Commissioners, and at located 107 W Locust Street, Suite 301, Boonville, Indiana, 47601, hereby GRANTS to the Indiana Department of Transportation, its employees, agents, contractors, subcontractors and/or invitees, the right, privilege and authority to enter upon the said real estate for the limited purpose of the following:

To construct the Traffic Signal Modernization at the intersection of Locust Street and 2nd Street continuous to the above mentioned property. This work may involve installation of foundations, signal equipment, sidewalk reconstruction with in kind materials.

See attached plan sheet.

EXECUTED on this 29th day of MAY, 2018.

Signature

DAN SAYLOR
Printed Name

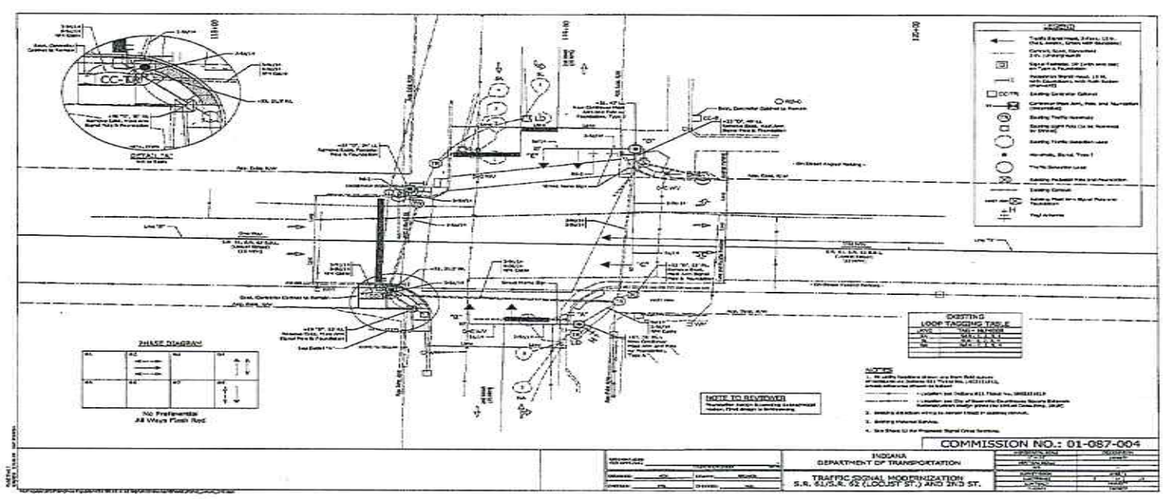
PRESIDENT, WARRICK COUNTY COMMISSIONERS
Title

Accepted and approved by the Indiana Department of Transportation on this 30th day of MAY, 2018

Rusty Fowler
District Deputy Commissioner
Vincennes District

By

1/07



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made as of 5-29-18, by and between Elizabeth Phillips (hereinafter called "Contractor"), and WARRICK COUNTY BOARD OF HEALTH ("BOARD"), BY AND THROUGH THE WARRICK COUNTY BOARD OF COMMISSIONERS ("COMMISSIONERS"):

1. **Nature of Contract**. The parties acknowledge that the BOARD through the COMMISSIONERS is engaging Contractor's personal services as an independent contractor, and nothing contained in this Agreement shall be construed to constitute an agreement for employment. Pursuant to the status of as an independent contractor, Contractor acknowledges that the BOARD will withhold no federal, state or local taxes from payment for any work or services performed under the terms of this Agreement. The BOARD will notify all appropriate governmental bodies of funds dispersed in the form of compensation as required by law, and responsibility for any and all tax liabilities incurred as a result of providing professional services for the BOARD rests solely with Contractor. Further, as an independent contractor, Contractor shall not be eligible for fringe benefits that would be available for employees of Warrick County, Indiana.

2. **Scope of Services**. Contractor shall perform all services required to develop, direct, and operate a public health awareness program for Warrick County, to assist the BOARD in addressing public health concerns regarding the West Nile and Zika Viruses, the transmission of West Nile and Zika Viruses, and other vector control issues. Contractor's duties shall include, but not be limited to the following:
   a. Advising and assisting the Warrick County Health Officer and the Warrick County Health Department in maintaining the West Nile and Zika Virus surveillance program. Continue aggressive spray program to combat West Nile and Zika Viruses during mosquito season;
   b. Cooperating with local and state agencies responsible for responding to and documenting outbreaks and concerns of the transmission of the West Nile and Zika Viruses;
   c. Functioning as the representative for the Department in county-wide vector control and West Nile and Zika Virus transmission awareness events;
   d. Undertaking all other duties and responsibilities related to the functions of the Department that may, from time to time, be requested by the BOARD.

   In addition to duties related to West Nile Virus, Zika Virus and vector control, Contractor will be responsible for assisting Health Department Administrator in duties including but not limited to the following:
   a. Performing initial and follow-up dye tests for existing septic systems;
   b. Assessing the conditions of homes and properties upon which complaints have been submitted;
   c. Periodic inspections of newly installed or repaired septic systems;
   d. Obtaining and submitting water samples from poorly draining areas (e.g., surface water, ditches, etc.) to have tested if improper waste removal is suspected.

3. **Term of Contract**. This Agreement shall be effective as of 6-1-18 and terminate on 12-31-18, unless terminated sooner.

4. **Hours: Office: Supplies**. Contractor covenants to devote necessary time to fulfilling responsibilities to the performance of the duties under this Agreement. Any and all supplies needed for the position (including an e-mail account to field and address public concerns) will be supplied by BOARD, after approved by the BOARD.

5. **Compensation**. As compensation for services, Contractor shall be paid $2,400.00 per month out of the Indiana Local Health Department Trust Account provided by the State, after submission of claims to the Warrick County Auditor, consistent with the auditing practices required by the State of Indiana.

6. **Audit Records**. Contractor shall keep daily time records identifying the various duties performed by Contractor. In addition, Contractor shall maintain accurate record of general account showing all charges and expenses incurred by Contractor in the performance of the services herein.

7. **Liability for Injuries or Damages to Person or Property**. Contractor understands and agrees that due to his status as independent contractor, he is not covered as an employee under any worker compensation insurance policy, and the BOARD shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of his duties under this Agreement.

8. **Subcontracting/Assignment**. Contractor agrees that he will not subcontract or assign any part of his duties under this Agreement to any organization or individual without approval from the BOARD.

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

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

11. **Monitoring of Contracted Work**. The Health Department shall be responsible for monitoring the work of Contractor to ensure that the services detailed in this agreement are fulfilled. Notice and contact shall be through Aaron Franz, Warrick County Health Department Administrator, 107 West Locust Street, Suite 204, Boonville, Indiana, 47601; phone: 812-897-6105, extension 4; fax: 812-897-6104.

Conditions precedent. As a condition precedent to the County's obligations hereinafter set forth, the County must receive applicable authorization and appropriation of funds to fund its portion of the Project in the amounts hereinafter set forth. If the County does not receive such authorization and appropriation, the contract is void pursuant to Indiana Code 36-2-6-12(d).

Antidiscrimination. Pursuant to IC § 22-9-1-10, the Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of work hereunder, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the agreement. Acceptance of this agreement also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

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 there under 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 County. The Contractor agrees that any payments currently due to the State of Indiana or 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 County, and that neither it nor its principals nor any of its subcontractors 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 County. Contractor agrees that it will immediately notify the County of any such actions and during the term of such actions, the County 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 County, the County may delay, withhold, or deny work to the Contractor.

E. The Contractor warrants that the Contractor 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 I.C. Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

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

Maintaining a Drug-Free Workplace. 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 County within ten (10) 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 County or the Department, and through it, the State, for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of $25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

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 (5) days after such conviction;

D. Notifying the County in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction.

E. Within thirty (3) 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.

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

Insurance.

A. The Contractor shall carry automobile, public liability and workers compensation insurance in the amounts as follows:

i) Worker's Compensation, including Occupational Disease and Employer's Liability Insurance covering all Contractor employees engaged in the performance of this Contract. Employer's Liability Insurance shall have a minimum limit of $500,000 each accident and a $1,000,000 disease policy limit.

ii) Comprehensive General Liability Insurance, including Contractual Liability Insurance with minimum limits of $1,000,000 for Bodily Injury and $1,000,000 for Property Damage per occurrence.

iii) Comprehensive Automobile Liability Insurance covering Contractor for claims arising from owned, hired and non-owned vehicles with limits of $1,000,000 for Bodily Injury and $2,000,000 for Property Damage.

iv) The insurance policies providing the insurance set forth in this section will provide that County is endorsed as an additional insured and will include a Severability of Interest clause in favor of County.

v) Within two business days of all accidents or occurrences resulting in injury to Contractor employees or third parties, or damage to property of County or another, Contractor shall furnish County with a copy of all reports prepared for the submission to Contractor 's insurance Contractor.

vi) Contractor represents (1) that all policies of insurance required hereunder shall by appropriate endorsement, or otherwise, provide for attempted thirty (30) days prior written notice of cancellation or modification to County, and (2) that the Contractual Liability Insurance, if required hereunder, shall by appropriate endorsement, or otherwise, specifically insure the terms and provisions as expressed in this Contract.

B. The Contractor's insurance coverage must meet the following additional requirements: The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

C. Any deductible or self-insured retention amount or other similar obligation under the insurance policies may not exceed One Thousand Dollars ($1,000.00) and shall be the sole obligation of the Contractor.

D. The County 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 under this Contract shall not be limited by the insurance required in this Contract.

E. Failure to provide insurance as required in this Contract may be deemed a material breach of contract.

F. Contractor shall furnish certificates of insurance and all endorsements to the County before the commencement of this Contract.

G. Contractor shall submit invoices on the first working day of each month with payment due on the second working day of each month.

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 understanding between the County and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract, and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

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

C. **Severability**. In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

D. **Amendment**. No supplement, modification or amendment of this Contract will be binding unless in writing an executed by all of the parties that are signatories to the Contract.

