WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
October 8, 2018
4:00 P.M.

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

AREA PLAN COMMISSION
ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE
ORDINANCE 2018-27 FIRST READING

Commissioner Saylor: Thank you. First item on our agenda is our APC. Sherri?

Sherri Rector: The first item is Ordinance Amending the Comprehensive Zoning Ordinance, an Ordinance to amend Article VI, Flood Hazard Protection of the Comprehensive Zoning Ordinance in effect for Warrick County, Indiana. And I will need an Ordinance number for this. The purpose of this Ordinance is to adopt new FEMA rules and regulations. It received a unanimous recommendation of approval from the APC Board on September 10, 2018.

Commissioner Saylor: Can we have a number?

Kristine Georges: My apologies, 2018-27.

Sherri Rector: '27, okay. Basically, every so many years DNR enforces FEMA's regulations. We go through DNR. They come down and do an audit in our office of all the floodplain permits and the Ordinances and they tell us what needs to be updated. They basically write it; you update it. You honestly don't have any choice. It is just, you do it so that we can continue to have flood insurance for individuals in the County. The main change of this, they wanted us to develop, it's called a Floodplain Development Permit which now, instead of just structures, anytime anybody's doing a new subdivision or development in any of it's in the floodplain, and they're running utilities or roads or anything like that they have to go through and get a permit to do that. So a lot of this language and a lot of these places have changed due to that. And then another change is, used to if you were in the floodplain, you got a certified plot plan and you had to go ten (10) feet out, two (2) feet above the base flood elevation and now we've changed it to five (5) because the setbacks for commercial structures is five (5) feet from the property lines and they couldn't meet the Ordinance before being ten (10) feet and that's basically most of the changes and they wanted it to get approved. And then once you approve it then I send it to Tennyson, Elberfeld, and Lynnville and they will have to act on it also.

Todd Glass: And Mr. President, I didn't speak with Sherri about it, but in light of the unanimous recommendation from APC Board and the mandatory nature of it, the Commissioner could if they wanted to move to suspend the rules and approve on night of introduction First, Second and Third Reading.

Sherri Rector: I don't think that you need to, but you can.

Todd Glass: You can.

Sherri Rector: On zoning things I don't think you do. You just do it on the first night. But you can.

Todd Glass: Well, then they can pick and choose.

Sherri Rector: Yeah, and I will say that Morrie and I, the Planning Commission Attorney Morrie Doll and I sat down and went over all these changes together before, you know, we (inaudible).

Todd Glass: But there includes some zoning reclassifications?

Sherri Rector: No. No.

Todd Glass: Okay.

Sherri Rector: Strictly floodplain maps and areas.

Todd Glass: Just floodplains, yeah. Well, since there's no rush, perhaps just approve on First Reading. I think you can do both, but...

Commissioner Saylor: Okay. So, do we have a motion to approve?

Commissioner Johnson: Make a motion to approve Ordinance 2018-27 on First Reading.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor?

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Sherri Rector: Okay.

(Ordinance 2018-27 was passed on First Reading per IC 36-7-4-606 and 36-7-4-607 and is located on Pages 14 through 21 of these Official Minutes)

REQUEST TO EXTEND SURETY
MALLARD LAKE SUBDIVISION SECTION III

Sherri Rector: The next item is Request for Extension of Surety, Mallard Lake Subdivision, Section III, by Lake Group, LLC, Jerry Aigner, Member. It's sidewalk construction. They're requesting a one (1) year extension with the same dollar amount of thirteen thousand seven hundred and sixty-three dollars and forty cents ($13,763.40). They have had nine (9) years. The letter of credit expires November 6, 2018. And Bobby has reviewed the dollar amounts.

Bobby Howard: Dollar amounts are sufficient.

Commissioner Saylor: Do we have a motion?

Commissioner Weisheit: I'll make the 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).

(Mallard Lake, Extension of Surety, is located on Pages 21 through 22 of these Minutes)

REQUEST FOR RELEASE OF SURETY
WARRICK TRAIL APARTMENTS

Sherri Rector: The next is Request for Release of Surety, Warrick Trail Apartments, LLC, David, by David Chandler. This is a Commercial Driveway, C-16-009, Driveway 8. We were holding eight thousand sixty-eight dollars and forty cents ($8,068.40) in escrow which expires November 16th and Driveway 9 is six thousand eight hundred twelve dollars and sixty cents ($6,812.60) held in escrow. And that expires August 1st. Bobby has reviewed.

Bobby Howard: Recommend approval.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I 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).

(Warrick Trail Apartment, Release of Surety, is located on Pages 22 through 23 of these Official Minutes)

REZONING PETITION
PC-R-18-10 BBCR PROPERTIES

Sherri Rector: Okay and my last item is PC-R-18-10, Rezoning Petition, BBCF Properties, LLC by William Felts, Member. Do you want me to, we have a request to continue this. Do you want me to read all that to have it on record or just…?

Commissioner Johnson: Make a motion to continue for two (2) weeks.

Sherri Rector: Let me, this letter is from Krista Lockyear, email…

Commissioner Saylor: Yes, I, yes.

Sherri Rector: Okay. "Pursuant to our conversation, please accept this email as our request to continue, PC-R-18-10, Petition of BBCF Properties, LLC to rezone property at the intersection of State Road 60…State, at Sharon Road and State Road 66. We have been in discussion with Mr. Anthony Long, attorney for the neighbors who are the primary remonstrators on this matter. We have agreed to postpone the discussion and presentation of this matter until the next Commissioners' hearing date on October 22, 2018. I am hopeful that we are close to a resolution on this matter. I have copied Attorney Long on this email. If you have any questions, please don't hesitate to call, Krista".

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

Commissioner Johnson: Make that motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

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

Commissioner Saylor: Alright. Thank you.

APPROVAL OF MINUTES
SEPTEMBER 24, 2018

Commissioner Saylor: Okay, next item on the agenda is Approval of our September 24, 2018, Regular Session Commissioners' Meeting. Do I have a motion?

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
RIVER CITY WIRELESS – DISCUSS COUNTY-WIDE WI-FI
RODNEY NICHOLSON

Commissioner Saylor: Next item on the agenda is Rodney Nicholson, River City Wireless, Discussing Wi-Fi. We just took that under advisement and he's not here. I think the Council, they're looking at County Wi-Fi, so I think that just needs to…

Commissioner Johnson: Probably ought to take it off. Take it off.

Commissioner Saylor: Take it off?

Todd Glass: Take it off the agenda.

Commissioner Saylor: Take it off the agenda, scratch that.

Todd Glass: By motion.

Roger Emmons: Yeah.

Commissioner Johnson: Make a motion to remove.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
COURTHOUSE RENOVATION PROJECT
APPLICATION CERTIFICATE FOR PAYMENT 4

Commissioner Saylor: Okay, next item is our County Administrator. Roger?

Roger Emmons: Thank you, Mr. President. First item I have is regarding the Courthouse Renovation Project. It's the Application Certificate for Payment 4 to Energy Systems Group. It's in the amount of nine hundred forty-nine thousand dollars sixty-two cents ($949,000.62). Ready for your approval by motion and Dan's signature as the Board President.

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 very much.

(ESG Payment 4 is located on Pages 23 through 24 of these Official Minutes)

REQUEST FOR FMLA LEAVE

Roger Emmons: Last item I have is a Request for the Family Medical Leave Act. And all required paperwork and the correct signatures have been submitted. I recommend your approval, and it's for a Highway 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: That's all I have, Mr. President.

Commissioner Saylor: Thank you, Roger.

Roger Emmons: Thank you.

COUNTY ATTORNEY
MAINSTREAM CONTRACT SUPPLEMENT

Commissioner Saylor: Next is our County Attorney.

Todd Glass: Yes, Mr. President, the only thing I have on my agenda is something that just came up since Thursday and that was in the County Council's approval on First Reading of the County-Wide Broadband Project. An issue came up regarding open access requirements under the main agreement. In particularly, the use of dark fiber by other providers in the next five (5) years. The Council's attorney spoke with the Redevelopment and Economic Development attorney, Herb Davis, about Mainstream lighting all the fiber so that it then does not have any dark fiber to lease to its competitors. And that was a concern that was raised. What Mainstream has done is they've typed up a side agreement to reassure the County that that would not in fact happen. So even though it doesn't really make any sense to let dark fiber sit when you're not using it, what they've done is they've put together with Economic Development Department's assistance, a short one-page agreement explaining that Mainstream will only be lighting up dark fiber to the extent necessary under the agreement to serve the needs of its customers. In other words, it won't light it up so that they can then claim that they don't have any dark fiber to lease to its competitors. So it's an effort by Mainstream to reassure the County that they will not in fact be doing that. This will supplement the main agreement. It's to be entered into by Mainstream, who's already signed it, the County Board of Commissioners, and the County Department of Economic Development. It's in proper form and I'd recommend that this Board approve entering into that side agreement.

Commissioner Saylor: Okay.

Todd Glass: And if you have any questions, just let me know.

Commissioner Saylor: We need to do that by, by motion?

Todd Glass: By motion.

Commissioner Saylor: Okay. Do I have a motion?

Commissioner Johnson: 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).

Todd Glass: That's all I have, Mr. President.

Commissioner Saylor: Thank you, Todd.

(Mainstream Contract Supplement is located on Page 25 of these Official Minutes)

COUNTY AUDITOR
CERTIFIED CLAIMS

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

Auditor Stevens: Okay, thank you.

Commissioner Saylor: Debbie?

Auditor Stevens: Debbie Stevens, Warrick County Auditor. I have Claims, Certified Claims in the amount of one million eight hundred seventy-five thousand four hundred sixty-one dollars and fifty-four cents ($1,875,461.54).

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 Saylor: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries three, zero (3-0) to pay the Claims.

Auditor Stevens: Okay.

(Certified Claims are located on Pages 25 through 29 of these Official Minutes)

NON-CERTIFIED CLAIMS
BOTTLED WATER FOR STORM WATER

Auditor Stevens: Two (2), two (2) Non-Certifieds. One (1) was for Storm Water, bottled water, seven dollars fifty cents ($7.50). Another is, well, if you want to go ahead and take that one (1) first, and then the other one (1), I think we'll have to discuss that with you a little bit.

Commissioner Weisheit: I make the motion to approve the Claim for seven-fifty ($7.50) from Storm Water.

Commissioner Johnson: I second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Okay, thank you.

(Non-Certified Claims are located on Page 29 of these Official Minutes)

HOTEL PER DIEM CLAIM

Auditor Stevens: Per County Ordinance, Travel Ordinance, we have a one hundred sixty dollar ($160.00) limit per night per employee. And we do have a Claim for Courtyard Indy. This is, this is from a grant. It's from Fund 9211. One (1) night is two hundred nineteen dollars ($219.00) and the second night is two hundred seventy-nine dollars ($279.00). So, so both nights exceed the Ordinance for Travel.

Commissioner Saylor: So, so what happens here? Are people expected to pay that out of their pocket if they're representing the County? Or what's...?

Todd Glass: Well, I don't have the Ordinance in front of me. But I recollect that has the limit stated in it, up to, what was it? One sixty ($160.00) a night?

Auditor Stevens: One sixty a night ($160.00), yeah.

Todd Glass: Thank you.

Auditor Stevens: You're welcome.

Todd Glass: I do remember that's what it says. At the, be reimbursed at the rate not to exceed one sixty ($160.00) per night per employee. I think to stick with the nature and intent of the existing Ordinance, that's what you would have to approve. I think the idea and the intent there, Mr. President, was to try to encourage employees to get the best rate possible for lodging. We can certainly look at modifying the way that it's worded to provide more flexibility.

Commissioner Johnson: I think that that issue came up with me a few weeks ago where I had to stay at a place that was nine dollars ($9.00) more. It was a hundred and sixty-nine ($169.00) a night. And you know, I had to get special permissions to pay that.

Todd Glass: Sometimes you can't get a rate that low and perhaps, a suggestion, Mr. President, simply would be if it exceeds that amount that the employee just be able to show that, well we tried two (2) or three (3) places in that vicinity and those were the going rates for two hundred twenty-eight dollars ($228.00), and I can't get anything less unless I get a room that's thirty-five (35) minutes' drive away or something like that.

Commissioner Saylor: So that wording needs to be reflected in our Ordinance?

Todd Glass: Yeah.

Commissioner Saylor: So in the meantime, what do we do with this one (1)?

Todd Glass: As far as any difference, if, I don't know what other Fund the difference could come from. It's at the Commissioner's discretion.

Auditor Stevens: The travel is scheduled for October 15th and 16th.

Todd Glass: Oh.

Auditor Stevens: So perhaps we have a little time that they can provide explanation or...

Todd Glass: I thought this had already been done.

Commissioner Saylor: I thought this was, I thought this was a Claim.

Auditor Stevens: So that does make a difference. Perhaps we could reach out to the Department Head and maybe get some more explanation provided for the Commissioners to take a look at it. The total amount of the claim is; this would be with all the taxes that are required to be pay is five hundred eighty-two dollars ($582.00) for two (2) nights.

Todd Glass: Well that, I appreciate the Department or employee doing this ahead of time. At least you have the opportunity to look at it. Perhaps, Mr. President, you can ask by consensus that that department look to see if that is the best rate possible. And instruct the department to see if they can work within that rate.

Commissioner Saylor: I'm good with that. Is everybody good with that?

Commissioner Johnson: That's, that's (inaudible)...

Commissioner Saylor: Yeah, so, can you send that back to them, see if they can find something different? Thank you.

Auditor Stevens: I will.

Commissioner Saylor: Okay.

Todd Glass: And if you want me to, Mr. President, we can look at some updates to the Ordinance that I can send around to you.

Commissioner Saylor: I think we should. I think we need to. We need to clarify that and get some suggestions. Debbie, you deal with these, you know, maybe your input would be appreciated. Sheriff, your department seems to have a couple. Comments from your department would be appreciated. Maybe we can get this to where we don't have these Uncertifieds. Is that, anything else?

Auditor Stevens: That's fine.

PER DIEM FOR SHERIFF'S DEPARTMENT

Commissioner Saylor: Did...?

Auditor Stevens: Oh, no, no, that's not it. I have two (2) additional Claims, sort of along the lines of that, still does have to do with travel. And according to the Ordinance, a per diem is given with overnight travel in twenty-four (24) hour increments. So I have a Claim for two (2) Deputies who traveled, they had a, they turned in meal reimbursement. One (1) for five dollars and ninety-three cents ($5.93) and one (1) four dollars and ninety-one cents ($4.91), but they also received per diem for two (2) overnights. And that was a hundred dollars ($100.00) total for each employee.

Commissioner Saylor: But they were gone a total of three (3) days with travel? Is that right?

Auditor Stevens: Well, there were two (2) overnights, so their meeting started at 9:00 (AM), I think.

Commissioner Saylor: How...

Auditor Stevens: Yeah.

Sheriff Kruse: Brett Kruse, Warrick County Sheriff. That was two (2) sergeants who went to training. They left early one (1) morning, sometime after midnight. They spent the next two (2) nights away and returned home at like 4:30 (PM) the third day. They turned in for their lunch the third day.

Commissioner Saylor: So, so how far was the travel from, from here?

Sheriff Kruse: I believe it was Indianapolis.

Auditor Stevens: Yes, it was Indianapolis.

