WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
June 11, 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.

Chief Deputy Auditor BJ Farrell 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, Sheriff.

AREA PLAN COMMISSION
REZONING
PC-R-18-04 OAK GROVE ROAD – MAKEN CORPORATION
ORDINANCE 2018-15

Commissioner Saylor: First item on the agenda is APC.

Molly Barnhill: Okay, we have a rezoning, PC-R-18-04, Petition of Maken Corporation, by Daniel Ubelhor, President, to rezone eighteen point two-seven-eight (18.278) acres on the north side of Oak Grove Road. Zero (0) feet northwest of the intersection of Oak Grove and Roslin Road from M-2, General Industrial, to PUD, R-1, a Planned Unit Development with one (1) family dwelling. We're in Boon Township. Complete legal is on file. It was advertised in the Standard March 29, 2018. A unanimous, a unanimous recommendation of approval by the Plan Commission on April 9, 2018. This was continued from the May 14, 2018 meeting. All your other information is in the packets.

Commissioner Saylor: Good evening.

Jeramy Elrod: Does everyone else have a picture of it? Or do I need to…? Does everybody know where this is? Alright.

Commissioner Weisheit: Roslin Road.

Jeramy Elrod: Gotcha. My name's Jeramy Elrod. I'm with Morley here on behalf of the Maken Corporation for this rezoning. I'm standing in for Jim Morley, Jr. He was unable to make this meeting. But he, Jim was the one (1) to present the, the plat and also the road drainage plans, which have all been approved to this point. So, now we're just here for the rezoning of the property. And I'm here to answer any questions, if you have any.

Commissioner Saylor: Bob, you got any questions?

Commissioner Johnson: Naw.

Commissioner Weisheit: I don't. It looks good.

Commissioner Johnson: (Inaudible).

Commissioner Saylor: (Inaudible).

Commissioner Weisheit: Remonstrators?

Commissioner Saylor: Anybody in the audience to speak for or against this proposed development? Okay.

Commissioner Weisheit: I guess we need an Ordinance number, don't we?

Commissioner Saylor: Yep, what's…?

Kristine Georges: Be 2018-15.

Commissioner Saylor: Okay, I need a motion to approve Ordinance 2018-15.

Commissioner Johnson: So moved.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Jeramy Elrod: Thank you.

Commissioner Saylor: Thank you.

Commissioner Weisheit: Thank you.

Commissioner Johnson: Thank you.

(PC-R-18-04, Ordinance 2018-15 is located on Page 14 of these Official Minutes)

PC-R-18-08 STATE ROAD 62
JORDAN AND RACHEL BAKER
ORDINANCE 2018-16

Molly Barnhill: Okay, ready?

Commissioner Saylor: Yep.

Molly Barnhill: PC-R-18-08, Petition of Jordan and Rachel Baker to rezone four and a half (4 ½) acres on the north side of (Hwy) 62 about six hundred and eighty (680) feet east of the intersection of (Hwy) 62 and Squaw Creek Road from A, Agricultural to C-3, Highway Commercial Zoning District. It is part of Block 1 and Lot 18 in John Bull Addition, Boon Township. The complete legal is on file and it was advertised in the standard on May 3rd, of '18. And APC gave it a unanimous recommendation on May 14, 2018.

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

Chad Waggner: Chad Waggner, I'm the professional land surveyor for the Bakers on this. Jordan was unable to make it out today. I'd be more than happy to answer any questions you guys may have. But I will give you a bit of background on this. They are looking at building their new vet clinic on this site. The long term plan is to have a new, have a new facility here and they will turn their old building on (Hwy) 261 and Eskew into, gear it more towards a large animal clinic, and this will be for small animals.

Commissioner Saylor: So are they going to take up this whole area, the four and a half (4 ½) acres, you think?

Chad Waggner: Not the whole thing. I've seen some concepts with parking. It's definitely not going to take up the whole site. I think that the building is going to be somewhere around, I think anywhere between eight (8,000) to ten thousand (10,000) square feet. Not sure on the parking. It will all be handled based on zoning.

Commissioner Saylor: Okay. Is there anyone in the audience to speak for or against this? Board, you have any questions?

Commissioner Johnson: Is this Ordinance '16?

Kristine Georges: Yes.

Commissioner Saylor: Okay, do I have motion to approve Ordinance 2018-16?

Commissioner Johnson: I make that motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(PC-R-18-08, Ordinance 2018-16, is located on Page 14 of these Official Minutes)

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

Molly Barnhill: Okay, Street Construction Plans, PP-18-04. This is the Enclave at Oak Grove Road by Ken Favor. One point seven-eight (1.78) acres located on the east side of Coal Mine Road, approximately two hundred and sixty-four (264) feet north of the intersection formed by Coal Mine Road and Oak Grove Road. We're in Ohio Township. Complete legal on file. It has private streets and they're asking for no improvements to Coal Mine Road. This was continued from May 14th and May 29th and it's here today. And Bobby needs to comment on this one (1).

Commissioner Saylor: Bobby?

Bobby Howard: I don't believe that this got the drainage plan approval. And I believe it still had a few items on the street plans, so I ask that it be tabled again.

Commissioner Saylor: Okay, do we have a motion to table?

Commissioner Johnson: Motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. (Motion carried 3-0). Motion made to table to our next meeting which is, what date would that be? June…?

Todd Glass: 25.

Commissioner Saylor: 25th?

Molly Barnhill: 25th.

Commissioner Saylor: June 25th.

REQUEST FOR EXTENSION OF SURETY
MALLARD LAKE PHASE 2

Molly Barnhill: We have a Request for Extension of Surety from Mallard Lake, Phase 2, by Lake Group by Stewart Phillips, President for sidewalk construction. They're requesting a one (1) year extension with no reduction from sixteen thousand six hundred thirty-eight dollars and forty-eight cents ($16,638.38). They've had twelve (12) years. The Ordinance allows for a maximum period of nine (9) years. Therefore they're also requesting a modification of the Subdivision Control Ordinance. Their letter of credit expires July 24th. Bobby has reviewed this and signed off on the dollar amount.

Commissioner Saylor: So, it's in order?

Bobby Howard: Yes, Sir.

Commissioner Saylor: Do I have a motion?

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

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). I think that's it. You got anything else?

Molly Barnhill: That's it for the APC.

Commissioner Weisheit: Thank you, Molly.

Commissioner Saylor: Thank you, Molly.

Molly Barnhill: Thank you.

(Mallard Lake Phase 2, Extension of Surety, is located on Page 15 of these Official Minutes)

APPROVAL OF MINUTES
MAY 29, 2018

Commissioner Saylor: Next item on the agenda is Approval of Minutes for the May 29, 2018 meeting.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

ITEMS FOR DISCUSSION
YMCA TRIATHLON – HEATHER LEJMAN

Commissioner Saylor: Items for Discussion. Heather, is that Lejman? Lejman. Heather, you want to come on up? State your name for the record please.

Heather Lejman: I'm Heather Lejman and I am the Special Events Director for the YMCA, so the Director for the Spirit Mind Body Triathlon we've been doing at Scales for year thirteen (13) I think. Just wanted to go over this with you guys again. The bike route changed a little last year. Made it a little bit longer and made it more [illegible]

Labhart. I've got everything else worked out same as usual. Just want to make sure it's all cool with you guys that we're out there again. Be on the 23rd.

Commissioner Saylor: Sheriff, you're good with this?

Sheriff Kruse: There's never been a problem before.

Commissioner Saylor: Alright.

Heather Lejman: I promise we won't start being a problem. This is my fifth year, so I'm good.

Commissioner Weisheit: Yeah, good deal.

Commissioner Saylor: Alright, do I have a motion to approve?

Commissioner Weisheit: I make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Heather Lejman: Alright. Thank you.

Commissioner Saylor: Thank you.

Commissioner Weisheit: Yeah, good luck with it.

Kristine Georges: Ma'am? Can I, make sure the last name, spelling for your last name, please?

Heather Lejman: L-e-j-m-a-n.

Kristine Georges: Okay, thank you.

Commissioner Saylor: Thank you.

Heather Lejman: (Inaudible).

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
COVERED BRIDGE CERTIFICATION

Commissioner Saylor: Okay, our County Administrator is out today due to some health issues and some challenges. So hope he gets back on his feet and well again soon. So, Susie, the covered, the next item on the agenda would be our Covered Bridge Certification. That, Todd, have you seen this?

Todd Glass: No.

Commissioner Weisheit: It's a yearly thing.

Commissioner Saylor: Is it?

Todd Glass: Yeah. That's routine.

Commissioner Saylor: Okay sign...

Todd Glass: Zero (0).

Bobby Howard: Zero (0).

Commissioner Saylor: Zero (0)?

Todd Glass: And that's in acceptable format, Mr. President.

Commissioner Weisheit: I guess we can make a motion to approve?

Commissioner Saylor: Do I...?

Commissioner Weisheit: I'll make a motion to approve the Covered Bridge Certification.

Commissioner Saylor: Do I have a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Covered Bridge Certification is located on Page 15 of these Official Minutes)

WARRICK COUNTY AND LUCE TOWNSHIP REGIONAL SEWER DISTRICT GIS DATA EXCHANGE AGREEMENT

Commissioner Saylor: Next item on the agenda is the Warrick County/Luce Township Regional Sewer District GIS Data Exchange Agreement.

Todd Glass: I can help with that.

Commissioner Saylor: Oh, okay.

Todd Glass: If you remember, Mr. President, the Luce Township Regional Sewer District is based primarily in Spencer County, but has part of its service area in Warrick County and would like to enter into a data exchange agreement to access some of our GIS layers in return for providing some of their information to us. We've entered into similar GIS Data Exchange Agreements with other utilities like that. I recommended a few housekeeping edits which are not substantive, but I haven't heard back from Mr. Phillips. As long as he's okay with those, it's in proper form. Whether or not this has that, we would just double check, but I, I've got the one (1) I would recommend with me that has the spelling and other grammatical corrections in it.

Commissioner Saylor: So, do I have a motion for approval with the changes our Counselor's spoke about?

Commissioner Weisheit: I make a motion to approve with, with Counsel's changes.

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).

(GIS Data Agreement with Luce Township is located on Pages 15 through 17 of these Official Minutes)

COUNTY ATTORNEY
HIGHWAY DONATION FUND
ORDINANCE 2018-14 AMENDING ORDINANCE 2018-05

Commissioner Saylor: Next item on the agenda is the Oak Grove Sewer Utility Easement Agreement between Warrick County and the Town of Newburgh.

Todd Glass: Um, how about, can we do Ordinance, Highway Donation Fund? It doesn't matter to me.

Commissioner Saylor: Oh...

Commissioner Weisheit: Under County Attorney, that's first.

Commissioner Saylor: Sorry. I wrote...

Commissioner Weisheit: Three (3) copies.

Todd Glass: I think, Mr. President, we have Ordinance 2018-14, an Ordinance of the Board of Commissioners amending the Warrick County, Indiana, Code of Ordinances, Section 37.17, and it's Highway Donation Fund. It is an Ordinance that amends the current wording of the Highway Donation Fund directing the donations deposited into the fund and the application of the funds donated to the Highway Donation Fund to be utilized according to the discretion of the Board of Commissioners of Warrick County. Mr. President, that Board approved this at First Reading at the last meeting and is ready for by motion and second approval upon Second and Third Readings today. Ordinance 2018-14.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: I make a motion to approve Ordinance 2018-14 on Second and Third Readings.

Commissioner Johnson: And I'll second that.

Commissioner Saylor: All in favor?

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. President.

(Ordinance 2018-14, Highway Donation Fund, is located on Page 17 of these Official Minutes)

OAK GROVE SEWER UTILITY EASEMENT AGREEMENT BETWEEN WARRICK COUNTY AND THE TOWN OF NEWBURGH

Todd Glass: Sewer Utility Easement, Oak Grove Road?

Commissioner Saylor: Yeah.

Todd Glass: This is, and I'll be happy to send these your direction if you'd like to have them. You'll remember that at the corner of Oak Grove and Coal Mine Road, that entire lot I believe was taken in eminent domain by the County. This easement allows the Newburgh Sewer Department to construct the sanitary sewer pipes and the appurtenances that is necessary to connect those sewer utility services from Oak Grove to Coal Mine. I've reviewed the utility easement form and made a few corrections with the assistance of the attorney for the Town of Newburgh and is in proper form. A drawing is attached to what I just passed to you as an exhibit to refresh your memory.

Commissioner Saylor: Commissioner Johnson, did you have a question on it? No?

Commissioner Johnson: No, Sir.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: I make a motion to approve the agreement with the Town of Newburgh.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor?

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. President.

(Oak Grove Sewer Utility Easement Agreement is located on Pages 18 through 19 of these Official Minutes)

INTERLOCAL AGREEMENT WITH BOONVILLE REGARDING COURTHOUSE SQUARE

Todd Glass: Next on my items is the Interlocal Agreement with Boonville Regarding the Courthouse Square Improvements. And I'm pretty confident that I can report to you that we got it the way we want it. Let me, if I may, pass three (3) of those to you. And if I could direct your attention, this is the same agreement that you've been considering over the past few weeks. With the changes made on Page 5, under Section 6.4, and you'll see in Section 6.4, we now have a combined project bidding option that Warrick County and Boonville may jointly elect to combine the bidding and/or proposal processes for the project described above for the relocation and improvement of the sidewalks bordering the pavilion and the Courthouse. That would be the combined project if that is something that would maximize efficiency and reduce the overall costs associated with the agreement. So Warrick County and Boonville can now jointly decide upon that and be jointly responsible for the bidding, the proposals, etcetera, or they can do them separately as we originally had drafted. So it gives them that discretion. Following the acceptance of a combined project bid then each party's going to be responsible for the costs associated with the separate components of the project. Then we go on, Mr. President, to describe who the, is going to be in charge of this, and this is compliant with our Interlocal Agreement Statute whereby (Section) 6.5 identifies the individuals that will be the Project Managers. That's Bobby Howard and Joe Grassman for Warrick County and Shawn Wright and Clint Roos for Boonville. One (1) of the project managers from Boonville will also be identified as a construction engineering manager, and I believe we went ahead and added that in there that it'd probably be Shawn. So with those additions, Mr. President, I think we got the option and the discretion that you are looking for and with that modification I believe you could entertain a motion to approve it, and if so, then you would send it to the City of Boonville for their approval.

Commissioner Saylor: Okay, do I have a motion?

Commissioner Weisheit: I make a motion to approve the Interlocal Agreement with the City of Boonville.

Commissioner Johnson: Real quick here, Counselor, on (Section) 6.1.1, I think it's just verbiage or I may not be quite understanding it, but it says that basically we're, we're responsible for one half (1/2) and Boonville's responsible for (1/2). But it doesn't specify where.

Commissioner Weisheit: That was on the sidewalk, only on that.

Commissioner Johnson: On the in…

Commissioner Weisheit: Sidewalk, they will, they will pay half (1/2) the sidewalk.

Commissioner Johnson: Right.

Commissioner Weisheit: We'll pay all of the wall and then they will pay, if you read on through there, the pavement.

Commissioner Johnson: Yes, but when we say sidewalk, it doesn't specify what sidewalks.

Commissioner Weisheit: And that's just the outer side, or the inner...

Commissioner Johnson: Inner.

Commissioner Weisheit: Sidewalk but it doesn't, anything coming up to the Courthouse is on us. You know we're talking about maybe repaving that. But just the sidewalk around the edge of the retaining wall.

Commissioner Johnson: But this doesn't specify.

Commissioner Weisheit: Oh, I see what you're saying. Okay, it's not clearly specified.

Commissioner Johnson: So by reading this, it would be, we're responsible for half of all the sidewalks.

Commissioner Weisheit: Yeah, and this only pertains to the inner square, so I don't know if that's something we need to...

Commissioner Saylor: Where's that? Is that...?

Commissioner Weisheit: Page 3 is what he's looking at.

Commissioner Saylor: Yeah, I know Page 3...?

Commissioner Johnson: Where does it say the inner square?

Commissioner Weisheit: Well, I don't know, I just, there's some confusion. That's what it would be. We're not obligated to the other. Now the other sidewalk over where we own the property at the Harold Gunn Pavilion, it's splitting the cost there.

Bobby Howard: Yeah, and that's called out in a different section.

Commissioner Johnson: It does say property known as Boonville Courthouse Square bounded by Second, Third, and Main. So, I was just curious about that. It is, it's not clear where I was reading. I'll second.

Commissioner Saylor: Okay, so got a first by Commissioner Weisheit and second by Commissioner Johnson. All in favor?

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Commissioner Weisheit: There might be some later discussion, when they do the outer sidewalk over at the Judicial Center, I'm not in favor of personally taking out any of those sidewalks, but that'll, but that probably won't come up for a while. Probably well after I've retired.

Bobby Howard: Their project does do the outside of the square, correct?

Commissioner Weisheit: Yep.

Bobby Howard: And we're not paying half of that cost.

Commissioner Weisheit: No. No, they might, when they get to the part where the Judicial Center is over there, them sidewalks are in great shape. They was all replaced when the building was built eighteen (18) years ago. There might be some concern about running some lighting and stuff there where they might remove...but that'd be something that'd be discussed and negotiated out at that time.

Commissioner Saylor: Okay.

Commissioner Weisheit: No agreement's been made over there yet. I'm not in favor of removing any of those sidewalks over there at this time. That'll be something that you guys will have to deal with at a later point probably.

Commissioner Johnson: Thanks, Marlin.

Commissioner Weisheit: Yep.

Todd Glass: It's, it's a reasonable comment and observation from Commissioner Johnson. The attempt to define the project as various improvements, upgrades, and renovations on Page 1, to the sidewalks, retaining walls, and adjacent areas bordering the property known as the Boonville Courthouse Square bounded by Second, Main, and Locust Streets.

Commissioner Saylor: So that would mean just this area?

Todd Glass: Bordering the Boonville Courthouse Square, and a simple phrase could be added to the Definition of Project to make sure that that is just the sidewalks bordering the Courthouse.

Commissioner Johnson: I just, make it crystal clear.

Commissioner Weisheit: Yeah. You'd feel better about it, wouldn't you?

Commissioner Weisheit: Okay.

Commissioner Saylor: Yeah, that's good.

Todd Glass: And Mr. President, unless you want to do it differently, I would just take the motion, second, and vote of approval to include that.

Commissioner Saylor: Okay. Perfect. Thank you, Todd.

(WC/City of Boonville Interlocal, Courthouse Square Renovations, is located on File in the Auditor's Office)

AGREEMENT TO ALLOW INSTALLATION AND MAINTENANCE OF FIBER OPTIC CABLE IN COUNTY RIGHT-OF-WAY MAINSTREAM FIBER NETWORKS, LLC

Todd Glass: Let me catch up to you here, Mr. President. Okay. What do I have next?

Commissioner Saylor: Next item on the agenda is the Agreement to Allow Installation and Maintenance of Fiber Optic Cable...

Commissioner Weisheit: County Right-of-way.

Todd Glass: County...

Commissioner Saylor: Cable's misspelled in County Right-of-Way with Mainstream Fiber Network, LLC.

Todd Glass: And, yes, Mr. President, Mr. Taylor and Mr. Davis has asked the Board of Commissioners to assist them in the finalizing their agreement with Mainstream Fiber Network, LLC, for the installation of broadband fiber optics throughout the County. And one (1) component of that agreement that they identified was an agreement needed from the County to actually work in the County right-of-way. Now they sent over a two (2), one (1) paragraph letter suggesting that that was sufficient for approval, we came up with this agreement instead. You'll notice of course the locations of the fiber optic work has, have already been identified by the...

Bobby Howard: (Inaudible) permit in our office to work in right-of-ways as well.

Todd Glass: There's a permit?

Bobby Howard: Yeah.

Todd Glass: I guess a permit wasn't sufficient for permission.

Bobby Howard: Well they haven't filed one (1), so...

Commissioner Saylor: They have not filed one (1)?

Bobby Howard: No, we have a permit to work in road right-of-way that all utility companies usually fill out with our department to give us some idea on placement of these cables and, cause we like to have a little more detail that what they show.

Todd Glass: Right.

Bobby Howard: On this.

Todd Glass: And they'll still have to comply with that. But to finalize the agreement with Economic Development, I think they wanted assurance from the County Commissioners that they would have the permission to do it. And the permitting would also more specifically identify the work as they're doing the work or as needed by phases or whatever. In fact, we're not even attaching the maps to the agreement to work in the right-of-way, because these maps probably are going to change. And I would think that the permitting process would be able to identify that moving target a little bit better through the permitting process. But I have drafted this agreement merely to state that the Commissioners are willing for Mainstream Fiber Networks, LLC to work in the County right-of-way for the installation of this broadband service, however we'll communicate to Herb and Larry and Mainstream that they still have a permitting process to complete.

Commissioner Saylor: And Bobby, with that permitting process, is that spell out you know, if they hit one (1) of our...?

Bobby Howard: Yeah, normally we'll put different regulations involved depending on case specific basis of what the requirements are going to be for those installs if they need to be below, so far below culverts and we, we have that in our road right-of-way permit package that we put together that we could also require a bond or not. So...

Commissioner Saylor: And what about, what about if they, you know, I know there's other utilities that have shot utilities through our lines and that kind of thing. How can, how long can we go back on them and fix that?

Bobby Howard: Well, if it goes through an actual line and we find it later on, we just have to prove that they did it and they have to fix it.

Commissioner Saylor: So, that's all that in that permitting process that they can be liable for that?

Bobby Howard: Yes. Yes.

Todd Glass: We have a clause in here, Mr. President, commits Mainstream to remove or relocate their improvements if determined by the County that that's necessary. And we also have written in here minimum liability insurance coverages in that we're to be endorsed as an additional insurer.