E. **Headings**. The headings of sections and subsections of this Agreement are for the convenience of reference only and shall not affect the meaning or construction of any provision hereof.

F. **Governing Law and Jurisdiction**. This Contract shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in the state court of Warrick County, Indiana or in the United States District Court for the Southern District of Indiana, Evansville, Indiana Division ("Courts"). The parties hereby irrevocably consent to the jurisdiction of the Courts.

In WITNESS WHEREOF, the parties have executed this Agreement this 29TH day of MAY, 2018.

WARRICK COUNTY COMMISSIONERS

By Dan Saylor
Dan Saylor – President

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

By Marlin Weisheit
Marlin Weisheit, Member

Elizabeth Phillips
Contractor Signature

WARRICK COUNTY BOARD OF HEALTH

By

Printed Name Jeffery Mauck, DVM

Its President

Animal Control

PC QUEST COMPUTERS

THE TECHNOLOGY EXPERTS, SINCE 1995.

4210 E. Morgan Ave., Evansville, IN 47715
sales@pcquest.net (812) 423-9693

Proposal

DATE	PROPOSAL #
5/14/2018	21565

CourierPress READERS' CHOICE AWARD PLATINUM WINNER

NAME / ADDRESS
Warrick Co. Health Dept.
107 W. Locust St.
Boonville, IN 47601

TERMS	PROJECT	REP	PHONE #	Alternate #	E-Mail
Net 20		JR			

QTY	DESCRIPTION	PRICE	TOTAL
1	Server Maintenance Contract Under the terms of this plan, PC Quest will maintain a single server via remote connection. PC Quest will perform the following tasks on a single server: Verify your backups are running properly and tested for restoration ability. Ensure your server's antivirus is automatically scanning properly, updated, and not expiring. Check the hard drive RAID status and ensure optimal functionality. Review physical hard drive status for any potential failing drives. Establish real-time e-mail monitoring of the RAID Array. Monitor your UPS battery condition & its load level to ensure minimal loss of power. Check the event logs for any problems or errors that may lead to down-time. Download necessary Microsoft Updates as required per server. Defragment and optimize the read/write time on hard drives, partitions, and RAID Array.	200.00	200.00
1	NOTE: This is quarterly pricing and must be packaged with Server Maintenance. - Animal Control Office Offsite Backup with 500 GB Storage for a maximum of three devices.	119.99	119.99

Subtotal	
Sales Tax (7.0%)	
TOTAL	

Page 1

Health Dept Office

PC QUEST COMPUTERS

THE TECHNOLOGY EXPERTS, SINCE 1995.

4210 E. Morgan Ave., Evansville, IN 47715
sales@pcquest.net (812) 423-9693

Proposal

DATE	PROPOSAL #
5/14/2018	21565

CourierPress READERS' CHOICE AWARD PLATINUM WINNER

NAME / ADDRESS
Warrick Co. Health Dept.
107 W. Locust St.
Boonville, IN 47601

TERMS	PROJECT	REP	PHONE #	Alternate #	E-Mail
Net 20		JR			

QTY	DESCRIPTION	PRICE	TOTAL
1	NOTE: This is quarterly pricing and must be packaged with Server Maintenance. - Main Office Offsite Backup with PPD Storage: Benefits: In a disaster situation (fire, tornado, theft, etc) your backup will not also be compromised and your data will easily be recovered. In comparison to other offsite solutions, in the event of a disaster, you would have to restore files over the internet and this process could take days. With the PC Quest Offsite Backup Solution, your files will be delivered via portable hard drive for immediate disaster recovery. TERMS This contract (for server maintenance and offsite backup) will be invoiced on a quarterly basis at the rate of $459.99 per server, per quarter with a 3-year term. Upon expiration of the original term or any renewal term, this contract shall be automatically renewed for consecutive 3-year terms unless either party provides written notice of cancellation within 30 days of contract term end date. With qualified cancellation under this provision, only services already performed will be invoiced. Approved by: Signature: Justin Rickenbaugh Date: 6/1/18 Justin Rickenbaugh, Senior Network Analyst, PC Quest, Inc. Signature: Dan Saylor Date: 5/29/2018 Name: Dan Saylor, President Warrick County Commissioners	140.00	140.00

*This proposal is valid for 30 days. Additional materials may be needed that are not included on this estimate. Labor prices are provided as an estimate only. Actual time worked will be billed as work is performed and this is payable monthly.

Subtotal	$459.99
Sales Tax (7.0%)	$0.00
TOTAL	$459.99

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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 containt 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, EcomCMS, 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.

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

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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

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Managed.com
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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

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1001 Fort Crook Road N, Bellevue NE, 68005

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.

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AMY POLLOCK	$	150.00
ARAB	$	90.00
BENISTAR/HARTFORD-6795	$	20,750.79
BOSTON MUTUAL LIFE INSURANCE CO	$	1,777.22
BRETT W KRUSE	$	829.57
DAWN GARRETT	$	150.00
FRENCH LICK SPRINGS RESORT/CASINO	$	1,800.00
HOOSIER BUSINESS MACHINES INC.	$	49.34
INFORMATION & RECORDS ASSOCIATES, INC	$	3,100.00
MULZER CRUSHED STONE, INC.	$	3,522.75
QUALITY CORRECTIONAL CARE, LLC	$	13,973.33
REISING, CONNOR	$	384.62
SHARON SHOULDERS	$	150.00
TOWN OF ELBERFELD		
TRACTOR SUPPLY CO	$	42.89
TYLER TECHNOLOGIES, INC	$	6,930.00
U.S. BANK	$	310.47
VAN AUSDALL AND FARRAR	$	55.80
WARRICK COUNTY TREASURER	$	51.14
WOW! BUSINESS	$	175.32
ALPHA LASER SERVICES	$	16.14
AMY STEINKAMP MISKIMEN	$	634.16
B-HIVE PRINTING	$	159.00
BARNETT, RICHARD	$	39.90
BEAM, LONGEST AND NEFF	$	7,729.00
BOSMA, DANIEL	$	60.00
BRETT M ROY	$	2,362.50
BRYAN D FLOWERS	$	2,000.00
CORRISOFT, LLC	$	226.60
DAVID HEAL	$	112.64
DELTA PROPERTIES LLC	$	1,636.26
DORIS HORN	$	50.00
DOSSETT CONSULTING	$	500.00
FERGUSON, KELLY	$	113.52
FINE & HATFIELD, PC	$	4,889.00
FIRST ADVANTAGE INSURANCE	$	981.00
FIRST BANKCARD	$	423.51
FUHS, JENNIFER	$	19.87
GENTRY, GUY	$	50.00
GREG A GRANGER	$	979.16
HUFFMAN, VELMA	$	50.00
JBI CONSTRUCTION INC	$	16,825.00
JEFF WILLIS	$	50.00
JSK ASSOCIATES INC	$	360.00

KELLER, SCHROEDER & ASSOC. INC	$	988.00
KEVIN SCOTT SR/S&S TREEMASTERS	$	2,500.00
LAW OFFICE OF JONATHAN M YOUNG	$	180.00
LIDDLE, MATTHEW	$	250.00
MANATRON INCORPORATED	$	1,168.29
MERITAIN HEALTH	$	49,967.06
METZGER CONSTRUCTION CO INC.	$	22,952.26
MORLEY & ASSOCIATES INC.	$	8,677.64
MORRIE DOLL	$	756.25
MULZER CRUSHED STONE, INC.	$	1,160.08
NEWBURGH-OHIO TOWNSHIP LIBRARY	$	1,030,028.79
OFFICE DEPOT, INCORPORATED	$	150.58
PC QUEST	$	1,124.98
PURDUE CES FUND-WARRICK COUNTY	$	499.92
PURDUE UNIVERSITY COOPERATIVE EXT. SERV.	$	422.40
REISING, CONNOR	$	384.62
SATELLITE TRACKING OF PEOPLE LLC	$	2,203.00
SAVVY IN LLC	$	183,985.97
STOLL KEENON OGDEN PLLC	$	12,923.61
THE LANG COMPANY	$	85.16
THE MASTER'S TOUCH LLC	$	10,000.00
THOMSON REUTERS	$	977.06
TRANE U. S. INC.	$	8,331.01
TRI-STATE FIRE PROTECTION, INC.	$	65.00
U.S. BANK	$	372.21
UNIFIRST CORPORATION	$	13.00
VANDERBURGH CO. HEALTH DEPT.	$	520.00
VERIZON WIRELESS	$	320.80
WABASH VALLEY SERVICE CO	$	5,844.30
WARRICK COUNTY SCHOOL CORP.	$	7,264,899.87
WARRICK COUNTY TREASURER	$	1,965.80
WARRICK PUBLISHING CO	$	276.42
WILLIAM BYERS	$	50.00
YESTERDAZE, INC.	$	81.70
BAKER, KATY	$	75.00
CARD SERVICE CENTER	$	677.61
CAROL RUFF	$	209.10
CLERK - WARRICK COUNTY SUPERIOR COURT	$	280.00
CORRISOFT, LLC	$	226.60
COURTNEY PERSOHN	$	225.06
TEAMSTERS LOCAL #215	$	3.00
DARREN SROUFE	$	1.50
DIVISION OF CHILD SUPPORT	$	104.00
DON ASHLEY, ATTORNEY AT LAW	$	1,545.65
ECONOMIC DEV COALITION OF SW IN	$	2,555.00
EVANSVILLE COURIER	$	120.14
EVANSVILLE WATERWORKS DEPT	$	22.04