Todd Glass: I remember that was one (1) of the reasons why we imputed the twenty-four (24) hour concept was because even though you have a two (2) day meeting you might have to leave at midnight to get there and get home late so that, if I understood that right, they would have three (3) per diems for that time frame, not just two (2).

Commissioner Johnson: Depends on when you start the clock.

Auditor Stevens: I can tell you that enforcing, enforcing the policy, we've, we've used the per diem as the differential, or the overnights as the differentiation which you use. If you travel two (2) overnights, and you get a per diem for each day, then you don't then turn in another Claim for a meal reimbursement that did not require an overnight. That's, the policy's written that way. I can tell you we've had this situation come up before.

Commissioner Johnson: It's come up continually.

Commissioner Saylor: Yeah, it's going to continue. You know my thing is...

Auditor Stevens: But we've, we've used the either or.

Todd Glass: But, yeah, I remember, but...

Auditor Stevens: That's the interpretation of it.

Todd Glass: But if they spent more than forty-eight (48) hours traveling and getting there and back, that's three (3) per diems. They might have only stayed two (2) nights, but they spent three (3) days to get there and back. So they should have three (3) per diems that they're entitled to.

Sheriff Kruse: You know what, it would be different I think if they left early one (1) morning, stayed the second night and then got up the next morning to go home. I think that'd be a different situation. But their training actually ran through the next day and they came home. It was like 4:30 (PM) in the afternoon when they got home.

Todd Glass: Yeah.

Commissioner Weisheit: So, they had three (3) days of training and a two (2) night say, really.

Sheriff Kruse: Right.

Commissioner Saylor: Right.

Sheriff Kruse: So, instead of going up the night before, they got up early that morning, drove up, they had three (3) days training, and drove home.

Todd Glass: That's why the per diem is not tied to the overnight stays. It's tied to a per diem to where if they actually have more than forty-eight (48) hours that they're gone, they get a third per diem.

Commissioner Saylor: So in your interpretation, then this should be paid under our current Ordinance?

Todd Glass: Another per diem should be paid. They shouldn't be turning in a five dollar ($5.00) meal bill, they should be getting another fifty dollar ($50.00) per diem.

Auditor Stevens: Well, but it states overnight, in twenty-four (24) hour increments and overnight.

Todd Glass: Well...

Auditor Stevens: The other says, no overnight, then you would go to the fifteen dollars ($15.00).

Todd Glass: That's correct. That's correct.

Auditor Stevens: So, I mean what you're saying is, even without another overnight, you'd pay another fifty dollars ($50.00)?

Todd Glass: It's an overnight trip. It's, you've got to look at it as one (1) event. They had to go to Indianapolis and they had two (2) overnights. But they couldn't get up there and back in forty-eight (48) hours. They got up there and back in fifty-six (56) hours or whatever it was. So this says they're entitled for reimbursement for meal and food expenses in twenty-four (24) hour increments when it involves an overnight stay.

Auditor Stevens: Right, there wasn't a third overnight though.

Todd Glass: That doesn't matter. That's why we have the twenty-four (24) hour increment written in there, because you have these situations.

Auditor Stevens: That is not the way, you know, we've not paid it that way since the implementation of the new Ordinance for travel.

Todd Glass: That's the way I read it.

Commissioner Johnson: Maybe we need to tweak it a little bit to make it a little bit more black and white.

Auditor Stevens: Right.

Commissioner Saylor: To me, I think this turning in one (1) meal, it's saving us money and...

Auditor Stevens: Verses a per diem.

Commissioner Saylor: So, you know, I, what time did you say they left in the morning, Sheriff?

Sheriff Kruse: I'm going to say...

Commissioner Saylor: 1:00 (AM) or 2:00 (AM) in the morning?

Sheriff Kruse: I'm not sure what time they left, cause I don't know what, exactly what time the class started. I mean a lot of times, Indianapolis they're an hour ahead of us.

Commissioner Saylor: Right. You're talking...

Sheriff Kruse: I mean if we've got something that starts at 7:00 (AM) our time, I'm on the road before 4:00 (AM) just to allow for trucks.

Commissioner Saylor: Sure.

Sheriff Kruse: I don't know what time they left to be honest with you.

Commissioner Saylor: The fact of the matter is, they could have, and I think even Indy, they probably could have stayed an overnight, went up there the night before and you know...

Sheriff Kruse: Yeah.

Commissioner Saylor: You know; I don't think it'd be a stretch.

Sheriff Kruse: My guys normally leave the morning of, you know, and drive it up and then stay whatever they have to and the last day of training we drive back.

Todd Glass: It, and, and the way I interpret it, you can certainly approve the Uncertified Claim for just the meal reimbursement that's being requested, because I read it, they are entitled another per diem. And if you do that, we can work to clarify it.

Commissioner Saylor: I, I agree with that. So do I have a motion to pay the Uncertified Claim?

Commissioner Johnson: I think we owe them another per diem.

Auditor Stevens: I can tell you that's not how we've administered the policy up to this point. So then what do we do? We go back to the employees who argue the same case for another meal?

Commissioner Johnson: We need to tweak the Ordinance a little bit and make it right to where we get a better understanding.

Commissioner Saylor: So, so do I have a motion to pay this Uncertified Claim?

Commissioner Weisheit: I would make that motion.

Commissioner Saylor: Do I have a second?

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Commissioner Weisheit: Thank you.

Commissioner Saylor: Now, thank you, Sheriff.

Sheriff Kruse: Um hum.

Auditor Stevens: Thank you.

Commissioner Saylor: So, we need to get together, and Debbie, and get this figured out. So, it doesn't, it makes your job easier, our job.

Commissioner Johnson: We all got to be on the same page.

Auditor Stevens: I appreciate that. Yeah.

Commissioner Saylor: We've, we've obviously got some, so we'll, Counsel, we'll try to get together and get that.

Todd Glass: Yep, I'll reach out to Auditor Stevens.

Commissioner Saylor: Great, thank you.

Auditor Stevens: Thank you.

Commissioner Saylor: Thank you, Debbie.

Auditor Stevens: That's it. That's all I have.

BIS DIGITAL REMOTE SUPPORT AGREEMENT AND RENEWAL FOR AUDITOR'S OFFICE

Todd Glass: Oh, you've got some contracts.

Auditor Stevens: Oh, wait a minute, I do have one (1) more thing. I have a contract agreement. It's BIS Digital Remote Support agreement and renewal. We do have to renew our licensing and that is for the audio recordings. And those are uploaded to the internet so that if anyone wants to go on and listen to the digital recordings. We've been using it for about a year. And I, I may have put it in my email that we could, we could try a year without the technical support. That would reduce the amount of the contract. However, if we have to have service, then we revert to an hourly rate for service. So you can approve it either way. I'm fine with that.

Commissioner Saylor: How, how much is this agreement?

Todd Glass: Eight hundred and fifty dollars ($850.00) for the whole year.

Auditor Stevens: For the whole year.

Todd Glass: And the contract is in order and could be signed by the President of the Board.

Commissioner Johnson: I make a motion to approve.

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

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Thank you.

(BIS Digital Contract is located on Pages 30 through 31 of these Official Minutes)

DATAPITSTOP CONTRACT FOR AUDITOR'S OFFICE

Todd Glass: And also...

Auditor Stevens: Now, I am finished.

Todd Glass: No, you're not.

Auditor Stevens: Oh, unless you want to talk about, okay. You want to talk about DataPitStop?

Todd Glass: Right, you also, the Auditor's Office also has a quote for website service, annual, with DataPitStop, inventory asset management, tax data, Commissioner and Council Minutes, Treasurer lender files, property tax calculators, and other statistical reports. It's a quote and if accepted by the County, it would become an enforceable contract.

Commissioner Johnson: What's this for?

Roger Emmons: (Inaudible) County?

Auditor Stevens: We can put it on any website we choose to put it on.

Roger Emmons: Okay.

Auditor Stevens: There's a wealth of data that can be analyzed with, through the DataPitStop software. We can slice and dice tax information. That would be very beneficial to the Commissioners and the Council. The Council, in particular, if they look at reallocating their distribution of Local Income Tax, that information will help them in a huge way to decide how much and in which categories do they want to disburse or allocate their Local Income Tax based on where are we already giving exemptions and reductions in taxes. It also will house all of our tax, because we're converting to a new system, the new system, the company will convert three (3) years of data into the new software, but this will house all of the old soft, the old data where we're not having to go back to the old system to, to look at analysis or reports or such. It will all be pulled into the DataPitStop. So, it's, it's a, I think it will be a piece of in...a way to look at our information that we've never had before through this software. And oh, in addition to that is a fixed asset module. And each department would be able to track and add and delete and manage their own fixed assets which is part of what we report. Well, we, that's valuable information when we're trying to determine the financial condition of the

County. What do we have in assets, but it's also a part of the annual financial report that we give to the State Board of Accounts each year.

Commissioner Saylor: So, Debbie, would this software program, our technology, our IT Department, would they be able to utilize this and keep track of laptops and desktops and all that?

Auditor Stevens: Yes. Absolutely.

Commissioner Saylor: That's what this is for? So, he wouldn't have to create something.

Auditor Stevens: Right.

Todd Glass: I believe; didn't you say the Auditor's budget also has the funds available for it?

Auditor Stevens: We do. We would be able to pay for this out of, well, we have a couple of different options. We could use our Homestead; we have a small amount there. So, it wouldn't sustain itself year over year, but then we also have the Plat Book Fund which that expense can be paid out of. And then we do have our computer budget if we ever had to look to that for a source of funds to pay the contract.

Commissioner Saylor: Did you already...?

Auditor Stevens: And it's...pardon me?

Commissioner Saylor: I'm sorry.

Auditor Stevens: Go ahead.

Commissioner Saylor: Did you already speak to the Council? I mean they like this? I mean have you spoke with them about this software program?

Auditor Stevens: I haven't shown the software to them yet. I have put the request in for the appropriation for the four thousand dollars ($4,000.00) and I did explain a little about this. I would really like for the gentlemen from DataPitStop, Darrin, and I cannot think of his last name at this moment, you might have it in front of you, Todd, to come in and work with the Council and show them how to use this information. Especially in regards to tax apportionment and if they do choose to do something with their Local Income Tax and allocating to public safety or other, other categories that are options for them in addition to Economic Development.

Commissioner Johnson: Debbie, why does this say no contract and does not automatically renew? Next year it might be double this, you know.

Auditor Stevens: Well, we can cancel at any time.

Commissioner Johnson: Then you're kind of in a bind.

Auditor Stevens: Right. He said we are welcome if we want to put a contract in place with our own language and our own terms, as long as it doesn't, you know, it isn't something that's asking him to do anything in addition to what he's already offering us for four thousand dollars ($4,000.00).

Commissioner Saylor: A right to renew with no annual increase? That's be good.

Commissioner Johnson: Like a three (3) year contract at the same cost.

Auditor Stevens: We could do that. And if he's agreeable to do it, that would be fine.

Commissioner Saylor: We have the option to renew for three (3) years or...?

Auditor Stevens: Um hum, at the same price? Is that what you're saying? Yeah.

Todd Glass: It's easy enough to do.

Commissioner Saylor: Yeah.

Auditor Stevens: He does, currently with his DataPitStop software, he currently does all of the daily distributions from the BMV to, down to the County level. He is, they, the State BMV is one (1) of his customers.

Todd Glass: If you wish, Mr. President, you could authorize me to draft a contract with the Auditor's assistance suggesting right to renew and three (3) years at that price for those services.

Commissioner Saylor: You guys...?

Commissioner Johnson: I'd like to see something like that.

Commissioner Saylor: You good, good on it? So do we need to make a motion along that lines, Counselor?

Todd Glass: Is there a time crunch of any sort...?

Auditor Stevens: Well, not terribly.

Todd Glass: For them to approve tonight?

Auditor Stevens: We will pull our information from the tax system, from the current tax system that we use into the new tax system probably December, January, somewhere in there, depending on how quickly we get Settlement done.

Todd Glass: No, by consensus you can just direct me to draft that with the Auditor's help and we'll try to have it ready for approval at the next meeting.

Commissioner Saylor: I think you've got a consensus.

Auditor Stevens: Alright.

Todd Glass: Thank you.

Roger Emmons: How much is this?

Auditor Stevens: It's four thousand ($4,000.00) a year.

Roger Emmons: Four thousand ($4,000.00)?

Auditor Stevens: Um hum.

Todd Glass: Will do.

Auditor Stevens: Thank you.

Commissioner Saylor: Is that it, Debbie?

Auditor Stevens: Um hum.

Commissioner Saylor: Thank you.

COUNTY ENGINEER/HIGHWAY
BIDS FOR BRIDGE 34

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

Bobby Howard: Yes, I've got two (2) items tonight and the first of which in the interest to keep the meeting rolling, I do have some bids that came in for construction on Bridge 34, and I'd like to have a consensus to have Todd open these and while he's doing that we move on to my next item until they are open.

Commissioner Weisheit: Fine with me.

Commissioner Saylor: I like your style.

Bobby Howard: It was Todd's idea.

Commissioner Saylor: Counselor, I like your style.

Bobby Howard: There you go, give credit where credit's due.

LEASE PURCHASE AGREEMENT FOR JOHN DEERE MOTOR GRADER

Bobby Howard: The next item I have is the lease purchase agreement for a motor grader, 2018 John Deere 672 G Motor Grader to replace the one (1) we have at the Highway Department. This has been bid through the National Joint Powers Alliance Contract, so it's a pre-bidded item on equipment. And this is a lease agreement similar to the first one (1) we did two (2) years ago with another grader that we had purchased. And the amount, the selling price with a less trade of twenty thousand dollars ($20,000.00) for our current grader is two hundred fifty-eight thousand two hundred four dollars and fourteen cents ($258,204.14) of which there will be five (5) annual payments starting October 10, 2019 of fifty-four thousand ninety-nine dollars and sixty-nine cents ($54,099.69). And I have asked Counsel to review this agreement which he has already done so and would recommend approval of this agreement. He said it did meet the legal standards. So, I ask that it would be approved with the President of the Commissioners as the signatory.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I'll make the motion to approve?

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Bobby Howard: Thank you.

Commissioner Saylor: Bobby, what District is that for?

Commissioner Johnson: (District) 3.

Bobby Howard: This replaces the 1 and 2, the grader that works in Districts 1 and 2.

Commissioner Saylor: We share a grader where District 3 has their own, correct? Okay, I just thought I'd get that in the record. Alright.

Roger Emmons: That's cause he doesn't have any paved roads, he's got all the rock ones.

Commissioner Saylor: Shhhh. Roger, you're working against me.

(John Deere Lease Agreement is located on Pages 31 through 34 of these Official Minutes)

BIDS FOR BRIDGE 34 CONTINUED

Todd Glass: Mr. President, I'm not familiar with the bid. It had two (2) options in it?

Bobby Howard: Yes.

Todd Glass: Option one (1) and two (2)?

Bobby Howard: There are two (2) options. Not sure which order they are.

Todd Glass: I don't either, Part 1…

Bobby Howard: Okay, Option 1, is the contractor and the County work together. The contractor gets the bridge to a certain point where the County Highway will do the bridge deck and approaches. And then Option 2 is the contractor constructs the entire bridge.

Todd Glass: Alright.

Commissioner Johnson: Complete?

Bobby Howard: With the complete package it's (inaudible) done.

Commissioner Johnson: How many bids do you have?

Todd Glass: Three (3).

Bobby Howard: There are three (3) bids.

