WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
September 24, 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. County 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

HISTORIC JAIL PROJECT GRANT APPLICATION

Commissioner Saylor: Thank you. I guess I will apologize for the seating arrangements. Didn't have a chance to get out here and straighten them up. I was in a meeting. But progress is sometimes is painful. This is painful, but hopefully the finished product will be, will be what we all can be proud of. So, alright, first item on the agenda is our Public Hearing for our Historic Jail Project.

Roger Emmons: Mr. President, Wylie Zeigler is here, with the Coalition, is here to conduct that.

Commissioner Saylor: Great. State your name for the record.

Wylie Zeigler: Good afternoon, everybody. I'm Wylie Zeigler with the Economic Development Coalition of Southwest Indiana. I'm here today, our organization is here assisting Warrick County in applying for grant funding for the historic preservation of the Old Warrick County Historic Jail.

Commissioner Saylor: Wylie, let me pause you for one (1) minute. Do we need to…?

Todd Glass: Motion to adjourn the regular hearing?

Commissioner Saylor: Yeah.

Todd Glass: Yes, I'm sorry.

Commissioner Saylor: Okay, do I have a motion?

Commissioner Johnson: I'll make that motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Okay. (Motion carried 3-0). Commissioner's Meeting is…

Roger Emmons: Recessed.

Commissioner Saylor: Recessed and the Public Hearing is now called to order. *(Public Meeting called to order at 4:02 PM).*

PUBLIC HEARING
WARRICK HISTORIC JAIL PRESERVATION PROJECT
PUBLIC FACILITIES PROGRAM – PUBLIC HEARING 1
LEAD BY WYLIE ZEIGLER – ECONOMIC DEVELOPMENT COALITION

(The Public Hearing was led, recorded, and transcribed verbatim by Wylie Zeigler with the Economic Development Coalition. All documentation for the grant is found on file in the Commissioners' Office for public viewing).

Commissioner Saylor: Any other comments? Do I have a motion to close the Hearing? *(Regular Meeting reconvened at 4:13 PM).*

Todd Glass: Motion to close the Public Hearing.

Commissioner Johnson: Make that motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries three, zero (3-0). So we will re-adjourn our Commissioner Meeting.

GRANT APPLICATION PAPERWORK

Wylie Zeigler: Okay, there, there's only a few documents that require your signature related to the proposal. One (1), they all require, three (3) of them require the Commission President's signature. The first is the Third Party Authorization Letter which is you're authorizing us to conduct and advertise and take the minutes of the Public Hearings related to this grant. The second is English Proficiency Assessment, it's called a Four-Factor Analysis, and basically it states that Warrick County does not meet the threshold criteria for the number of non-English speaking persons and as such a Language Access Plan is not required. And the third is just authorizing the submitting of the proposal. The fourth document is for the Auditor and it's a new W-9 form.

Todd Glass: Mr. President, if you want you could entertain a motion to provide the authority to enter into the Third Party Authorization Letter, the English Proficiency Assessment Report, authorized submission of the proposal, and execute the W-9.

Commissioner Weisheit: I make the motion to request all those.

Commissioner Johnson: And I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Wylie Zeigler: (Inaudible) third party authorization letter (inaudible), pick these up on Thursday.

Roger Emmons: That'd be great.

Commissioner Saylor: Okay, so you'll just leave them with us and we'll sign them? Okay.

Commissioner Weisheit: Thank you, Wylie.

Wylie Zeigler: Thank you very much.

Commissioner Johnson: Thanks.

(Grant Application Paperwork is located on Pages 16 through 18 of these Official Minutes)

AREA PLAN COMMISSION
REQUEST FOR EXTENSION OF SURETY
WILLOW ESTATES

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

Sherri Rector: The first two (2) items are Requests for Extension of Surety. The first subdivision is Willow Estates, Thompson Homes, INC, by Thomas Thompson, Thompson, President. Holding the letter of credit for ninety-six thousand five hundred and seventy-four dollars and sixty-three cents ($96,574.63) for street, sidewalk, and drainage construction. They have had six (6) years; requesting a one (1) year extension.

Roger Emmons: Says three (3).

Sherri Rector: Have had three (3) years, yeah, requesting a one (1) year extension with a reduction to eighty-six thousand two hundred and fifty-five dollars and eleven cents ($86,255.11). Their letter of credit expires October 1, 2018, and this has been signed off by Mr. Howard and…

Bobby Howard: It was signed at the original, without the reduction, I believe.

Sherri Rector: Okay. So, it stays the ninety-six thousand ($96,000.00)?

Bobby Howard: Yes.

Sherri Rector: Okay.

Commissioner Saylor: Is that it, Bobby?

Bobby Howard: Yes.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to extend the, their requested extension for a year.

Commissioner Weisheit: Second.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Willow Estates Extension is located on Pages 18 through 19 of these Official Minutes)

FIELDCREST PLACE SECTION 2 PHASE 2

Sherri Rector: The next one (1) is Fieldcrest Place, Section 2, Phase 2, Fieldcrest, LLC, by Tom, I always say Tommy Thompson. Thomas Thompson, that's what's throwing me. Holding four thousand nine hundred and twenty-four dollars ($4,924.00) in escrow for drainage construction. They have had four (4) years. They're requesting a one (1) year extension with the same dollar amount. Surety time expires October 22, 2018. And this was signed off by Jason Baxter today for the dollar amount.

Commissioner Saylor: Everybody good with this? Also Bobby?

Bobby Howard: Yes.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I'll make that motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Fieldcrest Section 2 Phase 2 is located on Pages 19 through 20 of these Official Minutes)

SIDEWALK ACKNOWLEDGEMENT BROOKSTONE SECTION 1

Sherri Rector: Okay, and the last item I have is Sidewalk Acknowledgement, Brookstone, Section 1, Jagoe Land Corporation by Scott Jagoe, President. Two thousand and one hundred and one (2,101) lineal feet along Sandstone Drive and five hundred and twelve point six (512.6) lineal feet along Brookside Drive. And I guess the record should reflect that Jim Morley, Jr. is here to represent all three (3).

Roger Emmons: (Inaudible).

Sherri Rector: Huh? Oh, Brookstone Drive.

Commissioner Saylor: Jim?

Jim Morley, Jr.: I can answer any questions.

Commissioner Saylor: Any questions? Bobby? For him?

Bobby Howard: The sidewalks have been installed. Recommend acknowledgement.

Commissioner Saylor: Do we have a motion?

Commissioner Weisheit: Make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Jim Morley, Jr.: Thank you, all.

Commissioner Saylor: Thanks, Jim.

(Brookstone Section 1 is located on Page 20 of these Official Minutes)

UPDATE ON THE MINING APPLICATIONS COMING BEFORE BOARD OF ZONING APPEALS

Sherri Rector: Just for your information, I know that you all are interested in it. The two (2) mining applications that goes before the Board of Zoning Appeals this evening at 6:00 (PM). Both have requested continuances until October.

Commissioner Johnson: Thank you.

Commissioner Weisheit: Sound good.

Roger Emmons: Thank you, Sherri.

Commissioner Saylor: Thank you, Sherri.

Sherri Rector: Thank you.

APPROVAL OF MINUTES
SEPTEMBER 10, 2018

Commissioner Saylor: Next on the agenda is our Approval of Minutes for our September 10, 2018 Regular Session Meeting.

Commissioner Johnson: Make a motion to approve the Minutes.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

ITEMS FOR DISCUSSION
ANN JOCHIM AND DARRIN WILLIAMS – WTH TECHNOLOGIES

Commissioner Saylor: Next item up for discussion is, well, that will be under our Administrator, Mr. Roger.

Roger Emmons: Thank you, Mr. President. We have Ann Jochim and Darrin Williams. They're both from the company WTH Technologies, INC. They are, they're GIS services.

Ann Jochim: Good afternoon.

Commissioner Saylor: Good afternoon, Ann.

Ann Jochim: My name is Ann Jochim and I work for WTH Technologies as their Public Relations Director.

Darrin Williams: And I'm Darrin Williams. I also work for WTH Technologies as just the GIS Coordinator and (inaudible).

Ann Jochim: So also today not only with Darrin and I here, but Eric Lowry is here as well. He's our Senior Consultant and he was helping with some things that we needed some help with. The main objective, we just wanted to let you have we're not here to ask you for any money. We're not asking for anything. We just want to let you know we did an audit. I'm going to be here all week. Darrin is going to be here today and tomorrow. So, we started in at the Judicial Building and we started updating everyone that had a Think GIS map and those who didn't have the new 2018 photography, and just clean up their maps. Darrin is a very good map cleaner which makes it look presentable and they can find instantly what they want. And so I think he has gone to all the offices but the Recorder's. Be sure to tell Pat that we're going to be back there tomorrow. And then he's also coming over here to this, and I think he went to…

Darrin Williams: Area Plan.

Ann Jochim: Area Plan and did you work with the Building Commission?

Darrin Williams: Um hum.

Ann Jochim: Alright. So from there we'll go to the Highway Garage. We will go to all the locations that carry our maps so that their maps are up to date with everything that they need to do a great job for your County.

Commissioner Saylor: What about the Commissioners' Office? They need special help.

Commissioner Johnson: We need a lot of help.

Ann Jochim: Yeah, yeah, yeah. We don't have anything…

Commissioner Saylor: We need remediation. Or at least I do.

Ann Jochim: I know Eric wanted to talk to you a little bit about the, to put something on the phone. He waited for you and then you had a meeting with someone. He says that he couldn't get a chance to talk to you about it. But he will call you and I said I would get the information from probably the Auditor and give, he can give you a call for any information you need on that. (Inaudible).

Roger Emmons: Send me an email for the instructions.

Ann Jochim: Right. That's right.

Roger Emmons: I talked to Bob about it. I don't know if he said anything to you, I, Eric demonstrated it for me, and I think you'll like it. It's a good update.

Commissioner Johnson: It's a new app. A new design.

Ann Jochim: New, something we've been working on right, for a few years and it's going to be so that when you go out, we're working it out with the utilities, you can put it on an i-Pad, cause they don't want to drag a big tough book or big computer to carry.

Darrin Williams: Or a phone.

Ann Jochim: Or a thumb?

Darrin Williams: Or a phone.

Ann Jochim: Or a phone, yes, yes, so they can go out and they can just record and put all of their, they can find out where all of their lines are, where their valves are, any kind of information is, like fire hydrants for the fire department. So our goal also is, because we built this terrific map here in Warrick County, we also want to get it to Newburgh, to the City of Boonville, Elberfeld is using this. Boon...

Darrin Williams: Chandler.

Ann Jochim: Chandler is using this. So we're gonna be, I'll be here all week working with them. So...

Commissioner Saylor: Ann, so is the app i-Phone compatible and Android both?

Darrin Williams: Yes.

Commissioner Saylor: Okay.

Commissioner Johnson: Thank you for your help.

Ann Jochim: Yeah, you're welcome. We try to do this as much as we can. So there was photography that was flown. Unfortunately, because of flooding in March, you won't be able to receive it. Woolpert flew it for the State of Indiana. And they got a grant from Homeland Security. But the flooding, Ohio was so high that it didn't work out for...

Darrin Williams: They had to postpone it.

Ann Jochim: So the far, the six (6) southern starting with Posey County, Vanderburgh County, you, Spencer, Perry, and Dubois. Those were the ones in the south. So they're going to fly again next year and then you have the option to go to six (6) inch or three (3) inch upgrade on that. But twelve (12) inch photography, twelve (12) inch pixels are free to the County. No cost. But if you want anything really where you can see right in the window...you can't see in the window. Really, you can't. But you know anything that's, you know, closer, you can get that too. It's an upgrade, a buy-in on that too. And I would say get with, I can get you contact information if you're wanting to do that. Cause they'll want to know that ASAP. So when they fly they'll also ping the ground for lidar and elevation. So that's really a nice feature, too. Any questions? Anyone?

Commissioner Johnson: Thank you.

Ann Jochim: You're welcome. Thank you.

Commissioner Weisheit: Thanks, Ann.

Commissioner Saylor: Thanks, Darrin.

COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CLERK AND THE BOARD OF COMMISSIONERS OF WARRICK COUNTY AND TEAMSTERS LOCAL UNION 215

Roger Emmons: Next, we have the Collective Bargaining Agreement between the Clerk, Commissioners, and Teamsters Local Union 215. Just need a motion to approve that and there are eight (8) originals. I've got everybody's signatures except for Commissioner Weisheit.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to approve.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(Agreement between the Warrick County Commissioners, Clerk, and Local Union 215 is located on Pages 36 through 41 of these Official Minutes)

WARRICK COUNTY HEALTH BOARD APPOINTMENT
JOY BROWN

Roger Emmons: Next item we have an Appointment, Greg Dillingham resigned from the Warrick County Health Board. And Jackie Ramsey in the Health Department, she sent us a letter to that effect and stated that Joy Brown, an employee of Koehler's Funeral Home, has expressed an interest in serving on that Board. But you don't have to appoint her of course.

Commissioner Saylor: (Inaudible)?

Commissioner Johnson: I don't know her.

Commissioner Saylor: I don't know her either.

Commissioner Weisheit: You want to table it 'til next meeting?

Commissioner Saylor: I, have any of you talked to Aaron about this?

Commissioner Weisheit: Aaron has recommended her to me.

Commissioner Saylor: Have you talked to Aaron, I mean, just a recommendation? That's it?

Commissioner Weisheit: I mean he's wanting somebody from, that works in the funeral business. That's why he put Rick on there, or requested we did. But he thinks she'll be an asset to the Board. She works at Koehler's here in town.

Commissioner Johnson: I...

Commissioner Saylor: Are you good...?

Commissioner Weisheit: I'm good with it if you guys are.

Commissioner Saylor: Is that, you want to make a motion?

Commissioner Weisheit: I'll make a motion to assign her to the Health Department Board.

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). Thank you, Marlin.

Roger Emmons: Thank you.

APPROVAL OF FREE FLU SHOTS FOR FULL-TIME EMPLOYEES, SPOUSES, AND SPECIAL NEEDS ADULT CHILDREN

Roger Emmons: Next item is your consideration of Free Flu Shots for Full-Time Employees, Spouses, and Adult Needs, Special Children. You approved that last year at your September 25th meeting. I might have said that wrong, Special Needs Adult Children. And I did receive a consensus from you, but this would be official approval.

Commissioner Saylor: Do I have a motion for this?

Commissioner Weisheit: I'll make a motion to approve the same there.

Commissioner Johnson: And I'll 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.

RIVER CITY WIRELESS
DISCUSS COUNTY-WIDE WI-FI

Roger Emmons: Next is Rodney Nicholson with River City Wireless. He'd like to discuss the County-Wide Wi-Fi.

Commissioner Saylor: Mr. Nicholson.

Commissioner Saylor: Identify yourself, please.

Rodney Nicholson: Rodney Nicholson, River City Wireless.

Commissioner Saylor: I will say one (1) thing. I've only lost control of one (1) meeting and you was here. I'm not going to lose control again.

Rodney Nicholson: I apologize for that. Yeah. That was not my fault. Yeah, see he agrees, right there. We're here to ask the Commissioners to come to the Council with us and ask for some funds, I want to say this correctly, to, to boost Wi-Fi coverage throughout the County, wireless internet. It's not a startup company; it's already started up. We're in the process right now, we've, bunch of time, bunch of money. Email we got yesterday said we're supposed to have our service this week for actual startup and deployment of our initial systems. Basically what we're asking for, I've got some quick numbers. It's very generic because I was, I promised somebody that I would keep my time limited.

Commissioner Saylor: And let me start that stopwatch.

Roger Emmons: Yes, thank you, Rodney.

Rodney Nicholson: The, basically what we're talking about, it wouldn't be up front. It would be a reimbursement program. Basically, we would foot the bill to get the system up and running. What we would propose to the County Council and I'll have something that's a lot more professional, just so you know. On a lease site, a lease site is something where an existing structure where we're leasing space, we're coming in and putting stuff on. The building site is actually where we have to build the tower, put a foundation in, run power, you know, basically a raw land build. We would ask for a fifty thousand dollar ($50,000.00) reimbursement on a lease site and a hundred thousand dollar ($100,000.00) reimbursement on a build site to be capped at eight hundred thousand ($800,000.00). My, our total build-out for the entire County as you can see is going to be estimated around two point four million ($2,400,000.00). And that's give or take a couple of hundred thousand depending on how the engineering would come out at the end. You know, that's all subject to, to change as you go along. You know we're not asking anybody to build it out. We're just asking for a little bit of help to get it spread initially. And then from there we're, we will basically use our customer cash flow to build. The difference between getting build help and not getting help, with no help we're estimating it's going to take us a little over three (3) years to get the entire County covered off of, basically customer cash flow and my pockets, our pockets. With the County's help we feel that we could do it in under twenty-four (24) months. And this is an LTE, fully licensed network, three point six-five (3.65) megahertz spectrum. It's all LTE equipment. It's not wide axe. It's all upgraded starting from the beginning.

Commissioner Saylor: Rodney, how important is the fiber optic?

Rodney Nicholson: We have to have fiber. We work with, we work with two (2) fiber providers right now. Actually three (3), one (1) hasn't, doesn't really have anything in the area to help us in this area. But there are two (2) fiber providers right now that we're working with. The area issues that we're having that we're going to have to, we're looking at licensing microwave hubs, of course there's Elberfeld, Lynnville area. But the entire northern part of the County, there's really no, there is long haul fiber up there, but there's no fiber breakouts, fiber nodes for us to grab ahold of. Just because fiber's there doesn't mean we can grab it. We actually have to work with the company for a build out.

Commissioner Saylor: You have to have access points for that fiber, right?

Rodney Nicholson: Yes, Sir. Now we've got...

Commissioner Saylor: And there's none? There's none up there now?

Rodney Nicholson: No. No.

Commissioner Saylor: So if, if, if, if companies don't get help with this, I mean, we all know that Economic Development side of this. That's what we were trying, that's what the Economic Development group tried to spearhead to get this. If there's no money, public funds that helps put in this infrastructure, in what time frame do you think like Elberfeld and Lynnville, the northern part of the County...

Commissioner Johnson: Folsomville...

Commissioner Saylor: Folsomville, when will they receive, at what point would they receive high speed internet at a reasonable cost and something that worked good.

Rodney Nicholson: Well, I mean you're looking at outside three (3) year range. Now we are in contract right now, we have a contract with the City of Tennyson for their water towers. They've got one (1) just west of Folsomville and one (1) I think is, I think north of Tennyson on the north side of Tennyson. It, there, the big one (1) out there. We actually have a contract, we're in contract with them right now that they are leasing a space, however...

Commissioner Saylor: That's just to put your equipment on?

Rodney Nicholson: Yes. However, you know, and we can microwave our signal over there. And, and again, I want to say this correctly, cause I am not a tech guy. I'm a boots on the ground install guy, so I'm kind of parroting what I've been told here...

Commissioner Saylor: He's our tech coordinator for the County, right here.

Rodney Nicholson: This guy is? Alright, I'll talk to you.

Commissioner Johnson: We're in trouble.

Rodney Nicholson: We, we have to build redundancy into our system therefore we have to have more than just one (1) fiber input here, you know, down outside of Boonville. We need to have two (2), three (3), four (4), five (5) fiber

inputs in our ring as we get built. And our equipment, the equipment that we're using, say, I'm going to say it's a circle or whatever it is, if one (1) link goes down, our equipment will talk back the other direction and keep it covered. But with no input up there, you're, you're gonna have a dead spot. But to answer your initial question, we are probably going to be looking outside of three (3) years if I can't get any. You know, we're a quarter of a million dollars ($250,000.00) into this now. You know and our, we're starting to sign up customers next week. We're a year in and two hundred and fifty grand ($250,000.00). I mean that's the process that it takes. You know?

Commissioner Saylor: Rodney, let me ask you this. What, let's say, what impact would your system have on commercial development in those areas?

Rodney Nicholson: Massive. It, well, I don't want to say massive. We are limited to the amount of data we can shift point to point. It gets better every day. Technology grows. You know, used to you could do eighty (80) megs wirelessly. Now we can do like five (5) gigs. You know? But the farther apart you get from your fiber input, the less that goes. So if I don't have a fiber input in Elberfeld and I'm shifting it from down here, then I'm down to about two (2) meg. I can help them, but I can't solve their issue like fiber can. That, that, they need, you know, for a...