FIDLAR TECHNOLOGIES INC	$	1,166.00
FIRST BANKCARD	$	142.28
HAMPTON INN DOWNTOWN	$	378.00
IN ASSOC FLOODPLAN & STORMWATER MNGT	$	205.00
INDIANA AMERICAN WATER	$	23.68
INDIANA ASSOC OF CO COMMISSIONERS	$	20.00
INFORMATION & RECORDS ASSOCIATES, INC	$	2,110.38
JACOB GREAR	$	102.52
JERRY AIGNER CONSTRUCTION,INC.	$	20,350.00
LIEBERMAN TECHNOLOGIES	$	700.00
MORLEY & ASSOCIATES INC.	$	2,062.50
MOUNTS ELECTRIC INC.	$	735.84
PAXTON MEDIA GROUP, LLC	$	167.25
RAYMOND KLOECK	$	89.75
REBECCA YOUNKER	$	269.60
REDWOOD TOXICOLOGY LABORATORY INC.	$	269.75
REDWOOD TOXICOLOGY LABS	$	690.00
REISING, CONNOR	$	384.62
RQAW CORPORATION	$	3,000.00
SHEPHERD INSURANCE	$	815.90
SPECTRUM	$	512.88
THE MURPHY ELEVATOR CO INC	$	282.80
THE TOWN OF NEWBURGH	$	56.37
U.S. BANK	$	855.19
UNIFIRST CORPORATION	$	199.00
VECTREN ENERGY DELIVERY	$	242.42
WABASH VALLEY SERVICE CO	$	2,075.07
WARRICK CO DEPT OF PARKS & REC	$	650.03
WARRICK COUNTY MUSEUM, INC	$	4,905.40
WARRICK COUNTY TREASURER	$	176,116.69
WARRICK PUBLISHING CO	$	428.64
WILKINSON, GOELLER, MODESITT	$	3,000.00
WOW! BUSINESS	$	152.46
ZIEMER STAYMAN WEITZEL SHOULDERS	$	1,250.00
AIGNER HARDWARE	$	623.71
AIRGAS USA, LLC	$	441.30
ALAN AHRENS	$	137.00
ALICE BAKER	$	112.00
ALTSTADT'S	$	285.73
ALUMINUM WORKERS LOCAL 104	$	50.00
ASHBY, KATRINKA	$	162.00
AXIS FORENSIC TOXICOLOGY	$	275.00
B-HIVE PRINTING	$	1,001.59
BAKER, RALPH	$	137.00
BAKERS CHAPEL CHURCH	$	50.00
BARBARA MILLER	$	137.00
BARBARA STAHURA	$	137.00

BARRETT, JOHN	$	137.00
BECKER, AMANDA	$	137.00
BEHAGG, CARL	$	137.00
BETSY PFINGSTON	$	137.00
BETTY HERR	$	137.00
BETTYE SKELTON	$	162.00
BILL STUTEVILLE	$	25.00
BLACK, MARGIE	$	137.00
BOONVILLE LAWN AND GARDEN INC.	$	5.18
BROWNING FUNERAL HOME	$	100.00
BRUCE, EDWARD	$	137.00
BRUCE, LUCINDA	$	112.00
BUMPER TO BUMPER / BTB CHANDLER	$	141.71
BUSINESS EQUIPMENT	$	18.41
BYRON SHERMAN	$	162.00
CAMILLA MARTIN	$	162.00
CANDACE KNOTTS	$	137.00
CARLENE J TABERT	$	137.00
CAROL KOSTER	$	137.00
CAROLYN VOLLMAN	$	137.00
CARROLL MORGAN	$	137.00
CATHY OSER	$	14.22
CDW GOVERNMENT, INC.	$	67.82
CHANDLER COMMUNITY CENTER	$	50.00
CHERYL DAU	$	137.00
CHRISTIAN, JAYNE	$	112.00
CHRISTOPHER J KIEFER	$	4,000.00
CLARE N PRESCOTT	$	137.00
CLEVELAND, MARY	$	162.00
COCA COLA BOTTLING CO	$	524.50
CRAIG, DEBORAH	$	137.00
CRON'S BODY SHOP	$	400.00
DAN ASHLEY	$	121.44
DAN MENY	$	137.00
DANIEL EDWARDS	$	162.00
DARLEEN ROTH	$	137.00
DAU, CARIN	$	137.00
DAVID FORBEY	$	137.00
DAVID MONTGOMERY	$	162.00
DAVID SHULTZ	$	137.00
DEACONESS HOSPITAL	$	99.41
DEBBIE BARNETT	$	137.00
DECASTRA, NANCY	$	137.00
DIANA RATHKE	$	162.00
DIANE WENDHOLT	$	137.00
DIANNE BOECKMAN	$	137.00
DOCKERY, GLOVER	$	137.00

DON WILLIAMS	$	162.00
DONNA MORGAN	$	137.00
DONNA MUNDY	$	137.00
DOROTHY MORRIS	$	137.00
DOUG WURMNEST	$	162.00
DOUGLAS C KILDSIG	$	137.00
EAST PINES ANIMAL CLINIC INC	$	938.39
EBN CONSTRUCTION & INDUSTRIAL SUPPLIES	$	410.16
EDNA LIKE	$	137.00
ELBERFELD FIRE DEPARTMENT	$	50.00
ELLA TOOLE	$	137.00
EMMA SUE LEONARD	$	137.00
ERIN DAYVOLT	$	162.00
EROSION RESOURCES & SUPPLY	$	42.00
ERWIN KRANAWETTER	$	137.00
ESAU, WANDA K.	$	137.00
EVANSVILLE RADIOLOGY PC	$	36.23
FERGUSON ENTERPRISES INC #1480	$	218.03
FIRST CHRISTIAN CHURCH OF NEWBURGH, INC.	$	50.00
FOLSOMVILLE FIRE STATION	$	50.00
FORVILLE, DIANNE	$	137.00
FRANZ, LIZ	$	137.00
GARCIA LAB	$	100.00
GEM CHEMICAL COMPANY, INC.	$	1,511.64
GENERAL RUBBER AND PLASTIC INC	$	251.81
GIBSON, BRITTANY	$	137.00
GOAD, WALTER	$	137.00
GOVERNOR BOON SQUARE	$	50.00
GREG TUCK	$	162.00
HALIE PAYNE	$	137.00
HALL SIGNS,INC.	$	684.42
HAMLIN EQUIPMENT RENTAL	$	1,729.75
HARDESTY, JOSEPH	$	162.00
HART, ROGER	$	137.00
HEIM, NANCY	$	477.05
HERITAGE-CRYSTAL CLEAN LLC	$	338.45
HERR'S BODY SHOP	$	412.10
HEWLETT-PACKARD	$	6,032.75
HICKS, NORMAN	$	137.00
HOPF EQUIPMENT INC	$	5,735.00
HUMMEL ELECTRIC INC	$	158.40
HUTSON, JED	$	162.00
IRENE CALLIS	$	137.00
IRVIN, MARILYN	$	137.00
J & J SUPPLY, INC.	$	3,669.18
JACK FROST	$	144.30
JAMES GULICK	$	137.00

JANE WYATT	$	495.49
JANET MENNER	$	137.00
JANICE HOWARD	$	137.00
JODY BAUM	$	137.00
JOHN ENLOW	$	162.00
JOHN JOHNSTON	$	137.00
JOHN KIZLIN	$	137.00
JOHN MENNER	$	137.00
JOHNSTON, ANN	$	137.00
JON LYBARGER	$	137.00
JOSEPH POTETZ	$	25.00
JOYCE STUTEVILLE	$	137.00
JUANITA BURKES	$	137.00
KALEBJIAN, KEVIN	$	137.00
KARL KOSTER	$	137.00
KAUFMAN, FRITZ	$	25.00
KAY ROSE	$	137.00
KAYE SMITH	$	137.00
KEMPER, ELIZABETH	$	137.00
KEN WILLINGHAM	$	137.00
KENWAY DISTRIBUTORS INC	$	410.35
KERI MCBRIDE	$	137.00
KOCH, ALLEN	$	137.00
KUYKENDALL, BARBARA	$	137.00
LABHART, DENNIS	$	137.00
LANE, JOYCE	$	137.00
LAURA E CHUBICK	$	137.00
LAWTON WILBANKS	$	46.35
LEE ANN WALLACE	$	137.00
LETHA C HUNT	$	137.00
LEWIS BROS BAKERIES, INC	$	114.40
LINDA LAUTNER	$	137.00
LIVING WORD CHURCH	$	50.00
LLOYD BEATY	$	112.00
LOIS DIXON	$	137.00
LORI G POULSEN	$	137.00
LUCIE DORRIS	$	137.00
LUCINDA R FREIHAUT	$	137.00
LYNNVILLE COMMUNITY CENTER	$	50.00
MACO REPROGRAPHICS LLC	$	52.20
MALINDA SPINKS	$	162.00
MARLA CLEVELAND	$	137.00
MARTIN WALTERS	$	162.00
MARY SUSAN SALM	$	137.00
MAYO, CONNIE	$	137.00
MCCUTCHAN, DONNA	$	137.00
MCKESSON MEDICAL-SURGICAL INC.	$	94.09