Todd Glass: The first bid is by Blankenberger Brothers of Cynthiana. Their bid proposal for Option 1 was one hundred eleven thousand seven hundred fifty dollars ($111,750.00). Their bid for Option 2, two hundred fourteen thousand five hundred dollars ($214,500.00). The second bid from Weddle Brothers, W-e-d-d-l-e Brothers Highway Group, LLC in Evansville. Their bid for Option 1 is one hundred sixteen thousand six-twenty ($116,620.00), and their bid for Option 2, three hundred six thousand six hundred dollars ($306,600.00). Then lastly, Mr. President, third bid from Ragle, INC, Newburgh, Indiana, and their bid for Option 1 was ninety-eight thousand seven hundred fifty dollars ($98,750.00). And for Option 2, one hundred ninety-four thousand five hundred dollars ($194,500.00).

Bobby Howard: Thank you.

Todd Glass: Each one (1) is Option 1, Option 1. Is that just a typo on the one (1)?

Bobby Howard: Yeah, probably.

Commissioner Saylor: Bobby, you want us to take these under advisement?

Bobby Howard: Actually, I'd like if you would award to the low bidder subject to the bid being reviewed and meeting our standard of our bid that way we can proceed if they do meet everything we need because of the time crunch to get this built before winter.

Todd Glass: You can approve the low bid subject to confirmation that it is a compliant bid, most reasonable bid, and you just have to decide which option I guess you're going with. Right?

Bobby Howard: Right. In this case, either. The low bidder was the low in both Option 1 and Option 2.

Commissioner Weisheit: So, we wouldn't have to pick Option 1 or 2, you can work that out?

Bobby Howard: Yeah, you just select Ragle, subject…

Commissioner Weisheit: I'll make a motion that we approve the low bidder which is Ragle.

Commissioner Johnson: And I'll second.

Todd Glass: And that'd be subject to Bobby's review of the bid to verify that it's a responsive and responsible bidder.

Commissioner Weisheit: That's right.

Commissioner Saylor: Okay.

Commissioner Johnson: And I'll second that.

Commissioner Saylor: Got a first and got a second. All in favor say, aye.

Commissioner Weisheit: Aye.

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

Commissioner Saylor: Is that it? Thank you, Bobby.

(Ragle bid for Bridge 34 is located on Pages 34 through 39 of these Official Minutes)

COUNTY PURCHASING

Commissioner Saylor: County Purchasing. Joe's not here.

Commissioner Johnson: Nope.

Commissioner Saylor: Okay.

COUNTY SHERIFF

Commissioner Saylor: County Sheriff. Sheriff?

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: Commissioner Weisheit?

Commissioner Weisheit: I have nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: Nothing, Sir.

Commissioner Saylor: I have nothing. Do I have a motion?

Commissioner Weisheit: Motion to adjourn.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:39 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

Dan Saylor

DAN SAYLOR, PRESIDENT

Robert H. Johnson

ROBERT JOHNSON, JR., VICE PRESIDENT

Marlin Weisheit

MARLIN WEISHEIT, MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

WARRICK COUNTY COMMISSIONERS ORDINANCE NO. 2018 - 27

AN ORDINANCE REPLACING EXISTING VERBAGE OF ARTICLE VI FLOOD HAZARD PROTECTION OF THE COMPREHENSIVE ZONING ORDINANCE IN EFFECT FOR WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA, that Article VI be amended to read as follows to wit:

ORDINANCE FOR FLOOD HAZARD AREAS
FOR THE UNINCORPORATED AREAS OF WARRICK COUNTY AND THE TOWNS OF ELBERFELD, LYNNVILLE AND TENNYSON

ARTICLE VI FLOOD HAZARD PROTECTION

SECTION 1. Statutory Authorization, Findings of Fact, Purpose, and Objectives.

A. Statutory Authorization.

The Indiana Legislature has in IC 36-7-4 granted the power to local government units to control land use within their jurisdictions. Therefore, the Board of Commissioners of Warrick County, the Town Council of Elberfeld, Indiana, the Town Council of Lynnville, Indiana, and the Town Council of Tennyson, Indiana hereby adopt the following floodplain management regulations.

B. Findings of Fact.

(1) The flood hazard areas of the unincorporated areas of Warrick County and the Towns of Elberfeld, Lynnville, and Tennyson are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

(2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, inadequately flood-proofed, or otherwise unprotected from flood damages.

C. Statement of Purpose.

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights or velocities.

(2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

(4) Control filling, grading, dredging, and other development which may increase erosion or flood damage.

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

(6) Make federal flood insurance available for structures and their contents in the unincorporated areas of Warrick County and the Towns of Elberfeld, Lynnville, and Tennyson by fulfilling the requirements of the National Flood Insurance Program.

D. Objectives.

The objectives of this ordinance are:

(1) To protect human life and health.

(2) To minimize expenditure of public money for costly flood control projects.

(3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.

(4) To minimize prolonged business interruptions.

(5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets, and bridges located in floodplains.

(6) To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas.

SECTION 2. Definitions.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

A zone means portions of the SFHA in which the principal source of flooding is runoff from rainfall, snowmelt, or a combination of both. In A zones, floodwaters may move slowly or rapidly, but waves are usually not a significant threat to buildings. These areas are labeled as Zone A, Zone AE, Zones A1-A30, Zone AO, Zone AH, Zone AR and Zone A99 on a FIRM. The definitions are presented below:

Zone A: Areas subject to inundation by the one-percent annual chance flood event. Because detailed hydraulic analyses have not been performed, no base flood elevation or depths are shown.

Zone AE and A1-A30: Areas subject to inundation by the one-percent annual chance flood event determined by detailed methods. Base flood elevations are shown within these zones. (Zone AE is on new and revised maps in place of Zones A1-A30.)

Zone AO: Areas subject to inundation by one-percent annual chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet. Average flood depths derived from detailed hydraulic analyses are shown within this zone.

Zone AH: Areas subject to inundation by one-percent annual chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Average flood depths derived from detailed hydraulic analyses are shown within this zone.

Zone AR: Areas that result from the decertification of a previously accredited flood protection system that is determined to be in the process of being restored to provide base flood protection.

Zone A99: Areas subject to inundation by the one-percent annual chance flood event, but which will ultimately be protected upon completion of an under-construction Federal flood protection system. These are areas of special flood hazard where enough progress has been made on the construction of a protection system, such as dikes, dams, and levees, to consider it complete for insurance rating

purposes. Zone A99 may only be used when the flood protection system has reached specified statutory progress toward completion. No base flood elevations or depths are shown.

Accessory structure (appurtenant structure) means a structure with a floor area 400 square feet or less that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing structure) means any walled and roofed expansion to the perimeter of a structure in which the addition is connected by a common load-bearing wall other than a firewall. Any walled and roofed addition, which is connected by a firewall or is separated by independent perimeter load-bearing walls, is new construction.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this ordinance.

Area of shallow flooding means a designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base Flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) means the elevation of the one-percent annual chance flood.

Basement means that portion of a structure having its floor sub-grade (below ground level) on all sides.

Boundary River means the part of the Ohio River that forms the boundary between Kentucky and Indiana.

Boundary River Floodway means the floodway of a boundary river.

Building - see "Structure."

Community means a political entity that has the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Community Rating System (CRS) means a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Critical facility means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire, and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste.

D Zone means unstudied areas where flood hazards are undetermined, but flooding is possible. Flood insurance is available in participating communities but is not required by regulation in this zone.

Development means any man-made change to improved or unimproved real estate including but not limited to:

(1) construction, reconstruction, or placement of a structure or any addition to a structure;

(2) installing a manufactured home on a site, preparing a site for a manufactured home or installing a recreational vehicle on a site for more than 180 days;

(3) installing utilities, erection of walls and fences, construction of roads, or similar projects;

(4) construction of flood control structures such as levees, dikes, dams, channel improvements, etc.;

(5) mining, dredging, filling, grading, excavation, or drilling operations;

(6) construction and/or reconstruction of bridges or culverts;

(7) storage of materials; or

(8) any other activity that might change the direction, height, or velocity of flood or surface waters.

"Development" does not include activities such as the maintenance of existing structures and facilities such as painting, re-roofing; resurfacing roads; or gardening, plowing, and similar agricultural practices that do not involve filling, grading, excavation, or the construction of permanent structures.

Elevated structure means a non-basement structure built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, filled stem wall foundations (also called chain walls), pilings, or columns (posts and piers).

Elevation Certificate is a certified statement that verifies a structure's elevation information.

Emergency Program means the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance at subsidized rates on all insurable structures in that community before the effective date of the initial FIRM.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the community's first floodplain ordinance.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA means the Federal Emergency Management Agency.

Flood means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.

Flood Boundary and Floodway Map (FBFM) means an official map on which the Federal Emergency Management Agency (FEMA) or Federal Insurance Administration (FIA) has delineated the areas of flood hazards and regulatory floodway.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the official hydraulic and hydrologic report provided by FEMA. The report contains flood profiles, as well as the FIRM, FBFM (where applicable), and the water surface elevation of the base flood.

Flood Prone Area means any land area acknowledged by a community as being susceptible to inundation by water from any source. (See "Flood")

Flood Protection Grade (FPG) is the elevation of the regulatory flood plus two feet at any given location in the SFHA. (see "Freeboard")

Floodplain means the channel proper and the areas adjoining any wetland, lake, or watercourse which have been or hereafter may be covered by the regulatory flood. The floodplain includes both the floodway and the fringe districts.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage. Floodplain management regulations are also referred to as floodplain regulations, floodplain ordinance, flood damage prevention ordinances, and floodplain management requirements.

Floodproofing (dry floodproofing) is a method of protecting a structure that ensures that the structure, together with attendant utilities and sanitary facilities, is watertight to the floodproofed design elevation with walls that are substantially impermeable to the passage of water. All structural components of these walls are capable of resisting hydrostatic and hydrodynamic flood forces, including the effects of buoyancy, and anticipated debris impact forces.

Floodproofing certificate is a form used to certify compliance for non-residential structures as an alternative to elevating structures to or above the FPG. This certification must be by a Registered Professional Engineer or Architect.

Floodway is the channel of a river or stream and those portions of the floodplains adjoining the channel which are reasonably required to efficiently carry and discharge the peak flood flow of the regulatory flood of any river or stream.

Freeboard means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. It is used to compensate for the many unknown factors that could contribute to flood heights greater than those calculated for the base flood.

Fringe is those portions of the floodplain lying outside the floodway.

Hardship (as related to variances of this ordinance) means the exceptional hardship that would result from a failure to grant the requested variance. The Board of Zoning Appeals requires that the variances is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls of a structure.

Historic structures means any structures individually listed on the National Register of Historic Places or the Indiana State Register of Historic Sites and Structures.

Increased Cost of Compliance (ICC) means the cost to repair a substantially damaged structure that exceeds the minimal repair cost and that is required to bring a substantially damaged structure into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are elevation, relocation, demolition, or any combination thereof. All renewal and new business flood insurance policies with effective dates on or after June 1, 1997, will include ICC coverage.

Letter of Final Determination (LFD) means a letter issued by FEMA during the mapping update process which establishes final elevations and provides the new flood map and flood study to the community. The LFD initiates the six-month adoption period. The community must adopt or amend its floodplain management regulations during this six-month period unless the community has previously incorporated an automatic adoption clause.

Letter of Map Change (LOMC) is a general term used to refer to the several types of revisions and amendments to FEMA maps that can be accomplished by letter. They include Letter of Map Amendment (LOMA), Letter of Map Revision (LOMR), and Letter of Map Revision based on Fill (LOMR-F). The definitions are presented below:

Letter of Map Amendment (LOMA) means an amendment by letter to the currently effective FEMA map that establishes that a property is not located in a SFHA through the submittal of property specific elevation data. A LOMA is only issued by FEMA.

Letter of Map Revision (LOMR) means an official revision to the currently effective FEMA map. It is issued by FEMA and changes flood zones, delineations, and elevations.

Letter of Map Revision Based on Fill (LOMR-F) means an official revision by letter to an effective NFIP map. A LOMR-F provides FEMA's determination concerning whether a structure or parcel has been elevated on fill above the BFE and excluded from the SFHA.

Lowest adjacent grade means the lowest elevation, after completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.

Lowest floor means the lowest elevation described among the following:

(1) The top of the lowest level of the structure.

(2) The top of the basement floor.

(3) The top of the garage floor, if the garage is the lowest level of the structure.

(4) The top of the first floor of a structure elevated on pilings or pillars.

(5) The top of the floor level of any enclosure, other than a basement, below an elevated structure where the walls of the enclosure provide any resistance to the flow of flood waters unless:

a) the walls are designed to automatically equalize the hydrostatic flood forces on the walls by allowing for the entry and exit of flood waters by providing a minimum of two openings (in addition to doorways and windows) in a minimum of two exterior walls; if a structure has more than one enclosed area, each shall have openings on exterior walls;

b) the total net area of all openings shall be at least one (1) square inch for every one square foot of enclosed area; the bottom of all such openings shall be no higher than one (1) foot above the exterior grade or the interior grade immediately beneath each opening, whichever is higher; and,

c) such enclosed space shall be usable solely for the parking of vehicles and building access.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the building value, excluding the land (as agreed to between a willing buyer and seller), as established by what the local real estate market will bear. Market value can be established by independent

certified appraisal, replacement cost depreciated by age of building (actual cash value), or adjusted assessed values.

Mitigation means sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. The purpose of mitigation is twofold: to protect people and structures, and to minimize the cost of disaster response and recovery.

National Flood Insurance Program (NFIP) is the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) of 1929 as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

New construction means any structure for which the "start of construction" commenced after the effective date of the community's first floodplain ordinance.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the community's first floodplain ordinance.

Non-boundary river floodway means the floodway of any river or stream other than a boundary river.

North American Vertical Datum of 1988 (NAVD 88) as adopted in 1993 is a vertical control datum used as a reference for establishing varying elevations within the floodplain.

Obstruction includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, canalization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation, or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water; or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One-percent annual chance flood is the flood that has a one percent (1%) chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A is subject to the one-percent annual chance flood. See "Regulatory Flood".

Physical Map Revision (PMR) is an official republication of a community's FEMA map to effect changes to base (1-percent annual chance) flood elevations, floodplain boundary delineations, regulatory floodways, and planimetric features. These changes typically occur as a result of structural works or improvements, annexations resulting in additional flood hazard areas, or correction to base flood elevations or SFHAs.

Public safety and nuisance means anything which is injurious to the safety or health of an entire community, neighborhood or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle which is (1) built on a single chassis; (2) 400 square feet or less when measured at the largest horizontal projections; (3) designed to be self-propelled or permanently towable by a light duty truck; and (4) designed primarily not for use as a permanent dwelling, but as quarters for recreational camping, travel, or seasonal use.

Regular program means the phase of the community's participation in the NFIP where more comprehensive floodplain management requirements are imposed and higher amounts of insurance are available based upon risk zones and elevations determined in a FIS.

Regulatory flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year, as calculated by a method and procedure that is acceptable to and approved by the Indiana Department of Natural Resources and the Federal Emergency Management Agency. The regulatory flood elevation at any location is as defined in Section 3(B) of this ordinance. The "Regulatory Flood" is also known by the term "Base Flood", "One-Percent Annual Chance Flood", and "100-Year Flood".

Repetitive loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equaled or exceeded 25% of the market value of the structure before the damage occurred.