Commissioner Johnson: What's the range on one (1) tower hypothetically in Tennyson, what would be the range on that? If you had fiber to it?

Rodney Nicholson: If we had, well, I mean, either way, our input, our equipment won't matter with the input, all it is, is stability is what we call it. Basically non-line-of-sight on this tower is an estimated three (3), three and a half (3 ½) miles every direction. If you can see it, we can get you from as far as twelve (12) and get you a solid twenty (20), twenty-five (25), thirty (30) meg at your house without any issues at all. Weather will not affect it. It's basically an LTE coverage. It's a 4G coverage.

Roger Emmons: Is the circle you talked about, is that what you refer to as the backbone?

Rodney Nicholson: It can be. Yes, it could. Where our backbone is a wireless backbone, their backbone is a fiber backbone. But where it would just benefit us greatly again is once you get up to the northeastern parts of the County, northwestern parts of the County, we would just, it would just greatly benefit us to have a fiber input up there. You know what I mean?

Commissioner Saylor: What about Yankeetown, too? Is Yankeetown...?

Rodney Nicholson: We have fiber that runs right down that Highway 66, and I can't get into it.

Commissioner Saylor: Can anybody get into it?

Rodney Nicholson: No. It's long haul fiber.

Commissioner Saylor: So, in other words, we have fiber there, but nobody has access to it?

Rodney Nicholson: We have fiber all over Warrick County. There is so much fiber in Warrick County that's not being used and there is some that is metro lit fiber that we can get into. But it's not...

Commissioner Saylor: In the places where we need it?

Rodney Nicholson: Right and it's not in a location where we can utilize it. There's metro lit fiber at the corner of (HWY) 66 and (HWY) 261, but no one is going to let me put a tower up right there to grab that signal and fire it out somewhere. You know, in different directions which is what would have to happen.

Commissioner Saylor: There's an access point there?

Rodney Nicholson: There is. Zale, Zale has metro lit fiber at that corner.

Commissioner Saylor: Where's the closest access point east of that? On that, is there one (1) to the County line?

Rodney Nicholson: Yeah, there's some I think WOW has some inputs over, over towards the Industrial Park and a little bit east of there. There's fiber that runs out New Hope Road and then goes out through Hatfield and back to (HWY) 66 out that way. You know, you're in Spencer County by then, but it does, it does go out that way. That's actually where we've got one (1) of our fiber inputs now on a lease site (inaudible) tower. Spectrum and WOW both have fiber out there. But you know, you're talking about going straight through the middle of Warrick County. So, or between Boonville and Yankeetown down south, there's nothing that we can get ahold of. I've tried everybody.

Commissioner Saylor: Are you doing anything in Spencer County?

Rodney Nicholson: We are.

Commissioner Saylor: What are you doing there?

Rodney Nicholson: Same thing. Exact same thing. Right now we have our, our first two (2) systems are out. One (1) in Warrick County, one (1) in Spencer County. I haven't done any expansion in Spencer County. Right now we have three (3) other sites in development for Warrick County. One (1) in Folsomville that we talked about. One (1) in Yankeetown that I'm in talks with the County about. I'm almost done with all my permitting and engineering to continue that one (1). Then the City of Chandler is working with us on some land and a location down where they're at to start down there.

Commissioner Johnson: So once you put your tower in at Folsomville, what would be, say I lived within site distance, what would be my available speed on Wi-Fi?

Commissioner Saylor: Do you understand that?

Commissioner Johnson: Um hum.

Commissioner Saylor: Okay, good.

Rodney Nicholson: Now, what we've learned throughout our search to do this and our education, we've been fed a lie about what it takes to run our house as far as how many megabytes it takes. We run two (2) companies out of our house, Netflix, this and that, and whatever. And twenty (20) megs will run my entire house without any issues whatsoever. It's you know...

Commissioner Johnson: That's a lot better than what I can get now.

Rodney Nicholson: Yeah. I, I, I, I'm working off of a Verizon hotspot so I've got to feel you. That, that, these are the people that it's designed to help is the people that want to work from home and can't, or just want to live and can't. The kids that have notebooks they take home from school. They can't log on. Their parents can't do anything. They did a survey in South Spencer. An estimated thirty percent (30%) of the kids don't have internet at their house. Which is okay, because fifty percent (50%) of the teachers don't either. You know? So...

Commissioner Johnson: Over in Spencer, are you able to grab some fiber there?

Rodney Nicholson: We are. Spectrum has fiber over there. WOW does not have a footprint in there. There is a company called Swiftech that claims they are running fiber from Princeton to Evansville, out (HWY) 66 to Newburgh, Rockport, up to Santa Claus, and back over that way. That's their claim. Haven't heard anything back from that guy. But I, I, I, I do have from a source that this guy is buying a lot of fiber, basically buying it from WOW and having WOW do the install, and he's doing a bunch of it. So...

Commissioner Saylor: I have a question for you. Can, if, if WOW has access points, can you tag on to those access points? Will WOW let you, obviously they're going to charge you. But can you work with WOW?

Rodney Nicholson: They will. They will sell us wholesale fiber. Yes.

Commissioner Saylor: WOW will?

Rodney Nicholson: Yes.

Commissioner Saylor: Is there any fiber company out there that won't? That's doing, I'm talking about like WOW, what about the fiber, the people that have fiber up by Elberfeld? Isn't there a data company that has fiber up there? Elberfeld?

Rodney Nicholson: Not that I'm aware of. Not that I've found.

Commissioner Johnson: I don't have any access to any of that.

Commissioner Saylor: I thought there was some fiber up there around Gibson County that was close to...

Commissioner Johnson: She might know.

Kristine Georges: No.

Commissioner Saylor: Okay. Another question I have for you, are you, is Spencer County giving you any assistance with your towers over there?

Rodney Nicholson: They haven't as of yet. They've been waiting for us to get our signal up and running. They have been all up in our business about this. They actually, they actually called, don't know where they heard it from or anything; they invited us to one (1) of their County meetings because they had been talking to a company about running fiber. And they were talking about trying to combine the two (2) together because the fiber's only going to go so far. Well, what are we going to do for everyone else? Evidently they have a tech guy like this that was there at the meeting and called me the next day and asked all the same questions, and they're basically waiting for us to get up and running. We've got some properties we're going to put in test mode for them. And they have basically told us, we will help you anyway we can. We don't know what that will be, but you let us know once you get up and running and we'll step up to the stage for you and see.

Commissioner Johnson: Our only option up (inaudible) right now is satellite. And it's not...

Rodney Nicholson: It's awful. It's very, it's very expensive and very unreliable.

Commissioner Johnson: (Inaudible) yeah, it is.

Rodney Nicholson: It's got to go through a lot of dirty air. The signal doesn't only have to go out, it has to come back as well. That's why satellite internet is not reliable. It's got too far to travel and we call it dirty air. All the cell signals, all the broadcasts, everything else, it's got to go through it twice. It's very, very, very unreliable. And for the same twenty (20) meg, I mean we're talking about anywhere from five (5) meg to twenty-five (25) meg will be our starting packages. Anything after that would be kind of custom. You know, but it's going to start out at forty-nine-ninety-five ($49.95) for five (5) meg, fifty-nine-ninety-five ($59.95), sixty-nine ($69.00), seventy-nine ($79.00), you know, on up. But that's better, if you can get twenty (20) or twenty-five (25) meg for seventy-nine bucks ($79.00) a month, living out where we live, I'll do that all day long. You know and it's a dedicated twenty (20) meg. It's not like we're sharing a line, we're going to pump so much down the line and as we hook houses up it gets weaker. Your CPE at your house gets a dedicated deal. It's in the software that we have. And if you want to change it, you can change it with a phone call, raise it, lower it, whatever it is.

Commissioner Saylor: So, Rodney, you know that this Board doesn't appropriate money or anything like that. That's the Council's...

Rodney Nicholson: I do. Just asking for you to go to the Council with us if you see fit.

Commissioner Johnson: Well, we'll take that under advisement.

Commissioner Saylor: So, I think that's what we need to do here, is just kind of talk about it. When do you plan on going to the Council?

Rodney Nicholson: Whenever you tell me you're good with it. Yeah.

Commissioner Saylor: Okay.

Commissioner Weisheit: Has there been any question about Rodney proposing this through Economic Development and then them assisting him going to the Council? Seems like that'd be the proper channel.

Commissioner Saylor: Well, he has been to Economic Development and they've kind of went, you know, through their process and come up with a provider, which was Midwest. So, it was voted down by the Council for them to receive...

Commissioner Weisheit: Yeah, I didn't know if there was a chance to revisit.

Commissioner Saylor: I, I think, yes, it is, you're right. I think they are. I think the Economic Development Board voted to see if they could bring it back to the Council. So, I do know that. They're, they're, they want to make a presentation to the Council. So...

Rodney Nicholson: Do you know when that's supposed to happen?

Commissioner Saylor: Not for sure. I don't know...

Roger Emmons: Is Greg here?

Auditor Stevens: There is something on the agenda for October 4th. Next week.

Commissioner Johnson: Well, Rodney, we'll take it under advisement and get back with you. Okay, buddy?

Rodney Nicholson: That'll be great.

Commissioner Weisheit: Good job, Rodney.

Commissioner Saylor: Rodney, thank you. By the way, gave you three (3) times the amount.

Commissioner Johnson: Yes, Sir. (Inaudible).

Commissioner Saylor: No. You didn't. Come on up. Thanks, Rodney.

Roger Emmons: Thank you, Sir.

Councilman Richmond: Greg Richmond, County Councilman. Rodney, is this symmetrical? Same speed up and down?

Rodney Nicholson: No. There, none of this will be. Yeah.

Commissioner Johnson: You can't get that with Wi-Fi, Greg. That's strictly with fiber.

Rodney Nicholson: Thanks, guys. I appreciate you all's time.

Commissioner Saylor: Thank you, Rodney.

Rodney Nicholson: You bet.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
ANNUAL REQUEST FROM YANKEETOWN VFD TO CLOSE A PORTION OF OLD STATE ROAD 66 FOR THE 18TH ANNUAL STREET DANCE AND 12TH ANNUAL CAR SHOW

Roger Emmons: Mr. President, our next item is the Annual Request from the Yankeetown Volunteer Fire Department to close a portion of Old State Road 66 for their 18th Annual Street Dance and 12th Annual Car Show.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

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

Roger Emmons: Thank you.

SCALES LAKE ICE SUPPLY AGREEMENT HOME CITY ICE

Roger Emmons: Next, we have the eighteen (18) month Ice Merchandiser/Supply Agreement with Home City Ice Company for the Parks Department. That'd be at the Scales Lake gatehouse and the beach. And they did get it lowered to eighty-three cents ($0.83) a bag for 2019, the lowest in five (5) years.

Commissioner Saylor: Need a motion?

Roger Emmons: Need a motion. Yeah, and Dan's signature.

Commissioner Saylor: Need a motion.

Commissioner Johnson: Make a motion to approve.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Roger Emmons: Thank you.

(Home City Ice Contract is located on Page 21 of these Official Minutes)

REQUESTS FOR FMLA LEAVE

Roger Emmons: Next, we have two (2) requests for Family Medical Leave. They've submitted all the required paperwork and it's properly signed. I'd recommend your approval by motion. There is a Storm Water employee and an Auditor's employee.

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.

PEABODY REQUEST FOR EXTENSION OF AGREEMENTS FOR ROAD USAGE WEYERBACHER ROAD – LYNNVILLE ROAD – RELOCATED LYNNVILLE ROAD PORTIONS OF LYNN ROAD AND RICE ROAD

Roger Emmons: Next we have Peabody's request for Extension of Road Usage Agreements and I sent you, I think David Spradling copied you on those some time ago. Anyway, Todd has prepared a one (1) page Extension of Agreement for each one (1) of those. Weyerbacher Road, it's the first, all these are for twenty-four (24) months extension, Weyerbacher Road, this is for their first extension request. Lynnville Road is also their first extension request. Relocated Lynnville Road, it's the sixth extension request. Portions of Lynn and Rice School Roads, that's their second extension request. So, I think Todd and John developed these one (1) page, basically a letter that serves to get the job done.

Commissioner Weisheit: Can we do these all on one (1) or...?

Todd Glass: Yes. One (1)...

Commissioner Weisheit: I make a motion to approve all four (4).

Commissioner Saylor: Is there a second?

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Roger Emmons: Thank you.

Commissioner Saylor: (Inaudible).

Commissioner Johnson: Um hum, yes.

(All Peabody Road Usage Agreement are located on Pages 22 through 23 of these Official Minutes)

COURTHOUSE RENOVATION PROJECT ENERGY SYSTEMS GROUP PAYMENT 3

Roger Emmons: Next we have Application, (inaudible) that's not it, Application and Certificate for Payment 3 from Energy Systems Group. It's in the amount of six hundred seventy-nine thousand two hundred seventy-three dollars and eighty-eight cents ($679,273.88). And again motion to approve with Dan's signature on two (2) originals.

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.

(Energy systems Group Payment 3 is located on Pages 21 through 22 of these Official Minutes)

TITLE VI IMPLEMENTATION PLAN REVISION

Roger Emmons: Next is the Revision of our Title VI Implementation Plan to include flashcards in the limited English Proficiency section. INDOT furnished those flash cords, flashcards, and it's three (3) pages in alphabetical order. And you know English is all the way down the list to number eleven (11). But anyway, this is, I don't know if I've shown you what they look like. It's three (3) pages like this. If anyone comes in regarding our Title VI Plan, you can show them this and they can pick out which one (1) and it will be up to us to get an interpreter. So I've prepared a simple Resolution adopting the revised 2016 Title VI Implementation Plan because that's when we initially adopted it for your approval and signatures, so I would need a Resolution number.

Kristine Georges: 2018-17.

Roger Emmons: Thank you, Kristine.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(Title VI Implementation Plan is located online at warrickcounty.gov)

TRANE HEAT PUMPS SUBMITTAL 7.0

Roger Emmons: Lastly, with the Courthouse Renovation Project, I'm asking that you consider Approval of Submittal 7.0, Trane Heat Pumps Controls. You did approve this at your September 13th weekly update meeting with ESG. This is for official approval for the Minutes.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

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

Roger Emmons: Thank you, gentlemen.

Commissioner Saylor: Thank you, Roger.

(Submittal 7.0 is located on Page 24 of these Official Minutes)

COUNTY ATTORNEY
AMENDING THE ANIMALS CHAPTER OF THE WARRICK COUNTY CODE OF ORDINANCES
ORDINANCE 2018-26 – SECOND AND THIRD READING

Commissioner Saylor: Mr. Glass.

Todd Glass: Yes, Mr. President. The only thing I have on the agenda, if the Commissioners wish, they could consider Ordinance 2018-26 on Second and Third Readings. That's the Ordinance of the Board of Commissioners amending Chapter 131 of the Code of Ordinances of Warrick County amending and replacing in its entirety the Animal Control Ordinances.

Commissioner Johnson: Motion, you need a motion?

Todd Glass: Yes. If you would make a motion, Commissioner, and then I would read it into the Minutes, at least the heading.

Commissioner Johnson: Make a motion to approve Ordinance 20…2018-26 on Second and Third Readings.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: And let me, Mr. President, if I may, just mention that that's an Ordinance amending in its entirety, Chapter 131, the entire chapter on Animal Control Ordinances. And I know that Danielle and Aaron and all their staff has worked very hard on these updates that updates all of the provisions of the Animal Control Ordinance from top to bottom. And incorporates practically years of their experience in trying to deal with these issues and probably a big step forward. That's all I have.

Commissioner Saylor: Thank you, Mr. Glass.

(Ordinance 2018-26 is located on Pages 25 through 30 of these Official Minutes)

COUNTY AUDITOR
CLAIMS

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

Auditor Stevens: Alright, thank you. Debbie Stevens, Warrick County Auditor. I have total Certified Claims with the exception of one (1) that we've removed from the, the docket, and that is check number forty-nine-'o-five (4905) to, I'm sorry, forty-nine-fifty (4950) from Fund 1138 to Boonville Natural Gas for five hundred dollars ($500.00). Total Certified Claims, one million seven hundred sixty-nine thousand sixty-six dollars and twenty-seven cents ($1,769,066.27).

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to pay the Claims.

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).

Roger Emmons: And of course the five hundred dollar ($500.00) claim removed was paid by ESG.

Commissioner Saylor: Okay. Mrs. Stevens, anything else?

Auditor Stevens: That's it. Thank you. Sorry.

Commissioner Saylor: Thank you.

(Certified Claims are located on Pages 30 through 36 of these Official Minutes)

COUNTY EMA
GRANTS

Commissioner Saylor: Next on the agenda is our County EMA Director. David?

Dave Woolen: Hi, my name is Dave Woolen. I'm with the Warrick County EMA, and I just wanted to bring up that during our EMA meetings we decided to put in for two (2) grants this year. And we have put in for a grant for a forward looking infrared camera for the drone that we have for search and rescue, which will give us a chance to see heat. And if, we're, at night we can actually see human beings and anything that's living on the ground as it's flying over.

Commissioner Johnson: That's a flare unit?

Dave Woolen: Do what?

Commissioner Johnson: Is that a flare unit?

Dave Woolen: Flare unit, yes. And we were approved on that last week. I think the paperwork will be coming from the State next week for you guys to sign. To clear, it's about a ten thousand dollar ($10,000.00) grant. So I wanted to let you know that that was coming and also that we put in for an event grant which is for our local, our local emergency planning committee to have a full scale exercise next year. It's for ten thousand seven hundred dollars ($10,700.00). We haven't heard back from it yet whether or not it's been approved. And we will be filing our annual salary reimbursement, where the State reimburses our salary, and that's in the next few weeks.

Commissioner Saylor: So, David, if you have one (1) of those events, does it cover the entire cost of that?

Dave Woolen: Yes, that camera is completely covered under that...

Commissioner Saylor: No, I meant the...

Commissioner Johnson: Your event.

Dave Woolen: Yes, yes.

Commissioner Saylor: Your event. Exercise.

Dave Woolen: Yes, it's for ten thousand seven hundred dollars ($10,700.00) and that, we already turned in the cost from a company to put it on.

Commissioner Saylor: Good deal, okay.

Roger Emmons: You know what the salary grant would be?

Dave Woolen: Reimbursement?

Roger Emmons: For salary reimbursement?

Dave Woolen: No, we haven't done the calculations on that yet. We've got to get all the paperwork together. That won't be until probably November.

Roger Emmons: Okay, thank you, Dave.

Dave Woolen: So, just wanted to let you know what we have going.

Commissioner Saylor: Thank you, sir.

Commissioner Weisheit: Appreciate what you do.

Commissioner Johnson: Thank you, Dave.

COUNTY ENGINEER/HIGHWAY
WARRICK TRAILS SRTS – PLAN APPROVAL REQUEST

Commissioner Saylor: Next item on the agenda is our County Purchasing. Joe? I don't see him here.

Roger Emmons: You skipped Bobby.

Bobby Howard: You skipped me.

Commissioner Saylor: Huh?

Bobby Howard: You skipped me.

Commissioner Saylor: Oh, I'm sorry.

Bobby Howard: That's okay.

Commissioner Saylor: (Inaudible) my notes went out. Mr. Howard?

Bobby Howard: The only thing I have on the agenda tonight is the next phase of the trail that the Warrick Trails group

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to approve.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries three, zero (3-0). Now, is that it, Bobby?

Bobby Howard: Yes, thank you.

COUNTY PURCHASING
BUILDING DEPARTMENT – TRUCK COLOR CHANGE

Commissioner Saylor: Joe Grassman, he here?

Roger Emmons: Commissioners, he is on vacation and I told him I would cover for this. You had given a consensus on that color change which was an additional two hundred dollar ($200.00) cost which will be paid by the Building Department Funds which are non-tax dollars. And it basically, I think it was five thousand seven hundred ninety-five ($5,795.00), it in...it's five thousand five hundred ninety-five ($5,595.00) and increased it to fifty-seven-ninety-five ($5,795.00).

Commissioner Weisheit: Yeah, and I think he had sixty-five hundred dollars budgeted for that approved. But the two hundred dollars ($200.00), I was okay with it cause it will probably, when he goes to trade that truck in, it will be worth the extra two hundred ($200.00) or more cause it won't be just a white truck he's trading in. So, I was okay with it. So, I'll make a motion to approve the extra two hundred ($200.00) to change the color on his truck.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Roger Emmons: That's all.

