WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
August 13, 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 and County Administrator Roger Emmons attended.

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

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

PLEDGE OF ALLEGIANCE

Commissioner Saylor: Welcome everyone.

PUBLIC HEARING
IN THE MATTER OF THE PETITION TO VACATE A PUBLIC UTILITY EASEMENT IN SHARON HILLS ESTATES SECTION B-1

Commissioner Saylor: First item on the agenda is Public Hearing.

Todd Glass: Motion to recess the Public Hearing and call to order the Public Hearing.

Commissioner Weisheit: I'll make that motion.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries three, zero (3-0) to recess the meeting and start the Public Hearing. Alright, who, who's going to start this?

Roger Emmons: Molly.

Molly Barnhill: Oh, okay. The Vacation?

Commissioner Saylor: Um hum.

Molly Barnhill: They have a petition to vacate a six (6) foot public utility easement in Sharon Hills Estates, Section B-1. We have received all the return receipts from the notice to adjacent properties. And we do have letters from the utilities saying they have no objections to the vacation. So everything is in order.

Commissioner Saylor: Okay.

Ron Freson: I'm Ron Freson, Attorney. I'm here for Edward Paro and Sophie Paro the owners, recent owners of this lot. And as they say, they have provided letters, water, sewer, gas, and electric that there's no infrastructure in the six (6) foot easement. They've sent the notices for return, one (1) not called for. The reason that this circumstance exists is originally there was a Lot 1, Section A in Sharon Hills Estates. The Public Utility Easement ran on the border of this Lot 1, when they platted Section B-1 they added to Lot 1 approximately doubling the size and now the utility easement ran down the middle of that lot. It's unused. It doesn't affect anyone. Mr. Paro and his wife, well he was raised in Warrick County, has an engineering degree from Purdue, plans to return to the community and build a home there. And with the public utility easement in the middle, it's difficult to develop the lot. So he's asking it be vacated.

Commissioner Saylor: Okay. Is there anyone here to speak for or against this vacation of the easement? Alright. Bobby, this wouldn't have anything to do with you, would it?

Bobby Howard: No.

Commissioner Saylor: Okay. Alright? Commissioners? Questions?

Commissioner Weisheit: I don't have any.

Commissioner Johnson: No.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: Well, we've got to wait.

Roger Emmons: (Inaudible) next.

Commissioner Saylor: Oh.

Commissioner Weisheit: We'll go on to the tax sale thing then we'll have the public hearing closed then we'll act on it.

Commissioner Saylor: Okay, so we don't act on that now.

Todd Glass: Yeah, just thank you and...

Commissioner Saylor: Thank you very much.

Ron Freson: Thank you.

IN THE MATTER OF TAX SALE CERTIFICATE TO BE ASSIGNED TO BOONVILLE NOW

Commissioner Saylor: Next item on the agenda is the Matter of the Tax Sale Certificates assigned to Boonville NOW.

Todd Glass: And, Mr. President, this is to introduce at the regular meeting a Resolution by the Board to assign a tax parcel which the County owns a tax sale certificate from the Board of County Commissioners to Boonville NOW, INC. It's the property located at 3233 Pelzer Road, Boonville, Indiana. Parcel 87-13-24-100-27.0-002. It is a parcel in the middle between two (2) other parcels alright owned by Boonville NOW and was mistakenly overlooked in the assignment of parcels to Boonville NOW last fall. So, that is a Resolution that will be entertained by the Board of County Commissioners at its regular meeting after the Public Hearing. And we just need to find out if there is any comments or objections, favorable or against the assignment of the tax parcel to Boonville NOW, IND.

Commissioner Saylor: Is there anyone in the audience for or against this assignment? I show there's not any.

Todd Glass: You may entertain a motion to adjourn the Public Hearing and begin the regular meeting again.

Commissioner Weisheit: I'll make that motion.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries to reconvene our meeting. (Motion carried 3-0).

Commissioner Johnson: Call it back to order.

Commissioner Saylor: So I call the regular Commissioners' meeting back to order.

ACTION ON PUBLIC HEARING
ESTATES IN THE MATTER OF THE PETITION TO VACATE A PUBLIC UTILITY EASEMENT IN SHARON HILLS ESTATES SECTION B-1
ORDINANCE 2018-19

Commissioner Saylor: So now we'll take action on the Public Hearing.

Roger Emmons: We'll need an Ordinance number.

Todd Glass: Ordinance number?

Kristine Georges: She has it, it's 2018-19.

Roger Emmons: Thank you.

Commissioner Saylor: So we make a motion on each one (1) of these individually?

Todd Glass: Yes.

Commissioner Saylor: Motion?

Commissioner Johnson: Make the motion in the matter of the public utility easement in Sharon Hills Estates, Section B-1, Ordinance 2018-19. Make a motion to approve.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Ordinance 2018-19 is located on Page 25 of these Official Minutes)

IN THE MATTER OF TAX SALE CERTIFICATE TO BE ASSIGNED TO BOONVILLE NOW RESOLUTION 2018-15

Commissioner Saylor: Next item is the Matter of the Tax Sale Certificates to be assigned to Boonville NOW.

Todd Glass: I need a Resolution number?

Kristine Georges: And that would be 2018-15.

Todd Glass: '15? 1-5?

Kristine Georges: Yes, Sir. 1-5, thank you.

Todd Glass: And, Mr. President, that would be a Resolution of the Board of County Commissioners of Warrick County, Indiana, approving assignment of Warrick County Tax Sale Certificate held be the Board of Commissioners of Warrick County to Boonville NOW. Parcel located at 3233 Pelzer Road, Boonville, Indiana.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I'll make that motion to approve as per the, per our County Attorney's stated Resolution 2018-15.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you.

Commissioner Saylor: Thank you.

(Resolution 2018-15 is located on Pages 25 through 26 of these Official Minutes)

AREA PLAN COMMISSION STREET CONSTRUCTION PLANS PP-18-09 THREE PINE BLUFF

Commissioner Saylor: Next item on the agenda is our APC, Molly?

Molly Barnhill: Street Construction Plans, PP-18-09 for Three Pine Bluff Subdivision, by Gerald and Gloria Lewis. They're the owners. They're asking for no improvements to Oak Grove Road. But they were required to submit a dollar amount for the sidewalks. And Bobby has signed off on that dollar amount.

Commissioner Saylor: Bobby?

Bobby Howard: The dollar amount is sufficient for that purpose, but again they're asking for also the sidewalk waiver? Has that been approved or not?

Molly Barnhill: That will be looked at tonight by the Area Planning Commission.

Commissioner Saylor: Hi, want to state your name for the record.

Greg Kissel: Greg Kissel, Land Surveying.

Commissioner Saylor: Any questions?

Roger Emmons: Is that one (1) 'L' or two (2)? Kissel?

Greg Kissel: One (1) 'L'.

Roger Emmons: Thank you.

Commissioner Johnson: No, issues, Bobby?

Commissioner Saylor: No, Issues?

Bobby Howard: No.

Commissioner Saylor: Motion?

Commissioner Johnson: I'll make that motion.

Commissioner Weisheit: Second.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Greg Kissel: Thanks.

(PP-18-09, Three Pine Bluff, is located on Pages 26 through 27 of these Official Minutes)

REQUEST FOR EXTENSION OF SURETY
C-2017-056 ENTRANCE CONSTRUCTION ON LOT 1 PARK PLACE V PUD

Molly Barnhill: Next we have a Request for Extension of Surety. It's a commercial entrance, C-2017-056. It's entrance construction on Lot 1 in Park Place V. It's a PUD. We're holding a cashier's check for nine thousand five hundred forty-one and fifty cents ($9,541.50). We've had it for one (1) year. And they're requesting an additional year. This does expire on September 9, 2018.

Commissioner Saylor: Do I have a motion for an extension?

Commissioner Weisheit: I make a motion to approve.

Commissioner Saylor: Is there a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(C-2017-056 is located on Page 27 of these Official Minutes)

REQUEST TO RELEASE SURETY
C-2017-075 ENTRANCE CONSTRUCTION LOT 1 ENGELBRECHT PLACE 2-IV

Molly Barnhill: We have a Request to Release Surety. It's commercial entrance 2017-075. It's an entrance construction on Lot 1 of Engelbrecht Place 2-IV. We've been holding fifteen thousand in a letter of credit that expires November 2nd of this year. And it has been, they sent a letter saying it's done and Bobby Howard has signed off on that.

Commissioner Weisheit: You okay with it, Bobby?

Commissioner Saylor: Bobby?

Bobby Howard: Yes, it was inspected. The driveway was constructed in general accordance with the approved plan. And I'd recommend release of the surety.

Commissioner Weisheit: Make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries three, zero (3-0). Is that all you have?

Molly Barnhill: That's all for us.

Commissioner Saylor: Thanks, Molly.

Commissioner Weisheit: Thanks, Molly.

Commissioner Saylor: Appreciate it.

(C-2017-075 is located on Pages 27 through 28 of these Official Minutes)

APPROVAL OF MINUTES
JULY 23, 2018

Commissioner Saylor: Next on the agenda is Approval of our July 2…23, July 23, 2018 regular session Minutes.

Commissioner Johnson: Make a motion to approve the Minutes.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

ITEMS FOR DISCUSSION
DEBBIE BENNETT-STEARSMAN – BLIGHT ELIMINATION PROGRAM
CHANGE ORDER 2 FOR BID SET 6.

Commissioner Saylor: Next item on the agenda is Debbie Bennett-Stearsman talking about our Coalition, Blight Elimination Project or BEP. Good afternoon.

Debbie Bennett-Stearsman: Good afternoon. I don't know if that's going to stay there. I've got two (2) change orders in. The first one (1) is Change Order 2 for Bid Set 6. Not the most recent one (1) but the one (1) before. We had to reinforce one (1) of the walls on Smith Road where we took down a house. So we had extra gravel hauled in for eight hundred dollars ($800.00) making the original contract amount one hundred seventy-five thousand two hundred fourteen dollars ($175,214.00) with the two (2) change orders, one (1) of eighteen thousand six hundred ($18,600.00) and this one (1) of eight hundred ($800.00) makes the revised contract amount one hundred ninety-four thousand six hundred and fourteen dollars ($194,614.00).

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(BEP Set 6, Change Order 2, is located on Page 28 of these Official Minutes)

CHANGER ORDER 2 FOR BID SET 7

Debbie Bennett-Stearsman: Second change order is from Bid Set 7, which was the latest one (1). This is Change Order 2. We did one (1) previous change order adding property on Pelzer Road for fifteen thousand nine hundred and fifty dollars ($15,950.00). We did nine (9) change orders at 404 East Chestnut, removed one (1) large Maple tree, two thousand ($2,000.00); 113 West Oak Street, Boonville, filled a cistern and removed trees, twenty-three hundred ($2,300.00). 811 South Third Street, removal of, sorry, fill cistern, removed two (2) large trees, fifty-nine hundred ($5,900.00). 711 Poplar Street, removal of two (2) large trees and removal of extra debris, forty-eight hundred ($4,800.00). 408 East Chestnut Street, removal of two (2) large trees, thirty-two hundred ($3,200.00). 510 East Main Street, removal of two large trees, thirty-eight hundred ($3,800.00). Yeah, 1103 North Third Street, removal of extra debris on the back of the property, fifteen hundred ($1,500.00). And 224 East Sycamore Street, removal of large tree and retaining wall, four thousand dollars ($4,000.00). 3211 South Pelzer Road, fill cistern and remove a large tree, fifty-four hundred dollars ($5,400.00). Making the amount of the current change order thirty-two thousand nine hundred dollars ($32,900.00). Original contract amount price was eighty-three thousand two hundred fifty ($83,250.00). We added one (1) house and this current change order making the revised contract amount a hundred and thirty-two thousand one hundred dollars ($132,100.00).

Commissioner Saylor: Got a motion?

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

Debbie Bennett-Stearsman: And I just wanted to tell you, this is probably the last time you're going to see me up here doing BEP reports cause you're done.

Commissioner Weisheit: You'll be bored with that.

Debbie Bennett-Stearsman: Yeah, just totally, totally bored. I do have a final report of the houses that I'll leave with you. The number of homes we worked on to be eligible for BEP was a hundred and seventeen (117). Of those, twenty-one (21) did not move forward, twenty-three (23) were removed and the final count was seventy-three (73) homes were taken down. So for a four (4) year period, that pretty good progress. I'll leave that report with you and I'll also tell you

seventy-one thousand dollars ($71,000.00) left in Round 1. In Round 2, you were originally awarded a hundred and seventy-six thousand dollars ($176,000.00). We spent a hundred and fifteen...hundred and fifty-seven thousand six hundred and eighty-one dollars and twenty-eight cents ($157,681.28). So you've got around eighteen thousand ($18,000.00) left in that.

Commissioner Weisheit: Pretty well wiped it out.

Debbie Bennett-Stearsman: Huh?

Commissioner Weisheit: Pretty well wiped it out.

Debbie Bennett-Stearsman: Yeah, we did. There's not even enough left for one (1) house in Round 2 and Round 1 you may be able to do two (2) or three (3), but, my decision at this time, we're done. I mean if you want to tell me differently, you can.

Commissioner Weisheit: And, Debbie, I just personally thank you again for all your hard work and dedication and I know this last round you was out on the jobsites every day and working with them and making sure everything was done properly and handling the change orders personally. And thank you again.

Debbie Bennett-Stearsman: Thank you.

Commissioner Johnson: Great job, Debbie, thank you.

Commissioner Saylor: Thank you, thank you for your service. Appreciate it. Thank you, again, Debbie.

(BEP Bid Set 7, Change Order 2, is located on Pages 29 through 32 these Official Minutes)

DAVID BOTTORFF
EXECUTIVE DIRECTOR OF THE ASSOCIATION OF INDIANA COUNTIES
PRESENTATION OF AIC/SRI SCHOLARSHIP CHECK TO CARLY CHODKIEWICZ

Commissioner Saylor: Next item on the agenda is David Battorff, Executive...

Roger Emmons: Bottorff. Bottorff.

Commissioner Saylor: Bottorff?

Commissioner Johnson: Yeah, Bottorff.

Commissioner Saylor: Executive Director to the Association of Indiana Counties.

David Bottorff: Thanks for allowing me to be a part of your Commissioners' meeting.

Commissioner Weisheit: Hi, David.

David Bottorff: Again I'm David Bottorff with the Association of Indiana Counties. And very happy that we're here tonight. I don't know if many of you know, we have a scholarship program we do through the Association of Indiana Counties in partnership with SRI, INC which does a lot of the tax sale business throughout the State. And so in conjunction with SRI, we give out four (4) scholarships per year of, the qualification is the student has to be a child of a parent or grandparent or guardian of a County employee. And again we only give out four (4) of them. So we get a lot of competition for that as you can imagine. And the scholarship is for five hundred dollars ($500.00). And one (1) of the winners is a graduate of Castle High School, and she's going to attend USI, is Carly Chicadowitz?

Cheryl Chodkiewicz: Chodkiewicz.

David Bottorff: Sorry, Chodkiewicz. And this is her mother and she works in the Prosecutor's Office. So her mother Cheryl's here with us...

Cheryl Chodkiewicz: So is Carly.

David Bottorff: So, but Carly's out of town so she couldn't be here and her, her schedule was not going to allow her to be at a Commissioners' meeting to maybe October or November. And I know that parents like to have scholarship money as soon as they can get it to help get it to the university. She's going to major in nursing at USI. So very happy in that we could have this opportunity to give out money like this for a great cause. And Annedia Maillho is here with SRI, I think Annedia would like to talk to you guys too. Annedia?

Annedia Maillho: First I would like to talk to the Commissioners, I'm a former county treasurer with Fayette County, Indiana. To hear you gentlemen complement the lady that was just here means all the world. I don't think you fellas really realize, look at that, how I throw money around.

Commissioner Weisheit: I'm gonna start following you around.

Commissioner Saylor: I'm on the wrong side of the table.

Annedia Maillho: But I know she appreciated that and that was so nice of you.

Commissioner Weisheit: She deserved it.

Annedia Maillho: At SRI we do tax sales throughout the State of Indiana. I think we do eighty-seven (87) of the ninety-two (92). We also do most of Iowa. We have Mississippi, Louisiana, and Michigan. But of course, the Indiana

Counties are dear to us. So with this five hundred dollars ($500.00) and having three (3) grandchildren starting college this year, we'd like to present this to you. And we are so proud to be able to do it.

Cheryl Chodkiewicz: Thank you so much.

Annedia Maillho: I wish it were three 93) times that.

Cheryl Chodkiewicz: Well, we appreciate the five hundred dollars ($500.00) very much, thank you. I've been a county employee, is ten (1) years here in Warrick County and I was a County employee in Marion County. So a total of twenty years (20) years of service to the Indiana Counties.

Annedia Maillho: You lived through Marion County?

Cheryl Chodkiewicz: I lived through a Goldsmith, Modisette, (inaudible)...yeah, yeah.

Roger Emmons: And Cheryl, Carly's essay was just wonderful.

Cheryl Chodkiewicz: Oh, okay, thank you so much.

Commissioner Weisheit: Thanks for coming. I appreciate you. Our relationship with SRI has been great. That's fine. We do it all the time too.

Annedia Maillho: (Inaudible).

(Brief pause was taken for photos with Commissioners, David Bottorff, Annedia Maillho, and Cheryl Chodkiewicz).

Commissioner Weisheit: David, thanks for coming down.

David Bottorff: Well worth it.

Commissioner Johnson: (Inaudible).

Commissioner Saylor: Almost. Getting close. Okay.

Annedia Maillho: Gentlemen, we'll see you in a few months. If you haven't paid your taxes, get them paid.

Todd Glass: Good advice. (Inaudible).

RICH NEUKEM – MILLER ROAD

Commissioner Saylor: Okay, next item on the agenda is Rich, is that Neukem?

Roger Emmons: I believe so.

Commissioner Saylor: To discuss Miller Road?

Rich Neukem: Yeah.

Commissioner Saylor: State your name for the record please.

Rich Neukem: I'm Rich Neukem, I'm from Miller Road, Dale, eastern part of Pigeon Township. I talked to Bob. I don't know if highlighted you on anything I've been going through lately or not. We were on a, well between you and me and DNR, we settled it. Under the settlement was a portion that I would do the roadwork under your supervision. It was all under your supervision and now I've got the second threatening letter from an attorney from adjacent landowner that we did go, proceed up through this property. It was on the DNR and Leo Wolf's property. And since December, I've gotten two (2) threatening letters from attorneys holding me responsible and wanting me to pay five...six thousand dollars ($6,000.00) in damages or we go to court. And the last one (1) I got was last week and I tried to get ahold of Bobby Howard and I couldn't. I got ahold of Bob and Bobby called me today. But what my concern is, is I was operating under the complete, one hundred percent (100%) jurisdiction of the County through you guys, to do the roadwork for the ditch, taper the banks. And we did that. And we got (inaudible) everything was wrote off and approved by you guys and the County. And on the landowner that was not involved in any of this settlement, it was, we would proceed up through there cause he pushed the road shut. It was shut. There was no access and the road was about six (6) foot wide. So we proceeded up through there, through your authorization and landowner. Bobby, you and Leo and the tall gentleman that just left a while ago. You guys negotiated what to do and I didn't, and then you five me approval to go up through there and put the ditch in and push the banks back. And everything was hunky-dory until this winter. Now Mr. Wallace threated me with two (2) different letters from two (2) different attorneys. One (1) in December that didn't go ahead and pursue it. Now I got one (1) this week, (inaudible). So I guess my question is to you, is it your, with me not having anything to do with any negotiating, anything to do with how, I guess how am I responsible for that man, to pay him, to do or correct anything?

Commissioner Johnson: Mr. Neukem, did you bring your paperwork with you?

Rich Neukem: No, I did not. I was in a hurry.

Commissioner Johnson: Bobby, do you recall this and did you recall...?

Bobby Howard: There was a conversation with the property owner on what we needed to do. And we put the ditch back in and up through the property like that. And I think you were to come back and straw mat it and seed it.

Rich Neukem: I did.

Bobby Howard: Then I guess the seed hasn't taken? Is that his issue? I don't know his issue. I haven't heard anything from him in over a year.

Rich Neukem: I don't know his issue either. Cause he won't talk to me. He wants the six thousand dollars ($6,000.00) or go to court is what his letter said.

Bobby Howard: So, but do you have where we signed off on anything?

Rich Neukem: Yes, yes, cause you signed off and...

Bobby Howard: I don't have record of that.

Todd Glass: I remember, Mr. President, I remember the agreement and it was an agreed judgement and there was an agreed judgement and everything fine and we filed that with the court.

Rich Neukem: Yes.

Todd Glass: What I don't recollect is getting that final sign off because what hasn't been done yet is a satisfaction of judgement being filed in court to completely finalize that case.

Rich Neukem: Yes, I got it from my attorney.

Todd Glass: We just need that final sign off from Bobby and the DNR, and if they're both perfectly satisfied with how he repaired it, then I would file a satisfaction of judgement which might assist him in some manner perhaps.

Rich Neukem: I've got it, but I forgot it. It was in the shop. I was in a hurry. I was on the farm, otherwise...

Commissioner Johnson: I did see a form Saturday that showed, at Neukem's house, it had a lot of signatures on it. I don't, I didn't read the form, so I don't know the content.

Rich Neukem: I showed you the signatures.

Commissioner Johnson: Yeah, but I did see the signatures.

Todd Glass: If we could get that, then we could get that satisfaction of judgement filed which might be of some help.

Commissioner Saylor: Um hum. So it would show, show the attorney...?

Todd Glass: I would show that he completed everything that had been agreed upon.

Commissioner Johnson: He met his obligation.

Todd Glass: What that will do as far as his neighbor, I don't know.

Commissioner Johnson: But as far as stopping, like I told you Saturday, you know, as far as stopping Mr. Wallace filing suit against you, I can't help you there other than what we discussed. You know...?

Rich Neukem: Well, I didn't know. I didn't know what Bobby, you and him had discussed in the recent, but you said...

Bobby Howard: I haven't talked to him in over a year.

Rich Neukem: You haven't?

Bobby Howard: No. That's, I mean, we, when did you finish your job? That was...

Rich Neukem: Oh, God, it's been two (2) years ago I guess.

Bobby Howard: Yeah, so this...

Commissioner Johnson: The letter I saw that was signed was 2016.

Commissioner Weisheit: Did you bring copies of them to Roger our Administrator here to our office, we'll make copies of it. We'll give them to Todd and Bobby.

Rich Neukem: I'll bring you a copy. I just, I just got one (1) because you, your attorney, are you from Fine and Hatfield?

Todd Glass: Yes. Um hum.

Rich Neukem: You didn't really return a copy to my attorney. Cause we just got one (1) there, Monday, cause we had to call you guys to send us one (1). But you guys did send us one (1). You know everything's signed off on it.

Todd Glass: Yeah, we have the agreed judgement. And after everything was done, a satisfaction of judgement closing the case was to be done, which was never done. So we were never notified that everything had been signed off. So we just need that paperwork.

Rich Neukem: Well, I've got it. I didn't bring it along. But I just, I thought it was in my pickup and I mean it's not. It's in my other pickup.

Commissioner Saylor: Okay, so you'll get that paperwork to Roger. Roger will get it to our Administrator, you'll file that, Mr. Glass.

Todd Glass: Yes, as long as Mr. Howard and DNR's signatures are on it. They need to be on it.

Rich Neukem: Yes, they are.

Todd Glass: But that's all it says.

Rich Neukem: But what assistance if any if I've got to go to court. Cause I wasn't in any negotiations. You guys were. So...

Todd Glass: That's something we'd have to talk about with your attorney and us outside of a public meeting. But if, I don't know what assistance the county can be on that other than to establish that you did what you promised you were going to do.

Rich Neukem: You guys made the negotiations with that Wall. It was approval, and then we continue up. You know how that read. Approval.

Todd Glass: I don't think Mr. Wall was involved in that. That was just between you, the DNR, and the County.

Rich Neukem: Yeah, but I know the other portion of the ditch between Bobby and the other tall gentleman, I don't know his name...

Commissioner Saylor: Steve Sherwood.

Todd Glass: Steve Sherwood.

Rich Neukem: Those two (2) guys said you can go on up. You guys got the approval from the landowner. He was just as happy as could be. It was approved that day and we went on up.

Todd Glass: We can, we can clean up this matter that we were involved with. I can't make any representations what can or can't be done with a dispute between your neighbor and you.

Rich Neukem: Okay, that's my answer. That's what I'm questioning. But you're saying you haven't spoken anything to him, there's been no communication at all?

Bobby Howard: No. His attorney sent a request for information last week. And that's the most I know about it.

Todd Glass: Who are you represented by? Do you remember?

Rich Neukem: My attorney was Mathias and Long, Mathias. Now the funny thing about it, they've split. Now Anthony Long is representing him. So, we sent him a little letter the other day. I think he's got dementia or something.

Todd Glass: Well, we'll leave it at that, I think. And I'll do whatever I can to finalize this matter for you if you can get us the paperwork.

Rich Neukem: Yeah, I will. I will get it to you. And I mean it's not for you guys, we've all got that settled. But other adjacent landowner's got the problem.

Commissioner Johnson: Mr. Neukem, if you want me to, I can run out to your house tomorrow, pick it up and bring it in, get copies and bring it back out to you.

Rich Neukem: I mean, you know, so...

Commissioner Johnson: I know you're a busy man.

Rich Neukem: I showed it to you. So anyways. But anyhow, I've got another project that I'd like to have a question in on Sycamore Corner Road. Where it goes up where you guys, I give you guys' access when a property that Mr. Clump had the cabin built. And we surveyed it that off up there. Bobby knows what I'm talking about.

Bobby Howard: I know where you're talking about.

Rich Neukem: Those gates that are up there.

Bobby Howard: We had him remove a gate from the road. He couldn't gate a public road.

Rich Neukem: That, with that, with us doing that surveying, and the road's not on the property line. But I mean, I don't know who put them in there. There's actually a cemetery back there. But with the survey done, I've got about fifty (50) foot of property south and west of those gates that are there cause we surveyed it. Now, in order to get to the rest of my property, I didn't know who or what and how those gates were put up and how do we get them taken down? You know we asked...

Bobby Howard: What, you're not talking about Mr. Clump's gate anymore. What are you talking about?

Rich Neukem: We're talking about the Elliot gate just south of Klump's gate.

Bobby Howard: On the other side of the road?

Rich Neukem: Yes. On the southwest corner of that curve. You know as you're going west?

Bobby Howard: I'll have to, I'll have to look at that and see what you're talking about. You own all the way across the road per survey to the other side of the road?

Bobby Howard: That's what you're saying.

Rich Neukem: On fifty (50) foot of that gate. Now I don't know why or how it is, but I've asked, we've had, you know we've had numerous conversations on this for eight (8) months. And nobody can give me an answer how to get them down.

Bobby Howard: If we, no we talked about, I know I sent a letter to Klump about his gates.

Rich Neukem: No, this is the other gate.

Bobby Howard: Um...

Rich Neukem: There's photos taken of it.

Bobby Howard: But their gate is not across the right-of-way. It's on your property is what you're saying?

Rich Neukem: Well, you know where the road goes west? Sycamore Corner Road goes west and then it goes north.

Bobby Howard: Yes, and then it turns north.

Rich Neukem: The curve...

Bobby Howard: Right...

Rich Neukem: On the west...

Bobby Howard: And the gates are on the west side of the road?

Rich Neukem: It's on the west, kind of in that corner there. Which that road goes in about fifty (50) feet. But doing that fact that we had everything surveyed back there, I knew they didn't know exactly where the property...

Bobby Howard: You're saying the road had meandered over onto you fifty (50) feet?

Rich Neukem: Yeah, about fifty (50) foot on the curve. So I just want to know how I can get the rest of my property with that gate there. And you know, it's Elliot property there. But I'd like to have an answer how to get that out.

Bobby Howard: I'll have to get with our attorney to see what we can do on that. Because that may be, it may be an issue where you would have to have your attorney send something to them. It sounds like it's on your private property.

Rich Neukem: It is for sure now because we didn't know for sure where the property was 'til we had it surveyed. With, with me and Mr. Klump doing the survey of the property back there. We found out where everything was at. But I can't get over to it. I knew it was somewhere over there, but I want to clear that property off. There's about fifty (50) foot by, oh, I don't know, maybe fifty (50), eighty (80) yards there.

Todd Glass: I don't see that as a County issue. That's an issue between property owners.

Bobby Howard: I can show the attorney a copy of your survey. Is it on that Klump survey?

Rich Neukem: Yes, it is.

Bobby Howard: Okay, I can send you a copy of that that way we can make a determination.

Rich Neukem: Okay, I'd like to have an answer. It's been along about six (6) to eight (8) months. Nobody could ever tell me who or what was going on there.

Commissioner Saylor: So you're going to get with him on that, clarification on that.

Bobby Howard: Okay.

Commissioner Saylor: Okay, good deal.

Rich Neukem: Okay. Thank you.

Commissioner Saylor: Alright, thank you, Sir. Alright.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
RISE UP AND RUN EVENTS REQUEST TO USE WARRICK WELLNESS TRAIL

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

Roger Emmons: Thank you, Mr. President. First item I have regarding the Moon Race and that has been cancelled. They, where they proposed to use Warrick Wellness Trail and he did confirm that it's been cancelled.

Commissioner Saylor: Okay.

OUT OF CONTRACT CLAIM PAYMENT AUTHORIZATION HEALTH CARE BLUE BOOK

Roger Emmons: Next is an Out of Contract Claim Payment Authorization in conjunction with the Health Care Blue Book through Meritain our Health Insurance Carrier. And I sent you an email on July 27th and in order to get our plan participants who use the green provider, which provides an incentive to get them paid the balance of their payment

sooner, I had Dan go ahead and sign it so I could get it back to Dave Waltz as soon as possible. So it's on today's agenda for official acknowledgement and approval for the minutes. Just need a motion.

Commissioner Saylor: Okay, do I have a motion?

Commissioner Johnson: So moved.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

DISCUSS RENEWAL OF GENERATOR PM AGREEMENT WITH EVAPAR, INC

Roger Emmons: Next item is Discuss Renewal of the Generator Preventive Maintenance Agreement with EVAPAR, INC. And I sent you an email of the 27th. Again there were several items attached. But the bottom line on this. It's the same price for the three (3) locations-Jail, Judicial Center, and Courthouse-as the current agreement which is thirteen hundred dollars ($1,300.00) per year.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(EVAPAR Agreement is located on Pages 32 through 33 of these Official Minutes)

FIXED ASSET NOTIFICATION FORM FOR STORM WATER DEPARTMENT C801 ASSEMBLY CRAWLER REPLACEMENT

Roger Emmons: Next is a fixed asset notification form for Storm Water Department. A C801 Assembly Crawler Replacement. Need a motion to approve.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Fixed Asset, Assembly Crawler, is located on Page 33 of these Official Minutes)

ERA FIRST ADVANTAGE REALTY ANNUAL PUMPKIN GIVEAWAY EVENT

Roger Emmons: We have a request from ERA First Advantage Realty. It's their annual request for their Pumpkin Giveaway Event. They want to do this on Friday, September 29th. Their request is to close Triple Crown Drive at (Hwy) 66, from approximately 3:00 PM to 7:30 PM. I included Bobby cause they always want to get some cones and barricades borrowed from the Highway Department. And also Sheriff Kruse and Chief Wilder. They have their certificate of liability insurance with the County named as certificate holder.