MCKINNEY, JORDAN	$	137.00
MEGAN D GRAHAM	$	25.00
MELISSA MCGUIRE	$	137.00
MELVIN KUNTZMAN	$	162.00
MENARDS	$	155.56
MEUTH CONSTRUCTION	$	2,242.50
MEYER TRUCK EQUIPMENT	$	3,037.00
MICHAEL J PERRY	$	88.29
MILLER, LEE	$	137.00
MISKELL, HOLLY	$	137.00
MOORE, ALONZO	$	137.00
MOSLEY, JOHN	$	137.00
MOSLEY, KATHY	$	137.00
MUNDY, MARGIE	$	137.00
NANCY GOLINI	$	137.00
NEWBURGH HEALTH CARE	$	50.00
NEWBURGH LEGION	$	50.00
NEWBURGH PRESBYTERIAN CHURCH	$	50.00
NEWBURGH SR CITIZEN CENTER	$	50.00
NEWBURGH-OHIO TOWNSHIP LIBRARY	$	50.00
NEWMAN, LINDA	$	137.00
NICHOLAS BECKER	$	137.00
NICHOLS, THERESA	$	137.00
NIX SANITARY SERVICE	$	250.00
OFFICE DEPOT, INCORPORATED	$	661.23
OLD FRIENDSHIP CHURCH	$	50.00
OLD NATIONAL BANK	$	2,028.95
ON-DUTY DEPOT INC	$	5,801.00
OPAL GARDNER	$	137.00
PAGE, RONALD	$	162.00
PATRICIA STEURER	$	137.00
PAUL HAWA MHA, R.T.(R) ARRT	$	150.00
PAUL ROBINSON	$	112.00
PEARLLEAN S THORPE	$	112.00
PENA, CLAUDIA	$	137.00
PHYLLIS REED	$	137.00
PHYLLIS WALTERS	$	137.00
PIGEON TOWNSHIP COMMUNITY CENTER	$	50.00
PIRANHA SHREDDING/RECYCLING INC.	$	135.00
PLUMBERS SUPPLY CO INC	$	662.75
QUILL CORPORATION	$	453.55
RANDALL RIPPLE	$	137.00
RAY WRIGHT	$	137.00
REBECCA CASSITTY	$	137.00
RICHARD MILLER	$	137.00
RICHARD ROTH	$	137.00
RICK ZEIHER	$	162.00

RODNEY ALLBURN	$	137.00
RYANS ACE HARDWARE	$	35.35
SAM STILL	$	137.00
SCHMITT, MARCI	$	162.00
SCHNAUTZ, KEN	$	137.00
SCHUM MONUMENTS INCORPORATED	$	100.00
SCOTT, RICHARD ALLAN	$	25.00
SEGER, JACOB	$	137.00
SEIBERT, JOSEPH	$	137.00
SHARON BEATY	$	112.00
SHARON MCDONALD	$	137.00
SHARON ODOM	$	137.00
SHERRY AUTEN	$	137.00
SHIRLEY MAURER-BYRD	$	162.00
SHOUP, STACI	$	162.00
SIEGELS	$	496.95
SIGNS BY DESIGN	$	40.50
SIRS KIDDIE JUNCTION	$	50.00
SISCO'S AMERICAN HOSE & HYDRAULICS	$	11.85
SKELTON, JANET	$	137.00
SOUTHEASTERN EQUIPMENT CO.,INC	$	156.72
SOUTHWEST INDIANA PATHOLOGISTS LLC	$	10.95
SPENCER, LINDA	$	162.00
TRI-STATE LIGHTING & SUPPLY CO INC	$	14.20
ST LUKES LUTHERAN CHURCH	$	50.00
ST. VINCENT OCCUPATIONAL	$	120.00
STALLINS, KRIS	$	137.00
STANFILL, JAN	$	162.00
STEVENS, RONALD L.	$	137.00
T.K.O. GRAPHIX	$	161.78
TAMMY HUNT	$	137.00
TANYA M ELLIOTT	$	112.00
TEDRA LITTLE	$	137.00
TENNYSON COMMUNITY CENTER	$	50.00
THE VERNON CORPORATION	$	335.32
THERESA O'ROURKE	$	137.00
THERESA SLANKARD	$	162.00
THOMPSON, LINDA	$	137.00
TITZER FAMILY FUNERAL HOMES	$	100.00
TOPPER, MATTHEW WYATT	$	25.00
TRI-STATE FIRE PROTECTION INC.	$	5,218.32
TRI-STATE SYSTEMS INC	$	690.97
TRIO VISION, LLC	$	27.00
VANDERBURGH COUNTY CORONER	$	100.00
VANESSA BASTIN	$	46.35
VELMA LIPFORD	$	137.00
VORTECH PHARMACUTICALS	$	359.71

WAGGANER, ALICE JEAN	$	162.00
WALLACE, WILLIAM	$	162.00
WANDA HOLDER	$	137.00
WARRICK AUTOMOTIVE SUPPLY	$	448.82
WARRICK COUNTY 4-H CENTER BRD.	$	37,500.00
WARRICK COUNTY FOP LODGE 148	$	50.00
WESTERN NRG, INC.	$	84.24
WEX BANK	$	362.95
WILLIAMS, DONNA	$	137.00
WRIGHT, ANN	$	137.00
WUERTH, CYNTHIA	$	137.00
YANKEETOWN FIRE DEPT	$	50.00
ZACH COPLEA	$	137.00
ZAPATA DE ASTON, ARCEA	$	137.00
ZOAR UNITED CHURCH OF CHRIST	$	50.00
Grand Total:	$	9,057,800.01

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 29th, 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: $9,057,800.01 Dated this 29th day of MAY, 2018. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

ESG ENERGY SYSTEMS GROUP

9877 Eastgate Court
Newburgh, IN 47630
Tel: 812.471.5000
Fax: 812.475.2244

Warrick County Commissioners
Roger Emmons, Administrator
107 W. Locust Street, Suite 301, Warrick County Courthouse
Boonville, IN 47601

Invoice No 020-0011327
Invoice Date 5/29/2018
Job Number 0201175.18.C00
Terms Net 30 Days

Description	
Description: *Warrick County - Guaranteed Savings Contract Contract Dated May 14, 2018*	$ 1,535,594.00
Less 5% Retainage	(76,779.70)
Balance Due this Invoice	$ 1,458,814.30

Net Due 30 Days

Remit Information:
For ACH (Automated Clearing House) transmittal:
ABA: 086300041 Fifth Third Southern Indiana (Evansville, IN)
For the Benefit of Energy Systems Group LLC
Account 101480880

For Wire Transfers:
042000314 Fifth Third Bank (Corp Office in Cincinnati)
For the Benefit of Energy Systems Group LLC
Account 101480880

By Mail:
Energy Systems Group LLC
P.O.Box 634987
Cincinnati OH 45263-4987

Contact Information:
Rachel Peterson, Project Accountant
Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630

Phone(812)492-3767
Fax (833)851-0326
Email: rpeterson@energysystemsgroup.com

www.energysystemsgroup.com

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO OWNER:
Warrick County Commissioners
Roger Emmons, Administrator
107 W. Locust Street, Suite 301, Warrick County Courthouse
Boonville, IN 47601

PROJECT: Guaranteed Energy Savings
CONTRACT DATE: May 14, 2018

APPLICATION NUMBER: 1 - Initial
APPLICATION DATE: May 29, 2018
PERIOD TO: May 31, 2018
ESG JOB NUMBER 0201175.18.C00

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM CONTRACTOR:
Energy Systems Group
9877 Eastgate Court
Newburgh, IN 47630

Payment by Mail
Energy Systems Group
PO BOX 634987
Cincinnati, OH 45263-4987

Please Remit To

ACH & EFT information (inbound & outbound):
ABA: 086300041 Fifth Third Southern Indiana (Evansville, IN)
For the Benefit of Energy Systems Group, LLC
Account 101480880
Wire Transfers (inbound & outbound):
042000314 Fifth Third Bank (Corp Office in Cincinnati)
For the Benefit of Energy Systems Group, LLC
Account 101480880

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$6,143,876.00
2. Net change by Change Orders		$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$6,143,876.00
4. TOTAL COMPLETED & STORED TO DATE		$1,535,594.00
5. RETAINAGE: a. 5% of Total Completed & Stored To Date (Column I of G703)	$ 76,779.70	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$1,458,814.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$0.00
8. CURRENT PAYMENT DUE		$1,458,814.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$4,685,061.70	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Steve Pride
By: Steve Pride, Senior Vice President Date: 5/29/2018

State of: Indiana
County of: Warrick
Subscribed and sworn to before me this 29th day of May, 2018
Notary Public: Gabrielle Snider
My Commission expires: April 9, 2021

GABRIELLE DEANNE SNIDER
Notary Public, State of Indiana
Warrick County
Commission # 643523
My Commission Expires
April 09, 2021

Owner Approval:
Dan Saylor 5-29-18
Dan Saylor
Warrick County Commissioners Office

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT-1992 EDITION AIA

G702-1992

CONTINUATION SHEET

Based on AIA DOCUMENT G703

Based on AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1 - Initial
APPLICATION DATE: 5/29/2018
PERIOD TO: 5/31/2018
ESG JOB NUMBER 0201175.18.C00

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 5%
1	Engineering & Mobilization	1,535,594.00		1,535,594.00		1,535,594.00	100.00%	-	76,779.70
2	Courthouse Electrical Upgrades	753,818.36		-		-	0.00%	753,818.36	-
3	Courthouse Judicial Center Lighting	225,885.53		-		-	0.00%	225,885.53	-
4	Courthouse and Judicial Center HVAC Upgrades	2,010,465.41		-		-	0.00%	2,010,465.41	-
5	Courthouse Restroom and Plumbing Upgrades	295,094.05		-		-	0.00%	295,094.05	-
6	Courthouse Exterior Improvements	669,570.95		-		-	0.00%	669,570.95	-
7	Courthouse Interior Improvements	653,447.70		-		-	0.00%	653,447.70	-
	PROJECT TOTALS	6,143,876.00	0.00	1,535,594.00	0.00	1,535,594.00	24.99%	4,608,282.00	76,779.70

Based on AIA DOCUMENT G703-APPLICATION FOR PAYMENT - MAY 1983 EDITION-AIA

EXHIBIT B-1
LIEN RELEASE AND WAIVER FOR PROGRESS PAYMENT

Project Description: Warrick County Guaranteed Energy Savings
Contract or Purchase Order Number: 0201175.18.C00.00.00.00

Energy Systems Group, LLC, the undersigned, for and in consideration of the payments made to it by Owner, Agent and/or Contractor, for labor employed in and/or materials furnished for the above-referenced project, hereby certifies as follows:

1. The undersigned hereby affirms that there are no outstanding claims against the Owner, Contractor, or their agents, employees and/or its sureties in connection with this project.
2. In consideration of this progress payment to its complete satisfaction, the undersigned does hereby waive, release and quit claim in favor of the Owner, all rights that presently exist in the undersigned to assert a lien upon the land and improvements comprising the project by virtue of any law in the jurisdiction in which the land and improvements are located or an amendment of said law regarding the rights of a contractor, subcontractor, laborer, supplier, or materialman to assert a lien or claim against the project.
3. The undersigned does hereby release, waive and discharge the project, the Owner of the project, the Contractor, and their agents, employees, and sureties, and other guarantors or obligors on the Bond or other undertaking, from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims, and demands whatsoever, in law or equity which the undersigned and/or its successors and/or assignees ever had, now have, or ever will have against the said Owner, Contractor, and their agents or employees, sureties and other guarantors or obligors on the Bond or other undertaking, by reason of delivery of material and/or the performance of work relating to the construction of the project; and the undersigned hereby agrees to indemnify, defend and hold the above parties harmless from any and all damages, costs, expenses, demands, suits, and legal fees, directly or indirectly relating to any claim or lien by any party which relates to that which was performed or should have been performed by or for the undersigned.
4. The undersigned has not and will not assign any claim against the Owner, Contractor, and their agents or employees, sureties, and other guarantors or obligors on the Bond or other undertaking, nor any lien or right to perfect a lien against the project, and the undersigned has the right, power, and authority to execute this Lien Release and Waiver for Progressive Payment.
5. The undersigned warrants that upon receipt of $1,458,814.30, the underlying payments will be made with (7) seven days to all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated into the project and any lien or bond claimant relating to the undersigned's work and that none of such laborers, subcontractors, suppliers, or materialmen, or claimants has any claim, demand, or lien against the project. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.
6. No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed in the project.

This Lien Release and Waiver for Progress Payment shall be an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished and under any supplemental contract or contracts, whether oral or written, for extra or additional work on the project.

IN WITNESS WHEREOF this Lien Release and Waiver for Progress Payment has been executed on this 29th day of May, 2018.

(Signature)
Energy Systems Group, LLC
(Company Name)

STATE OF Indiana
COUNTY OF Warrick) SS:

GABRIELLE DEANNE SNIDER
Notary Public, State of Indiana
Warrick County
Commission # 643623
My Commission Expires
April 09, 2021

SUBSCRIBED and sworn to before me, a Notary Public, in and for this County and State, this 29th day of May, 2018.

(Notary Public)
County of Residence: Warrick
Gabrielle Deanne Snider
(Printed Name)
My Commission Expires: April 9, 2021

B-1

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

Marlin Weisheit Robert Johnson Dan Saylor

"ACCEPTANCE AND AGREEMENT OF TERMS"

Regarding the Purchase of a: THE INSTALLATION OF A NEW DOOR AND STAIRCASE IN BETWWEN THE STORAGE ROOM AND DROP-BOX ROOM IN THE WARRICK COUNTY TREASURER'S OFFICE IN THE WARRICK COUNTY JUDICIAL CENTER.

We, D&M CONSTRUCTION INC (Company Name), do hereby verify we have thoroughly reviewed and completely understand all the terms and conditions of the Invitation to Bid as presented to us by the Warrick County Commissioners; and, therefore, we confirm to accept and comply with all its terms and conditions.

Company Representative (Successful Bidder)	Agent of Warrick County (Commissioner)
Date: MAY 14 2018	Date: MAY 29, 2018
Printed Name: PAUL E MALONE	Printed Name: Dan Saylor
Signature: Paul E Malone	Signature: Dan Saylor
Title: OWNER	Title: President, Board of Commissioners

WARRICK COUNTY COMMISSIONERS
COURTHOUSE, 107 W. LOCUST ST.
BOONVILLE, IN. 47601
PHONE: (812) 897-6120 FAX: (812) 897-6189

NON-COLLUSION AFFIRMATION

STATE OF INDIANA }
WARRICK COUNTY } SS:

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

D&M CONSTRUCTION INC
Offeror (Firm)

Paul E Malone
Signature of Offeror or Agent

PAUL E MALONE
Printed Name of Offeror or Agent

MAY 14 2018
Date

WCBOC FORM P-120 REV #1 11/01

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

PAUL E MALONE
Vendor Representative (please print)

Paul E Malone
Signed

D&M CONSTRUCTION INC
Vendor Name

812-925-7383
Telephone

6855 GREENWOOD Rd
Vendor Address
CHANDLER

MAY 14 2018
Date

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

FORM OF PROPOSAL

1	Date:	5/14/18
2	Governmental Unit:	WARRICK COUNTY COMMISSIONERS
3	Item(s) or project being bid:	TREASURER'S NEW DOOR/STAIRS
4	Offeror (Firm):	D&M CONSTRUCTION INC
	Address:	6855 GREENWOOD ROAD
	City / State / Zip:	CHANDLER IN 47610
	Telephone Number:	812-925-7383
	Fax Number:	812-925-7738
	Agent or contact person:	PAUL OR JULIE MALONE
5	**TOTAL BID AMOUNT**	$ 4,331.11

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

Paul E Malone
Signature of Offeror or Agent

E-VERIFICATION ADDENDUM

WHEREAS, D+M Construction, Inc (Insert the name of your company, also to be referred to as: the Vendor, Contractor) and the Warrick County Commissioners have entered into an agreement whereas the above mentioned vendor will provide all the labor and materials to: INSTALL A NEW DOOR AND STAIRS FROM THE STORAGE ROOM TO THE DROP-BOX ROOM IN THE TREASURER'S OFFICE located in THE WARRICK COUNTY JUDICIAL CENTER for a specific quote price and under the terms and conditions of the Invitation to Quote.

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

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

1. As required by IC 5-22-16.5, D+M Construction, Inc (Contractor's name) is not engaged in investment activities in Iran. He understands that providing false certification may result in the consequences listed in IC 5-22-16.5-14 including termination of the Contract with the Board of Commissioners denial of future contracts, as well as an imposition of a civil penalty.
2. As required by IC 22-5-1.7, D+M Construction, Inc (Contractor's name) does not knowingly employ an unauthorized alien.
3. As required by IC 22-5-1.7, D+M Construction, Inc (Contractor) is enrolled in or will enroll in and will verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1-7.3. He understands that it is not required to participate should the E-Verify program cease to exist. He also understands that it is not required to participate if he is an individual and does not employ any employees.
4. As required by IC 22-5-1.7, D+M Construction, Inc (Contractor) will not knowingly employ or contract with an unauthorized alien. He will not retain an employee or contract with a person that it subsequently learns is an unauthorized alien.
5. As required by IC 22-5-1.7, D+M Construction, Inc (Contractor) will require its subcontractors who perform work under any contract with them to certify that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. He will maintain this certification throughout the duration of the term of a contract with a subcontractor.
6. As required by IC 22-5-1.7, D+M Construction, Inc (Contractor) understands that the Warrick County Board of Commissioners may terminate for default if he fails to cure a breach of IC 22-5-1.7 or any statement contained herein no later than thirty days after being notified.

Date: MAY 14 2018
Signed by: Paul E Malone
Printed Name: PAUL E MALONE
Title: OWNER

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

Marlin Weisheit Robert Johnson Dan Saylor

"ACCEPTANCE AND AGREEMENT OF TERMS"

Regarding the Purchase of a: THE INSTALLATION OF A NEW DOOR AND STAIRCASE IN BETWWEN THE STORAGE ROOM AND DROP-BOX ROOM IN THE WARRICK COUNTY TREASURER'S OFFICE IN THE WARRICK COUNTY JUDICIAL CENTER.

We, D&M CONSTRUCTION INC (Company Name), do hereby verify we have thoroughly reviewed and completely understand all the terms and conditions of the Invitation to Bid as presented to us by the Warrick County Commissioners; and, therefore, we confirm to accept and comply with all its terms and conditions.

Company Representative (Successful Bidder)	Agent of Warrick County (Commissioner)
Date: MAY 14 2018	Date: MAY 29, 2018
Printed Name: PAUL E MALONE	Printed Name: Dan Saylor
Signature: Paul E Malone	Signature: Dan Saylor
Title: OWNER	Title: President, Board of Commissioners

Joe Grassman

To: Paul Malone (dmcinc1995@aol.com)
Cc: Tim Meinert-Heidorn Const (tmeinert@speedex.net); Judy Beem; COMMISSIONERS; Roger Emmons (roger@warrickcounty.gov)
Subject: Warrick County Treasurer Office Renovation Project - 2018

Mr. Malone,

At their regularly scheduled public meeting on Tuesday, May 29, 2018, the Warrick County Commissioners awarded the Treasurer's Office Renovation Project, pursuant to IC 36-1-12-5(3), to the lowest responsible and responsive quoter, D & M Construction, Inc., with the low quote of $4,331.11.

As soon as I receive your Certificate of Insurance, I will issue you the "Notice to Proceed".

Please, co-ordinate the scheduling of this project with Judy Beem, County Treasurer – 812-897-6166.

Thanks to all for participating and congratulations to D & M for winning the award.

Joe Grassman
Purchasing
Warrick County

1

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

Marlin Weisheit Robert Johnson Dan Saylor

"ACCEPTANCE AND AGREEMENT OF TERMS"

Regarding the Purchase of a: THE INSTALLATION OF A NEW GARAGE DOOR AT THE WARRICK COUNTY COURT SERVICES BUILDING

We, Schalco Construction & Garage Doors (Company Name), do hereby verify we have thoroughly reviewed and completely understand all the terms and conditions of the Invitation to Bid as presented to us by the Warrick County Commissioners; and, therefore, we confirm to accept and comply with all its terms and conditions.