Commissioner Saylor: There's one (1) spelling that Commissioner Johnson pointed out, therefore.

Commissioner Weisheit: Right here.

Todd Glass: Thank you.

Commissioner Weisheit: I make a motion to approve the agreement to allow the installation of maintenance of fiber optic cable in County right-of-way.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. President.

(Mainstream Fiber Networks Agreement is located on Pages __ through __ of these Official Minutes)

LOW ASSOCIATES TAX SYSTEM AGREEMENT FOR AUDITOR AND TREASURER

Todd Glass: Two (2) other final items. I believe in our last meeting this Board approved a technical service agreement between LOW Associates of South Bend, Indiana, with the County for the provision of computer software, training, and hardware, services to the Auditor and Treasurer's Office. I was thinking that that was the one (1) contract that was needed, but apparently that was basically for the payroll end of it. I see BJ's here, if I am misstating anything, she can correct me, perhaps. But as it turned out, LOW and Associates indicated there were two (2) agreements and the second agreement that we have here, let's see if I can get it wrong, is...

Commissioner Johnson: (Inaudible) for the Treasurer?

Todd Glass: It's for the Treasurer and Auditor, but it's the other component to the same agreement. Not revenue and payroll but...?

Chief Deputy BJ Farrell: BJ Farrell, Chief Deputy in the Auditor's Office, one (1) agreement is for the financial and payroll system. One (1) agreement is for the tax system.

Todd Glass: Tax system, this is tax system. Last meeting, Mr. President, you approved and entered into the, or authorized the contract for the payroll and revenue side of it contingent upon the Council budgeting the purchase price. This is the same agreement with LOW but it's on the tax side of the software.

Chief Deputy BJ Farrell: That's correct.

Todd Glass: And they're just two (2) different components of the same agreement, we have the contract here for the tax side of their services and I would also recommend it's approval conditioned upon revenue being, purchase price being budgeted.

Chief Deputy BJ Farrell: And the Council does meet this Thursday to address that.

Commissioner Saylor: Alright.

Chief Deputy BJ Farrell: That's correct.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Motion.

Commissioner Weisheit: Second.

Todd Glass: Let me ask one (1) other question, you're too fast for me. One (1) think I'm going to do with Treasurer Beem and Auditor Stevens is, I had a couple very minor edits to this contract, just because it, one (1) liability section didn't make sense. I, hopefully LOW doesn't mind making this slight edit. It would be a good one (1).

Chief Deputy BJ Farrell: Okay.

Todd Glass: So, I'm going to suggest it, that Mr. President, if we can do it, do it conditioned upon maybe getting my recommended fixes accepted.

Commissioner Saylor: Okay, so I have a first and a second motion, and the motion comes with the Counselor's recommendations. So all in favor?

Commissioner Johnson: Aye.

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

Todd Glass: Thank you. I'll send that email out tomorrow.

Chief Deputy BJ Farrell: Okay.

Todd Glass: And copy you, BJ, and see if we can get that edit made. Both contracts will be presented to the Board for signature after Thursday.

Chief Deputy BJ Farrell: Thank you.

Commissioner Saylor: And that's all subject to County Council's…?

Chief Deputy BJ Farrell: Funding.

Commissioner Saylor: Right, right.

Todd Glass: After the funding request has been approved. So, thank you, BJ.

Chief Deputy BJ Farrell: You're welcome.

(LOW Associates Contract, Tax Systems, is located on Pages 19 through 25 of these Official Minutes)

UNDER HEALTH REIMBURSEMENT FOR EMPLOYEE EXPENSES NOT COVERED UNDER INSURANCE COVERAGE

Todd Glass: And I have one (1) other item before we get to County Auditor and that is something that just came up on the agenda, Mr. President. I think you, this morning, or late last week, but you have a recommendation from Dave Waltz on the appeal of an employee for reimbursement of employee expenses not otherwise covered by the Health Insurance Coverage. Those are reimbursements of the employee and his daughter for testing and costs. And Mr. Waltz recommends by motion and second and vote you approve or deny that reimbursement request.

Commissioner Weisheit: Make a motion to approve that.

Commissioner Saylor: Do I have a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

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

Commissioner Saylor: Okay. Thank you, Counsel.

COUNTY AUDITOR NON-CERTIFIED CLAIMS

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

Chief Deputy BJ Farrell: Thank you, again, BJ Farrell, Chief Deputy in the Auditor's Office. Today we have before you some Non-Certified Claims, Commissioners, that total eight hundred and forty-seven dollars and thirty-eight cents ($847.38). Fifth Third Bank, some people from Newburgh Police Department, and something from the Clerk Election Department. We currently don't have policy or Ordinance to pay these Claims or certify them, so it would be up to you to guide us.

Commissioner Weisheit: I make a motion to pay the Non-Certified Claims of eight-forty-seven-thirty-eight ($847.38).

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).

Chief Deputy Chief Deputy BJ Farrell: Okay.

(Non-Certified Claims are located on Page 25 of these Official Minutes)

CERTIFIED CLAIMS

Chief Deputy BJ Farrell: And then we have Certified Claims, and I have new glasses, trying to make these contacts work, so I apologize. Five million two hundred eighty-five thousand sixty-three dollars and forty-nine cents ($5,285,063.49).

Commissioner Weisheit: Motion to pay the Claims.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Certified Claims are located on Pages 26 through 27 of these Official Minutes)

TAX DISBURSEMENT UPDATE

Chief Deputy BJ Farrell: And if I could just let you know, we are excited that tomorrow we'll be disbursing twenty-seven million dollars ($27,000,000.00), and that is the settlement to all the taxing units, and that is a week earlier than we were able to do at this time last year. Last year was the third week of June, this year is the second week. So, we appreciate the Treasurer getting collections certified and the Auditor's staff for doing their due diligence. So tomorrow we'll be sending out a bunch of money to the taxing units, which I'm sure can use it.

Commissioner Weisheit: That sounds good, thank you.

Commissioner Saylor: Okay.

Chief Deputy BJ Farrell: I'll leave these with Kristine for your signature.

Commissioner Saylor: Thank you, BJ.

COUNTY ENGINEER/HIGHWAY
BELL ROAD SUPPLEMENTAL 3
ROAD DETENTION STUDY

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

Bobby Howard: Yeah, I have one (1) item and that is, we wanted to look at a Detention Study for Bell Road Project, which is a Federal Aid Project due to the development in the area. And we do have some vacant property nearby. The thought is we could look and see the potential for a detention pond in that area. And the cost to do that study is thirteen thousand eight hundred dollars ($13,800.00). And basically it'd be a supplemental agreement to our original contract on that job. And I'd recommend, the funding is there on the Bell Road job. So, I just recommend we proceed and do our due diligence to see if we can, the potential of this for a potential basin in this area to help with any future concerns.

Commissioner Saylor: So, would they look at the location of that detention, retention pond?

Bobby Howard: Yeah, they'll look at the location. They'll do some subsurface soil boring to see if the soils even support that type of basin in the area. And then we'll look at some water sheds and they've put together a scope for the project.

Commissioner Weisheit: It's for a pretty reasonable fee for that, so I'm in favor of it. I'd make a motion to approve.

Commissioner Saylor: And a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: (Inaudible).

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

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

Commissioner Saylor: Okay.

(Bell Road Supplemental 3, Road Detention Study, is located on Pages 27 through 28 of these Official Minutes)

COUNTY HEALTH DEPARTMENT
SUBSCRIBER AGREEMENT WITH MITCHELL & MCCORMICK DBA HARRIS PUBLIC HEALTH SOLUTIONS

Aaron Franz: Hello. Aaron Franz, Warrick County Health Department. I submitted a copy of an agreement with Mitchell & McCormick to you guys a couple of weeks ago. What, what it is, is it allows us to bill for Medicaid, which we haven't been able to do before. But we submitted for a grant in the State of Indiana and we were approved for that grant. The grant will be finalized by July 1st and this will allow us to contract with, through, through Mitchell & McCormick or Harris to have contracts with the Medicaid Offices and also then to be able to bill Medicaid. So, whenever kids come in, we'll be able to have Medicaid, we'll be able to offer that service to them, which we haven't been able to do to this point. And so this is all...

Commissioner Saylor: So, you've not been able to offer services or just not bill?

Aaron Franz: For Medicaid billing. We can't do that.

Commissioner Saylor: Okay.

Aaron Franz: So, and like I said, it's already funded through the State Department of Health, through a grant, so all the contracts, and then once we get through that then this will actually fund itself from there on out.

Commissioner Saylor: So if we, Todd, have you looked at this agreement?

Todd Glass: Yeah, I, I'm sorry, Aaron, I didn't get with you. A couple easy questions, I think, on it.

Aaron Franz: Sure.

Todd Glass: It's a twenty-four (24) month term beginning July 1. It references later on about renewal options, but I can't find any reference, the ability to renew it. So, if we could ask and see what your renewal option is. I would imagine you would want to know that.

Aaron Franz: Yes.

Todd Glass: It does provide that we need to provide them our tax exemption certificate, which we want to do. I don't know why they wouldn't know that. And just would caution that if we'd ever have to cancel, we'd have to pay the term of it. So just be wary of that. But if you could help me get some written confirmation from them whether or not it's renewable or not, it would probably be good for you.

Aaron Franz: Okay.

Todd Glass: That's all.

Commissioner Saylor: So, do we want to, does this need to be approved now, Aaron, or do you want...?

Aaron Franz: If it could be, then I could get those things to Todd, or at least approve it on those things being met and then that way, once everything goes into effect July 1st, I can start distributing that money and begin to offer that service.

Commissioner Saylor: Okay, so do I have a motion for approval with the recommend, recommendations of Counsel?

Commissioner Weisheit: So moved.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Aaron Franz: Thank you, Gentlemen.

Commissioner Saylor: Thanks. Thanks, Aaron.

(Mitchell & McCormick Agreement is located on Pages __ through __ of these Official Minutes)

COUNTY PURCHASING

Commissioner Saylor: Next item on the agenda is our County Purchasing. Joe, he's, he's not here. So, I guess we won't have anything there.

COUNTY SHERIFF

Commissioner Saylor: Next item on the agenda is our County Sheriff. Sheriff? Sheriff, not...

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: Commissioner Weisheit?

Commissioner Weisheit: Nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: No, Sir.

Commissioner Saylor: Counselor?

Todd Glass: No.

Commissioner Saylor: Bobby, you have anything else?

Bobby Howard: Nothing else, thank you.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to adjourn.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:39 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

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2018-15

PLAN COMMISSION DOCKET # PC-R-18-04

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

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

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

That the boundaries of the M-2, as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate:

Part of the South Half of the Southwest Quarter of Section 17, Township 6 South, Range 8 West in Boon Township, Warrick County, Indiana being part of Parcel No. 9 of the property conveyed to Makon Corp. recorded in Deed File 2, Card 18453 in the office of the Recorder of Warrick County, Indiana and being more particularly described as follows:

Commencing at the Southeast corner of said Southwest Quarter; thence along the South line of said Half Quarter Section, North 88 degrees 42 minutes 33 seconds West 399.02 feet to the point of beginning, said point being a corner of Oak Grove Road conveyed to the Warrick County Board of Commissioners in Document No. 2018R-002194 in the office of the Recorder of Warrick County, Indiana; thence along the north line of said Oak Grove Road and continuing North 88 degrees 42 minutes 33 seconds West 707.97 feet to the point of curvature of a curve to the right, concave to the north, having a central angle of 05 degrees 44 minutes 50 seconds and a radius of 960.00 feet from which a chord bears North 85 degrees 50 minutes 08 seconds West 96.26 feet; thence along the arc of said curve 96.30 feet; thence North 82 degrees 57 minutes 43 seconds West 314.31 feet to a point on an extended easterly line of Roalin Road Parcelization #1 as recorded in Document No. 2011R-003988 in said office of the Recorder; thence along said extended line and said easterly line, North 01 degree 15 minutes 38 seconds East 793.27 feet to a corner of said Parcelization; thence continuing along the boundary of said Parcelization, North 37 degrees 48 minutes 42 seconds East 217.38 feet to a point on southerly line of Victoria Operations, LLC, recorded in Document No. 2010R-006341 in said office of the Recorder; thences along said southerly line, South 82 degree 10 minutes 34 seconds East 403.42 feet to a corner of said Victoria tract, said point being on the Southwesterly line of Roalin Road as dedicated on the plat of Roalin Road Industrial Park, recorded in Document No. 1999R-07099 in said office of the Recorder; thence along said Southwesterly line, South 52 degrees 11 minutes 00 seconds East 992.12 feet; thence continuing along said Southwesterly line, South 66 degrees 30 minutes 02 seconds East 191.38 feet; thence continuing along said Southwesterly line, South 54 degrees 22 minutes 50 seconds East 103.79 feet to a point on the East line of said Half Quarter Section; thence along said east line, South 01 degree 04 minutes 03 seconds West 9.00 feet to a point on the North line of said Oak Grove Road; thence along said North line, North 88 degrees 42 minutes 33 seconds West 50.33 feet to the point of curvature of a curve to the left, concave to the southeast having a central angle of 11 degrees 18 minutes 36 seconds and a radius of 540.00 feet from which a chord bears South 85 degrees 38 minutes 00 seconds West 106.42 feet; thence along the arc of said curve 106.09 feet; thence South 79 degrees 58 minutes 51 seconds West 55.43 feet to the point of curvature of a curve to the right, concave to the northwest having a central angle of 11 degrees 18 minutes 36 seconds and a radius of 960.00 feet from which a chord bears South 85 degrees 38 minutes 00 seconds West 189.19 feet; thence along the arc of said curve 189.50 feet to the point of beginning containing 18.27 acres.

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Which real estate is now zoned and classified as part of the M-2 District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall and the same is hereby rezoned and reclassified from said M-2 District to said PUD w/R-1 District.

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

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

ATTEST:
County Auditor
6/13/18
Date Approved

President
Member
Member
BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

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

Signature

Brat A. Sermersheim
Printed Name

This document prepared by Brat A. Sermersheim of Morley.

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WARRICK COUNTY COMMISSIONERS ORDINANCE # 2018-16

PLAN COMMISSION DOCKET # PC-R-18-05

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

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

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

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

A part of Block 1 and Lot 18 of John Bull Addition, as per plat thereof, recorded in Miscellaneous File 1, Card 306 in the Warrick County Recorder's Office, being a part of the Southeast Quarter of Section 29, Township 5 South, Range 8 West of the Second Principal Meridian, Boon Township, Warrick County, Indiana and more particularly described as follows:

Commencing at the Southwest corner of said Quarter-Section; thence along the West line thereof, North 00 degrees 35 minutes 24 seconds East a distance of 300.60 feet to a point on the North line of Lot 23 of said Addition; thence along the North line thereof, South 89 degrees 36 minutes 05 seconds East a distance of 102.56 feet to a point on the North line of Lot 22 of said Addition and said point being the Point of Beginning; thence North 00 degrees 31 minutes 21 seconds East a distance of 40.00 feet to the Southeast corner of Lot 6 of John Bull Subdivision, as per plat thereof, recorded in Plat Book 4, Page 439 & 440 in the Warrick County Recorder's Office; thence along the East line of Lot 6, 7, and 8 of said subdivision, North 00 degrees 31 minutes 21 seconds East a distance of 235.00 feet; thence South 88 degrees 33 minutes 05 seconds East a distance of 601.03 feet to a point on the East line of said Block 1; thence along said East line, South 01 degrees 07 minutes 29 seconds West a distance of 375.00 feet; thence North 88 00 degrees 32 minutes 40 seconds West a distance of 101.26 feet to the Northeast corner of said Lot 18; thence along the East line thereof, South 00 degrees 35 minutes 14 seconds West a distance of 215.46 feet to a point on the North line of a parcel described to the State of Indiana in Deed Document 1999R-000694 in the Warrick County Recorder's office; thence along said North line, North 88 degrees 32 minutes 32 seconds West a distance of 86.44 feet; thence continue along said North line, North 74 degrees 33 minutes 39 seconds West a distance of 63.52 feet to a point on the West line of said Lot 18; thence along said West line, North 00 degrees 31 minutes 00 seconds East a distance of 203.52 feet to the Northwest corner of said Lot 18; thence along the North line of Lot 19, 20, and 21 in said Addition, North 87 degrees 59 minutes 00 seconds West a distance of 300.00 feet to the Northeast corner of Lot 22 of said Addition thence along the North line thereof, North 89 degrees 36 minutes 05 seconds West a distance of 50.02 feet to the Point of Beginning, containing 4.50 acres, more or less.

Which real estate is now zoned and classified as part of the Agricultural District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said Agriculture District to said C-3 District.

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

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

President
Member
Member
Board of Commissioners
Warrick County, Indiana

ATTEST:
County Auditor

6/13/18
Date Approved

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

Signature-Chad A. Wagner
This document prepared by: Chad A. Wagner

Extension of Surety

FILED
MAY 2 5 2018
WARRICK COUNTY
AREA PLAN COMMISSION

May 25, 2018

Warrick County Board of Commissioners
C/o Sherri Rector
107 W. Locust
Boonville, IN 47601

RE: Mallard Lake Sidewalk Extension Ph.2

Gentlemen,

We are requesting that a one year extension be granted for the sidewalk construction for the above referenced project, with no reduction on the amount of the current Letter of Credit. Please contact me with any questions you may have.

Sincerely,

Jerry Aigner
812-305-3884

Cc: File

BOARD OF COMMISSIONERS:

President

Member

Member

ATTEST:

Auditor
Date: 6/12/18

COVERED BRIDGE CERTIFICATION
State Form 56491 (3-18)
Prescribed by Auditor of State, 2018
Approved by State Board of Accounts, 2018

Auditor of State
200 W Washington Rm 240, State House
Indianapolis, IN 46204
Telephone 317-232-3700
www.in.gov/aos

County Name ____WARRICK____

Number of covered bridges per IC 8-14-1-10 ____0____

We, the county commissioners of ____WARRICK____ County, hereby certify that the aforementioned is the true number of covered bridges in said county per IC 8-14-1-10 for calendar year____2018____.

Dated this ____11____ day of ____June____, ____2018____.

Dan Saylor
County Commissioner Name (*Print: First, Middle, Last*)

County Commissioner's Signature

Robert Johnson, Jr.
County Commissioner Name (*Print: First, Middle, Last*)

County Commissioner's Signature

Marlin Weisheit
County Commissioner Name (*Print: First, Middle, Last*)

County Commissioner's Signature

Deborah K Stevens
County Auditor Name (*Print: First, Middle, Last*)

County Auditor Signature

Due by June 30, _2018___

E-mail completed form to: localgovernment@auditor.in.gov

WARRICK COUNTY, INDIANA AND LUCE TOWNSHIP REGIONAL SEWER DISTRICT GIS DATA EXCHANGE AGREEMENT

THIS AGREEMENT for the exchange of certain described Geographical Information System Data (this "Agreement") is made and entered by and between Warrick County, Indiana, by and through the Board of Commissioners of Warrick County, Indiana ("Warrick County"), and the Luce Township Regional Sewer District, P.O. Box 353, Hatfield, IN 47617 ("Luce Township RSD"), hereinafter sometimes referred to as "Party" or "Parties."

WHEREAS, each of the Parties agree to exchange certain described Geographical Information System Data ("GIS Data"), more particularly described herein; and

WHEREAS, the exchange and sharing of GIS Data serves a public purpose in that it facilitates the development of geographic information systems for the mutual benefit of all of the Parties.

NOW, THEREFORE, the Parties agree to the following terms and conditions concerning the exchange of GIS Data:

1. **Description of GIS Data To Be Exchanged.** Each of the Parties shall provide access to and share its GIS Data with each other for internal use. The specific GIS data to be shared shall be mutually agreed upon by the Parties and included in an Appendix to this Agreement.

2. **Sensitive Information.** Should the Parties mutually agree to exchange GIS Data that is considered sensitive and not available to the general public, such sensitive GIS Data shall be identified as such, and the Parties shall take reasonable steps to ensure that sensitive GIS Data is protected from unauthorized use, disclosure, reproduction, or distribution to unauthorized persons or entities, subject, however, to such disclosure as may be required under applicable provisions of State open records laws.

3. **Cost of Data Exchange.** Both Parties acknowledge that any expense incurred by a Party in the sharing of the GIS Data in accordance with this Agreement shall be the responsibility of the Party sharing the GIS Data.

4. **Ownership Rights of GIS Data.** This Agreement shall not in any way change the ownership rights of the GIS Data being shared.

5. **Indemnification and Hold Harmless.** The Party using any GIS Data shared hereunder shall indemnify and hold harmless each other Party and their respective officers, employees, agents, and contractors from and against any and all claims, suits, and liabilities of any kind or character which result or arise from any act or omission arising from or connected with the use of such shared GIS Data in accordance with this Agreement.

6. **Accuracy of GIS Data Provided.** The Parties shall verify the GIS Data provided to the best of their ability, but acknowledge that none of the Parties make representations of any kind as to the accuracy, functioning, completeness, or usefulness of their own GIS Data and that none of the Parties guarantee the accuracy, functioning, completeness, or usefulness of any GIS Data furnished hereunder.

THE GIS DATA INCLUDED IN THIS AGREEMENT IS EXCHANGED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED WITH RESPECT TO THE GIS DATA PROVIDED UNDER THIS AGREEMENT.

7. **Independent Entities.** The relationship between the Parties is that of independent entities. No joint venture, franchise, partnership, employment agreement, or agency is created hereunder. Nothing herein shall be construed to grant to either Party the right or authority to create any obligation, expressed or implied, on behalf of the other Party.

8. **Restriction on Use, Sale, or Distribution of GIS Data.** The GIS Data exchanged under this Agreement shall not be used, sold, leased, transferred, loaned, given, or distributed, in whole or part, to any other entity without the express written permission of the Party that owns that particular GIS Data, subject, however, to such disclosure as may be required under applicable provisions of State open records laws.