Commissioner Weisheit: It's a yearly event and it's never been a problem. Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

COURTHOUSE RENOVATION PROJECT
APPLICATION AND CERTIFICATE FOR PAYMENT 2 TO ENERGY SYSTEMS

Roger Emmons: Number six (6) is the Courthouse Renovation Project. I've got four (4) different sections on it. First is application and certificate for Payment 2 to ESG in the amount of two hundred fifty-six thousand eight hundred ninety-one dollars and four cents ($256,891.04).

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(ESG, Payment 2, is located on Pages 33 through 34 of these Official Minutes)

APPROVE SUBMITTAL 17.0 FOR JUDICIAL CENTER LIGHTING

Roger Emmons: Next is approve Submittal 17.0, the Judicial Center Lighting, Product Information.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Submittal 17.0 is located on Page 35 of these Official Minutes)

SUBMITTAL 2.0 FOR COURTHOUSE DESIGN DRAWINGS AND PLANS

Roger Emmons: Next is Submittal 2.0, which is the Courthouse Design Drawings/Plans. We recently received an eleven (11) by seventeen (17) and will get the actual construction set. They're much larger.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(Submittal 2.0 is located on Pages 35 of these Official Minutes)

SUBMITTALS FOR CLEANERS, SEALANTS, PRODUCT DATA, AND PRODUCT INFORMATION

Roger Emmons: And lastly on the Submittals, 35.0, Cleaners and Sealants, Product Data, Product Information.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Submittals for Cleaners, Sealants, Product Data and Product Information are located on Page 36 of these Official Minutes)

BOONVILLE DOWNTOWN PLAZA RENOVATION GRANT TEMPORARY ACCESS FOR ENTRYWAY REHABILITATION

Roger Emmons: And lastly, I have the Boonville Downtown Plaza Renovation, Grant of Temporary Access for Entryway Rehabilitation. Anybody here from the City for that? You did receive a reminder that for the Interlocal Agreement between the County and the City for the Sidewalk Project that we've been waiting on that. Todd informed me earlier that has been sent for signature to the Board of Works. Is that correct?

Todd Glass: Yeah, I've been informed that that's been approved and the City Council's signatures are getting done now. So we should have that here in the next day or two (2). However on this grant of temporary access for entryway rehabilitation, I've got somewhat of an issue with Exhibit A to that. It doesn't really define the area that they're gonna be working on very well. The one (1) page agreement doesn't. And we have a Midwestern Engineers drawing of the Judicial Center entryway and the sidewalk in front of it. And with the Commissioner's approval, I would suggest you approve this Grant of Temporary Access for Entryway conditioned upon we ask that they label Exhibit A, a little bit better to give us better direction on what areas we're actually going to be working on.

Commissioner Weisheit: That's for the electrical, I think.

Todd Glass: It's really to, once they have the rehabilitated sidewalk in front of the Judicial Center, they want to connect the entryway which goes in the alcove there, they want the cement to mirror and look just like the sidewalk. So we're granting them access to do that. And I would recommend that we just better identify that on Exhibit A.

Roger Emmons: You want to hold off on it?

Todd Glass: No, they could approve that with us...

Commissioner Saylor: With his recommendations?

Todd Glass: Yeah, getting that Exhibit A up to snuff.

Commissioner Weisheit: And I'll make a motion to approve that as long as our Attorney is satisfied Exhibit A being redefined a little better.

Commissioner Johnson: And I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Temporary Access Agreement is located on Pages 37 through 38 of these Official Minutes)

APPROVE AWARDING OF JBI THROUGH THE CITY OF BOONVILLE FOR COURTHOUSE SQUARE RENOVATION

Commissioner Weisheit: Roger, while we're on that, I mean you've got it under my business here as far as approve the construction bid, but I'd like to go ahead and make a recommendation that we go ahead so we keep everything on schedule. The City of Boonville did the engineering design through Midwest Engineering. And they've approved the low bidder. They put it out for bid. JBI was awarded the low bidder through the City of Boonville. And I'd like for the County, and I'd make a motion that we go ahead and approve that low bid as JBI Construction tonight. We'll still have some negotiating to do on some of the projects. But it won't be a problem. That way we'll keep everything on schedule with Vectren and the City on the sidewalks. So, I'll make a motion to approve JBI as the construction (inaudible).

Roger Emmons: I didn't know if you wanted to add, subject to Council approval.

Commissioner Weisheit: Well, I do want to put on there that we are going to have to ask the Council for a little additional funding which could finish the project or, there's a retaining wall there and we do have to approve some funding. Let's make it contingent on Council approval.

Commissioner Johnson: And I'll second that motion.

Commissioner Saylor: Um, just a little discussion point here that the utility company, Vectren, has agreed to spend a substantial amount of money, what, Marlin, in excess of half a million dollars ($500,000.00)?

Commissioner Weisheit: Well, their initial, Vectren's initial expense was budgeted for two hundred fifty thousand ($250,000.00) and right now, last week they was up to about four hundred sixty thousand ($460,000.00), burying all the utilities coming in. Doing a great job. They're not backing off a bit. The problem with the Council is I expected our part to be around a hundred and fifty thousand ($150,000.00), and now we're about four hundred fifty thousand ($450,000.00). Cause our retaining wall is very extensive. We're moving the sidewalks in three (3) feet. The City and INDOT's plan is make the square one way all the way around with diagonal parking on both sides. Instead of a six (6) foot sidewalk they'll have nine (9) foot sidewalks on the inside of the square. They'll be sixteen (16) lights installed by

had some rough estimates a year ago that we thought we could do this for maybe a hundred and fifty thousand ($150,000.00) our half of the sidewalks. That's a split between the City and the County. But the retaining wall when we agreed to move it in three (3) foot, that is the County's expense. And instead of just looking at a fifty thousand dollar ($50,000.00) retaining wall now, we're looking at well over two hundred thousand ($200,000.00) for the retaining wall. But it is a first class plan. We have money available if the Council allows us to transfer without reaching in, coming out of existing funds we have access to without raising taxes or anything of that nature. So we're going to be asking the Council for some additional appropriations or basically a transfer of funds from different accounts. That will be coming up at their Council meeting. So it could control the outcome on whether we even have a retaining wall. But it's in the plans as of now, as long as we get Council to approve the funding. But we're already obligated to the sidewalks and we could taper the ground down and not have a retaining wall. But I think everybody that I've talked to is in favor of the retaining wall out there.

Commissioner Saylor: And just to talk a little on the amount change to add to what Marlin has just spoke about. You know, once, you know when we were looking at just moving in the wall. You know, we were kind of looking at more of an in house type of project. Then when you get, you know, you get some engineers involved in it. You know, things, you know they have to, they have to do things by ADA and INDOT standards. And that adds cost to it. So with that being said, I, I support the project and so I ask for a motion for this project.

Commissioner Weisheit: And I've made the motion.

Commissioner Johnson: And I second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Commissioner Weisheit: Thank you.

COUNTY ATTORNEY
GIS LIMITED USE AGREEMENT BETWEEN WARRICK COUNTY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

Todd Glass: Okay, Mr. President. Looks like, I believe the GIS Limited Use Agreement was actually approved and signed at the last Board meeting. I think we did. So that was, that got left on the agenda by mistake.

RESOLUTION ASSIGNING TAX SALE CERTIFICATE TO BOONVILLE NOW FOR 3233 PELZER ROAD

Todd Glass: And my agenda Item 2, we've already approved a Resolution 2018-15.

ORDINANCE ESTABLISHING THE WARRICK COUNTY CASA DONATION FUND ORDINANCE 2018-20 FIRST READING

Todd Glass: So, we're moving right along on my items.

Commissioner Saylor: Yeah, keep up the good work.

Todd Glass: We do have Ordinance 2018...?

Kristine Georges: '20.

Todd Glass: '20, which is an Ordinance of the Board of County Commissioners establishing the Warrick County CASA Donation Fund. And that's pursuant to Home Rule Statute, whereby the Board of County Commissioners have the power to create all things necessary to conduct the affairs of the County and you're ordaining that the Board of County Commissioners hereby establish the Warrick County CASA Donation Fund for the specific purpose of providing citizens and organizations the ability to support and maintain the Warrick County CASA program. Monetary donations will be made payable to Warrick County CASA Donation Fund and placed in that Fund. The application of the funds donated to the Fund shall be for administrative costs associated with operating the CASA Program, including without limitation payment of employee and staff salaries if needed. It'll be a perpetual fund until terminated by the terms of the Ordinance, whereby enactment of the subsequent Ordinance or amendment. If the Donation Fund is ever terminated for any reason, disposition of the Fund balance if any shall be determined by the Board of County Commissioners of Warrick County, Indiana at that time. And it would be effective upon passage. I know Auditor Stevens is familiar with this. Frankly I don't know if there's any great time crunch on this or not. This would be subject to First Reading tonight and Second and Third Readings at the next Board meeting. I'm not aware of...

Auditor Stevens: They do have a...

Todd Glass: Is there a need to go faster on that, Auditor?

Auditor Stevens: I don't know that there is a need. They do have a donor, so, someone wanting to donate. We really didn't have anything established by the Executive Board, a Fund for us to receipt that into.

Todd Glass: And that would be what you would be doing with this Ordinance unless the Commissioners feel otherwise, Ordinance 2018-20 would be ready for your approval on the First Reading and then the Ordinance establishing the Warrick County CASA Donation Fund.

Commissioner Saylor: Can I have that in a motion?

Commissioner Weisheit: I'll make a motion to approve on First Reading.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, Aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Todd Glass: Thank you.

ORDINANCE AMENDING THE WARRICK COUNTY CAPITAL IMPROVEMENT PLAN ORDINANCE 2018-21 FIRST READING

Todd Glass: Next is an Ordinance, First Reading, amending the Warrick County Capital Improvement Plan. And, Mr. President, if I may, you might want the red line versions. There's one (1) for Roger even. And the only edits to the Capital Improvement Plan would be to reflect the last amendment on May 14th by passage of County Commissioner Ordinance 2018-09 and this would be adding to the Capital Improvement Plan on Page 4, of the Capital Improvement Plan, Item 31 including South Prospect Drive Project, which included relocating the salt storage facility and upgrading the site to include a new building for the Storm Water Department and District 1 Highway Department Crew and constructing a new larger salt storage building. You're allocating six hundred fifteen thousand dollars ($615,000.00) to that Capital Project. We're also upgrading the Warrick County Courthouse Renovations Capital Expenditures from a hundred and fifty thousand ($150,000.00) to three hundred thousand ($300,000.00). Federal share is zero ($0.00) and local share is a hundred percent (100%) of both projects. The South Prospect Drive being a project anticipated to be completed by December 31, 2019. I believe that takes care of South Prospect Drive update to the Capital Improvement Plan amendment. And it would be Ordinance 2018-21?

Kristine Georges: Yes, Sir.

Todd Glass: That comes right after '20.

Kristine Georges: Yes, it does. Most of the time.

Todd Glass: Now it would be ready, Mr. President for a vote by motion on First Reading.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: I make a motion to approve Ordinance 2018-21 on First Reading.

Commissioner Johnson: I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. President.

BROADBAND ECONOMIC DEVELOPMENT AGREEMENT BETWEEN ECONOMIC DEVELOPMENT DEPARTMENT AND MAINSTREAM FIBER NETWORKS

Todd Glass: Next we have on the agenda the Broadband Economic Development Agreement between Economic Development Department of Warrick County and Mainstream Fiber Networks. I know the Commissioners are well aware of this project. I recommended to both the Board and to the Economic Development Department that this Broadband Economic Development Agreement be approved and entered into by both the Board of County Commissioners and the Department of Economic Development. It's such a significant project of such great importance to the overall economic development of the County. The Commissioners have a prerogative to review and approve the agreement between economic Development and Mainstream. If, if approved by the Board and entered into by Mainstream and Economic Development, they will then proceed with the issuance of Warrick County Development, Economic Development (inaudible) Series 2018 for the funding of the project. And if you have any questions regarding the Economic Development Agreement, I can certainly answer them. But I recommend, this is in proper form and ready for approval and I would recommend approval by the Board in executing the agreement today and then I would provide it to Mr. Herb Davis with Economic Development to go ahead and get the other signatures on it.

Commissioner Saylor: Okay. Do we have a motion for the Broadband Economic Development Agreement?

Commissioner Johnson: I'll make that motion.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. President.

Commissioner Weisheit: Great project.

Commissioner Saylor: Yes, it is.

(Broadband Economic Development Agreement is located on File in the Auditor's Office)

WARRANTY DEED FOR PROPERTY FORM SOUTHWEST INDIANA DISTRICT CHURCH OF THE NAZARENE TO WARRICK COUNTY ON ANDERSON ROAD

Todd Glass: And the last item I have on my agenda. We have two (2) esteemed guests on this matter. And that is regarding a deed, a property from the Southwest Indiana District Church of the Nazarene of Warrick County along Anderson Road for right-of-way acceptance and designation. And maybe Mr. Robinson can briefly explain to the Board what they've got done today.

Dan Robinson: Yeah, it's been kind of a hectic day. But within the last...

Commissioner Saylor: State your name for the record please. Thank you.

Dan Robinson: Dan Robinson, Kyle Dodd, with Warrick Trails. And I believe we were, this was before me, but there was an approval to build trails along Anderson Road as well as other parts of the County. We ran into a little bit of a hiccup along Anderson Road. There's a little lot there that was owned by the Church of the Nazarene. There was no right-of-way or insufficient right-of-way to build the trail. So what we did is we approached the Church and we negotiated a purchase of that right-of-way on behalf of the County really. And so we closed that this morning and I have a signed deed from the Church of Southwest Indiana District of the Nazarene conveying the right of way to the County. So really what we need is the County acceptance and then we can kind of go back and close the transaction and release the money to them. And Mr. Kivett is here and he's the Project Manager. We're going to start coming through there tomorrow. So that's what necessitated the speed of this. And I thank Mr. Glass and his office for working with us and getting this, this time they heard.

Commissioner Saylor: Let's not hold up progress. Do I have a motion?

Commissioner Johnson: Motion.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Dan Robinson: Thank you.

Commissioner Saylor: Thank you.

Commissioner Weisheit: Good job, guys, appreciate it.

Todd Glass: If you, if you want to get that deed, Mr. Dodd, right there, we'll get it recorded.

Dan Robinson: Well, Bosse will send the original one (1) to you by tomorrow. Bosse Title (inaudible).

Todd Glass: That's good.

Commissioner Saylor: Thank you, Gentlemen.

Todd Glass: That's all, Mr. President, thank you.

Commissioner Saylor: Thank you, Counselor.

(Warranty Deed is located on Pages 38 through 39 of these Official Minutes)

COUNTY AUDITOR CERTIFIED CLAIMS

Commissioner Saylor: Our County Auditor, Mrs. Stevens.

Auditor Stevens: Alright. Thank you. I'll start with Certified Claims. I have a total of one million seven hundred forty-five thousand twenty-two dollars and eighteen cents ($1,745,022.18).

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Motion to pay the Claims.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Alright, thank you.

(Certified Claims are located on Pages 39 through 46 of these Official Minutes)

NON-CERTIFIED CLAIMS

Auditor Stevens: I do have a list of Non-Certifieds which I forwarded to you. If you have any questions about any of them before I present them. I have first of all, PC Quest, Health Department. It's a, they do have a contract for maintenance but they do not have a contract for an hourly rate. Total of the Claim is three hundred eight dollars and seventy-five cents ($308.75). Next we have just some items, Non-Certified for mostly credit card purchases, bottled water, go through these a little bit. Peanuts, plates, napkins, coffee. That would be four (4) Claims. Fifth Third Bank, Quill, Office Depot, Posey's Supermarket, Office Depot. Any questions on any of those? No?

Commissioner Saylor: No.

Commissioner Johnson: Not on those.

PROSECUTOR'S OFFICE CLAIM

Auditor Stevens: I'll take that a no. Last Claim I have a Claim to the Main Street United Methodist Church donation, one thousand dollars ($1,000.00) from the Pre-Trial Diversion Fund. This Claim, I actually provided to you the Council's Ordinance for Pre-Trial Diversion. The Ordinance does not include the term Donation and it does not define what a donation is. Number ten (10) of Pre-Trial Diversion Statute states that the donation or the expenditure from the Fund should benefit law enforcement, the Prosecutor's Office or Prosecutor's Office and be approved by the Council. So it's, it's both. And therefore I did not certify the Claim and I don't believe that the donation would meet the Statute or the Ordinance.

Commissioner Saylor: Debbie, were you citing Item 10, any other purpose that benefits the Office of the Prosecuting Attorney or Law Enforcement and is agreed upon by the Council.

Auditor Stevens: And is agreed upon by the Council, that is correct.

Commissioner Saylor: And that is agreed upon by the Council and the Prosecuting Attorney. So, I mean I, I hate to put this on the Council but I've also spoke with Mr. Perry via email and he sent me a copy of the Ordinance 2017-11. I think, did you send the 2017-03? I think that's the County Council Ordinance.

Auditor Stevens: Correct.

Commissioner Saylor: So, unfortunately I've got, I've not had a chance to read this 2017-11 Ordinance...

Auditor Stevens: Is that from the Commissioners?

Commissioner Saylor: Yes.

Auditor Stevens: Okay. The Ordinance to, the Ordinance to spend from Pre-Trial Diversion must come from the Council. I think there was a little bit of confusion on that initially. And the Commissioners were approached for an Ordinance that actually we needed from the Council.

Todd Glass: I don't have it in front of me, Mr. President. But I think that Item 10 is, is meant a widely discretionary subset. And I'd have to look at it, but, unless we know the Council is, disputes the use of the Funds for a purpose that in his discretion he thinks meets those goals. I, I don't, I don't know that it's something that you want to get in the habit of issuing your will over the Prosecutor's discretion on how he wants to use the Funds. I understand where the Auditor's coming from, but I just think that's widely, meant to be widely defined and interpreted unless the Council doesn't want the Funds used for those purposes. There's...

Commissioner Saylor: They should have defined that maybe different?

Todd Glass: I guess. I understand where the Auditor's coming from. But if, if, if the Prosecutor continues to issue those types of requests and the Council doesn't approve of his use of the Funds, they could make that indicated to you so that those Claims are not approved.

Commissioner Saylor: So...

Auditor Stevens: I will say that adding a, a line item with a definition that is not defined by Ordinance or defined prior to the expenditure makes it very difficult to line it up to the Statute for both their Ordinance which is verbatim the Statute for Pre-Trial Diversion.

Todd Glass: Did the Prosecutor in making the Claim for disbursement indicate that that was a subsection of the Ordinance that he was relying on? Subpart 10?

Auditor Stevens: I can't answer that. I can't answer what the intention of the Council were to add a Donation Line to the Fund without amending the Ordinance or adding a definition in the Ordinance.

Todd Glass: But if I remember, I don't have it in front of me, but if I remember Subpart 10 it says all other matters are at the discretion of the Prosecuting Attorney. And if he believes it meets those criteria, otherwise we wouldn't have that subpart.

Auditor Stevens: That the Ordinance says that?

Todd Glass: Um hum?

Auditor Stevens: Do you have the Council Ordinance in front of you?

Commissioner Johnson: No, I don't have it with me.

Commissioner Saylor: Do I? Yes, here's the Council Ordinance and here's our Ordinance. Who wants...?

Auditor Stevens: I think it's number 10. It does, it is a lot of flexibility to make expenditures from the Fund.

Todd Glass: Any other purpose that benefits the Office of the Prosecuting Attorney or Law Enforcement, it was a very wide brushstroke. That meaning practically anything, and that is agreed upon by the Council and the Prosecuting Attorney...are we aware that the Council disputes it?

Commissioner Johnson: I have no idea.

Auditor Stevens: I don't know that the Council has seen the Claim that you all approve. But I'm not sure how putting a roof on a church benefits Law Enforcement and the Prosecutor's Office.

Commissioner Saylor: I asked him that.

Auditor Stevens: Or the Prosecutor's Office. But it's your call.

Commissioner Saylor: I asked him that. He says as you can see the request for this donation for their facility and organization is not necessarily for any religious purposes but rather for secular, secular use of the church in support of Albion Fellows Bacon, Habitat for Humanity, Missions Outreach, Scouting, Studio Bee, that's some of the things this church supports and his feeling that having an organization in the community that will assist with this type of program is, will have a positive impact on our community and helps decrease for potential criminal acts in our community.

Todd Glass: Mr. President, if it makes you feel any better, you can always approve the Non-Certified Claim on, and tomorrow just verify with the Council that they don't dispute it or have any objections to it. You can do that.

Commissioner Saylor: I think I like that.

Commissioner Johnson: So you're saying that approve it contingent on Council...

Todd Glass: Verifying that the County Council agrees to the disbursement.

Commissioner Saylor: Use of the money. Okay.

Commissioner Johnson: I'll make that motion.

Commissioner Weisheit: I'll second it.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

NON-CERTIFIED CLAIMS CONTINUED

Commissioner Johnson: (Inaudible) other Claims?

Auditor Stevens: And then, are you then going to handle the other Non-Certifieds separately, in a separate motion?

Commissioner Weisheit: I make a motion to pay the other Non-Certified Claims as well.

Auditor Stevens: Thank you.

Commissioner Johnson: I'll second.

Commissioner Weisheit: Did we certify the Original Claims, we did, didn't we? We got them all...?

Commissioner Saylor: Yes. Yes.

Commissioner Weisheit: Pay the bills.

Commissioner Saylor: My thing on this is, can, I guess we need, we need to have Aaron have a contract for 'per hour' if I understand you right?

Auditor Stevens: Well, there is nothing that tells me that we contract it for an hourly rate.

Commissioner Saylor: For a per hour fee?

Auditor Stevens: Correct.

Commissioner Johnson: Well, I don't think you can do that necessarily unless, because certain tiers or certain levels of expertise are certain dollar amounts per hour.

Commissioner Saylor: But can't you say Tier 1 this is the rate, Tier 2, this is the rate?

Commissioner Johnson: But that, but that, and then on their Claims when they turn it in, or on their invoice they need to state this was a Level 2 guy, this was a Level 3 guy or whatever in the hourly rate. Is that what you're looking for?

Auditor Stevens: Yes, that's normally what we would see in a contract depending on who did the work. There would be a rate.

Commissioner Johnson: I thought we had that.

Commissioner Saylor: I thought we did too.

Commissioner Johnson: I thought we've seen, I've seen it. So I don't know why you don't have it.

Auditor Stevens: I have a PC Quest Contract for the Health Department, but it doesn't include an hourly rate.

Commissioner Saylor: I thought we had been through this.

Roger Emmons: We have one (1). The Commissioners have one (1) that states the hourly rate.

Auditor Stevens: That has an hourly rate?

Commissioner Johnson: Yes.

Roger Emmons: I believe so.

Commissioner Weisheit: Let's get her a copy of it. If it's not, let's include it.

Auditor Stevens: We have a contract in our office but it does not.

Commissioner Saylor: So you feel comfortable with that Roger that we have one (1)?

Auditor Stevens: It could be that there's another contract. Yes.

Roger Emmons: (Inaudible).

Commissioner Saylor: So we have a motion to approve, a first and a second. Is that right?

Todd Glass: Yes.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries three, zero (3-0). Roger, if you can get her a copy of that that would be great. Thank you, Sir.

Auditor Stevens: Thank you.

Commissioner Saylor: Thank you.

(Non-Certified Claims are located on Page 46 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
SUPPLEMENTAL AGREEMENT WITH CONSULTANT – BELL ROAD

Commissioner Saylor: Next item on the agenda is our, is that all Debbie? Is that all you got?

Auditor Stevens: That's it.

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

Bobby Howard: Okay, the first item I have is in regards to the Bell Road Federal Aide Project. The design proposal to include the retention pond at the northeast corner of Bell and Vann. I do have that, we had an original proposal and this is the final numbers to update the environmental document to do all the surveying and right-of-way services contract. This has been reviewed and approved by INDOT to allow us to proceed with this project. And reiterating that this detention basin ultimately adding not only benefitting the drainage of the area but also the construction costs of the project will be reduced due to the pipes sizing, we can downsize. So the total cost on this is sixty-three thousand four hundred twenty-five dollars ($63,425.00). And it has been sent to INDOT and reviewed and approved and will also send the copies to MPO and if funding is available then eighty percent (80%) of that will be reimbursed.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: (Inaudible).

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

(Bell Road Supplemental Agreement is located on Pages 46 through 49 of these Official Minutes)

BRIDGE 310
CONTRACT PROPOSAL WITH LOCHMUELLER

Bobby Howard: Okay, the next item I have on the agenda is the, you have already approved the proposal with Lochmueller Group for Bridge 310. That was the historic bridge alternative analysis. This was the contract that would amend our original Federal Aid Application Assistance Contract to include that analysis. So this is the twenty-eight thousand dollars ($28,000.00) that we agreed to in proposal form. It's just in contract form for your approval.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

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

Todd Glass: Did everyone vote?

Commissioner Weisheit: Aye. I'm sorry. I made the motion and I kept reading. That is the Meyer Road Bridge right there at Bullocktown, isn't it?

Bobby Howard: Yes, it is the Meyer Road Bridge.

Commissioner Saylor: I thought I was the one (1) that did that.

Commissioner Weisheit: (Inaudible) went to sleep on you, didn't I? I was just seeing if you were checking.

(Contract Proposal with Lochmueller is located on Pages 49 through 50 of these Official Minutes)

LINCOLN AVENUE PHASE III
CHANGE ORDERS 15 AND 16

Bobby Howard: If you're ready, the next items I have are the Change Order 15 and 16 for the Lincoln Avenue Project. Change Order 15 is a weather time delay extension. It was for seven (7) days or eight (8) days, and it has been reviewed and approved by INDOT. It's an eight (8) calendar day time extension. So the completion date intermediate went from August 22nd to August 30th. And we're still well within that schedule for that completion date. And the second Change Order is in relation to the retaining walls on the project. In having some discussion with the design engineer and the construction engineer, we had some concerns with how the vegetation around the fence at the top of these walls would be maintained. So we thought it was in our best interest, instead of adding the sod around this fence location on top of the walls, we would use a little section of number two (2) stone that could be sprayed to, to keep the vegetation out and keep it looking nice along these properties. And that most property owner would rather do that than try to work around that fence. That Change Order is in the total value of four thousand four hundred and eighty-two dollars and ninety-one cents ($4,482.91).

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Bobby Howard: That is all I have.

Commissioner Saylor: That's it, Bobby.

Bobby Howard: Yes, thank you, Sir.

Commissioner Saylor: Thank you.

(Lincoln Avenue, Change Orders 15 and 16, are located on Pages 50 through 55 of these Official Minutes)

COUNTY PURCHASING
OPEN BIDS FOR NEW TRUCK WITH TRADE IN FOR THE BUILDING DEPARTMENT

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

Joe Grassman: Joe Grassman, Purchasing Manager.

Commissioner Saylor: Good afternoon.

Joe Grassman: How do you do? As you know the Building Inspector asked me to get quotes on a new 2019 Dodge Ram truck for his office. He currently, it's a Dodge Ram 1500 pickup, he currently has one (1). A 2017 model with twenty-two thousand (22,000) miles on it. So he wants to, he wants me to see what, what they would sell us one (1) for less the trade value for his existing 2017 purchase. So, I've got three (3) bids here. I'll just open them and read them.

Commissioner Johnson: You need a knife?

Joe Grassman: I got it.

Commissioner Johnson: (Inaudible)

Commissioner Saylor: (Inaudible) papercut.

Joe Grassman: This by the way is from J. Wildeman Autoplex in Mt. Carmel, Illinois. Okay, so I'll call the first bid is his gross bid or his gross quote was twenty-nine thousand eight hundred and sixty-four dollars ($29,864.00). That's twenty-nine thousand eight hundred sixty-four dollars ($29,864.00) for the 2019. He's allowing a trade in allowance of twenty-three thousand five hundred ($23,500.00). Twenty-three-five ($23,500.00). So his next quote for a new truck, a new Dodge truck is six thousand three hundred and sixty-four dollars ($6,364.00). Six-three-six-four ($6,364.00). Next bid is from Sternberg. Sternberg Incorporated in Jasper, their gross quote was twenty-nine thousand nine hundred and sixty-seven dollars ($29,967.00), twenty-nine thousand nine hundred and sixty-seven dollars ($29,967.00). Their trade in allowance was twenty thousand five hundred dollars ($20,500.00). That was twenty thousand five hundred ($20,500.00) making their net quote nine thousand four hundred and sixty-seven dollars ($9,467.00). Nine thousand four hundred sixty-seven dollars ($9,467.00). And finally from Bloomington Community Autoplex in Bloomington, Indiana. Oh, I'm sorry, I'm a little, he forgot, I don't see where, may have to do some addition of our own here. He doesn't have the gross price down here. Well, I can tell you this, the, he's allowing as far as the trade in on the vehicle, he's allowing a trade in allowance of twenty-two thousand five hundred dollars ($22,500.00). Twenty-two thousand five hundred dollars ($22,500.00). His net bid price would be five thousand five hundred and ninety-five dollars and ninety-five cents ($5,595.95). So you have to add those together to get the...

Commissioner Weisheit: That's on the same truck?

Joe Grassman: Yes.

Commissioner Weisheit: Same options?

Joe Grassman: Exactly.

Commissioner Saylor: Joe, my quick calculations comes up to twenty-eight thousand ninety-five dollars and ninety-five cents ($28,095.95).

Joe Grassman: Okay.

Commissioner Saylor: Let me double check my math here.

Bobby Howard: That's what I got too.

Commissioner Johnson: You're off.

Commissioner Weisheit: Twenty-eight thousand ($28,000.00)...

Commissioner Johnson: Twenty-eight thousand zero-ninety-five ($28,095.00).

Commissioner Saylor: I'm using a phone, so...

Bobby Howard: Zero-nine-five-nine-five. (09595)

Commissioner Johnson: I did it in my head.

Commissioner Saylor: You're good.

Joe Grassman: Maybe we better check it.

Commissioner Weisheit: Yeah, I have twenty-eight thousand ninety-five ($28,095.00).

Commissioner Johnson: That's what I got.

Commissioner Saylor: (Inaudible) I got. I'm sorry.

Joe Grassman: Bob, what did you get?

Commissioner Johnson: Twenty-eight thousand ninety-five ($28,095.00).

Commissioner Saylor: That's what I had. What did I say?

Roger Emmons: (Inaudible).

Commissioner Johnson: Nine hundred and ninety-five ($900.95)

Commissioner Saylor: Ah...

Commissioner Weisheit: That's still the lowest bid by close to four hundred dollars ($400.00). It's three hundred sixty-nine dollars ($369.00) cheaper than the other one (1).

Roger Emmons: I wrote down twenty-eight-zero nine-five-nine-five ($28,095.95).

Bobby Howard: That's what I wrote down too, Dan.

Commissioner Saylor: I just ask that the record be checked that I was correct the first time.

Kristine Georges: And I shall send an email out to say who was right.

Commissioner Saylor: To Mr. Johnson, please.

Kristine Georges: Yes, I will.

Commissioner Saylor: Also let the record show he has his phone out. I think he used his phone.

Commissioner Weisheit: Why don't we, I make a motion we just take 'em under advisement. We can award it at the next meeting that way you can check the bids, the prices and make sure the trucks are all the same.

Joe Grassman: Okay.

Commissioner Weisheit: I mean I don't have a problem awarding it to the low bid but I do think it's a good deal for our Building Department. But this is not tax money. This is fee money and you know if we trade the truck, be a little quicker next time. If you trade it every year probably trade a little closer and never have to buy tires and never go out of warranty and keep him in a new vehicle. It's not a bad deal really for that Department.

Commissioner Saylor: Dennis, have you spent any money on that truck yet? Are you getting close like tires and...?

Dennis Lockhart: (Inaudible) tires.