Section 1316 is that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that the Administrator finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Special Flood Hazard Area (SFHA) means those lands within the jurisdiction of Warrick County and the Towns of Elberfeld, Lynnville, and Tennyson subject to inundation by the regulatory flood. The SFHAs of Warrick County, Indiana and Incorporated Areas Flood Insurance Rate Map dated August 2, 2012 as well as any future updates, amendments, or revisions, prepared by the Federal Emergency Management Agency with the most recent date. (These areas are shown on a FIRM as Zone A, AE, A1-A30, AH, AR, A99, or AO).

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a structure that is principally above ground and is enclosed by walls and a roof. The term includes a gas or liquid storage tank, a manufactured home, or a prefabricated building. The term also includes recreational vehicles to be installed on a site for more than 180 days.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "repetitive loss" or "substantial damage" regardless of the actual repair work performed. The term does not include improvements of structures to correct existing violations of state or local health, sanitary, or safety code requirements.

Suspension means the removal of a participating community from the NFIP because the community has not enacted and/or enforced the proper floodplain management regulations required for participation in the NFIP.

Variance is a grant of relief from the requirements of this ordinance, which permits construction in a manner otherwise prohibited by this ordinance where specific enforcement would result in unnecessary hardship.

Violation means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation, other certification, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

X zone means the area where the flood hazard is less than that in the SFHA. Shaded X zones shown on recent FIRMs (B zones on older FIRMs) designate areas subject to inundation by the flood with a 0.2 percent chance of being equaled or exceeded (the 500-year flood). Unshaded X zones (C zones on older FIRMs) designate areas where the annual exceedance probability of flooding is less than 0.2 percent.

Zone means a geographical area shown on a FIRM that reflects the severity or type of flooding in the area.

Zone A (see definition for A zone)

Zone B, C, and X means areas identified in the community as areas of moderate or minimal hazard from the principal source of flood in the area. However, buildings in these zones could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. Flood insurance is available in participating communities but is not required by regulation in these zones. (Zone X is used on new and revised maps in place of Zones B and C.)

SECTION 3. General Provisions.

A. Lands to Which This Ordinance Applies.

This ordinance shall apply to all SFHAs and known flood prone areas within the jurisdiction of Warrick County and the Towns of Elberfeld, Lynnville, and Tennyson.

B. Basis for Establishing Regulatory Flood Data.

This ordinance's protection standard is the regulatory flood. The best available regulatory flood data is listed below.

(1) The regulatory flood elevation, floodway, and fringe limits for the studied SFHAs within the jurisdiction of Warrick County and the Towns of Elberfeld, Lynnville, and Tennyson shall be as delineated on the one-percent annual chance profiles in the Flood Insurance Study of Warrick County, Indiana and Incorporated Areas and the corresponding Flood Insurance Rate Map dated August 2, 2012 as well as any future updates, amendments, or revisions, prepared by the Federal Emergency Management Agency with the most recent date.

(2) The regulatory flood elevation, floodway, and fringe limits for each of the SFHAs within the jurisdiction of Warrick County and the Towns of Elberfeld, Lynnville, and Tennyson, delineated as an "A Zone" on the Warrick County, Indiana and Incorporated Areas Flood Insurance Rate Map dated August 2, 2012 as well as any future updates, amendments, or revisions, prepared by the Federal Emergency Management Agency with the most recent date, shall be according to the best data available as provided by the Indiana Department of Natural Resources; provided the upstream drainage area from the subject site is greater than one square mile. Whenever a party disagrees with the best available data, the party needs to replace existing data with better data that meets current engineering standards. To be considered, this data must be submitted to the Indiana Department of Natural Resources for review and subsequently approved.

(3) In the absence of a published FEMA map, or absence of identification on a FEMA map, the regulatory flood elevation, floodway, and fringe limits of any watercourse in the community's known flood prone

areas shall be according to the best data available as provided by the Indiana Department of Natural Resources; provided the upstream drainage area from the subject site is greater than one square mile.

(4) Upon issuance of a Letter of Final Determination (LFD), any more restrictive data in the new (not yet effective) mapping/study shall be utilized for permitting and construction (development) purposes, replacing all previously effective less restrictive flood hazard data provided by FEMA.

C. Establishment of Floodplain Development Permit.

A Floodplain Development Permit and/or Improvement Location Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities in areas of special flood hazard.

D. Compliance.

No structure shall hereafter be located, extended, converted or structurally altered within the SFHA without full compliance with the terms of this ordinance and other applicable regulations. No land or stream within the SFHA shall hereafter be altered without full compliance with the terms of this ordinance and other applicable regulations.

E. Abrogation and Greater Restrictions.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

F. Discrepancy between Mapped Floodplain and Actual Ground Elevations.

(1) In cases where there is a discrepancy between the mapped floodplain (SFHA) on the FIRM and the actual ground elevations, the elevation provided on the profiles shall govern.

(2) If the elevation of the site in question is below the base flood elevation, that site shall be included in the SFHA and regulated accordingly.

(3) If the elevation (natural grade) of the site in question is above the base flood elevation and not located within the floodway, that site shall be considered outside the SFHA and the floodplain regulations will not be applied. The property owner shall be advised to apply for a LOMA.

G. Interpretation.

In the interpretation and application of this ordinance all provisions shall be:

(1) Considered as minimum requirements.

(2) Liberally construed in favor of the governing body.

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

H. Warning and Disclaimer of Liability.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods can and will occur on rare occasions. Therefore, this ordinance does not create any liability on the part of Warrick County, the Town of Elberfeld, the Town of Lynnville, and the Town of Tennyson, the Indiana Department of Natural Resources, or the State of Indiana, for any flood damage that results from reliance on this ordinance or any administrative decision made lawfully thereunder.

I. Penalties for Violation.

Failure to obtain a Floodplain Development Permit and/or Improvement Location Permit in the SFHA or failure to comply with the requirements of a Floodplain Development Permit or conditions of a variance shall be deemed to be a violation of this ordinance. All violations shall be considered a common nuisance and be treated as such in accordance with the provisions of the Zoning Code. All violations shall be punishable by a fine not exceeding $2,500.

(1) A separate offense shall be deemed to occur for each day the violation continues to exist.

(2) The Floodplain Administrator shall inform the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.

(3) Nothing herein shall prevent Warrick County and the Towns of Elberfeld, Lynnville, and Tennyson from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

SECTION 4. Administration.

A. Designation of Administrator.

The Executive Director of the Warrick County Area Plan Commission shall administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator.

B. Permit Procedures.

Application for a Floodplain Development Permit and/or Improvement Location Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically the following information is required:

(1) Application Stage.

a) A description of the proposed development.

b) Location of the proposed development sufficient to accurately locate property and structure(s) in relation to existing roads and streams.

c) A legal description of the property site.

d) A site development plan showing existing and proposed development locations and existing and proposed land grades.

e) Elevation of the top of the planned lowest floor (including basement) of all proposed buildings. Elevation should be in NAVD 88 or NGVD.

f) Elevation (in NAVD 88 or NGVD) to which any non-residential structure will be floodproofed.

g) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development. A hydrologic and hydraulic engineering study is required and any watercourse changes submitted to DNR for approval and then to FEMA as a Letter of Map Revision. (See Section 4(C)(6) for additional information.)

(2) Construction Stage.

Upon establishment of the lowest floor of an elevated structure or structure constructed on fill, it shall be the duty of the applicant to submit to the Floodplain Administrator a certification of the NAVD 88 or NGVD elevation of the lowest floor, as built. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by the same. The Floodplain Administrator shall review the lowest floor elevation survey data submitted. The applicant shall correct deficiencies detected by such review before any further work is allowed to proceed. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project. Any work undertaken prior to submission of the elevation certification shall be at the applicant's risk.

(3) Finished Construction.

Upon completion of construction, an elevation certification (FEMA Certificate Form 81-31 or any future updates) which depicts the "as-built" lowest floor elevation is required to be submitted to the Floodplain Administrator. If the project includes a floodproofing measure, floodproofing certification (FEMA Floodproofing Cerificate Form 81-65 or any future updates) is required to be submitted by the applicant to the Floodplain Administrator.

C. Duties and Responsibilities of the Floodplain Administrator.

The Floodplain Administrator and/or designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.

Duties and Responsibilities of the Floodplain Administrator shall include, but are not limited to:

(1) Review all floodplain development permits and/or Improvement Location Permits to assure that the permit requirements of this ordinance have been satisfied.

(2) Inspect and inventory damaged structures in the SFHA and complete substantial damage determinations.

(3) Ensure that construction authorization has been granted by the Indiana Department of Natural Resources for all development projects subject to Section 5(E) and (G)(1) of this ordinance, and maintain a record of such authorization (either copy of actual permit/authorization or floodplain analysis/regulatory assessment).

(4) Ensure that all necessary federal or state permits have been received prior to issuance of the local floodplain development permit. Copies of such permits/authorizations are to be maintained on file with the floodplain development permit.

(5) Maintain and track permit records involving additions and improvements to residences located in the floodway.

(6) Notify adjacent communities and the State Floodplain Coordinator prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA.

(7) Maintain for public inspection and furnish upon request local permit documents, damaged structure inventories, substantial damage determinations, regulatory flood data, SFHA maps, Letters of Map Change (LOMC), copies of DNR permits, letters of authorization, and floodplain analysis and regulatory assessments (letters of recommendation), federal permit documents, and "as-built" elevation and floodproofing data for all buildings constructed subject to this ordinance.

(8) Utilize and enforce all Letters of Map Change (LOMC) or Physical Map Revisions (PMR) issued by FEMA for the currently effective SFHA maps of the community.

(9) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.

(10) Review certified plans and specifications for compliance.

(11) Verify and record the actual elevation of the lowest floor (including basement) of all new or substantially improved structures, in accordance with Section 4(B).

(12) Verify and record the actual elevation to which any new or substantially improved structures have been floodproofed in accordance with Section 4(B).

(13) Stop Work Orders

a) Upon notice from the floodplain administrator, work on any building, structure or premises that is being done contrary to the provisions of this ordinance shall immediately cease.

b) Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

(14) Revocation of Permits

a) The floodplain administrator may revoke a permit or approval, issued under the provisions of the ordinance, in cases where there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

b) The floodplain administrator may revoke a permit upon determination by the floodplain administrator that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this ordinance.

SECTION 5. Provisions for Flood Hazard Reduction.

A. General Standards.

In all SFHAs and known flood prone areas the following provisions are required:

(1) New construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.

(2) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.

(3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage below the FPG.

(4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.

(5) Electrical, heating, ventilation, plumbing, air conditioning equipment, utility meters, and other service facilities shall be located at/above the FPG or designed so as to prevent water from entering or accumulating within the components below the FPG. Water and sewer pipes, electrical and telephone lines, submersible pumps, and other waterproofed service facilities may be located below the FPG.

(6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

(7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

(8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

(9) Any alteration, repair, reconstruction or improvements to a structure that is in compliance with the provisions of this ordinance shall meet the requirements of "new construction" as contained in this ordinance.

B. Specific Standards.

In all SFHAs, the following provisions are required:

(1) In addition to the requirements of Section 5(A), all structures to be located in the SFHA shall be protected from flood damage below the FPG. This building protection requirement applies to the following situations:

a) Construction or placement of any structure having a floor area greater than 400 square feet.

b) Addition or improvement made to any existing structure where the cost of the addition or improvement equals or exceeds 50% of the value of the existing structure (excluding the value of the land).

c) Reconstruction or repairs made to a damaged structure where the costs of restoring the structure to it's before damaged condition equals or exceeds 50% of the market value of the structure (excluding the value of the land) before damage occurred.

d) Installing a travel trailer or recreational vehicle on a site for more than 180 days.

e) Installing a manufactured home on a new site or a new manufactured home on an existing site. This ordinance does not apply to returning the existing manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage.

f) Reconstruction or repairs made to a repetitive loss structure.

(2) **Residential Structures.** New construction or substantial improvement of any residential structure (or manufactured home) shall have the lowest floor; including basement, at or above the FPG (two feet above the base flood elevation). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the standards of Section 5(B)(4).

(3) **Non-Residential Structures.** New construction or substantial improvement of any commercial, industrial, or non-residential structure (or manufactured home) shall either have the lowest floor, including basement, elevated to or above the FPG (two feet above the base flood elevation) or be floodproofed to or above the FPG. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the standards of Section 5(B)(4). Structures located in all "A Zones" may be floodproofed in lieu of being elevated if done in accordance with the following:

a) A Registered Professional Engineer or Architect shall certify that the structure has been designed so that below the FPG, the structure and attendant utility facilities are watertight and capable of resisting the effects of the regulatory flood. The structure design shall take into account flood velocities, duration, rate of rise, hydrostatic pressures, and impacts from debris or ice. Such certification shall be provided to the floodplain administrator as set forth in Section 4(C)(12).

b) Floodproofing measures shall be operable without human intervention and without an outside source of electricity.

(4) **Elevated Structures.** New construction or substantial improvements of elevated structures shall have the lowest floor at or above the FPG.

Elevated structures with fully enclosed areas formed by foundation and other exterior walls below the flood protection grade shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Designs must meet the following minimum criteria:

a) Provide a minimum of two openings located in a minimum of two exterior walls (having a total net area of not less than one square inch for every one square foot of enclosed area).

b) The bottom of all openings shall be no more than one foot above the exterior grade or the interior grade immediately beneath each opening, whichever is higher.

c) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.

d) Access to the enclosed area shall be the minimum necessary to allow for parking for vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).

e) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.

f) The interior grade of such enclosed area shall be at an elevation at or higher than the exterior grade.

(5) **Structures Constructed on Fill.** A residential or nonresidential structure may be constructed on a permanent land fill in accordance with the following:

a) The fill shall be placed in layers no greater than 1 foot deep before compacting to 95% of the maximum density obtainable with either the Standard or Modified Proctor Test method. The results of the test showing compliance shall be retained in the permit file.

b) The fill shall extend 5 feet beyond the foundation of the structure before sloping below the BFE.

c) The fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or bulkheading. If vegetative cover is used, the slopes shall be no steeper than 3 horizontal to 1 vertical.

d) The fill shall not adversely affect the flow of surface drainage from or onto neighboring properties.

e) The top of the lowest floor including basements shall be at or above the FPG.

(6) **Standards for Manufactured Homes and Recreational Vehicles.** Manufactured homes and recreational vehicles to be installed or substantially improved on a site for more than 180 days must meet one of the following requirements:

a) These requirements apply to all manufactured homes to be placed on a site outside a manufactured home park or subdivision; in a new manufactured home park or subdivision; in an expansion to an existing manufactured home park or subdivision; or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood:

(i) The manufactured home shall be elevated on a permanent foundation such that the lowest floor shall be at or above the FPG and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(ii) Fully enclosed areas formed by foundation and other exterior walls below the FPG shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls as required for elevated structures in Section 5(B)(4).

(iii) Flexible skirting and rigid skirting not attached to the frame or foundation of a manufactured home are not required to have openings.

b) These requirements apply to all manufactured homes to be placed on a site in an existing manufactured home park or subdivision that has not been substantially damaged by a flood:

(i) The manufactured home shall be elevated so that the lowest floor of the manufactured home chassis is supported by reinforced piers or other foundation elevations that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(ii) Fully enclosed areas formed by foundation and other exterior walls below the FPG shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls as required for elevated structures in Section 5(B)(4).