9. **Errors in or Modification to the GIS Data.** Each Party agrees to use reasonable efforts to report errors, changes, modifications, or corrections in the GIS Data they have used, or they own, to the other Parties to this Agreement, as the case may be, within a reasonable period of time.

10. **Agreement Term and Renewal.** This Agreement shall be in full force and effect upon the signing of all of the Parties hereto and shall remain in effect through the end of the calendar year in which this Agreement is signed. This Agreement shall automatically renew for succeeding calendar year terms unless a Party delivers a written Notice of Intent to Not Renew to the other Parties at least sixty (60) days prior to the automatic renewal date of this Agreement.

11. **General Terms**

a. **Entire Agreement.** This Agreement represents the entire agreement between the Parties.

b. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

c. **Severability.** In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

d. **Amendments.** This Agreement may be amended or modified only by the mutual written agreement of all of the Parties to this Agreement.

e. **Assignment.** This Agreement may not be assigned by any party without the prior written consent of the other Parties.

f. **Authorization.** The Parties each warrant to the other Parties that the person signing this Agreement for and on behalf of the Party he or she purports to represent is authorized to do so and is empowered to bind that Party to this Agreement.

g. **Notices.** All notices, requests, demands, claims, and other communications hereunder will be in writing and shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, to the address of the intended recipient as set forth in this Agreement or as subsequently provided by either the Party as their current notification address.

Addresses and Contacts for Notification Purposes:

Contact:	Roger Emmons Administrator	Contact:	Don Phillips Superintendent
County:	Warrick County	Entity:	Luce Township RSD
Address:	107 W. Locust St., Suite 301	Address:	9523 W Old State Road 66
City/State/Zip:	Boonville, IN 47601	City/State/Zip:	Richland City, IN 47634
Email:	roger@warrickcounty.gov	Email:	dphillips.lrsd@gmail.com
Phone:	(812) 897-6120	Phone:	(812) 359-4234
Fax:	(812 897-6189	Fax:	

The remainder of this page was left blank intentionally.

IN WITNESS WHEREOF, each Party acknowledges that it has had the opportunity to fully review this Agreement and agrees to the terms included herein.

Warrick County, Indiana

Date: June 11, 2018

Dan Saylor, President

Robert H. Johnson, Vice President

Marlin Weisheit, Member

Luce Township RSD

Date:

Signature:

Name:

Title:

APPENDIX A
GIS DATA LAYERS

GIS Layer Source	Layer Description
Warrick County	Addresses
Warrick County	Roads, Highways
Warrick County	Parcels
Warrick County	Railroads
Warrick County	Water
Warrick County	Municipal Boundaries
Luce Township RSD	Service Area Boundaries
Luce Township RSD	Utility Easements (If and When Available)

5

ORDINANCE NO. 2018-14

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA AMENDING THE WARRICK COUNTY, IN CODE OF ORDINANCES SECTION 37.17 HIGHWAY DONATION FUND

WHEREAS, Indiana's Home Rule statute (Ind. Code § 36-1-3, *et seq.*) grants the Board of Commissioners of Warrick County the power to create, by ordinances, funds that are necessary to conduct the affairs of the County; and

WHEREAS, the Warrick County, IN Code of Ordinances Section 37.17 currently allows citizens and organizations the ability to support and maintain Warrick County highways; and

WHEREAS, the Board of Commissioners of Warrick County desires to amend Warrick County, IN Code of Ordinances Section 37.17;

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

The Code of Ordinances of Warrick County, Indiana, Section 37.17 is hereby amended to read as follows:

(A) The Board of Commissioners of Warrick County hereby establishes a non-reverting operating fund to be named the Warrick County Highway Donation Fund. Monetary donations made payable to the "Warrick County Highway Donation Fund" shall be deposited into said fund and the application of funds donated to the Warrick County Highway Donation Fund shall be according to the discretion of the Board of Commissioners of Warrick County.

(B) The Warrick County Highway Donation Fund shall be perpetual until terminated by enactment of a subsequent ordinance or amendment. In the event the Warrick County Highway Donation Fund is terminated for any reason, the disposition of the fund balance, if any, shall be determined in the discretion of the Board of Commissioners of Warrick County.

This Ordinance shall be effective upon passage.

1

Passed and adopted by the Warrick County Board of Commissioners this 11th day of June, 2018.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

2

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

Town of Newburgh
Ohio Township
Cross Reference: 2015R-007620

SEWER UTILITY EASEMENT
(PERMANENT)

This indenture witnesseth that, **Board of Commissioners of Warrick County, Indiana,** (hereinafter called "Grantor" whether one or more), in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and warrant to the **TOWN OF NEWBURGH, WARRICK COUNTY, INDIANA,** (hereinafter called "Grantee"), and its successors and assigns, a perpetual easement to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace and remove one or more sanitary sewer pipes and appurtenances over, on, across, under and through the land of the Grantor situated in Warrick County, State of Indiana.

The Easement is described on Exhibit "A" attached hereto and incorporated herein by reference.

A drawing of said easement is attached hereto, made a part hereof, and marked Exhibit "B" for identification.

The Grantee, may, without liability, cut, trim or remove any and all trees, underbrush, bushes, saplings and other similar growths now or hereafter growing upon or extending over the easement area insofar as may reasonably necessary to the exercise by the Grantee of any and all of the rights hereby granted.

The Grantor, including his successors and assigns, shall not cause any building, improvement, structure or other obstruction, whether of a permanent or temporary nature, to be constructed, placed or maintained upon any portion of the easement, except as may be approved in writing by Grantee in Grantee's sole and absolute discretion.

The Grantor reserves the use of the easement area to the extent not inconsistent with this grant of easement.

The Grantee, in the installation and use of the facility and appurtenances, under, upon, over and across said tract of land in which the easement is granted, shall restore the area disturbed by the work.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee and its successors and assigns.

This is a public utility easement and is therefore exempt from the sales disclosure requirement pursuant to IC 6-1.1-5.5-1 et seq.

IN WITNESS WHEREOF, The Grantor has executed this instrument this 11th day of June, 2018.

Board of Commissioners of Warrick County, Indiana

Dan Saylor
Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit
Marlin Weisheit, Member

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

Before me, the undersigned, a notary public in and for said County and State, this 11 day of June, 2018, personally appeared Dan Saylor, as President of the Board of Commissioners of Warrick County, Indiana who acknowledged the execution of the foregoing easement and who, having been duly sworn, stated the representations therein contained are true.

My Commission Expires:
03-17-2022

Warrick
County of Residence

Notary Public (Signature)

TODD T. GLASS
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

Before me, the undersigned, a notary public in and for said County and State, this 11th day of June, 2018, personally appeared Robert H. Johnson, Jr., as Vice President of the Board of Commissioners of Warrick County, Indiana who acknowledged the execution of the foregoing easement and who, having been duly sworn, stated the representations therein contained are true.

My Commission Expires:
03-17-2022

Warrick
County of Residence

Notary Public (Signature)

TODD T. GLASS
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

Before me, the undersigned, a notary public in and for said County and State, this 11 day of June, 2018, personally appeared Marlin Weisheit, as Member of the Board of Commissioners of Warrick County, Indiana who acknowledged the execution of the foregoing easement and who, having been duly sworn, stated the representations therein contained are true.

My Commission Expires:
03-17-2022

Warrick
County of Residence

Notary Public (Signature)

TODD T. GLASS
Printed Name

Tax Parcel Nos.: 87-12-14-300-189.000-019

THIS INSTRUMENT WAS PREPARED BY CHRISTOPHER C. WISCHER, STOLL KEENON OGDEN PLLC, ONE MAIN STREET, SUITE 201, EVANSVILLE, INDIANA 47708. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. _____ (signature) CHRISTOPHER C. WISCHER (printed name).

303505.443626/4749773.3

EXHIBIT "A"

BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA
TO TOWN OF NEWBURGH

LEGAL DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT

PERMANENT SANITARY SEWER EASEMENT DESCRIPTION

A part of Southeast Quarter of the Southwest Quarter of Section Fourteen (14), Township Six (6) South, Range Nine (9) West, in Warrick County, Indiana, being part of the Grantor's land, in the office of the Recorder of Warrick County, Indiana and more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter of the Southwest Quarter of Section (14), Township Six (6) South, Range (9) West, and running thence East along said South line of said Quarter Quarter Section 165.00 feet, thence North along the east property line of said property a distance of 35.00 feet to a point on the proposed South right-of-way line of Oak Grove Road [per Indiana Department of Transportation (INDOT) Road Plan Project Number 0500641 (Contract No. R-36005) for reconstruction of Oak Grove Road from 0.25 miles east of Bell Road to 200 feet west of S.R. 261, in sections 14,15,22 and 23: T6S, R9W in Ohio Township, Warrick County Indiana], taken to be the Point of Beginning; thence North 89 degrees 53 minutes 21 seconds West a distance of 23.46 feet along said proposed south right-of-way; thence North 65 degrees 20 minutes 59 seconds West a distance of 29.02 feet along said proposed south right-of-way; thence South 89 degrees 53 minutes 21 seconds East a distance of 49.60 feet to a point on the east line of said property; thence South 00 degrees 47 minutes 31 seconds West a distance of 12.00 feet along said east line to the Point of Beginning.

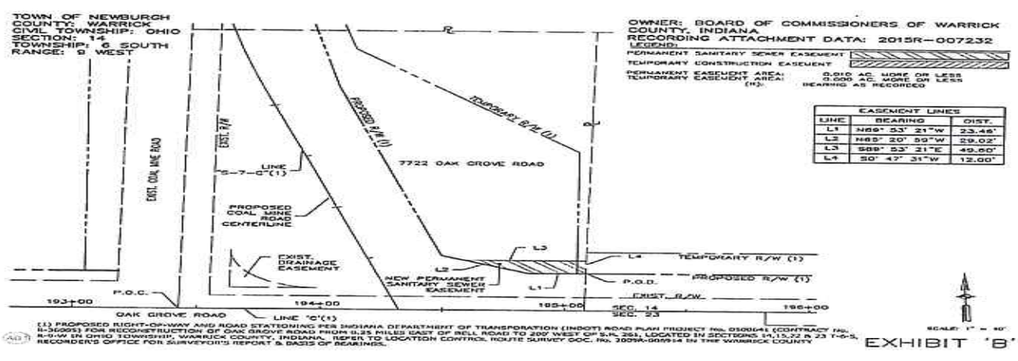
Shown on the attached drawing Exhibit "B" and contained within said parcel.

Subject to all legal highways and rights-of-way.

Said Permanent Sanitary Sewer Easement containing 0.010 acres, more or less.

RECORDING ATTACHMENT DATA: INSTRUMENT No. 2015R-007620

A01



(1) PROPOSED RIGHT-OF-WAY AND ROAD STATIONING PER INDIANA DEPARTMENT OF TRANSPORTATION (INDOT) ROAD PLAN PROJECT No. 0500641 (CONTRACT No. R-36005) FOR RECONSTRUCTION OF OAK GROVE ROAD FROM 0.25 MILES EAST OF BELL ROAD TO 200' WEST OF S.R. 261, LOCATED IN SECTIONS 14,15,22 & 23 T-6-S, R-9-W IN OHIO TOWNSHIP, WARRICK COUNTY, INDIANA. REFER TO LOCATION CONTROL ROUTE SURVEY DOC. No. 3009A-000914 IN THE WARRICK COUNTY RECORDER'S OFFICE FOR SURVEYOR'S REPORT & BASIS OF BEARINGS.

A01

TECHNICAL SERVICE AGREEMENT

This agreement is entered into by and between

Low Associates, Inc
210 N. Ironwood Drive.
South Bend, IN 46615
(Hereafter referred to as "Company")

And

The Board of Commissioners of the County of Warrick
Old Courthouse
107 West Locust Suite 301
Boonville, Indiana 47601
(Hereafter referred to as "Customer")

June 20, 2018

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GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

"Documentation" shall mean the user manual and other similar information about the features and use of the program products. Such documentation shall be provided, at Company's option, in either hard copy or in electronic form.

"Database Management Software" shall mean a third party software product that supports the program product in transaction processing application in a distributed environment.

"Database" shall mean a large collection of data organized especially for rapid search and retrieval by a computer.

"Designated Holiday" means each of the following days: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve and Christmas Day.

"Software Release" means the original of or a successor to a specified program product and which is generally offered and expressly designated by the Company in its sole discretion as a Version.

"Software Error/Defect" Software Error/Defects means any failure of the program product to perform correct calculations.

"Program Products" means Company authored proprietary application software used by the Customer.

II. COMPENSATION

In consideration of the performance of such services as set forth in this Agreement, the Company will receive fees in the amounts set forth in the schedules attached.

III. PAYMENT

Service shall be invoiced as specified on attached schedules. Customer agrees to pay the Company within thirty (30) days of an invoice.

IV. TERM OF SUPPORT AGREEMENT

The initial Agreement shall commence upon the acceptance and signature of Agreement by both the Company and Customer and shall expire on December 31st of the calendar year following the initial Agreement. This Agreement shall renew automatically for an additional term of twelve (12) months unless either party provides the other written notice of termination one hundred fifty (150) days prior to the expiration date of the initial term or any subsequent twelve-month term

V. AGREEMENT

This Agreement includes the schedules attached hereto and, by this reference, made an integral part hereof and constitute the complete and entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, oral or written, express or implied, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement. The attached schedules are subject to change annually. Proposed schedule changes will be submitted by June 1st for the subsequent Agreement term. The proposed schedule will include a reminder for the Customer to provide a written notice of termination prior to the expiration date per item IV above if the Customer does not accept the proposed schedule changes.

VI. SEVERABILITY/GOVERNING LAW

If any provision of this Agreement is declared invalid or unenforceable, such invalidity or unenforceability will not affect the balance of this Agreement, but the balance of this Agreement will be construed as if not containing the provision, and the rights and obligation of the parties will be construed and enforced accordingly, provided that same is not of a material nature and does not substantially affect the work or the cost associated. This Agreement will be interpreted under the laws of the State of Indiana.

VII. DEFAULT

The Company may declare this Agreement in default (a) if the company has not received any payments due hereunder within thirty (30) days after their due date, or (b) the Customer fails to fulfill its obligation or violates any other term of this Agreement and fails to correct such violation within thirty (30) days after written notice from the Company, or (c) the Customer violates the terms of any license or agreement for the software provided under this Agreement. Company may pursue any alternative or additional and cumulative remedies provided by law, and may assess against customer all costs and attorney fees incurred in enforcing its right herein, to the extent permitted by law.

The Customer may declare this Agreement in default if (a) the Company fails to install the program in a timely manner, (b) the software program does not perform as represented, (c) the company does not attempt to correct program defects per Section XVIII "Company Responsibilities" within 30 days of being notified of any defects. Customer may pursue any and all remedies for damages resulting from Company's uncured default, including payment of Customer's attorney's fees and other costs of litigation.

VIII. LIFE EXPECTANCY
Customer understands, acknowledges and agrees that the technology upon which computer equipment and software is built, changes very rapidly. Company makes no representations that the software products identified in the Agreement will be functional for the Customer indefinitely. Future resources may be necessary which include, but are not limited to, additional disk storage and memory, as well as workstations/servers and third party software upgrades. The product provided the Customer hereunder will continue to be functional throughout the term of the then current agreement.

IX. AMENDMENT
This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except in writing signed by both parties.

X. INDEPENDENT CONTRACTOR
The relationship of the Company to the Customer will be that of an independent contractor, and no principal-agent or employee relationship is created by this Agreement.

XI. LIABILITY
Company shall not be liable for:

Damages for any delay or failure by Company to perform its obligations under this Agreement due to any cause beyond its reasonable control.

Company shall not be liable for any loss, damage or claim resulting from any of the products or services provided, except for loss or damage caused by the negligence of Company.

Notwithstanding any other provision of this Agreement, Company's liabilities under this Agreement, whether under contract law, tort law or otherwise shall in no event exceed Company's insurance coverage.

To the extent that a claim is not within Company's insurance coverage, Company's liability shall in no event exceed the amount actually received by the Company.

The Company shall carry automobile, comprehensive liability and worker's compensation insurance in the amounts as follows:

Type	Coverage	Amount of Insurance
General Liability	Each	1,000,000
	Aggregate	2,000,000
Automobile Liability	Each Accident	1,000,000
Workers Compensation	Employers Liability	100,000/500,000/100,000

Upon request by Customer, Company shall provide Customer with a certificate of insurance and a copy of the endorsement provided by the carrier properly evidencing and confirming that Customer is an additional insured for primary, non-contributory coverage, with waiver of all rights of subrogation on Company's General Liability, automobile liability and excess liability policies, with agreement to place Customer on notice of any change in coverage.

XII. WAIVER
No failure by either party hereto to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstance giving rise to such right.

XIII. REPRESENTATIONS OF CUSTOMER
The Customer is authorized to enter into and to carry out its obligations under this Agreement. This Agreement has been authorized, executed and delivered by the Customer in accordance with all applicable laws, rules, ordinances and regulations. This Agreement is valid, legal, binding and enforceable in accordance with its terms. The person signing this Agreement has the authority to do so, and is acting with the full authorization of the Customer's governing body.

XIV. REPRESENTATIONS OF COMPANY
The Company is authorized to enter into and to carry out its obligations under this Agreement. This Agreement has been authorized, executed and delivered by the Company in accordance with all applicable laws, rules, ordinances and regulations. This Agreement is valid, legal, binding and enforceable in accordance with its terms. The person signing this Agreement has the authority to do so, and is acting with the full authorization of the Company's governing body.

XV. NON-SOLICITATION CUSTOMER
For the duration of this Agreement and for the period of two (2) years following termination hereof, Customer shall not directly or indirectly recruit or attempt to recruit any employee or agent of Company or otherwise initiate any offer or promise of employment with any employee or agent of Company without the prior written consent of Company. If permission is granted by Company to Customer and an employee or agent of Company is employed by Customer any time prior to the termination of this Agreement or the two (2) year period thereafter, then Customer shall pay a fee to Company in the amount of two (2) times the annual salary of such employee or agent for the period in which such employee or agent is employed by Customer.

XVI. NON-SOLICITATION COMPANY
For the duration of this Agreement and for the period of two (2) years following termination hereof, Company shall not directly or indirectly recruit or attempt to recruit any employee or agent of Customer or otherwise initiate any offer or promise of employment with any employee or agent of Customer without the prior written consent of Customer. If permission is granted by Customer to Company and an employee or agent of Customer is employed by Company any time prior to the termination of this Agreement or the two (2) year period thereafter, then Company shall pay a fee to Customer in the amount of two (2) times the annual salary of such employee or agent for the period in which such employee or agent is employed by Company. Company has Employee Agreement prohibiting such activities without prior written consent.

XVII. CUSTOMER RESPONSIBILITIES
Customer shall provide the Company a conversion file and required layout from the current software vendor unless other conversion arrangements have been agreed upon by both Customer and Company.

Customer shall provide the Company with access to Customer's facilities and use of Customer's office space, office equipment, computers and other

equipment or records that may be required to perform the tasks described herein, including access after normal working hours and on weekends if required. The Customer shall provide the necessary personnel to maintain security of the facility, as deemed appropriate by the Customer.

Customer shall create and maintain timely, accurate and readable electronic backups of all data, program and system files. Company shall not be responsible for data lost due to Customer's failure to maintain proper backups. Company shall not be responsible for data, which cannot be retrieved due to damage or faulty backup media or other circumstance beyond reasonable control.

Customer shall provide and maintain an outside connection to facilitate remote support services. This connection shall be installed prior to equipment/software installation.

XVIII. **COMPANY RESPONSIBILITIES**
Company shall provide support services for the licensed software identified on Schedule hereto. Such services shall include troubleshooting, technical analysis, problem diagnosis and procedural assistance. Company shall provide all such services via telephone or on-site contact with Customer and/or remote access into customer's computer system.

Company shall be responsible for using due diligence to attempt to promptly correct or cure any verifiable and reproducible defect in a software program by issuing corrected instructions, a restriction, a bypass or procedural work around or a new release. Company shall not be responsible for correcting any Defect in any version of the program product other than the most recent version/release of the program product.

Company shall issue a new release of the program products from time to time to its contracted support customers. Such releases may include functionality enhancements, error corrections and modifications required by legislation and/or administrative rule.

The Company shall maintain a trained staff capable of rendering the services set forth herein and will perform its services under this Agreement in a professional manner consistent with standard industry practices.

The Company will safeguard any materials, equipment and information provided by the Customer including 3rd party software products, during the term of this Agreement in a manner prescribed by the Customer. In lieu of specific guidance from the Customer, the Company will comply with

applicable state laws, rules, ordinances and regulations to prevent unauthorized disclosure of Customer information.

XIX. **INTERNET ACCESS**
Company shall not be liable except for loss or damage caused by the negligence or intentional acts of the Company its employee's agents and representatives. Customer hereby assumes the risk of and shall indemnify and hold harmless the Company from and against any claim, loss, damage or expense, incurred, made or suffered by Customer in connection with Customer's use of the Internet, including, but not limited to, any occurrences of (a) unauthorized access by any party (hacking) into any of Customer's equipment, software or databases and (b) computer viruses downloaded to or found to exist on Customer's equipment, software or databases, unless it can be proven that the aforementioned risk/harm was directly caused by non-compliance with Customer prescribed safeguards.

In the event Customer experiences problems associated with or caused by instances of hacking and/or computer viruses and requests Company's technical assistance, Company shall provide such assistance at its standard rates, plus travel expenses, except as covered by technical agreements already in place. No costs shall be incurred by the Customer in the event that the Company is responsible (Reference previous Section XVIII Paragraphs to determine responsibility definitions).