Commissioner Saylor: Which would be what, a thousand dollars ($1,000.00) probably?

Commissioner Johnson: Twelve hundred bucks ($1,200.00).

Commissioner Saylor: Twelve hundred ($1,200.00), okay.

Commissioner Weisheit: And how many miles do you have on it now? Around thirty (30,000)?

Joe Grassman: Twenty-two (22,000).

Commissioner Johnson: Twenty-two (22,000).

Commissioner Weisheit: Twenty-two (22,000). Yeah, I mean it's not a bad deal. So...

Commissioner Saylor: Okay.

Joe Grassman: Gotcha. Just one (1) more thing real quick. Oh, go ahead, I'm sorry.

Commissioner Saylor: Do we need a motion for that?

Commissioner Weisheit: I made the motion to take it under advisement.

Commissioner Saylor: Okay.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries three, zero (3-0) to take it under advisement. Thank you, Commissioner Weisheit.

CONTRACTS FOR ASSESSOR AND PROSECUTOR WITH ALPHA LASER

Joe Grassman: And real quickly, Alpha Laser placed a couple of machines, new copy machines in a couple of offices, the Assessors and Prosecutor's Office. When they do then that office has a new lease that they, that the Commissioners have to sign. All these terms of all these leases, we negotiated that years ago. The only thing that changes is the name of the office and type of machine determines the price the lease amount per month. And that's all in both of these. And I just need signatures.

Todd Glass: And they're in proper form and ready for approval.

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

Commissioner Weisheit: Motion to approve.

Commissioner Saylor: Is there a second?

Commissioner Johnson: Second.

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

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Joe Grassman: Alright.

Commissioner Weisheit: Thanks, Joe.

Commissioner Saylor: Thank you, Joe.

Joe Grassman: Roger, should I leave these with you? Okay. Alright. Thank you.

(Alpha Laser Contracts for Assessor and Prosecutor are located on Pages 55 through 62 of these Official Minutes)

COUNTY SHERIFF

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

Sheriff Kruse: (Inaudible).

Commissioner Saylor: Thank you.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: Commissioner Weisheit?

Commissioner Weisheit: Got everything taken care of for me.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: I'm good, thank you.

Commissioner Saylor: And I have nothing so I need another motion.

Commissioner Johnson: Make a motion to dismiss.

Commissioner Weisheit: Second.

ADJOURNMENT: Meeting adjourned at 5:20 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

Dan Saylor

DAN SAYLOR, PRESIDENT

Robert H. Johnson

ROBERT JOHNSON, JR., VICE PRESIDENT

Marli Weisheit

MARLIN WEISHEIT, MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

2018R-006667
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
08/15/2018 02:31 PM
REC FEE: 0.00
PAGES: 2

STATE OF INDIANA)
COUNTY OF WARRICK) SS:
)

BEFORE THE BOARD OF COMMISSIONERS
OF WARRICK COUNTY, INDIANA

IN THE MATTER OF THE PETITION TO VACATE
ONE (1) PUBLIC UTILITY EASEMENT IN
SHARON HILLS ESTATES SECTION B-1

VACATION NO. 18-19

AN ORDINANCE TO VACATE
A PUBLIC UTILITY EASEMENT

Be it ordained by the Board of County Commissioners of Warrick County, Indiana, as follows:

Section 1. Pursuant to IC 36-7-3-12, a petition was presented to the Board of County Commissioners of Warrick County, Indiana, requesting that the public utility easements described in Section 3 below be vacated.

Section 2. That after due and proper notice, a public hearing was held by the Board of County Commissioners of Warrick County, Indiana, at which time all interested persons were permitted to address said Board.

Section 3. That the Board of County Commissioners of Warrick, County, Indiana, after due investigation and consideration, have determined that the public utility easement hereinafter described will no longer be used and that it is in the public interest to vacate said public utility easement being more particularly described as follows:

6' Public Utility Easement for Lot 1 @ 5644 Inverness Drive Newburgh, IN 47630:

Part of Lot 1 of Sharon Hills Estates Section "B-1" Subdivision as per plat thereof, recorded as Instrument # 2004R-002985 in the Office of the Recorder of Warrick County, Indiana and located in the Southeast Quarter of Section 36, Township 6 South, Range 9 West, and being more particularly described as follows:

Commencing at the Northwest corner of said Lot 1; thence along the West line of said Lot 1, South 00°49'13" West 195.00 feet; thence North 90°00'00" East 15.00 feet to the point of beginning; thence

1st: North 90°00'00"East 132.46 feet; thence

2nd: South 34°24'50" East 7.27 feet; thence

3rd: South 90°00'00" West 136.64 feet; thence

4th: North 00°49'13" East 6.00 feet to the point of beginning, containing 807.19 square feet more or less.

And said public utility easement as above described is hereby vacated.

PAT BROOKS RECORDER DOCUMENT NUMBER 2018R-006667 PAGE: 1 OF 2

Section 4. The County Auditor shall furnish a copy of the ordinance to the County Recorder to recording.

Section 5. This ordinance shall be in full force and effect from and after the date hereof.

PASSED this 13th day of August, 2018.

BOARD OF COUNTY COMMISSIONERS OF
WARRICK COUNTY, INDIANA

By _____ Commissioner

By _____ Commissioner

By _____ Commissioner

_____ Secretary

PAT BROOKS RECORDER DOCUMENT NUMBER 2018R-006667 PAGE: 2 OF 2

RESOLUTION NO. 2018-15

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA APPROVING ASSIGNMENT OF WARRICK COUNTY TAX SALE CERTIFICATE HELD BY THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

WHEREAS, the Board of Commissioners of Warrick County, Indiana (the "Commissioners") have acquired liens and received tax sale certificates on certain parcels of real estate in Warrick County pursuant to Indiana Code 6-1.1-24-6; and

WHEREAS, the Commissioners and Boonville Now, Inc., have identified a certain parcel located at 3233 Pelzer Road, Boonville, Indiana 47601, Parcel Number 87-13-24-100-027.000-002, upon which the Commissioners have acquired a lien to be potentially appropriate to seek eligibility in the Blight Elimination Program (the "BEP") administered by the Indiana Housing and Community Development authority (the "Assignment Parcel"); and

WHEREAS, Boonville Now, Inc., a non-profit corporation with its offices and principal place of business in Boonville, Warrick County, Indiana, is willing to investigate the Assignment Parcel for eligibility in the BEP and to identify whether the Assignment Parcel is eligible for and should be submitted to the BEP; and

WHEREAS, the Parties understand and acknowledge that Boonville Now, Inc., may not select the Assignment Parcel to the BEP; and

WHEREAS, the Commissioners are authorized pursuant to Indiana Code 6-1.1-24-6.7 and Indiana Code 6-1.1-24-17 to transfer the tax sale certificates to nonprofit entities; and

WHEREAS, Boonville Now, Inc., is willing to accept transfer of the lien certificate and accept the responsibility to follow the statutory requirements to obtain title to the Assignment Parcel at the sole cost and expense of Boonville Now, Inc.; and

WHEREAS, notice was published and a public hearing was held to discuss and hear any opposition to the transfer of the lien certificate of the Assignment Parcel to Boonville Now, Inc., all pursuant to Ind. Code 6-1.1-24-17, and notice was issued to those municipalities as required pursuant to Ind. Code 6-1.1-24-6.2.

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

That the tax sale certificate for the property located at 3233 Pelzer Road, Boonville, Indiana 47601, Parcel Number 87-13-24-100-027.000-002, is hereby transferred from the Board of Commissioners of Warrick County, Indiana, to Boonville Now, Inc., a nonprofit entity, and Boonville Now, Inc., shall proceed according to any statutory requirements to obtain title to said property at the sole cost and expense of Boonville Now, Inc.

RESOLUTION NO. 2018-15

Passed and adopted by the Board of Commissioners of Warrick County, Indiana this 13th day of August, 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

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

CERTIFICATE OF COMPLIANCE
Plan and Specifications – Street Construction

Submission Date:
Probable Start Construction: SEPTEMBER 2018
Probable Finish Construction: DECEMBER 2018
Project Location: 71 77 OAK GROVE RD PP-18-09

Describe in detail type of street construction:

PROPOSED SUBDIVISION
THREE PINE BLUFFS

SIDEWALKS

Name of Street:	No. of Lineal Ft.:	Est. Cost of Construction:
		$
TOTAL		$

Name the Streets the Area Plan Commission has required sidewalks and what is the estimated cost of their construction:
SIDEWALK 230' = $3,300

Total Estimated Cost of Street and Sidewalk Construction is $ 3,300

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

Owner/Owners Name: Gerald Lewis
(Typed)
Signature: Gerald Lewis
Address:

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

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

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

Signature:
Typed Name: GREGORY A. KISSER
Engineer _____ Licensed Land Surveyor ✓ Ind. Reg. No. 20700076
Address: 1263 E. 300 S. Ft. Branch, IN 47648 Phone No.: 632-8831
SEAL

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

Signature:
Typed Name: GREGORY A. KISSER
Engineer _____ Licensed Land Surveyor ✓ Ind. Reg. No. 20700076
Address: 1263 E. 300 S. Ft. Branch, IN 47648 Phone No.: 632-8831
SEAL

Reviewed By: Area Plan Commission
Date: _____ Comments: _____
By: _____

Reviewed By: County Engineer
Date: _____ Comments: _____
By: [signature]

(If needed additional space provided on back page)

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS
13th DAY OF August, 2018

PRESIDENT

MEMBER

MEMBER

ATTEST:

COUNTY AUDITOR

Additional Space for Comments:

Four (4) Copies of the Certificate of Compliance accompanied by Six (6) copies of the plans and specifications for street construction shall be submitted to the Board of County Commissioners for approval. Approved copies shall be filed with the offices of the Area Plan Commission and

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

812.464.9565 office 812.464.2514 fax
4800 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

July 19, 2018

Warrick County Highway Engineering
Attn: Bobby Howard
107 W Locust Street - Courthouse, Room 208
Boonville, IN 47601

Re: Park Place V PUD
Renewal of Commercial Driveway Surety 2017-056-C
Morley Project # 5063

Bobby,

On behalf of our client Maken Corporation, we are requesting a one year extension for the above referenced surety. One of the two driveways have been installed. The developer anticipates completing the second driveway in September to open for business.

APC is holding a check for $9,541.50 and we request that the surety be held until both driveways are certified completed.

Please let me know if you have any questions.

Thank you,

Jeramy Elrod, Civil Staff Engineer

cc: Maken Corporation
APC

BOARD OF COMMISSIONERS:

President

Member

Member

ATTEST:

Auditor
Date: 8/14/18

C-17-075
Commercial Entrance Construction
$15,000 LOC
Lot 1 of Engelbrecht Place Section 2 Phase IV

BOARD OF COMMISSIONERS:

President

Member

Member

ATTEST:

Auditor
Date: 8/14/18

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

August 3, 2018

Warrick County Area Plan Commission
107 W. Locust St. #201
Boonville, IN 47601

Attention: Sherri Rector

RE: Re-plat of Lot 1 of Engelbrecht Place Section 2 Phase IV (Entrance to Lot 1 Acceptance)

The undersigned hereby certifies that the entrance of Re-plat of Lot 1 has been completed as per attached entrance plans and in accordance with the Warrick County Commissioners approved entrance plan. C-17-75

We request that Country-Ayre Bond in the amount of $15,000.00 be released.

The entrance was completed by T K Construction (concrete, curb and gutter) and Metzger Construction did the asphalt paving.

Certified By Douglas J. McDonald Date 8/3/18

If you have any questions please call or e-mail me at the above number.

Sincerely,

James H. Biggerstaff
President

Encl.

DOUGLAS J. McDONALD REGISTERED PE 910322 STATE OF INDIANA PROFESSIONAL ENGINEER
8/3/18

Auditor

CHANGE ORDER No. 2

Bid Set Number 6

Date 7-30-18

Contractor: Jerry Aigner Construction Inc.

Owner: Warrick County Commissioners

Project Address: 4677 Smith Road, Boonville

1	Haul in rock for driveway	$800.00

Original Contract Amount: $ 175,214.00

Amount of Previous Change Order: $ 18,600.00

Amount of this Change Order: $ 800.00

Revised Contract Amount: $ 194,614.00

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

Commission President — Date: 8-13-18

ATTEST:

Auditor — Date 8/13/18

JERRY AIGNER CONSTRUCTION

Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

February 22, 2018

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

RE: Blight Property Change Order – 4677 Smith Road, Boonville, IN

- Haul in rock for driveway

Bid Price: $800.00

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

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

Auditor

CHANGE ORDER No. 2

Bid Set Number 7

Project Address: 404 E Chestnut Street, Boonville,
113 W Oak Street, Boonville
811 S 3rd Street, Boonville
711 Poplar Street, Boonville
408 E Cheatnut Street, Boonville
810 E Main Street, Boonville
1103 N. 3rd Street, Boonville
224 E. Sycamore Street, Boonville
3211 S Pelzer Road, Boonville

Date 7-30-18

Contractor: Jerry Aigner Construction Inc.

Owner: Warrick County Commissioners

1	Removal of 1 large maple tree	$2,000.00
2	Fill cistern, removal of tree	$2,300.00
3	Fill cistern, removal of 2 large trees	$5,900.00
4	Removal of 2 large trees; removal of extra debris	$4,800.00
5	Removal of 2 large trees	$3,200.00
6	Removal of 2 large trees	$3,800.00
7	Removal of extra debris in back of property	$1,500.00
8	Removal of large tree/retaining wall	$4,000.00
9	Fill in a cistern/removal of a large tree	$5,400.00

Original Contract Amount: $ 83,250.00
Amount of Previous Change Order: $ 16,950.00
Amount of Current Change Order: $ 32,900.00
Revised Contract Amount: $ 132,100.00

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

Commission President — Date: 8-13-18

ATTEST:

Auditor — Date: 8/13/18

JERRY AIGNER CONSTRUCTION — Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

June 4, 2018

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

RE: Blight Property Change Order – 404 E Chestnut Street, Boonville, IN 47601

- Removal of maple tree — **Bid Price: $2,000.00**

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

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AIGNER CONSTRUCTION — Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

June 29, 2018

Debra Bennett-Stearsman
Vice President Development & Training
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiania.org

RE: Blight Property Change Orders – 113 W Oak Street, Boonville, IN 47601

- Fill cistern — **Bid Price: $1,900.00**
- Removal of tree — **Bid Price: $ 400.00**

Should you have any questions, pleases contract me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AGNER CONSTRUCTION

Office: 812-897-5015

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

June 29, 2018

Debra Bennett-Stearsman
Vice President Development & Training
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiania.org

RE: Blight Property Change Orders – 811 S. 3rd Street, Boonville, IN 47601

- Fill cistern **Bid Price: $2,900.00**
- Removal of 2 large trees **Bid Price: $3,000.00**

Should you have any questions, pleases contract me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AGNER CONSTRUCTION

Office: 812-897-5015

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

June 29, 2018

Debra Bennett-Stearsman
Vice President Development & Training
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiania.org

RE: Blight Property Change Orders – 711 Poplar Street, Boonville, IN 47601

- Removal of two large trees **Bid Price: $3,800.00**
- Removal of extra debris **Bid Price: $1,000.00**

Should you have any questions, pleases contract me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AGNER CONSTRUCTION

Office: 812-897-5015

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

June 29, 2018

Debra Bennett-Stearsman
Vice President Development & Training
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiania.org

RE: Blight Property Change Orders – 408 E Chestnut Street, Boonville, IN 47601

- Removal of two trees **Bid Price: $3,200.00**

Should you have any questions, pleases contract me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AGNER CONSTRUCTION

Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

June 29, 2018

Debra Bennett-Stearsman
Vice President Development & Training
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiania.org

RE: Blight Property Change Orders – 510 E Main Street, Boonville, IN 47601

- Removal of two large trees

Bid Price: $3,800.00

Should you have any questions, pleases contract me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AGNER CONSTRUCTION

Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

June 29, 2018

Debra Bennett-Stearsman
Vice President Development & Training
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiania.org

RE: Blight Property Change Orders – 1103 N Third Street, Boonville, IN 47601

- Removal of extra debris in back of property.

Bid Price: $1,500.00

Should you have any questions, pleases contract me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AGNER CONSTRUCTION

Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

June 29, 2018

Debra Bennett-Stearsman
Vice President Development & Training
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiania.org

RE: Blight Property Change Orders – 224 E. Sycamore Street, Boonville, IN 47601

- Removal of large tree/retaining walls

Bid Price: $4,000.00

Should you have any questions, pleases contract me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AIGNER CONSTRUCTION

Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

June 29, 2018

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

RE: Blight Property Change Order – 3211 S Pelzer Road, Boonville, IN 47601

- Fill in a cistern

Bid Price: $2,900.00

- Removal of a large tree

Bid Price: $2,500.00

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

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

EVAPAR
THE POWER PEOPLE
ESTABLISHED 1912

PREVENTATIVE MAINTENANCE AGREEMENT

This quote includes a major PM service (1 visit per year). Any change in service request would require a new quote. The charge for this maintenance will be as listed below.
*Annual Rate Payable in Advance**

Make	Model No.	Serial No.	Location	Rate
Generac 100kW	88A02173-S	886623	County Jail	$490.00
Generac 35kW	88A02197-S	2041300	Justice Center	$430.00
Generac 20kW	Guardian	6084920	Courthouse	$380.00
			Annual Total:	$1,300.00

This agreement does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature or altering the equipment. EVAPAR shall not be responsible for failure to render the service for causes beyond its control, including strikes and labor disputes. This agreement is not assignable without the consent of EVAPAR and will remain in force until cancelled by either party through written notice to the other.

CUSTOMER		EVAPAR	
Owner	Warrick County Commissioners	Signatue	Robin Alvey
By	Date 8/13/18	Date	7/20/2018
Address	107 W Locust, Suite 301 Boonville IN 47601		
Contact Person	Jail: Chief Deputy Mike Wilder JC & CH: Brad Downing, Maintenance		
Phone	Jail: 812-897-6180 JC & CH: 812-431-2717		
Date	08/13/2018	Account	420056

*This is a Pre-Paid agreement. The entire amount of is to be paid in full prior to any services being rendered. Issued Purchase Orders do not constitute payment. Upon receipt of payment, agreed upon services can be scheduled for execution DZ (Initial)

9000 N Kentucky Ave. Evansville, IN 47725 Phone: 812-867-8500 Fax: 812-867-2388	11120 Plantside Drive Louisville, KY 40299 Phone: 502-267-6215 Fax: 502-267-6208	3451 Developers Road Indianapolis, IN 46227 Phone: 317-783-5434 Fax: 317-783-5471	3810 Concept Court Ft. Wayne, IN 46809 Phone: 260-417-7400 Fax: 260-417-7403

PREVENTATIVE MAINTENANCE
SCOPE OF WORK

This Preventative Maintenance Agreement is entered into by EVAPAR and the owner to perform preventative maintenance service on the equipment listed on this agreement. EVAPAR will perform one (1) Full Service visit annually. Work is to be scheduled and performed during regular business hours.

This scope of work to be performed includes labor, parts, travel time and mileage for the equipment listed on this agreement. Any additional work, recommended or required, will be brought to owner's attention. Upon approval, additional work will be performed for agreed upon charge.

Engine
- Inspect air filter, clean/replace as needed
- Adjust, clean and/or replace all spark plugs
- Check condition/tension of belts (adjust as needed)
- Check/clean ignition system, distributor, coils, wires (if applicable)
- Check fuel lines for leaks/damage
- Check flexible fuel line connections
- Lubricate governor and linkage
- Inspect hoses, clamps for any air intake restrictions

Oil System
- Change oil (annually)
- Change oil filters (annually)
- Oil Sample (optional)
- Inspect for leaks

Cooling System
- Check radiator coolant level
- Test/record anti-freeze temperature
- Test/record anti-freeze nitrites
- Check for leaks
- Check all hoses
- Check operation of engine block heater

Battery
- Inspect/clean terminal on cables
- Clean and grease battery post/cable
- Check battery fluid level
- Check/record battery volts/amps
- Check/record charger volts/amps
- Check/record alternator volts/amps
- Load test or perform specific gravity test

Starting System
- Check start solenoid terminals
- Check starter connections

Electrical
- Inspect control panel: check gauges, meters and indicator lights
- Visually inspect electrical connections
- Inspect main line circuit breaker
- Check generator output voltage
- Visually inspect generator and exciter windings

Fuel System
- Change fuel filter(s) annually
- Check for fuel leaks
- Clean/inspect fuel bowl or water separator (if applicable)
- Check injection pump lines
- Check nozzle supply, return lines and fittings
- Check day tank operation and record level
- Check fuel transfer pump
- Check fuel solenoid
- Check fuel pressure regulator
- Inspect fuel tank and rupture basin for leaks

Exhaust System
- Visually inspect for leaks/damage
- Visually inspect flexible exhaust
- Drain condensation trap

Operating Check
- Run and inspect for proper oil pressure, coolant/oil temperature, alternator charger rate, generator voltage and frequency
- Record all gauge and meter readings
- Check for leaks and excessive vibration
- Test all safety shutdown devices
- Check operation of louvers (if applicable)

Automatic Transfer Switch
- Inspect ATS & enclosure for corrosion, moisture
- Inspect controls and calibrate as needed
- Check and verify operation of exercise clock
- Record normal and emergency frequency and voltage at ATS connection
- Perform power failure or building load test (with approval): check/record amperage and voltage on each leg
- Check transfer switch contacts for voltage drop (normal and emergency)
- Return all switches into proper operating mode

Reports and Instruction
- Submit inspection/test report to owner with any recommendations of future work/parts required
- Instruct owner personnel in operating or upkeep procedure

EVAPAR
THE POWER PEOPLE SINCE 1912

"Official Backup Power Provider of the Indianapolis Colts"

POWER GENERATION
INDUSTRIAL ENGINES - COMPRESSED AIR
SALES - SERVICE - PARTS - RENTAL
www.evapar.com

800-459-5244 WWW.EVAPAR.COM

9800 N. KENTUCKY AVE. EVANSVILLE, IN 47725 812 867 5500 | 1100 PRAIRIE DRIVE LOUISVILLE, KY 40299 502-491-7272 | 2431 CLEVELAND ROAD INDIANAPOLIS, IN 46202 317-784-6101 | 3818 CONCERT AVENUE FT. WAYNE, IN 46805 260-747-7415 | 10004 VISTA DRIVE OLIVE BRANCH, MS 38654 662-893-0444

INVOICE

BILL TO: Warrick County Commissioners
107 W Locust, Suite 301
Boonville IN 47601

SHIP TO: 3 locations (see below)

INVOICE NO.: 07202018PM14
INVOICE DATE: 7/20/2018
CUSTOMER NO.: 420056

REMIT PAYMENT TO: Accounts Receivable
9000 N. Kentucky Ave.
Evansville, IN 47725

PURCHASE ORDER:
CONTACT NAME/#: Roger Emmons 812-897-6120

PAYMENT TERMS: pre-paid account
SHIPPING TERMS: service

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1	PM Agreement	PM agreement for 3 generator(s):		$ 1,300.00
		GENERAC 100kW - COUNTY JAIL M/N: 88A02173-S S/N: 886623	$ 490.00	
		GENERAC 35kW - JUSTICE CENTER M/N: 98A02197-S S/N: 2041366	$ 430.00	
		GENERAC 20kW - COURTHOUSE M/N: GUARDIAN S/N: 5684820	$ 380.00	
		ONE MAJOR SERVICE ANNUALLY ON EACH UNIT		

It is agreed that the buyer will pay all invoices in accordance with its stated terms. Interest will be assessed on all delinquent invoices at the rate of 1.5% per month (18% APR) together with any court costs, attorney's fees and the costs of collections the seller may incur in enforcing the terms of this agreement. This agreement shall be deemed made and executed in Vanderburgh County, IN, and venue for any legal proceedings herein shall be in Vanderburgh County, IN.

NON-TAXABLE SUBTOTAL	$	-
TAXABLE SUBTOTAL	$	-
TAX 0%		
TOTAL DUE:	$	1,300.00

FIXED ASSET NOTIFICATION FORM

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

DATE OF TRANSACTION: June 29, 2018
ACCOUNT NO: 1177-000-9420.00 Equipment P.O. NO:
ESTIMATED LIFE EXPECTANCY: min 5 years MILEAGE OR HOURS: 0/New
CIP NUMBER: LOCATION: Storm Water Building
SERIAL OR VIN NUMBER: 2000001780\003
TOTAL/PARTIAL VALUE OF ASSET: $10,000.00
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: C801 Assembly Crawler replacement
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: Cobra Technologies MODEL NO: C 801
YEAR: 2018 LICENSE NO: *ATTACH COPY OF REGISTRATION*
GROSS VEHICLE WEIGHT: NA *TRUCKS ONLY* TYPE OF FUEL: NA
IF DISPOSED - METHOD: SOLD $ TRADED JUNKED SCRAPPED
STOLEN/WRECKED END-OF-LEASE TRANSFERRED TO:
(ATTACH POLICE REPORT)
DATE BOARD APPROVED: Storm Water Board May 14, 2018
(ATTACH COPY OF MINUTES)
DATE COUNCIL APPROVED:
(REAL PROPERTY VALUE > $9,999)
DATE BOARD APPROVED: August 13, 2018 SIGNATURE: Dan Saylor / President
PERSON RESPONSIBLE: *SIGNATURE* Roger E. Emmons, Administrator *PRINTED NAME*
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: X Steven A. Sherwood, PE/PLS, Storm Water Director
IF TRANSFERRED
RECEIVING PERSON'S SIGNATURE:
PRINTED NAME:

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

OSG
energy systems group

INVOICE

Invoice No: 020-0011494
Invoice Date: 07/30/2018
Job No: 020176.18.C00
Terms: Net 30 Days

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

Balance Due
$256,891.04

Description	Total
Warrick County Courthouse - Payment Application #2 Guaranteed Energy Savings Performance Contract - Contract Dated May 14, 2018	$270,411.62

Sub-Total	$270,411.62
5% Retainage	($13,520.58)
Balance Due:	$256,891.04
Net 30 Days	

Remit Information:

For ACH (Automated Clearing House) transmittal:
ABA: 083000041 Fifth Third Southern Indiana (Evansville, IN)
For the Benefit of Energy Systems Group LLC
Account 101480880

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

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

Rachel Petersen, Project Accountant
Energy Systems Group, LLC
9877 Eastgate Court, Newburgh, IN 47630
T: 812-492-3767 | F: 833-834-0320 | rpetersen@osg.email

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

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

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

APPLICATION NUMBER: 2
APPLICATION DATE: July 30, 2018
PERIOD TO: July 31, 2018
ESG JOB NUMBER 0201175.18.C00

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

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

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

Please Remit To

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

RACHEL DIANE PETERSEN
Notary Public, State of Indiana
Vanderburgh County
Commission Number 671815
My Commission Expires
June 27, 2026

CONTRACT FOR:

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

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

1. ORIGINAL CONTRACT SUM		$6,143,876.00
2. Net change by Change Orders		$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$6,143,876.00
4. TOTAL COMPLETED & STORED TO DATE		$1,806,005.62
5. RETAINAGE: a. 5% of Total Completed & Stored To Date (Column I of G703)	$ 90,300.28	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$1,715,705.34
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$1,458,814.30
8. CURRENT PAYMENT DUE		$256,891.04
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 8)		$4,428,170.66

CONTRACTOR:
By: Drew Bailey, Vice President Date: 7/30/2018
State of: Indiana
County of: Warrick
Subscribed and sworn to before me this 30th day of July, 2018
Notary Public: Rachel Diane Petersen
My Commission expires: June 27, 2026

Owner Approval:
Dan Sayler
Dan Sayler
Warrick County Commissioners Office

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

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

G702-1992

CONTINUATION SHEET

Based on AIA DOCUMENT G703

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

APPLICATION NUMBER: 2
APPLICATION DATE: 7/31/2018
PERIOD TO: 7/31/2018
ESG JOB NUMBER 0201175.18.C00

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 5%
1	Engineering & Mobilization	1,535,594.00	1,535,594.00	-		1,535,594.00	100.00%	-	76,779.70
2	Courthouse Electrical Upgrades	753,818.36		37,690.92		37,690.92	5.00%	716,127.44	1,884.55
3	Courthouse Judicial Center Lighting	225,885.53		22,588.55		22,588.55	10.00%	203,296.98	1,129.43
4	Courthouse and Judicial Center HVAC Upgrades	2,010,465.41		100,523.27		100,523.27	5.00%	1,909,942.14	5,026.16
5	Courthouse Restroom and Plumbing Upgrades	295,094.05		44,264.11		44,264.11	15.00%	250,829.94	2,213.21
6	Courthouse Exterior Improvements	669,570.95		-		-	0.00%	669,570.95	-
7	Courthouse Interior Improvements	653,447.70		65,344.77		65,344.77	10.00%	588,102.93	3,267.24
							%		
	PROJECT TOTALS	6,143,876.00	1,535,594.00	270,411.62	0.00	1,806,005.62	29.40%	4,337,870.38	90,300.28

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

EXHIBIT B-1
LIEN RELEASE AND WAIVER FOR PROGRESS PAYMENT

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

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

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

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

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

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

5. The undersigned warrants that upon receipt of $256,891.04, the underlying payments will be made with (7) seven days in all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has required materials incorporated into the project and any lien or bond claimant relating to the undersigned's work and that none of such laborers, subcontractors, suppliers, or materialmen, or claimants has any claim, demand, or lien against the project. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

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

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

IN WITNESS WHEREOF, this Lien Release and Waiver for Progress Payment has been executed on this 30th day of July, 2018.

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

STATE OF Indiana)
COUNTY OF Warrick) SS:

SUBSCRIBED and sworn to before me, a Notary Public, in and for this County and State, this 30th day of July, 2018.

Rachel Diane Petersen
(Notary Public)

Rachel Diane Petersen
(Printed Name)

County of Residence: Vanderburgh
My Commission Expires: June 27, 2026

RACHEL DIANE PETERSEN
Notary Public, State of Indiana
Vanderburgh County
Commission Number 671815
My Commission Expires
June 27, 2026

Southeast Region
9877 Estate Court
Newburgh, Indiana 47630

Submittal #17.0

Project: 0201175.1R.000 - (IN) Warrick County Courthouse
165 W State Route 62, Boonville, IN 47601
Boonville, Indiana

Judicial Center Lighting

SPEC SECTION:		SUBMITTAL MANAGER:	Ryan Baker (Energy Systems Group, LLC)
STATUS:	Open	DATE CREATED:	05/31/2018
ISSUE DATE:		REVISION:	0
RESPONSIBLE CONTRACTOR:	Mounts Electric	RECEIVED FROM:	Rick Wal
RECEIVED DATE:		SUBMIT BY:	06/15/2018
FINAL DUE DATE:	08/14/2018	LOCATION:	Warrick County>Judicial Center
TYPE:	Product Information	COST CODE:	

APPROVERS: Rory Seagart (Energy Systems Group, LLC), Roger Emmons (Warrick County Commissioner Office)

BALL IN COURT:
Roger Emmons (Warrick County Commissioner Office)

DISTRIBUTION:

DESCRIPTION:
Judicial Center Lighting Submittals.