(Color Change Order is located on Page 36 of these Official Minutes)

COUNTY SHERIFF

Commissioner Saylor: County Sheriff?

Sheriff Kruse: I'm good.

Commissioner Saylor: Thank you, Sheriff.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: Commissioner Weisheit?

Commissioner Weisheit: I have nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: No, Sir.

UPDATE ON STOP LIGHT AT HIGHWAY 66 AND GRIMM

Commissioner Saylor: Just an update on the Stoplight at (HWY) 66 and Grimm, my understanding, the agreement is now on the desk of the Attorney General's Office. So he'll be, they will be looking at it and then once that's signed and released and then they will contact us to set up a meeting with our group down here. Other than that, I need a motion.

Commissioner Weisheit: Motion to adjourn.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Thank you. (Motion carried 3-0).

ADJOURNMENT: Meeting adjourned at 4:58 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

DAN SAYLOR, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

MARLIN WEISHEIT, MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

Warrick County Commissioners
107 W. Locust Street, Suite 301
Boonville, IN 47601
info@warrickcounty.gov
Phone: (812) 897-6120; Fax: (812) 897-6189

Dan Saylor Bob Johnson Marlin Weisheit

September 25, 2018

Eric Ogle
CDBG Program Director
Office of Community and Rural Affairs
One North Capital, Suite 600
Indianapolis, IN 46204-2027

RE: Warrick County Jail Historic Preservation – Public Facilities Program

Dear Mr. Ogle:

On behalf of Warrick County, the Economic Development Coalition of Southwest Indiana is hereby authorized to conduct any and all necessary public hearings concerning the proposed Public Facilities Program (PFP) project with the Indiana Office of Community and Rural Affairs. In addition, the Coalition shall publish and post all necessary hearing notices and is further authorized to record any and all minutes of such public hearings. Said notices and minutes may be used where necessary in conjunction with the application to IOCRA.

Thank you for your consideration of this important community development project.

Sincerely,

Dan Saylor
President, Warrick County Commissioners

cc: Economic Development Coalition of Southwest Indiana; file

FOUR-FACTOR ANALYSIS

FOR LIMITED ENGLISH PROFICIENCY PERSONS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Warrick County
Warrick Historic Jail Historic Preservation Project

Revised – March 2018

Purpose: In compliance with Executive Order 13166, Warrick County has developed the following Language Access Plan (LAP) for Limited English Proficiency (LEP) persons.

History: Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

Warrick County Four-Factor Analysis: The following Four-Factor Analysis will serve as the guide for determining which language assistance measures the Warrick County will undertake to guarantee access to the Warrick County Community Development Block Grant (CDBG) programs by LEP persons.

1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

   Currently, the U.S. Census does not provide data regarding Limited English Proficiency below the County Level. Therefore, for determining the LEP population, Warrick County utilized the following method(s) to determine the LEP population in Warrick County.

   Warrick County utilized American Community Survey 5-Year estimates (2012-2016), tables B16003 and DP05. Based on this data, Warrick County does not meet the 1,000 or 5% LEP persons threshold for any languages or Language(s) identified. Per the ACS 5-Year estimates, the percent of individuals in Warrick County that speak a language at home other than English is 0.5% (221 out of 45,590). Per the ACS 5-Year estimates, the percent of individuals in the City of Boonville that speak a language at home other than English is 0.7% (31 out of 4,607).

Revised – March 2018

2. The frequency with which the LEP persons come into contact with the program.

   The proposed project is a historic preservation project that does not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public.

3. The nature and importance of the program, activity, or service provided by the program.

   The proposed project does not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public.

4. The resources available and costs to the recipient.

   Currently, internet sites can be utilized to translate some written materials. Additionally, local volunteers have been identified to provide oral translation services at public meetings and during conversations with LEP residents during the implementation of the proposed project. Furthermore, many of the common forms used in the implementation of a CDBG project are available in multiple languages on the HUD and DOL websites. Additionally, translation activities are an eligible CDBG administrative expense. Therefore, limited LAP measures are reasonable given the resources available to Warrick County.

Certification: Based on the above Four-Factor Analysis, the Warrick County is not required to develop a LAP. However, the Warrick County will make all reasonable attempts to accommodate language access needs of residents requesting oral translation during citizen participation activities.

Dan Saylor
President, Warrick County Commissioners

September 24, 2018
Date

Revised – March 2018

Authorization of Submission

I certify that submission of this document has been duly authorized by the governing body of the lead applicant; that the applicant has the legal capacity to carry out the proposed project; that the proposed project is designed to meet the identified housing and community development needs of the community, including those of low- and moderate-income persons; and that the proposed project will minimize the need for displacement of businesses and families and provide reasonable benefits for those displaced. I also certify that the proposed project will be completed within eighteen (18) months of award, if funded.

Dan Saylor
Signature, Chief Elected Official

September 24, 2018
Date

Typed Name and Title: Dan Saylor, President Warrick County Commissioners

WARRICK COUNTY
SIGN-IN SHEET
Public Hearing
September 24, 2018
4:00 P.M.

	NAME (please print)	ORGANIZATION/ADDRESS
1.	Wylie Zeigler	Economic Devel. Coalition
2.	[illegible]	Warrick Co.
3.	Todd Glenn	"
4.	Mark Weisheit	Warrick Co Commissioner
5.	Dan Saylor	Warrick Co Commissioner
6.	[illegible]	Warrick Co Commissioner
7.	[illegible]	Area Plan Commission
8.	Roger Emmons	Commissioners
9.	Debbie Stevens	Auditor
10.	Jim McMoy	McMoy
11.	Don Gibbs	Primary Contractor
12.	Justin Rickenbaugh	PC Quest
13.	Mark Miller	PC Quest
14.	David Wooler	Warrick EMA
15.	Terry Phillips	Boonville NOW
16.	Shari Sherman	Warrick County Chamber of Commerce
17.	Brett W. Kruse	Warrick County Sheriff
18.	Mark Warren	candidate for Commissioner
19.	Heath Robling	River City Wireless
20.	Rodney Nicholson	River City Wireless
21.	Steve Sherman	Warrick County Asst. Engr.
22.	Michael Stevenson	SJCA
23.	Heaven Basham	North High School
24.	Wyatt Squires	The Warrick County Standard
25.	Christine Shopper	Warrick Co. Government
26.	Guy Richard	Warrick County Commissioner
27.		

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

812.464.9585 office 812.464.2514 Fax
4800 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

September 10, 2018

Warrick County Engineer's Office
Attn: Bobby Howard, P.E.
107 W. Locust Street, Suite 208
Boonville, IN 47601

Sent as amended
[illegible]

RE: Willow Estates
Letter of Credit Reduction
Morley Project # 10087.4.001 A

Dear Bobby:

We inspected the roadway as part of Willow Estates Subdivision. The remaining items to be installed, listed below, are based on our inspection.

Due to unfavorable weather conditions and time constraints the items listed below cannot be completed by October 1, 2018 as required by the letter from Warrick County Area Plan Commission dated August 1, 2018. The following items need to be completed:

1)	Street items that need to be installed			
	1 ½" Asphalt Surface 2 entrances & 986.5' x 26'	1	LS @ $33,251.24	$33,251.24
	Stop Bar	2	EA @ $500.00	$1,000.00
	Sidewalk	1,488	LF @ $15.00	$22,320.00
	Curb Ramps	8	EA @ $500.00	$4,000.00
2)	Drainage items that need to be installed			
	Swale with Concrete Ribbon	814.5	LF @ $15.00	$12,217.50
	Swale Grass Lined	250	LF @ $2.50	$625.00
	Final Seeding and Strawing of Swales 101 &102	1	LS @ $5,000.00	$5,000.00

Total – Street and Drainage	**$78,413.74**
10% Contingency	**$7,841.37**
TOTAL	**$86,255.11**

$96,574.63

FILED
SEP 10 2018
Phillip H. Baxter
SURVEYOR WARRICK COUNTY IN.

FILED
SEP 10 2018
WARRICK COUNTY
AREA PLAN COMMISSION

MORLEY

Willow Estates – Warrick County, IN
September 10, 2018

I recommend retaining the above-mentioned amount to ensure that all street and drainage items are installed and completed.

Thank you.

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

cc: Warrick APC - Sherri Rector
Thompson Homes, Inc. – Nick Thompson
File

J:\10000s\10000-10099\10087\Civil 3D\Documents\Letter of Credit\10087 LOC Reduction.docx

BOARD OF COMMISSIONERS:

President

Member

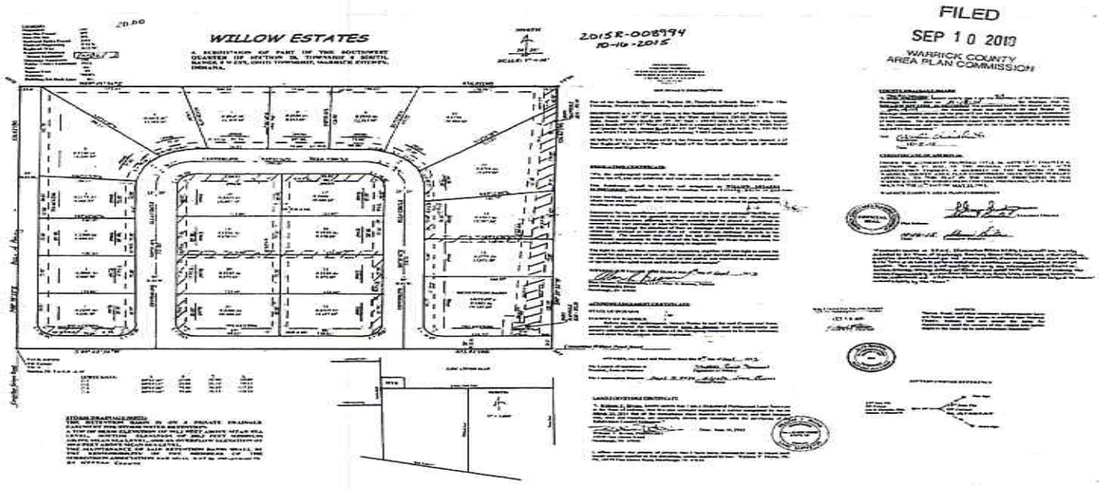
Member

ATTEST:

Auditor
Date: 9/25/18

FILED
SEP 10 2018
WARRICK COUNTY
AREA PLAN COMMISSION

Page 02



MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

> 812.464.9585 office 812.464.2514 FAX
> 4800 Rosebud Ln., Newburgh, IN 47630
> morleycorp.com

September 17, 2018

Warrick County Area Plan Commission
Attention: Sherri Rector
107 W. Locust Street, Suite 201
Boonville, IN 47601

9-24-18

Re: Fieldcrest Place Section 2 Phase 2
Private Storm Sewer Extension
Morley Project #5138.4.003B

Dear Plan Commission:

On behalf of our client, Fieldcrest LLC, of the above referenced subdivision, we respectfully request a one-year extension for the same amount as on the existing posted surety of $4,924.00. Approximately 95% of the private storm sewer has been constructed in general accordance with the approved construction plans and the Subdivision Control Ordinance, adopted March 20, 2006. However, there are a couple remaining items that require attention before a final inspection and sign off can take place.

If you have any questions, comments, or require additional information, please contact our office at (812) 464-9585.

Sincerely,

James E. Morley, PE, PS
Managing Engineer

Authorization

Encl: Secondary Plat

cc: File

J:\5000s\5100-5199\5138\Civil3D\Documents\Letter to Extend LOC Sec2 Phase2.docx

BOARD OF COMMISSIONERS:

President

Member

Member

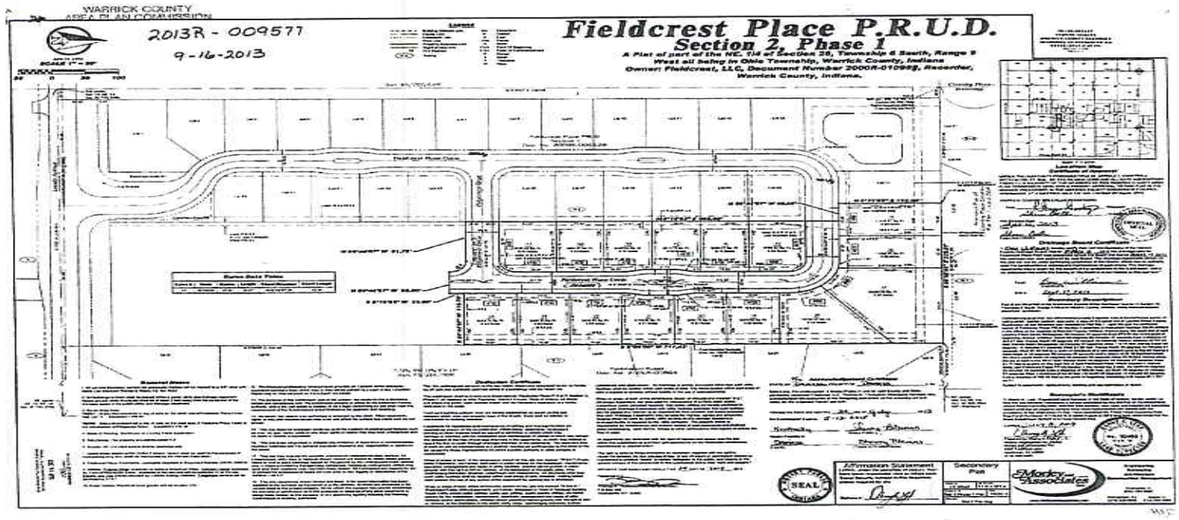
ATTEST:

Auditor
Date: 9/25/18

FILED
SEP 18 2018
WARRICK COUNTY
AREA PLAN COMMISSION

FILED
SEP 18 2018
WARRICK COUNTY
AREA PLAN COMMISSION

2013R - 009577
9-16-2013



Date: September 14, 2018

NAME OF SUBDIVISION: Brookstone Subdivision Section 1

I hereby request acknowledgement of completion of sidewalks by the County:

NAME OF STREET:	NO. LINEAL FEET:
Sandstone Drive	2,101.0
Brookstone Drive	512.6
TOTAL	2,613.6

Subdivision Developer
Jagoe Land Corporation
Manuel Ball, VP of Land

This request is accompanied by a certificate of James E. Morley, P.E., P.L.S. Professional Engineer - Land Surveyor, that the sidewalks were constructed in general accordance with the plans approved by the Board of County Commissioners.

THIS REQUEST FOR SIDEWALK ACKNOWLEDGEMENT MUST BE ACCOMPANIED BY A SMALL COPY OF THE SUBDIVISION PLAT.

I have inspected the subject sidewalks and recommend acknowledgement.

County Highway Engineer

DATE: 9/25/18

BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

X Rec F # 2014R-008346

J:\5000s\5200-5299\5255\Civil 3D\Documents\Brookstone\2018-09-14 Section 1 Sidewalk Acknowledgement\5255 Sidewalk Ack Sec 1(06.doc

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

> 812.464.9595 Office 812.464.2514 Fax
> 4800 Rosebud Ln., Newburgh, IN 47630
> morleycorp.com

September 14, 2018

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

FILED
SEP 17 2018
WARRICK COUNTY
AREA PLAN COMMISSION

Re: **Brookstone Subdivision Section 1**
Sidewalk Certification
Our Project 5255.4.017

Dear Plan Commission,

The undersigned hereby certifies that the sidewalks within Brookstone Subdivision Section 1 have been constructed in general compliance with the roadway plans approved by the Warrick County Board of Commissioners.

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

09/14/18

Certified by: James E. Morley, P.E.
Indiana Registration No. 10100250

J:\5000s\5200-5299\5255\Civil 3D\Documents\Brookstone\2018-09-14 Section 1 Sidewalk Acknowledgement\5255 Sidewalk Cert Section 1.docx

18 mon

~~1 YEAR~~ ICE MERCHANDISER / SUPPLY AGREEMENT

Agreement made on 8-28 2018 between Warrick Co. Parks Dept @ Scales Lake, City of Boonville County of Warrick State of IN hereinafter referred to as Buyer, and The Home City Ice Company, who's local address is 630 Main St. City of Boonville State of IN hereinafter referred to as Seller

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. The parties agree that this contract will be in full force and effect for 18 mon ~~one~~ years from the date the parties or their representatives sign the contract.
2. Seller agrees to supply Buyer with all the ice required for duration of this contract, said ice to be in units of seven (7) pound and twenty-two (22) pound bags. Same price per lb. if unit size changes in weight.
3. Seller agrees to supply Buyer with the necessary number of ice merchandisers to store and merchandise ice. The ice merchandiser(s) are located on Buyer's property in the following general location(s): gatehouse and beach
4. Seller agrees to install, repair, and service all merchandisers it supplies Buyer for the duration of this contract.
5. Seller agrees to sell seven and twenty-two pound units to Buyer at the price of .83 and 2.62 respectively for (1) ~~1~~ year. Same price per lb. if unit size changes in weight.
6. Seller agrees to replace any ice destroyed as the result of a faulty merchandiser during the duration of this contract. The parties to this contract agree that Seller is not responsible for any loss of ice resulting from power outages or for any consequential damages in any case.
7. Buyer acknowledges that Seller must incur substantial expenses in purchasing and servicing merchandisers for the use of Buyer.
8. In consideration of the above recited covenants and stipulations, Buyer promises to buy bagged ice exclusively from Seller for the duration of this contract.
9. All specific terms and considerations of this agreement are to be kept confidential and may only be discussed between participating parties.
10. This contract applies to the following Buyer's business locations:
    800 W. Tennyson Rd, Boonville, IN 47601
11. Seller and Buyer agree to the following additional consideration:

Buyer: Warrick County Parks Dept.
by Warrick County Commissioners

Dan Saylor
Authorized Acceptance Signature

09/24/2018
Date

Dan Saylor, President
Print Name / Title

812-897-6120
Telephone

Scales Lake Park
Print Customer Name,

140114623
Account #

800 W Tennyson Boonville IN 47601
Address, City, State, and Zip Code

Seller:
Authorized Representative Seller

8-28-18
Date

7

GSG energy systems group

INVOICE

Invoice No: 020-0011629
Invoice Date: 09/10/2018
Job No: 0201175.18.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
$679,273.88

Description	Total
Warrick County Courthouse - Payment Application #3 Guaranteed Energy Savings Performance Contract - Contract Dated May 14, 2018	$715,025.14

Sub-Total	$715,025.14
5% Retainage	($35,751.26)
Balance Due:	**$679,273.88**
Net 30 Days	

Remit Information:

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

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

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

Rachel Petersen, Project Accountant
Energy Systems Group, LLC
9877 Eastgate Court, Newburgh, IN 47630
T: 812-492-3767 | F: 833-834-0326 | rpetersen@esg.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: 3
APPLICATION DATE: September 10, 2018
PERIOD TO: August 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 0714815
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.

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		$2,521,030.76
5. RETAINAGE: a. 5% of Total Completed & Stored To Date (Column I of G703)	$ 126,051.54	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$2,394,979.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$1,715,705.34
8. CURRENT PAYMENT DUE		$679,273.88
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$3,748,896.78

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

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

CONTRACTOR:
By: Drew Bailey, Vice President Date: 9/10/2018
State of: Indiana
County of: Warrick
Subscribed and sworn to before me this 10th day of September 2018
Notary Public: Rachel Diane Petersen
My Commission expires: June 27, 2026

Owner Approval:
Dan Saylor
Dan Saylor
Warrick County Commissioners Office

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

G702-1992

CONTINUATION SHEET

Based on AIA DOCUMENT G703

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

APPLICATION NUMBER: 3
APPLICATION DATE: 9/10/2018
PERIOD TO: 8/31/2018
ESG JOB NUMBER 02011175.18.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		75,381.84	10.00%	678,436.52	3,769.09
3	Courthouse Judicial Center Lighting	225,885.53	22,588.55	11,294.28		33,882.83	15.00%	192,002.70	1,694.14
4	Courthouse and Judicial Center HVAC Upgrades	2,010,465.41	100,523.27	502,616.35		603,139.62	30.00%	1,407,325.79	30,156.98
5	Courthouse Restroom and Plumbing Upgrades	295,094.05	44,264.11	29,509.40		73,773.51	25.00%	221,320.54	3,688.68
6	Courthouse Exterior Improvements	669,570.95		133,914.19		133,914.19	20.00%	535,656.76	6,695.71
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	1,806,005.62	715,025.14	0.00	2,521,030.76	41.03%	3,622,845.24	126,051.54

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: 02011175.18.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 $679,273.88, the underlying payments will be made with (7) seven days to all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated into the project and any lien or bond claimant relating to the undersigned's work and that none of such laborers, subcontractors, suppliers, or materialmen, or claimants has any claim, demand, or lien against the project. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

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

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

IN WITNESS WHEREOF, this Lien Release and Waiver for Progress Payment has been executed on this 10th day of September 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 10th day of September 2018.