XX. **GENERAL**
Customer shall maintain a telephone support line to report problems to support staff associated with the covered products listed on Attached Schedules. Telephone support is not intended to serve as a training facility.

Service coverage is 7:30 a.m. to 4:30 p.m. South Bend time, Monday through Friday, excluding Designated Holidays (Outlined in the General Terms and Conditions section). Special Support if necessary can be scheduled. Emergency or unscheduled support (All support NOT Monday through Friday between 7:30am and 4:30pm South Bend Indiana time or NOT previously scheduled could be considered Emergency/Unscheduled support) will be billed at the then current Level I Technical Services/Support Agreement rate plus expenses with a four (4) hour minimum.

The Company shall activate an escalation plan to involve the necessary technical resources in the event of extraordinary circumstances. In certain

situations a problem may require special effort to return the system, to normal operation, i.e., reloading of system and/or application software, restoration of data files, etc. In such cases it may be necessary to secure the onsite services of a Company technician. These services will be provided per the Technical Service/Support Agreement Schedule attached. Expenses incurred by the company to resolve software error/defects in the program product will be paid for by the Company.

Company shall have no responsibility or liability with respect to any problems associated in any way with Customer's installation and/or use of any equipment, system or application software purchased by Customer from another vendor. Customer acknowledges that its use of such products may adversely affect the operation of those products supplied by Company. In such event Company will provide it best efforts to identify and if practical to resolve the problem. These services will be provided per the Technical Service/Support Agreement attached.

APPLICATION SOFTWARE

I. **DELIVERABLES**
During the term of Agreement the Company does hereby grant and Customer accepts personal, nontransferable and nonexclusive perpetual right and license to use the application software identified on the attached Schedule.

II. **OWNERSHIP/CONFIDENTIALITY**
Customer acknowledges that the program products, including all underlying intellectual property rights, are and shall remain the exclusive property of Company and that Company holds the copyright interests therein, the program products being treated as unpublished works. Customer further acknowledges that the program products incorporate trade secrets and confidential information of Company, and Customer shall hold the trade secrets and confidential information in trust and shall not disclose, publish, release, transfer or otherwise make available any program products, in any form, to any person other than an employee of Customer or Company without the prior written consent of Company, except during the period any such person is on Customer's premises for purposes specifically related to Customer's use of the program products. Customer shall take all reasonable steps to insure that its employees comply with the terms of the provision. Customer shall not allow the Company's program products to enter the public domain.

The program products shall be used only for the processing of Customer's own transactions and maintaining its own records. Customer shall not: (a) permit any third party to use the program products or the related documentation without prior written consent of Company, or (b) permit access thereto except by its employees, individuals hired by county, and/or associated government agencies as required to carry out duties the ordinary and normal course of business.

Customer shall have the right to copy the program products for backup and archival purposes only. Customer shall not remove any copyright, trademark, proprietary legends, or legal or warning notices included on or embedded in any program products. All copies made by Customer shall be the property of Company.

III. **DATABASE MANAGEMENT SOFTWARE**
Customer will purchase the third party's Database Management Software that the program product uses and will abide by agreement contract of the third party's Database Management Software.

IV. **INTELLECTUAL PROPERTY INDEMNITY**
Company agrees to indemnify and defend Customer from any and all suits, judgments, damages, claims, demands, actions, causes of action, proceedings, expenses or liabilities of any nature, which are threatened or brought against or are incurred by Customer arising from a claim that the licensed application program product constitutes an infringement of any United States patent or copyright, or is a trade secret of another, provided, however, that Company is notified thereof promptly in writing. Company shall have the sole control of the defense of any such suit, proceeding or action. Company, in its sole discretion, shall have the right to settle any suit, proceeding or action, except such settlement may not adversely impact the customer, unless the customer consents to the settlement.

If the use of any element of a program product is enjoined or prohibited or threatened to be enjoined or prohibited as a result of any such claim, suit, action, proceeding or settlement, Company shall have the right to (a) procure for Customer the right to continue to use said element; (b) replace said element with a comparable element which is non-infringing or is not such a trade secret; (c) modify said element so it becomes non-infringing or no longer is such a trade secret; or (d) terminate the license for said element and credit Customer the amounts Customer has paid to Company for said program product. If this element makes the Company in violation per the warranty the company could be in default.

V. **TERMINATION**
Within thirty (30) days after the termination or cancellation for any reason of the license(s) granted hereunder, Customer shall certify, in writing, to Company that it has destroyed all electronic and/or archival copies of the program products. With written authorization from the Company the Customer shall be permitted for a reasonable period thereafter to retain one copy of certain materials for record or conversion purposes.

If Company has ceased its ongoing business operations and is not providing the services per this contract regarding the sale or support of "Company authored proprietary application software"; Company will provide the source code to Customer specifically for the purpose of converting software/data.

The source code is being held in escrow by Sopko, Nusbaum, Inabnit, and Kaczmarek, 210 South Michigan Street, Plaza Building – 5th Floor, South Bend, Indiana 46624

This Agreement shall be binding upon the successors and assigns of the parties, provided, however, that no assignment shall be made by either party without the prior consent of the other. Any attempt by either party to assign this Agreement or any of the right or duties hereunder contrary to the foregoing provision shall be void.

Notice permitted or required under this Agreement shall be deemed acceptable when mailed by certified mail, postage prepaid, or when dispatched by facsimile, telex, or cablegram (and followed by a written confirmation mailed by certified mail, postage prepaid, within twenty-four hours after such dispatch).

VI. **LOW SOFTWARE LICENSE AGREEMENT**
IMPORTANT: By loading and using this software, you agree to all of the terms of this Agreement. Do not load this software until you have carefully read and agreed to the following terms and conditions. If you do not agree to the terms of this Agreement, do not install or use this software.

LICENSE: Company grants Customer the following non-exclusive, non-transferable, royalty-free, copyright license subject to the terms of this Agreement. Company grants you the right to copy the software and materials ("Materials") onto a computer for your use. You will not use copies in excess of your purchase agreement, and further, you will not copy, modify, see or transfer any part of the materials except as provided in this Agreement. You will not reverse engineer, recompile, or disassemble the software.

OWNERSHIP AND COPYRIGHT OF MATERIAL: Title to the Materials and all copies thereof remains with Company or its suppliers. The Materials are copyrighted and are protected by United States copyright laws and international treaty provisions. You will not remove the copyright notice from the Materials. Except as expressly provided herein, Company does not grant any express or implied right to you under Company patents, copyrights, trademarks, or trade secret information.

LIMITATION OF LIABILITY: EXCEPT AS SET FORTH ABOVE IN THIS AGREEMENT , THE MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS BE LIABLE FOR DAMAGES, FOR LOSS OF PROFITS, BUSINESS INTERRUPTION,

LOSS OF INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE MATERIALS. THE SOFTWARE IS BEING LICENSED BY COMPANY TO CUSTOMER SO THAT CUSTOMER MAY RUN ITS PAYROLL AND FINANCIAL REPORTING.

Low Associates, Inc.

Low Associates, Inc.
210 N. Ironwood Drive.
South Bend, IN 46614

BY: Low Associates Inc.
NAME: Andrew Low
TITLE: VP Sales and Marketing
DATE: 06/19/2018

Customer

Warrick County
Old Courthouse 107 W Locust Ste 301
Boonville, IN 47601

NAME: Warrick County
TITLE: Commissioners
DATE: 06/19/2018

SCHEDULE A
Base Software License: Financial Accounting Suite

Terms of Agreement: **One time cost.**
(Base Software license requires an annual Maintenance/License Fee)

Base Software License	$109,604
Doculivery Online Pay Stubs (setup)	$ 3,000
Early Commitment and Multi-Project Discount	($40,000)
Software Total	**$ 72,604**

Payment will be due 45 days after the billing date.

Financial Accounting Suite

General Ledger	Online Pay Stubs
Investment System	Funds Ledger
User Defined Query	Auto Signature Payroll
Payroll/Human Resources	Auto Signature Financial
Report Viewer	Third Party W2, 1099, ACA Processing
Budget Projection	Remote Connection Software
Positive Pay	Benefit Accruals

The Software proposed requires properly configured Network Hardware. For equipment requirements, see: www.llow.com.

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES: LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND ANY OTHER EMPLOYEE COSTS, DIRECT OR INDIRECT.

SCHEDULE B
Technical Service/Support Agreement Financial Suite

Terms of Agreement: May 15, 2018 through December 31, 2018.

Technical Services (Due after billing)	**$86,830**
Discounted (Payment within 45 Days)	**$22,680**
Technical Services (Due 45 day after billing)	**$64,150**

Technical Service/Support will be used for the following:

Technical Service/Support to be provided includes but is not limited to:
- Data Conversion (Payroll/Financial)
- Conversion of History as specified
- Training on Licensed Software and Related Software
- Staff Development and Retraining On Any Software As Requested
- Data Base Software
- Consulting and planning as required and requested by Authorized customer personnel.

Staff assigned as required.

Technical Services will be reviewed and a new fee established on an annual basis. The fee presented above is a first year fee which includes significant startup expenses (i.e. conversion, initial training on Windows applications, etc.). Year-end balances of annual Technical Services, will be carried forward.

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES: LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND ANY OTHER EMPLOYEE COSTS, DIRECT OR INDIRECT.

SCHEDULE C
Annual Maintenance/License Fee – Financial Accounting Suite

Terms of Agreement: January 1, 2019 through December 31, 2019
Services will be billed semi-annually.

Software Maintenance / License	**$29,992**
Discount for Early Payment	**$ 3,912**
Software Maintenance For Application	**$26,080**

The first year will be prorated and billing will begin the first month following installation. Annual discounted fee based on a bi-annual payments made within 45 days of billing (approximately January 31 and July 31). If you do not plan on paying within the 45 days pay the full amount.

Online Pay Stub Site Annual Maintenance (estimate) **$3,000**

Software Designed, Authored And Licensed By Low
All Low software products are subject to continued revisions

General Ledger	Remote Connection Software
Investment System	Funds Ledger
User Defined Query	Auto Signature Payroll
Payroll/Human Resources	Auto Signature Financial
Report Viewer	Third Party W2, 1099, ACA Processing
Budget Projection	

Optional Software not included can be added

License of Software above allows for a single installation except as noted.

Annual Maintenance Fee includes support questions regarding the application software via our software support phone number, or application software trouble-shooting and resolution via a modem. If appropriate, application software support may also be provided via the internet, mail, or email. The annual Maintenance Fee also includes software updates necessary to correct software defects or periodic software updates for enhancements to the application software provided by Low. All Low software products are subject to continued revisions. Any services not covered by the Annual Maintenance/License Fee can be provided through the use of the Technical Service/Support Agreement.

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES:
LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND ANY OTHER EMPLOYEE COSTS, DIRECT OR INDIRECT.

SIGNATURE PAGE

BOARD OF COMMISSIONERS OF THE COUNTY OF WARRICK "Customer"

Company and Customer, by signature below, acknowledge that they have read this Agreement, including the schedules, understand it, and agree to all its terms and conditions. This Agreement constitutes the entire Agreement, between the parties and supersedes all prior communications, proposals, or agreements relative to the hardware, software or services outlined herein.

Dan Saylor — Date 6/25/18
Marlin Weisheit — Date 6/25/18
Robert Johnson — Date 6/25/18

LOW ASSOCIATES INC. "Company"

Andrew Low, VP Sales and Marketing — Date

Warrick County Claims for Payment - NonCertified

Fifth Third Bank - Econ Dev **(Paid to avoid late fees)**	$ 243.60
Eric Mitchell - Prosecutor	$ 105.00
Alex Linberg - Prosecutor	$ 105.00
Jonathan Scully - Prosecutor	$ 105.00
Timothy Huber - Prosecutor	$ 105.00
Danian Gorley - Prosecutor	$ 105.00
Yesterdaze - Clerk / Election	$ 78.78
Grand Total:	**$ 847.38**

Dan Saylor, President
Bob Johnson, Vice President
Marlin Weisheit, Member
Debbie Stevens, Auditor

Warrick County Claims for Payment - Certified

ALL PETS EMERGENCY CLINIC	$	313.34
AT&T	$	804.31
CHANDLER POLICE DEPARTMENT	$	184.00
CLERK-TREASURER--BOONVILLE	$	123,145.93
CLERK-TREASURER--CHANDLER	$	22,961.32
CLERK-TREASURER--ELBERFELD	$	5,149.66
CLERK-TREASURER--LYNNVILLE	$	4,101.33
CLERK-TREASURER--NEWBURGH	$	28,350.50
CLERK-TREASURER--TENNYSON	$	1,496.41
DAVID WOOLEN	$	15.00
FIRST BANKCARD	$	2,309.72
GARY GARDNER	$	1,000.00
KELLER SHROEDER	$	3,634.00
MULZER CRUSHED STONE, INC.	$	980.91
OLD NATIONAL BANK - BONDS	$	500.00
RICK MARTIN	$	1,000.00
SPECTRUM	$	193.22
SPRINT	$	1,034.80
STOLL KEENON OGDEN PLLC	$	10,351.19
TRI-STATE FIRE PROTECTION INC.	$	625.00
VECTREN ENERGY DELIVERY	$	273.44
VERIZON WIRELESS	$	90.03
WABASH VALLEY SERVICE CO	$	15,262.93
WARRICK COUNTY TREASURER	$	684,856.85
AFLAC PREMIUM HOLDING	$	4,243.53
ALPHA LASER SERVICES	$	233.12
AMERICAN STRUCTUREPOINT INC	$	33,539.40
BB COMMUNITY LEASING SERVICES	$	22,873.00
CLARK DIETZ, INC.	$	37,611.65
CLERK-TREASURER--BOONVILLE	$	9,736.99
CLERK-TREASURER--CHANDLER	$	5,016.77
CLERK-TREASURER--ELBERFELD	$	1,137.20
CLERK-TREASURER--LYNNVILLE	$	1,433.42
CLERK-TREASURER--NEWBURGH	$	5,400.87
CLERK-TREASURER--TENNYSON	$	482.29
ENERGY SYSTEMS GROUP	$	1,458,814.30
EVER-CLEAN SERVICES, INC.	$	238.00
FIDLAR TECHNOLOGIES INC	$	629.28
FIFTH THIRD BANK	$	243.60
FIRST BANKCARD	$	906.23
FRONTIER	$	294.79
HEALTH RESOURCES INCORPORATED	$	8,592.48
HOOSIER BUSINESS MACHINES INC	$	196.23
MEDICAL BENEFITS ADMINISTRATORS, INC.	$	13,864.08
MELODY NELSON	$	66.00
MICHELE BUSING	$	382.83

MORRIE DOLL	$	100.00
MULZER CRUSHED STONE, INC.	$	2,907.78
MUTUAL OF OMAHA	$	7,670.39
PAT BROOKS	$	3.99
REISING, CONNOR	$	384.62
RICOH USA INC	$	46.16
SPENCER COUNTY CLERK	$	250.00
SPRINT	$	2,219.82
STAPLES	$	798.00
STEVEN A. SHERWOOD	$	65.00
TEAMSTERS LOCAL # 215	$	1,400.00
THE LANG COMPANY	$	23.44
TREASURER OF STATE-ACH	$	44,547.65
U.S. BANK	$	41.15
UNIFIRST CORPORATION	$	68.17
VECTREN ENERGY DELIVERY	$	18,603.43
VEI COMMUNICATIONS	$	73,753.60
WABASH VALLEY SERVICE CO	$	8,131.99
WAGNER, CHRIS	$	313.60
WARRICK CO. SOLID WASTE MGMT DISTRICT	$	15.00
WARRICK COUNTY TREASURER	$	101,532.39
WARRICK SOLID WASTE MGT DIST	$	2,264.09
WINSETT, ZACH	$	264.32
WOW! BUSINESS	$	107.44
ADVANCED DOCUMENT SOLUTIONS	$	32.48
ALPHA LASER SERVICES	$	6.89
ANTHONY LONG	$	2,968.75
BARNES AND THORNBURG	$	40,000.00
BJ FARRELL	$	301.20
BOONVILLE NATURAL GAS CORP.	$	598.13
BOONVILLE UTILITIES	$	5,952.18
BRETT M ROY	$	2,968.75
BRETT W KRUSE	$	518.96
CAROL RUFF	$	184.83
CLERK - WARRICK COUNTY SUPERIOR COURT	$	280.00
CLERK-TREASURER--BOONVILLE	$	147,619.17
CLERK-TREASURER--CHANDLER	$	22,864.25
CLERK-TREASURER--ELBERFELD	$	4,913.92
CLERK-TREASURER--LYNNVILLE	$	3,920.50
CLERK-TREASURER--NEWBURGH	$	34,280.75
CLERK-TREASURER--TENNYSON	$	1,400.33
TEAMSTERS LOCAL #215	$	3.00
DAVID HEAL	$	167.20
DAVID WOOLEN	$	150.00
DELTA PROPERTIES LLC	$	3,509.00
DIVISION OF CHILD SUPPORT	$	104.00
DORIS HORN	$	50.00
EMBRY'S ROOFING INC	$	3,600.00
FERGUSON, KELLY	$	101.20

FIDLAR TECHNOLOGIES INC	$	154.00
FIRST ADVANTAGE INSURANCE	$	809.00
FIRST BANKCARD	$	538.76
GORMAN, CHARLES T.	$	50.00
HI-TECH SHEET METAL, INC	$	28,409.56
INDIANA OFFICE OF COURT SERVICES	$	50.00
J. PARKER TRULOCK	$	150.00
JEFF WILLIS	$	50.00
JEFFREY L VALIANT	$	50.00
JSK ASSOCIATES INC	$	630.00
KELLER, PAUL	$	50.00
LAW OFFICE OF JONATHAN M YOUNG	$	75.00
MARK K. PHILLIPS, PC	$	2,968.75
MARTIN & MARTIN, INC.	$	5,937.50
MASH NETWORKS	$	999.95
MATTHEW BENDER & CO INC	$	242.51
MELODY NELSON	$	76.00
MIKE MOESNER	$	50.00
NEOPOST POSTAGE ON CALL	$	1,000.00
OFFICE DEPOT, INCORPORATED	$	50.34
OLD NATIONAL BANK - BONDS	$	650.00
PAT BROOKS	$	201.50
PEYTON, JEANNETTE	$	205.00
PHILLIPS, BRENNAN	$	2,968.75
PIKE GIBSON WATER, INC	$	16.70
REISING, CONNOR	$	769.24
RICOH USA INC	$	45.82
ROBIN GREENLEE (CDFC)	$	438.33
SHERRY SMITH	$	2,068.74
SIEGELS	$	11,175.00
STAHL, JEFFREY	$	50.00
STAPLES CREDIT PLAN	$	149.93
STEVE BYERS	$	50.00
STEVEN BYERS	$	50.00
STORAGE GUARDIAN	$	1,070.51
TERRY W. DAYVOLT	$	50.00
THE LANG COMPANY	$	117.74
THE TOWN OF NEWBURGH	$	500.00
THOMSON REUTERS	$	975.73
TOWN OF ELBERFELD	$	6,387.50
TREASURER OF STATE OF INDIANA	$	216.48
TREASURER OF STATE-ACH	$	1,430,035.42
TYLER TECHNOLOGIES, INC	$	10,630.00
UNIFIRST CORPORATION	$	89.32
VECTREN ENERGY DELIVERY	$	432.74
VERIZON WIRELESS	$	1,290.45
VERL WHITE	$	50.00
WABASH VALLEY SERVICE CO	$	2,490.48
WARREN MATHIES	$	2,068.74

WARRICK COUNTY RECORDER	$	753.00
WARRICK COUNTY TREASURER	$	607,893.43
WARRICK PUBLISHING CO	$	494.71
YESTERDAZE, INC.	$	155.70
AIGNER HARDWARE	$	122.66
AIRGAS USA, LLC	$	87.56
ALL AMERICAN LOCKSMITH & ALARM SERVICE	$	162.00
ALTSTADT'S	$	147.32
AMERICAN SCREENING CORPORATION	$	3,125.00
AMERICAN STAMP & MARKING PRODUCTS	$	41.49
B-HIVE PRINTING	$	48.90
BEST ONE TIRE & SERVICE	$	85.00
BOB BARKER COMPANY INC.	$	227.51
BOONVILLE LAWN AND GARDEN INC.	$	8,542.79
BRANDEIS MACHINERY & SUPPLY	$	285.45
CHANDLER STARTER & ALTERNATOR	$	100.00
CRS ONE SOURCE(DIAFDS)	$	2,456.74
CULLIGAN OF EVANSVILLE	$	438.75
DIAMOND MEDICAL SUPPLY	$	51.00
ENGINEERING INNOVATIONS	$	1,184.81
ERB EQUIPMENT COMPANY	$	5,050.00
EXPRESSWAY DODGE	$	117.30
FARM BOY FOOD SERVICE	$	3,413.95
FIDLAR TECHNOLOGIES INC	$	4,287.24
GEM CHEMICAL COMPANY, INC.	$	999.30
GRAINGER	$	74.56
HARSHAW TRANE SERVICE INC.	$	1,118.75
HERR'S BODY SHOP	$	3,456.40
HUTCH & SON INDUSTRIAL ELECTRONICS	$	7.33
HUTSON, INC.	$	53.10
INDIANA STATE CORONERS ASSOC	$	120.00
J & J SUPPLY, INC.	$	8,921.23
KENWAY DISTRIBUTORS INC	$	403.95
LAW CHEVROLET BUICK PONTIAC	$	147.92
LEWIS BROS BAKERIES, INC	$	127.40
MASH NETWORKS	$	19,755.68
MELCHIOR'S TRAILER SALES	$	2,570.00
MEUTH CONSTRUCTION	$	355.00
MEYER TRUCK EQUIPMENT	$	238.16
NMS LABS	$	131.00
OFFICE DEPOT, INCORPORATED	$	183.99
PIRANHA SHREDDING/RECYCLING INC.	$	90.00
PURDUE UNIVERSITY COLLECTIONS OFFICE	$	335.00
QUILL CORPORATION	$	238.66
ROYAL CROWN BOTTLING CO	$	589.00
SENTINEL OFFENDER SERVICES LLC	$	333.00
TRI-STATE LIGHTING & SUPPLY CO INC	$	172.04
ST VINCENT WARRICK EMS	$	1,000.14
STELLO PRODUCTS INCORPORATED	$	55.00
STERETT CRANE & RIGGING	$	4,974.38
SUBSCRIBER SERVICES	$	30.00
SUPERIOR AG RESOURCES	$	1,785.86
SW INDIANA REGYTH VILLAGE	$	15,780.00
TELE/DATA COMMUNICATIONS OF IN	$	732.57
TRI-STATE REPORTING, INC.	$	29.60
VISION GREEN	$	488.25
VOMAC TRUCK SALES	$	123.94
WABASH FOODSERVICE	$	3,633.99
WARRICK AUTOMOTIVE SUPPLY	$	799.35
WENTZEL ENGRAVING	$	100.00
Grand Total:	**$**	**5,285,063.49**

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, JUNE 11th, 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: $5,285,063.49 Dated this 11th day of JUNE, 2018.
Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

ClarkDietz
Engineering Quality of Life™

June 4, 2018

Bobby Howard, P.E.
County Highway Engineer
Warrick County
107 W. Locust Street
Suite 208
Boonville, IN 47601

Re: Detention Study, Bell Road Project from High Pointe to Telephone Road

Dear Mr. Howard:

Per your request, we have prepared a design proposal to study a potential detention pond at the northeast corner of Bell Road and Vann Road. Attached to this letter are the following documents:

- Attachment A - Supplement Number 3 to our Original Agreement
- Attachment B - Fee Estimate Spreadsheet

Our fee for the additional stream mitigation design services is summarized as follows:

Detention Study – Recommendation Memo w/ Feasibility Study Results	$13,800
TOTAL	$13,800

If you have any questions regarding our proposal or need additional information, please let me know.