ATTACHMENTS:
Warrick Lighting Submittals_Judicial Center.pdf

SUBMITTAL WORKFLOW

NAME	SUBMITTER/ APPROVER	SENT DATE	DUE DATE	RETURNED DATE	RESPONSE	ATTACHMENTS	COMMENTS
Rory Seagart	Approver	7/3/2018	7/31/2018	7/20/2018	Approved		
Roger Emmons	Approver		8/14/2018		Pending		

BY DATE COPIES TO

Southeast Region Page 1 of 1 Printed On: 07/20/2018 08:53 AM

Boonville, IN 47601
Phone: (812) 897-6120
Fax: (812) 897-6169

Submittal #2
no attachments

From: Energy Systems Group [mailto:ESG_notifications@procoretech.com]
Sent: Wednesday, August 1, 2018 4:09 AM
To: roger@warrickcounty.gov
Subject: You have 4 overdue Submittals

Energy Systems Group, LLC

DO NOT REPLY TO THIS EMAIL

This is a notification sent from an unmonitored email address.

4 submittals assigned to you are overdue.

1st Overdue Submittal (of 4)

Project:	(IN) Warrick County Courthouse
Submittal #:	2.0
Title:	Courthouse Design Drawings
Type:	Plans
Responsible Contractor:	Midwest Roofing - Sheet Metal

3

Received From:	Mike Weber
Final Due Date:	07/26/18
Attachments:	None
Link:	https://app.procore.com/623416/project/submittal_log/show/9686206

2nd Overdue Submittal (of 4)

Project:	(IN) Warrick County Courthouse
Submittal #:	3.0
Title:	Courthouse Daikin Equipment
Type:	Product Information
Responsible Contractor:	Midwest Roofing - Sheet Metal
Received From:	Mike Weber
Final Due Date:	07/26/18
Attachments:	SDS_Warrick County Courthouse.pdf
Link:	https://app.procore.com/623416/project/submittal_log/show/9686223

3rd Overdue Submittal (of 4)

Project:	(IN) Warrick County Courthouse
Submittal #:	23.0
Title:	IT System Product Information
Type:	Product Information

4

Submittals on Cleaners Solvents & 5/13/2018

MMI

Midwest Maintenance, Inc.

101 Fox Drive
Piqua, Ohio 45356
Ph. (937) 773-9236
Fax (937) 773-8643

4013 Enterprise Court
Augusta, Georgia 30907
Ph. (706) 855-8888
Fax (706) 855-8837

Submittal

Job: C8-014
Architect/Owner Job #:
Warrick County Courthouse
107 W Locust Street
Suite 301
Boonville, IN 47601

Spec Section No: 04.5006
Submittal No: 1
Revision No: 0
Sent Date:

Spec Section Title: Masonry
Submittal Title: Simpson StrongTie AT-XP

Contractor:
Midwest Maintenance, Inc.

Contractor's Stamp
Midwest Maintenance Inc.
Reviewed & Approved
For Construction
Sign 5-30-18 Date

Owner 2:
Energy Systems Group
Seagert, Rory

Architect's Stamp

Engineer's Stamp

Simpson Strong-Tie® Anchoring & Fastening Systems for Concrete and Masonry

SIMPSON Strong-Tie

AT-XP® High-Strength Acrylic Adhesive

Formulated for high-strength anchorage of threaded rod and rebar into cracked and uncracked concrete and masonry under a wide range of conditions, AT-XP™ adhesive dispenses easily in cold or warm environments and in below-freezing temperatures with no need to warm the cartridge. When mixed properly, the low-odor formula is a dark teal color for easy post-installation identification.

Adhesive Anchors

Features

- Passed the demanding ICC-ES AC308 adverse-condition tests pertaining to reduced and elevated temperatures and long-term sustained loads
- Code listed under the IBC/IRC for cracked and uncracked concrete per IAPMO UES ER-263 and City of L.A. RR25960
- Code listed under the IBC/IRC for masonry per IAPMO UES ER-261 and City of L.A. RR25966
- 10:1 two-component high-strength, acrylic-based anchoring adhesive
- Suitable for use under static and seismic loading conditions in cracked and uncracked concrete as well as masonry
- Easy hole-cleaning procedure – no power-brushing required
- Suitable for use in dry or water-saturated concrete
- For best results, store between 14°F and 80°F
- Cure in substrate temperatures as low as 14°F (–10°C) in 24 hours or less
- Available in 9.4 oz., 12.5 oz. and 30 oz. cartridges for application versatility
- Volatile Organic Compound (VOC) – 39 g/L
- Manufactured in the USA using global materials

Applications

- Threaded rod anchoring and rebar dowelling into concrete and masonry
- Suitable for horizontal, vertical and overhead applications

Codes: IAPMO UES ER-263 (concrete); IAPMO UES ER-261 (masonry); City of L.A. RR25960 (concrete), RR25966 (masonry); FL-16230.1; NSF/ANSI Standard 61 (43.2 in.,71,000 gal.)

Chemical Resistance

See pages 320–321.

AT-XP™ Adhesive

Cracked Concrete

Installation and Application Instructions

(See also pages 124–127.)

- Surfaces to receive adhesive must be clean.
- Base material temperature must be 14°F or above at the time of installation. For best results, material should be 14–80°F at time of application.
- To warm cold material, store cartridges in a warm, uniformly heated area or storage container. Do not immerse cartridges in water to facilitate warming.
- Mixed material in nozzle can harden in 3–4 minutes at temperatures of 70°F and above.

Design Example

See page 328.

Suggested Specifications

See www.strongtie.com for more information.

Simpson Strong-Tie® Anchoring & Fastening Systems for Concrete and Masonry

SIMPSON Strong-Tie

AT-XP® High-Strength Acrylic Adhesive

AT-XP™ Adhesive Cartridge System

Model No.	Capacity ounce (cubic inches)	Cartridge Type	Series Qty.	Dispensing Tool	Mixing Nozzle
AT-XP16	9.4 (16.1)	Coaxial	6	CDT10S	
AT-XP12S	12.5 (22.5)	Side-by-side	10	ADT*12S	ASM10D
AT-XP30	30 (54)	Side-by-side	5	AD1300S AD1430S[3] or AD1430CKT	

1. Cartridge information certified and available at www.strongtie.com/mpm.
2. Detailed information on dispensing tools, mixing nozzles and other adhesive accessories is available on pages 128 through 138 or at www.strongtie.com.
3. Use only Simpson Strong-Tie® mixing nozzles in accordance with Simpson Strong-Tie installation instructions. Manufacturer's improper use of mixing nozzle may impair AT-XP adhesive performance.
4. One ASM10D mixing nozzle and one nozzle extension are supplied with each cartridge.

Adhesive Anchors

Cure Schedule

Base Material Temperature °F	Base Material Temperature °C	Cure Time Dry
14	-10	24
32	0	6
50	10	3
68	20	1
86	30	30 min.
100	38	20 min.

*For water-saturated concrete, the cure times must be doubled.

Submittal #35 is located on file in its entirety in the Auditor's Office.

Deed Cross Reference: Instrument No. _____

GRANT OF TEMPORARY ACCESS FOR ENTRYWAY REHABILITATION

WHEREAS, the City of Boonville (the "City") is undertaking a sidewalk replacement, rehabilitation, and/or construction project ("Project") adjacent and/or connected to the Real Estate (defined below) owned by Warrick County, Indiana ("Grantor" or "Property Owner"); and

WHEREAS, the sidewalk and City right-of-way extend to the building line of Grantor's Real Estate (the "Rehabilitated Sidewalk"), where a paved entryway extends from the public sidewalk to the entrance of the Grantor's building (the "Entryway"); and

WHEREAS, Grantor desires and the City is willing to undertake the rehabilitation of the Entryway pavement of the Real Estate as a part of the Project; however, the rehabilitated Entryway will be owned by and the responsibility of Property Owner and not the City, and the City will have no liability with respect to such entryway.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City, and its successors and assigns, a grant of temporary access and right-of-way to place, construct, reconstruct, and install an entryway and all other necessary, incidental, auxiliary, or related facilities and structures convenient or proper for the purpose of connecting the Real Estate and Entryway to the Rehabilitated Sidewalk alongside and adjacent to the Real Estate owned by the Grantor and situated in Warrick County, State of Indiana, identified as follows:

Parcel Number: 87-09-26-304-118.000-003

With an Address of: 1 County Square, Boonville, IN 47601

("Real Estate"). The City may add the legal description for the Real Estate as Exhibit A at a later date as needed.

This Access Grant shall further include the right of the City, its employees, agents, representatives, and contractors to ingress, egress, and access over, the Real Estate and Entryway with men and machinery to accomplish the purposes set forth herein. The City's right of access to the Real Estate shall expire upon completion of the Project by the City.

The recitals set forth above are fully incorporated into this instrument and part a part hereof. Grantor shall have the right to fully use and enjoy the Real Estate except for such use as may impair, impede, or unreasonably interfere with the exercise by the City of the rights granted herein. The grants, covenants, and stipulations herein provided shall extend to and be binding upon the respective heirs, successors, and assigns of the parties.

Disclaimer of Warranties and Release of Responsibility. Property Owner understands and agrees that the City will have no responsibility with respect to the Entryway even though such Entryway will be installed by the City and/or its contractors. Property Owner acknowledges and agrees that it will be responsible for all costs associated with the maintenance and operation of the Entryway, and further releases and agrees to indemnify the City from any claims, damages, or liability of any kind whatsoever related to the Entryway or the installation thereof.
THE PROPERTY OWNER FURTHER AGREES AND UNDERSTANDS THAT IT ACCEPTS THE ENTRYWAY "AS-IS, WHERE-IS, AND WITH ALL FAULTS," AND THE CITY AND ITS AGENTS MAKE NO WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE ENTRYWAY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES ARE DISCLAIMED. The City also makes no representations or warranties with respect to the Americans with Disabilities Act (the "ADA"). To the extent the Property Owner's Real Estate is subject to the ADA, the Owner will remain responsible for any such compliance. The City also is not responsible for pre-existing conditions on the Real Estate.

The undersigned executing this Grant on behalf of Grantor represents and certifies that Grantor is the owner of the Real Estate, that the undersigned is duly authorized and fully empowered to enter into, execute, and deliver this Grant, and that all necessary action for entering into and making such Grant by Grantor has been taken and done.

Executed this 27th day of August, 20 18 by "Grantor".

WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor
Dan Saylor, President

STATE OF INDIANA)
) SS:
COUNTY OF Warrick)

Before me, a Notary Public in and for said County and State, personally appeared Dan Saylor, who acknowledged the execution of the foregoing Grant of Temporary Access for Entryway Rehabilitation, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of August, 20 18.

Notary Public

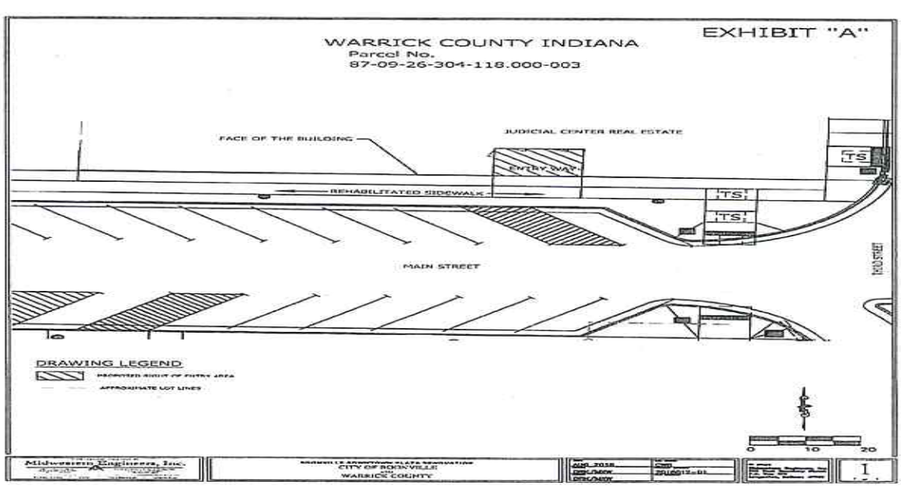
My Commission Expires: 03-17-2022

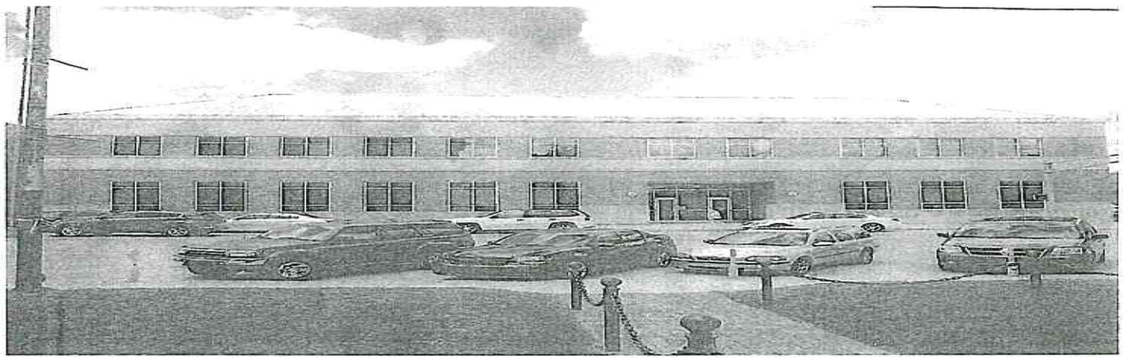
My County of Residence: Warrick

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

Form of this instrument was prepared by Stephen C. Unger, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204.

3413473





WARRANTY DEED

THIS INDENTURE WITNESSETH, that **SOUTHWEST INDIANA DISTRICT CHURCH OF THE NAZARENE**, an Indiana non-profit corporation, ("*Grantor*"), **CONVEYS** and **WARRANTS** to **WARRICK COUNTY, INDIANA, BY AND THROUGH THE WARRICK COUNTY BOARD OF COMMISSIONERS** ("*Grantee*"), for the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate located in Warrick County, Indiana, to-wit:

Part of the of the Northwest Quarter of the Southwest Quarter and part of the Southwest Quarter of the Southwest Quarter of Section 18, Township 6 South, Range 8 West in Boon Township, Warrick County, Indiana, more particularly described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 18; thence along the West line of said Quarter Quarter Section, North 00 degrees 31 minutes 49 seconds East 520.00 feet to the intersection of said West line and the extended South line of Tower Minor Subdivision, as per plat thereof, recorded as Document #2007R-006838 in the Office of the Recorder of Warrick County, Indiana; thence along the South line and said extended South line of Tower Minor Subdivision, South 60 degrees 39 minutes 43 seconds East 45.65 feet to a point 40 East of, as measured perpendicular to, said West line of said Quarter Quarter Section, thence parallel with and 40 feet East of, as measured perpendicular to, said West line, South 00 degrees 31 minutes 49 seconds West 498.42 feet to the North line of the Southwest Quarter of the Southwest Quarter of said Section 18; thence parallel with and 40 feet East of, as measured perpendicular to, the West line of the Southwest Quarter of the Southwest Quarter of said Section 18, South 00 degrees 31 minutes 49 seconds West 310.00 feet to the North line of Waterstone Village-Section 1, as per plat thereof, recorded as Document #2003R-005238 in said Recorder's Office; thence along the North line of said Waterstone Village, North 88 degrees 52 minutes 30 seconds West 40.00 feet to the West line of the Southwest Quarter of the Southwest Quarter of Section 18; thence along said West line, North 00 degrees 31 minutes 49 seconds East 310.00 feet to the point of beginning, containing 32,768 square feet (0.75 acres), inclusive of the presently existing right of way under pavement which includes 6,348 square feet (0.15 acres)

Subject to easements, agreements, restrictions, and right of ways of record.

1

The real estate described herein is further illustrated in Exhibit A, which is incorporated hereto as if fully set forth herein. Grantor hereby specifically acknowledges and agrees that the real estate is conveyed to Grantee for the purpose of a road right-of-way and is conveyed in fee simple absolute, subject to any and all easements, conditions, and restrictions of record, and that no reversienary rights whatsoever shall remain with Grantor, or any successors in title to abutting lands of Grantor, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by Grantee or its successors in title, of all or a portion of the real estate or any right-of-way, roadway, or roadway appurtenances established thereon. This acknowledgment and agreement shall be a covenant running with the land and shall be perpetual and binding upon Grantor and all successors and assigns. Grantor represents and warrants it is the owner in fee simple of the real estate described herein and has good title to convey the same.

The undersigned person(s) executing this deed on behalf of Grantor represent(s) and warrant(s) that he is he has been fully empowered by proper resolutions of Grantor to execute and deliver this deed for the real estate, and that all necessary action for the making of such conveyance has been taken and done.

No recording fee shall be charged pursuant to I.C. 8-23-23-1; transaction exempt from sales disclosure requirement pursuant to I.C. 6-1.1-5.5-2.

IN WITNESS WHEREOF, Grantor has caused the execution of this deed this 13 day of August 2018.

SOUTHWEST INDIANA DISTRICT CHURCH OF THE NAZARENE

By: Timothy Crump
Timothy Crump, District Superintendent

By: Jane Muncie
Jane Muncie, District Advisory Board Secretary

2

STATE OF INDIANA }
COUNTY OF Vanderburgh } SS:

Before me, a Notary Public in and for said County and State, came SOUTHWEST INDIANA DISTRICT CHURCH OF THE NAZARENE, by TIMOTHY CRUMP, its DISTRICT SUPERINTENDENT, and JANE MUNCIE, its DISTRICT ADVISORY BOARD SECRETARY, who acknowledged the execution of the foregoing Warranty Deed for and on behalf of Grantor, by authority of statute, its articles of organization and bylaws for the uses and purposes therein mentioned and on oath states that they are authorized to execute this Warranty Deed and in fact executes this Warranty Deed on behalf of the company, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 13 day of August, 2018.

My County of Residence is Vanderburgh County, State of Indiana, and My Commission Expires: 7/19/2020

Notary Public

Kathy Renee Masterson
Printed Name of Notary

KATHY RENEE MASTERSON
Resident of Vanderburgh County, IN
Commission Expires: July 19, 2020
Commission # 636641

Mail tax statements: Warrick County Board of Commissioners
107 West Locust Street, Suite 301
Boonville, IN 47601

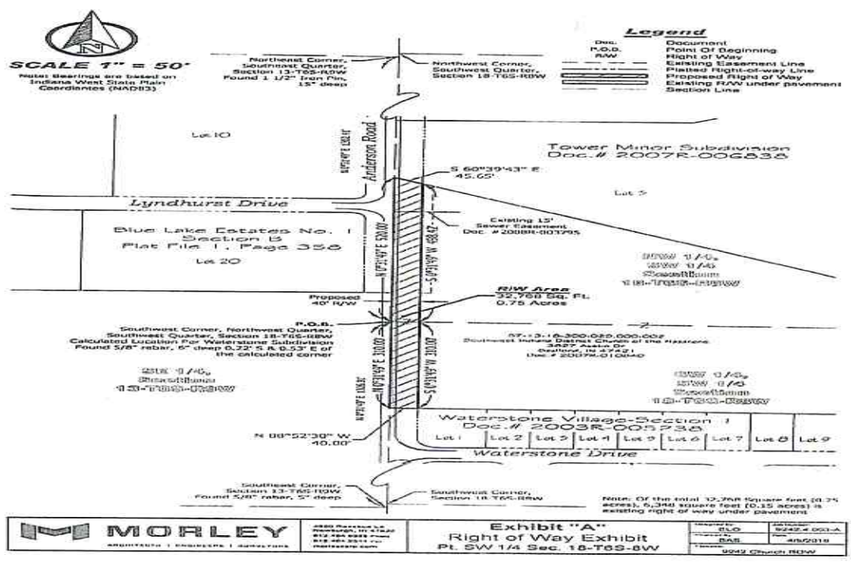
Grantor: Southwest Indiana District Church of the Nazarene
3827 Austin Drive
Bedford, IN 47421

Grantee's address: Warrick County Board of Commissioners
107 West Locust Street, Suite 301
Boonville, IN 47601

This instrument was prepared by Daniel R. Robinson, Jr., Farmer Scott Ozete Robinson & Schmitt, LLP, 21 SE Third Street, Evansville, IN 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. [Daniel R. Robinson, Jr.]

1A35412.DOCX

3



Warrick County Claims for Payment

Check #	Vendor #	Name	Check Date	Check Amt
Fund 1000 000-4111.00				
3920	19086	SRI INC	7/26/2018	1,571.80
3920	19086	SRI INC	7/26/2018	136.30
3927	19557	DEEM, JUDY	7/26/2018	150.00
3928	21160	WALKER, ELIZABETH	7/26/2018	150.00
			Total Account 000-4111.00	2,008.10
Fund 1000 101-4211.00				
4130	15004	OFFICE DEPOT, INCORPORATED	8/13/2018	127.38
			Total Account 101-4211.00	127.38
Fund 1000 101-4323.00				
4126	19196	SOUTHERN INDIANA CLERKS ASSOCIATIC	8/13/2018	40.00
4126	19196	SOUTHERN INDIANA CLERKS ASSOCIATIC	8/13/2018	40.00
			Total Account 101-4323.00	80.00
Fund 1000 102-4364.00				
4062	8031	HOOSIER BUSINESS MACHINES INC.	7/31/2018	102.91
			Total Account 102-4364.00	102.91
Fund 1000 103-4211.00				
3965	20200	SUBSCRIBER RENEWALS	7/27/2018	30.00
			Total Account 103-4211.00	30.00
Fund 1000 104-4211.00				
4062	8031	HOOSIER BUSINESS MACHINES INC.	7/31/2018	56.59
4062	8031	HOOSIER BUSINESS MACHINES INC.	7/31/2018	12.19
4062	8031	HOOSIER BUSINESS MACHINES INC.	7/31/2018	23.45
4136	15004	OFFICE DEPOT, INCORPORATED	8/13/2018	69.64
			Total Account 104-4211.00	161.87
Fund 1000 105-4211.00				
4136	15004	OFFICE DEPOT, INCORPORATED	8/13/2018	128.80
4136	15004	OFFICE DEPOT, INCORPORATED	8/13/2018	6.38
			Total Account 105-4211.00	135.18
Fund 1000 105-4211.50				
4136	15004	OFFICE DEPOT, INCORPORATED	8/13/2018	119.96
			Total Account 105-4211.50	119.96
Fund 1000 105-4351.00				
3714	15132	THE TOWN OF NEWBURGH	7/19/2018	56.37
3855	19037	VECTREN ENERGY DELIVERY	7/24/2018	221.87
			Total Account 105-4351.00	278.24
Fund 1000 105-4372.00				
3715	352	MAKEN CORPORATION	7/19/2018	1,525.00
			Total Account 105-4372.00	1,525.00
Fund 1000 106-4211.00				
3924	18586	U.S. BANK	7/26/2018	-48.30
3924	18588	U.S. BANK	7/26/2018	49.15
			Total Account 106-4211.00	0.85
Fund 1000 106-4364.00				
3890	2068	BOONVILLE LAWN AND GARDEN INC.	8/13/2018	37.95
			Total Account 106-4364.00	37.95
Fund 1000 107-4182.00				
4150	17953	CHRISTOPHER J KIEFER	8/13/2018	2,000.00
4151	22015	VANDERBURGH COUNTY CORONER	8/13/2018	1,500.00
			Total Account 107-4182.00	3,500.00
Fund 1000 107-4324.00				
4151	22015	VANDERBURGH COUNTY CORONER	8/13/2018	701.91
			Total Account 107-4324.00	701.91
Fund 1000 107-4325.00				
4151	22015	VANDERBURGH COUNTY CORONER	8/13/2018	180.00

			Total Account 107-4325.00	180.00
Fund 1000 107-4350.00				
4151	22015	VANDERBURGH COUNTY CORONER	8/13/2018	420.00
			Total Account 107-4350.00	420.00
Fund 1000 107-4370.00				
4082	13842	PAUL HAWA MHA, R.T.(R) ARRT	8/03/2018	150.00
			Total Account 107-4370.00	150.00
Fund 1000 108-4211.00				
4137	8056	ALTSTADT'S	8/13/2018	106.24
4155	19069	SIEGELS	8/13/2018	168.00
			Total Account 108-4211.00	274.24
Fund 1000 108-4211.50				
4137	8056	ALTSTADT'S	8/13/2018	96.00
			Total Account 108-4211.50	96.00
Fund 1000 108-4314.00				
4152	13840	AXIOM	8/13/2018	90.00
			Total Account 108-4314.00	90.00
Fund 1000 108-4331.00				
3914	1034	ASSOC IN PROSECUTING ATTORNEYS	7/26/2018	1,050.00
			Total Account 108-4331.00	1,050.00
Fund 1000 109-4211.00				
4137	8056	ALTSTADT'S	8/13/2018	325.59
			Total Account 109-4211.00	325.59
Fund 1000 110-4187.00				
3732	8533	MELODY NELSON	7/27/2018	66.00
			Total Account 110-4187.00	66.00
Fund 1000 110-4189.00				
4091	9527	BRETT M ROY	8/10/2018	206.25
4091	9527	BRETT M ROY	8/10/2018	131.25
4091	9527	BRETT M ROY	8/10/2018	225.00
4091	9527	BRETT M ROY	8/10/2018	75.00
4091	9527	BRETT M ROY	8/10/2018	75.00
4091	9527	BRETT M ROY	8/10/2018	75.00
4091	9527	BRETT M ROY	8/10/2018	187.50
4091	9527	BRETT M ROY	8/10/2018	75.00
			Total Account 110-4189.00	1,050.00
Fund 1000 110-4189.10				
4091	9527	BRETT M ROY	8/10/2018	2,968.75
4093	7292	SHERRY SMITH	8/10/2018	989.58
4095	8351	WARREN MATHIES	8/10/2018	989.58
4097	20416	PHILLIPS, BRENNAN	8/10/2018	2,968.75
			Total Account 110-4189.10	7,916.66
Fund 1000 110-4211.00				
3720	15004	OFFICE DEPOT, INCORPORATED	7/27/2018	77.66
			Total Account 110-4211.00	77.66
Fund 1000 110-4232.00				
3718	20042	THE LANG COMPANY	7/27/2018	28.18
			Total Account 110-4232.00	28.18
Fund 1000 110-4331.00				
3719	3837	ALPHA LASER SERVICES	7/27/2018	138.00
			Total Account 110-4331.00	138.00
Fund 1000 110-4392.00				
3956	13015	MATTHEW BENDER & CO INC	8/03/2018	4,559.46
4092	13015	MATTHEW BENDER & CO INC	8/10/2018	168.10
			Total Account 110-4392.00	4,727.56
Fund 1000 110-4396.00				
4113	18195	FIRST BANKCARD	8/07/2018	28.22
			Total Account 110-4396.00	28.22
Fund 1000 111-4189.00				
3721	97155	TRI-STATE REPORTING, INC.	7/27/2018	246.20
3736	12287	LAW OFFICE OF JONATHAN M YOUNG	7/27/2018	105.00
3957	17070	GUY HALL	8/03/2018	125.00
3959	920	MARTIN & MARTIN, INC.	8/03/2018	225.00
3959	920	MARTIN & MARTIN, INC.	8/03/2018	18.75
3959	920	MARTIN & MARTIN, INC.	8/03/2018	56.25
3959	920	MARTIN & MARTIN, INC.	8/03/2018	18.75
3959	920	MARTIN & MARTIN, INC.	8/03/2018	56.25
3959	920	MARTIN & MARTIN, INC.	8/03/2018	37.50
3959	920	MARTIN & MARTIN, INC.	8/03/2018	75.00
3960	19101	LONG LAW OFFICE	8/03/2018	125.50
4091	9527	BRETT M ROY	8/10/2018	93.75
4091	9527	BRETT M ROY	8/10/2018	168.75
4091	9527	BRETT M ROY	8/10/2018	75.00
4091	9527	BRETT M ROY	8/10/2018	337.50
4091	9527	BRETT M ROY	8/10/2018	75.00
4100	12287	LAW OFFICE OF JONATHAN M YOUNG	8/10/2018	300.00
			Total Account 111-4189.00	42,797.34
Fund 1000 111-4189.10				
4093	7292	SHERRY SMITH	8/10/2018	989.58
4095	8351	WARREN MATHIES	8/10/2018	989.58
4098	920	MARTIN & MARTIN, INC.	8/10/2018	5,037.50
			Total Account 111-4189.10	7,016.66
Fund 1000 111-4211.50				
3735	2181	STAPLES CREDIT PLAN	7/27/2018	740.99
			Total Account 111-4211.50	740.99
Fund 1000 111-4361.00				
3719	3837	ALPHA LASER SERVICES	7/27/2018	27.36
3734	18588	U.S. BANK	7/27/2018	70.08
			Total Account 111-4361.00	97.44
Fund 1000 112-4221.00				
3917	10243	ARAG	7/26/2018	70.00
			Total Account 112-4221.00	70.00
Fund 1000 112-4224.00				
4040	7004	GEM CHEMICAL COMPANY, INC.	8/13/2018	218.74
4167	7004	GEM CHEMICAL COMPANY, INC.	8/13/2018	-27.13
4167	7004	GEM CHEMICAL COMPANY, INC.	8/13/2018	145.00
			Total Account 112-4224.00	336.61
Fund 1000 112-4351.00				
3990	19037	VECTREN ENERGY DELIVERY	7/30/2018	4,145.00
3990	19037	VECTREN ENERGY DELIVERY	7/30/2018	11,624.02
3990	19037	VECTREN ENERGY DELIVERY	7/30/2018	13.45
4075	19037	VECTREN ENERGY DELIVERY	8/01/2018	474.40
			Total Account 112-4351.00	16,256.87
Fund 1000 112-4361.00				
4129	1009	AIGNER HARDWARE	8/13/2018	8.17
4129	1009	AIGNER HARDWARE	8/13/2018	9.12
4129	1009	AIGNER HARDWARE	8/13/2018	7.40
4129	1009	AIGNER HARDWARE	8/13/2018	9.87
4129	1009	AIGNER HARDWARE	8/13/2018	19.00
4129	1009	AIGNER HARDWARE	8/13/2018	15.40
4129	1009	AIGNER HARDWARE	8/13/2018	10.99
4129	1009	AIGNER HARDWARE	8/13/2018	51.74
4129	1009	AIGNER HARDWARE	8/13/2018	9.18
4129	1009	AIGNER HARDWARE	8/13/2018	13.84
4129	1009	AIGNER HARDWARE	8/13/2018	129.99
4129	1009	AIGNER HARDWARE	8/13/2018	11.40
4129	1009	AIGNER HARDWARE	8/13/2018	3.98
4129	1009	AIGNER HARDWARE	8/13/2018	4.99
4168	390	ARCHITECTURAL SALES, INC.	8/13/2018	40.00
			Total Account 112-4361.00	339.07
Fund 1000 112-4362.00				
4129	1009	AIGNER HARDWARE	8/13/2018	28.94
4129	1009	AIGNER HARDWARE	8/13/2018	32.90
4129	1009	AIGNER HARDWARE	8/13/2018	44.55
4129	1009	AIGNER HARDWARE	8/13/2018	11.99
			Total Account 112-4362.00	118.38
Fund 1000 112-4363.00				
3857	14608	THE MURPHY ELEVATOR CO INC	7/24/2018	282.80
			Total Account 112-4363.00	282.80
Fund 1000 113-4211.00				
3952	15128	FIRST BANKCARD	7/26/2018	287.07
3952	15128	FIRST BANKCARD	7/26/2018	85.60
			Total Account 113-4211.00	372.67
Fund 1000 113-4221.00				
3712	4620	WEX BANK	7/19/2018	399.56
3712	4620	WEX BANK	7/19/2018	-2.09
3861	14804	WABASH VALLEY SERVICE CO	7/24/2018	2,528.29
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	16.97
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	36.97
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	37.92
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	16.97
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	16.97
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	43.97
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	16.97
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	16.97
			Total Account 113-4221.00	3,129.47
Fund 1000 113-4222.00				
4158	12274	BEST ONE TIRE & SERVICE	8/13/2018	360.00
			Total Account 113-4222.00	360.00
Fund 1000 113-4364.00				
3862	20042	THE LANG COMPANY	7/24/2018	1.81
			Total Account 113-4364.00	1.81
Fund 1000 113-4365.00				
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	143.70
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	64.51
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	308.63
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	168.07
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	116.57
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	61.87
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	620.30
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	29.60
4156	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	81.40
4159	97020	HERR'S BODY SHOP	8/13/2018	1,470.52
			Total Account 113-4365.00	3,081.42
Fund 1000 114-4224.00				
3893	7004	GEM CHEMICAL COMPANY, INC.	8/13/2018	28.87
3893	7004	GEM CHEMICAL COMPANY, INC.	8/13/2018	299.85
3952	15128	FIRST BANKCARD	7/26/2018	235.32
4160	797	WABASH FOODSERVICE	8/13/2018	19.44
4160	797	WABASH FOODSERVICE	8/13/2018	83.78
4161	4031	CRS ONE SOURCE(DIAFDS)	8/13/2018	111.00
4162	13258	KENWAY DISTRIBUTORS INC	8/13/2018	391.66
			Total Account 114-4224.00	1,169.92
Fund 1000 114-4225.00				
3899	5813	LEWIS BROS BAKERIES, INC	8/13/2018	65.00
4160	797	WABASH FOODSERVICE	8/13/2018	834.76