(iii) Flexible skirting and rigid skirting not attached to the frame or foundation of a manufactured home are not required to have openings.

c) Recreational vehicles placed on a site shall either:

(i) be on site for less than 180 days;

(ii) be fully licensed and ready for highway use (defined as being on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions); or

(iii) meet the requirements for "manufactured homes" as stated earlier in this section.

(7) **Accessory Structures.** Relief to the elevation or dry floodproofing standards may be granted for accessory structures. Such structures must meet the following standards:

a) Shall not be used for human habitation.

b) Shall be constructed of flood resistant materials.

c) Shall be constructed and placed on the lot to offer the minimum resistance to the flow of floodwaters.

d) Shall be firmly anchored to prevent flotation.

e) Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the FPG.

f) Shall be designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls as required for elevated structures in Section 5(B)(4).

(8) **Above Ground Gas or Liquid Storage Tanks.** All above ground gas or liquid storage tanks shall be anchored to prevent flotation or lateral movement.

C. Standards for Subdivision Proposals.

(1) All subdivision proposals shall be consistent with the need to minimize flood damage.

(2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

(3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.

(4) Base flood elevation data shall be provided for subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than the lesser of fifty (50) lots or five (5) acres.

D. Critical Facility.

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the SFHA. Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated to or above the FPG at the site. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the FPG shall be provided to all critical facilities to the extent possible.

E. Standards for Identified Floodways.

Located within SFHAs, established in Section 3(B), are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and has erosion potential. If the site is in an identified floodway, the Floodplain Administrator shall require the applicant to forward the application, along with all pertinent plans and specifications, to the Indiana Department of Natural Resources and apply for a permit for construction in a floodway. Under the provisions of IC 14-28-1 a permit for construction in a floodway from the Indiana Department of Natural Resources is required prior to the issuance of a local building permit for any excavation, deposit, construction, or obstruction activity located in the floodway. This includes land preparation activities such as filling, grading, clearing and paving etc. undertaken before the actual start of construction of the structure. However, it does exclude non-substantial additions/improvements to existing (lawful) residences in a non-boundary river floodway. (IC 14-28-1-26 allows construction of a non-substantial addition/improvement to a residence in a non-boundary river floodway without obtaining a permit for construction in the floodway from the Indiana Department of Natural Resources. Please note that if fill is needed to elevate an addition above the existing grade, prior approval for the fill is required from the Indiana Department of Natural Resources.)

No action shall be taken by the Floodplain Administrator until a permit or letter of authorization (when applicable) has been issued by the Indiana Department of Natural Resources granting approval for construction in the floodway. Once a permit for construction in a floodway or letter of authorization has been issued by the Indiana Department of Natural Resources, the Floodplain Administrator may issue the local Floodplain Development Permit, provided the provisions contained in Section 5 of this ordinance have been met. The Floodplain Development Permit cannot be less restrictive than the permit for construction in a floodway issued by the Indiana Department of Natural Resources. However, a community's more restrictive regulations (if any) shall take precedence.

No development shall be allowed, which acting alone or in combination with existing or future development, that will adversely affect the efficiency of, or unduly restrict the capacity of the floodway. This adverse effect is defined as an increase in the elevation of the regulatory flood of at least fifteen-hundredths (0.15) of a foot as determined by comparing the regulatory flood elevation under the project condition to that under the natural or pre-floodway condition as proven with hydraulic analyses.

For all projects involving channel modifications or fill (including levees) the Floodplain Administrator shall submit the data and request that the Federal Emergency Management Agency revise the regulatory flood data per mapping standard regulations found at 44 CFR § 65.12.

F. Standards for Identified Fringe.

If the site is located in an identified fringe, then the Floodplain Administrator may issue the local Floodplain Development Permit provided the provisions contained in Section 5 of this ordinance have been met. The key provision is that the top of the lowest floor of any new or substantially improved structure shall be at or above the FPG.

G. Standards for SFHAs without Established Base Flood Elevation and/or Floodways/Fringes.

(1) Drainage area upstream of the site is greater than one square mile:

If the site is in an identified floodplain where the limits of the floodway and fringe have not yet been determined, and the drainage area upstream of the site is greater than one square mile, the Floodplain Administrator shall require the applicant to forward the application, along with all pertinent plans and specifications, to the Indiana Department of Natural Resources for review and comment.

No action shall be taken by the Floodplain Administrator until either a permit for construction in a floodway (including letters of authorization) or a floodplain analysis/regulatory assessment citing the one-percent annual chance flood elevation and the recommended Flood Protection Grade has been received from the Indiana Department of Natural Resources.
Once the Floodplain Administrator has received the proper permit for construction in a floodway (including letters of authorization) or floodplain analysis/regulatory assessment approving the proposed development, a Floodplain Development Permit may be issued provided the conditions of the Floodplain Development Permit are not less restrictive than the conditions received from the Indiana Department of Natural Resources and the provisions contained in Section 5 of this ordinance have been met.

(2) Drainage area upstream of the site is less than one square mile:

If the site is in an identified floodplain where the limits of the floodway and fringe have not yet been determined and the drainage area upstream of the site is less than one square mile, the Floodplain Administrator shall require the applicant to provide an engineering analysis showing the limits of the floodplain and one-percent annual chance flood elevation for the site.

Upon receipt, the Floodplain Administrator may issue the local Floodplain Development Permit, provided the provisions contained in Section 5 of this ordinance have been met.

(3) The total cumulative effect of the proposed development, when combined with all other existing and anticipated development, shall not increase the regulatory flood more than 0.14 of one foot and shall not increase flood damages or potential flood damages.

H. Standards for Flood Prone Areas.

All development in known flood prone areas not identified on FEMA maps, or where no FEMA published map is available, shall meet applicable standards as required per Section 5.

SECTION 6. <u>Variance Procedures.</u>

A. Designation of Variance and Appeals Board.

The Board of Zoning Appeals shall hear and decide appeals and requests for variances from requirements of this ordinance.

B. Duties of Variance and Appeals Board.

The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the board may appeal such decision to the Warrick County Circuit Court.

C. Variance Procedures.

In passing upon such applications, the board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:

(1) The danger of life and property due to flooding or erosion damage.

(2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.

(3) The importance of the services provided by the proposed facility to the community.

(4) The necessity of the facility to a waterfront location, where applicable.

(5) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage.

(6) The compatibility of the proposed use with existing and anticipated development.

(7) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.

(8) The safety of access to the property in times of flood for ordinary and emergency vehicles.

(9) The expected height, velocity, duration, rate of rise, and sediment of transport of the floodwaters at the site.

(10) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

D. Conditions for Variances.

(1) Variances shall only be issued when there is:

a) A showing of good and sufficient cause.

b) A determination that failure to grant the variance would result in exceptional hardship.

c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud or victimization of the public, or conflict with existing laws or ordinances.

(2) No variance for a residential use within a floodway subject to Section 5(E) or (G)(1) of this ordinance may be granted.

(3) Any variance granted in a floodway subject to Section 5(E) or (G)(1) of this ordinance will require a permit from the Indiana Department of Natural Resources.

(4) Variances to the Provisions for Flood Hazard Reduction of Section 5(B), may be granted only when a new structure is to be located on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the flood protection grade.

(5) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(6) Variances may be granted for the reconstruction or restoration of any structure individually listed on the National Register of Historic Places or the Indiana State Register of Historic Sites and Structures.

(7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the Flood Protection Grade and the elevation to which the lowest floor is to be built and stating that the cost of the flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation (See Section 6(E)).

(8) The Floodplain Administrator shall maintain the records of appeal actions and report any variances to the Federal Emergency Management Agency or the Indiana Department of Natural Resources upon request (See Section 6(E)).

E. Variance Notification.

Any applicant to whom a variance is granted that allows the lowest floor of a structure to be built below the flood protection grade shall be given written notice over the signature of a community official that:

(1) The issuance of a variance to construct a structure below the flood protection grade will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage; and;

(2) Such construction below the flood protection grade increases risks to life and property.

The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance.

F. Historic Structure.

Variances may be issued for the repair or rehabilitation of "historic structures" upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an "historic structure" and the variance is the minimum to preserve the historic character and design of the structure.

G. Special Conditions.

Upon the consideration of the factors listed in Section 6, and the purposes of this ordinance, the Board of Zoning Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

SECTION 7. Severability.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 8. Effective Date.

This ordinance shall take effect upon its passage by the Board of County Commissioners, Warrick County, Indiana.

Passed by the Board of County Commissioners, Warrick County, Indiana on the 8 day of October, 2018.

Board of Commissioners

Warrick County, Indiana

Marlin Weisheit, President

Dan Saylor, Vice President

Robert Johnson, Member

Attest: Deborah Stevens, Auditor

Town Council
Town of Elberfeld, Indiana

President

Member

Member

Attest: Clerk Treasurer

Approved this 11th day of October, 2018

Town Council
Town of Tennyson, Indiana

President
Member
Member

Attest: Clerk Treasurer
Approved this 17th day of October, 2018

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Town Council
Town of Lynnville, Indiana

President
Member
Member

Attest: Clerk Treasurer
Approved this 16th day of October, 2018

Page | 22

10/8/18

October 3, 2018

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

RE: Mallard Lake Sidewalk Extension Ph.3

Gentlemen,

We are requesting that a one year extension be granted for the sidewalk construction for the above referenced project, with no reduction on the amount of the current Letter of Credit. The amount of the letter of credit is $13,763.46. Please contact me with any questions you may have.

Sincerely,

Jerry Algner
812-305-3884

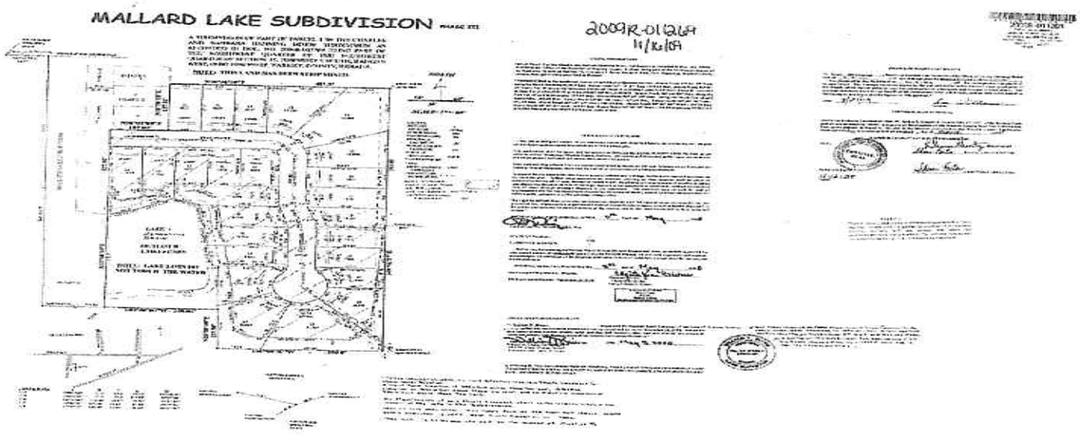
Cc: File

BOARD OF COMMISSIONERS:

President
Member
Member

ATTEST:

Auditor
Date: 10/8/18



Warrick Trail Apartments
BL Bennett
Release of Surety- C-16-009 Driveways #8 ($8,068.40 Escrow) and #9 ($6,812.60 Escrow)

BOARD OF COMMISSONERS:

President

Member

Member

ATTEST:

Auditor
Date: 10/8/18

MORLEY
ARCHITECTS | ENGINEERS | DEVELOPERS

812.464.9505 office 812.464.2514 fax
4800 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

October 1, 2018

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

10/8/18

Re: Warrick Trail Apartments
Release of Surety – Driveway C-16-009 Driveways #8 and #9
Morley Project # 8958.4.004B

Dear Bobby,

On behalf of our client, we are requesting the release of surety for the commercial driveways #8 and #9 for the Warrick Trail Apartments project (C-16-009). We have inspected the three commercial driveways and they are in general compliance with the approved permit.

The financial surety of Commercial Driveways #1-7 and #10 is via a cashier's check at the APC office. A portion of those drives are completed, but due to ongoing construction of the north half not all of those drives are completed. An extension or release will be requested come time the surety expires.

Do not hesitate to contact me with any questions.

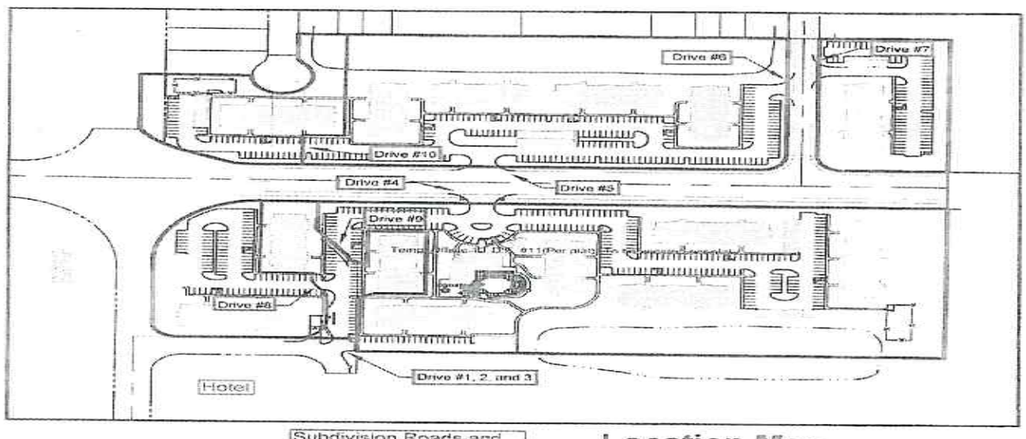
Thank you,

James E. Morley, P.E., PLS

Encl: Driveway Map

cc: Warrick APC
Bruce L. Bennett

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



Subdivision Roads and drainage

Location Map
Scale: 1" = 200'

ESG energy systems group

Letter of Transmittal
October 2, 2018

To:	From:
Warrick County Commissioners Attn: Roger Emmons, Administrator 107 W. Locust Street, Suite 301 Warrick County Courthouse Boonville, IN 47601	Rachel Petersen Energy Systems Group, LLC 9877 Eastgate Court Newburgh, IN 47630

Enclosed are (2) original copies of Payment Application #4 and the lien waiver for the Guaranteed Energy Savings Performance Contract. Please let us know if you need anything additional for processing payment.