Sincerely,

Clark Dietz, Inc.

Robert B. Iversen, P.E.
Project Manager
E-mail: rob.iversen@clarkdietz.com

cc: Kevin Hetrick

IN WITNESS WHEREOF, the parties hereto have made and executed this SUPPLEMENTAL AGREEMENT the day and year first mentioned above.

CONSULTANT
Clark Dietz, Inc.

Wes Christmas, P.E. Senior Vice President

ATTEST:

LOCAL PUBLIC AGENCY
Warrick County
Board of County Commissioners

Marlin Weisheit, President

Dan Saylor, Vice President

Robert Johnson, Member

1401384 Detention Study
Labor Hours
5/21/2018

Bell Road Improvements from High Pointe to Telephone
Warrick County, IN
Des. No. 1401384

ClarkDietz

Assumptions: Alternatives for storm water detention will be investigated.

A potential detention pond option will be explored at the northeast corner of Bell Road and Vann Road. Cost comparisions and feasibility will be determined.
Alternate 1: traditional storm design; will need two trunk lines south of Vann Rd.
Alternate 2: storm system with detention pond at the NE corner of Bell & Vann Roads.
A recommendation memo will be submitted to Warrick County for approval.

CATEGORIES OF WORK	Project Manager / Lead Designer	Project Engineer	Engineer	Senior Technician	Junior Engineer	
DETENTION STUDY						
Determine Purpose and Need	1					
Hydraulics Design for Detention		8	4			
Develop Alternatives & Comparison Analysis	2	6				
Preliminary Quantities and Cost Estimates for alternatives		2	4		2	
Selected preferred alternative and assemble feasability study	1	8	6			
QC/QA of Study Recommendation	1	2				
Update Memo based on QC/QA and County Review	1	2				30
TOTAL HOURS	6	28	14	0	2	
2016 Hourly Rate	$ 167.82	$ 133.11	$ 113.51	$ 111.65	$ 89.41	
Payroll Cost	$ 1,006.91	$ 3,727.05	$ 1,589.07	$ -	$ 178.81	$ 6,501.85
DIRECT EXPENSES		rate	unit	quantity	cost	$7,000.00
Mileage		$ 0.36	miles	0	$ -	
Per Diem for overnight		$ 25.00	day	0	$ -	
Geotechnical Investigation of Parcel					$7,000	
Lodging		$ 85.00	night	0	$ -	
Printing, postage, public information meeting materials					$ -	
		TOTAL DIRECT EXPENSES =			$ 7,000.00	
					Base Fee	$13,501.85
					Escalation	$325.09
					Total	$13,826.94
					USE =	$13,800.00

Salary Escalation from 2016 rates 2.5 percent

Year	% Complete	Annual Inflation
2016	0	$ -
2017	0	$ -
2018	100	$ 325.09
2019	0	$ -
	Total	$ 325.09

HARRIS

2. Authorization and Use. Mitchell & McCormick, Inc. grants to Customer a limited, nonexclusive and nontransferable license to use certain proprietary software Services. Except as otherwise set forth herein, Customer may access and use the Services for Customer's internal business use and for no other purpose. Access to Services requires minimum acceptable equipment and telecommunications capability. Unless otherwise stated by the nature of the Service, Services provided by Mitchell & McCormick, Inc. do not include equipment, peripherals, devices or connectivity between Customer and Mitchell & McCormick, Inc. for the transmission or receipt of Services by Customer. Customer is responsible at its expense to procure and obtain such necessary equipment and supplemental service, including, but not limited to, modems or other Internet access devices and appropriate telecommunications service. Specification for minimum acceptable equipment and approved hardware interface devices required for access to Services may be obtained from Mitchell & McCormick, Inc. upon request.

3. Customer Duties and Obligations. Customer agrees to use the Services provided by Mitchell & McCormick, Inc. hereunder only in accordance with this Agreement and applicable laws, regulations, and rulings, now or hereafter imposed. Mitchell & McCormick, Inc. reserves the right to take all actions, including termination of Services pursuant to this Agreement, which it believes to be necessary to comply with applicable laws, regulations, rulings and Mitchell & McCormick, Inc. specifications as described herein. Customer and its users may not use or access the Services in any way which, in Mitchell & McCormick, Inc.'s reasonable judgment, adversely affects the performance or function of the Services or interferes with the ability of other authorized parties to access the Services. Mitchell & McCormick, Inc. may suspend Customer and its users' access to and/or use of the Services, without credit, at any time if, in Mitchell & McCormick, Inc.'s sole discretion, the security or integrity of the Services is in danger of being compromised as a result of such access. Customer will retain all original and source documents according to federal and state laws and regulations, and shall provide all supporting documents to Mitchell & McCormick, Inc. as requested. Customer agrees that Mitchell & McCormick, Inc. has the right to audit and confirm information submitted, and Customer assumes all liability regarding said information. Customer agrees to consider and treat all information received through the Services as confidential. Customer is responsible for (a) identifying individuals or organizations that Customer wishes to have access to and are qualified to access Mitchell & McCormick, Inc. Services, including but not limited to dedication of individuals for the implementation and training process; (b) when necessary, creating and sending required test data that would include all payers and specialties; (c) providing necessary information, complete and return to Mitchell & McCormick, Inc. all forms reasonably required by Mitchell & McCormick, Inc. or Payers in a timely manner; (d) providing authorized signatures to Mitchell & McCormick, Inc. and to the payers as required by applicable law.

Further, Customer is responsible for identifying, designating and updating both the Executive Authority and Domain Administrator for Mitchell & McCormick, Inc. Services. A description of these designations is more fully defined in Section 22 of this Agreement. Mitchell & McCormick, Inc. will assign each entity or individual that you identify as a user of our Services, a password and you agree, for yourself and all such affiliated entities, not to reveal said password to any third party without our written consent. Customer agrees to notify Mitchell & McCormick, Inc. immediately and in writing of any known or suspected unauthorized use of Mitchell & McCormick, Inc. Services or suspected breach of security (including loss, theft, unauthorized password disclosure, etc.). Customer acknowledges that Mitchell & McCormick, Inc. may find it necessary to disable access to our website and any Service at any time if we have reason to believe that Customer or an affiliate has violated this Agreement or presents a security risk. Customer agrees to implement and enforce appropriate security measures to reduce the risk of unauthorized access to our Services.

4. Mitchell & McCormick, Inc. Duties and Obligations. We agree to supply and support the Services subscribed to by Customer in conformity with the terms of this Agreement. We shall provide you with information materials regarding initiation and use of our Internet-based and desktop Services and network. We will provide all reasonably required startup and maintenance services to you and entities affiliated with you in initiating use of the connections with our Services. Our Services include online education and testing, system implementation and mapping, as well as, troubleshooting services.

5. Confidential and Proprietary Information. All proprietary information disclosed by either Party to the other in connection with this negotiating and entering into this Agreement shall be deemed confidential by both Parties and protected from disclosure to others using reasonable security measures. Customer acknowledges and agrees that the Services disclosed or otherwise made available by Mitchell & McCormick, Inc. under this Agreement are proprietary and/or confidential to Mitchell & McCormick, Inc. and owned exclusively by Mitchell & McCormick, Inc., and that such information shall not be disclosed by Customer or used for any purpose not expressly permitted herein, except as required by law or with the prior written consent of Mitchell & McCormick, Inc. Such information includes, but is not limited to, user documentation provided to Customer hereunder, the terms and conditions of this Agreement and the pricing for Services. Additionally, Mitchell & McCormick, Inc.'s name, trademarks, trade names and logos are proprietary to Mitchell & McCormick, Inc. and may not be used without Mitchell & McCormick, Inc.'s prior written consent. Unauthorized transmission or release of such information may cause material adverse consequences to Mitchell & McCormick, Inc. Therefore, both Parties agree to immediately remedy any breach of this Section and waive any legal defenses the violator may have to immediate equitable actions required to restrict any unauthorized release. The offending Party will pay all reasonable costs/penalties associated with said unauthorized release of confidential information. Services or information provided pursuant to this Agreement may not be copied, reproduced, modified, reverse engineered, translated, decompiled, disassembled, emulated, sublicensed, rented, leased, conveyed, assigned or used in any way other than as specifically authorized in this Agreement except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation. Proprietary information shall not include information that (a) was known to either Party prior to the disclosure by the other; (b) is or becomes generally available to the public other than by breach of this Agreement; (c) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either Party; or (d) is independently developed by a Party.

6. HIPAA. Customer is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and any regulations issued thereunder ("HIPAA"), then solely with respect to any Protected Health Information (as defined in HIPAA) received from Customer under this Agreement, Mitchell & McCormick, Inc. shall as required by HIPAA or other applicable law (a) not use or disclose protected health information other than as permitted or required by this Agreement, any subsequent Business Associate Agreement, or by law, (b) use appropriate safeguards to prevent prohibited use or disclosure of such information, (c) report to Customer any unauthorized use or disclosure of such protected health information of which Mitchell & McCormick, Inc. becomes aware, (d) ensure that any agents to whom Mitchell & McCormick, Inc. provides protected health information agree to the same restrictions and conditions that apply to Mitchell & McCormick, Inc. with respect to such protected health information, (e) make available, amend, or provide an accounting of disclosures of protected health information, to individuals or the Secretary of the United States Department of Health and Human Services, and (f) make Mitchell & McCormick, Inc.'s internal practices, books and records relating to such disclosures available to the Secretary. Upon termination of this Agreement, Mitchell & McCormick, Inc. shall limit further uses of Customer's protected health information.

Mitchell & McCormick, Inc. shall be entitled to use and disclose information received from Customer or Customers' clients for the purpose of providing the Services, for the proper management and administration of Mitchell & McCormick, Inc.'s business, or pursuant to a valid order issued by a duly authorized court or government authority. Customer authorizes Mitchell & McCormick, Inc. to release or use de-identified data regarding Customer or Customers' clients derived from the use of Services under this Agreement, for consideration or otherwise.

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HARRIS

7. Privacy and Security. Mitchell & McCormick, Inc. maintains physical, electronic and procedural safeguards that are designed to meet industry standards in the healthcare claims processing and financial services industries to ensure security of and guard the information you entrust to us. Our privacy and security standards ("Standards") are designed and monitored in compliance with both HIPAA and The Gramm-Leach-Bliley Act, regulating the privacy and security of financial services information. Privacy and security safeguards are designed to protect against physical and personnel security threats as well as mechanical failures, disasters and sabotage.

Mitchell & McCormick, Inc. protects customer accounts by placing information in a secure area within our web portal, requiring the use of unique user IDs and password access to account information, allowing and enforcing user level access restrictions, using firewalls and other security technology to protect our network and systems from external attack, enabling our servers with Secure Sockets Layer (SSL) technology to prevent unauthorized parties from viewing the nonpublic personal information that you provide or access during a secure session (look for the padlock icon on your browser). Customer must use a browser that supports encryption technology in order to access our Services. Mitchell & McCormick, Inc. limits the information it acquires to that necessary or relevant to our business. Further, Mitchell & McCormick, Inc. employees (e.g. customer service, technical service and compliance personnel) have access to your nonpublic information only on a limited, "need-to-know" basis. We conduct regular internal audits of our business practices and procedures, examining confidentiality standards and information access to maintain best practices.

Customer acknowledges that account codes and passwords are critical elements to maintaining privacy and security and that Customer agrees to keep confidential and not to disclose to any third parties account codes or passwords issued to Customer by Mitchell & McCormick, Inc. Accordingly, Customer assumes full responsibility for selection and use of codes or passwords as may be permitted or required by the particular Service involved. Customer shall be responsible to ensure that each user granted an account code and/or password: (a) is fully aware of all of the obligations under this Agreement and acts in accordance with them; and (b) maintains the secrecy and security of account codes and passwords, and does not disclose them to any other Party or allow any other party to use them to access Services. Customer shall be responsible for any use or access to the Services by any person or entity accessing it through the use of a Customer account code and password, whether such access was authorized or not. The use of the account code and password assigned to any user shall be deemed to constitute the acts of such person, and Mitchell & McCormick, Inc. shall be entitled to rely upon the data input without any obligation to identify or otherwise verify any person who gains access to the Services by means of such account code or password. Customer acknowledges that transmission of confidential information outside of our secure website may not be secure. Email, instant messaging or other forms of communication should not contain confidential or personal information as these forms of communication cannot be assumed to be secure and private.

8. Pricing and Payment. All charges for the use of Services ("Charges") shall be billed to Customer monthly. Charges include monthly fees, license fees and transaction or usage fees as set forth herein. Transaction or usage fees shall be based on the amount of usage recorded by Mitchell & McCormick, Inc.'s computer system, and the pricing in effect at the time of Customer's use of such Services.

The prices for Services provided hereunder do not include sales, use, excise, value added, utility or similar taxes which may be applicable in the U.S. or at any other location. Consequently, in addition to the specified prices, the amount of any such present or further tax applicable to the provision of Services hereunder by Mitchell & McCormick, Inc. shall be paid by Customer, or Customer shall reimburse Mitchell & McCormick, Inc. for such taxes upon its receipt of billing therefore from Mitchell & McCormick, Inc., or in lieu thereof, Customer shall provide Mitchell & McCormick, Inc. with a tax exemption certificate acceptable to the taxing authorities. In addition, Customer acknowledges that Mitchell & McCormick, Inc. has no control over certain government-imposed fees and tariffs (e.g. postal increases or interchange fees) or if any change in the rules, regulations or operating procedures of any service supplier or any federal, state or local governmental agency or regulatory authority results in such cost increase. Any such increase shall become effective for customer on the same day as the increase becomes effective as to Mitchell & McCormick, Inc., or is otherwise incurred by Mitchell & McCormick, Inc.

All payments should be sent to Mitchell & McCormick, Inc. via US Mail or as otherwise agreed, to the address set forth on the invoice. Invoices are due upon receipt. Mitchell & McCormick, Inc. offers various automated payment options including ACH and recurring billing. You may choose an automated payment option by contacting Mitchell & McCormick, Inc.'s accounting department. Due to the high direct costs of some services, Mitchell & McCormick, Inc. restricts the use of purchasing cards, credit cards or debit cards to transactions totaling less than five thousand dollars ($5,000) in a given month. Charges in excess of this amount will be subject to a convenience fee of three percent (3%). Mitchell & McCormick, Inc. reserves the right to charge Customer a $50.00 reactivation fee for frequent late payments resulting in disruption or deactivation in Service. Late payments (after 60 days) will be subject to a late fee equal to one and one-half (1.5%) per month or at the maximum interest rate allowable under applicable law, whichever is lower, of the overdue amount, except amounts disputed by Customer in writing in good faith within ten (10) days following receipt of the invoice. If any undisputed amount of any invoice remains unpaid, Mitchell & McCormick, Inc. may (without terminating this Agreement and reserving cumulatively all other remedies and rights under this Agreement and at law) suspend further Services and licenses to access the Services under this Agreement without further notice to Customer. Mitchell & McCormick may raise rates once a calendar year upon giving Customer sixty (60) day written notice of the increase. Customer is responsible for all costs of collection including, but not limited to, collection agency fees and attorney fees.

9. Custom Development and Consulting. Mitchell & McCormick, Inc. will provide custom development and consulting services ("Special Services") on an "as requested" or "as required" basis to Customers. Any and all Special Services will be clearly communicated to Customer and approved in writing by both parties prior to undertaking. Fees for Special Services provided to Customer shall be billed to Customer upon the delivery thereof or as scheduled and mutually agreed upon at Mitchell & McCormick, Inc.'s then current rates (with the development or consulting being billable in fifteen (15) minute increments). Other fees payable by Customer shall include the reasonable costs of travel and related expenses to and from Customer site as required by such Special Services.

10. Term and Termination. The Date, initial Term of Agreement, and Renewal Options identified in Section II are agreed, unless thirty (30) day written notice of termination is provided by the terminating Party. This Agreement may be modified in writing as evidenced by an addendum signed by both parties. In the event of a delay in implementation of this Agreement of more than sixty (60) days, the initial term will begin on the date of the final "live" or "production" transaction transmitted by Mitchell & McCormick, Inc., such date evidenced on the Mitchell & McCormick, Inc. system. Termination of this Agreement shall not terminate Customer's obligation to pay Mitchell & McCormick, Inc. for all Services performed under the Agreement prior to discontinuance of performance by Mitchell & McCormick, Inc. due to termination. Either Party may terminate this Agreement if the other Party fails to perform or to comply with a material term or condition of this Agreement and if such failure is not cured within thirty (30) days after notice to the other Party specifying such failure and the Party's intention to terminate. In addition, Mitchell & McCormick, Inc. may suspend or terminate this Agreement (a) if Customer breaches Section 5, or (b) if Customer fails to comply with any obligation under Section 3.

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In the event that Customer becomes insolvent, is adjudicated bankrupt, files a voluntary petition in bankruptcy, has a receiver appointed for it, makes an assignment for the benefit of creditors, is subject to filing of an involuntary petition in bankruptcy which is not discharged within thirty (30) days after filing, or takes any action or is subject to any action equivalent to any of the foregoing then, to the extent permitted by law, Mitchell & McCormick, Inc. shall have the right, at its option at any time thereafter, to terminate this Agreement and its obligations hereunder by giving Customer written notice thereof.

In the event that Customer terminates this Agreement for reasons other than those set forth in this Section 10 of this Agreement, Customer shall pay to Mitchell & McCormick, Inc., as liquidated damages, a fee equal to fifty percent (50%) of the monthly fee and estimated transaction fees for one year or the remaining term of the Agreement, as extended, whichever is lower. Such payment shall be in addition and not in lieu of any other remedy of Mitchell & McCormick, Inc. under this Agreement.

11. Assignment. All terms and conditions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns, including without limitation, any successor to either Party resulting by reason of corporate merger, consolidation or reorganization or incorporation of a partnership. Notwithstanding the foregoing, any assignment of this Agreement by Customer shall be void without the prior written consent of Mitchell & McCormick, Inc. Mitchell & McCormick, Inc. shall have the right to assign this Agreement to a parent, affiliate, subsidiary, or successor in interest. The obligations of Mitchell & McCormick, Inc. under this Agreement may be provided or fulfilled by any subcontractor of Mitchell & McCormick, Inc. so long as Mitchell & McCormick, Inc. retains full responsibility for such obligations.

12. Warranties and Exclusive Remedies. Mitchell & McCormick, Inc. makes no warranty or representation concerning the adequacy, completeness, usefulness, or sufficiency of any Services or information or results thereof provided hereunder. Mitchell & McCormick, Inc. does not warrant that the functions contained in the Services and the applications thereof will meet Customer's requirements or that the Services will operate without interruption or be error free. The Services and any information provided hereunder and the results thereof are provided on an AS IS, AS AVAILABLE basis without any warranty of any type except that Mitchell & McCormick, Inc. will use reasonable efforts to correct any errors which are due solely to malfunction of Mitchell & McCormick, Inc.'s computers, operating systems or programs, or errors by Mitchell & McCormick, Inc.'s employees or agents. Correction shall be limited to rerunning of the job or jobs and/or recreating of data or program files. Mitchell & McCormick, Inc. shall not be responsible in any manner for (i) errors or failures of proprietary systems or programs other than those of Mitchell & McCormick, Inc.; (ii) errors or failures of Customer's software or operational systems; (iii) Customer's use of the Mitchell & McCormick, Inc. Services on a computer system that does not conform to Mitchell & McCormick, Inc.'s specifications; (iv) computer viruses imported into the Services from or through Customer's internal computer systems; (v) misuse of or damage to the Mitchell & McCormick, Inc. software; or (vi) Customer's failure to report to Mitchell & McCormick, Inc. the existence and nature of any non-conformity or defect of the Mitchell & McCormick, Inc. Services promptly upon discovery thereof. THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE, AND THERE ARE NO OTHER WARRANTIES OF ANY TYPE WITH RESPECT TO THE PRODUCTS AND SERVICES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR US FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Should there be any failure in performance by Mitchell & McCormick, Inc. or errors or omissions by Mitchell & McCormick, Inc. with respect to the information being transmitted (because of negligence or otherwise), Mitchell & McCormick, Inc.'s sole liability, and Customer's exclusive remedy, shall be limited to Mitchell & McCormick, Inc.'s use of commercially reasonable efforts to correct such failure in performance or errors or omissions.