(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

B-1

EXTENSION OF AGREEMENT FOR ROAD USAGE OF RELOCATED LYNNVILLE ROAD BETWEEN THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AND PEABODY MIDWEST MINING, LLC

WHEREAS, on the 3rd day of October, 2011, the Board of Commissioners of Warrick County, Indiana (the "Commissioners") and Peabody Midwest Mining, LLC ("Peabody") entered into an Agreement for Road Usage (the "Agreement"), which is attached hereto as Exhibit "A"; and

WHEREAS, on the 29th day of August, 2012, the Commissioners and Peabody agreed to a twelve (12) month extension of the Agreement; and

WHEREAS, on the 10th day of September, 2013, the Commissioners and Peabody agreed to an additional twelve (12) month extension of the Agreement; and

WHEREAS, on the 9th day of September, 2014, the Commissioners and Peabody agreed to an additional twelve (12) month extension of the Agreement; and

WHEREAS, on the 26th day of June, 2015, the Commissioners and Peabody agreed to an additional twelve (12) month extension of the Agreement; and

WHEREAS, on the 27th day of June, 2016, the Commissioners and Peabody agreed to an additional twenty-four (24) month extension of the Agreement; and

WHEREAS, Peabody has requested an additional twenty-four (24) month extension of the Agreement for One Thousand Two Hundred Eighteen (1,218) feet of the relocated Lynnville Road.

NOW, THEREFORE, the Board of Commissioners of Warrick County, Indiana, and Peabody Midwest Mining, LLC, hereby agree to a twenty-four (24) month extension of the terms and conditions contained in the attached Agreement with respect One Thousand Two Hundred Eighteen (1,218) feet of the relocated Lynnville Road, and with such extension of the Agreement to terminate on the 3rd day of October, 2020.

Peabody Midwest Mining, LLC

By: Mark Semini
Title: Vice President
Date: 9/27/18

Board of Commissioners of Warrick County, Indiana

By: Dave Seyfer
Title: President, Board of Commissioners of Warrick County, Indiana
Date: 9-24-18

EXTENSION OF AGREEMENT FOR ROAD CLOSURE OF PORTIONS OF LYNN ROAD AND RICE SCHOOL ROAD BETWEEN THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AND PEABODY MIDWEST MINING, LLC

WHEREAS, on the 24th day of January, 2012, the Board of Commissioners of Warrick County, Indiana (the "Commissioners") and Peabody Midwest Mining, LLC ("Peabody") entered into an Agreement for a Temporary Road Closure (the "Agreement"), which is attached hereto as Exhibit "A"; and

WHEREAS, on the 24th day of January, 2017, the Commissioners and Peabody agreed to a twenty-four (24) month extension of the Agreement; and

WHEREAS, Peabody has requested an additional twenty-four (24) month extension of the Agreement for Six Thousand Two Hundred Thirty and Four-Tenths (6,230.4) feet of portions of Lynn Road and Rice School Road.

NOW, THEREFORE, the Board of Commissioners of Warrick County, Indiana, and Peabody Midwest Mining, LLC, hereby agree to a twenty-four (24) month extension of the terms and conditions contained in the attached Agreement with respect to Six Thousand Two Hundred Thirty and Four-Tenths (6,230.4) feet of portions of Lynn Road and Rice School Road, and with such extension of the Agreement to terminate on the 24th day of January, 2021.

Peabody Midwest Mining, LLC

By: x Mark A. Simmi

Title: Vice President

Date: 9/27/18

Board of Commissioners of Warrick County, Indiana

By: x Dan Saylor

Title: President, Board of Commissioners of Warrick County, Indiana

Date: 9-24-18

EXTENSION OF AGREEMENT FOR ROAD USAGE OF LYNNVILLE ROAD BETWEEN THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AND PEABODY MIDWEST MINING, LLC

WHEREAS, on the 10th day of February, 2017, the Board of Commissioners of Warrick County, Indiana (the "Commissioners") and Peabody Midwest Mining, LLC ("Peabody") entered into an Agreement for Road Usage (the "Agreement"), which is attached hereto as Exhibit "A"; and

WHEREAS, Peabody has requested a twenty-four (24) month extension of the Agreement for Two Thousand Six Hundred Forty (2,640) feet of Lynnville Road.

NOW, THEREFORE, the Board of Commissioners of Warrick County, Indiana, and Peabody Midwest Mining, LLC, hereby agree to a twenty-four (24) month extension of the terms and conditions contained in the attached Agreement with respect to Two Thousand Six Hundred Forty (2,640) feet of Lynnville Road, and with such extension of the Agreement to terminate on the 10th day of February, 2021.

Peabody Midwest Mining, LLC

By: x Mark A. Simmi

Title: Vice President

Date: 9/27/18

Board of Commissioners of Warrick County, Indiana

By: x Dan Saylor

Title: President, Board of Commissioners of Warrick County, Indiana

Date: 9-24-18

EXTENSION OF AGREEMENT FOR ROAD USAGE OF WEYERBACHER ROAD BETWEEN THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AND PEABODY MIDWEST MINING, LLC

WHEREAS, on the 27th day of March, 2017, the Board of Commissioners of Warrick County, Indiana (the "Commissioners") and Peabody Midwest Mining, LLC ("Peabody") entered into an Agreement for Road Usage (the "Agreement"), which is attached hereto as Exhibit "A"; and

WHEREAS, Peabody has requested a twenty-four (24) month extension of the Agreement for Thirteen Thousand Seven Hundred Twenty-Five (13,725) feet of Weyerbacher Road.

NOW, THEREFORE, the Board of Commissioners of Warrick County, Indiana, and Peabody Midwest Mining, LLC, hereby agree to a twenty-four (24) month extension of the terms and conditions contained in the attached Agreement with respect to Thirteen Thousand Seven Hundred Twenty-Five (13,725) feet of Weyerbacher Road, and with such extension of the Agreement to terminate on the 27th day of March, 2021.

Peabody Midwest Mining, LLC

By: x Mark A. Simmi

Title: Vice President

Date: 9/27/18

Board of Commissioners of Warrick County, Indiana

By: x Dan Saylor

Title: President, Board of Commissioners of Warrick County, Indiana

Date: 9-24-18

The Peabody Usage Agreements are located on File in their entirety in the Auditor's Office.

TRANE

Submittal #7 9.24.18

WARRICK CO JUDICIAL

Date: 08/29/2018
Project Name: WARRICK CO JUDICIAL PH2
Project Location: 118 W LOCUST ST, BOONVILLE, IN 47601

Prepared For:
WARRICK CO JUDICIAL
118 W LOCUST ST
BOONVILLE IN 47601

Customer PO Number:
Customer Project Number:
Sold To: WARRICK CO JUDICIAL

Trane Sales Office:
Evansville
1024 E. Sycamore Street
EVANSVILLE, IN 47714

Phone: 812-421-8725
Fax: 812-421-8735
Web: http://www.trane.com

Mechanical Engineer:

Architect:

Trane Contracting Team:
Account Manager: NEIL BRYANT
NBRYANT@TRANE.COM

Project Manager: RANDY GRIES
RGRIES@TRANE.COM

Design By: RANDY GRIES
RGRIES@TRANE.COM

Ingersoll Rand.

TRANE

Submittal Contents

The following is a list of documents included in this submittal in the order that they appear.

Cover Page
Submittal Contents
Control Drawings

Ingersoll Rand.

WARRICK CO JUDICIAL PH2
118 W LOCUST ST
BOONVILLE, IN 47601

Customer Contact
WARRICK CO JUDICIAL
118 W LOCUST ST
BOONVILLE IN 47601

Mechanical Contractor
HI-TECH SHEET METAL
115 W. JEFFERSON AVE.
CHANDLER, IN 47610
ATTN: SID JACKSON

TRANE PROJECT TEAM

SUPERVISOR: NEIL BRYANT
PROJECT MANAGER: RANDY GRIES
DESIGNED BY: RANDY GRIES

TRANE

TITLE PAGE			
NO.	REV.	REVISION	DATE / BY
PROJECT INFORMATION			
CUSTOMER: WARRICK CO JUDICIAL	1	1ST SUBMITTAL CLOSED BID	8/27/2018 - RG
LOCATION: 118 W LOCUST ST BOONVILLE, IN 47601	2	REVISED FOR ADDITIONAL CLOSE BIDS	08/29/2018 - RG
DESIGNED BY:	3	100% CONSTRUCTION	12/3/2018 - RG
Evansville	PROJECT: WARRICK CO JUDICIAL PH2		
1024 E. Sycamore Street			
EVANSVILLE, IN 47714	118 W LOCUST ST		
812-421-8725	BOONVILLE IN 47601		
812-421-8735			
http://www.trane.com			SHEET 1 OF 1

THIS DRAWING SET IS THE PROPERTY OF TRANE. DESIGN INFORMATION, DRAWINGS OR TRACES SPECIFICATION DATA MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT WRITTEN AUTHORIZATION OF TRANE

Submittal #7 is located on File in the Auditor's Office in its entirety.

ORDINANCE 2018- 26

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING CHAPTER 131 OF THE CODE OF ORDINANCES OF WARRICK COUNTY, INDIANA

WHEREAS, Indiana Code 36-8-2-4 authorizes a governmental unit to regulate by ordinance conduct, or use or possession of property, that might endanger the public health, safety, or welfare of its citizens; and

WHEREAS, Indiana Code 36-8-2-5 authorizes a governmental unit to impose restrictions upon persons or animals that might cause other persons or animals to be injured or contract diseases; and

WHEREAS, Warrick County, IN Code of Ordinances, Chapter 131, regulates the conduct of animals and their owners within Warrick County, Indiana; and

WHEREAS, the Board of Commissioners of Warrick County, Indiana, has determined that it is in the best interest of the public health, safety, or welfare of citizens of Warrick County to amend Chapter 131 of the Warrick County, IN Code of Ordinances.

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

The Code of Ordinances of Warrick County, Indiana, Chapter 131, is hereby amended in its entirety to read as follows:

CHAPTER 131: ANIMALS

GENERAL PROVISIONS

§ 131.01 DEFINITIONS.

Below are some definitions found within this Chapter. The following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADULT. An Animal over six (6) months of age.

ANIMAL. Any living Domestic Animal, including fowl, mammals, and reptiles, except human beings.

ANIMAL CONTROL OFFICER. The officer appointed by the Warrick County Health Officer to enforce this Chapter. The term shall also refer to the Animal Control Officer's deputies, assistants, and employees, as well as Warrick County Sheriff's Department deputies.

ANIMAL WELFARE ORGANIZATION. Any nonprofit organization given tax exempt status under 26 USCA 501(c)(3) for the purpose of prevention of cruelty or neglect to Animals and incorporated under the laws of Indiana.

AT LARGE. Any Animal being loose and free roaming off the Owner's real property, and not being on a leash under the control of a competent Person.

DANGEROUS DOG. Any dog that, according to the records of the Animal Control Officer:

(1) Inflicts severe injury on a human, without provocation, on public or private property;

(2) Aggressively bites, attacks, or endangers the safety of a human or any other Animal, without provocation, after the dog has been classified as a potentially dangerous animal and the Owner of the dog has been notified of such classification; or

(3) Has at any time been trained, owned, or harbored for the purpose, primarily or in part, to engage in animal fighting, even when such dog has not been classified previously as a potentially dangerous animal.

A dog that is defending itself, or its Owner's home, is not a Dangerous Dog if:

(1) The dog is kept primarily to guard and protect the Owner and/or the Owner's premises; and

(2) The Owner has posted appropriate signage along the perimeter of the Owner's property that reasonably notifies other individuals as to the dog's presence, according to the discretion of the Animal Control Officer.

DOMESTIC ANIMAL. Any tame Animal associated with family life or accustomed to life in, or near, the habitation of humans or such as to contribute to the support of a family, including, without limitation, a dog, cat, horse, cattle (bovine), sheep, goat, rabbit, mouse, rat, donkey, guinea pig, hamster, gerbil, pigeon, chicken, turkey, goose, duck, llama, pig, bison, chinchilla, mink, or ferret.

EXOTIC ANIMAL. Any Animal whose native habitat is not indigenous to the continental United States of America except for fish, fur-bearing animals that are commercially bred for the furrier trade, and birds protected under Federal laws and regulations.

GROOMING SHOP. A commercial establishment where Animals are bathed, clipped, plucked, or otherwise groomed.

KENNEL. A facility maintained in a single location utilized for breeding, boarding, training, or sale of dogs and/or cats.

LIVESTOCK. Certain Domestic Animals, including, without limitation, cattle (bovine), sheep, pigs, goats, bison, llamas, horses, mules, and donkeys. Livestock does not include aquatic animals, fish, dogs, cats, rabbits, mice, rats, guinea pigs, gerbils, chinchillas, minks, ferrets, poultry, and/or other birds.

MAJOR KENNEL. A kennel consisting of fifteen (15) or more dogs and/or cats.

MICROCHIP. A computer chip implanted underneath the skin and between the scapula of an Animal which contains information relating to said Animal.

MINOR KENNEL. A kennel consisting of less than fifteen (15) dogs and/or cats.

NUISANCE. An Animal is considered a nuisance if it:

(1) Interferes with or molests passersby or passing vehicles;

(2) Attacks another Animal or Person;

(3) Is At Large;

(4) Damages private or public property;

(5) Causes frequent, persistent loud noises or other sounds common to its species which disrupt the comfort or repose of any Person in the immediate neighborhood or in any residential area, unless said Animal is kept in the operation of a boarding kennel, kennel, training facilities, or for the practice of animal husbandry;

(6) Damages, soils, defiles, or defecates on any public right-of-way;

(7) Trespasses on, soils, defiles, defecates on, or damages private or public property, including, but not limited to, the leaving of waste material; or

(8) Is allowed to create any condition which poses a substantial risk of harm to the public health, safety, welfare, or environment.

An Animal that is defending itself, or its Owner's home, is not a Nuisance if:

(1) The Animal is kept primarily to guard and protect the Owner and/or the Owner's property; and

(2) The Owner has posted appropriate signage along the perimeter of the Owner's property that reasonably notifies other individuals as to the Animal's presence, according to the discretion of the Animal Control Officer.

OWNER. Any Person having the right of property in, or custody of, an Animal.

PERSON. An individual, firm, limited liability company, association, partnership, corporation, nonprofit, or other legal entity recognized under the laws of the State of Indiana.

POCKET PETS. Certain Domestic Animals, including hamsters, gerbils, mice, rats, chinchillas, guinea pigs, sugar gliders, and hedgehogs.

PRIMARY ENCLOSURE. A structure that meets the following requirements:

(1) Suitable to prevent the entry of children younger than twelve (12) years of age into the structure and to prevent the Animal from escaping the structure;

(2) Consists of secure sides and a secure top that are sufficient in height to prevent the Animal from escaping over the sides of the structure; and

(3) Provides the Animal appropriate protection from adverse weather conditions.

STRAY. Any Animal that is not within the real property limits of its Owner and is not under restraint or is unattended.

CONTROL AND CARE OF ANIMALS

§ 131.02 ANIMALS RUNNING AT LARGE.

(A) No Owner of any Animal shall allow said Animal to stray beyond the Owner's property or premises unless the Animal is maintained on a leash or is engaged in lawful hunting and accompanied by the Owner.

(B) No Owner of any Animal, except for an animal which is hereinabove provided, shall allow said Animal to stray beyond the Owner's property or premises, unless the Animal is under the reasonable control of some Person.

(C) It is unlawful for a Person to knowingly or intentionally kill any Domestic Animal running At Large on his or her property without the consent of the Owner of the Domestic Animal, unless the Person reasonably believes the conduct is necessary to:

(1) Prevent injury to the Person or another Person;

(2) Protect the property of the Person from destruction or substantial damage; or

(3) Prevent a seriously injured vertebrate animal from prolonged suffering.

Penalty, see § 131.99

§ 131.03 ANIMAL NUISANCE.

(A) No Owner shall own, keep, possess, or otherwise harbor any Animal that is a Nuisance.

(B) The Animal Control Officer, in his or her sole discretion, shall determine whether an Animal is considered a Nuisance as defined in this Chapter.

(C) An Owner of an Animal determined to be a Nuisance shall be subject to a fine for violating this Chapter. The Animal Control Officer shall impound an Animal determined to be a Nuisance according to Sections 131.21 through 131.24.

Penalty, see § 131.99

§ 131.04 DANGEROUS DOGS.

(A) No Owner shall own, keep, possess, or otherwise harbor a Dangerous Dog.

(B) The Animal Control Officer, in his or her sole discretion, shall determine whether an dog is considered a Dangerous Doug as defined in this Chapter.

(C) An Owner of a dog determined to be a Dangerous Dog shall be subject to a fine for violating this Chapter. The Animal Control Officer shall impound a dog determined to be a Dangerous Dog according to Sections 131.21 through 131.24.

Penalty, see § 131.99

§ 131.05 SHELTER REQUIREMENTS.

(A) An Owner shall provide adequate shelter for all Domestic Animals as required herein:

(1) Shelter for a Domestic Animal shall consist of a structure with a bottom, top, and three (3) sides that is of sufficient size for the age, breed, and size of the Domestic Animal.

(2) When sunlight is likely to cause overheating or discomfort to a Domestic Animal, the Owner shall provide sufficient shade to allow all Domestic Animals that are kept outdoors to protect themselves from direct sunlight.

(3) The Owner shall provide access to shelter with a windbreak and watershed to protect Domestic Animals that are kept outdoors from weather conditions which would constitute a health hazard to Domestic Animals.

(B) Appropriate shelter for Livestock, shall consist of a windbreak and watershed to protect the Livestock from weather conditions which would constitute a health hazard to said Livestock.

(C) All Animals shall be kept in a sanitary manner. The Owner of any Animal shall maintain said Animal's areas, or any areas of Animal contact, so as to prevent odor or the maintenance of said Animal in an unsanitary environment. An Animal's areas shall be kept free from accumulation of excrement, water, and mud.

(D) The Owner of any Livestock shall maintain any areas where Livestock is located in a sanitary manner and ensure that said Livestock area is free from materials and debris that may cause injury to the Livestock, including, without limitation, barbed wire, exposed glass, and an accumulation of trash or waste material.

Penalty, see § 131.99

§ 131.06 HOUSING REQUIREMENTS.

(A) Animals must have access to sufficient ventilation at all times as to provide for the health and well-being of the Animal and to minimize odors, drafts, ammonia levels, and moisture condensation. Ventilation shall be provided by windows and/or vents, such as fans or air-conditioning units.

(B) Housing of Animals kept inside a crate or floor cage must allow said Animal to stand up, turn around, and lie down comfortably. The enclosed areas of said crate or floor cage shall be free of feces and urine.

(C) An Owner shall not cause an Animal to be kept inside a crate or floor cage continuously, according to the discretion of the Animal Control Officer.

(D) Livestock must be housed or kept in an area that is free from materials and debris that may cause injury to the Livestock, including, without limitation, barbed wire, exposed glass, and an accumulation of trash or waste material.

Penalty, see § 131.99

§ 131.07 FOOD AND WATER.

No Owner of an Animal shall fail to supply such Animal with potable drinking water and adequate food that is nutritional for the age and species in adequate amounts to maintain good health. An emaciated condition of any Animal, or an unnatural and excessive craving for food and/or drink exhibited by any Animal, shall be prima facie evidence of the Owner's failure to properly feed and/or provide water to such Animal as is required herein.

Penalty, see § 131.99

§ 131.08 MEDICAL CARE.

All Animals shall be provided with reasonable and necessary medical care in addition to any required vaccinations. Livestock shall be provided with reasonable and necessary medical care, including, but not limited to, farrier and dental care. Grooming of an Animal that normally requires it shall be free of excessive matting so as to allow the Animal to move freely without complication or pain.

Penalty, see § 131.99

§ 131.9 EXERCISE.