Thank you,

Rachel Petersen
Project Accountant
PH: 812.492.3767
Fax: 833.834.0326
Email:rpetersen@esg.email

energysystemsgroup.com
t 812.471.5000 f 812.475.2544 - 9877 Eastgate Court, Newburgh, IN 47630

ESG energy systems group

INVOICE

Invoice No:	020-0011003
Invoice Date:	10/1/2018
Job No:	0201176.16.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
$949,000.62

Description	Total
Warrick County Courthouse - Payment Application #4 Guaranteed Energy Savings Performance Contract - Contract Dated May 14, 2018	$998,948.02

Sub-Total	$998,948.02
5% Retainage	($49,047.40)
Balance Due:	$949,000.62
Net 30 Days	

Remit Information:

For ACH (Automated Clearing House) transmittal:
ABA: 042000041 Fifth Third Southern Indiana (Evansville, IN)
For the Benefit of Energy Systems Group LLC
Account 101400080

For Wire Transfers:
042000314 Fifth Third Bank (Corp Office in Cincinnati)
For the Benefit of Energy Systems Group LLC
Account 101400080

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

Rachel Petersen, Project Accountant 9877 Eastgate Court, Newburgh, IN 47630
Energy Systems Group, LLC 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: 4
APPLICATION DATE: October 1, 2018
PERIOD TO: September 30, 2018
ESG JOB NUMBER 0201175.18.C00

Distribution to: OWNER, ARCHITECT, CONTRACTOR

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

Please Remit To

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

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 674418, 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		$3,519,978.78
5. RETAINAGE: a. 5% of Total Completed & Stored To Date (Column I of G703)	$ 175,998.94	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$3,343,979.84
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$2,394,979.22
8. CURRENT PAYMENT DUE		$949,000.62
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$2,799,896.16	

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: 10/1/2018
State of: Indiana
County of: Warrick
Subscribed and sworn to before me this 1st day of October, 2018
Notary Public: Rachel Diane Petersen
My Commission expires: June 27, 2026

Owner Approval:
Dan Saylor 10-8-18
Dan Saylor
Warrick County Commissioners Office

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

CONTINUATION SHEET — Based on AIA DOCUMENT G703

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

APPLICATION NUMBER: 4
APPLICATION DATE: 10/1/2018
PERIOD TO: 9/30/2018
ESG JOB NUMBER 0201175.18.C00

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 5%
1	Engineering & Mobilization	1,535,594.00	1,535,594.00	-		1,535,594.00	100.00%	-	76,779.70
2	Courthouse Electrical Upgrades	753,818.36	75,381.84	226,145.50		301,527.34	40.00%	452,291.02	15,076.37
3	Courthouse Judicial Center Lighting	225,885.53	33,882.83	33,882.83		67,765.66	30.00%	158,119.87	3,388.28
4	Courthouse and Judicial Center HVAC Upgrades	2,010,465.41	603,139.62	402,093.09		1,005,232.71	50.00%	1,005,232.70	50,261.64
5	Courthouse Restroom and Plumbing Upgrades	295,094.05	73,773.51	103,282.92		177,056.43	60.00%	118,037.62	8,852.82
6	Courthouse Exterior Improvements	669,570.95	133,914.19	200,871.29		334,785.48	50.00%	334,785.47	16,739.27
7	Courthouse Interior Improvements	653,447.70	65,344.77	32,672.39		98,017.16	15.00%	555,430.54	4,900.86
	PROJECT TOTALS	6,143,876.00	2,521,030.76	998,948.02	0.00	3,519,978.78	57.29%	2,623,897.22	175,998.94

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

EXHIBIT B-1
LIEN RELEASE AND WAIVER FOR PROGRESS PAYMENT

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

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

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

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

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

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

5. The undersigned warrants that upon receipt of $949,000.62, 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 1st day of October 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 1st day of October, 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 674418, My Commission Expires June 27, 2026

MAINSTREAM fiber networks

Dated as of 10/18/18

Warrick County Economic Development Department
Attn: Executive Director
4763 Rosebud Lane, Suite C
Newburgh, IN.47630

J. Herbert Davis, Esquire
Stoll Keenon Ogden PLLC
One Main Street, Suite 201
Evansville, IN 47708

Re: BROADBAND ECONOMIC DEVELOPMENT AGREEMENT DATED 10/18/18 BETWEEN WARRICK COUNTY, INDIANA ("COUNTY"), AN INDIANA POLITICAL SUBDIVISION, BY AND THROUGH ITS DEPARTMENT OF ECONOMIC DEVELOPMENT ("ECONOMIC DEVELOPMENT DEPARTMENT"), AND MAINSTREAM FIBER NETWORKS, LLC, A LIMITED LIABILITY COMPANY ORGANZED UNDER THE LAWS OF THE STATE OF INDIANA ("MAINSTREAM"), THE "AGREEMENT."

Dear Ladies and Gentlemen:

Reference is made to the AGREEMENT. Capitalized terms used and not defined herein are defined in the AGREEMENT.

In order to induce final execution, delivery and performance of the AGREEMENT, MAINSTREAM represents, covenants and undertakes the following:

1. MAINSTREAM intends and did intend to light dark fiber as referenced in rhetorical paragraph 2.3 only to the extent necessary to serve the needs of its customers and to provide for its own internal network as it reasonably deems necessary to operate its operational infrastructure.

2. MAINSTREAM shall not light dark fiber except as required, in the reasonable business judgment of MAINSTREAM, to provide for the uses described in rhetorical paragraph "1.," immediately above.

3. MAINSTREAM agrees that from the close of the five (5) year period as set forth in rhetorical paragraph 2.3 of the AGREEMENT and for a period of 24 months thereafter the COUNTY may inspect the Backbone Fiber to assure that it is not lit for a purpose contrary to rhetorical paragraph 1., above, provided that (i) such inspection is performed by FiberutiIities Group LLC of Cedar Rapids, Iowa, or such other entity of equal competence approved by MAINSTREAM

4588 Old State Road 46 East - PO Box 751 - Nashville, IN 47448 - (812) 991-2928

(which approval shall not be unreasonably withheld); (ii) only upon reasonable advance notice; and, (iii) the cost for such inspection(s) shall be borne by the COUNTY.

4. The transmission of data over the lit fiber shall be conclusive evidence of MAINSTREAM'S compliance with the AGREEMENT regarding its obligations to make IRU available.

5. These undertakings during the 2 year period set forth above are enforceable by the COUNTY against MAINSTREAM by actions in law or equity according to the venue and choice of law provisions of the AGREEMENT without regard to other limits of obligations or remedies otherwise set forth in the AGREEMENT.

Thank you very much.

MAINSTREAM FIBER NETWORKS, LLC
By: J.R. Gabriel
Name printed Bryan J.R. Gabriel
Title CEO

Accepted by the COUNTY:

Warrick County, Indiana, Board of Commissioners

Warrick County, Indiana, Department of Economic Development
By:
Name printed: LARRY MAYER
Title: EXEC. DIRECTOR

2

Warrick County Claims for Payment

Date:	Fund	Acct	Obj	Loc	Amount	Check #	Vendor
10/8/2018	1000	21100	000	0002	$ 57.98	007077	Quill Corporation
10/8/2018	1169	23201	000	0000	$ 572.38	007039	Airgas USA, LLC
10/8/2018	1169	23201	000	0000	$ 326.38	007062	Heritage-Crystal Clean LLC
10/8/2018	1169	36300	000	0000	$ 81.22	007074	North Side Auto Springs Inc.
10/8/2018	1164	36300	000	0000	$ 435.00	007079	Rideout Service Center, Inc.
10/8/2018	1169	36300	000	0000	$ 1,137.76	007061	Ruan Truck Center
10/8/2018	1000	36200	000	0380	$ 131.13	007067	Keyper Systems
10/8/2018	1000	32000	000	0380	$ 4,148.98	007050	Deaconess Hospital
10/8/2018	1000	32000	000	0380	$ 789.60	007067	St. Vincent Warrick
10/8/2018	1000	32000	000	0380	$ 532.97	007067	St. Vincent Warrick
10/8/2018	1000	32000	000	0380	$ 70.88	007085	Southern Imaging Consulting
10/8/2018	1000	22710	000	0380	$ 47.45	007070	Lewis Bros Bakeries, Inc.
10/8/2018	1000	44300	000	0005	$ 172.00	007076	On-duty Depot Inc.
10/8/2018	1000	44300	000	0005	$ 870.00	007076	On-duty Depot Inc.
10/8/2018	1000	24500	000	0005	$ 62.00	007082	Siegels
10/8/2018	1000	25000	000	0005	$ 144.00	007086	St. Vincent Evansville Occupat
10/8/2018	1219	22200	000	0000	$ 716.50	007049	Best One Tire & Service
10/8/2018	1219	22105	000	0000	$ 210.00	007080	Royal Crown Bottling Co
10/8/2018	1219	22200	000	0000	$ 817.00	007078	Ruben Tire Company Inc.
10/8/2018	1122	44000	000	0000	$ 229.40	007082	Sentinel Offender Services LLC
10/8/2018	1101	31111	000	0000	$ 172.50	007054	Emp Technical Group
10/8/2018	1197	44000	000	0000	$ 153.25	007052	Town & Country Ford
10/8/2018	1000	36300	000	0167	$ 262.80	007090	The Murphy Elevator Co Inc.
10/8/2018	1159	21375	000	0000	$ 40.00	007041	B Hive Printing
10/8/2018	1159	21100	000	0000	$ 138.50	007041	B-Hive Printing
10/8/2018	1000	32000	000	0380	$ 30.00	007058	Garcia Lab
10/8/2018	1000	32000	000	0380	$ 5.00	007058	Garcia Lab
10/8/2018	1000	32000	000	0380	$ 10.00	007058	Garcia Lab
10/8/2018	1000	32000	000	0380	$ 30.00	007058	Garcia Lab
10/8/2018	1000	32000	000	0380	$ 30.00	007058	Garcia Lab
10/8/2018	1000	32000	000	0380	$ 30.00	007058	Garcia Lab
10/8/2018	1000	32000	000	0380	$ 23.00	007058	Garcia Lab
10/8/2018	1000	22710	000	0380	$ 53.20	007070	Lewis Bros Bakeries, Inc.
10/8/2018	1000	32000	000	0380	$ 65.18	007049	DEACONESS CRITICAL CARE GROUP
10/8/2018	1000	32400	000	0380	$ 308.00	007086	Kinney Distributors Inc.
10/8/2018	1197	44500	000	0000	$ 35,035.00	007075	O'Reilly Excavating
10/8/2018	1000	32000	000	0380	$ 444.69	007050	Deaconess Hospital
10/8/2018	1197	44000	000	0000	$ 305.35	007084	Southeastern Equipment Co. Inc
10/8/2018	1000	32000	000	0380	$ 179.50	007048	Deaconess Clinic, Inc.
10/8/2018	1159	22100	000	0000	$ 71.67	007061	Hendrickson Enterprises Inc.
10/8/2018	1000	21100	000	0105	$ 494.00	007071	Mar Kel Quick Print
10/8/2018	1112	45010	000	0000	$ 192.71	007038	Aigner Hardware
10/8/2018	1219	23210	000	0000	$ 12.08	007038	Aigner Hardware
10/8/2018	1219	23210	000	0000	$ 2.07	007038	Aigner Hardware
10/8/2018	1219	23210	000	0000	$ 10.98	007038	Aigner Hardware
10/8/2018	1219	23210	000	0000	$ 5.90	007038	Aigner Hardware
10/8/2018	1219	22200	000	0000	$ 18.50	007046	Camp's Auto/Tire Service, Inc.
10/8/2018	1219	24600	000	0000	$ 184.15	007059	Gem Chemical Company, Inc.

10/8/2018	1219	23500	000	0000	$	195.00	007091	Tim Oxby Horseshoeing
10/8/2018	1112	45010	000	0000	$	116.75	007043	Boonville Lawn And Garden Inc
10/8/2018	1000	22100	000	0005	$	403.22	007096	Wex Bank (Wright Express)
10/8/2018	1169	36300	000	0000	$	114.07	007040	Auto Wheel And Rim Service Inc
10/8/2018	1169	36300	000	0000	$	349.57	007040	Auto Wheel And Rim Service Inc
10/8/2018	1169	36300	000	0000	$	55.47	007040	Auto Wheel And Rim Service Inc
10/8/2018	1169	36300	000	0000	$	96.06	007095	Warrick Automotive Supply
10/8/2018	1169	36300	000	0000	$	205.32	007095	Warrick Automotive Supply
10/8/2018	1169	36300	000	0000	$	94.75	007095	Warrick Automotive Supply
10/8/2018	1169	36300	000	0000	$	136.10	007095	Warrick Automotive Supply
10/8/2018	1169	36300	000	0000	$	86.04	007095	Warrick Automotive Supply
10/8/2018	1169	36300	000	0000	$	66.38	007095	Warrick Automotive Supply
10/8/2018	1169	36300	000	0000	$	486.11	007095	Warrick Automotive Supply
10/8/2018	1169	36300	000	0000	$	61.42	007095	Warrick Automotive Supply
10/8/2018	1169	36300	000	0000	$	57.84	007095	Warrick Automotive Supply
10/8/2018	1169	36300	000	0000	$	1,006.89	007095	Warrick Automotive Supply
10/8/2018	1219	22105	000	0000	$	100.80	007089	The Home City Ice Company
10/8/2018	1169	36300	000	0000	$	11.58	007038	Aigner Hardware
10/8/2018	1169	36300	000	0000	$	29.94	007038	Aigner Hardware
10/8/2018	1169	36300	000	0000	$	20.95	007038	Aigner Hardware
10/8/2018	1169	36300	000	0000	$	72.99	007038	Aigner Hardware
10/8/2018	1169	36300	000	0000	$	59.99	007038	Aigner Hardware
10/8/2018	1169	36300	000	0000	$	113.19	007038	Aigner Hardware
10/8/2018	1169	36300	000	0000	$	(29.94)	007038	Aigner Hardware
10/8/2018	1169	36300	000	0000	$	109.90	007073	Meyer Truck Equipment
10/8/2018	1169	36300	000	0000	$	374.73	007069	Lawson Products, Inc.
10/8/2018	1169	36300	000	0000	$	214.00	007064	Interstate Batteries Of Wabash
10/8/2018	1169	36300	000	0000	$	(32.00)	007064	Interstate Batteries Of Wabash
10/8/2018	1169	36300	000	0000	$	325.90	007063	Hutson, Inc.
10/8/2018	1169	36300	000	0000	$	760.00	007060	Hamlin Equipment Rental
10/8/2018	1169	36300	000	0000	$	447.74	007053	Ebn Construction & Industrial
10/8/2018	1169	36300	000	0000	$	10.19	007053	Ebn Construction & Industrial
10/8/2018	1169	36300	000	0000	$	22.16	007053	Ebn Construction & Industrial
10/8/2018	1169	36300	000	0000	$	329.16	007055	ERB Equipment Company
10/8/2018	1169	36300	000	0000	$	32.00	007056	Erosion Resource/Supply Inc
10/8/2018	1169	36300	000	0000	$	302.29	007039	Airgas USA, LLC
10/8/2018	1219	24000	000	0000	$	41.19	007059	Gem Chemical Company, Inc.
10/8/2018	1219	24000	000	0000	$	30.05	007059	Gem Chemical Company, Inc.
10/8/2018	1219	36250	000	0000	$	14.07	007038	Aigner Hardware
10/8/2018	1219	24000	000	0000	$	184.15	007059	Gem Chemical Company, Inc.
10/8/2018	1169	23150	000	0000	$	5.09	007038	Aigner Hardware
10/8/2018	1169	22200	000	0000	$	685.25	007042	Best One Tire & Service
10/8/2018	1169	22200	000	0000	$	19.00	007042	Best One Tire & Service
10/8/2018	1169	22330	000	0000	$	419.50	007072	Meuth Construction
10/8/2018	1169	22330	000	0000	$	355.00	007072	Meuth Construction
10/8/2018	1169	22330	000	0000	$	2,827.20	007065	J & J Supply Inc.
10/8/2018	1169	22330	000	0000	$	4,208.00	007065	J & J Supply Inc.
10/8/2018	1169	22330	000	0000	$	51.60	007065	J & J Supply Inc
10/8/2018	1169	22330	000	0000	$	348.00	007094	Vision Green
10/8/2018	1169	24100	000	0000	$	3,045.22	007088	Stella Products Incorporated
10/8/2018	1176	36250	000	0511	$	211.28	007045	Byers Htg & Air
10/8/2018	1169	36300	000	0000	$	71.55	007084	Southeastern Equipment Co, Inc