Company Representative (Successful Bidder)	Agent of Warrick County (Commissioner)
Date: May 11, 2018	Date: MAY 29, 2018
Printed Name: Andrew Schaeuly	Printed Name: Dan Saylor
Signature: [signature]	Signature: [signature]
Title: President / CEO	Title: President, Board of Commissioners

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

FORM OF PROPOSAL

1	Date:	May 11, 2018
2	Governmental Unit:	WARRICK COUNTY COMMISSIONERS
3	Item(s) or project being bid:	COURT SERVICES NEW GARAGE DOOR
4	Offeror (Firm):	Schalco Contruction & Garage Doors
	Address:	10700 State Rd 662
	City / State / Zip:	Newburgh IN 47630
	Telephone Number	812 858 5432
	Fax Number:	812 858 5434
	Agent or contact person:	Vanessa Baker
5	**TOTAL QUOTE**	$ 1648.89

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

[signature]
Signature of Offeror or Agent

6-13-18 AB

FIXED ASSET NOTIFICATION FORM

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

DATE OF TRANSACTION: 05/21/18
ACCOUNT NO: 1000-112 Courthouse: 4442.00 Equipment — P.O. NO: 22327
ESTIMATED LIFE EXPECTANCY: 15 years — MILEAGE OR HOURS:
CIP NUMBER: — LOCATION: Judicial Center
SERIAL OR VIN NUMBER: 19100506
TOTAL/PARTIAL VALUE OF ASSET: $8,531.00
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: New Skag Power Mower; Model: STCII-52V-25CV-EFI; S/N: 19100506 with Skag blade, Oil, & Oil Filter (Warranty expiration: 05/23/2021)
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: Skag — MODEL NO: STCII-52V-25CV-EFI
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 END-OF-LEASE TRANSFERRED TO:
(ATTACH POLICE REPORT)
DATE BOARD APPROVED: 5-29-18 — DATE COUNCIL APPROVED: (REAL PROPERTY VALUE > $9,999)
(ATTACH COPY OF MINUTES) — SIGNATURE: Dan Saylor, Commission President
DATE BOARD APPROVED: (REAL PROPERTY ONLY)
PERSON RESPONSIBLE: SIGNATURE — Joe Grassman PRINTED NAME
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: Roger E. Emmons, Administrator
IF TRANSFERRED
RECEIVING PERSON'S SIGNATURE:
PRINTED NAME:

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

FIXED ASSET NOTIFICATION FORM

DEPARTMENT: SHERIFF'S OFFICE
THIS NOTIFICATION IS FOR: [ADDITION] UPDATE TRANSFER DISPOSAL
ACQUISITION IS BY: [PURCHASE] DONATION LEASE TRANSFER
(ATTACH COPY)

DATE OF TRANSACTION: 05/23/18
ACCOUNT NO: 1222-000 E911: 4441.00 Equipment — P.O. NO: 22307
ESTIMATED LIFE EXPECTANCY: 15 YEARS — MILEAGE OR HOURS:
CIP NUMBER: — LOCATION: Warrick County Sheriff's Office
SERIAL OR VIN NUMBER: List of s/n's attached for all 44 radios
TOTAL/PARTIAL VALUE OF ASSET: $73,753.60
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: 44- VP600 800MHz P25 Portable Radios w/batteries & antennas; 44 Chargers-Single bay; Programming of 44 radios; 40 BPS7374L Batteries; and discount for 44 portable radios @ $29,700.00
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: Viking — MODEL NO: VP600
YEAR: — LICENSE NO: ATTACH COPY OF REGISTRATION
GROSS VEHICLE WEIGHT: TRUCKS ONLY — TYPE OF FUEL:
IF DISPOSED - METHOD: SOLD $ TRADED JUNKED SCRAPPED
STOLEN/WRECKED END-OF-LEASE TRANSFERRED TO:
(ATTACH POLICE REPORT)
DATE BOARD APPROVED: May 29, 2018 — DATE COUNCIL APPROVED: (REAL PROPERTY VALUE > $9,999)
(ATTACH COPY OF MINUTES) — SIGNATURE: Dan Saylor, Commission President
DATE BOARD APPROVED: (REAL PROPERTY ONLY)
PERSON RESPONSIBLE: SIGNATURE — Brett Kruse, Sheriff 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:

ESG ENERGY SYSTEMS GROUP

9877 Eastgate Court
Newburgh, IN 47630
Tel: 812.471.5000
Fax: 812.475.2644

Warrick County Commissioners
Roger Emmons, Administrator
107 W. Locust Street, Suite 301, Warrick County Courthouse
Boonville, IN 47601

Invoice No: 020-0011327
Invoice Date: 5/29/2018
Job Number: 0201175.18.C00
Terms: Net 30 Days

Description	
Description: Warrick County - Guaranteed Savings Contract Contract Dated May 14, 2018	$ 1,535,594.00
Less 5% Retainage	(76,779.70)
Balance Due this Invoice	$ 1,458,814.30

Net Due 30 Days

Remit Information:
For ACH (Automated Clearing House) transmittal:
ABA: 083000011 Fifth Third Southern Indiana (Evansville, IN)
For the Benefit of Energy Systems Group LLC
Account 101480880

For Wire Transfers:
042000314 Fifth Third Bank (Corp Office in Cincinnati)
For the Benefit of Energy Systems Group LLC
Account 101480880

By Mail:
Energy Systems Group LLC
P.O. Box 634987
Cincinnati OH 45263-4987

Contact Information:
Rachel Petersen, Project Accountant
Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630

Phone(812)492-3767
Fax (833)834-0326
Email: rpetersen@energysystemsgroup.com

www.energysystemsgroup.com

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
Warrick County Commissioners
Roger Emmons, Administrator
107 W. Locust Street, Suite 301, Warrick County Courthouse
Boonville, IN 47601

PROJECT: Guaranteed Energy Savings
CONTRACT DATE: May 14, 2018

APPLICATION NUMBER: 1 - Initial
APPLICATION DATE: May 29, 2018
PERIOD TO: May 31, 2018
ESG JOB NUMBER 0201175.18.C00

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM CONTRACTOR:
Energy Systems Group
9877 Eastgate Court
Newburgh, IN 47630

Payment by Mail
Energy Systems Group
PO BOX 634987
Cincinnati, OH 45263-4987

Please Remit To

ACH & EFT information (inbound & outbound):
ABA: 086300041 Fifth Third Southern Indiana (Evansville, IN)
For the Benefit of Energy Systems Group, LLC
Account 101480880
Wire Transfers (inbound & outbound):
042000314 Fifth Third Bank (Corp Office in Cincinnati)
For the Benefit of Energy Systems Group, LLC
Account 101480880

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$6,143,876.00
2. Net change by Change Orders		$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$6,143,876.00
4. TOTAL COMPLETED & STORED TO DATE		$1,535,594.00
5. RETAINAGE: a. 5% of Total Completed & Stored To Date (Column I of G703)	$ 76,779.70	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$1,458,814.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$0.00
8. CURRENT PAYMENT DUE		$1,458,814.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$4,685,061.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Steve Pride
By: Steve Pride, Senior Vice President Date: 5/29/2018
State of: Indiana
County of: Warrick
Subscribed and sworn to before me this 29th day of May, 2018
Notary Public: Gabrielle Dean Snider
My Commission expires: April 9, 2021

GABRIELLE DEANNE SNIDER
Notary Public, State of Indiana
Warrick County
Commission # 643523
My Commission Expires
April 09, 2021

Owner Approval:
Dan Sayler
Warrick County Commissioners Office
5-29-18

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT-1992 EDITION AIA

G702-1992

CONTINUATION SHEET

Based on AIA DOCUMENT G703

Based on AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1 - Initial
APPLICATION DATE: 5/29/2018
PERIOD TO: 5/31/2018
ESG JOB NUMBER 0201175.18.C00

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 5%
1	Engineering & Mobilization	1,535,594.00		1,535,594.00		1,535,594.00	100.00%	-	76,779.70
2	Courthouse Electrical Upgrades	753,818.36		-		-	0.00%	753,818.36	-
3	Courthouse Judicial Center Lighting	225,885.53		-		-	0.00%	225,885.53	-
4	Courthouse and Judicial Center HVAC Upgrades	2,010,465.41		-		-	0.00%	2,010,465.41	-
5	Courthouse Restroom and Plumbing Upgrades	295,094.05		-		-	0.00%	295,094.05	-
6	Courthouse Exterior Improvements	669,570.95		-		-	0.00%	669,570.95	-
7	Courthouse Interior Improvements	653,447.70		-		-	0.00%	653,447.70	-
	PROJECT TOTALS	6,143,876.00	0.00	1,535,594.00	0.00	1,535,594.00	24.99%	4,608,282.00	76,779.70

Based on AIA DOCUMENT G703-APPLICATION FOR PAYMENT - MAY 1983 EDITION-AIA

EXHIBIT B-1
LIEN RELEASE AND WAIVER FOR PROGRESS PAYMENT

Project Description: Warrick County Guaranteed Energy Savings
Contract or Purchase Order Number: 0201175.18.C00.00.00.00

Energy Systems Group, LLC, the undersigned, for and in consideration of the payments made to it by Owner, Agent and/or Contractor, for labor employed in and/or materials furnished for the above-referenced project, hereby certifies as follows:

1. The undersigned hereby affirms that there are no outstanding claims against the Owner, Contractor, or their agents, employees and/or its sureties in connection with this project.

2. In consideration of this progress payment to its complete satisfaction, the undersigned does hereby waive, release and quit claim in favor of the Owner, all rights that presently exist to the undersigned to assert a lien upon the land and improvements comprising the project by virtue of any law in the jurisdiction in which the land and improvements are located or an amendment of said law regarding the rights of a contractor, subcontractor, laborer, supplier, or materialman to assert a lien or claim against the project.