No Owner of an Animal shall fail to supply such Animal with adequate exercise opportunities and area. Any Domesticated dog or cat shall have the minimum open exercise area commensurate with their size as follows:

(1) Forty (40) square feet per dog that weighs less than forty (40) lbs.

(2) Sixty (60) square feet per dog that weighs between (forty) 40 lbs. and eighty (80) lbs.

(3) Eighty (80) square feet per dog that weighs more than eighty (80) lbs.

(4) Twelve (12) square feet per cat.

No enclosure shall house more than three (3) Adult dogs or cats per enclosure.

Penalty, see § 131.99

§ 131.10 MINIMUM AGE REQUIREMENT.

Unless a dog or cat is at least eight (8) weeks of age and has been weaned, no dog or cat shall be delivered by any Person to any carrier or intermediate handler for transportation in commerce, or transported in commerce by any person, except those approved by the USDA Animal Welfare Act.

Penalty, see § 131.99

§ 131.11 ANIMALS NOT TO BE OFFERED AS NOVELTIES OR PRIZES.

(A) It shall be a violation of this Section for a Person to sell, offer to sell, trade, barter, or give away, in Warrick County, any live Animal, including birds and/or reptiles, for any of the following purposes:

(1) As a novelty or prize;

(2) As an inducement to enter a place of amusement;

(3) As an incentive to enter any business establishment; or

(4) As an incentive to enter into any business agreement whereby the offer was made for the purpose of attracting trade or business, other than business establishments selling Animals as their primary business.

(B) It shall be a violation of this Section for any Person to transport into Warrick County any live Animal, including birds and/or reptiles, for any purpose prohibited in subsection (A), above.

(C) It shall be a violation of this Section for a person to sell, offer to sell, or otherwise dispose of any Animals whose appearance has been artificially or chemically colored, sprayed, or painted.

Penalty, see § 131.99

§ 131.12 RESTRAINT, HITCHING, OR TYING.

(A) Animals must be confined to the Owner's real property and not permitted to run loose. While on the Owner's real property, but not under the Owner's direct control, Animals must be secured without means of escape by a leash, or otherwise be confined to a pen, fenced (either physical or electronic) enclosure, corral, cage, house, or other secure enclosure. In agricultually zoned areas, however, cats may be allowed to run At Large on the Owner's property when not under the Owner's direct control.

(B) No Animal shall be hitched, tied, or fastened by any rope, chain, cord, or other similar material that is directly attached to the Animal's neck. Animals that are tied, hitched, or fastened shall wear a properly fitted collar or harness, other than a choker-type collar. This Section does not prohibit the use of a choker-type collar in the training of Animals or in the leading of the same.

(C) An Owner shall not permit prong-type collars to remain on an Animal when the Animal is not in training. In no instance shall a prong-like collar be permitted by an Owner to remain on an Animal for a continuous period of twenty-four (24) hours or more.

(D) A tether or tie-out for a dog shall be at least three (3) times the length of the dog as measured from the tip of said dog's nose to the tip of its tail. The tether or tie-out shall be of adequate strength for the breed, weight, size, and age of the dog in order to keep the dog secure.

(E) No person shall permit an Animal to access a roof or overhang by any means, including, without limitation, through an open window.

Penalty, see § 131.99

§ 131.13 CRUELTY.

No Person shall beat, cruelly treat, neglect, torment, overload, overwork, or otherwise abuse any Animal, or otherwise cause, instigate, permit, or promote combat between Animals, including fowl. The definitions set forth in Indiana Code 35-46-3, *et seq.*, are incorporated herein by reference.

Penalty, see § 131.99

131.14 ABANDONMENT.

No Person shall abandon, or cause to be abandoned, any Animal anywhere within Warrick County. The definitions set forth in Indiana Code 35-46-3, *et seq.*, are incorporated herein by reference.

Penalty, see § 131.99

§ 131.15 ANIMALS IN VEHICLES.

(A) No Animal shall be left unattended in a vehicle when the conditions in said vehicle would constitute a health hazard to the Animal.

(B) *Transportation of Animals.* Any Animal transported in the open bed of a truck while the vehicle is in motion:

(1) Shall be tethered by a halter to the two (2) sides of the corners of the bed of the truck closest to the cab, so long as such halter is not secured to said Animal's neck; or

(2) Shall be contained in a secured travel container so as to prevent injury to the Animal.

The tail-gate of any vehicle transporting an Animal in accordance with this Section shall be in a secured, closed position.

(C) No Animal shall be transported in the open bed of a truck during inclement weather. Weather temperatures below Twenty Degrees Fahrenheit (20°) and above Ninety Degrees Fahrenheit (90°), as well as any other weather condition that would constitute a health hazard to Domestic Animals, shall be considered "inclement weather" for purposes of this Section.

Penalty, see § 131.99

§ 131.16 POISONOUS BAIT; TRAPS.

(A) *Poisonous Bait.* No Person shall set out any kind of poisonous substance or bait with the intent to do any harm to any Domestic Animal.

(B) *Traps.*

(1) No live-animal traps shall be set during inclement weather. Weather temperatures below Twenty Degrees Fahrenheit (20°) and above Ninety Degrees Fahrenheit (90°) shall be considered "inclement weather" for the purposes of this Section.

(2) It shall be unlawful for a Person to use, place, set, or cause to be used, placed, or set, any snare, net, or other devise for the purposes of trapping or capturing any Animal upon any land or waters located in Warrick County in any manner that does not result in said Animal being captured painlessly or killed instantly.

(3) It shall be unlawful for a Person, having placed a lawful trap, snare, or similar device in Warrick County, to fail to inspect and empty said trap, snare, or device at least once during every twenty-four (24) hour period in which the trap, snare, or device is in place.

Penalty, see § 131.99

§ 131.17 ANIMALS IN HEAT.

An Animal in heat shall be confined in a secure building, enclosure, or Kennel so as to prevent the Animal from being a Nuisance, except during instances of planned breeding.

Penalty, see § 131.99

§ 131.18 KENNEL ENCLSOURES; INSPECTIONS.

(A) The Primary Enclosures for dogs and cats in Kennels shall be constructed and maintained so as to provide sufficient space to allow each dog and/or cat to turn about freely and easily, to stand, and to sit and lie down in a comfortable, normal position. No more than three (3) Adult dogs or cats shall be housed in the same Primary Enclosure. All primary enclosures shall provide appropriate exercise floor space as provided in this Chapter.

(B) The Animal Control Officer or any Warrick County Health Department official shall have the right to inspect all permanent or mobile Kennels, pet shops, Grooming Shops, and Animal Welfare Organizations, including, without limitation, shelters, rescues, and foster homes, and/or riding schools or stables at any time during normal business hours.

Penalty, see § 131.99

§ 131.19 IDENTIFICATION.

(A) An Owner shall maintain identification any Domestic Animal kept as a pet that states the Owner's first and last name and a phone number to contact the Owner. Said identification may be in the form of one (1) or more of the following:

(1) An identification tag affixed to a collar or harness that is securely worn around the Animal's neck;

(2) A collar with an engraved plate that is securely worn around the Animal's neck;

(3) A collar that states the necessary information required under this Section that is legibly written in permanent marker and which is securely worn around the Animal's neck; or

(4) A Microchip.

Penalty, see § 131.99

IMPOUNDMENT & RELINQUISHMENT

§ 131.20 IMPOUNDMENT OF ANIMALS.

The Animal Control Officer, upon reasonable belief that an animal classified as a Domestic Animal or Livestock, as defined herein, is not being provided with adequate food, water, exercise, ventilation, and/or sanitary shelter, or is otherwise being cruelly treated, shall impound the Animal and proceed as is provided in Sections 131.21 through 131.24 of this Chapter.

(BC Ord. 1992-2, passed 2-10-92)

§ 131.21 RECORDS; NOTICE OF IMPOUNDMENT.

Immediately after impounding any Animal as a result of a violation of the provisions of this Chapter, it shall be the duty of the Animal Control Officer to enter upon the records of the animal control facility that are kept by the Animal Control Officer for such purposes the date of impounding and a description of the animal impounded. Public notice of the impounding of all Animals shall be given by posting one (1) copy of such notice at the Animal Control Facility.

§ 131.22 REDEMPTION OF ANIMAL.

(A) *Redemption Period.* Any Animal, apart from Livestock, that is not redeemed by its Owner within six (6) days after the posting of such notice shall immediately become the property of Warrick County Animal Control and be subject to disposition by the Warrick County Health Department, or its designee, in accordance with Section 131.23. Livestock that is not redeemed by its Owner within ten (10) days after the posting of such notice shall immediately become the property of Warrick County Animal Control and be subject to disposition by the Warrick County Health Department, or its designee, in accordance with Section 131.23.

(B) The Owner of any impounded Animal, including Livestock, may redeem the same prior to the expiration of the Redemption Period by meeting the following requirements:

(1) The Owner must be eighteen (18) years or older;

(2) Paying the sum of Fifteen and 00/100 Dollars ($15.00) for each day said Animal has been impounded, up to and including the day of redemption. Impoundment fees may be modified by Warrick County Animal Control, from time to time, according to its discretion;

(3) Paying to vaccinate the Animal for rabies, if needed;

(4) Paying any expenses associated with the implantation of a Microchip in any Animal, excluding Pocket Pets or Livestock;

(5) Paying any expenses provided to the Animal for adequate housing, food, medicine, and/or reasonable and necessary veterinary care.

(B) The Warrick County Animal Control Office, in its sole discretion, may allow a payment arrangement to be made with an Owner whose Animal has been impounded as a result of the Owner's first offense of violating this Chapter. An Owner whose Animal has been impounded and who has committed subsequent violations of this Chapter, according to Section 131.33, will be required to meet all requirements set forth in subsection (A) prior to release of their Animal.

(C) After an Animal's third impoundment, excluding Pocket Pets and Livestock, Owner of said Animal shall pay any expenses to spay or neuter said Animal. Fees and expenses payable for the spaying and neutering of an Animal under this Section are determinable by Warrick County Animal Control and may be modified from time to time.

(D) Upon an Animal's fourth impoundment, said Animal becomes the property of the Warrick County Health Department and shall not be redeemable by the Owner.

(E) An Owner's attempted sale or other disposition of an Animal that is impounded at a Warrick County Animal Control facility does not affect the application of this Chapter.

§ 131.23 DISPOSITION OF UNCLAIMED ANIMALS.

(A) Any Domestic Animal not reclaimed by its Owner within six (6) days of the posting of notice of impoundment at the Animal Control Facility shall be eligible for either adoption, rescue, or euthanasia, whichever is necessary, in the discretion of Warrick County Animal Control, to carry out the intent of this Chapter.

(B) *Adoption.* Adoption of an unclaimed Animal from Warrick County Animal Control requires the following:

(1) The adopting party to pay for a rabies vaccination of said Animal, if the Animal is one requiring rabies vaccination under the laws of the State of Indiana or by this Chapter;

(2) By paying a fee of Ten and 00/100 Dollars ($10.00) for any Animal six (6) months of age or older, or a fee of Five and 00/100 Dollars ($5.00) for any Animal under the age of six (6) months. Notwithstanding the foregoing, the cost of an Animal that is already spayed or neutered at the time of adoption is Twenty-Five and 00/100 Dollars ($25.00). The Animal Control Officer shall be charged with the responsibility of determining the specie and age of the adopted Animal. Adoption fees may be modified by Warrick County Animal Control from time to time, according to its discretion; and

(3) In the event the Animal to be adopted has not been spayed or neutered, the Animal shall be spayed or neutered prior to finalization of the Adoption. The Person seeking adoption shall make arrangements with a licensed veterinarian in Warrick County to perform the necessary surgery to spay or neuter the Animal. The Animal Control Officer shall deliver the Animal to the veterinarian's office for such surgery.

(B) *Rescue.* Rescue of an unclaimed Animal from Warrick County Animal Control requires the following:

(1) The rescuing party pay a fee of:

(a) Five and 00/100 Dollars ($5.00) for an Animal less than six (6) months of age.

(b) Ten and 00/100 Dollars ($10.00) for an Animal six (6) months of age or older.

(c) Fifteen and 00/100 Dollars ($15.00) for a litter of offspring and the litter's mother.

Rescue fees may be modified by Warrick County Animal Control, from time to time, according to its discretion.

(2) Each rescuing party be approved and have a completed Rescue Application on file at the Warrick County Animal Control office. Rescue Applications are available at the Warrick County Animal Control office.

(C) *Euthanasia.* The decision to euthanize an unclaimed Animal shall be made at the sole discretion of Warrick County Animal Control.

§ 131.24 RELINQUISHMENT OF ANIMALS.

(A) Only those Animals that have been found in Warrick County may be surrendered to Warrick County Animal Control.

(B) A Person must complete and sign an intake card provided by Warrick County Animal Control before surrendering an Animal to Warrick County Animal Control.

(C) Animals that are surrendered to Warrick County Animal Control shall immediately become the property of Warrick County and placed for disposition.

(D) In its sole discretion, Warrick County Animal Control may provide euthanasia services of Animals upon request, following the completion of an Euthanasia Request form provided to the requesting party by Warrick County Animal Control. Warrick County Animal Control shall require the party requesting said service to pay any costs associated therewith. The decision to euthanize an Animal pursuant to this Section shall be made at the sole discretion of Warrick County Animal Control.

(E) Stray Animals shall be impounded for six (6) days, commencing the day the Animal is impounded, as long as space allows and the Animal, in Warrick County Animal Control's discretion, is in good health. If Warrick County Animal Control determines the Animal is sick, contagious, suffering, or extremely dangerous, the Animal may be humanely euthanized in accordance with Warrick County Animal Control procedure.

(F) Animals that pose a danger to Warrick County Animal Control employees and staff and that are without a means of identification may be euthanized at the discretion of Warrick County Animal Control. Prior Warrick County Animal Control releasing an Animal that is without a means of identification to a Person under this Chapter, Warrick County Animal Control may require said Animal to be implanted with a Microchip at the expense of the Person seeking the Animal's release. Fees and costs associated with implanting a Microchip in an Animal for purposes of identification are to be determined by Warrick County Animal Control and may be modified from time to time, according to its discretion.

RABIES CONTROL

§ 131.25 RABIES VACCINE REQUIRED.

(A) No Owner shall possess within Warrick County any Animal three (3) months of age or older that is required by law to have a rabies vaccination, unless such Animal has been immunized by a licensed veterinarian with a rabies vaccine of a type approved by the State Board of Health and the Warrick County Board of Health. In accordance with Indiana State law, one (1) year and three (3) year vaccines may be used according to approved label directions.

(B) In no case shall more than the period prescribed on the vaccine label, whether one (1) year or three (3) years, lapse between an Animal's rabies vaccination.

Penalty, see § 131.99

§ 131.26 KNOWLEDGE OF RABIES OR ANIMAL BITE TO BE REPORTED TO OFFICIALS.

(A) Any Person who has knowledge or a reasonable belief that an Animal is afflicted with rabies shall immediately notify the Animal Control Officer, the Warrick County Sheriff's Department, or the Warrick County Health Officer.

(B) Whenever an Animal bites a Person or another Animal, the Owner of said biting Animal shall immediately notify the Animal Control Officer.

Penalty, see § 131.99

§ 131.27 BITE REPORTS.

(A) Following receipt of an animal bite report, the Animal Control Officer shall determine if the Animal accused of biting has been properly inoculated with a rabies vaccine.

(B) Upon the reporting of an animal bite to an Animal Control Officer, the Owner of the Animal accused of biting shall surrender the Animal to the Animal Control Officer for quarantine.

(C) An Owner of an Animal who refuses to surrender the Animal to the Animal Control Officer upon request violates this Chapter.

(D) Upon receipt of an animal bite report, the Animal Control Officer may enter upon private property, excluding closed buildings, if he or she has reasonable grounds to believe that a biting Animal is located on said property.

(E) Upon taking possession of a biting Animal, or an Animal accused of biting, the Animal Control Officer shall order the Animal to be held in quarantine for a period of ten (10) days. In the absence of evidence of a rabies immunization, the Animal shall be held in quarantine at the Animal Control Facility or a licensed veterinary facility. If the Animal Control Officer determines that the Animal accused of biting has been properly inoculated with a rabies vaccine, the Animal may, at the discretion of the Animal Control Officer, be quarantined in the home of the Owner or other responsible person if the Owner of the Animal agrees in writing to comply with all of the provisions of the Home Quarantine Guidelines issued by the State of Indiana. The Home Quarantine Guidelines shall include, without limitation, the following:

(1) The Warrick County Health Officer, or the Animal Control Officer, shall appoint a licensed veterinarian to examine the Animal immediately after it has been accused of biting, and again at the end of a ten (10) day quarantine period. The Owner of the Animal accused of biting shall be responsible for the costs incurred in examining the Animal, as well as a boarding fee of Twelve and 00/100 Dollars ($12.00) per day, which costs shall be paid prior to the release of the Animal at the end of the quarantine period. If the Animal is quarantined at a veterinary facility of the Owner's choice, the Owner shall be solely responsible for the costs and care of the Animal in said facility.

(2) If, at the end of the ten (10) day quarantine period, the veterinarian appointed by the Warrick County Health Officer or the Animal Control Officer reasonably believes that the Animal is not afflicted with rabies, said Animal shall be released from quarantine contingent upon the following:

(a) Compliance with the payment requirements set forth in Section 131.23;

(b) Compliance with the inoculation requirements set forth in this Section; and

(c) Payment of veterinary expenses for examination during quarantine required under this Section.

(3) If an Animal dies at any time during a ten (10) day quarantine period, the Animal's head shall be sent to the Indiana State Department of Health for examination. Any costs incurred by Warrick County in connection with such examination shall be the responsibility of the Owner of the Animal and paid upon notice thereof.

(4) No Animal shall be destroyed or otherwise disposed of at any point during the ten (10) day period in which the Animal is quarantined without the express permission of the Warrick County Health Officer.

Penalty, see § 131.99

ADMINISTRATION

§ 131.28 FUNDS DEPOSITED IN COUNTY HEALTH FUND.

All funds collected by Warrick County Animal Control shall be deposited in the Warrick County Animal Control Fund.

§ 131.29 RULES AND REGULATIONS FOR ANIMAL CONTROL FACILITY.

(A) The Warrick County Board of Health is authorized to expend annually in the construction, maintenance, and supervision of the Warrick County Animal Control Facility, and in the payment of salaries and expenses incurred in the administration of this Chapter, or so much as may be necessary, from the sums which may hereafter annually be appropriated for such purpose.

(B) The administration of the Animal Control Facility and all employees thereof, and those engaged in its maintenance, shall be under the jurisdiction of the Warrick County Health Department and the Warrick County Health Officer, which Department and Officer are authorized to enforce the rules and regulations adopted by it for the administration thereof, and to adopt such rules and regulations necessary in the discretion of the Warrick County Board of Health for the accomplishment of the intent and purposes of this Chapter.

§131.30 PERFORMANCE OF DUTIES.

No Person shall interfere in the performance of the duties under this Chapter by the Animal Control Officer, Warrick County Health Officer, and/or their employee(s) or designee(s).

Penalty, see § 131.99

§ 131.31 VIOLATIONS.

The Animal Control Officer may issue a written notice of violation to Persons believed to be in violation of this Chapter, setting forth the nature of the offense.

§ 131.32 SUBSEQUENT VIOLATIONS.

A violation committed by a Person more than one (1) year after the most recent violation committed by the same Person shall constitute a first violation for purposes of this Chapter. Any violation committed by a Person that occurs within one (1) year of a prior violation committed by the same Person shall constitute a subsequent violation for purposes of this Chapter.

§ 131.99 PENALTY.

(A) The Warrick County Board of Health, or its designees, shall have the authority to set a reasonable fine for any violation of this Chapter. A copy of the current fee schedule shall be posted at the Animal Control Facility at all times.

(B) Notwithstanding the above, the penalty for a first offense of violation of this Chapter shall be a fine not to exceed One Hundred and 00/100 Dollars ($100.00).

(C) Notwithstanding the above, the penalty for any subsequent violation of this Chapter shall be a fine not to exceed Five Hundred and 00/100 Dollars ($500.00).

The above ordinance is passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 24th day of September, 2018.