10/8/2018	1169	36300	000	0000	$	200.08	007084	Southeastern Equipment Co. Inc
10/8/2018	1169	36300	000	0000	$	1,169.12	007084	Southeastern Equipment Co. Inc
10/8/2018	1169	36300	000	0000	$	96.02	007084	Southeastern Equipment Co, Inc
10/8/2018	4907	31111	000	0000	$	144.60	007057	Evident, Inc
10/8/2018	1000	36400	000	0303	$	375.00	007093	Vol Communications
10/8/2018	1000	36400	000	0303	$	249.34	007051	Dell Marketing L.P.
10/8/2018	1000	36200	000	0380	$	7.87	007038	Aigner Hardware
10/8/2018	1000	36200	000	0380	$	2.35	007044	Bumper To Bumper / Bob Chandle
10/8/2018	1169	36300	000	0000	$	325.62	007068	Local Equipment, Inc.
10/8/2018	1197	44000	000	0000	$	13.81	007095	Warrick Automotive Supply
10/8/2018	1169	36300	000	0000	$	381.21	007047	Chandler Starter & Alternator
10/8/2018	1169	36300	000	0000	$	492.10	007047	Chandler Starter & Alternator
10/8/2018	1000	21100	000	0001	$	822.14	007052	Deluxe For Business
10/8/2018	8899	21100	000	0000	$	99.24	007052	Deluxe For Business
10/8/2018	1219	24000	000	0000	$	41.10	007101	Gem Chemical Company, Inc.
10/8/2018	1219	24000	000	0000	$	30.05	007101	Gem Chemical Company, Inc.
10/8/2018	1219	24000	000	0000	$	184.15	007101	Gem Chemical Company, Inc.
10/8/2018	1000	36400	000	0005	$	841.40	007213	CDW Government, Inc.
10/8/2018	1000	22710	000	0380	$	234.33	007214	CRS One Source(Diafds)
10/8/2018	1000	22710	000	0380	$	200.64	007214	CRS One Source(Diafds)
10/8/2018	1000	22710	000	0380	$	66.83	007214	CRS One Source(Diafds)
10/8/2018	1000	22710	000	0380	$	256.21	007214	CRS One Source(Diafds)
10/8/2018	1000	22710	000	0380	$	272.39	007214	CRS One Source(Diafds)
10/8/2018	1000	22710	000	0380	$	132.08	007214	CRS One Source(Diafds)
10/8/2018	1000	22710	000	0380	$	21.25	007214	CRS One Source(Diafds)
10/8/2018	1000	22710	000	0380	$	289.35	007214	CRS One Source(Diafds)
10/8/2018	1000	22710	000	0380	$	167.06	007214	CRS One Source(Diafds)
10/8/2018	1000	22710	000	0380	$	221.60	007214	CRS One Source(Diafds)
10/8/2018	1000	22710	000	0380	$	172.75	007216	Farm Boy Food Service
10/8/2018	1000	22710	000	0380	$	(16.97)	007216	Farm Boy Food Service
10/8/2018	1000	22710	000	0380	$	(25.20)	007216	Farm Boy Food Service
10/8/2018	1000	22710	000	0380	$	(39.90)	007216	Farm Boy Food Service
10/8/2018	1000	22710	000	0380	$	(51.15)	007216	Farm Boy Food Service
10/8/2018	1000	22710	000	0380	$	(15.15)	007216	Farm Boy Food Service
10/8/2018	1000	22710	000	0380	$	609.28	007216	Farm Boy Food Service
10/8/2018	1000	22710	000	0380	$	681.51	007216	Farm Boy Food Service
10/8/2018	1000	22710	000	0380	$	491.93	007216	Farm Boy Food Service
10/8/2018	1000	22710	000	0380	$	571.12	007216	Farm Boy Food Service
10/8/2018	1000	36200	000	0380	$	10.99	007210	Aigner Hardware
10/8/2018	1000	36200	000	0380	$	238.56	007226	Springfield Electric Supply
10/8/2018	1000	22710	000	0380	$	35.75	007220	Lewis Bros Bakeries, Inc.
10/8/2018	1000	21100	000	0079	$	119.99	007222	Office Depot, Incorporated
10/8/2018	1000	22710	000	0380	$	971.55	007228	Wabash Foodservice
10/8/2018	1000	22710	000	0380	$	772.35	007228	Wabash Foodservice
10/8/2018	1000	22710	000	0380	$	1,103.66	007228	Wabash Foodservice
10/8/2018	1000	22710	000	0380	$	833.55	007228	Wabash Foodservice
10/8/2018	1000	21100	000	0009	$	188.17	007211	Allstadt's
10/8/2018	1159	22500	000	0000	$	183.00	007212	B-Hive Printing
10/8/2018	1000	39960	000	0068	$	57.50	007219	I.T.I.
10/8/2018	2504	44200	000	0000	$	712.00	007218	Hewlett-Packard
10/8/2018	8029	31111	000	0000	$	712.00	007218	Hewlett-Packard
10/8/2018	1197	44500	000	0000	$	340.00	007215	Erosion Resource/Supply Inc

10/8/2018	1000	32200	000	0011	$	7.20	007223	Purdue Ces Fund-Warrick County
10/8/2018	1000	39101	000	0011	$	385.00	007223	Purdue Ces Fund-Warrick County
10/8/2018	1000	21100	000	0011	$	40.07	007223	Purdue Ces Fund-Warrick County
10/8/2018	1000	35000	000	0011	$	50.35	007223	Purdue Ces Fund-Warrick County
10/8/2018	1000	21100	000	0011	$	233.52	007222	Office Depot, Incorporated
10/8/2018	1000	36000	000	0068	$	300.00	007225	Schum Monuments Incorporated
10/8/2018	1000	32000	000	0068	$	176.25	007227	Tele/Data Communications Of IN
10/8/2018	1000	30200	000	0068	$	352.50	007227	Tele/Data Communications Of IN
10/8/2018	1000	30200	000	0068	$	123.95	007227	Tele/Data Communications Of IN
10/8/2018	1000	30200	000	0068	$	129.90	007227	Tele/Data Communications Of IN
10/8/2018	8899	21100	000	0000	$	193.99	007224	Quill Corporation
10/8/2018	8899	21100	000	0000	$	17.74	007224	Quill Corporation
10/8/2018	1000	21100	000	0001	$	143.19	007224	Quill Corporation
10/8/2018	1197	44000	000	0000	$	139.76	007217	Grainger
10/8/2018	1219	24000	000	0000	$	140.00	007221	Nix Sanitary Service
10/8/2018	1000	21150	000	0006	$	132.80	007245	Office Depot, Incorporated
10/8/2018	4908	21100	000	0000	$	232.01	007245	Office Depot, Incorporated
10/8/2018	1119	31111	000	0000	$	545.65	007234	CDW Government, Inc.
10/8/2018	1000	21100	000	0001	$	190.80	007248	Quill Corporation
10/8/2018	8899	21100	000	0000	$	23.63	007248	Quill Corporation
10/8/2018	1000	21100	000	0001	$	9.77	007248	Quill Corporation
10/8/2018	8899	21100	000	0000	$	1.22	007248	Quill Corporation
10/8/2018	1000	21100	000	0001	$	980.08	007256	Tab Products Co. LLC
10/8/2018	8899	21100	000	0000	$	121.39	007256	Tab Products Co. LLC
10/8/2018	1159	21375	000	0000	$	33.65	007253	Stericycle, Inc
10/8/2018	1000	36000	000	0068	$	100.00	007260	Ziemer East Chapel
10/8/2018	1000	36000	000	0068	$	100.00	007250	Schum Monuments Incorporated
10/8/2018	1000	30200	000	0068	$	45.00	007247	Piranha Shredding/Recycling In
10/8/2018	1000	30200	000	0068	$	45.00	007247	Piranha Shredding/Recycling In
10/8/2018	1168	21401	000	0000	$	435.50	007239	Glaxosmithkline Pharmaceutical
10/8/2018	1197	44500	000	0000	$	410.00	007230	Aigner Hardware
10/8/2018	1197	44500	000	0000	$	25.99	007230	Aigner Hardware
10/8/2018	1197	44000	000	0000	$	136.00	007259	Wesco Distribution, Inc
10/8/2018	1000	21100	000	0079	$	85.69	007245	Office Depot, Incorporated
10/8/2018	1169	36300	000	0000	$	53.66	007257	Tri-state Bearing Co. Inc
10/8/2018	1169	36300	000	0000	$	21.58	007258	Warrick Automotive Supply
10/8/2018	1169	36300	000	0000	$	14.54	007258	Warrick Automotive Supply
10/8/2018	1169	22100	000	0000	$	788.04	007229	Ackerman Oil Co Inc
10/8/2018	1169	22150	000	0000	$	47.94	007230	Aigner Hardware
10/8/2018	1169	22150	000	0000	$	10.99	007230	Aigner Hardware
10/8/2018	1169	22150	000	0000	$	101.85	007254	Sternberg International Inc
10/8/2018	1119	31111	000	0000	$	868.06	007234	CDW Government, Inc.
10/8/2018	1000	21100	000	0008	$	130.00	007244	Nada Appraisal Guides
10/8/2018	1112	45010	000	0000	$	103.00	007237	Felts Lock Co., Inc.
10/8/2018	1112	45010	000	0000	$	49.09	007230	Aigner Hardware
10/8/2018	1000	21100	000	0106	$	235.00	007232	Boyce Forms / Systems
10/8/2018	1197	44500	000	0000	$	62.37	007242	J & J Supply Inc.
10/8/2018	1197	44500	000	0000	$	(31.18)	007242	J & J Supply Inc.
10/8/2018	1000	44300	000	0005	$	392.21	007255	T.K.O. Graphix
10/8/2018	1000	22400	000	0380	$	242.50	007235	CRS One Source(Diafds)
10/8/2018	1000	22400	000	0380	$	242.50	007235	CRS One Source(Diafds)
10/8/2018	1000	22400	000	0380	$	163.56	007238	Gem Chemical Company, Inc.

10/8/2018	1000	22400	000	0360	$	299.95	007243	Kenway Distributors Inc
10/8/2018	1000	21100	000	0068	$	31.16	007245	Office Depot, Incorporated
10/8/2018	1000	21100	000	0068	$	7.00	007245	Office Depot, Incorporated
10/8/2018	1000	21100	000	0068	$	(17.67)	007245	Office Depot, Incorporated
10/8/2018	1000	36200	000	0162	$	188.00	007249	Schulen Construction & Garage
10/8/2018	1000	39900	000	0068	$	187.50	007251	LTJ
10/8/2018	1000	21100	000	0302	$	233.42	007236	Ewing's LLC
10/8/2018	1000	21100	000	0106	$	575.00	007232	Boyce Farms / Systems
10/8/2018	1169	36300	000	0000	$	566.38	007233	Brown's Radiator Service, Inc.
10/8/2018	1169	36300	000	0000	$	74.34	007234	Airgas USA, LLC
10/8/2018	1169	36300	000	0000	$	10.74	007251	Steve's American Hose & Hydrau
10/8/2018	1169	36300	000	0000	$	604.00	007240	Hamlin Equipment Rental
10/8/2018	1169	36300	000	0000	$	862.82	007246	Perfection Hydraulics, Inc.
10/8/2018	1169	26200	000	0000	$	982.05	007252	Southeastern Equipment Co. Inc
10/5/2018	2001	32300	000	0000	$	277.20	007105	Amy Steinkamp Miskimen
10/5/2018	2001	32300	000	0000	$	147.00	007105	Amy Steinkamp Miskimen
10/5/2018	2001	32300	000	0000	$	150.00	007105	Amy Steinkamp Miskimen
10/5/2018	2051	44200	000	0000	$	65.28	007125	U.S. Bank
10/5/2018	2001	32300	000	0000	$	184.47	007117	Michele Busing
10/5/2018	1000	39400	000	0232	$	977.06	007124	Thomson Reuters West Payment C
10/5/2018	1000	31890	000	0232	$	1,980.00	007111	Lynch, Shaunda
10/5/2018	1000	21100	000	0232	$	50.33	007118	Office Depot, Incorporated
10/5/2018	2001	32300	000	0000	$	67.76	007117	Michele Busing
10/5/2018	9123	31113	000	0000	$	96.00	007116	Melody Nelson
10/5/2018	1000	39400	000	0202	$	251.58	007106	Blue360 Media
10/5/2018	1000	39400	000	0202	$	975.71	007124	Thomson Reuters West Payment C
10/5/2018	1000	21100	000	0232	$	67.08	007118	Office Depot, Incorporated
10/5/2018	1000	31890	000	0232	$	192.50	007114	Mastison Law & Mediation
10/5/2018	1000	39400	000	0232	$	71.25	007108	Blue360 Media
10/5/2018	2501	41201	000	0000	$	50.00	007107	B-Line Printing
10/5/2018	4921	31201	000	0000	$	217.25	007120	Redwood Toxicology Laboratory
10/5/2018	1000	31890	000	0201	$	881.25	007109	Brett M Roy
10/5/2018	1000	23400	000	0202	$	25.40	007104	Advanced Document Solutions
10/5/2018	4921	31201	000	0000	$	82.77	007122	Staples Credit Plan
10/5/2018	4921	31201	000	0000	$	14.78	007122	Staples Credit Plan
10/5/2018	4921	31201	000	0000	$	19.99	007122	Staples Credit Plan
10/5/2018	2002	39900	000	0000	$	170.00	007127	Warrick County Treasurer
10/5/2018	2002	39961	000	0000	$	125.00	007127	Warrick County Treasurer
10/5/2018	9123	31113	000	0000	$	86.00	007116	Melody Nelson
10/5/2018	1000	31891	000	0201	$	989.58	007126	Warren Mathias
10/5/2018	1000	31870	000	0201	$	750.00	007126	Warren Mathias
10/5/2018	1000	31891	000	0201	$	5,937.50	007113	Martin & Martin, Inc.
10/5/2018	1000	31890	000	0201	$	2,000.00	007113	Martin & Martin, Inc.
10/5/2018	1000	31890	000	0201	$	75.00	007113	Martin & Martin, Inc.
10/5/2018	1000	31891	000	0201	$	989.58	007121	Sherry Smith
10/5/2018	1000	31891	000	0232	$	989.58	007121	Sherry Smith
10/5/2018	1000	21100	000	0232	$	181.80	007110	Carolyn S Dilter
10/5/2018	1000	21100	000	0232	$	56.56	007118	Office Depot, Incorporated
10/5/2018	1000	31891	000	0232	$	2,968.75	007109	Brett M Roy
10/5/2018	1000	31891	000	0232	$	2,968.75	007110	Phillips, Brennan
10/5/2018	1000	31891	000	0232	$	989.58	007126	Warren Mathias