3. The undersigned does hereby release, waive and discharge the project, the Owner of the project, the Contractor, and their agents, employees, and sureties, and other guarantors or obligors on the Bond or other undertaking, from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims, and demands whatsoever, in law or equity which the undersigned and/or its successors and/or assignees ever had, now have, or ever will have against the said Owner, Contractor, and their agents or employees, sureties and other guarantors or obligors on the Bond or other undertaking, by reason of delivery of material and/or the performance of work relating to the construction of the project; and the undersigned hereby agrees to indemnify, defend and hold the above parties harmless from any and all damages, costs, expenses, demands, suits, and legal fees, directly or indirectly relating to any claim or lien by any party which relates to that which was performed or should have been performed by or for the undersigned.

4. The undersigned has not and will not assign any claim against the Owner, Contractor, and their agents or employees, sureties, and other guarantors or obligors on the Bond or other undertaking, nor any lien or right to perfect a lien against the project, and the undersigned has the right, power, and authority to execute this Lien Release and Waiver for Progressive Payment.

5. The undersigned warrants that upon receipt of $1,458,814.30, the underlying payments will be made with (7) seven days to all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated into the project and any lien or bond claimant relating to the undersigned's work and that none of such laborers, subcontractors, suppliers, or materialmen, or claimants has any claim, demand, or lien against the project. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

6. No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed in the project.

This Lien Release and Waiver for Progress Payment shall be an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished and under any supplemental contract or contracts, whether oral or written, for extra or additional work on the project.

IN WITNESS WHEREOF, this Lien Release and Waiver for Progress Payment has been executed on this 29th day of May, 2018.

Steve Pride
(Signature)
Energy Systems Group, LLC
(Company Name)

STATE OF Indiana)
COUNTY OF Warrick) SS:

GABRIELLE DEANNE SNIDER
Notary Public, State of Indiana
Warrick County
Commission # 643523
My Commission Expires
April 09, 2021

SUBSCRIBED and sworn to before me, a Notary Public, in and for this County and State, this 29th day of May, 2018

(Notary Public)
County of Residence: Warrick

Gabrielle Deanne Snider
(Printed Name)
My Commission Expires: April 9, 2021

AT&T

AT&T Capital Services, Inc.
Suite 1C118
38 S. Fairview Avenue
Park Ridge, IL 60068-4018
Office: 800/323-7312
Fax: 847/326-0580

Municipal CompleteServices (SM) Agreement
Number: 2759300-004
Dated: May 9, 2017

Customer

Customer full legal name WARRICK COUNTY, INDIANA				
Telephone number (812) 897-6120	Fax number			
Contact Name RODGER EMMONS		E-Mail Address roger@warrickcounty.gov		
Address 100 W. S.R. 62	City BOONVILLE	State IN	Zip 47601	County WARRICK
Service location, if different from above 100 W. S.R. 62	City BOONVILLE	State IN	Zip 47601	County WARRICK

Service Detail

Service Description: E9-1-1 SERVICE

Service Supplier: AT&T INC.

Schedule of Rental Payments

Purchase option: One Dollar

Down Payment (if applicable)* $0.00 (plus applicable taxes)	Term of Agreement (in months) 120	Total number of payments: 40 In Arrears
*Payable to AT&T Capital Services, Inc. and due upon execution of this Agreement.		
Payment frequency: Quarterly		Payments**: 40 at $29,232.12 (plus applicable taxes) **Payments may be indexed up until Agreement commencement.

Terms and Conditions

1. AGREEMENT: Customer hereby agrees to finance from Lender the Service described on page 1 of this Municipal CompleteServices Agreement ("Agreement"). It is expressly understood that the term "Service" shall include, but is not limited to the service(s) described on page 1 and any associated items therewith, including operating system software and application software. Any reference to "Agreement" shall mean this Agreement, including the Opinion of Counsel, the Acceptance Certificate, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof.

As conditions precedent to Lender's obligation to purchase any Service, (a) Customer shall execute this Agreement, and all Agreement documents including the Acceptance Certificate, Opinion of Counsel, and any other documentation required by Lender, and (b) there shall have been no material adverse change in Customer's financial condition.

2. TERM: The Agreement term shall commence on the date of execution of an Acceptance Certificate or twenty (20) days after the delivery of the Service to the Customer ("Commencement Date"), and unless earlier terminated as provided for in the Agreement, shall continue for the number of whole months or other payment periods set forth in this Agreement ("Initial Term"), commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Term may be earlier terminated upon: (a) the non-appropriation of funds pursuant to Section 4 herein, or (b) an Event of Default by Customer and Lender's election to cancel this Agreement pursuant to Section 14.

3. RENT PAYMENTS: During the Initial Term and any renewal term of the Agreement, Customer agrees to pay Lender total rent equal to the aggregate number of rental payments multiplied by the amount of each payment (plus taxes) specified on page 1 of the Agreement. The due date of the first rent payment is the date upon which the Service is delivered to Customer or any later date designated by Lender. Restrictive endorsements on checks sent to Lender will not reduce Customer's obligations to Lender.

"Price" shall mean the actual purchase price of the Service. If the Price is increased or decreased as a result of a change in the actual purchase price of the Service, Customer authorizes Lender to adjust the Rent Payments accordingly.

Any sum received later than ten (10) days after its due date will bear interest from such due date at the rate of 1½% per month, but not exceeding the lawful maximum, if any, until paid. All sums to be paid as provided herein shall be payable to Lender at its address set forth above or such other place as Lender directs in writing.

4. NON-APPROPRIATION: This Section is applicable only if the inclusion of such a non-appropriation provision is legally required. Customer's obligations to pay Rent Payments and any other amounts due for each fiscal period is contingent upon approval of the appropriation of funds by its governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Agreement, Customer may terminate the Agreement effective on the first day of such fiscal period ("Termination Date"), if: (a) Customer has used due diligence to exhaust all funds legally available; and (b) Lender has received written notice from Customer at least thirty (30) days before the Termination Date. Upon the occurrence of such non-appropriation, Customer shall not be obligated for Rent Payments for any fiscal period for which funds have not been so appropriated. If Customer terminates an Agreement pursuant to this Section, unless the following would affect the validity of an Agreement, Customer will not purchase, lease, rent, seek appropriations for, or otherwise obtain services serving the same function as the Service for the fiscal period in which such termination occurs or the next succeeding fiscal period and such an obligation will survive termination of this Agreement.

5. DELIVERY: All transportation, delivery and installation costs shall be borne by Customer. Lender is not and shall not be liable for specific performance of this Agreement or for damages if for any reason the supplier delays or fails to fill the order or if the Customer negotiates in bad faith prior to payment by Lender to the supplier. Any delay in delivery by the supplier shall not affect the validity of this Agreement.

6. NON-CANCELLABLE NET AGREEMENT: Subject only to the provisions of Section 4 herein, Customer's obligations under the Agreement are absolute and unconditional, and shall not be subject to any delay, reduction, setoff, defense, counterclaim or recoupment for any reason including any failure of the Service, or any misrepresentation of any supplier, manufacturer, installer, vendor or distributor. Lender is not responsible for the delivery, installation, maintenance or operation of the Service.

7. WARRANTIES: Lender and Customer acknowledge that third-party warranties, if any, inure to the benefit of Customer. Customer agrees to pursue any warranty claim directly against such third party and shall not pursue any such claim against Lender. Customer shall continue to pay Lender all amounts payable under any Agreement under any and all circumstances.

8. QUIET ENJOYMENT: During the Term, Lender shall not interfere with Customer's quiet enjoyment and use of the Service provided that an Event of Default (as hereinafter defined) has not occurred.

9. TAXES AND FEES: Customer shall keep the Service free and clear of all levies, and encumbrances except those created under this Agreement. Unless Customer first provides proof of exemption therefrom, Customer shall promptly reimburse Lender, upon demand, as an additional sum payable under this Agreement, or shall pay directly if so requested by Lender, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, whether assessed against Customer or Lender, relating to the purchase, ownership, leasing, or use of the Service or the Rent Payments, excluding all taxes computed upon the net income of Lender.

10. DISCLAIMER OF WARRANTIES AND DAMAGES: CUSTOMER ACKNOWLEDGES THAT (a) THE SIZE, DESIGN, CAPACITY OF THE SERVICE AND THE SUPPLIER HAVE BEEN SELECTED BY CUSTOMER; (b) LENDER IS NOT A MANUFACTURER, SUPPLIER, DEALER, DISTRIBUTOR OR INSTALLER OF THE SERVICE; (c) NO MANUFACTURER OR SUPPLIER OR ANY OF THEIR REPRESENTATIVES IS AN AGENT OF LENDER OR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF AN AGREEMENT; AND (d) EXCEPT FOR LENDER'S WARRANTY OF QUIET ENJOYMENT, LENDER HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE DESIGN, QUALITY, CAPACITY, MATERIAL, WORKMANSHIP, OPERATION, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HIDDEN OR LATENT DEFECT OF THE SERVICE OR ANY PORTION THEREOF, OR AS TO ANY PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT. CUSTOMER LEASES THE SERVICE "AS IS, WHERE IS".

LENDER SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY SORT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF PROFITS OR SAVINGS, LOSS OF USE, OR ANY OTHER DAMAGES, WHETHER BASED ON STRICT LIABILITY OR NEGLIGENCE, AND WHETHER RESULTING FROM USE OF THE SERVICE OR BREACH OF THE AGREEMENT OR OTHERWISE, EXCEPT FOR DIRECT, SPECIFIC DAMAGES FOR LENDER'S BREACH OF AN AGREEMENT OR FOR PERSONAL INJURY OR PROPERTY DAMAGE ONLY TO THE EXTENT CAUSED BY LENDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer represents, covenants and warrants to Lender that: (a) Customer is a public body corporate and politic, duly organized and validly existing, and has the power to execute, deliver and perform each Agreement; (b) the person executing this Agreement and related documents on behalf of Customer has been given authority to bind Customer; (c) this Agreement and all related documents have been duly authorized and constitute valid, legal and binding obligations of Customer, enforceable in accordance with their terms; (d) there are no actions or proceedings pending or threatened against Customer which, if adversely determined, will have a material adverse effect on the ability of Customer to perform its obligations under an Agreement; (e) Customer qualifies as a state or a political subdivision of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended ("Code"); (f) Customer will not do or cause to be done any act which will cause, or by omission of any act allow, the Agreement to be an arbitrage bond within the meaning of Section 148(a) of the Code; (g) Customer will not take any action which, or omit to take any action which, would adversely affect the exemption of the interest component of Rent Payments from federal income taxation; (h) Customer shall file Internal Revenue Form 8038-G or Form 8038-GC, as applicable; and (i) Customer will be the only entity to own, use and operate the Service during the Term and solely to perform essential governmental functions; and (j) the obligation of Customer to pay Rent Payments shall constitute a current expense of Customer and is not in contravention of any applicable limitation of indebtedness.