BOARD OF COMMISSIONERS
OF WARRICK COUNTY, INDIANA

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weinheit, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

Check #	Vender #	Name	Check Date	Check Amt
Fund 1000 107-4232.00				
4920	18256	WARRICK COUNTY TREASURER	9/24/2018	83.85
			Total Account 107-4232.00	83.85
Fund 1000 107-4444.00				
5011	14458	ON-DUTY DEPOT INC	9/24/2018	1,262.22
			Total Account 107-4444.00	1,262.22
Fund 1000 109-4211.00				
4952	8056	ALTSTADT'S	9/24/2018	97.09
			Total Account 109-4211.00	97.09
Fund 1000 112-4361.00				
4910	18032	PLUMBERS SUPPLY CO INC	9/24/2018	788.15
4948	1009	AIGNER HARDWARE	9/24/2018	21.67
4948	1009	AIGNER HARDWARE	9/24/2018	16.39
4948	1009	AIGNER HARDWARE	9/24/2018	15.88
4948	1009	AIGNER HARDWARE	9/24/2018	1.50
4948	1009	AIGNER HARDWARE	9/24/2018	13.98
4948	1009	AIGNER HARDWARE	9/24/2018	7.49
4948	1009	AIGNER HARDWARE	9/24/2018	19.99
4948	1009	AIGNER HARDWARE	9/24/2018	4.99
4948	1009	AIGNER HARDWARE	9/24/2018	32.34
4948	1009	AIGNER HARDWARE	9/24/2018	44.84
4948	1009	AIGNER HARDWARE	9/24/2018	401.60
4948	1009	AIGNER HARDWARE	9/24/2018	26.35
4948	1009	AIGNER HARDWARE	9/24/2018	1.32
4948	1009	AIGNER HARDWARE	9/24/2018	12.18
4948	1009	AIGNER HARDWARE	9/24/2018	29.76
			Total Account 112-4361.00	1,450.94
Fund 1000 113-4221.00				
4951	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	16.97
4951	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	16.97
4951	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	10.97
4951	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	16.97
4951	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	36.97
4951	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	23.38
4951	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	20.40
4951	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	16.97
4951	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	37.02
4951	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	25.20
4951	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	16.97
4951	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	16.97
4951	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	16.97
4951	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	23.38
			Total Account 113-4221.00	302.20
Fund 1000 113-4245.10				
4918	19069	SIEGELS	9/24/2018	101.98
4918	19069	SIEGELS	9/24/2018	309.92
			Total Account 113-4245.10	411.90
Fund 1000 113-4365.00				
4918	19030	CRON'S BODY SHOP	9/24/2018	165.00
4931	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	0.14
4931	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	99.46

4953	3532	PURDUE CES FUND-WARRICK COUNTY	9/24/2018	123.31
4953	3532	PURDUE CES FUND-WARRICK COUNTY	9/24/2018	7.20
			Total Account 121-4322.00	130.51
Fund 1000 121-4364.00				
4953	3532	PURDUE CES FUND-WARRICK COUNTY	9/24/2018	52.06
			Total Account 121-4364.00	52.06
Fund 1000 140-4211.00				
4896	1562	CDW GOVERNMENT, INC.	9/24/2018	539.00
			Total Account 140-4211.00	539.00
Fund 1000 141-4364.00				
4944	12458	VEI COMMUNICATIONS	9/24/2018	485.97
			Total Account 141-4364.00	485.97
			Total Fund 1000	18,789.58
Fund 1112 000-4316.00				
4909	8035	HUEBNER TRUCKING COMPANY INC.	9/24/2018	86.37
			Total Account 000-4316.00	86.37
			Total Fund 1112	86.37
Fund 1138 000-4320.70				
4950	10975	BNG HEATING & COOLING	9/24/2018	500.00 Void
			Total Account 000-4320.70	500.00
Fund 1138 000-4391.10				
4948	1009	AIGNER HARDWARE	9/24/2018	59.99
4948	1009	AIGNER HARDWARE	9/24/2018	30.78
4948	1009	AIGNER HARDWARE	9/24/2018	35.15
			Total Account 000-4391.10	125.92
Fund 1138 000-4391.20				
4948	1009	AIGNER HARDWARE	9/24/2018	11.16
4948	1009	AIGNER HARDWARE	9/24/2018	6.88
4948	1009	AIGNER HARDWARE	9/24/2018	11.70
			Total Account 000-4391.20	29.74
			Total Fund 1138	665.66
Fund 1141 000-4221.00				
5009	18256	WARRICK COUNTY TREASURER	9/24/2018	114.98
5010	15499	TOM NAAS HOMES	9/24/2018	1,200.00
			Total Account 000-4221.00	1,314.98
			Total Fund 1141	1,314.98
Fund 1150 000-4111.10				
4945	12362	BROWNELLS INC	9/24/2018	127.99
4940	20569	FIELDS OUTDOOR ADVENTURES	9/24/2018	260.00
			Total Account 000-4111.10	387.99
			Total Fund 1150	387.99
Fund 1150 000-4232.00				
4922	8011	HENDRICKSON ENTERPRISES INC.	9/24/2018	524.00
4922	8011	HENDRICKSON ENTERPRISES INC.	9/24/2018	56.94
4924	21286	FRYDADDY LLC	9/24/2018	460.00
			Total Account 000-4232.00	1,040.94
			Total Fund 1150	1,040.94
Fund 1169 000-4223.30				
4894	10000	J & J SUPPLY, INC.	9/24/2018	1,437.00
4894	10000	J & J SUPPLY, INC.	9/24/2018	103.90
4894	10000	J & J SUPPLY, INC.	9/24/2018	192.60
			Total Account 000-4223.30	1,734.10
Fund 1169 000-4362.00				
4895	17742	HUTSON, INC.	9/24/2018	89.21
4895	17742	HUTSON, INC.	9/24/2018	62.94
4896	5015	EDN CONSTRUCTION & INDUSTRIAL SUPP	9/24/2018	154.63
4897	23091	WARRICK AUTOMOTIVE SUPPLY	9/24/2018	59.76
4897	23091	WARRICK AUTOMOTIVE SUPPLY	9/24/2018	39.84
4897	23091	WARRICK AUTOMOTIVE SUPPLY	9/24/2018	10.23
4897	23091	WARRICK AUTOMOTIVE SUPPLY	9/24/2018	9.80
			Total Account 000-4362.00	426.41
Fund 1169 000-4371.00				
4893	14009	NIX SANITARY SERVICE	9/24/2018	140.00
			Total Account 000-4371.00	140.00
			Total Fund 1169	2,300.51
Fund 1176 101-4211.00				
4941	15004	OFFICE DEPOT, INCORPORATED	9/24/2018	117.53
			Total Account 101-4211.00	117.53
			Total Fund 1176	117.53
Fund 1181 000-4211.00				
4898	1562	CDW GOVERNMENT, INC.	9/24/2018	269.50
			Total Account 000-4211.00	269.50
			Total Fund 1181	269.50
Fund 1197 000-4211.00				
5012	15004	OFFICE DEPOT, INCORPORATED	9/24/2018	62.03
5012	15004	OFFICE DEPOT, INCORPORATED	9/24/2018	33.56
			Total Account 000-4211.00	95.59
Fund 1197 000-4420.00				
4909	23082	GRAINGER	9/24/2018	174.68
4909	23082	GRAINGER	9/24/2018	214.50
5013	1009	AIGNER HARDWARE	9/24/2018	16.44
5013	1009	AIGNER HARDWARE	9/24/2018	13.66
			Total Account 000-4420.00	419.28
Fund 1197 000-4450.00				
5014	10000	J & J SUPPLY, INC.	9/24/2018	129.20
			Total Account 000-4450.00	129.20
			Total Fund 1197	644.07
Fund 1219 000-4232.00				
4901	1009	AIGNER HARDWARE	9/24/2018	34.95
4901	1009	AIGNER HARDWARE	9/24/2018	10.58
4901	1009	AIGNER HARDWARE	9/24/2018	9.79
4901	1009	AIGNER HARDWARE	9/24/2018	11.85
4901	1009	AIGNER HARDWARE	9/24/2018	6.21
4901	1009	AIGNER HARDWARE	9/24/2018	12.59
4901	1009	AIGNER HARDWARE	9/24/2018	68.05
4901	1009	AIGNER HARDWARE	9/24/2018	19.99
			Total Account 000-4232.00	174.91
Fund 1219 000-4245.50				
4906	17575	COCA COLA BOTTLING CO	9/24/2018	325.50
4907	8320	O'REILLY AUTO PARTS	9/24/2018	117.81
4907	8320	O'REILLY AUTO PARTS	9/24/2018	3.09
4908	9905	THE HOME CITY ICE COMPANY	9/24/2018	101.64
			Total Account 000-4245.50	548.04
Fund 1219 000-4361.00				
4903	17727	NICHOLS ELECTRIC SUPPLY	9/24/2018	138.14
			Total Account 000-4361.00	138.14
Fund 1219 000-4364.00				
4902	19030	SKELTON'S GARAGE	9/24/2018	189.00
4904	2068	BOONVILLE LAWN AND GARDEN INC.	9/24/2018	19.08
			Total Account 000-4364.00	208.08
Fund 1219 000-4397.00				
4900	7004	GEM CHEMICAL COMPANY, INC.	9/24/2018	191.39
			Total Account 000-4397.00	191.39
			Total Fund 1219	1,261.46
Fund 1224 000-4212.00				
5012	15004	OFFICE DEPOT, INCORPORATED	9/24/2018	51.01
5012	15004	OFFICE DEPOT, INCORPORATED	9/24/2018	14.36
5012	15004	OFFICE DEPOT, INCORPORATED	9/24/2018	99.20
			Total Account 000-4212.00	164.57
			Total Fund 1224	164.57
Fund 4105 000-4111.10				
4947	5001	EAST PINES ANIMAL CLINIC INC	9/24/2018	133.00
			Total Account 000-4111.10	133.00
			Total Fund 4105	133.00
Fund 5251 000-4111.10				
5015	11422	UNIFIRST CORPORATION	9/24/2018	3.06
			Total Account 000-4111.10	3.06
			Total Fund 5251	3.06
Fund 9211 000-4100.30				
4925	21248	SASSI INSTITUTE	9/24/2018	80.00
			Total Account 000-4100.30	80.00
			Total Fund 9211	80.00

Check #	Vendor #	Name	Check Date	Check Amt
Fund 1000 110-4189.00				
4999	9527	BRETT M ROY	9/21/2018	75.00
4999	9527	BRETT M ROY	9/21/2018	75.00
4999	9527	BRETT M ROY	9/21/2018	75.00
4999	9527	BRETT M ROY	9/21/2018	75.00
4999	9527	BRETT M ROY	9/21/2018	75.00
4999	9527	BRETT M ROY	9/21/2018	75.00
4999	9527	BRETT M ROY	9/21/2018	93.75
4999	9527	BRETT M ROY	9/21/2018	93.75
4999	9527	BRETT M ROY	9/21/2018	75.00
4999	9527	BRETT M ROY	9/21/2018	506.25
			Total Account 110-4189.00	1,218.75
Fund 1000 110-4323.00				
5002	9321	SARAH ELLARD	9/21/2018	85.00
			Total Account 110-4323.00	85.00
Fund 1000 122-4187.00				
4999	9527	BRETT M ROY	9/21/2018	56.25
4999	9527	BRETT M ROY	9/21/2018	75.00
			Total Account 122-4187.00	131.25
			Total Fund 1000	1,435.00
Fund 2001 000-4323.00				
5008	17452	GREG A GRANGER	9/21/2018	277.00
5008	17452	GREG A GRANGER	9/21/2018	112.20
5008	17452	GREG A GRANGER	9/21/2018	150.00
			Total Account 000-4323.00	539.20
			Total Fund 2001	539.20

Check #	Vendor #	Name	Check Date	Check Amt
Fund 2002 000-4325.10				
5005	18024	ROBERT R AYLSWORTH JUDGE	9/21/2018	532.24
			Total Account 000-4325.10	532.24
			Total Fund 2002	532.24
Fund 2051 000-4323.00				
5000	2173	CAROL RUFF	9/21/2018	89.58
			Total Account 000-4323.00	89.58
			Total Fund 2051	89.58
Fund 2503 000-4111.10				
5001	14557	DOUBLE D'S	9/21/2018	220.69
			Total Account 000-4111.10	220.69
			Total Fund 2503	220.69
Fund 4921 000-4312.00				
5003	10258	CORRISOFT, LLC	9/21/2018	226.60
5004	4556	MOUNTAIN VALLEY OF EVANSVILLE	9/21/2018	69.00
5006	18256	WARRICK COUNTY TREASURER	9/21/2018	107.16
5007	18588	U.S. BANK	9/21/2018	102.62
			Total Account 000-4312.00	505.38
			Total Fund 4921	505.38
Fund 1000 105-4324.00				
5025	4361	WOW! BUSINESS	9/12/2018	96.47
5025	4361	WOW! BUSINESS	9/12/2018	-96.47
5051	4361	WOW! BUSINESS	9/13/2018	96.47
			Total Account 105-4324.00	96.47
Fund 1000 105-4351.00				
5038	3016	CHANDLER UTILITIES	9/12/2018	20.39
			Total Account 105-4351.00	20.39
Fund 1000 106-4324.00				
4957	9318	SPRINT	9/11/2018	26.69
4957	9318	SPRINT	9/11/2018	26.69
			Total Account 106-4324.00	53.38
Fund 1000 107-4314.00				
4957	9318	SPRINT	9/11/2018	11.34
4957	9318	SPRINT	9/11/2018	40.02
			Total Account 107-4314.00	51.36
Fund 1000 110-4211.00				
4915	15004	OFFICE DEPOT, INCORPORATED	9/14/2018	98.37
4915	15004	OFFICE DEPOT, INCORPORATED	9/14/2018	15.19
			Total Account 110-4211.00	113.56
Fund 1000 110-4391.00				
4917	17452	GREG A GRANGER	9/14/2018	150.00
4917	17452	GREG A GRANGER	9/14/2018	180.00
			Total Account 110-4391.00	330.00
Fund 1000 112-4351.00				
4974	2031	BOONVILLE UTILITIES	9/11/2018	77.70
			Total Account 112-4351.00	77.70
Fund 1000 113-4221.00				
4980	14804	WABASH VALLEY SERVICE CO	9/11/2018	1,951.95
			Total Account 113-4221.00	1,951.95
Fund 1000 113-4245.10				
4971	11422	UNIFIRST CORPORATION	9/11/2018	8.36
			Total Account 113-4245.10	8.36
Fund 1000 113-4364.00				
4979	2046	BUSINESS EQUIPMENT	9/11/2018	26.00
5028	18588	U.S. BANK	9/12/2018	193.09
5029	18588	U.S. BANK	9/12/2018	68.64
			Total Account 113-4364.00	287.73
Fund 1000 113-4370.00				
4957	9318	SPRINT	9/11/2018	1,020.04
			Total Account 113-4370.00	1,020.04
Fund 1000 113-4399.00				
4978	17551	BRYAN D FLOWERS	9/11/2018	2,000.00
			Total Account 113-4399.00	2,000.00
Fund 1000 114-4225.00				
4977	2072	BRETT W KRUSE	9/11/2018	59.40
4977	2072	BRETT W KRUSE	9/11/2018	49.72
4977	2072	BRETT W KRUSE	9/11/2018	63.82
			Total Account 114-4225.00	172.94
Fund 1000 114-4314.00				
4970	19588	QUALITY CORRECTIONAL CARE, LLC	9/11/2018	13,973.33
			Total Account 114-4314.00	13,973.33
Fund 1000 115-4183.00				
4931	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	92.54
4931	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	21.95
4931	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	16.25
4931	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	226.04
4931	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	136.47
4931	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	689.17
4931	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	396.10
4931	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	548.28
4931	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	992.65
4931	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	1,037.99
4931	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	60.92
4931	11872	LAW CHEVROLET BUICK PONTIAC	9/24/2018	304.78
4932	4365	INTERSTATE BATTERIES OF WABASH VAI	9/24/2018	109.00
			Total Account 113-4365.00	4,902.74
Fund 1000 113-4399.00				
4933	13458	VEI COMMUNICATIONS	9/24/2018	680.00
			Total Account 113-4399.00	680.00
Fund 1000 114-4225.00				
4934	5813	LEWIS BROS BAKERIES, INC	9/24/2018	52.00
			Total Account 114-4225.00	52.00
Fund 1000 114-4311.00				
4923	19547	DEACONESS ANESTHESIA SVC GTWY	9/24/2018	357.24
4926	23024	ST. VINCENT WARRICK	9/24/2018	13.74
4926	23024	ST. VINCENT WARRICK	9/24/2018	477.51
4927	19570	DEACONESS HOSPITAL	9/24/2018	145.57
4927	19570	DEACONESS HOSPITAL	9/24/2018	433.68
4928	98069	SOUTHERN IN IMAGING CONSULTING	9/24/2018	93.49
4930	19182	DEACONESS EMERGENCY PHYSICIAN (G'	9/24/2018	49.49
4930	19182	DEACONESS EMERGENCY PHYSICIAN (G'	9/24/2018	53.90
4935	20491	DEACONESS CLINIC, INC.	9/24/2018	87.85
4936	323	ORAL SURGERY GROUP-TROYER & ALTEI	9/24/2018	868.96
4937	11397	ST VINCENT WARRICK EMS	9/24/2018	287.99
4954	23024	ST. VINCENT WARRICK	9/24/2018	438.35
			Total Account 114-4311.00	3,307.99
Fund 1000 114-4318.00				
4947	5001	EAST PINES ANIMAL CLINIC INC	9/24/2018	214.34
			Total Account 114-4318.00	214.34
Fund 1000 114-4351.00				
4921	11713	BUMPER TO BUMPER / BTB CHANDLER	9/24/2018	19.90
4928	2111	CULLIGAN OF EVANSVILLE	9/24/2018	438.75
4938	1089	ADVANCED SYSTEMS TECHNOLOGY	9/24/2018	191.50
4939	16032	PLUMBERS SUPPLY CO INC	9/24/2018	370.05
4939	16032	PLUMBERS SUPPLY CO INC	9/24/2018	76.72
4939	16032	PLUMBERS SUPPLY CO INC	9/24/2018	-370.05
4940	1009	AIGNER HARDWARE	9/24/2018	14.43
4942	10989	ALAN ENVIRONMENTAL PRODUCTS	9/24/2018	516.83
4943	1976	HUTCH & SON INDUSTRIAL ELECTRONICS	9/24/2018	9.01
			Total Account 114-4351.00	1,267.14
Fund 1000 116-4211.00				
4949	18044	RAINBOW PRINTING	9/24/2018	295.00
			Total Account 116-4211.00	295.00
Fund 1000 116-4396.60				
4911	1103	ALEXANDER NEWBURGH CHAPEL	9/24/2018	100.00
			Total Account 116-4396.60	100.00
Fund 1000 121-4211.00				
4899	15004	OFFICE DEPOT, INCORPORATED	9/24/2018	113.59
4941	15004	OFFICE DEPOT, INCORPORATED	9/24/2018	51.44
			Total Account 121-4211.00	165.03
Fund 1000 121-4322.00				