4160	797	WABASH FOODSERVICE	8/13/2018	998.26
4160	797	WABASH FOODSERVICE	8/13/2018	1,020.77
4160	797	WABASH FOODSERVICE	8/13/2018	977.13
4160	797	WABASH FOODSERVICE	8/13/2018	31.77
4161	4031	CRS ONE SOURCE(DIAFDS)	8/13/2018	321.51
4161	4031	CRS ONE SOURCE(DIAFDS)	8/13/2018	145.33
4161	4031	CRS ONE SOURCE(DIAFDS)	8/13/2018	66.25
4161	4031	CRS ONE SOURCE(DIAFDS)	8/13/2018	347.17
4161	4031	CRS ONE SOURCE(DIAFDS)	8/13/2018	70.83
4161	4031	CRS ONE SOURCE(DIAFDS)	8/13/2018	250.44
4161	4031	CRS ONE SOURCE(DIAFDS)	8/13/2018	58.50
4161	4031	CRS ONE SOURCE(DIAFDS)	8/13/2018	358.32
4163	5813	LEWIS BROS BAKERIES, INC	8/13/2018	51.10
4163	5813	LEWIS BROS BAKERIES, INC	8/13/2018	52.00
4164	6030	FARM BOY FOOD SERVICE	8/13/2018	707.31
4164	6030	FARM BOY FOOD SERVICE	8/13/2018	1,145.41
4164	6030	FARM BOY FOOD SERVICE	8/13/2018	750.34
4164	6030	FARM BOY FOOD SERVICE	8/13/2018	724.93
			Total Account 114-4225.00	8,996.13
Fund 1000 114-4245.10				
3882	19069	SIEGELS	8/13/2018	247.00
			Total Account 114-4245.10	247.00
Fund 1000 114-4311.00				
3900	98632	TRI STATE ORTHOPAEDIC SURGEONS IN	8/13/2018	26.96
3901	15441	SOUTHWEST INDIANA PATHOLOGISTS LL	8/13/2018	22.95
3901	15441	SOUTHWEST INDIANA PATHOLOGISTS LL	8/13/2018	12.01
3902	19298	OHIO VALLEY PATHOLOGISTS	8/13/2018	32.06
3903	16716	DIAMOND MEDICAL SUPPLY	8/13/2018	18.60
4132	20312	DENTAL DELIVERY	8/13/2018	1,650.00
4165	98069	SOUTHERN IN IMAGING CONSULTING	8/13/2018	34.57
4166	11397	ST VINCENT WARRICK EMS	8/13/2018	438.58
			Total Account 114-4311.00	2,235.74
Fund 1000 114-4318.00				
3863	19714	SPAULDING, DALTON	7/24/2018	59.99
3863	19714	SPAULDING, DALTON	7/24/2018	45.99
			Total Account 114-4318.00	105.98
Fund 1000 114-4351.00				
4055	19037	VECTREN ENERGY DELIVERY	7/31/2018	6,741.07
			Total Account 114-4351.00	6,741.07
Fund 1000 114-4361.00				
3887	1009	AIGNER HARDWARE	8/13/2018	12.67
3887	1009	AIGNER HARDWARE	8/13/2018	4.59
3887	1009	AIGNER HARDWARE	8/13/2018	70.29
3907	20039	TRI-STATE LIGHTING & SUPPLY CO INC	8/13/2018	156.48
3952	15128	FIRST BANKCARD	7/26/2018	57.74
4133	2111	CULLIGAN OF EVANSVILLE	8/13/2018	428.75
			Total Account 114-4361.00	730.52
Fund 1000 115-4183.00				
3872	20479	KELLER, PAUL	7/24/2018	50.00
3873	2691	MIKE MOESNER	7/24/2018	50.00
3874	2640	MIKE WINGE	7/24/2018	50.00
3875	15410	JEFF WILLIS	7/24/2018	50.00
3876	8438	TERRY W. DAYVOLT	7/24/2018	50.00
3941	8438	TERRY W. DAYVOLT	7/26/2018	50.00
3942	762	DORIS HORN	7/26/2018	50.00
3943	2691	MIKE MOESNER	7/26/2018	50.00
3944	2640	MIKE WINGE	7/26/2018	50.00
3945	15410	JEFF WILLIS	7/26/2018	50.00
3946	14548	JEFFREY L VALIANT	7/26/2018	50.00
			Total Account 115-4183.00	550.00
Fund 1000 115-4332.00				
3871	2029	WARRICK PUBLISHING CO	7/24/2018	21.80
			Total Account 115-4332.00	21.80
Fund 1000 115-4364.00				
4051	20042	THE LANG COMPANY	8/03/2018	39.18
			Total Account 115-4364.00	39.18
Fund 1000 116-4221.00				
3880	11713	BUMPER TO BUMPER / BTB CHANDLER	8/13/2018	35.55
4129	1009	AIGNER HARDWARE	8/13/2018	13.99
			Total Account 116-4221.00	49.54
Fund 1000 116-4314.00				
4079	11422	UNIFIRST CORPORATION	8/01/2018	20.24
4079	11422	UNIFIRST CORPORATION	8/01/2018	20.24
4079	11422	UNIFIRST CORPORATION	8/01/2018	20.24
4079	11422	UNIFIRST CORPORATION	8/01/2018	20.24
			Total Account 116-4314.00	80.96
Fund 1000 116-4314.50				
4041	5750	PIRANHA SHREDDING/RECYCLING INC.	8/13/2018	45.00
4041	5750	PIRANHA SHREDDING/RECYCLING INC.	8/13/2018	45.00
4041	5750	PIRANHA SHREDDING/RECYCLING INC.	8/13/2018	45.00
			Total Account 116-4314.50	135.00
Fund 1000 116-4323.30				
4078	20482	JOHNSON, ROBERT	8/01/2018	72.16
			Total Account 116-4323.30	72.16
Fund 1000 116-4324.00				
3716	3778	AT&T	7/19/2018	384.70
3716	3778	AT&T	7/19/2018	87.65
3716	3778	AT&T	7/19/2018	80.93
3716	3778	AT&T	7/19/2018	271.95
3921	4361	WOW! BUSINESS	7/26/2018	106.31
			Total Account 116-4324.00	931.54
Fund 1000 116-4332.00				
3888	2029	WARRICK PUBLISHING CO	8/13/2018	14.79
			Total Account 116-4332.00	14.79
Fund 1000 116-4396.50				
4039	5020	EVANSVILLE STATE HOSPITAL (425)	8/13/2018	193.00
			Total Account 116-4396.50	193.00
Fund 1000 116-4396.60				
3881	10013	JAMISON MONUMENTS, INC.	8/13/2018	100.00
3881	10013	JAMISON MONUMENTS, INC.	8/13/2018	100.00
3881	10013	JAMISON MONUMENTS, INC.	8/13/2018	100.00
3881	10013	JAMISON MONUMENTS, INC.	8/13/2018	100.00
3881	10013	JAMISON MONUMENTS, INC.	8/13/2018	100.00
3881	10013	JAMISON MONUMENTS, INC.	8/13/2018	100.00
3881	10013	JAMISON MONUMENTS, INC.	8/13/2018	100.00
3881	10013	JAMISON MONUMENTS, INC.	8/13/2018	100.00
3881	10013	JAMISON MONUMENTS, INC.	8/13/2018	100.00
			Total Account 116-4396.60	900.00
Fund 1000 118-4211.00				
3906	6007	FELTS LOCK CO., INC.	8/13/2018	22.60
3977	18204	FIRST BANKCARD	7/30/2018	157.35
			Total Account 118-4211.00	179.95
Fund 1000 118-4225.20				
3882	19069	SIEGELS	8/13/2018	66.94
			Total Account 118-4225.20	66.94
Fund 1000 118-4323.00				
3984	20615	GREER, JAKE	7/30/2018	50.00
3985	3964	DAVID WOOLEN	7/30/2018	50.00
3986	20435	WILLIAMS, BETH	7/30/2018	50.00
			Total Account 118-4323.00	150.00
Fund 1000 118-4344.00				
4042	11872	LAW CHEVROLET BUICK PONTIAC	8/13/2018	42.53
			Total Account 118-4344.00	42.53
Fund 1000 118-4362.00				
3940	3964	DAVID WOOLEN	7/26/2018	49.99
4017	9320	BATTERIES PLUS	7/13/2018	26.95
			Total Account 118-4362.00	76.94
Fund 1000 118-4364.10				
4122	13458	VEI COMMUNICATIONS	8/13/2018	720.00
4122	13458	VEI COMMUNICATIONS	8/13/2018	5.00
			Total Account 118-4364.10	725.00
Fund 1000 118-4393.00				
4054	7991	VERIZON WIRELESS	7/31/2018	90.03
			Total Account 118-4393.00	90.03
Fund 1000 119-4323.00				
4063	17021	ROBERT D REYNOLDS	7/31/2018	233.82
			Total Account 119-4323.00	233.82
Fund 1000 119-4323.10				
3979	17021	ROBERT D REYNOLDS	7/30/2018	170.00
			Total Account 119-4323.10	170.00
Fund 1000 119-4364.00				
3923	18588	U.S. BANK	7/26/2018	82.30
			Total Account 119-4364.00	82.30
Fund 1000 121-4211.00				
4011	95065	QUILL CORPORATION	8/13/2018	179.96
4018	15004	OFFICE DEPOT, INCORPORATED	8/13/2018	85.37
			Total Account 121-4211.00	265.33
Fund 1000 122-4187.00				
3964	9527	BRETT M ROY	8/03/2018	37.50
3964	9527	BRETT M ROY	8/03/2018	150.00
			Total Account 122-4187.00	187.50
Fund 1000 122-4189.00				
3721	97155	TRI-STATE REPORTING, INC.	7/27/2018	80.00
3721	97155	TRI-STATE REPORTING, INC.	7/27/2018	272.10
			Total Account 122-4189.00	352.10
Fund 1000 122-4189.10				
4093	7292	SHERRY SMITH	8/10/2018	980.58
4094	17527	ANTHONY LONG	8/10/2018	2,968.75
4095	8351	WARREN MATHIES	8/10/2018	980.58
4096	13084	MARK K. PHILLIPS, PC	8/10/2018	2,968.75
			Total Account 122-4189.10	7,910.66
Fund 1000 122-4211.00				
3731	20287	OFFICE DEPOT - CREDIT PLAN	7/27/2018	115.02
			Total Account 122-4211.00	115.02
Fund 1000 122-4243.00				
3958	4221	ADVANCED DOCUMENT SOLUTIONS	8/03/2018	63.17
			Total Account 122-4243.00	63.17
Fund 1000 122-4392.00				
3728	13015	MATTHEW BENDER & CO INC	7/27/2018	2,289.83
3730	23037	THOMSON REUTERS	7/27/2018	975.73
			Total Account 122-4392.00	3,265.56
Fund 1000 140-4211.00				
4049	1502	COW GOVERNMENT, INC.	8/13/2018	112.62
			Total Account 140-4211.00	112.62
Fund 1000 141-4221.00				
3952	15128	FIRST BANKCARD	7/26/2018	9.00
3952	15128	FIRST BANKCARD	7/26/2018	285.88

			Total Account 141-4221.00	294.88
Fund 1101 000-4111.10				
3904	18120	DIGITAL ALLEY	8/13/2018	145.00
3904	18120	DIGITAL ALLEY	8/13/2018	125.00
3904	18120	DIGITAL ALLEY	8/13/2018	125.00
4134	17286	CHIEF SUPPLY CORP	8/13/2018	56.00
			Total Account 000-4111.10	451.00
Fund 1112 000-4211.00				
3908	11600	FIFTH THIRD BANK	7/26/2018	43.73
			Total Account 000-4211.00	43.73
Fund 1112 000-4212.00				
3908	11600	FIFTH THIRD BANK	7/26/2018	42.20
			Total Account 000-4212.00	42.20
Fund 1112 000-4314.00				
3704	6157	B & B MOWING LLC	7/19/2018	2,640.00
3704	6157	B & B MOWING LLC	7/19/2018	200.00
3937	3095	RICOH USA INC	7/26/2018	32.16
			Total Account 000-4314.00	2,872.16
Fund 1112 000-4316.00				
3710	94987	INDIANA AMERICAN WATER	7/19/2018	24.23
3922	14804	WABASH VALLEY SERVICE CO	7/26/2018	535.09
3993	94987	INDIANA AMERICAN WATER	7/30/2018	59.64
3994	94987	INDIANA AMERICAN WATER	7/30/2018	48.05
3995	20255	RENEWABLE RESOURCES	7/30/2018	110.00
4053	15132	THE TOWN OF NEWBURGH	7/31/2018	69.40
4120	10024	JERRY AIGNER CONSTRUCTION,INC.	8/13/2018	2,500.00
			Total Account 000-4316.00	3,347.04
Fund 1112 000-4334.00				
3706	12731	BRAND ACCELERATION	7/19/2018	2,870.00
			Total Account 000-4334.00	2,870.00
Fund 1112 000-4351.00				
3708	9085	EVANSVILLE WATERWORKS DEPT	7/19/2018	43.43
3709	19037	VECTREN ENERGY DELIVERY	7/19/2018	301.16
3929	19037	VECTREN ENERGY DELIVERY	7/26/2018	11.00
3929	19037	VECTREN ENERGY DELIVERY	7/26/2018	18.86
4075	19037	VECTREN ENERGY DELIVERY	8/01/2018	274.57
			Total Account 000-4351.00	649.02
Fund 1112 000-4370.00				
3810	14313	PICTOMETRY INTERNATIONAL CORP	7/26/2018	460.72
			Total Account 000-4370.00	460.72
Fund 1112 000-4391.00				
3908	11600	FIFTH THIRD BANK	7/26/2018	30.00
			Total Account 000-4391.00	30.00
Fund 1112 000-4502.00				
4100	98175	WARRICK COUNTY MUSEUM, INC	8/13/2018	2,853.98
			Total Account 000-4502.00	2,853.98
Fund 1112 000-4508.10				
4076	4554	PIKE GIBSON WATER, INC	8/01/2018	16.70
			Total Account 000-4508.10	16.70
Fund 1112 000-4509.80				
3898	13509	FORTERRA PIPE & PRECAST-MIDWEST RI	8/13/2018	1,086.00
3949	13043	MULZER CRUSHED STONE, INC.	7/26/2018	2,053.04
			Total Account 000-4509.80	3,139.04
Fund 1112 000-4512.60				
3707	13062	MORLEY & ASSOCIATES INC.	7/19/2018	1,641.25
			Total Account 000-4512.60	1,641.25
Fund 1131 000-4111.10				
3850	8705	SARAH E REDMAN	7/24/2018	198.63
3850	8705	SARAH E REDMAN	7/24/2018	14.08
3850	8705	SARAH E REDMAN	7/24/2018	8.54
			Total Account 000-4111.10	221.25
Fund 1138 000-4320.70				
3925	16100	D & M CONSTRUCTION INC	7/26/2018	4,331.11
			Total Account 000-4320.70	4,331.11
Fund 1138 000-4391.20				
4120	1009	AIGNER HARDWARE	8/13/2018	28.45
4129	1009	AIGNER HARDWARE	8/13/2018	66.75
			Total Account 000-4391.20	95.20
Fund 1141 000-4181.00				
3918	9805	MORRIE DOLL	7/26/2018	100.00
			Total Account 000-4181.00	100.00
Fund 1148 000-4120.00				
3858	18443	WARRICK COUNTY DRUNK DRIVING COUI	7/24/2018	2,500.00
3858	18443	WARRICK COUNTY DRUNK DRIVING COUI	7/24/2018	1,000.00
			Total Account 000-4120.00	3,500.00
Fund 1148 000-4122.00				
3850	23099	WARRICK COUNTY SHERIFF'S DEPT	7/24/2018	1,000.00
			Total Account 000-4122.00	1,000.00
Fund 1152 000-4212.00				
4054	7991	VERIZON WIRELESS	7/31/2018	30.03
			Total Account 000-4212.00	30.03
Fund 1152 000-4331.00				
3978	20042	THE LANG COMPANY	7/30/2018	27.20
			Total Account 000-4331.00	27.20
Fund 1156 000-4111.10				
3717	17965	TREASURER OF STATE-ACH	7/19/2018	300.00
3717	17965	TREASURER OF STATE-ACH	7/19/2018	40.00
3952	15128	FIRST BANKCARD	7/26/2018	108.70
3953	14460	AXOM ENTERPRISE	7/26/2018	320.00
			Total Account 000-4111.10	768.70
Fund 1159 000-4211.00				
3884	18044	RAINBOW PRINTING	8/13/2018	62.00
			Total Account 000-4211.00	62.00
Fund 1159 000-4220.00				
3883	2001	B-HIVE PRINTING	8/13/2018	13.95
4061	18196	FIRST BANKCARD	7/31/2018	20.00
4061	18196	FIRST BANKCARD	7/31/2018	37.89
			Total Account 000-4220.00	71.84
Fund 1159 000-4221.00				
3885	19111	STERNBERG INTERNATIONAL INC	8/13/2018	19.03
			Total Account 000-4221.00	19.03
Fund 1159 000-4225.00				
3878	18863	DANIELLE BARNES	7/24/2018	400.00
3887	1009	AIGNER HARDWARE	8/13/2018	25.61
3887	1009	AIGNER HARDWARE	8/13/2018	10.40
4012	1009	AIGNER HARDWARE	8/13/2018	15.80
4013	2001	B-HIVE PRINTING	8/13/2018	64.94
			Total Account 000-4225.00	516.75
Fund 1159 000-4232.00				
4014	8011	HENDRICKSON ENTERPRISES INC.	8/13/2018	32.00
4061	18196	FIRST BANKCARD	7/31/2018	174.07
			Total Account 000-4232.00	206.07
Fund 1159 000-4324.00				
4061	18196	FIRST BANKCARD	7/31/2018	48.74
			Total Account 000-4324.00	48.74
Fund 1159 000-4324.50				
3935	15960	SPECTRUM	7/26/2018	193.22
4061	18196	FIRST BANKCARD	7/31/2018	48.74
4061	18196	FIRST BANKCARD	7/31/2018	48.74
			Total Account 000-4324.50	290.70
Fund 1159 000-4351.00				
4055	19037	VECTREN ENERGY DELIVERY	7/31/2018	372.02
			Total Account 000-4351.00	372.02
Fund 1168 000-4211.00				
4136	15004	OFFICE DEPOT, INCORPORATED	8/13/2018	313.42
			Total Account 000-4211.00	313.42
Fund 1168 000-4340.00				
3886	15677	MCKESSON MEDICAL-SURGICAL INC	8/13/2018	45.07
4016	15677	MCKESSON MEDICAL-SURGICAL INC.	8/13/2018	885.28
4138	15677	MCKESSON MEDICAL-SURGICAL INC.	8/13/2018	1,010.01
4138	15677	MCKESSON MEDICAL-SURGICAL INC.	8/13/2018	638.27
			Total Account 000-4340.00	2,578.63
Fund 1168 000-4362.00				
3879	17121	PC QUEST	7/24/2018	393.75
			Total Account 000-4362.00	393.75
Fund 1169 000-4221.00				
4019	20013	THE VERNON CORPORATION	8/13/2018	244.42
4019	20013	THE VERNON CORPORATION	8/13/2018	10.06
			Total Account 000-4221.00	254.48
Fund 1169 000-4221.10				
3974	14804	WABASH VALLEY SERVICE CO	7/30/2018	75.20
3974	14804	WABASH VALLEY SERVICE CO	7/30/2018	1,488.16
3974	14804	WABASH VALLEY SERVICE CO	7/30/2018	1,643.43
3974	14804	WABASH VALLEY SERVICE CO	7/30/2018	1,022.27
3974	14804	WABASH VALLEY SERVICE CO	7/30/2018	1,380.76
3974	14804	WABASH VALLEY SERVICE CO	7/30/2018	2,187.34
3974	14804	WABASH VALLEY SERVICE CO	7/30/2018	1,058.18
3974	14804	WABASH VALLEY SERVICE CO	7/30/2018	1,485.16
3974	14804	WABASH VALLEY SERVICE CO	7/30/2018	1,559.60
3974	14804	WABASH VALLEY SERVICE CO	7/30/2018	623.57
4020	13082	ACKERMAN OIL CO INC	8/13/2018	1,710.60
4086	14804	WABASH VALLEY SERVICE CO	8/03/2018	1,660.83
4086	14804	WABASH VALLEY SERVICE CO	8/03/2018	75.20
			Total Account 000-4221.10	15,896.24
Fund 1169 000-4222.00				
4021	1989	BEST ONE TIRE & SERVICE	8/13/2018	107.86
4021	1989	BEST ONE TIRE & SERVICE	8/13/2018	35.00
4021	1989	BEST ONE TIRE & SERVICE	8/13/2018	49.00
			Total Account 000-4222.00	191.86
Fund 1169 000-4223.10				
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	1,186.20
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	272.71
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	206.09
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	952.95
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	5,264.83
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	583.70
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	252.78
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	281.74
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	215.18
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	200.35
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	1,917.22
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	222.72
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	1,469.39
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	1,164.86
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	9,841.04
3865	13043	MULZER CRUSHED STONE, INC.	7/24/2018	732.94
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	565.58
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	556.67

3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	2,112.11
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	1,112.29
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	1,145.14
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	1,795.35
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	512.10
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	462.70
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	178.22
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	633.26
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	1,034.04
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	695.14
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	895.20
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	197.22
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	256.17
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	3,578.00
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	449.71
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	5,620.72
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	229.64
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	239.41
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	23,516.14
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	1,463.13
3975	13043	MULZER CRUSHED STONE, INC.	7/30/2018	588.43
			Total Account 000-4223.10	72,919.17
Fund 1169 000-4223.30				
3976	20051	WARRICK SOLID WASTE MGT DIST	7/30/2018	1,550.23
4022	20257	VISION GREEN	8/13/2018	184.00
4023	20490	CIVILCON	8/13/2018	1,827.80
4048	10000	J & J SUPPLY, INC.	8/13/2018	619.15
4048	10000	J & J SUPPLY, INC.	8/13/2018	958.40
4048	10000	J & J SUPPLY, INC.	8/13/2018	1,101.40
4048	10000	J & J SUPPLY, INC.	8/13/2018	4,408.00
4048	10000	J & J SUPPLY, INC.	8/13/2018	3,757.50
4048	10000	J & J SUPPLY, INC.	8/13/2018	258.40
4048	10000	J & J SUPPLY, INC.	8/13/2018	1,076.20
4048	10000	J & J SUPPLY, INC.	8/13/2018	1,623.00
4048	10000	J & J SUPPLY, INC.	8/13/2018	-1,076.20
4048	10000	J & J SUPPLY, INC.	8/13/2018	2,827.20
4048	10000	J & J SUPPLY, INC.	8/13/2018	619.20
4048	10000	J & J SUPPLY, INC.	8/13/2018	258.40
4048	10000	J & J SUPPLY, INC.	8/13/2018	258.40
4139	10000	J & J SUPPLY, INC.	8/13/2018	813.00
4139	10000	J & J SUPPLY, INC.	8/13/2018	-973.80
4139	10000	J & J SUPPLY, INC.	8/13/2018	1,490.00
4139	10000	J & J SUPPLY, INC.	8/13/2018	80.38
4139	10000	J & J SUPPLY, INC.	8/13/2018	385.20
4139	10000	J & J SUPPLY, INC.	8/13/2018	298.00
4139	10000	J & J SUPPLY, INC.	8/13/2018	942.40
4139	10000	J & J SUPPLY, INC.	8/13/2018	-942.40
4147	21134	JAMES H. DREW CORPORATION	8/13/2018	12,370.00
4147	21134	JAMES H. DREW CORPORATION	8/13/2018	6,884.00
4147	21134	JAMES H. DREW CORPORATION	8/13/2018	1,949.00
4149	20490	CIVILCON	8/13/2018	4,975.00
4154	13509	FORTERRA PIPE & PRECAST-MIDWEST RI	8/13/2018	5,071.60
			Total Account 000-4223.30	53,623.46
Fund 1169 000-4322.00				
4037	12318	ERS WIRELESS COMMUNICATIONS	8/13/2018	35.70
			Total Account 000-4322.00	35.70
Fund 1169 000-4362.00				
3981	3537	KEVIN SCOTT SR/S&S TREEMASTERS	7/30/2018	2,650.00
3981	3537	KEVIN SCOTT SR/S&S TREEMASTERS	7/30/2018	2,000.00
3981	3537	KEVIN SCOTT SR/S&S TREEMASTERS	7/30/2018	2,300.00
4012	1009	AIGNER HARDWARE	8/13/2018	29.00
4012	1009	AIGNER HARDWARE	8/13/2018	58.56
4012	1009	AIGNER HARDWARE	8/13/2018	5.25
4012	1009	AIGNER HARDWARE	8/13/2018	55.96
4024	23091	WARRICK AUTOMOTIVE SUPPLY	8/13/2018	339.96
4024	23091	WARRICK AUTOMOTIVE SUPPLY	8/13/2018	43.99
4024	23091	WARRICK AUTOMOTIVE SUPPLY	8/13/2018	23.63
4024	23091	WARRICK AUTOMOTIVE SUPPLY	8/13/2018	6.63
4024	23091	WARRICK AUTOMOTIVE SUPPLY	8/13/2018	12.32
4024	23091	WARRICK AUTOMOTIVE SUPPLY	8/13/2018	32.42
4024	23091	WARRICK AUTOMOTIVE SUPPLY	8/13/2018	-0.92
4025	19111	STERNBERG INTERNATIONAL INC	8/13/2018	529.30
4026	2294	RUXER TRUCK CENTER	8/13/2018	276.90
4026	2294	RUXER TRUCK CENTER	8/13/2018	4.22
4026	2294	RUXER TRUCK CENTER	8/13/2018	80.53
4027	8320	O'REILLY AUTO PARTS	8/13/2018	71.64
4027	8320	O'REILLY AUTO PARTS	8/13/2018	42.09
4028	17742	HUTSON, INC.	8/13/2018	126.01
4029	2363	EQUIPMENT MARKETING COMPANY	8/13/2018	1,125.86
4030	7005	GENERAL RUBBER AND PLASTIC INC	8/13/2018	405.04
4030	7005	GENERAL RUBBER AND PLASTIC INC	8/13/2018	147.56
4031	13348	HAMLIN EQUIPMENT RENTAL	8/13/2018	87.75
4032	3015	CHANDLER STARTER & ALTERNATOR	8/13/2018	70.00
4033	12972	D PATRICK INC	8/13/2018	1,677.89
4034	1049	AUTO WHEEL AND RIM SERVICE	8/13/2018	124.32
4034	1049	AUTO WHEEL AND RIM SERVICE	8/13/2018	109.08
4035	14299	JAMAR TECHNOLOGIES INC	8/13/2018	818.05
4038	5015	EBN CONSTRUCTION & INDUSTRIAL SUPF	8/13/2018	57.72
4038	5015	EBN CONSTRUCTION & INDUSTRIAL SUPF	8/13/2018	14.98
4038	5015	EBN CONSTRUCTION & INDUSTRIAL SUPF	8/13/2018	36.00
4121	17742	HUTSON, INC.	8/13/2018	133.36
4123	14299	JAMAR TECHNOLOGIES INC	8/13/2018	95.00
4124	4365	INTERSTATE BATTERIES OF WABASH VAI	8/13/2018	345.00
4124	4365	INTERSTATE BATTERIES OF WABASH VAI	8/13/2018	580.00
4124	4365	INTERSTATE BATTERIES OF WABASH VAI	8/13/2018	290.00
4124	4365	INTERSTATE BATTERIES OF WABASH VAI	8/13/2018	-180.00
4125	1988	MEYER TRUCK EQUIPMENT	8/13/2018	56.80
4127	19036	SOUTHEASTERN EQUIPMENT CO.,INC	8/13/2018	115.04
4127	19036	SOUTHEASTERN EQUIPMENT CO.,INC	8/13/2018	-21.06
4128	20052	TRI-STATE BEARING CO.INC.	8/13/2018	18.56
4128	20052	TRI-STATE BEARING CO.INC.	8/13/2018	18.56
4140	23091	WARRICK AUTOMOTIVE SUPPLY	8/13/2018	39.20
4140	23091	WARRICK AUTOMOTIVE SUPPLY	8/13/2018	19.60
4140	23091	WARRICK AUTOMOTIVE SUPPLY	8/13/2018	49.94
4140	23091	WARRICK AUTOMOTIVE SUPPLY	8/13/2018	110.02
4140	23091	WARRICK AUTOMOTIVE SUPPLY	8/13/2018	4.56
4142	12735	ERB EQUIPMENT COMPANY	8/13/2018	793.04
4142	12735	ERB EQUIPMENT COMPANY	8/13/2018	485.68
4143	5015	EBN CONSTRUCTION & INDUSTRIAL SUPF	8/13/2018	4.42
4144	3015	CHANDLER STARTER & ALTERNATOR	8/13/2018	265.00
4145	1009	AIGNER HARDWARE	8/13/2018	17.69
4145	1009	AIGNER HARDWARE	8/13/2018	51.78
4145	1009	AIGNER HARDWARE	8/13/2018	13.75
4146	9272	SISCO'S AMERICAN HOSE & HYDRAULICS	8/13/2018	184.16
			Total Account 000-4362.00	10,853.90
Fund 1169 000-4372.00				
3972	11422	UNIFIRST CORPORATION	7/30/2018	6.50
3972	11422	UNIFIRST CORPORATION	7/30/2018	6.50
4036	1111	AIRGAS USA, LLC	8/13/2018	489.40
4088	11422	UNIFIRST CORPORATION	8/03/2018	6.50
			Total Account 000-4372.00	508.90
Fund 1176 102-4232.00				
4087	13021	METZGER CONSTRUCTION CO INC.	8/03/2018	333.84
			Total Account 102-4232.00	333.84
Fund 1176 103-4351.00				
3971	19037	VECTREN ENERGY DELIVERY	7/30/2018	27.94
3971	19037	VECTREN ENERGY DELIVERY	7/30/2018	27.94
3971	19037	VECTREN ENERGY DELIVERY	7/30/2018	31.63
4085	19037	VECTREN ENERGY DELIVERY	8/03/2018	1,327.68
			Total Account 103-4351.00	1,415.19
Fund 1176 103-4361.00				
4141	11992	BYERS HTG & AIR	8/13/2018	159.00
4148	95922	J.E. SHEKELL, INC.	8/13/2018	421.97
			Total Account 103-4361.00	580.97
Fund 1176 103-4370.00				
4004	14313	PICTOMETRY INTERNATIONAL CORP	7/30/2018	365.77
			Total Account 103-4370.00	365.77
Fund 1189 000-4111.20				
3713	11720	FIDLAR TECHNOLOGIES INC	7/19/2018	1,237.50
			Total Account 000-4111.20	1,237.50
Fund 1197 000-4211.00				
3909	18145	FIRST BANKCARD	7/26/2018	62.36
4130	15004	OFFICE DEPOT, INCORPORATED	8/13/2018	90.18
4131	19207	MACO - EVANSVILLE BLUE	8/13/2018	49.90
4136	15004	OFFICE DEPOT, INCORPORATED	8/13/2018	279.77
4136	15004	OFFICE DEPOT, INCORPORATED	8/13/2018	48.39
4136	15004	OFFICE DEPOT, INCORPORATED	8/13/2018	44.99
			Total Account 000-4211.00	575.59
Fund 1197 000-4323.00				
3909	18145	FIRST BANKCARD	7/26/2018	39.39
			Total Account 000-4323.00	39.39
Fund 1197 000-4350.50				
4083	9695	MORRIE DOLL	8/03/2018	500.00
			Total Account 000-4350.50	500.00
Fund 1197 000-4351.00				
4085	19037	VECTREN ENERGY DELIVERY	8/03/2018	92.89
			Total Account 000-4351.00	92.89
Fund 1197 000-4360.00				
4084	15740	APPLIED LAND SOLUTIONS	8/03/2018	4,256.25
			Total Account 000-4360.00	4,256.25
Fund 1197 000-4370.00				
3910	14313	PICTOMETRY INTERNATIONAL CORP	7/26/2018	460.72
			Total Account 000-4370.00	460.72
Fund 1197 000-4420.00				
3938	18588	U.S. BANK	7/26/2018	185.77
3939	18747	TRIO VISION, LLC	7/26/2018	10,000.00
4045	18747	TRIO VISION, LLC	8/13/2018	166.55
4129	1009	AIGNER HARDWARE	8/13/2018	15.55
4129	1009	AIGNER HARDWARE	8/13/2018	20.00
			Total Account 000-4420.00	10,387.87
Fund 1197 000-4450.00				
3883	2001	B-HIVE PRINTING	8/13/2018	1,869.00
3889	98030	MEUTH CONSTRUCTION	8/13/2018	143.75
3889	98030	MEUTH CONSTRUCTION	8/13/2018	100.00
3889	98030	MEUTH CONSTRUCTION	8/13/2018	10.00
4016	10000	J & J SUPPLY, INC.	8/13/2018	352.80