13. Exclusions and Limitations of Liability. IN NO EVENT SHALL MITCHELL & MCCORMICK, INC. BE LIABLE TO CUSTOMER OR ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION CUSTOMER'S CLIENTS) FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS, ARISING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICES HEREUNDER, EVEN IF MITCHELL & MCCORMICK, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT MITCHELL & MCCORMICK, INC. WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY. DUE TO THE NATURE OF THE SERVICES BEING PERFORMED BY MITCHELL & MCCORMICK, INC., IT IS AGREED THAT IN NO EVENT WILL MITCHELL & MCCORMICK, INC. BE LIABLE FOR ANY CLAIM, LOSS, LIABILITY, CORRECTION, COST, DAMAGE, OR EXPENSE CAUSED BY MITCHELL & MCCORMICK, INC.'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER WHICH IS NOT REPORTED BY CUSTOMER WITHIN THIRTY (30) DAYS OF SUCH FAILURE TO PERFORM.

CUSTOMER ACKNOWLEDGES THAT, IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, INFORMATION SHALL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, AND OTHERS, ALL OF WHICH ARE BEYOND THE CONTROL AND JURISDICTION OF MITCHELL & MCCORMICK, INC. ACCORDINGLY, MITCHELL & MCCORMICK, INC. ASSUMES NO LIABILITY FOR OR RELATION TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT.

MITCHELL & MCCORMICK, INC. SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ACTIONS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DISPUTES CONCERNING PAYMENT OF CLAIMS, ELIGIBILITY STATUS OF A PATIENT, AUTHORIZATIONS FOR CREDIT, DEBIT OR CHECK TRANSACTIONS, PRE-AUTHORIZATION, PRE-CERTIFICATION, OR OTHER PAYER-SUBMITTED INFORMATION. INFORMATION SUBMITTED BY A PAYER THROUGH MITCHELL & MCCORMICK, INC. IS NO GUARANTEE OF PAYMENT AND DOES NOT CONSTITUTE A PROMISE TO PAY. ELIGIBILITY INFORMATION IS SUBJECT TO CHANGE, AND WAITING PERIODS MAY APPLY.

THE LIABILITY OF MITCHELL & MCCORMICK, INC. FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED HEREIN, INCLUDING BY WAY OF INDEMNIFICATION, SHALL, IN THE AGGREGATE, NOT EXCEED ONE (1) MONTH'S AVERAGE BILLING TO CUSTOMER FOR PRODUCTS AND SERVICES HEREUNDER TAKEN OVER THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OR INJURY ALLEGED TO HAVE OCCURRED, OR, IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE (12) MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT

14. Force Majeure. Mitchell & McCormick, Inc. shall not be liable to Customer by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of Mitchell & McCormick, Inc. or its subcontractors. Such causes may include, but are not limited to, unavailability of communications facilities, acts of God, acts of the public enemy,

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Customer's actions or failure to act, acts of civil or military authority, governmental priorities, fires, floods, strikes, unavailability of labor, materials, or energy sources, delay in transportation, riots or war.

15. Record Retention. If required by regulations now or hereafter issued by the Centers for Medicare & Medicaid Services (formerly known as the Health Care Financing Administration) pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 (Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. § 1395 (x)(v)(1)(I)], 42 C.F.R. §§420.300-420.304), as amended, and the regulations promulgated thereunder, the books and records of Mitchell & McCormick, Inc. necessary to certify the nature and extent of costs associated with Mitchell & McCormick, Inc.'s performance of services under this contract shall be maintained and preserved by Mitchell & McCormick, Inc. for such period of time as provided by law so as to be available for and subject to inspection and review by appropriate agencies of the United States. In addition, if and to the extent that Mitchell & McCormick, Inc. uses the services of a related organization to provide services hereunder, Mitchell & McCormick, Inc. will require such related organization to maintain, preserve and make available its books and records to the same extent that Mitchell & McCormick, Inc. is so required. In the event that this Agreement is not subject to the provisions of Section 952 or regulations promulgated hereunder, this section of the Agreement shall be null and void. The provisions of this Section shall survive the expiration or termination of this Agreement.

16. Independent Contractors. Mitchell & McCormick, Inc. and Customer are independent contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between Mitchell & McCormick, Inc. and Customer.

17. Governing Law. This Agreement shall be governed by the laws of the State of Georgia, without giving effects to conflicts of laws provisions. The parties agree that the Uniform Computer Information Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

18. Dispute Resolution. Any controversy or claim, whether based on contract, tort, strict liability, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") will be resolved solely in accordance with the terms of this section. If the Dispute cannot be settled by good faith negotiation between the parties, the parties will submit the Dispute to non-binding mediation in Gwinnett County, GA. If complete agreement cannot be reached within thirty (30) days after submission to mediation, any remaining issues will be resolved by a confidential arbitration by an arbitrator under the Commercial Rules of Arbitration of the American Arbitration Association. The arbitration shall take place in Gwinnett County, GA and shall not be consolidated with any claim or controversy of any other party. The arbitrator shall have the power to make appropriate orders and rulings to regulate discovery. The arbitrator shall not have the power to award special, incidental, consequential, punitive or exemplary damages. The prevailing Party shall be entitled to recover from the other Party all costs, expenses and reasonable attorneys' fees, to be fixed by the arbitrator, and which were incurred in any arbitration arising out of or relating to this Agreement, and in any legal action or administrative proceeding to enforce the terms of this section or to enforce any arbitration award or relief. The decision of the arbitrator shall be final and binding on each of the parties and judgment thereon may be entered in any court having jurisdiction. The mediation and arbitration procedures are intended to be the exclusive methods of resolving any claim arising out of or related to this Agreement. Except as may be required by law, neither Party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties. The arbitrators award shall be accompanied by a reasoned opinion.

CUSTOMER UNDERSTANDS THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF CUSTOMER'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN CUSTOMER AND MITCHELL & MCCORMICK, INC.

19. Entire Agreement. This Agreement sets forth all the representations, promises and understandings between us on the matters set forth herein. If any part or parts of this Agreement are held to be invalid, illegal or unenforceable, such part will be treated as severable, and the remaining parts of the Agreement shall continue to be valid and enforceable as to the parties hereto.

20. Indemnification. Mitchell & McCormick, Inc. will indemnify and defend Customer against any claim by third parties that Customer's use of any of Mitchell & McCormick, Inc. Services as authorized hereunder infringes upon the patent rights, copyrights, trademark rights or trade secret rights in the United States of a third party and pay any resulting damage award or settlement amount, provided that: (i) such claim does not arise out of Customer's misuse of Mitchell & McCormick, Inc. Services; (ii) Customer promptly notified Mitchell & McCormick, Inc. in writing of such claim; (iii) Mitchell & McCormick, Inc. will have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (iv) Customer cooperates with Mitchell & McCormick, Inc. in every reasonable way to facilitate settlement or defense of such claims; and (v) should such Mitchell & McCormick, Inc. Service become or, in Mitchell & McCormick, Inc.'s opinion, be likely to become, the subject of an infringement claim, Customer will permit Mitchell & McCormick, Inc., at Mitchell & McCormick, Inc.'s expense to procure such right to continue using such Service, replace or modify the Service or terminate, without penalty, Customer's use of the affected Service, in which event Mitchell & McCormick, Inc. will refund to Customer, on a pro-rata basis, any unused prepaid amounts related thereto.

21. Survival. The representation, warranties, covenants, and agreements of any of the parties hereto contained in Sections 1, 2, 5-8, 10, 12-20 of this Agreement will survive the expiration or earlier termination of this Agreement. Expiration or termination of this Agreement for any reason will not terminate customer's obligation to pay Mitchell & McCormick, Inc. for all Services performed prior to the date of such expiration or termination.

22. Executive Authority and Domain Administrator. The "Executive Authority" identified below is an authorized individual empowered to make decisions on behalf of Customer and having the legal authority to legally bind Customer. The Executive Authority may issue a directive to Mitchell & McCormick, Inc. to designate, modify or change the Domain Administrator. The "Domain Administrator" as identified below, will have full administrative privileges for Customer's account or family of accounts (Domain) to add users, delete users, and will manage access rights, privileges and permissions for each user for the domain. As such, the Domain Administrator will be assigned a login and password to access the Mitchell & McCormick, Inc. website for the designated domain to permit this individual to perform these functions.

Executive Authority			
Name: Dan Saylor			
Office Address: 107 W. Locust St	City: Boonville	State: IN	Zip: 47601
Phone: 812-897-6120	Fax: 812-897-6189	Cell:	Email: dan@warrickcounty.gov
Domain Administrator			

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Name: Aynsley [illegible]			
Office Address: 2165 W Park Court Suite G	City: Stone Mountain	State: GA	Zip: 30087
Phone: 630-408-7863	Fax: 630-353-6916	Cell:	Email: [illegible]@harrisgeorgetec.com

23. Counterparts. This Agreement may be executed in counterparts and delivered by facsimile or other electronic means, each of which will be deemed an original but all together will constitute only one agreement.

IN WITNESS WHEREOF, the Parties to this Agreement, in recognition of their undertakings set forth above, and for due and valid consideration, execute this Agreement.

Warrick County Health Department	Mitchell & McCormick, Inc.
By: *Dan Saylor*	By: *Patrick Bruin*
Printed Name: Dan Saylor	Printed Name: Patrick Bruin
Title: President, Warrick County Commissioners	Title: VP of Professional Services
Date: 7-26-18	Date: 08/27/2018

*Note: Commissioners approved this at their 6-11-18 meeting. Administrator was ill for extended period and agreement got lost for a while. R.E.

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MITCHELL & MCCORMICK, Inc.
Business Associate Addendum

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum") is entered into by and between Warrick County Health Department ("Covered Entity") and Mitchell & McCormick, Inc. ("Business Associate") and shall be effective as of the date of Services Agreement (as defined hereunder).

Recitals

WHEREAS, the parties have entered into an underlying services agreement, ("Services Agreement") incorporated herein by reference.

WHEREAS, in order for Business Associate to furnish services to Covered Entity in accordance with the Services Agreement, Covered Entity must at times disclose to Business Associate protected health information ("PHI") governed by the Health Insurance Portability and Accountability Act of 1996, Pub. 104-191 ("HIPAA"), as amended, and the accompanying regulations promulgated thereunder at 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") and 45 C.F.R. Parts 160, 162 and 164 (the "Security Rule") (collectively, the "HIPAA Regulations"), as amended;

WHEREAS, the parties desire to enter into this Addendum in order to comply with the HIPAA Regulations.

NOW THEREFORE, the parties, in consideration of the mutual obligations contained herein and in the Services Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

1. Definitions. The terms used, but not otherwise defined, in this Addendum shall have the same meaning as those in the HIPAA Regulations, as amended.

2. Duties and Obligations of Business Associate. Business Associate hereby agrees to fully comply with the requirements applicable to "business associates" under the HIPAA Regulations, and the terms and conditions set forth under the Services Agreement and this Addendum.

a. *Permitted Uses and Disclosures.* Business Associate may use or disclose PHI of the Covered Entity for any and all purposes necessary to perform the duties and obligations of Business Associate under the Services Agreement, or as otherwise expressly permitted under this Addendum, the Services Agreement or in compliance with 45 C.F.R. §164.504(e). Business Associate may further use or disclose such PHI: (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, (iii) if the disclosure is Required by Law, and (iv) if Business Associate obtains reasonable assurances from the person to whom PHI is disclosed that the PHI will be held confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person will notify Business Associate immediately of any Breach of Unsecured PHI in the manner and time frame set forth under Section 2.e. of this Addendum.

b. *Authorizations.* Notwithstanding any other limitation herein, Covered Entity agrees that nothing in this Addendum prohibits Business Associate from using or disclosing PHI to the extent permitted by an Authorization from the applicable Individual.

c. *Safeguarding PHI.* Business Associate shall develop and implement reasonable administrative, physical and technical safeguards to prevent the unauthorized use or disclosure of PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity, and to protect the confidentiality, integrity and availability of such PHI. Business Associate shall further adopt a security plan that takes into account each of the Security Rule standards, as appropriate, and provide training, as appropriate, to relevant employees, subcontractors and agents of Business Associate on such policies and procedures to prevent the unauthorized use or disclosure of PHI.

d. *Third Party Agreements.* Under certain circumstances, Business Associate may need to enter into agreements with agents or subcontractors in order to satisfy Business Associate's obligations under the Services Agreement. If Business Associate discloses to these agents or subcontractors any PHI received from Covered Entity in this context, or created or received by Business Associate on behalf of Covered Entity, Business Associate shall require such agents or subcontractors to enter into a written agreement with Business Associate that requires such agent or subcontractor to agree to be bound by the same restrictions and conditions that apply to Business Associate under this Addendum, and to implement reasonable and appropriate safeguards to protect the confidentiality, integrity and availability of PHI created, received, transmitted or maintained by the parties during the term of the Services Agreement in conformance with the HIPAA Regulations.

e. *Reporting Unauthorized Uses and Disclosures.* Business Associate agrees to notify Covered Entity of a Breach of Unsecured PHI discovered by Business Associate. Such notice must: (i) be made immediately, but in no event later than fifteen (15) days from the date Business Associate discovers the Breach; (ii) contain a description of what happened; (iii) the date of the Breach and date of Discovery; (iv) a description of the types of Unsecured PHI involved in the Breach; (v) the steps the Individuals should take to protect themselves from potential harm resulting from the Breach; (vi) a brief description of what Business Associate is doing or will do to investigate the Breach, mitigate losses, and protect against any further Breaches; and (vii) the contact information and procedures for Individuals to obtain additional information.

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f. *Access to Information*. Business Associate shall provide access to PHI maintained in a Designated Record Set in Covered Entity or an Individual within fifteen (15) days of a written request from Covered Entity or Business Associate's offices during normal business hours. Business Associate, its agents and subcontractors shall respond to such request in a manner and time frame specified herein in order that Covered Entity may comply with the HIPAA Regulations.

g. *Access to Books and Records*. Business Associate shall make its internal practices, books and records relating to the PHI created, maintained, transmitted or received by Business Associate on behalf of Covered Entity available to Covered Entity and the Secretary of the Department of Health and Human Services ("Secretary") for the purpose of determining Covered Entity's compliance with the HIPAA Regulations and the terms of this Addendum. A request for access by Covered Entity under this Section 2.g. shall be granted upon fifteen (15) days prior written notice, and conducted at Business Associate's offices during normal business hours.

h. *Availability of PHI for Amendment*. Business Associate agrees to make any amendment(s) to PHI maintained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 within thirty (30) days after receipt of a written direction from Covered Entity.

i. *Accounting of Disclosures*. Upon Covered Entity's written request, Business Associate shall make available an accounting of disclosures of PHI made by Business Associate for which Covered Entity is required to provide such accounting of disclosures under HIPAA.

j. *Data Aggregation Services*. Business Associate may use or disclose PHI to provide Data Aggregation Services, as that term is defined by 45 C.F.R. §164.501, relating to its health care operations.

3. Duties and Obligations of Covered Entity.

a. *Privacy Notice*. Covered Entity shall inform Business Associate of any changes, or limitations, in the Notice of Privacy Practices ("Privacy Notice") of Covered Entity, and provide Business Associate with a copy of the Privacy Notice in effect.

b. *Restrictions of Use or Disclosure of PHI*. Covered Entity shall inform Business Associate of any restrictions on the use or disclosure of PHI requested by Individuals, including any changes to or revocation of such restrictions.

c. *No Impermissible Requests*. Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity, except as permitted in Section 2 above.

4. Term and Termination.

a. *Term*. The term of this Addendum shall be effective and terminate upon the effective and termination date of the Services Agreement. Upon said termination, Business Associate shall return or destroy, as the case may be, PHI to Covered Entity in accordance with Section 4.d. below.

b. *Material Breach*. If Covered Entity determines that Business Associate has breached a material term of this Addendum, Covered Entity may provide notice of such breach to Business Associate and afford Business Associate an opportunity to cure the alleged material breach within the time period allowed by the Services Agreement for cure of material breaches of its terms. If Business Associate fails to cure such breach within the time period allowed by the Services Agreement, Covered Entity may terminate this Addendum and the Services Agreement.

c. *Report to the Secretary*. If Covered Entity determines that Business Associate has breached a material term of this Addendum, and Business Associate refuses or is not able to cure the breach and termination is not feasible, Covered Entity shall report the breach and refusal to cure to the Secretary. Termination is not feasible if there are no viable alternatives to continuing the Services Agreement with Business Associate.

d. *Effect of Termination*. Upon termination of this Addendum, for any reason, Business Associate shall return or destroy all PHI created, maintained, transmitted or received by Business Associate on behalf of Covered Entity. Business Associate agrees not to retain copies of the PHI after termination of this Addendum. Business Associate agrees to recover any such PHI in possession of its agents or subcontractors. If return or destruction of the PHI is not feasible, Business Associate will notify Covered Entity in writing of the reasons for such determination and agrees to extend the protections of this Addendum for as long as necessary to protect the PHI, but Business Associate shall not use or disclose PHI except for the limited purposes for which extended retention of such records is necessary. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.

e. *Survival*. The parties' obligations which by their nature continue beyond termination, cancellation or expiration of the Services Agreement and this Addendum shall survive termination, cancellation or expiration of the Services Agreement and this Addendum.

5. Change of Law. The parties acknowledge that the HIPAA Regulations may be modified from time to time. The parties specifically agree to take such action as necessary to implement the standards and requirements of the HIPAA Regulations and other applicable laws and regulations relating to the privacy and security of PHI. Further, the parties acknowledge that pricing under the Services Agreement is based on legal requirements in effect on the effective date of the Services Agreement, and that compliance with additional or different legal requirements may result in changes of scope and pricing under the Services Agreement. Upon Covered Entity's request, Business Associate agrees to enter into good faith negotiations with Covered Entity concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Regulations or other applicable laws and regulations relating to the privacy and security of PHI. If the parties fail to reach such an amendment within ninety (90) days after commencement of negotiations, either party may terminate this Addendum and the Services Agreement by providing written notice

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to the other party, effective sixty (60) days after the date of such notice. Nothing herein shall be deemed to extend the term of any other agreement between the parties.

6. Binding Nature and Assignment. This Addendum shall be binding on the parties, their successors and assigns, but neither party may assign their rights and obligations under this Addendum without the prior written consent of the other, which consent shall not be unreasonably withheld.

7. Interpretation. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Regulations and other applicable federal and state privacy and security laws and regulations.

8. Notices. All notices permitted or required under this Addendum shall be in writing and shall be delivered by personal delivery, electronic mail, or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery. Notices shall be sent to the addresses set forth in this Addendum or such other address as either party may specify in writing.

9. Independent Contractor. The relationship between the parties will solely be that of independent contractors engaged in the operation of their own respective businesses, and Business Associate shall not be considered an employee, agent, or part of, or as joint venture with, the Covered Entity or any affiliate of Covered Entity.

10. No Third Party Beneficiary. This Addendum has been entered into solely for the benefit of Covered Entity and Business Associate and is not intended to create any legal, equitable or beneficial interest in any third party, or to vest in any third party any interest as to enforcement or performance.

11. Regulatory References. A reference in this Addendum to a section in the HIPAA Regulations means the section as in effect, or as amended, and for which compliance is required.

12. Amendments. This Addendum may not be modified or amended except by a writing that explicitly refers to the amendment of this Addendum and that is signed by authorized representatives of both parties.

13. Waiver. None of the provisions of this Addendum shall be deemed to have been waived by any act, omission, or acquiescence on the part of the disclosing party without a written instrument signed by the disclosing party. No waiver by a party of any breach shall be effective unless in writing, and no waiver shall be construed as a waiver of any succeeding breach, whether or not of the same or a different term or condition.

14. Effect on Services Agreement. Except to the extent specifically amended by this Addendum, all of the terms and conditions contained in the Services Agreement shall remain in full force and effect. In the event of any inconsistency between this Addendum and the Services Agreement, the terms and conditions of this Addendum shall govern and prevail.

In Witness Whereof, Business Associate and Covered Entity have caused this Addendum to be signed and delivered by their duly authorized representatives, as of the date set forth above.

Mitchell & McCormick, Inc.	Warrick County Health Department
("Business Associate")	("Covered Entity")
By: Patrick Bruin	By: Dan Saylor
Title: Patrick Bruin, VP of Professional Services	Title: President, Warrick County Commissioners
Date: 08/27/2018	Date: 7-26-18

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BROADBAND ECONOMIC DEVELOPMENT AGREEMENT

THIS BROADBAND ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2018 ("Effective Date") between Warrick County, Indiana ("County"), an Indiana political subdivision, by and through its Department of Economic Development ("Economic Development Department"), and Mainstream Fiber Networks, LLC, a limited liability company organized under the laws of the State of Indiana ("Mainstream").