5032	762	DORIS HORN	9/12/2018	50.00
5033	15410	JEFF WILLIS	9/12/2018	50.00
5034	7028	GENTRY, GUY	9/12/2018	50.00
5035	4570	WILLIAM BYERS	9/12/2018	50.00
			Total Account 115-4183.00	200.00
Fund 1000 115-4332.00				
4975	2029	WARRICK PUBLISHING CO	9/11/2018	25.30
			Total Account 115-4332.00	25.30
Fund 1000 115-4364.00				
4991	20042	THE LANG COMPANY	9/11/2018	747.00
			Total Account 115-4364.00	747.00
Fund 1000 116-4181.00				
5050	10037	FINE & HATFIELD, PC	9/13/2018	4,000.00
			Total Account 116-4181.00	4,000.00
Fund 1000 116-4211.00				
4984	18195	FIRST BANKCARD	9/11/2018	19.95
			Total Account 116-4211.00	19.95
Fund 1000 116-4312.00				
5040	9695	MORRIE DOLL	9/13/2018	437.50
5050	10037	FINE & HATFIELD, PC	9/13/2018	1,232.00
5050	10037	FINE & HATFIELD, PC	9/13/2018	190.00
			Total Account 116-4312.00	1,859.50
Fund 1000 116-4314.00				
4971	11422	UNIFIRST CORPORATION	9/11/2018	20.24
4971	11422	UNIFIRST CORPORATION	9/11/2018	20.24
4971	11422	UNIFIRST CORPORATION	9/11/2018	20.24
4971	11422	UNIFIRST CORPORATION	9/11/2018	20.24
4971	11422	UNIFIRST CORPORATION	9/11/2018	20.24
4983	902	WTH TECHNOLOGY, INC.	9/11/2018	3,450.00
4984	18195	FIRST BANKCARD	9/11/2018	180.00
5045	19564	KELLER SHROEDER	9/13/2018	3,780.00
5046	18588	U.S. BANK	9/13/2018	96.18
			Total Account 116-4314.00	7,607.38
Fund 1000 116-4314.50				
4984	18195	FIRST BANKCARD	9/11/2018	16.00
			Total Account 116-4314.50	16.00
Fund 1000 116-4322.00				
4984	18195	FIRST BANKCARD	9/11/2018	26.80
			Total Account 116-4322.00	26.80
Fund 1000 116-4324.00				
4969	15960	SPECTRUM	9/11/2018	516.36
4990	4361	WOW! BUSINESS	9/12/2018	3,543.99
			Total Account 116-4324.00	4,060.35
Fund 1000 116-4324.10				
4957	9318	SPRINT	9/11/2018	853.16
4957	9318	SPRINT	9/11/2018	837.19
			Total Account 116-4324.10	1,690.35
Fund 1000 116-4332.00				
4975	2029	WARRICK PUBLISHING CO	9/11/2018	24.91
4975	2029	WARRICK PUBLISHING CO	9/11/2018	13.62
5043	2029	WARRICK PUBLISHING CO	9/13/2018	25.09
5043	2029	WARRICK PUBLISHING CO	9/13/2018	12.07
5043	2029	WARRICK PUBLISHING CO	9/13/2018	9.71
			Total Account 116-4332.00	86.00
Fund 1000 141-4324.00				
4956	7991	VERIZON WIRELESS	9/11/2018	1,230.61
4989	3778	AT&T	9/11/2018	82.51
			Total Account 141-4324.00	1,313.12
Fund 1000 141-4364.00				
4994	4542	KELLER, SCHROEDER & ASSOC. INC	9/12/2018	1,043.00
			Total Account 141-4364.00	1,043.00
Fund 1000 145-4312.00				
4976	17704	ZIEMER STAYMAN WEITZEL SHOULDERS	9/11/2018	1,250.00
			Total Account 145-4312.00	1,250.00
Fund 1000 145-4364.00				
4985	18588	U.S. BANK	9/11/2018	90.16
			Total Account 145-4364.00	90.16
			Total Fund 1000	44,192.12
Fund 1112 000-4316.00				
4959	922	LAMB ELECTRIC AND REPAIR	9/11/2018	520.00
4982	19037	VECTREN ENERGY DELIVERY	9/11/2018	16.25
4982	19037	VECTREN ENERGY DELIVERY	9/11/2018	98.19
4982	19037	VECTREN ENERGY DELIVERY	9/11/2018	46.60
4982	19037	VECTREN ENERGY DELIVERY	9/11/2018	117.47
5044	19037	VECTREN ENERGY DELIVERY	9/13/2018	11.67
5047	94987	INDIANA AMERICAN WATER	9/13/2018	23.21
			Total Account 000-4316.00	833.39
Fund 1112 000-4324.00				
4957	9318	SPRINT	9/11/2018	80.16
4957	9318	SPRINT	9/11/2018	84.94
			Total Account 000-4324.00	165.10
Fund 1112 000-4508.10				
4958	4554	PIKE GIBSON WATER, INC	9/11/2018	19.48
			Total Account 000-4508.10	19.48
			Total Fund 1112	1,017.97
Fund 1122 000-4323.00				
4980	17190	SATELLITE TRACKING OF PEOPLE LLC	9/11/2018	1,165.50
			Total Account 000-4323.00	1,165.50
			Total Fund 1122	1,165.50
Fund 1156 000-4111.10				
4995	20437	BARNETT, RICHARD	9/12/2018	200.00
			Total Account 000-4111.10	200.00
			Total Fund 1156	200.00
Fund 1159 000-4211.00				
4968	18196	FIRST BANKCARD	9/11/2018	14.44
			Total Account 000-4211.00	14.44
Fund 1159 000-4214.00				
4968	18196	FIRST BANKCARD	9/11/2018	62.89
			Total Account 000-4214.00	62.89
Fund 1159 000-4220.00				
4964	21285	GODSHALL, SARAH	9/11/2018	10.03
4968	18196	FIRST BANKCARD	9/11/2018	20.00
4968	18196	FIRST BANKCARD	9/11/2018	25.00
4968	18196	FIRST BANKCARD	9/11/2018	25.00
4968	18196	FIRST BANKCARD	9/11/2018	37.89
			Total Account 000-4220.00	117.92

Fund 1159 000-4221.00				
4968	18196	FIRST BANKCARD	9/11/2018	25.25
			Total Account 000-4221.00	25.25
Fund 1159 000-4323.00				
4965	16198	TINA LATHAM	9/11/2018	22.00
			Total Account 000-4323.00	22.00
Fund 1159 000-4324.00				
4968	18196	FIRST BANKCARD	9/11/2018	48.74
			Total Account 000-4324.00	48.74
Fund 1159 000-4324.50				
4968	18196	FIRST BANKCARD	9/11/2018	97.48
			Total Account 000-4324.50	97.48
			Total Fund 1159	388.72
Fund 1166 000-4111.10				
5039	3449	ENVIRONMENTAL MANAGEMENT CONSUL	9/13/2018	950.00
			Total Account 000-4111.10	950.00
			Total Fund 1166	950.00
Fund 1168 000-4323.00				
4964	21285	GODSHALL, SARAH	9/11/2018	63.54
			Total Account 000-4323.00	63.54
			Total Fund 1168	63.54
Fund 1169 000-4391.00				
5036	21288	GATES, WILLIAM	9/12/2018	60.00
			Total Account 000-4391.00	60.00
			Total Fund 1169	60.00
Fund 1176 102-4231.00				
5027	13043	MULZER CRUSHED STONE, INC.	9/12/2018	2,260.00
5027	13043	MULZER CRUSHED STONE, INC.	9/12/2018	14,249.71
5027	13043	MULZER CRUSHED STONE, INC.	9/12/2018	665.66
5027	13043	MULZER CRUSHED STONE, INC.	9/12/2018	458.51
5027	13043	MULZER CRUSHED STONE, INC.	9/12/2018	27,860.98
5027	13043	MULZER CRUSHED STONE, INC.	9/12/2018	196.19
5027	13043	MULZER CRUSHED STONE, INC.	9/12/2018	2,415.02
5027	13043	MULZER CRUSHED STONE, INC.	9/12/2018	7,168.35
5027	13043	MULZER CRUSHED STONE, INC.	9/12/2018	5,134.27
5027	13043	MULZER CRUSHED STONE, INC.	9/12/2018	414.41
5027	13043	MULZER CRUSHED STONE, INC.	9/12/2018	1,235.86
5027	13043	MULZER CRUSHED STONE, INC.	9/12/2018	539.84
			Total Account 102-4231.00	62,607.80
Fund 1176 102-4232.00				
5026	13021	METZGER CONSTRUCTION CO INC.	9/12/2018	53,287.61
5026	13021	METZGER CONSTRUCTION CO INC.	9/12/2018	171,784.48
5026	13021	METZGER CONSTRUCTION CO INC	9/12/2018	48,921.32
5026	13021	METZGER CONSTRUCTION CO INC.	9/12/2018	112.02
5026	13021	METZGER CONSTRUCTION CO INC.	9/12/2018	10,673.73
5026	13021	METZGER CONSTRUCTION CO INC.	9/12/2018	10,846.49
5026	13021	METZGER CONSTRUCTION CO INC.	9/12/2018	45,471.30
5026	13021	METZGER CONSTRUCTION CO INC.	9/12/2018	2,571.87
5026	13021	METZGER CONSTRUCTION CO INC.	9/12/2018	70,185.24
			Total Account 102-4232.00	443,854.06
Fund 1176 103-4351.00				
4957	9318	SPRINT	9/11/2018	522.00
4957	9318	SPRINT	9/11/2018	743.83
5024	94562	MOUNTS ELECTRIC INC.	9/12/2018	772.65
5025	4361	WOWI BUSINESS	9/12/2018	221.61
5025	4361	WOWI BUSINESS	9/12/2018	-221.61
5052	15960	SPECTRUM	9/13/2018	221.61
			Total Account 103-4351.00	2,260.09
Fund 1176 104-4324.00				
4957	9318	SPRINT	9/11/2018	41.14
4957	9318	SPRINT	9/11/2018	45.92
			Total Account 104-4324.00	87.06
			Total Fund 1176	508,809.01
Fund 1189 000-4111.50				
4981	20860	MASH NETWORKS	9/11/2018	602.50
4981	20860	MASH NETWORKS	9/11/2018	1,100.00
			Total Account 000-4111.50	1,702.50
			Total Fund 1189	1,702.50
Fund 1197 000-4211.00				
5023	2029	WARRICK PUBLISHING CO	9/12/2018	30.00
			Total Account 000-4211.00	30.00
Fund 1197 000-4221.00				
5022	18256	WARRICK COUNTY TREASURER	9/12/2018	603.09
			Total Account 000-4221.00	603.09
Fund 1197 000-4324.00				
4957	9318	SPRINT	9/11/2018	176.60
4957	9318	SPRINT	9/11/2018	167.04
			Total Account 000-4324.00	343.64
Fund 1197 000-4420.00				
5021	18586	U.S. BANK	9/12/2018	209.97
			Total Account 000-4420.00	209.97
Fund 1197 000-4450.00				
5019	20349	O'RISKY EXCAVATING	9/12/2018	725.00
5019	20349	O'RISKY EXCAVATING	9/12/2018	8,075.00
			Total Account 000-4450.00	8,800.00
			Total Fund 1197	9,986.70
Fund 1201 000-4111.10				
5020	21287	AITON, MARK & SARAH	9/12/2018	58.86
			Total Account 000-4111.10	58.86
			Total Fund 1201	58.86
Fund 1206 000-4315.10				
4963	20924	PHILLIPS, ELIZABETH	9/11/2018	2,400.00
			Total Account 000-4315.10	2,400.00
			Total Fund 1206	2,400.00
Fund 1211 000-4111.10				
4916	4064	DAVID HEAL	9/14/2018	147.84
			Total Account 000-4111.10	147.84
			Total Fund 1211	147.84
Fund 1215 000-4324.10				
4957	9318	SPRINT	9/11/2018	41.14
4957	9318	SPRINT	9/11/2018	45.92
			Total Account 000-4324.10	87.06
			Total Fund 1215	87.06
Fund 1219 000-4245.20				
5049	12406	TRACTOR SUPPLY CO	9/13/2018	208.25
			Total Account 000-4245.20	208.25
Fund 1219 000-4245.30				
4997	7879	CIRCLE CITY PYROTECHNICS	9/12/2018	1,446.50
			Total Account 000-4245.30	1,446.50
Fund 1219 000-4245.60				

5048	11422	UNIFIRST CORPORATION	9/13/2018	41.47
			Total Account 000-4245.60	41.47
Fund 1219 000-4324.00				
4969	15900	SPECTRUM	9/11/2018	94.99
			Total Account 000-4324.00	94.99
Fund 1219 000-4351.00				
5044	19037	VECTREN ENERGY DELIVERY	9/13/2018	3,798.45
			Total Account 000-4351.00	3,798.45
			Total Fund 1219	5,589.66
Fund 1222 000-4342.00				
4972	8977	INDIANA OFFICE OF TECHNOLOGY	9/11/2018	103.39
4973	13458	VCI COMMUNICATIONS	9/11/2018	2,700.00
5041	15960	SPECTRUM	9/13/2018	105.00
			Total Account 000-4342.00	2,908.39
			Total Fund 1222	2,908.39
Fund 1224 000-4313.00				
4998	18195	FIRST BANKCARD	9/12/2018	799.95
			Total Account 000-4313.00	799.95
Fund 1224 000-4314.00				
4992	11064	ASI, INC.	9/11/2018	3,500.00
5017	2620	TYLER TECHNOLOGIES, INC	9/12/2018	15,650.00
5030	18588	U.S. BANK	9/12/2018	180.62
5031	18588	U.S. BANK	9/12/2018	54.02
			Total Account 000-4314.00	19,384.64
Fund 1224 000-4314.10				
5025	4361	WOW! BUSINESS	9/12/2018	79.00
5025	4361	WOW! BUSINESS	9/12/2018	-79.00
5051	4361	WOW! BUSINESS	9/13/2018	79.00
			Total Account 000-4314.10	79.00
Fund 1224 000-4323.00				
5016	3597	HOLLY KEY	9/12/2018	25.00
5016	3597	HOLLY KEY	9/12/2018	25.00
5016	3597	HOLLY KEY	9/12/2018	4.61
5016	3597	HOLLY KEY	9/12/2018	7.56
5018	10001	BARBI SHELTON	9/12/2018	30.36
5037	565	WARRICK COUNTY TREASURER	9/12/2018	50.57
			Total Account 000-4323.00	143.10
			Total Fund 1224	20,406.69
Fund 2504 000-4314.00				
4957	9318	SPRINT	9/11/2018	327.99
4957	9318	SPRINT	9/11/2018	292.01
			Total Account 000-4314.00	620.00
			Total Fund 2504	620.00
Fund 4103 000-4140.00				
4990	21282	BARRINGTON CUSTOM HOMES, LLC.	9/11/2018	5,000.00
			Total Account 000-4140.00	5,000.00
			Total Fund 4103	5,000.00
Fund 4105 000-4111.10				
4988	12406	TRACTOR SUPPLY CO	9/11/2018	61.99
4988	12406	TRACTOR SUPPLY CO	9/11/2018	43.99
4988	12406	TRACTOR SUPPLY CO	9/11/2018	29.98
			Total Account 000-4111.10	135.96
			Total Fund 4105	135.96
Fund 4106 000-4111.10				
4997	7879	CIRCLE CITY PYROTECHNICS	9/12/2018	1,053.50
			Total Account 000-4111.10	1,053.50
			Total Fund 4106	1,053.50
Fund 4901 000-4211.00				
4966	14804	WABASH VALLEY SERVICE CO	9/11/2018	80.12
			Total Account 000-4211.00	80.12
Fund 4901 000-4323.00				
4957	9318	SPRINT	9/11/2018	82.28
4962	10258	CORRISOFT, LLC	9/11/2018	226.60
5042	20323	BAKER, KATY	9/13/2018	75.00
			Total Account 000-4323.00	383.88
			Total Fund 4901	464.00
Fund 4903 000-4380.10				
5050	10037	FINE & HATFIELD, PC	9/13/2018	1,865.00
			Total Account 000-4380.10	1,865.00
Fund 4903 000-4397.18				
5026	13021	METZGER CONSTRUCTION CO INC.	9/12/2018	22,044.37
5026	13021	METZGER CONSTRUCTION CO INC.	9/12/2018	125,943.08
5026	13021	METZGER CONSTRUCTION CO INC.	9/12/2018	73,641.12
5026	13021	METZGER CONSTRUCTION CO INC.	9/12/2018	82,976.79
			Total Account 000-4397.18	304,605.36
			Total Fund 4903	306,470.36
Fund 4908 000-4310.00				
4988	18258	WARRICK COUNTY TREASURER	9/11/2018	221.04
			Total Account 000-4310.00	221.04
Fund 4908 000-4314.00				
4967	20526	REISING, CONNOR	9/11/2018	384.62
4963	20526	REISING, CONNOR	9/11/2018	384.62
			Total Account 000-4314.00	769.24
Fund 4908 000-4362.00				
4957	9318	SPRINT	9/11/2018	21.24
4957	9318	SPRINT	9/11/2018	21.24
4987	18588	U.S. BANK	9/11/2018	34.06
			Total Account 000-4362.00	76.54
			Total Fund 4908	1,067.42
Fund 5351 000-4111.10				
4858	6568	DIVISION OF CHILD SUPPORT	9/14/2018	104.00
			Total Account 000-4111.10	104.00
			Total Fund 5351	104.00
Fund 5362 000-4111.10				
4857	4000	TEAMSTERS LOCAL #215	9/14/2018	3.00
4955	20001	TEAMSTERS LOCAL # 215	9/11/2018	640.00
			Total Account 000-4111.10	643.00
			Total Fund 5362	643.00
Fund 5364 000-4111.10				
4859	18315	CLERK - WARRICK COUNTY SUPERIOR CC	9/14/2018	601.92
4860	20928	ROBERT P. MUSGRAVE, TRUSTEE	9/14/2018	100.00
			Total Account 000-4111.10	701.92
			Total Fund 5364	701.92
Fund 9211 000-4200.30				
4951	18892	FUHS, JENNIFER	9/11/2018	16.04
			Total Account 000-4200.30	16.04
			Total Fund 9211	16.04

Check #	Vendor #	Name	Check Date	Check Amt
Fund 7304 000-4320.00				
4856	1837	WARRICK COUNTY TREASURER	9/06/2018	2,941.97
			Total Account 000-4320.00	2,941.97
			Total Fund 7304	2,941.97

Fund 7332 000-4111.10

4849	3030	CLERK-TREASURER--LYNNVILLE	9/06/2018	3,920.50
4850	3029	CLERK-TREASURER--ELBERFELD	9/06/2018	4,913.92
4851	3028	CLERK-TREASURER--CHANDLER	9/06/2018	22,864.25
4852	3027	CLERK-TREASURER--BOONVILLE	9/06/2018	147,819.17
4853	3031	CLERK-TREASURER--NEWBURGH	9/06/2018	34,280.75
4854	3032	CLERK-TREASURER--TENNYSON	9/06/2018	1,400.33
4855	1837	WARRICK COUNTY TREASURER	9/06/2018	607,062.91
			Total Account 000-4111.10	822,061.83
			Total Fund 7332	822,061.83

and Tot $ 1,769,066.27

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. September 24th, 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: $1,769,066.27 Dated this 24th day of September, 2018. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

Bloomington, IN 47401
812-331-2200 fax 812-331-3377

INVOICE

Customer
Name WARRICK COUNTY COMMISSIONERS
Address 107 W LOCUST ST
City BOONVILLE IN ZIP 47601
Phone

Date 9/20/2018
Order No. 1500 SSV
Rep SAM ROBERTS
FOB BLOOMINGTON

Qty	Description	Unit Price	TOTAL
1	2019 RAM 1500 SSV CREW CAB 4X4 TRUCK	$28,094.00	$28,094.00
1	BRIGHT SILVER METALLIC CLEAR COAT	$200.00	$200.00
	VIN# T.B.D.		
1	IN TIRE FEE	$1.25	$1.25
-1	2017 RAM 1500 SSV CREW CAB 4X4	$22,500.00	($22,500.00)
	VIN# 1C6RR7XT1HS798831		
		SubTotal	$5,795.25
		Shipping & Handling	
		Taxes	$0.00
		TOTAL	$5,795.25

SAM ROBERTS
IN GOV'T SALES MGR.

Office Use Only

COLLECTIVE BARGAINING
AGREEMENT

By and Between

THE CLERK AND THE
BOARD OF COUNTY COMMISSIONERS
OF WARRICK COUNTY

and

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 215
Evansville, Indiana

Effective January 1, 2018

WARRICK COUNTY CLERK
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AGREEMENT

THIS AGREEMENT is made and entered into by and between the ***CLERK and BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY*** (hereinafter called the "Employer") and ***CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215***, affiliated with the International Brotherhood of Teamsters, (hereinafter called the "Union").

ARTICLE 1
Purpose and Recognition

Section 1. The Clerk and Board of County Commissioners of Warrick County recognizes Chauffeurs, Teamsters and Helpers Local Union No. 215, affiliated with the International Brotherhood of Teamsters as the exclusive bargaining agent for all employees of the Clerk's Office.

Section 2. This Agreement has been drawn up and entered into by and between the interested parties in a mutual and voluntary effort to promote and establish sound labor and Employer relations.

Section 3. The parties hereto, in accepting this Agreement, recognize and accept the mutual responsibilities of such an Agreement and will expend all efforts necessary to maintain efficient and equitable operating and working relationships.

Section 4. The Employer hereby recognizes the Union as the sole bargaining agent for all those employees in the job classifications herein described in the matter of wages, hours and other terms and conditions of employment and for the purpose of settlement of all disputes and grievances affecting such employees during the term of this Agreement.