12. INDEMNITY: To the maximum extent permitted by applicable law, Customer shall indemnify Lender against, and hold Lender harmless from, and covenants to defend Lender against, any and all losses, claims, liens, encumbrances, suits, damages, and liabilities (and all costs and expenses including, without limitation, reasonable attorneys' fees) related to the Agreement including, without limitation, the selection, purchase, delivery, ownership, condition, use, operation of the Service, or violation of the software sublicense, or arising by operation of law (excluding the gross negligence or willful misconduct of Lender). Customer shall assume full responsibility for, or at Lender's sole option, reimburse Lender for the defense thereof. This Section shall survive the termination of the Agreement with respect to acts or events occurring or alleged to have occurred or otherwise attributable to the period prior to the last usage of the Service.

The Agreement is entered into based upon the assumption that the interest portion of the Rent Payments will not be includable in Lender's gross income for federal income tax purposes. If Customer causes Lender's after-tax economic yield to be adversely affected, to the extent permitted by law, Customer shall pay Lender, on demand, an amount which will cause Lender to have the same economic return had such a loss not occurred.

13. DEFAULT: Customer shall be in default under this Agreement upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) failure by Customer to pay any Rent Payments or other amounts payable under this Agreement for a period of ten (10) days or more, (b) failure by Customer to perform any term or condition hereunder, it being agreed that default under one Agreement shall constitute a default under this Agreement and all associated Agreements with Lender, (c) the inaccuracy of any material representation or warranty made by the Customer or any guarantor hereof in connection with any Agreement hereunder, (d) Customer's attempt to make an assignment of this Agreement or sublease any Service without Lender's prior written consent, (e) Customer dissolves or ceases to exist or transfers a major part in value of its assets, (f) Customer becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition or has an involuntary petition filed or action commenced against it under the United States Bankruptcy Code or any similar federal or state law, (g) an adverse change in Customer's or any guarantor's financial condition as will, in the good faith judgment of Lender, impair the Service or increase the credit risk involved, (h) failure by Customer to obtain or maintain any insurance required by Lender under any Agreement hereunder, (i) any guarantor of any of Customer's obligations under any Agreement defaults in the performance of any covenant or obligation hereunder, or (j) Customer files a UCC-3 Termination Statement without the prior written authorization of Lender.

14. REMEDIES. Upon the occurrence of an Event of Default, Lender may, at its option do any or all of the following: (a) proceed by appropriate court action either at law or in equity to enforce performance by Customer of the applicable covenants and terms of this Agreement, (b) retake immediate possession of the Service, wherever located, and for such purpose, enter upon any premises without liability for so doing, (c) cause Customer, and Customer hereby agrees, to return the Service to Lender as provided in this Agreement, (d) recover from Customer, as liquidated damages for loss of a bargain and not as a penalty, all sums owing hereunder and/or all Rent Payments immediately due and payable, (e) sell, lease, hold, use or otherwise dispose of any Service as Lender in its sole discretion may determine and Lender shall not be obligated to give preference to the sale, lease or other disposition of the Service over the sale, lease or other disposition of similar Service owned or leased by Lender, or (f) by notice in writing to Customer, cancel this Agreement whereupon all right and interest of Customer in or to the possession or use of the Service shall absolutely cease. In any event, Customer shall, without further demand, pay to Lender an amount equal to all sums due and payable for all periods up to and including the date on which Lender has declared this Agreement to be in default and as partial damages for breach, a sum equal to the unpaid balance of Rent Payments for the remaining Term, (discounted to present value at the prime rate in effect at the time of such default), less only the net proceeds of any such reletting or sale to the extent such rentals or proceeds are attributable to the balance of the Term.

Further, Lender shall be entitled to recover from Customer and Customer agrees to pay: (i) any and all damages which Lender shall sustain by reason of any such default or breach by Customer, (ii) a reasonable sum for attorneys' fees, and (iii) such expenses as shall be expended or incurred by Lender in the seizure, rental, storage, transportation, sale of Service, or enforcement of any right or privilege hereunder or collection of any sums due hereunder. Customer further agrees that, in any event, it will be liable for any deficiency after any sale, lease or other disposition by Lender.

The remedies herein provided in favor of Lender in the event of Customer's default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy.

15. ASSIGNMENT: WITHOUT LENDER'S PRIOR WRITTEN CONSENT (SUCH CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD), CUSTOMER SHALL NOT ASSIGN, SUBLEASE, TRANSFER, PLEDGE, MORTGAGE OR OTHERWISE ENCUMBER ("TRANSFER") THE SERVICE OR THE AGREEMENT OR ANY OF ITS RIGHTS THEREIN OR PERMIT ANY LEVY, LIEN OR ENCUMBRANCE THEREON. Any attempted non-consensual Transfer by Customer shall be void ab initio. No Transfer shall relieve Customer of any of its obligations under the Agreement. LENDER MAY ASSIGN ITS INTEREST IN THIS AGREEMENT WITHOUT CUSTOMER'S CONSENT.

16. NOTICES: Notices, demands and other communications shall be in writing and shall be sent by hand delivery, certified mail (return receipt requested), or overnight courier service to Customer or Lender at their respective addresses stated above. Notices shall be effective upon the earlier of actual receipt or four days after the mailing date. Either party may substitute another address by written notice to the other party.

17. GOVERNING LAW. EACH AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE CUSTOMER IS LOCATED.

18. MISCELLANEOUS: (a) Any failure of Lender to require strict performance by Customer or any waiver by Lender of any provision of the Agreement shall not be construed as a consent to or waiver of any other breach of the same or of any other provision; (b) If there is more than one Customer, the obligations of each Customer are joint and several; (c) Customer shall deliver to Lender, from time to time, such additional financial information as Lender may reasonably request; (d) any provision of this Agreement prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement; (e) the obligations which Customer is required to perform during the Term of any Agreement shall survive the expiration or other termination of the Agreement to the extent that such obligations remain unperformed as of the expiration or termination of the Agreement; (f) in the event Customer fails to pay or perform any obligations under the Agreement, Lender may, at its option, pay or perform such obligation, and any payment made or expense incurred by Lender in connection therewith shall be due and payable by Customer, upon demand by Lender, with interest thereon accruing at the rate of 1 ½ % per month, but not exceeding the lawful maximum, if any, until paid; (g) time is of the essence in each Agreement and in each of the Agreement provisions; (h) Customer shall pay Lender on demand all costs and expenses, including reasonable attorneys' and collection fees incurred by Lender in enforcing the terms and conditions of an Agreement or in protecting Lender's rights and interests in the Agreement or the Service; (i) no late charge, fee or interest, as applicable, is intended to exceed the maximum amount permitted to be charged or collected by applicable law, (j) this Agreement and/or any Agreement hereunder may be executed in one or more counterparts, but only one shall be deemed an original, and it shall be stamped "Lender Original" while all other counterparts shall be stamped "Customer Copy"; (k) each Agreement constitutes the entire agreement between Lender and Customer with respect to the subject matter thereof and supersedes all previous writings and understandings of any nature whatsoever. No agent, employee, or representative of Lender has any authority to bind Lender to any representation or warranty concerning the Service and, unless such representation or warranty is specifically included in the Agreement, it shall not be enforceable by Customer against Lender.

Except as otherwise provided in Section 3 of this Agreement, any modifications, amendments or waivers to an Agreement shall be effective only if mutually agreed upon in writing and duly executed by authorized representatives of the parties.

THE LOGO APPEARING ON THIS DOCUMENT IS A FEDERALLY REGISTERED TRADEMARK AND MAY NOT BE USED IN ANY WAY NOR MAY THIS DOCUMENT BE ALTERED OR MANIPULATED WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF AT&T CAPITAL SERVICES, INC. CUSTOMER MAY TRANSFER THIS DOCUMENT FROM ELECTRONIC FORMAT TO A TANGIBLE ONE BY PRINTING IT IN ITS UNALTERED STATE.

Acknowledgement	Accepted By
Customer hereby certifies that he/she has read and agrees to all of the terms and conditions set forth on pages 1-3 of this Municipal CompleteServices Agreement.	THIS DOCUMENT IS NOT BINDING UNTIL ACCEPTED BY LENDER.
Customer Name WARRICK COUNTY, INDIANA	Lender Name AT&T CAPITAL SERVICES, INC.
Name and Title (please print) x Marlin Weisheit President, Warrick County Commissioners	Name and Title (please print) [signature] President
Signature x [signature]	Signature [signature]

OPINION OF COUNSEL
With respect to that certain Municipal CompleteServices Agreement ("Agreement") dated ______ by and between AT&T Capital Services, Inc. and the Customer, I am of the opinion that: (i) the Customer is, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, a State or a fully constituted political subdivision or agency of the State of the Service Location described in the Agreement hereto; (ii) the execution, delivery and performance by the Customer of the Agreement have been duly authorized by all necessary action on the part of the Customer; and, (iii) the Agreement constitutes a legal, valid and binding obligation of the Customer enforceable in accordance with its terms.

x [signature]
Attorney for Customer