4016	10000	J & J SUPPLY, INC.	8/13/2018	354.54
4046	2001	B-HIVE PRINTING	8/13/2018	30.55
4046	2001	B-HIVE PRINTING	8/13/2018	36.31
4047	1009	AIGNER HARDWARE	8/13/2018	220.00
4047	1009	AIGNER HARDWARE	8/13/2018	3.99
4047	1009	AIGNER HARDWARE	8/13/2018	4.59
4048	10000	J & J SUPPLY, INC.	8/13/2018	1.83
4048	10000	J & J SUPPLY, INC.	8/13/2018	9.70
4129	1009	AIGNER HARDWARE	8/13/2018	9.99
			Total Account 000-4450.00	3,147.05
Fund 1201 000-4111.10				
3808	565	WARRICK COUNTY TREASURER	7/24/2018	69.14
3877	21104	EWIN, KAREN	7/24/2018	155.08
3912	21105	SCHIFF, WILLIAM AND MARY	7/26/2018	464.04
3913	21106	WEBBER, TRACY	7/26/2018	1,417.42
3919	21107	MILLER, NORMAN AND VIVIAN	7/26/2018	204.56
3930	21109	KLUMP, THOMAS	7/26/2018	100.00
3931	21110	JONES, MARY	7/26/2018	5.14
3932	21111	MUNDY, MARY	7/26/2018	160.76
3932	21111	MUNDY, MARY	7/26/2018	17.71
3933	21112	FRANK L. HINTON TRUST	7/26/2018	25.74
3934	21113	GENTRY, GARY AND REBECCA	7/26/2018	222.38
3936	21114	LEASE, W KEMPER & MARTHA S.	7/26/2018	28.50
3950	21115	LEACH, RONALD AND KATHY	7/26/2018	18.98
3951	565	WARRICK COUNTY TREASURER	7/26/2018	25.00
3980	21116	NICHOLAS CHANDLER	7/30/2018	805.66
3987	21117	ELIZABETH TRUST (TRUSTEE) IBER	7/30/2018	5.10
3988	21118	JAMES D & WENDY R LYNCH	7/30/2018	43.88
3989	352	MAREN CORPORATION	7/30/2018	229.74
3990	21119	JEROME E & JEANNINE DURCHHOLZ	7/30/2018	9.68
3996	21119	JEROME E & JEANNINE DURCHHOLZ	7/30/2018	13.46
3996	21119	JEROME E & JEANNINE DURCHHOLZ	7/30/2018	58.92
3998	21120	JAMES M DURCHHOLZ ET AL	7/30/2018	279.26
3998	21120	JAMES M DURCHHOLZ ET AL	7/30/2018	526.12
3998	21120	JAMES M DURCHHOLZ ET AL	7/30/2018	214.88
4000	21121	SRIDHAR BANJRU & SUNITHA PERLA	7/30/2018	10.94
4001	21122	PATRICK A & MARY JO BRUAN	7/30/2018	22.62
4002	21123	BRIAN E BUXTON	7/30/2018	21.46
4003	21124	JAMES J & BARBARA C DAVIS	7/30/2018	100.00
4007	21125	FOURLEAF HOMES	7/30/2018	404.78
4008	21126	TERRY EUGENE KENSLER	7/30/2018	57.04
4009	21127	MICHAEL R HARRIS TRUSTEE	7/30/2018	400.34
4056	21128	MAY, C. FRANK AND BELVA	7/31/2018	248.62
4057	21129	DERRY, DONNA	7/31/2018	27.66
4060	21130	MAY, KENNETH	7/31/2018	1,965.54
4066	565	WARRICK COUNTY TREASURER	7/31/2018	182.00
4066	565	WARRICK COUNTY TREASURER	7/31/2018	168.00
4066	565	WARRICK COUNTY TREASURER	7/31/2018	158.00
4066	565	WARRICK COUNTY TREASURER	7/31/2018	134.00
4066	565	WARRICK COUNTY TREASURER	7/31/2018	88.00
4066	565	WARRICK COUNTY TREASURER	7/31/2018	207.68
4066	565	WARRICK COUNTY TREASURER	7/31/2018	172.36
4066	565	WARRICK COUNTY TREASURER	7/31/2018	211.70
4074	21131	MILLER, LESLIE	8/01/2018	111.34
4077	21132	ROBERT J CLABORN ETAL	8/01/2018	39.28
4105	21133	CARL L & KAY L CHAPMAN	8/03/2018	57.10
			Total Account 000-4111.10	9,894.41
Fund 1211 000-4111.10				
3719	3837	ALPHA LASER SERVICES	7/27/2018	69.00
3954	4064	DAVID HEAL	8/03/2018	135.96
			Total Account 000-4111.10	204.96
Fund 1215 000-4211.00				
4011	95065	QUILL CORPORATION	8/13/2018	59.99
			Total Account 000-4211.00	59.99
Fund 1217 000-4324.00				
4005	13185	DEBORAH K STEVENS	7/30/2018	200.64
			Total Account 000-4324.00	200.64
Fund 1219 000-4221.00				
3894	8320	O'REILLY AUTO PARTS	8/13/2018	16.45
			Total Account 000-4221.00	16.45
Fund 1219 000-4232.00				
3887	1009	AIGNER HARDWARE	8/13/2018	2.76
3887	1009	AIGNER HARDWARE	8/13/2018	5.27
3887	1009	AIGNER HARDWARE	8/13/2018	21.59
3887	1009	AIGNER HARDWARE	8/13/2018	14.76
3887	1009	AIGNER HARDWARE	8/13/2018	23.27
3894	8320	O'REILLY AUTO PARTS	8/13/2018	3.98
3894	8320	O'REILLY AUTO PARTS	8/13/2018	42.97
			Total Account 000-4232.00	114.60
Fund 1219 000-4245.30				
3895	7879	CIRCLE CITY PYROTECHNICS	8/13/2018	2,500.00
			Total Account 000-4245.30	2,500.00
Fund 1219 000-4245.40				
3892	20060	TOWN & COUNTRY POOLS, INC.	8/13/2018	17.75
			Total Account 000-4245.40	17.75
Fund 1219 000-4245.50				
3891	9005	THE HOME CITY ICE COMPANY	8/13/2018	247.80
3896	17575	COCA COLA BOTTLING CO	8/13/2018	619.00
4058	18197	FIRST BANKCARD	7/31/2018	261.78
4058	18197	FIRST BANKCARD	7/31/2018	45.00
			Total Account 000-4245.50	1,173.58
Fund 1219 000-4245.60				
3702	11422	UNIFIRST CORPORATION	7/19/2018	42.83
3702	11422	UNIFIRST CORPORATION	7/19/2018	42.83
			Total Account 000-4245.60	85.66
Fund 1219 000-4321.50				
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	19.20
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	37.20
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	18.00
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	43.80
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	22.20
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	31.20
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	23.40
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	15.00
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	45.20
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	45.00
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	15.60
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	9.60
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	34.80
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	29.40
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	42.00
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	22.20
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	40.20
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	49.20
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	22.20
3705	20051	WARRICK SOLID WASTE MGT DIST	7/19/2018	22.20
			Total Account 000-4321.50	588.60
Fund 1219 000-4322.00				
4058	18197	FIRST BANKCARD	7/31/2018	50.00
			Total Account 000-4322.00	50.00
Fund 1219 000-4351.00				
4055	19037	VECTREN ENERGY DELIVERY	7/31/2018	6.75
4055	19037	VECTREN ENERGY DELIVERY	7/31/2018	9.58
4055	19037	VECTREN ENERGY DELIVERY	7/31/2018	9.58
4055	19037	VECTREN ENERGY DELIVERY	7/31/2018	27.00
4055	19037	VECTREN ENERGY DELIVERY	7/31/2018	6.75
			Total Account 000-4351.00	59.66
Fund 1219 000-4361.00				
4058	18197	FIRST BANKCARD	7/31/2018	11.94
4058	18197	FIRST BANKCARD	7/31/2018	89.59
4058	18197	FIRST BANKCARD	7/31/2018	54.67
			Total Account 000-4361.00	156.20
Fund 1219 000-4397.00				
3893	7004	GEM CHEMICAL COMPANY, INC.	8/13/2018	85.63
3893	7004	GEM CHEMICAL COMPANY, INC.	8/13/2018	266.23
3897	14009	NIX SANITARY SERVICE	8/13/2018	140.00
			Total Account 000-4397.00	491.86
Fund 1222 000-4342.00				
3711	1075	AT&T CAPITAL SERVICES, INC	7/19/2018	29,232.12
3882	20336	OnSolve, LLC	7/24/2018	21,500.00
3983	13404	FRONTIER	7/30/2018	294.79
			Total Account 000-4342.00	51,026.91
Fund 1222 000-4441.00				
3860	3861	WORD SYSTEMS INC.	7/24/2018	15,105.00
			Total Account 000-4441.00	15,105.00
Fund 1224 000-4314.00				
4080	22001	VAN AUSDALL AND FARRAR	8/03/2018	55.80
4080	22001	VAN AUSDALL AND FARRAR	8/03/2018	258.98
			Total Account 000-4314.00	314.78
Fund 1224 000-4323.00				
3849	13345	HILTON FORT WAYNE	7/24/2018	600.00
3854	17708	MADOLYN O'NEAL	7/24/2018	250.00
			Total Account 000-4323.00	850.00
Fund 1224 000-4370.00				
3851	14313	PICTOMETRY INTERNATIONAL CORP	7/24/2018	362.23
			Total Account 000-4370.00	362.23
Fund 2001 000-4323.00				
3955	1403	POPAI	8/03/2018	200.00
			Total Account 000-4323.00	200.00
Fund 2002 000-4211.00				
4090	2181	STAPLES CREDIT PLAN	8/10/2018	71.59
4090	2181	STAPLES CREDIT PLAN	8/10/2018	179.99
4090	2181	STAPLES CREDIT PLAN	8/10/2018	18.49
4102	15004	OFFICE DEPOT, INCORPORATED	8/10/2018	56.04
4102	15004	OFFICE DEPOT, INCORPORATED	8/10/2018	87.98
			Total Account 000-4211.00	444.00
Fund 2002 000-4213.00				
3725	565	WARRICK COUNTY TREASURER	7/27/2018	75.00
			Total Account 000-4213.00	75.00
Fund 2002 000-4214.00				
3725	565	WARRICK COUNTY TREASURER	7/27/2018	175.00
4101	565	WARRICK COUNTY TREASURER	8/10/2018	150.00
			Total Account 000-4214.00	325.00
Fund 2002 000-4442.00				
3733	4221	ADVANCED DOCUMENT SOLUTIONS	7/27/2018	14.99
4103	496	CSI COMPUTER SYSTEMS	8/10/2018	1,450.00
			Total Account 000-4442.00	1,494.99

Fund 2502 000-4111.10				
3982	14006	NEWBURGH POLICE DEPARTMENT	7/30/2018	356.00
4051	407	CITY OF BOONVILLE	7/31/2018	180.00
4052	3014	CHANDLER POLICE DEPARTMENT	7/31/2018	156.00
			Total Account 000-4111.10	692.00
Fund 2503 000-4111.10				
3726	14557	DOUBLE D'S	7/27/2018	1,516.25
			Total Account 000-4111.10	1,516.25
Fund 2503 000-4111.20				
4099	13072	MR.GATTIS	8/10/2018	36.35
			Total Account 000-4111.20	36.35
Fund 2504 000-4314.00				
4153	5750	PIRANHA SHREDDING/RECYCLING INC.	8/13/2018	45.00
			Total Account 000-4314.00	45.00
Fund 4009 000-4111.10				
3864	10251	LIEBERMAN TECHNOLOGIES	7/24/2018	300.00
			Total Account 000-4111.10	300.00
Fund 4105 000-4111.10				
3905	18073	RAY ALLEN	8/13/2018	127.99
3905	18073	RAY ALLEN	8/13/2018	-127.99
3905	18073	RAY ALLEN	8/13/2018	1,199.99
3905	18073	RAY ALLEN	8/13/2018	-1,199.99
4010	98220	RAY ALLEN MANUFACTURING CO INC	8/13/2018	1,199.99
4010	98220	RAY ALLEN MANUFACTURING CO INC	8/13/2018	127.99
4135	17445	ELITE K-9 INC	8/13/2018	66.38
			Total Account 000-4111.10	1,394.36
Fund 4501 000-4111.10				
3866	20347	STOLL KEENON OGDEN PLLC	7/24/2018	9,627.13
3867	21103	ROBERT HOLTZ CONSULTING	7/24/2018	2,500.00
3869	13062	MORLEY & ASSOCIATES INC.	7/24/2018	1,986.25
3869	13062	MORLEY & ASSOCIATES INC.	7/24/2018	580.00
			Total Account 000-4111.10	14,693.38
Fund 4502 000-4111.10				
3866	20347	STOLL KEENON OGDEN PLLC	7/24/2018	6,168.75
3867	21103	ROBERT HOLTZ CONSULTING	7/24/2018	2,500.00
			Total Account 000-4111.10	8,668.75
Fund 4506 000-4320.00				
4050	17704	ZIEMER STAYMAN WEITZEL SHOULDERS	7/31/2018	12,776.00
			Total Account 000-4320.00	12,776.00
Fund 4901 000-4211.00				
4044	13262	AMERICAN SCREENING CORPORATION	8/13/2018	240.00
			Total Account 000-4211.00	240.00
Fund 4901 000-4323.00				
3915	7991	VERIZON WIRELESS	7/26/2018	90.03
4043	15149	SENTINEL OFFENDER SERVICES LLC	8/13/2018	333.00
			Total Account 000-4323.00	423.03
Fund 4903 000-4360.00				
3703	20372	RQAW CORPORATION	7/19/2018	2,291.00
			Total Account 000-4360.00	2,291.00
Fund 4903 000-4380.10				
3991	11839	AMERICAN STRUCTUREPOINT INC	7/30/2018	8,446.76
4006	2010	LOCHMUELLER GROUP	7/30/2018	280.00
			Total Account 000-4380.10	8,726.76
Fund 4903 000-4380.15				
3991	11839	AMERICAN STRUCTUREPOINT INC	7/30/2018	796.05
			Total Account 000-4380.15	796.05
Fund 4903 000-4380.70				
3926	18789	CLARK DIETZ, INC.	7/26/2018	5,343.80
			Total Account 000-4380.70	5,343.80
Fund 4903 000-4397.18				
3973	13021	METZGER CONSTRUCTION CO INC.	7/30/2018	54,775.62
3973	13021	METZGER CONSTRUCTION CO INC.	7/30/2018	46,570.41
3973	13021	METZGER CONSTRUCTION CO INC.	7/30/2018	55,084.59
3973	13021	METZGER CONSTRUCTION CO INC.	7/30/2018	31,926.87
4059	16234	ROADSAFE TRAFFIC SYSTEMS INC	7/31/2018	618.80
			Total Account 000-4397.18	198,976.26
Fund 4907 000-4111.10				
3952	15128	FIRST BANKCARD	7/26/2018	375.79
			Total Account 000-4111.10	375.79
Fund 4908 000-4310.00				
4157	14450	MCDOWELL AUTO PARTS	8/13/2018	101.00
			Total Account 000-4310.00	101.00
Fund 4908 000-4314.00				
3856	20526	REISING, CONNOR	7/24/2018	384.62
3909	20526	REISING, CONNOR	7/30/2018	384.62
			Total Account 000-4314.00	769.24
Fund 4908 000-4370.00				
3851	14313	PICTOMETRY INTERNATIONAL CORP	7/24/2018	183.89
			Total Account 000-4370.00	183.89
Fund 4918 000-3810.80				
3992	19226	THOMPSON HOMES LLC	7/30/2018	2,224.00
			Total Account 000-3810.80	2,224.00
Fund 4921 000-4312.00				
3724	10258	CORRISOFT, LLC	7/27/2018	226.60
3727	14804	WABASH VALLEY SERVICE CO	7/27/2018	49.83
3729	5919	REDWOOD TOXICOLOGY LABORATORY IN	7/27/2018	187.50
4089	20864	THE BARN ON THE HILL	8/10/2018	18.20
4090	2181	STAPLES CREDIT PLAN	8/10/2018	9.99
4090	2181	STAPLES CREDIT PLAN	8/10/2018	14.99
4090	2181	STAPLES CREDIT PLAN	8/10/2018	99.72
4090	2181	STAPLES CREDIT PLAN	8/10/2018	115.44
4090	2181	STAPLES CREDIT PLAN	8/10/2018	31.99
			Total Account 000-4312.00	754.26
Fund 5001 000-4111.10				
3948	20495	MERITAIN HEALTH	7/26/2018	51,307.81
4064	17107	MUTUAL OF OMAHA	7/31/2018	2,604.43
			Total Account 000-4111.10	53,912.24
Fund 5200 000-4111.50				
4064	17107	MUTUAL OF OMAHA	7/31/2018	4,746.63
			Total Account 000-4111.50	4,746.63
Fund 5200 000-4111.60				
3947	17836	c/o BNB BANK LOCKBOX	7/26/2018	4,103.75
			Total Account 000-4111.60	4,103.75
Fund 5200 000-4111.70				
3870	8009	HEALTH RESOURCES INCORPORATED	7/24/2018	8,461.32
			Total Account 000-4111.70	8,461.32
Fund 5251 000-4111.10				
3702	11422	UNIFIRST CORPORATION	7/19/2018	3.06
3972	11422	UNIFIRST CORPORATION	7/30/2018	50.25
3972	11422	UNIFIRST CORPORATION	7/30/2018	50.25
3997	11422	UNIFIRST CORPORATION	7/30/2018	3.06
4104	11422	UNIFIRST CORPORATION	8/03/2018	50.25
4104	11422	UNIFIRST CORPORATION	8/03/2018	3.06
4104	11422	UNIFIRST CORPORATION	8/03/2018	3.06
			Total Account 000-4111.10	162.99
Fund 5351 000-4111.10				
3967	6568	DIVISION OF CHILD SUPPORT	8/03/2018	104.00
3968	17743	IN ANNUAL SUPPORT FEE	8/03/2018	165.00
			Total Account 000-4111.10	269.00
Fund 5362 000-4111.10				
3966	4000	TEAMSTERS LOCAL #215	8/03/2018	3.00
4065	20001	TEAMSTERS LOCAL # 215	7/31/2018	670.00
			Total Account 000-4111.10	673.00
Fund 5364 000-4111.10				
3969	18315	CLERK - WARRICK COUNTY SUPERIOR CO	8/03/2018	280.00
3970	20928	ROBERT P. MUSGRAVE, TRUSTEE	8/03/2018	100.00
			Total Account 000-4111.10	380.00
Fund 8021 000-4111.10				
4067	3032	CLERK-TREASURER--TENNYSON	8/01/2018	23.37
4068	3031	CLERK-TREASURER--NEWBURGH	8/01/2018	261.79
4069	3029	CLERK-TREASURER--ELBERFELD	8/01/2018	55.11
4070	3030	CLERK-TREASURER--LYNNVILLE	8/01/2018	69.47
4071	3028	CLERK-TREASURER--CHANDLER	8/01/2018	243.14
4072	3027	CLERK-TREASURER--BOONVILLE	8/01/2018	471.93
4073	1837	WARRICK COUNTY TREASURER	8/01/2018	4,900.56
			Total Account 000-4111.10	6,025.37
Fund 6022 000-4111.10				
4067	3032	CLERK-TREASURER--TENNYSON	8/01/2018	437.99
4068	3031	CLERK-TREASURER--NEWBURGH	8/01/2018	4,905.67
4069	3029	CLERK-TREASURER--ELBERFELD	8/01/2018	1,032.98
4070	3030	CLERK-TREASURER--LYNNVILLE	8/01/2018	1,302.17
4071	3028	CLERK-TREASURER--CHANDLER	8/01/2018	4,557.30
4072	3027	CLERK-TREASURER--BOONVILLE	8/01/2018	8,845.59
4073	1837	WARRICK COUNTY TREASURER	8/01/2018	91,853.14
			Total Account 000-4111.10	112,935.84
Fund 7332 000-4111.10				
4106	3027	CLERK-TREASURER--BOONVILLE	8/06/2018	147,619.17
4107	3028	CLERK-TREASURER--CHANDLER	8/06/2018	22,864.25
4108	3029	CLERK-TREASURER--ELBERFELD	8/06/2018	4,913.92
4109	3030	CLERK-TREASURER--LYNNVILLE	8/06/2018	3,020.50
4110	3031	CLERK-TREASURER--NEWBURGH	8/06/2018	34,280.75
4111	3032	CLERK-TREASURER--TENNYSON	8/06/2018	1,400.33
4112	1837	WARRICK COUNTY TREASURER	8/06/2018	607,962.91
			Total Account 000-4111.10	822,061.83
Fund 8099 000-4200.00				
3853	17696	CHILD SUPPORT ENFORCEMENT AGENCY	7/24/2018	66.75
3853	17696	CHILD SUPPORT ENFORCEMENT AGENCY	7/24/2018	50.70
3853	17696	CHILD SUPPORT ENFORCEMENT AGENCY	7/24/2018	59.60
3853	17696	CHILD SUPPORT ENFORCEMENT AGENCY	7/24/2018	50.42
3853	17696	CHILD SUPPORT ENFORCEMENT AGENCY	7/24/2018	58.67
3916	17696	CHILD SUPPORT ENFORCEMENT AGENCY	7/26/2018	83.49
			Total Account 000-4200.00	368.63
Fund 8501 000-4400.00				
3991	11839	AMERICAN STRUCTUREPOINT INC	7/30/2018	33,787.02
			Total Account 000-4400.00	33,787.02
Fund 8502 000-4400.00				
3991	11839	AMERICAN STRUCTUREPOINT INC	7/30/2018	3,184.21
			Total Account 000-4400.00	3,184.21
Fund 8506 000-4400.00				
3926	18789	CLARK DIETZ, INC.	7/26/2018	21,375.20
			Total Account 000-4400.00	21,375.20
Fund 8507 000-4400.00				
3703	20372	RQAW CORPORATION	7/19/2018	9,164.00
			Total Account 000-4400.00	9,164.00
Fund 8895 000-4311.00				
3911	16665	DOSSETT CONSULTING	7/26/2018	5,900.00
			Total Account 000-4311.00	5,900.00
Fund 8899 000-4211.00				
4130	15004	OFFICE DEPOT, INCORPORATED	8/13/2018	16.23

Fund 9210 000-4110.30			Total Account 000-4211.00	16.23
3723	19655	R & A SPORTS	7/27/2018	121.12
			Total Account 000-4110.30	121.12
			Grand Total	$ 1,745,022.18

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, August 13th, 2018. IC 5-11-10-2 permits the governing body to sign the accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing. We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, in the total amount of: $1,745,022.18 Dated this 13th day of August, 2018.

Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

COPY

Warrick County Claims for Payment

PC Quest (Health Dept.)	$ 308.75	No hourly rate specified on contract / agree
Main St. United Methodist Church (Prosecutor)	$ 1,000.00	IC Code does not allow for donations. Counc
Fifth Third Bank (Economic Dev.)	$ 115.93	Paid to avoid late fees - Coffee, peanuts, dri
Quill (Clerk)	$ 85.49	Tissues
Office Depot (Commissioners)	$ 61.69	Filters
Posey's Supermarket (Storm Water)	$ 20.00	Bottled Water
Office Depot (Engineering)	$ 66.94	Water, Soap, Forks, Plates
Total:	$ 1,658.80	

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

Clark Dietz

July 23, 2018

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

Re: Detention Pond Design, Bell Road Project from High Pointe to Telephone Road (Des. 1401384)

Dear Mr. Howard:

Per your request, we have prepared a design proposal to include a detention pond at the northeast corner of Bell Road and Vann Road. The project plans and final contract documents will include the design change. Attached to this letter are the following documents:

- Attachment A - Supplement Number 4 to our Original Agreement
- Attachment B - Fee Estimate Documentation

Our fee for the additional detention pond design services is summarized as follows:

Detention Pond Design	$26,375	
Environmental Document and Permit Updates	$20,200	
Geotechnical Report Updates (Included in Pond Study Fee)	$1,300	
Survey & R/W Engineering	$2,500	
R/W Services – detention pond	$4,225	
Subtotal – Detention Pond Design		$54,600
R/W Services	$8,825*	
TOTAL		$63,425*

*Includes $8,825 fee for updating total # parcels to 67 from 66 in original contract for r/w services. This part of the fee is unrelated to the detention pond revision.

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

Sincerely,

Robert B. Iversen, P.E.
Project Manager, Clark Dietz, Inc.
E-mail: rob.iversen@clarkdietz.com
cc: Kevin Hetrick

Attachment A – Supplement #4 Contract

SUPPLEMENTAL AGREEMENT NO. 4

This supplemental agreement made and entered into this _____ day of _____, 2018, by and between Warrick County, Indiana, acting by and through its proper officials, hereinafter referred to as the "Local Public Agency" or "LPA", and Clark Dietz, Inc., Consulting Engineers, hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the Local Public Agency and the Consultant did, on March 28, 2016, enter into an Agreement for providing engineering services for the design and preparation of construction plans for proposed roadway improvements on Bell Road from High Pointe Drive to Telephone Road (Des. No. 1401384), and

WHEREAS, it has been determined by the Local Public Agency that additional services are now required to perform a design and implementation in the project plans and documents of a detention pond at the NE corner of Bell Road and Vann Road, and

WHEREAS, in order to provide for completion of these services it is necessary to amend and further supplement the original Agreement by $63,425.

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

A. The original Contract is amended to provide for the additional services required to perform a detention pond design for the proposed roadway improvements on Bell Road from High Pointe Drive to Telephone Road.

Detention design and implementation in the project plans, documents, and submittals to INDOT will be completed.

B. Amount of Payment Section of Appendix D of the original Agreement is amended to read as follows:

1. The total compensation for this Agreement shall not exceed $1,287,695.00 unless approved in writing by the LOCAL PUBLIC AGENCY.
2. The following is a breakdown of the supplemental items of work to be performed under this agreement and the fees for each item:

Detention Pond Design	$26,375
Environmental Document and permitting updates	$20,200
Geotechnical Report Updates	$1,300
Survey and R/W Engineering	$2,500
R/W Services – Detention Pond	$4,225
Subtotal (Detention Pond Design)	$54,600
R/W Services – Updated for 67 project parcels	$8,825
Total	$63,425

3. Except as herein modified, changed and supplemented, all terms of the original Agreement, dated March 28, 2016, shall continue in full force and effect.

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

CONSULTANT
Clark Dietz, Inc.

Hans Peterson, P.E. Senior Vice President

ATTEST:

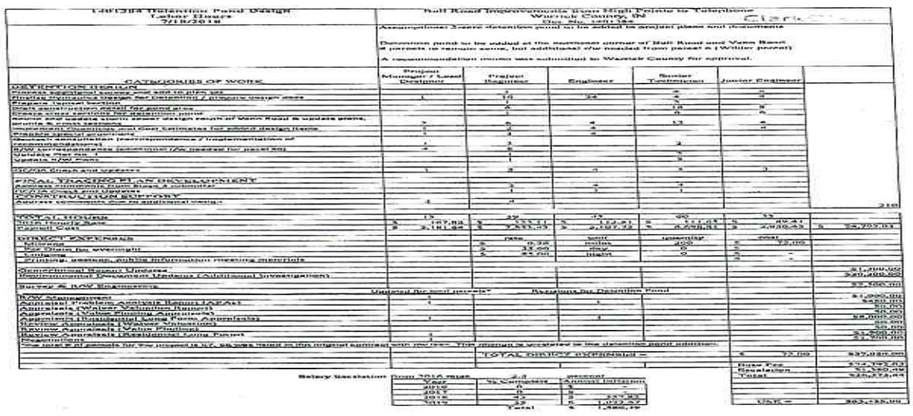
LOCAL PUBLIC AGENCY
Warrick County
Board of County Commissioners

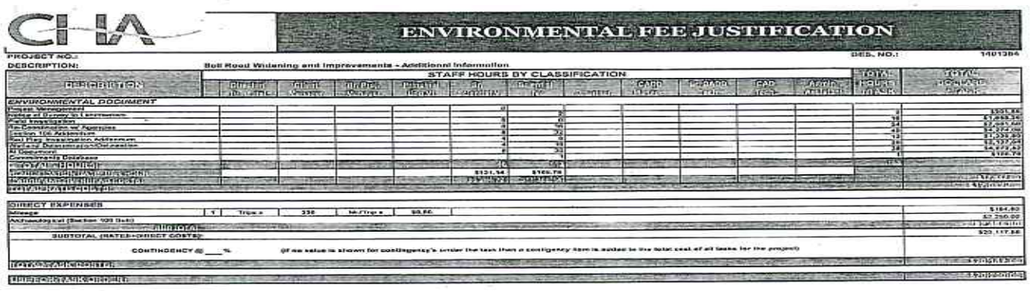
Dan Saylor, President

Robert Johnson, Vice President

Marlin Weisheit, Member

Attachment B – Fee Estimate Documentation





July 12, 2018

Clark Dietz, Inc.
Attn: Robert Iversen
8000 Keystone Crossing Suite 900
Indianapolis, IN 46240
Sent Via email: rob.iversen@clarkdietz.com

Re: Land Survey Services
Bell Road Widening-Additional Services
Morley PR18.0.171-Current Project 9850

Robert,

Morley is pleased to submit this proposal to provide professional services relating to the above referenced project as shown on the attached map. Based on our preliminary e-mail discussions and review of the current information we have on the project, the following are the services to be provided by Morley for the referenced project:

Land Survey Services

Topography Survey

1. Complete Topography survey of proposed 2-acre detention pond at NE Corner of Bell Road and Vann Road. The location is currently planted in corn, with the corn now being over 6 foot tall. Per our conversation about the owner, we will contact the Warrick County Engineer to get assistance in getting on-site to do the work. For the additional drawing, we will either create an entirely new page or it will be show on Sheets 4 & 5 of our current set.
2. The Route Survey will not be revised, as neither control or section lines will change for this work.