ARTICLE 2
Union Membership

Section 1. The Employer shall have the right to employ whomsoever it determines is fit for available jobs. Any regularly employed person performing any of the duties of a regular employee covered by the terms of this Agreement may become a member of the Union.

Section 2. The decision to join or not join the Union is voluntary and a matter of choice for the employee. No employee shall be harassed based on the decision to join or not join the Union.

Section 3. Supervisory employees (office holder and first deputy) who have the authority to discipline or discharge employees shall not be subject to this Agreement.

ARTICLE 3
Seniority

Section 1. Seniority (length of service in continuous employment) shall prevail only within the Clerk's office for the purpose of this Agreement and shall date from the first day of employment. However, it is understood that any new employee shall be subject to ninety (90) working days' probation during which time they may be discharged without recourse. If such employee successfully completes said ninety (90) working days' probation, the employee's seniority shall start on the first day of his employment. Employees' seniority for layoff, recall, choice of vacation period, shift preference, personal days and promotions shall be based on the date they started to work in the Clerk's Office. Employees' seniority for amount of vacation and longevity pay shall be based on length of continuous employment with Warrick County, as amended from time to time.

Section 2. The seniority and employment of an employee shall terminate under any of the following conditions:

a. When a laid off employee fails to return within seventy-two (72) hours after their office has sent to their last known address a certified letter requesting their return.

b. When they resign their employment.

c. When they are discharged.

d. When they are laid off for a period of two (2) or more years.

Section 3. **APPLICATION OF SENIORITY:** In the case of layoff, recall, vacations, shift preference, personal days and promotions, the principle of seniority shall prevail, provided the senior employee is sufficiently qualified to perform the job in question with the approval of the elected clerk.

Section 4. In the event of layoff, such employee shall hold seniority for a period of two (2) years and shall have preferred hiring rights in the Clerk's office on the principle of seniority for two (2) years.

Section 5. It is understood between the parties that on occasion it may become necessary to reduce the number of employees in a particular classification. On these occasions, it is agreed that such employees shall be reclassified according to seniority to vacant positions in other classifications with the same pay grade or to other available assignments, but in no event shall the pay scale be reduced.

Section 6. Extra Hire employees may be hired to replace workers on sick leave or vacation. Extra hire employees shall not acquire seniority as described in Article III, Section 1. Extra hire employees may exceed by one (1) per office the number of employees off work due to sick leave or vacation. Extra hire employees will be given the opportunity to qualify for seniority positions when increasing

the work force or replacing vacancies. No extra hire employees may be used if any full-time employees are on layoff status. The extra hire shall not work more than twenty-four (24) hours in any work week.

ARTICLE 4
Hours of Work and Holiday Pay

Section 1. The work week for employees covered by this Agreement shall begin at 12:01 a.m. Friday and end Thursday night Midnight.

Section 2. Eight (8) hours shall constitute a normal day's work, including the lunch period, and forty (40) hours shall constitute a normal work week, worked in five (5) consecutive days, depending on work assignment as consistent with the Warrick County Employee Handbook.

Section 3. Time and one-half (1 1/2) shall be paid for all work done over eight (8) hours per day and over forty (40) hours worked per week. The employee will be given the option of receiving pay or taking compensatory time off. For the purpose of this section, the paid lunch hour shall not count as time worked as consistent with the Warrick County Employee Handbook.

Section 4. Time and one-half (1 1/2) shall be paid for all work performed on Saturdays. Double time shall be paid for all work performed on Sundays.

Section 5. (A) Employees covered by the provisions of this Agreement shall receive eight (8) hours' pay at the regular rate of pay for the legal holidays listed below:

New Year's Day	Labor Day
M. L. King, Jr.'s Birthday	General Election Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Primary Election Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
	New Year's Eve

In non-election years, the employer will observe in addition to the holidays listed above:

Employee's Birthday	Columbus Day

(B) Employees who work on any of the aforesaid holidays or observance days shall receive, in addition to holiday pay as provided above, pay at time and one-half (1 1/2) for each hour worked on said day.

Section 6. When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the following Monday.

Section 7. In order to be eligible for holiday pay, the employee must work the regular scheduled work day before and after the holiday, unless such employee is absent because of illness (in pay status and subject to the condition below) or injury, or has a doctor's certificate, or is on vacation, or the absence has been excused by the Employer. If a holiday falls during an employee's vacation period, the employee shall receive an additional day. As a condition of being eligible for holiday pay when a sick day is taken the day before a holiday or the day after a holiday, the employee shall provide medical documentation or satisfactory proof of the genuine necessity thereof to his/her supervisor or department head if so requested by his/her supervisor or department head.

ARTICLE 5
Stewards

Section 1. The Business Representatives of the Union may appoint one steward, and one alternate whose duties shall be to ascertain, with reference to the Union, those who are members and those who are due to become members of the Union. It shall be the further duty of the steward to handle all grievances of the employees under his jurisdiction without loss of pay to the steward; provided, however, the aggregate time shall not exceed three (3) hours in any one work week.

Section 2. It is further agreed that a steward pursuing this endeavor shall request and receive permission from his supervisor prior to leaving the job on steward duties.

Section 3. In no event under this Agreement shall any steward have the power to call a strike or stoppage of work or interfere with work in progress.

ARTICLE 6
Checkoff

Section 1. The Employer agrees to collect from the wages due employees covered by this provision of this Agreement all dues as prescribed in the Constitution and By-Laws of the Union, upon voluntary written authorization to the Employer from each individual employee dated and signed on or after the execution date of this Collective Bargaining Agreement and forward same to the office of the Union. The authorization will be on forms furnished by the Union and approved by the Employer and shall be in compliance with this Collective Bargaining Agreement and all applicable state and federal laws.

Section 2. The Employer agrees to deduct each pay from the pay of all employees requesting deduction for Sterling United Federal Credit Union an amount to be determined by the employee. The request must be made in writing and signed by the employee. The Employer agrees to remit each month to said Sterling United Federal Credit Union all such deductions.

Section 3. The Employer agrees to deduct from the wages due employees covered by the provisions of this Agreement monies assigned by the employee to the Local Chapter of D.R.I.V.E., in an amount to be determined by the employee; provided, however, that the employee shall have signed and submitted to the Employer a voluntary written authorization for such action on the part of the Employer dated and signed on or after the execution date of this Collective Bargaining Agreement. The authorization will be on forms furnished by the Local Chapter of D.R.I.V.E. and shall be in compliance with the Collective Bargaining Agreement and all state and federal laws. All monies so deducted by the Employer shall be forwarded to the Treasurer of the Local Chapter of D.R.I.V.E. at the end of each month for which deductions have been made.

Section 4. Employees shall give the Employer ample notice of desire to change checkoff rates covered in Sections 2 and 3 of this Article. Changes shall be made on a quarterly basis. The Union agrees to indemnify and hold harmless the Employer from any liability in the enforcement of the checkoffs herein and above provided for.

ARTICLE 7
Vacations

Section 1. All employees on the active payroll who are covered by this Agreement shall be entitled to earn paid vacation each calendar year as follows as consistent with the Warrick County Employee Handbook:

a. After six (6) months of continuous service - 40 hours
b. After one (1) year of continuous service - 80 hours
(includes 40 hours earned first six months)
c. After seven (7) years of continuous service - 120 hours
d. After ten (10) years of continuous service - 160 hours
e. After twenty (20) years of continuous service - 200 hours

Section 2. An employee who voluntarily resigns prior to receiving earned vacation shall receive payment in lieu of vacation provided such employee has worked sufficient time to be entitled to a vacation as provided above. Employees who fail to give two (2) weeks' notice prior to resignation or who are discharged for just cause shall forfeit any right to receive payment for vacation time as provided in this section.

Section 3. All vacations shall be set by the employee and the Employer and shall be agreed upon so that proper programming of work can prevail. Vacations shall be chosen by seniority prior to March 1 of each year in which the vacation is to be taken. Vacations chosen after March 1 shall be chosen

on a first come, first serve basis from the remaining time not chosen prior to March 1. Employees who have scheduled vacation prior to March 1 may not be bumped by employees scheduling vacation time after March 1. The Employer reserves the right to limit the number of employees to be off at any one time; however, a minimum of one (1) employee will be allowed to take vacation at any one time. When choosing vacation time, no eligible employee will be allowed to schedule their third week of vacation until all employees have been given the opportunity to schedule two weeks of vacation. Employees who are entitled to 120 hours or more paid vacation shall be allowed to take not more than 40 hours of such paid vacation time on one day increments.

Section 4. An employee may sell back up to fifty percent (50%) of earned vacation days in the year earned (rounded down to the nearest whole day). Example: If an employee has thirteen (13) vacation days earned, they would be able to sell back six (6) days maximum.

ARTICLE 8
Addenda

Classifications and wages shall be observed and paid according to the addenda attached hereto.

ARTICLE 9
Pension Fund

Upon employee's request after completion of ninety (90) working days the Employer agrees to enroll the employees in the Indiana Public Employees' Retirement Fund (PERF). The Employer shall pay the entire cost of the of the Public Employees' Retirement Fund (PERF). This Article is subject to the State of Indiana laws governing eligibility, vesting, participation an other PERF plan provisions.

ARTICLE 10
Hospitalization and Life Insurance

Hospitalization and Life Insurance shall be consistent with the Warrick County Employee Handbook, as amended from time to time.

ARTICLE 11
Leaves of Absences

Section 1. **SICK LEAVE:** Paid sick leave shall be accrued at the rate of one day per month. Sick leave may be accumulated up to sixty (60) working days. Sick leave shall be used only for a physical or mental illness of the employee, a spouse of the employee, an employee's child or step-child residing in the employee's household or a parent of the employee if such parent resides in the employee's household. Sick leave may not be used for a vacation. Any employee receiving compensation for sick leave who simultaneously receives compensation under the provisions of Worker's Compensation, shall receive only that portion of their salary that, together with the

Workmen's Compensation or disability payments, equals their regular salary. Payment for accumulated sick leave upon termination of employment shall be paid in accordance with the provisions of the Warrick County Handbook, as amended from time to time, provided however, that the maximum number of accumulated sick days payable at termination shall remain at sixty (60) days until October 1, 2007, at which time it shall be reduced to thirty (30) days for eligible employees.

Payment for accumulated sick leave upon termination of employment will be paid in accordance with the Warrick County Employee Handbook, as amended from time to time, with one (1) modification as described herein. The Warrick County Employee Handbook currently provides that employees who began their employment with Warrick County on or after April 15, 2003, will not be compensated for accumulated sick leave upon termination of employment for any reason, voluntary or involuntary. Employees who began their employment with Warrick County before April 15, 2003, shall, at the time of retirement or termination from the payroll of the employer, and with at least one (1) year of continuous service prior to April 15, 2003, be entitled to receive payment, at the current rate of pay, for accumulated sick leave as of April 15, 2003, up to a maximum of thirty (30) days, but not to exceed the actual amount of sick leave accrued as of the date of retirement or termination of employment. See two examples provided in Section 4.6 of Warrick County Employee Handbook (Section 4.6 was last amended August 17, 2005). The modification from the Warrick County Employee Handbook for Purposes of this union contract is that said provisions of the Warrick County Employee Handbook shall become effective October 1, 2007, in order to provide qualified employees one (1) year to use their sick days in accordance with this contract and the handbook.

Section 2. **BONUS LEAVE:** Employees who complete one (1) full year of service are eligible for bonus leave based on attendance records. Paid bonus leave may be granted according to the following schedule:

a. No sick leave used in calendar year - 3 days' bonus leave.

b. One (1) sick day used in calendar year - 2 days' bonus leave.

c. Two (2) sick days used in calendar year - 1 day bonus leave.

d. More than two (2) days of sick leave used - 0 bonus leave.

All bonus leave earned by employee is to be used within the calendar year immediately following the year in which the bonus leave was earned. All bonus leave is to be scheduled in advance with the approval of the supervisor.

Section 3. **FAMILY AND MEDICAL LEAVE:** The County will follow and provide employees with their rights under the Family and Medical Leave Act as set forth in the Warrick County employee Handbook as amended from time to time.

Section 4. **LEAVE WITHOUT PAY:** A leave without pay, in addition to any leave authorized under the Family and Medical Leave Act, may be granted to an employee upon request of the employee and approval of the Clerk. Such leave may not exceed six (6) months in duration. Employees must return to work or have been granted additional leave time by the agreed upon date of return, or will be considered to have resigned, not in good standing.

Section 5. **COURT DUTY:** Leave with pay is granted to employees for the periods requiring jury duty, or as a subpoenaed witness by the court on any matter arising out of the employee's employment by the employer. Supervisors must be notified when it is found that leave for court duty will be necessary. The employee will receive his regular pay and shall sign over any reimbursement for jury service, or witness fees paid to the employee as a witness in any matter arising from the employee's employment, to the Clerk's office, provided that jury duty is served, during, or close to, employee's regular work hours. If jury duty is required to be served during a time that does not conflict with the employee's normal working hours, then the employee shall receive his regular pay on the job, and shall also receive any jury duty fee due to him for those times served not during the employee's normal working hours.

Section 6. **BEREAVEMENT LEAVE:** Employees shall receive five (5) days of leave with pay upon the death of a spouse, mother, father, child, step-parent, step-child, grandchild or any family member residing in the same household. During such absence, the employee shall be compensated at this regular straight-time classification rate, not in excess of eight (8) hours per day of leave. Absence compensation shall not include any pay for lost overtime, premium pay, or holidays. Employees shall receive three (3) days of leave with pay upon the death of a brother, sister, grandparents, brother-in-law, sister-in-law, mother-in-law or father-in-law for the purpose of attending the funeral. Employees will be allowed two (2) days of leave with pay upon the death of aunt, uncle, niece, or nephew. Additional days may be taken, with the permission of the Clerk from accumulated sick leave days available to the employee.

ARTICLE 12
Discharge and Suspension

Section 1. The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one (1) verbal warning notice in writing and one (1) written notice of the complaint against the employee in writing and a copy of same to the Union before discharge of the employee. The second (2nd) written warning constitutes discharge.

Section 2. The warning notices as herein provided shall not remain in effect for more than twelve (12) months from date of said warning notice.

Section 3. Any employee may request an investigation as to his discharge or suspension.

Section 4. Appeal from discharge, suspension or warning notice shall be made in accordance with the grievance procedures as hereinafter provided.

Section 5. None of the foregoing contained in Section 1 shall be construed as a limitation on the Employer's right to discharge for just cause.

Section 6. No warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty, insubordination, acts of threats of physical violence, sexual or other forms of illegal harassment, drunkenness, drinking alcoholic beverages during the work day, possession of intoxicating liquor, use or possession of any controlled substance not prescribed by a physician, possession of guns or illegal weapons during the work day, theft, or attempted theft of property, absent for three (3) consecutive work days without reasonable notice to supervisor or misconduct upon the part of the employee during working hours, or any other reason which based on just cause warrants discharge without notice or warning of any kind. Provided, however, that in case of allegation of drunkenness or consumption of alcoholic beverages the County shall first offer to the employee the right to submit to a breathalyzer examination (or urine test at the County's election) provided for the employee at County expense.

ARTICLE 13
Grievance Procedure

It is the desire of the Clerk and the Board of County Commissioners of Warrick County to afford each of its employees a method of possible redress and adjustment of employee grievances where possible. In pursuit of this policy, the following procedures shall prevail:

Section 1. An employee having a grievance with relation to working conditions shall present the same in writing to the Clerk. All grievances, to be valid, must be presented within ten (10) days from the time that the employee contends he was aggrieved. In presenting a grievance to the office holder, the employee shall be accompanied by the Union steward and/or Business Representative of the Union.

Section 2. If the grievance is not resolved in Section 1 and the Union wishes to take the dispute to arbitration, they shall notify the Clerk and the Board of County Commissioners, in writing, of their intention to do so within fifteen (15) working days after the grievance meeting with the Clerk.
Section 3. The Union and the Employer agree to obtain an arbitrator from the Federal Mediation and Conciliation Service and to follow its procedures in selecting an arbitrator. The Union and the Employer shall share equally the costs of arbitration. The parties hereto agree that the decision of the arbitrator shall be final and binding.

ARTICLE 14
Pay Day

Until 1/1/17 all employees shall be paid every two (2) weeks on Friday and, if Friday is a holiday then the employee shall be paid on the last work day prior to the Friday. Effective 1/1/17 all employees shall be paid bimonthly on the 1st and 15th of the month.

ARTICLE 15
Layoff and Recall

Layoff and rehiring of employees of the respective Offices covered by this Agreement shall be governed by the following policies:

After the expiration of ninety (90) working days of employment with the respective office, an employee shall become a regular employee, and all employees shall accumulate seniority beginning with their date of hire. Within the respective office, probationary employees shall be first laid off. Additional layoffs shall be in reverse sequence to seniority. Employees who are laid off after having less than ninety (90) working days of continuous employment with the respective office shall have no right to be recalled or rehired. As to employees who have acquired seniority, recall and rehiring shall be in direct sequence to seniority, ability and physical fitness. Recall and rehiring after layoff shall be upon notice be registered mail to the employee's last address shown on the respective office employment records, and failure of the employee to report for work on the day designated or within seventy-two (72) hours after the department's registered letter has been mailed to his last known address as shown on the respective office employment records shall constitute grounds for dismissal.

ARTICLE 16
Validity

Section 1. This Agreement shall be subject to all federal and state laws and in the event any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

Section 2. It is further agreed that in the event any such provisions are finally held to be invalid, the parties hereto agree to meet within thirty (30) days thereof to negotiate the modifications or substitutions of such clause or clauses so held to be invalid.

ARTICLE 17
Management Rights

It is recognized that the Clerk of Warrick County have and will continue to retain the rights and responsibilities to direct the affairs of the office covered by this Agreement in all of the various aspects. Among the rights retained by the Clerk are the right to direct the working forces; to plan, direct and control all the operations and services of the office, to determine the methods, means or organization and personnel by which such operations and services are to be conducted; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable work rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 18
No Strike - No Lockout

The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockout during the life of this Agreement. This provision will not be applicable if either party refuses to abide by the decision of the arbitrator within ten (10) days of the receipt of any decision provided for in Section 3 of Article XIII of this Agreement.

ARTICLE 19
Retirement

The parties hereto agree that all eligible employees of the Employer shall be granted all rights and privileges provided by the Age Discrimination in Employment Act of 1967, as last amended or may hereafter be amended.

ARTICLE 20
Duration of Agreement

THIS AGREEMENT shall be in full force and effect from January 1, 2018, to and including December 31, 2019 and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify the Agreement is served by either party upon the other at least sixty (60) days prior to the annual date of expiration, and shall remaining full force and effect until superseded by a new Agreement.

CLERK OF WARRICK COUNTY

By Patricia Seitz

Date 9-24-18

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215, Evansville, Indiana, affiliated with the International Brotherhood of Teamsters

By Charles [illegible]
President and Business Manager

Date 10/4/18

BOARD OF COUNTY COMMISSIONERS

By Dan Saylor
County Commissioner

By [illegible]
County Commissioner

By Marli Wershert
County Commissioner

Date 9-24-18

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ADDENDUM
(As referenced in Article 8)
Wages

SALARY ORDINANCE FOR 2018
(Employee Hired **Before** 1/1/04)

Classification Pay Grade	Base Rate Per Hour	After 10 years Per Hour	After 15 years Per Hour	After 20 years Per Hour	After 25 years Per Hour
COMOT III Deputy	$14.61	$16.48	$16.92	$17.17	$17.43
COMOT IV Administrative Clerk	$13.79	$15.50	$15.91	$16.16	$16.42
COMOT V Clerical Assistant	$12.80	$14.33	$14.69	$14.94	$15.20

SALARY ORDINANCE FOR 2018
(Employee Hired **After** 1/1/04)

Classification Pay Grade	Base Rate Per Hour	5 years Per Hour	8 years Per Hour	11 years Per Hour	14 years Per Hour	17 years Per Hour	20 years Per Hour
COMOT III Deputy	$14.61	$14.73	$14.85	$14.97	$15.09	$15.21	$15.33
COMOT IV Administrative Clerk	$13.79	$13.91	$14.03	$14.15	$14.27	$14.39	$14.52
COMOT V Clerical Assistant	$12.80	$12.92	$13.04	$13.16	$13.28	$13.40	$13.52

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