RECITALS

The County desires to foster economic development within Warrick County, and the County has created the Economic Development Department in order to assist the County with achieving its economic development goals; and

The Economic Development Department, in combination with the Warrick County Redevelopment Commission ("Redevelopment Commission"), engaged Fiberutilities Group, LLC ("Fiberutilities") to perform a study to better understand existing Warrick County broadband capabilities, which study was commenced in 2014; and

As a result of this 2014 study, the Economic Development Department and the Redevelopment Commission determined that while the existing available broadband in Warrick County may not be considered an identifiable impediment to economic development, it certainly was not a distinct economic development advantage either; and

The Economic Development Department desired to develop new advanced broadband services in Warrick County that could be leveraged as a sustainable economic development advantage over other counties in Indiana and nationwide; and

In 2016 the Economic Development Department began evaluating the potential for direct County financial participation to support new broadband fiber based infrastructure deployment; and

The County and the Economic Development Department developed a request for proposals ("RFP") with the assistance of Fiberutilities to provide interested entities the opportunity to submit proposals to the County to design,

develop, construct and operate a fiber based broadband network to service large portions of the County; and

As a result of the RFP process, the County, through the Economic Development Department, selected Mainstream to perform this project; and

As part of its proposal to the County, Mainstream requested certain financial assistance from the County in order to perform the Broadband Project (as defined below); and

The County, by and through its Economic Development Department, has determined that the completion of the Broadband Project is in the best interests of the citizens of the County and therefore desires to enter into this Agreement with Mainstream; and

To stimulate and induce the performance of the Broadband Project by Mainstream, the Economic Development Department has agreed, subject to further proceedings as required by law, to provide financial assistance to Mainstream for the performance of the Broadband Project; and

The Economic Development Department and Mainstream desire to enter into this Agreement.

NOW, THEREFORE, in consideration of these Recitals and the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Economic Development Department and Mainstream agree as follows:

ARTICLE I. RECITALS.

1.1. Recitals Part of Agreement. The Recitals set forth above are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.1.

ARTICLE II. BROADBAND PROJECT.

2.1. Project Plan. The Broadband Project is defined as the design, construction, operation and maintenance of a broadband network in Warrick County in the manner described in the Project Plan, which is attached and incorporated by reference as Exhibit A. The parties recognize

that the Project Plan will be modified by the Final Engineering Plans subsequent to the execution of this Agreement.

2.2. RFP. Mainstream agrees to perform the Broadband Project in full compliance with the agreement of the parties, consisting of: the RFP; Mainstream's responses to the RFP; and Mainstream's other commitments and agreed modifications as may be specified or referenced in this Agreement. The RFP is attached and incorporated by reference as Exhibit B.

2.3. Specific RFP Requirements. Mainstream agrees to design, construct, operate and maintain the Broadband Project in full compliance with all of the requirements of the RFP including, without limitation, the following:

(a) Limited Open Access Requirements. In recognition of the County Contribution (as defined below) made in support of the Broadband Project, Mainstream agrees that the Broadband Project will be provided in accordance with and subject to the limited open access requirements specified in Section 3.5 of the RFP. These requirements include, without limitation, Mainstream's right and option to the exclusive use of the Broadband Project for a period of five (5) years after the completion of construction of the Broadband Project. At the end of this five (5) year period, Mainstream shall make available to other cable, phone, and internet service providers the option to utilize Backbone Fiber (defined below) on a dark fiber "indefeasible rights of use" ("IRU") basis.

Mainstream may, solely at its option, elect to offer a dark fiber IRU product during the exclusive use period described above. Any and all revenues generated from the sale of the dark fiber IRU products shall at all times remain with Mainstream. Mainstream shall make the dark fiber IRU available to other service providers at a price that is competitive with other dark fiber pricing within two hundred (200) miles of the Broadband Project.

(b) Rates. Mainstream included rates for its broadband services in Section 4.6 of its proposal to the County. These rates and installation charges shall not be increased by more than five percent (5%) each calendar year during the term of this Agreement. Mainstream's

proposal is attached and incorporated by reference as Exhibit C. Additionally, Mainstream submitted a best and final offer to the County on January 29, 2018 that included additional information for business symmetrical internet product rates and business symmetrical point to point Ethernet product rates. Mainstream's rates for these business products shall be no higher during the term of this Agreement than is specified in Mainstream's best and final offer, which best and final offer is attached and incorporated by reference as Exhibit D.

(c) Backbone Fiber. The Backbone Fiber to be installed by Mainstream in Warrick County shall be as specified in Mainstream's Project Plan (Exhibit A), as modified by the Final Engineering Plans (Exhibit H). Mainstream shall not reduce the locations of Backbone Fiber during the term of this Agreement unless the Economic Development Department and Mainstream agree to amend this Agreement to reflect such a modification.

(d) Technical Requirements for the Broadband Project. Mainstream shall install the Broadband Project in a manner consistent with all the technical specifications contained in the RFP and Mainstream's responses thereto including, without limitation, the fiber count specifications and other requirements contained in Section 3.7 of the RFP; the one gigabit-per-second symmetrical internet requirements specified in Section 3.3.1 of the RFP; the 100 gigabit-per-second medical complex ring as specified in Section 3.3.2 of the RFP; the CountyNet and SchoolNet requirements specified in Section 3.3.3 of the RFP; and the County and School dark fiber requirements specified in Section 3.3.4 of the RFP. To the extent that the County and/or Schools utilizes reserved dark fiber, Mainstream agrees to waive in perpetuity any and all operation and maintenance charges related to such dark fiber for the County and for Schools located in Warrick County.

(e) Broadband Project for the Exclusive Use of Warrick County. All strands of fiber installed as a part of this Broadband Project shall be used exclusively to provide services to homes, businesses, buildings and structures located in Warrick County.

(f) Required Connection Addresses. To the extent agreed by applicable property owners and/or lessees, Mainstream shall install fiber in full compliance with the requirements of the RFP for all of the Required Connection Addresses that are specified in Appendix XI of the RFP. This obligation includes, without limitation, the obligation to install dual fiber entrances for the facilities numbered 29, 30, 31, 32, and 33 in Appendix XI, and single fiber entrances for all other Required Connection Addresses.

(g) Network Construction Standards. Mainstream shall install the Broadband Project in full compliance with all of the construction standards and requirements specified in the RFP including, without limitation, the Network Construction Standards specified in Section 3.6 of the RFP.

(h) North Warrick Industrial Park. Mainstream shall install fiber in the North Warrick Industrial Park in the locations specified in Appendix VIII. Mainstream shall also provide an additional 3500 linear feet of fiberoptic cable that the Economic Development Department can require Mainstream to install and deploy in the North Warrick Industrial Park at a later date.

2.4. Ownership. Mainstream shall be the owner of the Broadband Project and all of the fiber and equipment installed as a part of the Broadband Project, and neither the County nor the Economic Development Department shall have any ownership interest in the Broadband Project or any of the fiber or equipment installed by Mainstream as a part of such Broadband Project. In recognition of this ownership by Mainstream, the County and the Economic Development Department shall have no obligation to make any financial contribution to the Broadband Project other than as specified in Section 3.1 of this Agreement. Neither the County nor the Economic Development Department shall have any obligation to make any payment for fiber, equipment, construction costs, pole attachment fees, operation and maintenance expenses, or incur any other costs or expenses related to the Broadband Project, other than the payment specified in Section 3.1.

2.5. Mainstream Bank Financing. Mainstream has obtained a borrowing facility from a bank in an amount sufficient to fund the engineering and construction of the Broadband Project.

ARTICLE III. COUNTY CONTRIBUTION.

3.1. County's Contribution to the Broadband Project. The County shall contribute the sum of Four Million Nine Hundred Twenty-five Thousand Thirty Dollars ($4,925,030.00) ("County Contribution") to Mainstream for the Broadband Project. This payment by the County shall be made as a one-time lump sum payment. The County Contribution shall not be due and payable to Mainstream until (i) Mainstream has fully completed all elements of work identified in the Project Plan attached hereto as Exhibit A, as modified by the Final Engineering Plans attached hereto as Exhibit H, (ii) all of the Backbone Fiber has been built and lit by Mainstream, tested and accepted by the Economic Development Department, and (iii) Mainstream has posted its irrevocable letter of credit in the amount of up to $2,500,000.00, as such letter of credit is further described in Sections 7.1 and 8.1(f) below. The County Contribution shall be due and payable to Mainstream no more than forty-five (45) days after all such conditions precedent have been satisfied. If the County Contribution is not timely paid, interest shall accrue at three percent (3%) per annum until paid.

The County and the Economic Development Department intend to cause to be issued economic development bonds that will produce sufficient proceeds to fund the County Contribution. If the County and the Economic Development Department are unable to issue and sell economic development bonds for this Broadband Project by December 31, 2018 upon terms and conditions acceptable to the Economic Development Department, the Economic Development Department shall have the option to terminate this Agreement upon ten (10) days written notice to Mainstream, and upon such a termination, the Economic Development Department shall have no further obligations under this Agreement.

Mainstream shall have no duty to incur costs or commence construction until receipt of written notice that such bonds have been sold. The date of such receipt of notice by Mainstream shall be the "Clearance Date."

ARTICLE IV. ENGINEERING AND CONSTRUCTION.

4.1. Test and Acceptance Process. The test and acceptance process for the Broadband Project is as described in Exhibit E, which is attached hereto and incorporated herein by reference.

4.2. Construction Schedule. Mainstream shall complete all of the construction activities described in the Project Plan, as modified by the Final Engineering Plans, within twenty-four (24) months of the Clearance Date.

4.3. Easements, Permits, Licenses, and Other Legal Requirements. It shall be Mainstream's sole and exclusive responsibility to acquire and maintain at its own cost any and all easements, permits, licenses, pole attachment agreements, permission to use the public right-of-way, zoning approvals (if any), and any and all other public or private permissions or approvals necessary to fully perform all of its obligations under this Agreement. Mainstream shall also comply with all federal, state and local legal requirements that apply to the services it provides.

4.4. Reporting and Meetings During Engineering and Construction. On a weekly basis during the engineering and construction phases of the Broadband Project, Mainstream shall provide Morley and Associates, Inc. ("Morley") a report regarding its activities in the previous week that contains the information described in the Form of Weekly Report attached hereto and incorporated herein by reference as Exhibit F. This Weekly Report shall be provided to Morley via e-mail addressed to Jim Morley, Jr. at Jim@morleycorp.com. In addition to this weekly reporting, Mainstream shall provide monthly reporting to Morley and Fiberutilities Group, LLC ("Fiberutilities") that contains all of the information described in the Form of Monthly Report, which is attached hereto and incorporated herein by reference as Exhibit G. These monthly reports shall be provided to Fiberutilities via email addressed to Dave Lunemann at the e-mail address of DLunemann@fiberutilities.com, and to Jim Morley, Jr. at Jim@morleycorp.com. Mainstream shall also provide a report to the Economic Development Department regarding any claim asserted against Mainstream related to the Broadband Project within three (3) days of receipt of such a claim. These claim reports shall be provided to Jacob

Grear at the e-mail address of jgrear@warrickcounty.gov, with a copy to Herb Davis at the e-mail address of herb.davis@skofirm.com.

Mainstream shall schedule and conduct monthly meetings during the engineering and construction of the Broadband Project. Mainstream shall invite Morley, Fiberutilities and a representative of the Economic Development Department to all such monthly meetings. Fiberutilities may attend such meetings by phone.

Minutes of any such meeting shall be taken and such agreed minutes must be approved at the next meeting by representatives of the parties.

4.5. Duty of Care and Maintenance of the Broadband Project. Mainstream shall, from the date of this Agreement and continuing until the end of the term of this Agreement, at its sole cost and expense, care for and maintain the Broadband Project in a safe and serviceable condition. Mainstream will not permit or allow the Broadband Project to be damaged or depreciated in value by any negligent act or omission of Mainstream, its agents or employees. Mainstream will not allow any trash of any kind to accumulate during the construction of the Broadband Project, and it will remove all such trash in a timely fashion and at its sole expense. Mainstream shall respond promptly to any complaints from any property owners. Mainstream further agrees to repair any damage to customers' yards and any real or personal property, and to take reasonable and prompt action to restore the customer's property to the condition that it existed when the customer signed up for service from Mainstream, normal wear and tear and Mainstream owned equipment excepted.

4.6. Cost of the Broadband Project. Mainstream agrees to assume all costs, expenses and responsibilities associated with the design, engineering, construction, operations, management and maintenance of the Broadband Project, including any and all payments of annual expenses for the use of poles provide by Vectren Energy Delivery of Indiana, Duke Energy, or any other entity that owns any of the utility poles, ducts or conduits that Mainstream will utilize to place its fiber in Warrick County. All customer acquisition and customer service costs will also be at the sole cost and expense of Mainstream.

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4.7. County's Project Manager. The Economic Development Department will designate a Project Manager to oversee Mainstream's construction activities under this Agreement. Mainstream shall provide access to all of its work under this Agreement at any and all reasonable times to such Project Manager. Mainstream shall make reasonable efforts to coordinate construction activities with such Project Manager on a weekly basis so that the Project Manager will be reasonably aware of the material construction activities being performed by Mainstream -- understanding that changes in day-to-day activities may change as business demands.

Mainstream shall coordinate with representatives of Morley and Fiberutilities for any inspections or testing to be performed on the Broadband Project. Mainstream shall provide both Morley and Fiberutilities no less than seven (7) days prior written notice of any inspections or testing that Mainstream or its subcontractors will be performing related to the Broadband Project.

4.8. Final Engineering Plans. Once Mainstream has completed the engineering of the Broadband Project, Mainstream shall provide such engineering plans to the Economic Development Department for review and approval, and the Economic Development Department shall deliver back to Mainstream a definitive response within fourteen (14) days of receipt of such engineering plans. If no such response is received then such engineering plans shall be deemed to be approved. Any delays beyond fourteen (14) days shall cumulatively advance the Clearance Date for those days of such delays. The Economic Development Department recognizes that Mainstream will engineer the Broadband Project in segments of approximately ten (10) miles. The Parties contemplate that this review and approval process will occur in segments, and the Economic Development Department will authorize Mainstream to commence construction of a segment after that segment has been reviewed and approved. Mainstream shall specifically identify in the engineering plans for each segment the changes Mainstream is proposing to the Project Plan (Exhibit A). Mainstream shall not commence construction of a segment of the Broadband Project until it has obtained the Economic Development Department's written approval of the engineering plans. Once the final engineering plans have been completed and approved for the entire Broadband Project, Mainstream and the Economic Development

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Department agree to attach the final engineering plans to this Agreement as Exhibit H.

4.9. Project Plan Change Process. Because the Broadband Project has not been fully engineered as of the Effective Date, the Parties recognize that changes will have to be made to the Project Plan (with such changes to be shown in the engineering plans described in Section 4.8). When Mainstream desires to make such a change, Mainstream shall provide written notice to the Economic Development Department, with such written notice and proposed change to include a map with mark ups that shows the proposed change. The Economic Development Department shall review such proposed change and, to the extent such change shall exceed ten thousand dollars ($10,000.00), approve or deny the change in writing within seven (7) days. In no event shall the County Contribution described in Section 3.1 be increased or decreased as a result of approved or denied changes pursuant to this Section 4.9.

4.10. Change Process During Construction. If during construction, Mainstream reasonably determines that a portion of the approved final engineering plans are not practical, Mainstream may deviate from the approved final engineering plans without prior notice or approval provided that each of the following elements are met: (i) the fiber route as shown in the approved final engineering plans remains unchanged; (ii) the quality and effectiveness of the installed materials remains unchanged; and (iii) the change does not cost more than $10,000.00. In such case, Mainstream shall promptly notify Morley of such change, and such change shall be an agenda item at the next meeting of the parties. In all other cases, the change shall be submitted in advance in the same manner as contemplated in Section 4.9 above, and upon receipt of such proposed change, the Economic Development Department shall approve or deny the change in writing within seven (7) days. Any delay by the Economic Development Department beyond such seven (7) days shall advance the Clearance Date for such days of delay. In no event shall the County Contribution described in Section 3.1 be increased or decreased as a result of approved or denied changes pursuant to this Section 4.10.

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ARTICLE V. INVESTMENT.

5.1. Mainstream's Minimum Investment. Mainstream's minimum investment with respect to the construction and engineering expenses, including all required public and private approvals, incurred by Mainstream for the performance of the Broadband Project shall be Four Million Dollars ($4,000,000.00). Upon completion of these construction and engineering activities, Mainstream shall provide to the Economic Development Department detailed accounting information showing the amount of money expended by Mainstream in order to fully perform its obligations under this Agreement. In the event Mainstream's investment in the Broadband Project is less than $4,000,000.00, the County Contribution shall be reduced by the same percentage as the shortfall in Mainstream's investment. For example, if Mainstream's investment ends up being $3,600,000.00, Mainstream's investment is 10% less than its required minimum investment, and the County Contribution shall be reduced by 10%.

ARTICLE VI. INDEMNIFICATION AND INSURANCE.

6.1. Indemnification by Mainstream. In the event a claim that is directly or indirectly related to the Broadband Project is made against the County and/or the Economic Development Department, or any other agency or governmental body located in Warrick County, or employees, contractors or agents of any of them (collectively referred to as "County Indemnified Parties") arising out of or relating to: (i) claims for personal injuries, death, property damage, liens, stop notices or charges of any kind against the Broadband Project; (ii) Mainstream's failure to fulfill its obligations under this Agreement; (iii) claims under worker's compensation acts or any other employee benefit acts with respect to Mainstream's employees; (iv) violation of any federal, state or local law, regulation, ordinance or code; (v) infringement of patents, or violation of any patent or any other intellectual property rights; or (vi) any other type of claim, damage, injury or loss arising out of or related to the activities of or the work performed on the Broadband Project (including any amendments to this Agreement) by Mainstream, its agents, employees, servants, suppliers or subcontractors, Mainstream shall indemnify, defend and hold the County Indemnified Parties harmless, to the maximum extent permitted by law, against any and

all such claims, damages, injury, loss, liability and expense, including but not limited to attorney fees and expert fees incurred as a result thereof. It is expressly agreed and understood by Mainstream that the obligations imposed upon Mainstream by this provision are unequivocally binding, valid and enforceable and are intended to apply to any negligent conduct, whether active or passive, on the part of the County Indemnified Parties and/or Mainstream, and are enforceable even if it is claimed that the County Indemnified Parties were strictly liable in tort, liable because of the County Indemnified Parties' negligence, or otherwise responsible for any such claims, damages, injury, loss, liability or expense; provided, however, nothing herein shall be construed to require Mainstream to indemnify or hold harmless the County Indemnified Parties for claims, litigation or arbitration arising from the County Indemnified Parties' (i) sole negligence (but Mainstream shall be obligated to indemnify, defend, and hold harmless the County Indemnified Parties for the County Indemnified Parties' partial negligence), or (ii) intentional, willful or reckless misconduct by the County Indemnified Parties. The indemnity set forth in this Section shall survive the expiration or termination of this Agreement and shall continue in force and effect until such time as all actions against the County Indemnified Parties on account of any matter covered by this indemnity are barred by the applicable statute of limitations.

Mainstream's duty to defend the County Indemnified Parties as defined above is entirely separate from, independent and free of Mainstream's duty to indemnify the County Indemnified Parties and includes, without limitation, defense of the County Indemnified Parties regardless of the theory of liability asserted against the County Indemnified Parties, and applies whether the issue of Mainstream's negligence, breach of contract or other fault or obligation has been determined and whether the County Indemnified Parties have paid any sums, or incurred any debt, arising out of or resulting directly or indirectly from Mainstream's performance of the work involved in the Broadband Project. Mainstream shall defend the County Indemnified Parties at Mainstream's sole cost and expense.

In any action to enforce the indemnity provisions in this Section, the County Indemnified Parties shall be entitled to recover their attorney fees and costs incurred therein.

6.2. Insurance Requirements. Mainstream shall purchase and maintain, at its sole cost and expense, with an insurer or insurers qualified to do business in the State of Indiana and having a current rating of not less than A-: VIII from A.M. Best & Co., at least the following minimum coverage during the term of this Agreement:

(a) Workers compensation insurance in full compliance with statutory limits, and employer's liability insurance with limits not less than one million dollars ($1,000,000) bodily injury by accident (each accident), one million dollars ($1,000,000) bodily injury by disease (policy limits), and one million dollars ($1,000,000) bodily injury by disease (each employee). Such insurance shall be in strict accordance with the applicable workers compensation laws in effect during the performance by Mainstream pursuant to this Agreement. Mainstream shall require each of its subcontractors and suppliers to purchase and maintain insurance coverages as provided in this subparagraph. Mainstream's workers compensation insurer shall include waiver of subrogation against the County and the Economic Development Department.

(b) Commercial general liability insurance including premises-operations (including explosion, collapse, and underground coverage), contingent liability for subcontractors, and products-completed operations coverage, with limits of not less than five million dollars ($5,000,000) bodily injury and property damage per occurrence limit, five million dollars ($5,000,000) general aggregate, and five million dollars ($5,000,000) products-completed operations aggregate limit, and with deductible or self-insured retentions reasonably acceptable to the Economic Development Department. Such insurance shall provide, without limitation, severability of interests (full separation of insureds with no insured versus insured exclusions or limitations), contractual liability coverage (including coverage to the maximum extent possible for the indemnification contained in this Agreement), and broad form property damage coverage (including completed operations). The required limits may be provided by a combination of primary and umbrella and/or excess liability policies, only if the umbrella and/or excess liability policies are all written on an occurrence policy form ("Modified Occurrence"

and "Claims Made" forms are not acceptable), and are at least as broad as the primary general liability insurance. Mainstream agrees to maintain continuous coverage for the insurance required in this subparagraph during the entire term of this Agreement. Mainstream shall require each of its subcontractors and suppliers to purchase and maintain insurance coverage as provided in this subparagraph.