R/W Engineering

1. Prepare the right of way engineering documents so that the property can be purchased and add into LRS.
2. Stake new right of way or boundaries of new area to be purchased with wooden stake.

Any service(s) not clearly expressed herein are not included or implied as part of this proposal. All services are rendered one time only.

Clark Dietz - PR18.0.171
July 12, 2018

Compensation

Morley proposes to provide the services described above as follows:

Lump Sum = $2500

Summary

This proposal constitutes the services to be provided by Morley on the project described above. This proposal is offered for a period of 30 days after which, if said proposal has not been executed, said proposal should no longer be valid.

If this proposal is acceptable, please sign and date the Authorization below and return one copy to our office via fax at (812) 464-2814 or by email.

We look forward to working with you on this project. If you have any questions, or require additional information, please feel free to call me at (812) 464-9585.

Sincerely,

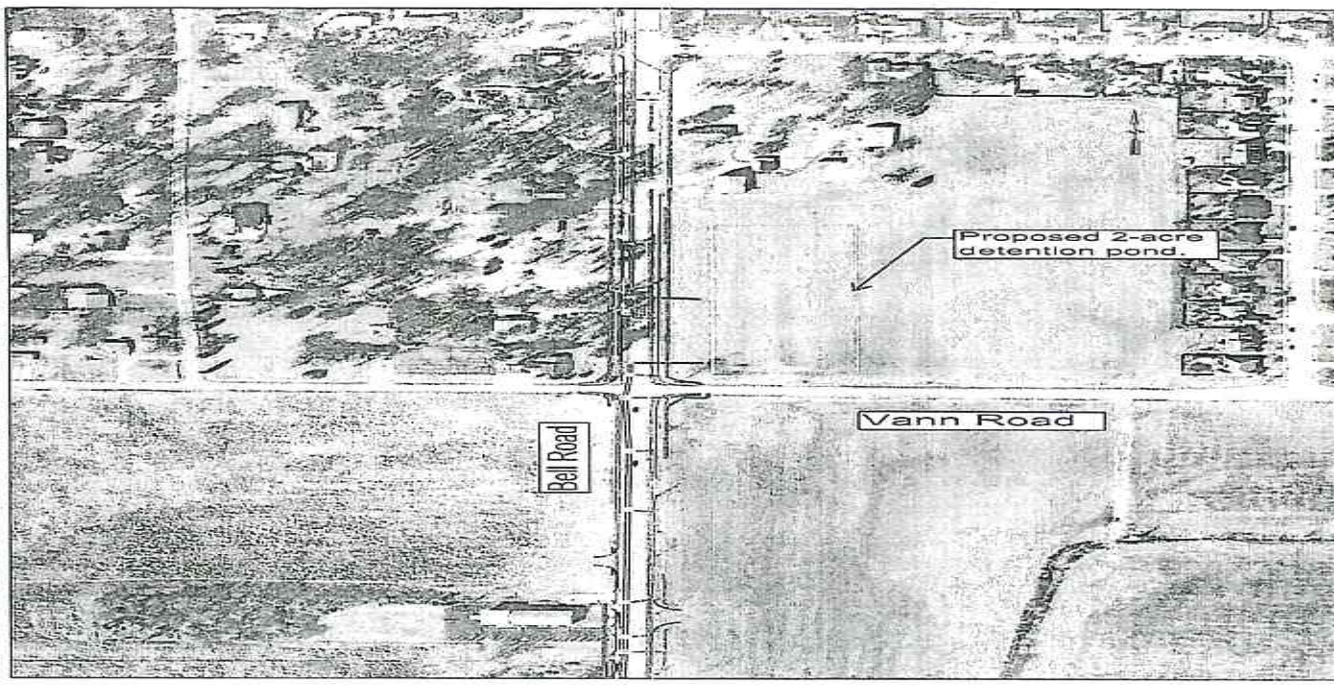
Bret A. Sermersheim, PS
Managing Surveyor

Authorization: Client Name: Clark Dietz

Signature: Wesley E Christmas PE ENV SP — Mailing Address
Authorized by (Printed) — Email Address
Title: Senior Vice President — Phone
Date: 7/13/2018 — Fax
Encl: Site Plan
cc: File

J:\Proposal & Promotions\2018\PR180171\PR18.0.171.docx

Page 02



REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

Early Assessment Right of Way Cost Estimate

Appraisal Services

Review Appraisal Services

Buying Services

Relocation Services

LOCHMUELLER GROUP

6200 Vogel Road, Evansville, Indiana 47715 • 812.479.6200

FILED
OCT 2 5 2017

October 19, 2017

Warrick County Commissioners
107 W. Locust Street
Boonville, Indiana 47601

RE: Federal Aid Application Assistance
Lochmueller Project No: 117-0115-OHY

Dear Commissioners:

Lochmueller Group, Inc. is pleased to provide our proposal to assist the Warrick County Commissioners in preparing the INDOT funding application for the replacement of Warrick County Bridge 310 which carries Myers Road over Caney Creek, which is a "Select" (historic) bridge. The services to be provided include the development of estimates of project costs including construction, design, right-of-way engineering and acquisition, utility coordination and relocations, and construction inspection.

Lochmueller shall provide these services for a lump sum fee of $250.00.

In addition, at the request of the County, Lochmueller shall participate in the INDOT project review process at the INDOT Vincennes District Office. Lochmueller shall provide this services for an additional fee of $250.00 if authorized to do so in writing by the County.

If you are in agreement with the stated services and the compensation thereof, please sign both copies of this agreement and return one copy to our office for our records.

Sincerely,

LOCHMUELLER GROUP, INC.

MATTHEW E. WANNEMUEHLER
VICE PRESIDENT/CHIEF ADMINISTRATIVE OFFICER

October 19, 2017
DATE

Acceptance of Proposal

WARRICK COUNTY COMMISSIONERS

DAN SAYLOR
DISTRICT 1

MARLIN WEISHEIT
DISTRICT 2

ROBERT JOHNSON
DISTRICT 3

10/23/17
DATE

LOCHMUELLER GROUP
6200 Vogel Road, Evansville, Indiana 47715

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 IS MADE AND ENTERED INTO THIS _____, BY AND BETWEEN THE WARRICK COUNTY COMMISSIONERS, HEREINAFTER REFERRED TO AS THE "CLIENT" AND LOCHMUELLER GROUP, INC., HEREIN AFTER REFERRED TO AS THE "CONSULTANT".

WITNESSETH

WHEREAS, the CLIENT and LOCHMUELLER did on October 23, 2017 enter into an Agreement to provide Federal Aid Application Assistance for the Warrick County Bridge #310, and

WHEREAS, it has been determined that a Historic Bridge Analysis needs to be completed prior to submitting the application for federal funds, and

WHEREAS, the CLIENT desires the CONSULTANT to develop a Historic Bridge Alternative Analysis, and

WHEREAS, the CONSULTANT has expressed an interest to provide the additional services, and

WHEREAS, in order for the CONSULTANT to provide the additional services, it is necessary to amend the original agreement, and

NOW, THEREFORE, it is agreed by and between both parties that the original agreement be amended as follows:

1. **The first paragraph of the letter proposal dated October 19, 2017 is amended to read as follows:**

Lochmueller Group, Inc. is pleased to provide our proposal to assist the Warrick County Commissioners in prepare the INDOT funding application for the replacement of Warrick County Bridge #310 which carries Myers Road over Caney Creek, which is a "Select" (historic) bridge. The services to be provided shall be as set forth in Attachment "A", attached hereto and incorporated herein by reference.

ATTACHMENT "A"

The CONSULTANT shall provide the following services:

1.0 Develop an opinion of probable cost which shall include the following costs:
- 1.1 Design
- 1.2 Right-of-Way Engineering and Acquisition
- 1.3 Utility Coordination and Relocations
- 1.4 Construction Inspection
- 1.5 Construction

2.0 Develop a Historic Bridge Alternatives Analysis in accordance with the "Programmatic Agreement among the Federal Highway Administration (FWA), the Indiana Department of Transportation (INDOT), the Indiana State Historic Preservation Officer (ISHPO), and the Advisory Council on Historic Preservation Regarding Management and Preservation of Indiana's Historic Bridges. Upon guidance received from INDOT and the CLIENT, the CONSULTANT shall complete steps 1-6 under Section III, Subsection A of the above referenced document until the Indiana SHPO concurs with the preferred alternative. The following alternatives shall be evaluated:
- 2.1 No-Build/Do Nothing
- 2.2 Rehabilitation for Continued Vehicular Use
- 2.3 On-Way Pair Rehabilitation
- 2.4 Bypass/Build New Structure
- 2.5 Relocation with New Bridge Construction

The alternatives shall include preliminary design, cost estimates, and any needed drawings/graphics for the preparation of the report.

3.0 Upon completion of the alternatives, a preliminary preferred alternative shall be identified and a draft report shall be distributed to INDOT and the CLIENT for their review. All necessary revisions and coordination will be completed until concurrence is granted from the Indiana SHPO.

4.0 Services Not Being Provided by CONSULTANT
The services not being provided by CONSULTANT under this Agreement include, but are not limited to, the following:
- 4.1 NEPA Documentation/Environmental Services
- 4.2 Topographic Survey
- 4.3 Permitting Services
- 4.4 Hydraulic Structure Sizing
- 4.5 Right-of-Way Services

Except as herein modified, changed and amended, all terms and conditions of the original Agreement dated October 23, 2017 shall continue in full force and effect.

This Amendment No. 1 increases the not-to-exceed total of $250.00 by $28,000.00 to a new lump sum fee of $28,250.00.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement effective the day and year first above written.

LOCHMUELLER GROUP, INC.

MATTHEW E. WANNEMUEHLER
VICE PRESIDENT/CHIEF ADMINISTRATIVE OFFICER

July 24, 2018
DATE

WARRICK COUNTY COMMISSIONERS

DAN SAYLOR
District 1

Marlin Weisheit
Marlin Weisheit
District 2

ROBERT JOHNSON
DISTRICT 3

DATE

Contract No:R -30473 Change Order No.: 015

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

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

Change Order Information
Date Generated: 00/00/0000
Change Order No.: 015
Date Approved: 00/00/0000
EWA: N or Force Acct: N
Reason Code: CHANGED COND, Weather Related
Description: Weather Delay Time Extension

Original Contract Amount	$ 6,072,995.00	
Current Change Order Amount	$ 0.00	Percent: 0.000 %
Total Previous Approved Changes	$ 100,959.67	Percent: 1.662 %
Total Change To-Date	$ 100,959.67	Percent: 1.662 %
Modified Contract Amount	$ 6,173,954.67	

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

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

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

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

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

Contract No:R -30473 Change Order No.: 015

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 2

Review and Approval Information

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -30473 INDIANA Date:07/17/2018
Change Order No:015 Department of Transportation Page: 3

Contract: R -30473
Project: State:0500636
Change Order Nbr: 015
Change Order Description: Weather Delay Time Extension
Reason Code: CHANGED COND, Weather Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	SS qty	Comment	Amount Change

Total Value for Change Order 015 = $ 0.00

Contract Completion Date Time Adjustment
Original Completion dt: 11/15/2018 Adj compl dt 04/15/2019 Adj No. of Days 5
Explanation:

Milestone Time Adjustment
MileStone Nbr: 01
Milestone Description: INTERMEDIATE COMPLETION DATE:
Original Completion dt: 09/01/2018 Adj compl dt 08/30/2018 Adj No. of Days 5
Explanation:

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

INDOT Specification 108.08 lists five days for the number of normal inclement weather days in the month of June. The controlling operation was delayed during 12 working days of inclement weather in June 2018, seven days over the normal number of inclement weather days. These dates included June 11 to June 13, June 21 to June 23 and June 25 to June 30. A seven working day (eight calendar day) time extension adjusts the intermediate completion date from August 22, 2018 to August 30, 2018 and final completion date from April 7, 2019 to April 15, 2019.

Change Order Explanation for Specific Line Item

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

Contractor: JBI Construction, Inc. Signed By: _____

Date: July 26, 2018

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

Contract No:R -30473
Change Order No:015

INDIANA
Department of Transportation

Date:07/17/2018
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE)

(SIGNATURE) (TITLE) (DATE)

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status

JBI CONSTRUCTION, INC.

10336 Hedden Rd. • Evansville, IN 47725 • (812) 867-5959 • fax (812) 867-5993 • www.jbiconsts.com

Mr. Tyler Price, Project Engineer
American Structurepoint, Inc.
20 East Sycamore Street
Evansville, IN 47713

July 2, 2018

RE: R-30473 – Request for Time Extension

Dear Mr. Price:

JBI Construction, Inc. is writing to formally request a time extension past the Intermediate Completion Date of August 22, 2018 per Standard Specification 108.08(a).6 (Delays due to above normal inclement weather). Per Section 101.02, the month of June lists 5 days in the table for estimated "Normal Inclement Weather Days". JBI Construction has recognized 12 days of inclement weather for the month of June 2018 which includes days following weather events that delayed the controlling operation for Phase 4B. These dates are as follows: June 11th thru June 13th, June 21st thru June 23rd, and June 25th thru June 30th. Furthermore, Phase 4A has not been sodded due to the same inclement weather delays noted above. Therefore, JBI Construction would like to request the intermediate completion date for this project be extended a total of seven (7) work days to August 30, 2018.

JBI Construction will continue to monitor any future delays to the controlling operation and will notify the Engineer as soon as possible.

Your prompt response and consideration of this matter will be greatly appreciated. If you should have any questions concerning this correspondence, please do not hesitate to call me at (812) 867-5959 or mobile at (812) 598-7177.

Respectfully,
JBI Construction, Inc.

Casey A. Lasher, Vice President of Operations

Equal Opportunity Employer

Baehl, Jamie

From: Meeks, Nickolas W <NMeeks@indot.IN.gov>
Sent: Friday, July 27, 2018 7:23 AM
To: Baehl, Jamie; Schum, Curt
Cc: Price, Tyler
Subject: RE: R-30473 Change Order 15- Weather Delay Time Extension

I don't see anything that stands out to me. I will let Curt make the decision on this one. Thanks for keeping me in the loop

Thanks,

Nickolas Meeks
Project Manager
3650 South U.S. Highway 41
Vincennes, IN 47591
Office: (812)-895-7397
Cell : (812)-681-1186
Email: NMeeks@indot.IN.gov

Click Here To Sign Up for INDOT Project Email and Text Alerts!

From: Baehl, Jamie [mailto:jbaehl@structurepoint.com]
Sent: Thursday, July 26, 2018 3:55 PM
To: Meeks, Nickolas W <NMeeks@indot.IN.gov>; Schum, Curt <CSCHUM@indot.IN.gov>
Cc: Price, Tyler <tprice@structurepoint.com>
Subject: R-30473 Change Order 15- Weather Delay Time Extension

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Curt and Nick,
Could you take a look at this change order and let me know if you would like me to make any changes?
Thanks,

JAMIE BAEHL, EI
Inspector, Construction Solutions Group
20 E Sycamore Street
Evansville, IN 47713
812.402.4509 OFFICE
812.664.4955 CELL
structurepoint.com WEB

STRUCTUREPOINT

Best Places to Work in Indiana
Best Employers in Ohio

Bachl, Jamie

From: Schum, Curt <CSCHUM@IndotIN.gov>
Sent: Friday, July 27, 2018 8:51 AM
To: Bachl, Jamie
Subject: Re: R-30473 Change Order 15- Weather Delay Time Extension

Looks ok to me.

Sent from my iPhone

On Jul 26, 2018, at 2:55 PM, Bachl, Jamie <jbachl@structurepoint.com> wrote:

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Curt and Nick,
Could you take a look at this change order and let me know if you would like me to make any changes?
Thanks,

JAMIE BACHL, EI
Inspector, Construction Solutions Group
20 E Sycamore Street
Evansville, IN 47713
812.402.4509 office
812 664.4955 cell
structurepoint.com web

<image001.png>

<image002.png> <image003.png> <image004.png> <image005.png> <image006.png>

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Contract No:R -30473 Change Order No.: 016

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

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

Change Order Information
Date Generated: 00/00/0000 Change Order No.: 016 EWA: Y or Force Acct: N
Date Approved: 00/00/0000
Reason Code: SCOPE CHANGES, Added Quantities/Items
Description: No. 2 Stone at Retaining Walls

Original Contract Amount	$ 6,072,995.00	
Current Change Order Amount	$ 4,482.91	Percent: 0.074 %
Total Previous Approved Changes	$ 100,959.67	Percent: 1.662 %
Total Change To-Date	$ 105,442.58	Percent: 1.736 %
Modified Contract Amount	$ 6,178,437.58	

Time Extension Information
Date Initiated 00/00/0000 Date Completed 00/00/0000
Original Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)
Time Element Description:
Current Time Extension SS Days 0 SP Days 0 SP Days Value $ 0.00
Previous Time Approved SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____
SS Days_____ SP Days Value $ _____
Revised Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

Contract No:R -30473 Change Order No.: 016

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 2

Review and Approval Information

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -30473
Change Order No:016

INDIANA
Department of Transportation

Date:08/02/2018
Page: 3

Contract: R -30473
Project: 0500636 - State:0500636
Change Order Nbr: 016
Change Order Description: No. 2 Stone at Retaining Walls
Reason Code: SCOPE CHANGES, Added Quantities/Items

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0214	0500636	0214	301-12231	CYS	144.610	31.000	C	Amount:$ 4,482.91

Item Description: COMPACTED AGGREGATE NO 2
Supplemental Description1: Stone at Retaining Wall
Supplemental Description2:

Total Value for Change Order 016 = $ 4,482.91

Contract Completion Date Time Adjustment
Original Completion dt: 11/15/2018 Adj compl dt: 04/18/2019 Adj No. of Days 3
Explanation:

Milestone Time Adjustment
MileStone Nbr: 01
Milestone Description: INTERMEDIATE COMPLETION DATE:
Original Completion dt: 09/01/2018 Adj compl dt: 09/05/2018 Adj No. of Days 5
Explanation:

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

This change order is for the No. 2 stone to be placed behind Retaining Walls 1, 2 and 3. Originally, it was planned to place sod from the back of the retaining walls to the existing grade. A chain link fence was to be installed about one foot behind the walls. This plan would make the sod in front of the fence unmanageable. The contractor will place geotextile (paid for with existing pay item) and Compacted Aggregate, No. 2 stone for a two foot width and six inch depth along the fence line to aid in homeowner maintenance. The INDOT bid history excel sheet was utilized to ensure the price of the No. 2 stone was reasonable. The new price was outside the 95 percent confidence interval due to the small quantity of material required. The Area Engineer approved moving forward with the change order since the contractors cost breakdown was reasonable. Due to the time consuming nature of this work, the contractor has also requested a three day time extension. No work will occur on Labor Day (September 3), therefore the intermediate completion date will change from August 30, 2018 to September 3, 2018. The final completion date will adjust from April 15, 2019 to April 18, 2019.

Change Order Explanation for Specific Line Item

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

Contractor: JBI Construction, Inc. Signed By:

Date: August 2, 2018

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

Contract No:R -30473
Change Order No:016

INDIANA
Department of Transportation

Date:08/02/2018
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE)

(SIGNATURE) (TITLE) (DATE)

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status

JBI CONSTRUCTION, INC.
10335 HEDDEN ROAD
EVANSVILLE, INDIANA 47725
(812) 867-2959
FAX: (812) 867-5993

CHANGE ORDER SUBMITTED TO:
American Structurepoint
Attn: Tyler Price
Email: tprice@structurepoint.com

JOB DESCRIPTION:
INDOT Project: R-30473
Lincoln Ave from Bell Rd to Lenn Rd
Newburgh, IN

Change Order Pricing July 16, 2018

ITEM	DESCRIPTION	U/M	EST. QTY.	UNIT PRICE	TOTAL
301-12231	Compacted Aggregate No 2 Stone	CYS	31.00	$144.61	$4,482.91

Change Order Total: $4,482.91

- The above price is based on preparing/excavating previously placed dirt and placing No 2 Stone at the back of each modular block retaining wall approximately 2' wide and 6" deep for erosion concerns.
- Geotextile, if required, shall be paid as existing contract unit price.
- Please note that this is additional work outside the original contract and will require additional time for construction. Upon approval of this change order, JBI Construction would like to request an additional 3 days be added to the Intermediate Completion date.

Breakdown

	Totals	Overhead & Profit	Unit Price
Labor:	$51.84	20.00%	$62.21
Equipment:	$24.68	12.00%	$27.64
Material:	$27.10	12.00%	$30.35
Haul:	$22.19	10.00%	$24.41

Unit Price: $144.61

All material to be as specified and the above work performed in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner. Any alteration or deviation from the specifications involving extra costs will be executed only upon written order and will become an extra charge over the above estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on the above work. Workmen's Compensation and public liability insurance provided by JBI Construction, Inc. per INDOT specifications.

Submitted By: Casey A. Lasher Date: July 16, 2018

ACCEPTANCE OF CHANGE ORDER, MUST BE SIGNED & RETURNED BEFORE WORK IS PERFORMED.
The above prices, specifications and conditions are satisfactory and are hereby accepted.
SIGNATURE: Date:

If acceptable, please return by fax, or mail, a signed copy of this proposal. Thank you.

Equal Opportunity Employer

Item Selected: 301-12231 Item Desc: Compacted Aggregate No 2 Contract No: 30473 #N/A

Contract: R 30473 # of Des: 1 Awarded: 12/13/2016 Work Type: Road Construction
Dist: V County: Warrick Award $: $6,072,905.00 Prime Contractor: J R I Construction Inc

N = 18

	Min	W Average	Median	Max
	$35.00	$49.86	$56.11	$400.00

Filtered Data		*2) Enter Range
Min Quantity:	4	1
Max Quantity:	954	1000
Min Award:	$207,459	
Max Award:	$11,240,000	$12,000,000
From Year	2017	
Until Year	2018	

N:	18
Min:	$35.00
Max:	$400.00
Straight Av.:	$50.48
Weighted Av.:	$50.01
Median	$56.11
Std Dev.	$97.63

*3) Optional: % of Price Range to be Included (Default 50%):
$0.0% (or +/- 25% from average)
From: $34.00 < 50% Range < To: $65.72
$1.31 < 95% Confid. < $98.42
(95% or +/- 47.5 % from average)
Unit: CYS
*4) New Price: $144.61 Outside 95% limit

95% Limit	-25% Range	Average	+25% Range	95% Limit	New Price
$1.31	$34.34	$49.86	$65.38	$98.42	$144.61

Unit (Must show one only): CYS
Optional: Pre: B R RS
Optional: Letting Year: 2018 2017
Optional: Dist: C F G L S V

Advanced: Forecasting and Predicting the Price of Specific Quantity (using Some Selected Ranges, without slicers or manual filters)

1) Click On:
2) Select Yes: Selected Item? Yes
3) One Unit only: Unit CYS
4) Enter quantity: 33 (4 < q < 954)
5) Enter Range: 50%
6) Resize Chart

	Unit Price
Higher Estimate	$154.08
Middle Estimate	$130.35
Lower Estimate	$106.62
Total Amount:	$4,040.85

Optional: Enter Graph Limit to plot the data for quantity: 25% 25% Below, or 23.25 Above, or 38.75

Comments:
The new price was outside the 95 percent confidence interval due to the small quantity of material required. The Area Engineer approved moving forward with the change order since the contractor's cost breakdown was reasonable.

Name: Jamie Dashl
Date: 7-25-18

Client Information

ALPHA IMAGING LASER

Service Contract

Customer: Warrick County Assessors Judicial Center
Address: 1 County Square Suite 280
City, State, Zip: Boonville, IN 47601
Phone #: 812-897-6089 ALI Rep: Ryan Brown
CONTRACT LENGTH X 12 Months Other, Specify
Start Date: 7/31/18
Fax:
Operator Email Address: sredman@warrickcounty.gov
Key Operator: Sarah Redman

Equipment Information

Location	Machine Model	ALI Machine ID	Meter Start	Serial Number
1. Assessor's - Judicial center	MPC4504ex	WCA-7686	0	C738M540870
2.				
3.				

Billing Cycle and Coverage

Cycle		Coverage		Cycle		Coverage		Cycle		Coverage		Cycle		Coverage	
Monthly	X	PO		Monthly		PO		Monthly		PO		Monthly		PO	
Quarterly		PLO		Quarterly		PLO		Quarterly		PLO		Quarterly		PLO	
6 Months		PLT		6 Months		PLT		6 Months		PLT		6 Months		PLT	
Annual		PLA		Annual		PLA		Annual		PLA		Annual		PLA	
		PLAS	X			PLAS				PLAS				PLAS	

Contract Type and Rates

B/W: MPC4504ex		Color: MPC4504ex		B/W:		Color:	
Arrears X	Base/Overage	Arrears X	Base/Overage	Arrears	Base/Overage	Arrears	Base/Overage
Costs/Copy $0.005	Base Copies	Costs/Copy $0.045	Base Copies	Costs/Copy	Base Copies	Costs/Copy	Base Copies
	Base Charge		Base Charge		Base Charge		Base Charge
	Overage CPC		Overage CPC		Overage CPC		Overage CPC

TOTAL SERVICE BASE: N/A

Scan-To-Email Hosting : $10.00 Per Month Per Device Accept____ Decline X

Add Equipment to Existing Contract Yes____ No X NA____

Contract Notes

Embedded @ Remote Included on Lanier / Ricoh / Savin Devices

Please read/review the terms and conditions of the service agreement.
To decline the ALI service offering, please initial below.
I understand that manufacturer warranty does not cover any consumables or drums. I understand that although the parts are covered under manufacture warranty, the labor to replace or adjust defective parts may not be covered under any warranties and I will be responsible for these charges.

Initial Here

By signing below, I agree I am authorized to enter into a legal binding contract with ALI and that I have read and understand the terms of my contract and accept those terms.

ALI Service Contract Coverage Legend
Please note that all references to "copy", "page", or "click" represent one 8.5" X 11" single sided copy.

PO - Parts Coverage Only
Note: Parts do not include developer, toner, drums, or maintenance kits. Shipping or delivery charges may apply.
PLO - Parts and Labor Coverage
PLT - Parts, Labor, and Toner Coverage
PLA - Parts, Labor, Toner, and Drums Coverage
PLAS - Parts, Labor, Toner, Drums, and consumable shipping covered.

Customer Signature: Dan Saylor Title: President, Warrick County Commissioners Date: 08/20/2018
ALI Acceptance: Print: Dan Saylor Date:

ALPHA IMAGING LASER

Service Contract Terms & Conditions

Alpha Laser & Imaging, LLC (ALI) is committed in providing the highest level of service for the products and solutions we offer. We want our customers to be familiar with the equipment they buy or lease from us and strive to keep those products in top working condition throughout its service life. ALI therefore will provide training for the customer referred to above ("Customer/You") and will maintain the equipment covered by the contract or invoice number referred to above ("Equipment/Product") pursuant to the following term and conditions:

1. **Initial Inspection.** To be eligible for coverage under this agreement, each item of Equipment must be subjected to an initial inspection by our service department personnel and determined by them to be in good working condition, connected to suitable electrical services, with appropriate surge protection devices, within five business days before or after the date this agreement takes effect. Our service personnel will notify you immediately if any item of Equipment is not eligible; if that should occur ALI and its sole discretion may elect to terminate this agreement; may offer you (at a modified price) coverage of remaining items found to be eligible for coverage; and /or may offer (for a specific price) to recondition or change the ineligible items to make them eligible for coverage. In any event, ALI will keep a log of all initial inspections of the Equipment and, upon request, will provide you with a copy of the log.

2. **Training.** For each item of Equipment, you will designate the person (s) to be trained in its use. ALI will train one person to use each item of equipment sold; others can observe during the training session.

3. **Routine maintenance calls.** During normal business hours, ALI will stop by your facility from time to time during the term of this agreement to inspect, maintain, and service the Equipment. Parts that are worn or broken in the course of normal use will be repaired or replaced (at ALI discretion) at no charge per manufacturer specifications.

4. **Product Service & Supplies.** ALI will provide full coverage maintenance services, including replacement parts, drums, developer, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding the following holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving; Day after Thanksgiving; and Christmas Day. ALI will also provide the supplies required to produce images on the Product covered under the Product Schedule (other than non-metered Product and self-metered Product). The supplies will be provided only by ALI according to manufacturer's specifications. ALI reserves the right to assess a reasonable charge for supply shipments if you request overnight delivery. If ALI determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or ALI may refuse you additional supply shipments, or as otherwise agreed to by the parties. Optional supply items such as paper, and transparencies are not included, unless otherwise agreed to by the parties in writing. Charges are based on standard 8.5x11 images. ALI reserves the right to assess additional image charges for non-standard images, including 11x17 images or consumption of covered supplies varying significantly from expected usage or as otherwise agreed to by both parties. If your facility is within our service coverage, there will be no trip charge for to your facility. Customer not under agreement will be charged rates according to their distance from ALI. (You will not be billed trip charges for initial installation and/or training).

Customer Initial: DS

5. **Service Levels.**

   (a) **Response Time.** ALI will provide a one (1) hour phone response to service calls measured from receipt of your call. ALI will provide a four (4) business hour average response time for all service calls located within our designated service area, and a six (6) business hour average response time for service calls located 75 miles or greater from ALI's service center for the term of the Product Schedule. Response time is measured in aggregate for all Product covered by the Product Schedule.

   (b) **Uptime Performance.** ALI will service the Product to be operational with a quarterly uptime average of 95% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to ALI and will end when the Product is again operational. You agree to make the Product available to ALI for scheduled preventative and interim maintenance. You further agree to give ALI advance notice of any critical and specific uptime needs you may have so that ALI can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

   (c) **Performance Commitment & Replacement of Equipment.** ALI is committed to performing these Service Commitments at the highest level and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. Should a Product or an accessory not be able to be maintained in conformance with manufacturer's specifications, ALI shall, at its own expense, replace such Product with another unit of the same product designation as that Product and ALI shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Product it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities. If a loaner machine is required due to backordered parts and/or the ability to repair the machine in a timely fashion, click charges will be billed separately during usage. ALI shall re-perform any Services not in compliance with this warranty and brought to ALI's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with ALI's performance, you must send a letter outlining your concerns to ALI's corporate address. Please allow 24 hours for resolution.

6. **Meter Readings.** As part of its services, ALI may, at its discretion and dependent upon device capabilities, provide remote meter reading equipment monitoring services using @Remote solution. This will allow for automated meter readings and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure or common issues such as paper jams and enable firmware upgrades. The meter count and other information collected by @Remote is sent via the internet to remote servers. @Remote cannot and does not collect Customer document content or user information.