(c) Commercial automobile liability insurance including, without limitation, liability arising out of any auto, including all owned, non-owned, leased, and hired automobiles, trucks and trailers, or semi-trailers, including any machinery or apparatus attached thereto, with limits not less than five million dollars ($5,000,000) each accident, with deductibles or self-insured retention reasonably acceptable to the Economic Development Department. Such insurance shall include, without limitation, contractual liability coverage. Mainstream waives all rights against the County and the Economic Development Department for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial automobile liability insurance maintained by Mainstream, or in the event Mainstream fails to procure such insurance, would have been covered by the commercial automobile liability insurance required by this subparagraph. The required limits may be provided by a combination of primary and umbrella and/or excess liability policies, only if the umbrella and/or excess liability policies are all written on an occurrence policy form ("Modified Occurrence" and "Claims Made" forms are not acceptable), and at least as broad as the primary insurance. Mainstream shall require each of its subcontractors and suppliers to purchase and maintain insurance coverage and provide the same waiver of rights, as provided in this subparagraph.

(d) Professional liability insurance, which insurance shall include coverage sufficient to cover claims and construction defects arising out of the Broadband Project, including all of the work and services performed by Mainstream, with limits not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) annual aggregate, and with deductibles or self-insured retentions reasonably acceptable to the Economic Development Department.

Such insurance shall include, but not be limited to, contractual liability coverage to the maximum extent commercially reasonably available for the indemnification contained in this Agreement and a waiver of subrogation in favor of the County and the Economic Development Department. The policy shall include, but not be limited to, full prior acts coverage or a retroactive date no later than the date of commencement of the work and services under this Agreement. This insurance shall be maintained by Mainstream continuously in effect during the term of this Agreement and at least five (5) years beyond completion of the Broadband Project, whichever is later.

(e) The County, the Economic Development Department, and the County Indemnified Parties shall be named as additional insureds under the commercial general liability insurance and commercial automobile liability insurance required above (including umbrella/ excess policies). The additional insured endorsements shall contain a primary insurance clause stating: "It is further agreed that such insurance as is afforded by this policy for the benefit of the additional insureds shall be primary insurance, and any insurance maintained by or available to the additional insureds shall be excess and non-contributory with the insurance provided hereunder". The coverage provided to the additional insureds must be at least as broad as that provided to Mainstream and may not contain any additional exclusionary language or limitations applicable to the additional insureds. Mainstream shall maintain such additional insured status for the referenced parties on such liability policies continuously during the term of this Agreement.

(f) Insurance maintained by Mainstream shall be primary coverage, and any coverage maintained by or available to the County and the Economic Development Department shall be excess.

(g) Prior to commencing the Broadband Project, Mainstream shall deliver to the Economic Development Department the endorsements and waivers of subrogation referred to in this Section as well as certificates of insurance evidencing the coverages referred to in this Section. In the case of policies expiring while the Broadband Project

is in progress, a renewal certificate with all applicable endorsements must be received at the office of the Economic Development Department prior to the expiration of the existing policy or policies. Permitting Mainstream to start work or continuing to work shall not constitute a waiver of any of these requirements. If at any time Mainstream's insurance does not continue to meet the requirements stated herein, any and all payments that must be made to Mainstream pursuant to this Agreement may be withheld until the deficiency in insurance coverage has been resolved; provided, however, Mainstream must be given thirty (30) days advance written notice, during which time Mainstream shall have the opportunity to cure the deficiency, before any payment can be withheld. Each certificate and endorsement must be executed by the authorized agent of the respective insureds. All certificates of insurance must provide County and the Economic Development Department with thirty (30) days advanced written notice of cancellation or non-renewal (with ten (10) days' notice in the event of cancellation for non-payment of premium). If the certificate of insurance states the cancellation notice will be delivered in accordance with the policy provisions, the policy cancellation provision verifying the cancellation notice is at least thirty (30) days must be attached to the certificate of insurance.

(h) In the event Mainstream fails to secure or maintain any policy of insurance required by this Agreement, the Economic Development Department at its sole discretion and election, and after such advance written notice to Mainstream and the passage of Mainstream's cure period with Mainstream being unable to cure, may secure such policies of insurance in the name of, and for the account of, Mainstream and in such event, Mainstream shall reimburse the Economic Development Department upon demand for the cost thereof; or terminate this Agreement, and the County and the Economic Development Department shall retain all remedies hereunder for breach of this Agreement. The Economic Development Department shall have the right to offset the cost of any such insurance, including but not limited to premiums, against any sums payable to Mainstream under this Agreement.

(i) None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Mainstream are intended to, nor shall they in any manner limit or qualify the liabilities and obligations assumed by Mainstream under this Agreement or at law, including, without limitation, Mainstream's indemnification obligations and liability in excess of the limits of the coverages required herein. Neither receipt of certificate showing less or different coverage than requested, nor any other forbearance or admission by the Economic Development Department shall be deemed a waiver of, or an estoppel to assert, any right or obligation regarding the insurance requirements herein. Mainstream shall be solely responsible to pay any loss amount that lies within the deductibles or self-insured retentions of Mainstream's policies, up to the maximum amount of the deductible or self-insured retention.

(j) Mainstream shall purchase and maintain, at its sole cost and expense, with an insurer qualified to do business in Indiana and having a current rating of not less than A-: VIII from A.M. Best & Co., a policy of builder's risk or installation floater insurance written on an all risk basis covering the Broadband Project and all of the materials and equipment in Mainstream's possession from time to time and to be incorporated in the Broadband Project. Any deductible or retention under such insurance shall be Mainstream's sole responsibility. In connection with the builder's risk or installation floater insurance maintained by Mainstream, Mainstream agrees and acknowledges as follows:

1. Mainstream and each of its subcontractors, consultants and suppliers shall be solely responsible for any loss or damage to their respective personal property and that of their employees and workmen, including without limitation, property or materials created or provided pursuant to this Agreement, or any subcontract or otherwise, their tools, equipment, clothing, fencing, forms, mobile construction equipment, scaffolding, automobiles, trucks, trailers or semi-trailers including any machinery or apparatus attached thereto, temporary structures and uninstalled materials, whether owned, leased, hired, or rented by Mainstream or any

of its subcontractors, consultants or suppliers or employees or workmen (collectively "Personal Property"). Mainstream and its subcontractors, consultants and suppliers, at their option and own expense, may each purchase and maintain insurance for such Personal Property and any deductible and retention thereto shall be its or their sole responsibility. Any such insurance shall be Mainstream's and its subcontractors', consultants', suppliers', employees' and workmen's sole source of recovery in the event of loss or damage to the respective Personal Property. Any such insurance purchased and maintained by Mainstream and any of its subcontractors, consultants or suppliers shall include a waiver of subrogation as to the County and the Economic Development Department.

2. Mainstream waives all rights of recovery, whether under subrogation or otherwise, against the County, the Economic Development Department, and their agents and employees, for loss or damage covered by Mainstream's property insurance, and loss or damage to Mainstream's Personal Property. Mainstream shall require the same waivers from all the subcontractors, consultants and suppliers and from the insurers issuing property insurance policies related to the Broadband Project purchased and maintained by all such subcontractors, consultants and suppliers, and shall provide copies of such policies on request to the Economic Development Department. Waivers of recovery, including subrogation referred to in this subparagraph, shall be effective as to any individual or entity even if such individual or entity would otherwise have had a duty of indemnification, contractual or otherwise, did not pay the insurance premium, and did or did not have an insurable interest in the property that is the subject of the loss or damage. If the policies of insurance referred to in this paragraph require an endorsement to effectuate the required waivers of subrogation, the parties procuring such policies will cause them to be so endorsed at their own expense.

3. With respect to any and all insurance Mainstream and its subcontractors and suppliers are required to maintain pursuant to this Agreement, or does maintain, for this Broadband Project, including, but not limited to, those insurances required above, Mainstream warrants that Mainstream has the right to waive any and all rights of subrogation which Mainstream's insurance carriers might have or claim against the County and the Economic Development Department, including without limitation, the officers, agents, employees, contractors and assigns of the County and Economic Development Department arising out of the Broadband Project. Mainstream waives all such present and future rights of subrogation and, to the fullest extent permitted by law, agrees to defend, indemnify and hold harmless the County and the Economic Development Department from all such subrogation claims. Mainstream shall require such waivers from all of its subcontractors, consultants and suppliers. Mainstream and its subcontractors, consultants and suppliers' policies shall provide such waivers by endorsement.

6.3 Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL MAINSTREAM, THE COUNTY, OR THE ECONOMIC DEVELOPMENT DEPARTMENT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

ARTICLE VII. LETTER OF CREDIT.

7.1. Letter of Credit. As a condition precedent to the Economic Development Department's obligation to make the County Contribution to Mainstream that is described in Section 3.1 above, Mainstream shall post a Letter of Credit (from a financial institution reasonably acceptable to the Economic Development Department) in favor of the Economic Development Department that includes a provision for at least thirty (30) days advance notice to the Economic Development Department of any expiration or termination of the Letter of Credit so as to allow the Economic Development Department sufficient time to exercise its rights under the Letter of Credit, and provides clearly that claims or draw-downs on the

Letter of Credit can be made unilaterally by the Economic Development Department in accordance with the terms of this Agreement. The Letter of Credit must be issued for a minimum term of three hundred sixty-five (365) days. Mainstream shall cause the renewal or extension of the Letter of Credit for additional consecutive terms of three hundred sixty-five (365) days or more, no later than thirty (30) days prior to each expiration date of the Letter of Credit. If the Letter of Credit is not renewed or extended as required herein, the Economic Development Department shall have the right to draw immediately upon the Letter of Credit for the entire amount available under such Letter of Credit. The Letter of Credit shall be provided in the form attached hereto as **Exhibit I**, which is attached hereto and incorporated herein by reference. The Economic Development Department shall have the right to draw on the Letter of Credit if Mainstream does not retain ownership (whether directly or through a wholly owned subsidiary) of the Broadband Project until such time as all of the milestones described in Section 8.1 have been achieved. If Mainstream sells some or all of its interest in the Broadband Project prior to the achievement of all such milestones, the Economic Development Department shall have the right to draw on the Letter of Credit on the date Mainstream sells some or all of its interest in the Broadband Project. The Economic Development Department shall also have the right to draw on the Letter of Credit if Mainstream has not completed the build-out of fiber to three hundred (300) homes located in Warrick County within three (3) years of the Clearance Date, if Mainstream has not satisfied the operational and marketing tasks identified in Section 8.1(c) within two (2) years of the Clearance Date, or if the Letter of Credit is not renewed by Mainstream's Bank.

ARTICLE VIII. CLAW-BACK.

8.1. Claw-Back of County Contribution. The Economic Development Department is entitled to recover (claw-back) the County Contribution in whole or in part if Mainstream fails to satisfy some or all of the milestones designated in this Section of the Agreement. These five (5) milestones and the manner in which the claw-back operates with respect to this Broadband Project are described as follows:

(a) The claw-back is one hundred percent (100%) of the County Contribution, but the claw-back will reduce as certain milestones are

achieved. The first milestone is achieved when the Backbone Fiber for the Broadband Project is completed and lit by Mainstream, and then tested and accepted by the Economic Development Department. Mainstream must achieve this milestone within two (2) years from the Clearance Date. The claw-back is reduced by twenty percent (20%) when the milestone described in this subparagraph is achieved.

(b) The second milestone is achieved when Mainstream completes the build-out of fiber to three hundred (300) homes located within Warrick County. Mainstream must achieve this milestone within three (3) years from the Clearance Date. The claw-back is reduced by twenty percent (20%) when Mainstream achieves this milestone.

(c) The third milestone is achieved when Mainstream accomplishes the following operational and marketing tasks (Mainstream opens an office in Warrick County, Mainstream hires no less than two (2) full time salespeople that work in Mainstream's Warrick County office, and Mainstream develops and rolls out an advertising campaign in Warrick County that is mutually agreeable to Mainstream and the Economic Development Department, with such agreement not to be unreasonably withheld by the Economic Development Department). Mainstream must achieve this milestone within two (2) years from the Clearance Date. The claw-back is reduced by twenty percent (20%) when Mainstream achieves this milestone.

(d) The fourth milestone is achieved when Mainstream is providing service to one hundred fifty (150) businesses and two thousand two hundred (2,200) residences in Warrick County over the broadband network that Mainstream installed as a part of this Broadband Project. There is no deadline for Mainstream to achieve this milestone. The claw-back is reduced by twenty percent (20%) when Mainstream achieves this milestone.

(e) The fifth milestone is achieved when Mainstream is providing service to two hundred (200) businesses and three thousand five hundred (3,500) residences in Warrick County over the broadband network that Mainstream installed as a part of this Broadband

Project. There is no deadline for Mainstream to achieve this milestone. The claw-back is reduced by twenty percent (20%) when Mainstream achieves this milestone.

(f) The two million five hundred thousand dollar ($2,500,000.00) Letter of Credit provided by Mainstream's Bank as a part of this Agreement may be reduced by Mainstream and its Bank in the following manner: When three (3) of the five (5) milestones described in this Section have been achieved (as agreed to in writing by Mainstream and the Economic Development Department), the Letter of Credit shall reduce from two million five hundred thousand dollars ($2,500,000.00) to one million nine hundred seventy thousand dollars ($1,970,000.00). When four (4) of the five (5) milestones described in this Section have been achieved (as agreed to in writing by Mainstream and the Economic Development Department), the Letter of Credit shall reduce from one million nine hundred seventy thousand dollars ($1,970,000.00) to nine hundred eighty-five thousand dollars ($985,000.00). When Mainstream has achieved all of the milestones described in this Section (as agreed to in writing by Mainstream and the Economic Development Department), the Letter of Credit shall terminate and Mainstream shall be released from any obligations under the Letter of Credit.

(g) The milestones described in this Section do not have to be achieved in a sequential fashion. For example, the third milestone related to Mainstream accomplishing certain operational and marketing tasks described herein can be achieved and the claw-back reduced by twenty percent (20%) even if this milestone is achieved prior to the time Mainstream achieves the first milestone (the backbone is completed, lit, tested and accepted). By way of further example, the claw-back described in this Section could be reduced by sixty percent (60%) on the date that the County Contribution is made if by that date Mainstream has completed and lit the backbone, the backbone has been tested and accepted by the Economic Development Department, Mainstream has completed the build-out of fiber to three hundred (300) homes in Warrick County, and Mainstream has completed the operational and marketing tasks described above.

ARTICLE IX. SERVICE LEVEL AGREEMENTS.

9.1. Service Level Agreements. Mainstream shall provide services to its residential, small business, and enterprise customers in compliance with the applicable Service Level Agreements, which are attached hereto and incorporated herein by reference as Exhibit J.

ARTICLE X. MISCELLANEOUS.

10.1. Force Majeure. When performance is required of any Party under this Agreement, such Party shall use all due diligence and take all necessary measures in good faith to perform; provided however, if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, or any other cause beyond the reasonable control and without the fault or negligence of the Party claiming force majeure, then the time for performance as specified in this Agreement shall be extended by the time of the delay actually caused by such force majeure circumstances. If such a force majeure event arises during the performance of this Agreement, the affected Party agrees to provide the other Party with written notice of the nature and the anticipated length of such force majeure delay.

10.2. Term and Termination. The term of this Agreement shall commence as of the Effective Date of this Agreement and shall terminate once Mainstream has fully performed all of its obligations under this Agreement including, without limitation, its obligation to achieve the five (5) milestones described in Section 8.1 above.

Any of the following events shall constitute an Event of Default by Mainstream upon notice of its occurrence by the Economic Development Department:

(a) Mainstream's failure to post the Letter of Credit as described in Exhibit I within a period of two (2) years after the Clearance Date but in no event later than Mainstream's completion of construction of the Broadband Project, and the testing and acceptance of such Broadband Project by the Economic Development Department;

(b) Mainstream's dissolution or liquidation or Mainstream having a liquidator, administrator, receiver, trustee, conservator or similar

official appointed with respect to it or a substantial portion of its assets;

(c) Mainstream's general assignment of its assets;

(d) Mainstream's filing of a petition, or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under the bankruptcy code or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under any insolvency act of any state, or Mainstream voluntarily taking advantage of any such law by answer or otherwise;

(e) The filing or commencement of a proceeding or cause of action under the bankruptcy, reorganization, insolvency or similar statute of the United States or of any state against Mainstream;

(f) Mainstream's inability to pay its debts as they generally become due;

(g) Mainstream's failure to pay its suppliers for goods and services for the Broadband Project;

(h) Mainstream otherwise becomes bankrupt or insolvent (however evidenced);

(i) Mainstream's assignment of this Agreement without the consent of the Economic Development Department;

(j) Any representation or warranty made by Mainstream in this Agreement or prior to execution of this Agreement that were relied upon by the Economic Development Department shall prove to have been false or misleading in any material respect when made;

(k) Any failure to disclose a material fact that could adversely affect the Broadband Project;

(l) Mainstream's failure to make any payment required under this Agreement; and

(m) Mainstream's failure to comply with any other obligation under this Agreement that could result in a material adverse impact upon the County and/or the Economic Development Department.

The Economic Development Department shall provide written notice to Mainstream of any such Event of Default. Mainstream shall have sixty (60) days to cure such Event of Default after receipt of such notice of default from the Economic Development Department. If Mainstream fails to cure such Event of Default within such period of time, the Economic Development Department shall have the option of terminating this Agreement immediately, and the Economic Development Department shall have no further obligations under this Agreement and shall not be obligated to make any additional payments to Mainstream.

Each right or remedy of the Parties provided for in this Agreement shall be cumulative of, and in addition to, every other right or remedy provided for in this Agreement, and the exercise or the beginning of the exercise by a Party of any one or more of its rights or remedies provided for in this Agreement shall not preclude the simultaneous or later exercise by any such Party of any or all rights or remedies provided for in this Agreement.

10.3. Authority. The Economic Development Department represents and warrants that it has taken or will use its best efforts to take such actions as may be required and necessary to enable it to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided in this Agreement.

10.4. Powers. The Economic Development Department represents and warrants that it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform its respective obligations under this Agreement, subject to the conditions described herein and subject to such procedures as may be required by law (including, without limitation, any necessary appropriations of money by the Warrick County Council). Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Economic Development Department, enforceable in accordance with its terms and provisions, and does not require the consent of any governmental authority other than the Warrick County Council, the Warrick County Commissioners, and the Economic Development Commission.

10.5. Compliance with Applicable Law. Mainstream shall perform all of its obligations under this Agreement in full compliance with all applicable local, state and federal laws, rules, regulations and orders. Additionally, in the deployment of all fiber and fiber related infrastructure, Mainstream shall comply with all NECA codes and any and all environmental and other codes or regulations that apply to the deployment of fiber and fiber related infrastructure.

10.6. Time is of the Essence. Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite their performance under this Agreement.

10.7. Amendment. This Agreement, and all exhibits attached hereto, may be amended by mutual consent of the parties as evidenced by the execution of an amendment that specifically references amending this Broadband Economic Development Agreement.

10.8. No Other Agreement. This Agreement supersedes all prior agreements (oral or written), negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

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

10.10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Venue for any suits between the Parties shall be resolved exclusively in the Warrick County Circuit or Superior Courts.

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

To Mainstream: 4588 Old State Road 46
Nashville, Indiana 47448

With a copy to: Mark Williams
15 Pine Brook Trail
Nashville, Indiana 47448

To County, acting through its Economic Development Department:
Warrick County Economic Development Department
Attention: Executive Director
4763 Rosebud Lane, Suite C
Newburgh, Indiana 47630

With a copy to: J. Herbert Davis
Stoll Keenon Ogden PLLC
One Main Street, Suite 201
Evansville, Indiana 47708

All such notices shall be sent by certified mail, return receipt requested, with proof of delivery thereof. If a Party refuses to accept service of such certified mail, such notice shall be deemed delivered to such Party.

10.12. Order of Precedence. In the event that there are any conflicting provisions between this Agreement and any of the Exhibits attached hereto, the order of precedence for resolving such conflicting provisions shall be as follows:

1. Agreement
2. Exhibit H – Final Engineering Plans
3. Exhibit A – Project Plan
4. Exhibit B – RFP
5. Exhibit D – Best and Final Offer
6. Exhibit C – Mainstream's Proposal
7. Exhibit I – Letter of Credit
8. Exhibit E – Test and Acceptance Process

9. Exhibit G – Form of Monthly Report
10. Exhibit F – Form of Weekly Report

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

10.14. Assignment. Neither Party shall sell, transfer, assign, sublicense or otherwise convey its rights or obligations under this Agreement without the prior written approval of the non-assigning Party, which approval shall not be unreasonably withheld, conditioned or delayed. Any approved assignee shall expressly agree, in a writing satisfactory to the non-assigning Party, or be deemed to have agreed, to be bound by each of the applicable terms and conditions of this Agreement, including the attached Exhibits and any amendments, addenda or modifications, which shall be incorporated by reference into any assignment. The assigning Party shall not be relieved of any of its obligations under this Agreement unless the non-assigning Party expressly agrees to this in writing. Unless the Parties agree otherwise, an assignment shall not in any way impose, or be deemed to impose, any obligations upon the non-assigning Party beyond those imposed by this Agreement, including the attached Exhibits and any amendments, addenda or modifications.

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

10.16. Independent Contractor. Mainstream shall be an independent contractor with regard to all of its activities under this Agreement. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between Mainstream and the Economic Development Department and/or the County.

10.17. Attorney Fees. The prevailing party in any lawsuit between the Parties related to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the other Party.

IN WITNESS WHEREOF, Mainstream and the Economic Development Department have executed this Agreement as of the date first above written.

Warrick County, Indiana, by and through its Department of Economic Development

By:_____
Larry Taylor

Its: Executive Director

"Economic Development Department"

WARRICK COUNTY
BOARD OF COMMISSIONERS

_____
Dan Saylor, President

_____
Robert H. Johnson, Jr., Vice President

_____
Marlin Weisheit, Member

"County"

Mainstream Fiber Networks, LLC

By:_____

Printed Name:_____

Its:_____

"Mainstream"

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