7. **Basic Connectivity Services.** If any software, system support or related connectivity services are specifically set forth on an order and accepted by ALI, ALI shall provide any such services at the Customer's location set forth in the order, as applicable, or on a remote basis. Customer shall provide ALI with such access to its facilities, networks and systems as may be reasonably necessary for ALI to perform such services. Unless connectivity services are specifically identified in the order as part of the services to be performed by ALI, ALI shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

8. **IT and Professional Services.** Customer may acquire connectivity, IT and professional services (ITS/PS Services) from ALI by executing and delivering to ALI an order for scope of work (SOW) assessment. ALI shall provide any such ITS/PS Services at the Customer's location (s) or on a remote basis as set forth in the SOW. Customer shall provide ALI with such access to facilities, networks and systems as may be reasonably necessary for ALI to perform such ITS/PS Services. Estimated delivery and/or service schedules contained in any order or SOW are non-binding estimates.

9. **Miscellaneous.** These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of ALI. ALI and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as

2 Customer Initial: DS

set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and not product warranties. Except as expressly set forth herein, ALI makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by ALI, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. These Service Commitments shall be governed according to the laws of the State where your principal place of business or residence is located without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer.

10. **Reconditioning.** Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if ALI determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Company will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, ALI may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, ALI will make service available on a "Time and Material Rate" basis at ALI's then prevailing rates at the time of service.

11. **Equipment returns; Damaged Products.** No products may be returned without ALI's prior written consent. Only consumable goods invoiced within (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking fee equivalent to (30%) of the purchase price. Products returned without written authorization from ALI may not be accepted by ALI and is the sole responsibility of Customer. All non-saleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to ALI within five (5) days after receipt of Products.

12. **Transfer of coverage.** If the Equipment is traded on new equipment purchased or leased from ALI, the unused portion of the yearly contract charge will be pro-rated and applied towards the maintenance of the new equipment.

13. **Assignments and Transfers.** From time to time or generally, ALI may assign its rights or delegate it duties under this agreement to third party capable of carrying out ALI's obligations hereunder. You may not assign any right or delegate any duty without first obtaining ALI's written permission which will not be unreasonably refused; any assignment to the contrary will be void.

14. **Limitation of liability.** In no event will ALI's liability to you from damages of any nature to the Equipment of ALI's inspection, service, or maintenance of it, exceed the charges you have paid pursuant to this agreement. You agree to maintain insurance for the excess and you agree that such insurance will waive subrogation rights as that pertain to ALI; you will indemnify ALI to the extent ALI is subjected to any claims as a result to your breach of your obligations in this regard. ALI will not be responsible for delays or inability to provide service calls due to any event beyond its control such as acts if nature, civil unrest, disruption of infrastructure, etc. ALI will not be liable for any loss of business, insurance losses, loss of product, expenses, or any other damage (direct or indirect, or consequential) resulting from any non-performance by ALI has been advised of the possibility of such damages.

15. **Automatic renewal; termination.** This agreement will be renewed automatically for an additional twelve (12) month period but not to exceed the same length of the initial contract term. If you wish to cancel this contract, you must notify ALI in writing 30 days before the expiration date of the current term. Premature cancellation of this contract or cancellation due to machine abuse or other contract violation (s) will result in a penalty equal to the contracts average annual value. ~~ALI can increase the costs of this service plan anytime, but may not exceed 10% of the gross amount per year unless otherwise noted.~~ At the beginning of each renewal term, ALI will invoice you for that renewal term. Contracts will be reviewed on a quarterly basis by our contracts team. If necessary, ALI can adjust the contract or add a base to the contract to keep the contract from going into a negative profitability. Customer Initial: DS

16. **No trade secrets.** This agreement does not entail disclosure by either party of its trade secrets.

3 Customer Initial: DS

17. **Arbitration.** Should any disputed arise out of this agreement, you and ALI will both attempt to resolve them in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than request for injunctive relief) will be arbitrated upon written demand of either party. Any arbitration proceeding or court proceeding for injunctive relief related to this agreement must be brought no later than 30 days after the end of the current term of the agreement. If arbitration is demanded, the arbitration proceeding will take place within forty-five days of the receipt of the written demand, at a location agreed to by the parties (or in whole or in part by phone or other means if the parties so agree). The arbitration will take place before an arbitrator chosen as follows: The parties shall each choose a representative, and the representative shall choose an arbitrator. The arbitrator shall schedule an informal proceeding, hear the argument, and decide the matter. Unless the Arbitrator decides otherwise, each party shall pay its own attorney if any shall pay half the costs of the arbitration proceeding. The arbitrator will not have the authority to award punitive damages or any other form of relief not contemplated in this agreement. Proceeding each have limited to arbitration, the decision shall be accompanied by a written explanation of the basis upon which it was arrived. Judgment upon the award, if any, rendered by the arbitrator may be entered in any court having jurisdiction.

18. **Added Accessories.** Any accessory purchased from ALI for which full service maintenance pricing is available will automatically be added to the service maintenance agreement upon expiration of the warranty. The term of the agreement with respect to such accessories will be concurrent with the term for the mainframe.

19. **Effective date.** This agreement will become effective as of the "effective" date stated on the first page of this agreement, provided that it has been signed and dated by both you and by ALI.

20. **Applicable law.** This agreement will be construed and enforced under Indiana law.

By signing the attached agreement, you are accepting the terms and conditions set forth within the language of this agreement. Additionally, you will be responsible for paying each contract invoice either mailed or emailed. Also by signing, you understand a finance charge of 1.5% (18% per annum) will be added to your account should the balance become delinquent. You also understand that if any unpaid balances are assigned to a third-party collection agency for collection or placed with an attorney to obtain judgment or otherwise satisfy payment of your account, a collection fee equal to 33 ⅓ % of the unpaid balance will be added to your account. You agree to pay that fee. You further agree to pay reasonable attorney fees and court costs if a judgment is granted against you.

Please sign that you have reviewed and agree to ALI's Maintenance Agreement, Terms & Conditions:

Customer	Alpha Laser & Imaging, LLC
By: Dave Saylor	By:
Name: Dave Saylor	Name:
Title: President, Warrick County Commissioners	Title:
Date: 08/20/2018	Date:

IMAGING ALPHA LASER

CUSTOMER REVIEW & SATISFACTION CHECK LIST

Customer # Date:

Customer Name	Warrick County Assessors	Installation Address	1 County Square Suite 280 Boonville, IN
Account Name	Ryan Brown	Main Contact	Sarah Redman

You Received:

- [x] A demonstration of the basic functions of your MPC4504 and have approved the installation and have no additional questions at this time.
- [x] A copy of you Purchase Agreement, Lease Form, Delivery Form with the Terms and Conditions of this Sale.
- [x] An explanation of any applicable warranties, provisions of additional components available to you.
- [x] A courteous and informative install technician: Jody Jackson

You Reviewed:

- [x] The procedures for requesting service, supplies, and technical support.
- [x] The available contacts for questions regarding billing, maintenance, and future needs.
- [x] The service coverage and/or technical support and the appropriate means of obtaining such support.

You were Advised:

- [x] Of the ALI Service Plan, I have decided to:
  - [x] *Accept* the Service Offering, effective as follows: SEE PROFESSIONAL SERVICE AGREEMENT
  - [ ] *Decline* the Service offering and will Purchase service and supplies on a C.O.D., Credit Card, or Net 30 Terms basis when needed.
    The Current hour rates for services are: _____ Per Network Services: _____
- [x] Of the need for a Surge Protor / Power Filter
- [ ] If leasing, customer must provide a certificate of insurance listing leasing company as loss lender's payee. Failing to do so will result in a property surcharge from the leasing company.
- [x] If tax exempt, customer must provide the tax exemption certificate.

End meter reads for current equipment: B/W _____ Color: _____

Account Information

CARD Service Coverage Includes: SEE SERVICE CONTRACT

I understand that by signing, I have read and discussed the terms & conditions of all ALI documents and the installation has been completed to my satisfaction.

Customer Signature	Dan Saylor	Date	08/20/2018
ALI Account Rep. Signature		Date	

IMAGING ALPHA LASER

Professional Network Services

As part of any equipment installations, Alpha Laser & Imaging provides network services apart from any service contract to assist in the installation. The service contract for the equipment covers parts, labor, toner & all consumables for the equipment itself. Network Services would be services generally provided by an internal/external IT staff. Some of these network services include:

Driver Installations

Scan-to-email/Scan-to-folder Configurations

Network Communication Error Troubleshooting

Other Network Changes

Professional services required beyond initial installation will be subject to our normal labor charges which are $150.00/HR, which includes trip charge within 30-mile radius. Beyond 30 miles the customer will be charged the hourly rate. After the 1st hour, Alpha Laser will charge $150/HR in 15min increments.

Alpha Laser & Imaging can custom tailor a plan for network services to your company's needs. Reoccurring monthly or quarterly fee will be determined based on the size of the company's network, how many PCs/users, and connected devices.

I understand the above conditions and possible charges concerning Alpha Laser & Imaging's network services program.

Signed Dan Saylor Dated 08/20/2018

Alpha Laser & Imaging 5815 Metro Centre Dr. Evansville, IN 47715
www.alpha-laser.net 812-475-1644

LANIER

APPLICATION NO. 2399078 AGREEMENT NO.

provided by: USbank. EQUIPMENT FINANCE

Dealer Value Lease Agreement

Send Account Inquiries to: 3110 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-0092
Send Payments to: PO Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME: COUNTY OF WARRICK
CITY: BOONVILLE STATE: IN ZIP: 47601
STREET ADDRESS: 1 COUNTY SQUARE SUITE 280
PHONE: 812- FAX:
BILLING NAME (IF DIFFERENT FROM ABOVE): WARRICK COUNTY ASSESSORS OFFICE
CITY: STATE: ZIP:
BILLING STREET ADDRESS: SAME AS ABOVE
E-MAIL:
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE):

SUPPLIER INFORMATION

FULL LEGAL NAME: ALPHA LASER AND IMAGING
CITY: EVANSVILLE STATE: IN ZIP: 47715
STREET ADDRESS: 5815 METRO CENTRE DRIVE
PHONE: 812-475-1644 FAX: 812-475-1645

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
LANIER MPC4504EX	073M540870	0	☐
			☐
			☐
			☐

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance proceeds.
☐ See attached Schedule A ☐ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of $ 120.41 *plus applicable taxes*
The payment ("Payment") period is monthly unless otherwise indicated.
Payment includes 0 B&W pages per month; Overages billed monthly at $ 0.005 per B&W page*
Payment includes 0 Color pages per month; Overages billed monthly at $ 0.045 per Color page*
By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement. _____

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked, you will be deemed to have chosen the Fair Market Value option. Fair Market Value means the value of the Equipment in continued use.
☐ Purchase all of the Equipment for its Fair Market Value, return the Agreement, or return the Equipment.
☐ Purchase all of the Equipment for $1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. _____ Customer's Initials _____ Guarantor's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance — LESSOR; SIGNATURE; TITLE; DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

COUNTY OF WARRICK — CUSTOMER (as referenced above)
X Dan Saylor — SIGNATURE
President, Warrick County Commissioners — TITLE
08/20/2018 — DATED
35-6000210 — FEDERAL TAX ID #
Dan Saylor — PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

COUNTY OF WARRICK — CUSTOMER (as referenced above)
X Dan Saylor — SIGNATURE
President, Warrick County Commissioners — TITLE
7/31/18 — ACCEPTANCE DATE

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[illegible]

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LANIER AGREEMENT NO. 2399078 provided by: usbank. EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # 2399078, dated 7/31/18, between COUNTY OF WARRICK, as Customer and U.S. Bank Equipment Finance, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver the Agreement and to carry out its obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; and your need for the Equipment is not expected to diminish during the term of the Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of the Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is $1.00 or $101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you dissolve, terminate your existence or file bankruptcy, or (d) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance		COUNTY OF WARRICK	
Lessor		Customer	
		X Dan Saylor	
Signature		Signature Dan Saylor	
		President, Warrick County Commissioners	08/20/2018
Title	Date	Title	Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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IMAGING ALPHA LASER

Service Contract

Client Information

Customer: Warrick County Prosecutors office	Start Date: 7/31/18
Address: 1 county square suite 180 City, State, Zip: Boonville, IN 47601	Fax : Operator Email Address: mperry@warrickprosecutor.org
Phone #: 812-897-6199 | ALI Rep: Ryan Brown	Key Operator: Mike Perry
CONTRACT LENGTH X 60 Months ☐ Other, Specify_____	

Equipment Information

Location	Machine Model	ALI Machine ID	Meter Start	Serial Number
1. Prosecutor's	MP3055	WCP-7687	0	C308R320477
2.				
3.				

Billing Cycle and Coverage

Cycle		Coverage		Cycle		Coverage		Cycle		Coverage		Cycle		Coverage	
Monthly	X	PO	☐	Monthly	☐	PO	☐	Monthly	☐	PO	☐	Monthly	☐	PO	☐
Quarterly	☐	PLO	☐	Quarterly	☐	PLO	☐	Quarterly	☐	PLO	☐	Quarterly	☐	PLO	☐
6 Months	☐	PLT	☐	6 Months	☐	PLT	☐	6 Months	☐	PLT	☐	6 Months	☐	PLT	☐
Annual	☐	PLA	☐	Annual	☐	PLA	☐	Annual	☐	PLA	☐	Annual	☐	PLA	☐
		PLAS	X			PLAS	☐			PLAS	☐			PLAS	☐

Contract Type and Rates

B/W: MP3055		Color:		B/W:		Color:	
Arrears X	Base/Overage ☐	Arrears ☐	Base/Overage ☐	Arrears ☐	Base/Overage ☐	Arrears ☐	Base/Overage ☐
Costs/Copy $0.005	Base Copies	Costs/Copy	Base Copies	Costs/Copy	Base Copies	Costs/Copy	Base Copies
	Base Charge		Base Charge		Base Charge		Base Charge
	Overage CPC		Overage CPC		Overage CPC		Overage CPC

TOTAL SERVICE BASE: N/A

Scan-To-Email Hosting : $10.00 Per Month Per Device Accept_____ Decline__X__

Add Equipment to Existing Contract Yes_____ No__X__ NA_____

Contract Notes: CPC rate locked for the entire lease term.

Embedded @ Remote Included on Lanier / Ricoh / Savin Devices

Please read/review the terms and conditions of the service agreement.
To decline the ALI service offering, please initial below.
I understand that manufacturer warranty does not cover any consumables or drums. I understand that although the parts are covered under manufacture warranty, the labor to replace or adjust defective parts may not to be covered under any warranties and I will be responsible for these charges.

Initial Here ☐

By signing below, I agree I am authorized to enter into a legal binding contract with ALI and that I have read and understand the terms of my contract and accept these terms.

ALI Service Contract Coverage Legend
Please note that all references to "copy", "page", or "click" represent one 8.5" X 11" single sided copy.

PO - Parts Coverage Only
Note: Parts do not include developer, toner, drums, or maintenance kits. Shipping or delivery charges may apply.
PLO - Parts and Labor Coverage
PLT - Parts, Labor, and Toner Coverage
PLA - Parts, Labor, Toner, and Drums Coverage
PLAS - Parts, Labor, Toner, Drums, and consumable shipping covered.

Customer Signature: Dan Saylor Title: President, Warrick County Commissioners Date: 08/20/2018

ALI Acceptance: Print: Dan Saylor Date:

IMAGING ALPHA LASER

Service Contract Terms & Conditions

Alpha Laser & Imaging, LLC (ALI) is committed in providing the highest level of service for the products and solutions we offer. We want our customers to be familiar with the equipment they buy or lease from us and strive to keep those products in top working condition throughout its service life. ALI therefore will provide training for the customer referred to above ("Customer/You") and will maintain the equipment covered by the contract or invoice number referred to above ("Equipment/Product") pursuant to the following term and conditions:

1. **Initial Inspection.** To be eligible for coverage under this agreement, each item of Equipment must be subjected to an initial inspection by our service department personnel and determined by them to be in good working condition, connected to suitable electrical services, with appropriate surge protection devices, within five business days before or after the date this agreement takes effect. Our service personnel will notify you immediately if any item of Equipment is not eligible; if that should occur ALI and its sole discretion may elect to terminate this agreement; may offer you (at a modified price) coverage of remaining items found to be eligible for coverage; and /or may offer (for a specific price) to recondition or change the ineligible items to make them eligible for coverage. In any event, ALI will keep a log of all initial inspections of the Equipment and, upon request, will provide you with a copy of the log.

2. **Training.** For each item of Equipment, you will designate the person (s) to be trained in its use. ALI will train one person to use each item of equipment sold; others can observe during the training session.

3. **Routine maintenance calls.** During normal business hours, ALI will stop by your facility from time to time during the term of this agreement to inspect, maintain, and service the Equipment. Parts that are worn or broken in the course of normal use will be repaired or replaced (at ALI discretion) at no charge per manufacturer specifications.

4. **Product Service & Supplies.** ALI will provide full coverage maintenance services, including replacement parts, drums, developer, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding the following holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving; Day after Thanksgiving; and Christmas Day. ALI will also provide the supplies required to produce images on the Product covered under the Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided only by ALI according to manufacturer's specifications. ALI reserves the right to assess a reasonable charge for supply shipments if you request overnight delivery. If ALI determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or ALI may refuse you additional supply shipments, or as otherwise agreed to by the parties. Optional supply items such as paper, and transparencies are not included, unless otherwise agreed to by the parties in writing. Charges are based on standard 8.5x11 images. ALI reserves the right to assess additional image charges for non-standard images, including 11x17 images or consumption of covered supplies varying significantly from expected usage or as otherwise agreed to by both parties. If your facility is within our service coverage, there will be no trip charge for to your facility. Customer not under agreement will be charged rates according to their distance from ALI. (You will not be billed trip charges for initial installation and/or training).

Customer Initial: PS

5. **Service Levels.**

   (a) **Response Time.** ALI will provide a one (1) hour phone response to service calls measured from receipt of your call. ALI will provide a four (4) business hour average response time for all service calls located within our designated service area, and a six (6) business hour average response time for service calls located 75 miles or greater from ALI's service center for the term of the Product Schedule. Response time is measured in aggregate for all Product covered by the Product Schedule.

   (b) **Uptime Performance.** ALI will service the Product to be operational with a quarterly uptime average of 95% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to ALI and will end when the Product is again operational. You agree to make the Product available to ALI for scheduled preventative and interim maintenance. You further agree to give ALI advance notice of any critical and specific uptime needs you may have so that ALI can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

   (c) **Performance Commitment & Replacement of Equipment.** ALI is committed to performing these Service Commitments at the highest level and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. Should a Product or an accessory not be able to be maintained in conformance with manufacturer's specifications, ALI shall, at its own expense, replace such Product with another unit of the same product designation as that Product and ALI shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Product it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities. If a loaner machine is required due to backordered parts and/or the ability to repair the machine in a timely fashion, click charges will be billed separately during usage. ALI shall re-perform any Services not in compliance with this warranty and brought to ALI's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with ALI's performance, you must send a letter outlining your concerns to ALI's corporate address. Please allow 24 hours for resolution.

6. **Meter Readings.** As part of its services, ALI may, at its discretion and dependent upon device capabilities, provide remote meter reading equipment monitoring services using @Remote solution. This will allow for automated meter readings and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure or common issues such as paper jams and enable firmware upgrades. The meter count and other information collected by @Remote is sent via the internet to remote servers. @Remote cannot and does not collect Customer document content or user information.

7. **Basic Connectivity Services.** If any software, system support or related connectivity services are specifically set forth on an order and accepted by ALI, ALI shall provide any such services at the Customer's location set forth in the order, as applicable, or on a remote basis. Customer shall provide ALI with such access to its facilities, networks and systems as may be reasonably necessary for ALI to perform such services. Unless connectivity services are specifically identified in the order as part of the services to be performed by ALI, ALI shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

8. **IT and Professional Services.** Customer may acquire connectivity, IT and professional services (ITS/PS Services) from ALI by executing and delivering to ALI an order for scope of work (SOW) assessment. ALI shall provide any such ITS/PS Services at the Customer's location (s) or on a remote basis as set forth in the SOW. Customer shall provide ALI with such access to facilities, networks and systems as may be reasonably necessary for ALI to perform such ITS/PS Services. Estimated delivery and/or service schedules contained in any order or SOW are non-binding estimates.

9. **Miscellaneous.** These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of ALI. ALI and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as

Customer Initial: DS

set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, ALI makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by ALI, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. These Service Commitments shall be governed according to the laws of the State where your principal place of business or residence is located without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer.

10. **Reconditioning.** Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if ALI determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Company will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, ALI may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, ALI will make service available on a "Time and Material Rate" basis at ALI's then prevailing rates at the time of service.

11. **Equipment returns; Damaged Products.** No products may be returned without ALI's prior written consent. Only consumable goods invoiced within (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking fee equivalent to (30%) of the purchase price. Products returned without written authorization from ALI may not be accepted by ALI and is the sole responsibility of Customer. All non-saleable merchandise (that has been opened or partially used) will be deducted from any credit issued to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to ALI within five (5) days after receipt of Products.

12. **Transfer of coverage.** If the Equipment is traded on new equipment purchased or leased from ALI, the unused portion of the yearly contract charge will be pro-rated and applied towards the maintenance of the new equipment.

13. **Assignments and Transfers.** From time to time or generally, ALI may assign its rights or delegate it duties under this agreement to third party capable of carrying out ALI's obligations hereunder. You may not assign any right or delegate any duty without first obtaining ALI's written permission which will not be unreasonably refused; any assignment to the contrary will be void.

14. **Limitation of liability.** In no event will ALI's liability to you from damages of any nature to the Equipment of ALI's inspection, service, or maintenance of it, exceed the charges you have paid pursuant to this agreement. You agree to maintain insurance for the excess and you agree that such insurance will waive subrogation rights as that pertain to ALI; you will indemnify ALI to the extent ALI is subjected to any claims as a result to your breach of your obligations in this regard. ALI will not be responsible for delays or inability to provide service calls due to any event beyond its control such as acts if nature, civil unrest, disruption of infrastructure, etc. ALI will not be liable for any loss of business, insurance losses, loss of product, expenses, or any other damage (direct or indirect, or consequential) resulting from any non-performance by ALI has been advised of the possibility of such damages.

15. **Automatic renewal; termination.** This agreement will be renewed automatically for an additional twelve (12) month period but not to exceed the same length of the initial contract term. If you wish to cancel this contract, you must notify ALI in writing 30 days before the expiration date of the current term. Premature cancellation of this contract or cancellation due to machine abuse or other contract violation (s) will result in a penalty equal to the contracts average annual value. ~~ALI can increase the costs of this service plan anytime, but may not exceed 10% of the gross amount per year unless otherwise noted.~~ At the beginning of each renewal term, ALI will invoice you for that renewal term. Contracts will be reviewed on a quarterly basis by our contracts team. If necessary, ALI can adjust the contract or add a base to the contract to keep the contract from going into a negative profitability. Customer Initial: DS

16. **No trade secrets.** This agreement does not entail disclosure by either party of its trade secrets.

3 Customer Initial: DS

17. **Arbitration.** Should any disputed arise out of this agreement, you and ALI will both attempt to resolve them in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than request for injunctive relief) will be arbitrated upon written demand of either party. Any arbitration proceeding to court proceeding for injunctive relief related to this agreement must be brought no later than 30 days after the end of the current term of the agreement. If arbitration is demanded, the arbitration proceeding will take place within forty-five days of the receipt of the written demand, at a location agreed to by the parties (or in whole or in part by phone or other means if the parties so agree). The arbitration will take place before an arbitrator chosen as follows: The parties shall each choose a representative, and the representative shall choose an arbitrator. The arbitrator shall schedule an informal proceeding, hear the argument, and decide the matter. Unless the Arbitrator decides otherwise, each party shall pay its own attorney if any shall pay half the costs of the arbitration proceeding. The arbitrator will not have the authority to award punitive damages or any other form of relief not contemplated in this agreement. Regarding each issue submitted to arbitration, the decision shall be accompanied by a written explanation of the basis upon which it was arrived. Judgment upon the award, if any, rendered by the arbitrator may be entered in any court having jurisdiction.

18. **Added Accessories.** Any accessory purchased from ALI for which full service maintenance pricing is available will automatically be added to the service maintenance agreement upon expiration of the warranty. The term of the agreement with respect to such accessories will be concurrent with the term for the mainframe.

19. **Effective date.** This agreement will become effective as of the "effective" date stated on the first page of this agreement, provided that it has been signed and dated by both you and by ALI.

20. **Applicable law.** This agreement will be construed and enforced under Indiana law.

By signing the attached agreement, you are accepting the terms and conditions set forth within the language of this agreement. Additionally, you will be responsible for paying each contract invoice either mailed or emailed. Also by signing, you understand a finance charge of 1.5% (18% per annum) will be added to your account should the balance become delinquent. You also understand that if any unpaid balances are assigned to a third-party collection agency for collection or placed with an attorney to obtain judgment or otherwise satisfy payment of your account, a collection fee equal to 33 ⅓ % of the unpaid balance will be added to your account. You agree to pay that fee. You further agree to pay reasonable attorney fees and court costs if a judgment is granted against you.

Please sign that you have reviewed and agree to ALI's Maintenance Agreement, Terms & Conditions:

Customer	Alpha Laser & Imaging, LLC
By: Dave Saylor	By:
Name: Dave Saylor	Name:
Title: President, Warrick County Commissioners	Title:
Date: 08/20/2018	Date:

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IMAGING ALPHA LASER

CUSTOMER REVIEW & SATISFACTION CHECK LIST

Customer # Date:

Customer Name	Warrick County Prosecutors	Installation Address	1 County Sq Suite 180 Boonville, IN
Account Name	Ryan Brown	Main Contact	Mike Perry

You Received:

- ✓ A demonstration of the basic functions of your MP3055 and have approved the installation and have no additional questions at this time.
- ✓ A copy of you Purchase Agreement, Lease Form, Delivery Form with the Terms and Conditions of this Sale.
- ✓ An explanation of any applicable warranties, provisions of additional components available to you.
- ✓ A courteous and informative install technician: Jody Jackson

You Reviewed:

- ✓ The procedures for requesting service, supplies, and technical support.
- ✓ The available contacts for questions regarding billing, maintenance, and future needs.
- ✓ The service coverage and/or technical support and the appropriate means of obtaining such support.

You were Advised:

- ✓ Of the ALI Service Plan, I have decided to:
  - ✓ *Accept* the Service Offering, effective as follows: SEE PROFESSIONAL SERVICE AGREEMENT
  - ☐ *Decline* the Service offering and will Purchase service and supplies on a C.O.D., Credit Card, or Net 30 Terms Basis when needed.
    The Current labor rates for services are: _____ For Network Services: _____
- ✓ Of the need for a Surge Protor / Power Filter
  Issues from Acts of God, electrical storms, brown outs, etc. are not covered by our service agreement
- ☐ If leasing, customer must provide a certificate of insurance listing leasing company as loss lender's payee. Failing to do so will result in a property surcharge from the leasing company.
- ✓ If tax exempt, customer must provide the tax exemption certificate.

End meter reads for current equipment: B/W _____ Color_____

Account Information
CARD Service Coverage Includes: SEE SERVICE CONTRACT

I understand that by signing, I have read and discussed the terms & conditions of all ALI documents and the installation has been completed to my satisfaction.

Customer Signature	Dave Saylor	Date	08/20/2018
ALI Account Rep. Signature		Date	

Professional Network Services

As part of any equipment installations, Alpha Laser & Imaging provides network services apart from any service contract to assist in the installation. The service contract for the equipment covers parts, labor, toner & all consumables for the equipment itself. Network Services would be services generally provided by an internal/external IT staff. Some of these network services include:

Driver Installations

Scan-to-email/Scan-to-folder Configurations

Network Communication Error Troubleshooting

Other Network Changes

Professional services required beyond initial installation will be subject to our normal labor charges which are $150.00/HR, which includes trip charge within 30-mile radius. Beyond 30 miles the customer will be charged the hourly rate. After the 1st hour, Alpha Laser will charge $150/HR in 15min increments.

Alpha Laser & Imaging can custom tailor a plan for network services to your company's needs. Reoccurring monthly or quarterly fee will be determined based on the size of the company's network, how many PCs/users, and connected devices.

I understand the above conditions and possible charges concerning Alpha Laser & Imaging's network services program.

Signed *[signature]* Dated 08/20/2018
Dan Saylor, President
Warrick County Commissioners

Alpha Laser & Imaging 5815 Metro Centre Dr. Evansville, IN 47715
www.alpha-laser.net 812-475-1644

LANIER

APPLICATION NO. 2405490 | AGREEMENT NO. | provided by: **usbank.** EQUIPMENT FINANCE

Dealer Value Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 - Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-0092
Send Payments to: P.O. Box 790448 - St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME: COUNTY OF WARRICK			STREET ADDRESS: 1 COUNTY SQUARE SUITE 180	
CITY: BOONVILLE	STATE: IN	ZIP: 47601	PHONE: 812-897-6199	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE): WARRICK COUNTY PROSECUTOR			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

SUPPLIER INFORMATION

FULL LEGAL NAME: ALPHA LASER AND IMAGING			STREET ADDRESS: 5815 METRO CENTRE DRIVE	
CITY: EVANSVILLE	STATE: IN	ZIP: 47715	PHONE: 812-475-1644	FAX: 812-475-1645

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
LANIER MP3055	C308R320477	0	☐
			☐
			☐
			☐

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
☐ See attached Schedule A ☐ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of $ 76.35 *If you are exempt from sales tax, attach your certificate.* *plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes 0 B&W pages per month. Overages billed monthly at $ 0.005 per B&W page*

Payment includes ___ Color pages per month. Overages billed monthly at $ ___ per Color page*

By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.
☐ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. ___ Customer's Initials
☐ Purchase all of the Equipment for $1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. ___ Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance			
LESSOR	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

COUNTY OF WARRICK	X *[signature]*	President, Warrick County Commissioners	08/20/2018
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
35-6000210	Dan Saylor		
FEDERAL TAX I.D. #	PRINT NAME		

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

COUNTY OF WARRICK	X *[signature]*	President, Warrick County Commissioners	7/31/18
CUSTOMER (as referenced above)	SIGNATURE	TITLE	ACCEPTANCE DATE

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1. AGREEMENT: [illegible]
2. OWNERSHIP; PAYMENTS; TAXES AND FEES: [illegible]
3. EQUIPMENT; SECURITY INTEREST: [illegible]
4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: [illegible]
5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, [illegible]
6. DEFAULT AND REMEDIES: [illegible]
7. INSPECTIONS AND REPORTS: [illegible]
8. END OF TERM: [illegible]
9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: [illegible]
10. MISCELLANEOUS: [illegible]
11. WARRANTY DISCLAIMERS: [illegible]
12. LAW; JURY WAIVER: [illegible] BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY. [illegible]
13. MAINTENANCE AND SUPPLIES: [illegible]

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LANIER

AGREEMENT NO 2405649

provided by: usbank. EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # 2405649, dated 7/31/18, between COUNTY OF WARRICK, as Customer and U.S. Bank Equipment Finance, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver the Agreement and to carry out its obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; and your need for the Equipment is not expected to diminish during the term of the Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of the Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is $1.00 or $101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you dissolve, terminate your existence or file bankruptcy, or (d) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance	COUNTY OF WARRICK
Lessor	Customer
	x Dan Saylor
Signature	Signature
	President, Warrick County Commissioners
Title Date	Title 7/31/18 Date

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