10/5/2018	1000	31891	000	0202	$	989.58	007121	Sherry Smith
10/5/2018	1000	31891	000	0202	$	2,968.75	007106	Anthony Long
10/5/2018	1000	31891	000	0202	$	2,968.75	007112	Mark K. Phillips, PE
10/5/2018	1000	31891	000	0202	$	989.58	007126	Warren Mathias
10/5/2018	1000	31890	000	0232	$	457.50	007114	Mastison Law & Mediation
10/5/2018	1000	39400	000	0202	$	103.79	007115	Matthew Bender & Co Inc.
10/5/2018	1000	21311	000	0232	$	475.00	007107	B-Line Printing
10/5/2018	1000	21310	000	0232	$	35.50	007123	The Lang Company
10/5/2018	1000	32311	000	0201	$	477.28	007128	Winett, Zach
10/3/2018	1197	44500	000	0000	$	1,286.25	007209	Wessler Engineering, Inc.
10/3/2018	1197	33000	000	0000	$	92.82	007207	Vectren Energy Delivery
10/3/2018	1197	31200	000	0000	$	500.00	007205	Morrie Doll
10/3/2018	5251	00525	000	0000	$	3.08	007206	Unifirst Corporation
10/3/2018	1219	24500	000	0000	$	40.83	007206	Unifirst Corporation
10/3/2018	1219	24500	000	0000	$	41.47	007206	Unifirst Corporation
10/3/2018	1152	23400	000	0000	$	30.01	007208	Verizon Wireless
10/3/2018	6022	50100	000	0000	$	9,725.13	007198	Clerk-Treasurer--Boonville
10/3/2018	6021	50100	000	0000	$	456.30	007198	Clerk-Treasurer--Boonville
10/3/2018	6022	50100	000	0000	$	5,010.45	007199	Clerk-Treasurer--Chandler
10/3/2018	6021	50100	000	0000	$	233.08	007199	Clerk-Treasurer--Chandler
10/3/2018	6022	50100	000	0000	$	3,135.69	007200	Clerk-Treasurer--Elberfeld
10/3/2018	6021	50100	000	0000	$	53.29	007200	Clerk-Treasurer--Elberfeld
10/3/2018	6022	50100	000	0000	$	1,431.66	007201	Clerk-Treasurer--Lynnville
10/3/2018	6021	50100	000	0000	$	67.17	007201	Clerk-Treasurer--Lynnville
10/3/2018	6022	50100	000	0000	$	5,304.56	007202	Clerk-Treasurer--Newburgh
10/3/2018	6021	50100	000	0000	$	253.12	007202	Clerk-Treasurer--Newburgh
10/3/2018	6022	50100	000	0000	$	482.14	007203	Clerk-Treasurer--Tennyson
10/3/2018	6021	50100	000	0000	$	23.61	007203	Clerk-Treasurer--Tennyson
10/3/2018	6022	50100	000	0000	$	100,985.79	007204	Warrick County Treasurer
10/3/2018	6021	50100	000	0000	$	4,738.20	007204	Warrick County Treasurer
10/3/2018	1156	31111	000	0000	$	40.00	007197	Treasurer Of State-ACH
10/3/2018	1159	21350	000	0000	$	(4.11)	007264	First Bankcard
10/3/2018	1159	21100	000	0000	$	9.25	007264	First Bankcard
10/3/2018	1159	21175	000	0000	$	20.00	007264	First Bankcard
10/3/2018	1159	21375	000	0000	$	37.82	007264	First Bankcard
10/3/2018	1159	32400	000	0000	$	48.74	007264	First Bankcard
10/3/2018	1159	32401	000	0000	$	97.48	007264	First Bankcard
10/3/2018	1159	21100	000	0000	$	17.78	007264	First Bankcard
10/3/2018	1159	36300	000	0000	$	139.99	007264	First Bankcard
10/3/2018	1159	21100	000	0000	$	21.98	007264	First Bankcard
10/3/2018	1159	22500	000	0000	$	22.31	007264	First Bankcard
10/3/2018	1159	22500	000	0000	$	9.82	007264	First Bankcard
10/3/2018	1159	22500	000	0000	$	9.27	007264	First Bankcard
10/3/2018	1159	22500	000	0000	$	11.34	007264	First Bankcard
10/3/2018	1159	22500	000	0000	$	6.16	007264	First Bankcard
10/3/2018	1159	22500	000	0000	$	232.36	007264	First Bankcard
10/3/2018	1159	22500	000	0000	$	325.00	007264	First Bankcard
10/3/2018	1000	11620	000	0079	$	756.25	007269	Morrie Doll
10/3/2018	1000	11620	000	0079	$	756.25	007269	Morrie Doll
10/3/2018	1000	11620	000	0079	$	756.25	007269	Morrie Doll
10/3/2018	1000	11620	000	0079	$	756.25	007269	Morrie Doll
10/3/2018	1000	30700	000	0068	$	70.20	007261	American Legal Publishing Corp

10/3/2018	1159	33000	000	0000	$	331.86	007276	Vectren Energy Delivery
10/3/2018	1159	33000	000	0000	$	26.49	007262	Boonville Natural Gas Corp.
10/3/2018	1159	32300	000	0000	$	89.76	007268	Kathy Manning
10/3/2018	1000	31400	000	0068	$	2,800.00	007267	J-4 Professional Cleaning Syst
10/3/2018	1227	31400	000	0000	$	161.39	007272	PSC
10/3/2018	1000	31200	000	0068	$	250.00	007269	Morrie Doll
10/3/2018	1000	33000	000	0162	$	57.23	007262	Boonville Natural Gas Corp.
10/3/2018	1000	23000	000	0162	$	59.81	007262	Boonville Natural Gas Corp.
10/3/2018	1168	36400	000	0000	$	459.99	007271	PC Quest
10/3/2018	1000	33000	000	0162	$	329.23	007263	Boonville Utilities
10/3/2018	1000	33000	000	0162	$	2,038.54	007263	Boonville Utilities
10/3/2018	1000	33000	000	0162	$	16.52	007263	Boonville Utilities
10/3/2018	1000	31400	000	0068	$	177.39	007265	Google, LLC
10/3/2018	1000	33000	000	0162	$	2,867.82	007276	Vectren Energy Delivery
10/3/2018	1000	33000	000	0162	$	10,415.34	007276	Vectren Energy Delivery
10/3/2018	1000	33000	000	0162	$	13.57	007276	Vectren Energy Delivery
10/3/2018	1000	36400	000	0079	$	49.60	007275	The Lang Company
10/3/2018	1215	32200	000	0000	$	2.00	007270	Oser, Cathy
10/3/2018	1215	21300	000	0000	$	16.72	007270	Oser, Cathy
10/3/2018	1000	58001	000	0000	$	3,000.00	007273	SRI Inc.
10/3/2018	1159	21100	000	0000	$	41.58	007266	Hoosier Business Machines Inc
10/3/2018	5362	00522	000	0000	$	580.00	007274	Teamsters Local # 215
10/22/2018	5001	00500	000	0000	$	44.92	007187	TWEEDY, MARSHA
10/22/2018	5362	00522	000	0000	$	30.00	007182	SCHMITT, LEILA
10/22/2018	5001	00500	000	0000	$	2,588.12	007177	Mutual Of Omaha
10/22/2018	5200	00503	000	0000	$	4,586.07	007177	Mutual Of Omaha
10/22/2018	5001	00500	000	0000	$	20,754.92	007156	Benistar/Hartford-6795
10/22/2018	1224	32300	000	0000	$	856.70	007168	Hilton Fort Wayne
10/22/2018	1000	32315	000	0068	$	939.84	007172	Johnson, Robert
10/22/2018	1000	31300	000	0079	$	22.18	007196	Warrick Publishing Co
10/22/2018	1156	31111	000	0000	$	40.00	007186	Treasurer Of State-ACH
10/22/2018	1000	22710	000	0380	$	2.54	007160	Brett W. Kruse
10/22/2018	1000	22710	000	0380	$	89.53	007160	Brett W. Kruse
10/22/2018	1000	22710	000	0380	$	14.88	007160	Brett W. Kruse
10/22/2018	1000	22710	000	0380	$	37.72	007160	Brett W. Kruse
10/22/2018	1000	22710	000	0380	$	59.38	007160	Brett W. Kruse
10/22/2018	1000	22710	000	0380	$	30.40	007160	Brett W. Kruse
10/22/2018	1000	22710	000	0380	$	48.85	007160	Brett W. Kruse
10/22/2018	1000	22710	000	0380	$	24.71	007160	Brett W. Kruse
10/22/2018	1000	24500	000	0380	$	119.98	007173	Neff, Amanda
10/22/2018	1000	22500	000	0095	$	2,127.34	007195	Wabash Valley Service Co
10/22/2018	1000	24500	000	0095	$	8.30	007191	Unifirst Corporation
10/22/2018	1000	31400	000	0068	$	9.34	007196	Warrick Publishing Co
10/22/2018	1000	31400	000	0068	$	31.53	007196	Warrick Publishing Co
10/22/2018	4506	31405	000	0000	$	679,273.88	007163	Energy Systems Group
10/22/2018	1380	58007	000	0000	$	1,373.00	007185	Tyler Technologies Inc
10/22/2018	1169	22100	000	0000	$	75.20	007195	Wabash Valley Service Co
10/22/2018	1169	22100	000	0000	$	2,097.97	007195	Wabash Valley Service Co
10/22/2018	1169	22100	000	0000	$	1,208.69	007195	Wabash Valley Service Co
10/22/2018	1169	22100	000	0000	$	895.67	007195	Wabash Valley Service Co
10/22/2018	5251	00512	000	0000	$	50.25	007191	Unifirst Corporation
10/22/2018	1169	35001	000	0000	$	70.00	007155	Arab

10/2/2018	1169	23201	000	0000	$	6.50	007191	Unifirst Corporation
10/2/2018	1169	36300	000	0000	$	33.58	007173	Lashley, John M.
10/2/2018	1152	21100	000	0000	$	599.75	007167	First Bankcard
10/2/2018	1000	39200	000	0302	$	23.00	007167	First Bankcard
10/2/2018	1169	22100	000	0000	$	112.80	007195	Wabash Valley Service Co
10/2/2018	1169	22100	000	0000	$	955.26	007195	Wabash Valley Service Co
10/2/2018	1169	22100	000	0000	$	1,275.86	007195	Wabash Valley Service Co
10/2/2018	1169	22100	000	0000	$	1,351.00	007195	Wabash Valley Service Co
10/2/2018	1169	22100	000	0000	$	1,362.40	007195	Wabash Valley Service Co
10/2/2018	1176	22320	000	0531	$	11,888.45	007174	Metzger Construction Co Inc.
10/2/2018	1176	22320	000	0531	$	21,204.18	007174	Metzger Construction Co Inc.
10/2/2018	1176	22320	000	0531	$	628.27	007174	Metzger Construction Co Inc.
10/2/2018	1176	22320	000	0531	$	33,336.20	007174	Metzger Construction Co Inc.
10/2/2018	1176	22320	000	0531	$	112.50	007174	Metzger Construction Co Inc.
10/2/2018	1176	22320	000	0531	$	(3,274.78)	007174	Metzger Construction Co Inc.
10/2/2018	1176	22320	000	0531	$	13,575.21	007174	Metzger Construction Co Inc.
10/2/2018	1000	21100	000	0000	$	49.15	007189	U.S. Bank
10/2/2018	1141	18107	000	0000	$	100.00	007175	Morrie Doll
10/2/2018	1219	23210	000	0000	$	57.71	007194	Evansville Winsupply Co.
10/2/2018	1219	23210	000	0000	$	136.83	007194	Evansville Winsupply Co.
10/2/2018	1224	31400	000	0000	$	55.80	007192	Van Aendall And Farrar
10/2/2018	1224	31400	000	0000	$	177.85	007188	U.S. Bank
10/2/2018	1217	35153	000	0000	$	222.06	007162	Deborah K Stevens
10/2/2018	1000	31400	000	0302	$	90.03	007194	Verizon Wireless
10/2/2018	1112	45010	000	0000	$	50.52	007170	Indiana American Water
10/2/2018	1112	45010	000	0000	$	55.54	007170	Indiana American Water
10/2/2018	1112	45010	000	0000	$	130.00	007179	Renewable Resources
10/2/2018	1176	23100	000	0531	$	714.05	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	827.58	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	900.79	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	8,629.63	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	932.66	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	1,294.91	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	1,460.50	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	2,282.35	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	224.70	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	664.64	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	225.18	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	450.04	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	763.82	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	8,605.37	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	238.86	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	1,981.25	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	582.12	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	809.61	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	294.28	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	514.36	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	269.88	007176	Mulzer Crushed Stone, Inc.
10/2/2018	1176	23100	000	0531	$	1,348.20	007176	Mulzer Crushed Stone, Inc.
10/2/2018	2504	31400	000	0000	$	112.08	007169	Hoosier Business Machines Inc.
10/2/2018	1112	33000	000	0000	$	19.12	007193	Vectren Energy Delivery
10/2/2018	1112	33000	000	0000	$	10.59	007193	Vectren Energy Delivery

10/2/2018	4918	00139	000	0079	$	3,493.40	007171	Jagoe Land Corporation
10/2/2018	1152	35100	000	0000	$	275.00	007158	Brokaw, Robin
10/2/2018	1152	33100	000	0000	$	30.07	007185	The Lang Company
10/2/2018	1159	32401	000	0000	$	193.34	007183	Spectrum
10/2/2018	4903	63016	000	0000	$	600.00	007174	Metzger Construction Co Inc.
10/2/2018	4903	63016	000	0000	$	42,817.32	007174	Metzger Construction Co Inc.
10/2/2018	4903	63016	000	0000	$	39,394.33	007174	Metzger Construction Co Inc.
10/2/2018	4903	63016	000	0000	$	24,551.47	007174	Metzger Construction Co Inc.
10/2/2018	4903	63016	000	0000	$	54,748.23	007174	Metzger Construction Co Inc.
10/2/2018	4903	63016	000	0000	$	175,762.36	007174	Metzger Construction Co Inc.
10/2/2018	1000	33000	000	0380	$	5,125.75	007158	Boonville Utilities
10/2/2018	1000	33000	000	0380	$	6,556.27	007193	Vectren Energy Delivery
10/2/2018	1000	33000	000	0380	$	278.15	007152	Boonville Natural Gas Corp.
10/2/2018	1148	31400	000	0000	$	500.32	007181	Robin Greenlee (EDFC)
10/2/2018	1112	33000	000	0000	$	149.22	007189	Ricoh Usa Inc.
10/2/2018	1152	23100	000	0000	$	35.17	007166	Fifth Third Bank
10/2/2018	1112	32300	000	0000	$	17.66	007166	Fifth Third Bank
10/2/2018	1152	32300	000	0000	$	33.11	007166	Fifth Third Bank
10/2/2018	1112	32200	000	0000	$	122.85	007166	Fifth Third Bank
10/2/2018	1112	22100	000	0000	$	48.12	007166	Fifth Third Bank
10/2/2018	1112	21100	000	0000	$	65.70	007166	Fifth Third Bank
10/2/2018	1112	22100	000	0000	$	40.21	007166	Fifth Third Bank
10/2/2018	1112	39200	000	0000	$	30.00	007166	Fifth Third Bank
10/2/2018	2504	31400	000	0000	$	85.36	007190	U.S. Bank
10/2/2018	2504	21100	000	0000	$	2.56	007161	Card Service Center
10/2/2018	1000	31411	000	0106	$	228.49	007184	Storage Guardian
10/2/2018	1000	31411	000	0106	$	44.23	007184	Storage Guardian
10/2/2018	1000	31411	000	0106	$	364.13	007184	Storage Guardian
10/2/2018	1000	31411	000	0106	$	109.67	007184	Storage Guardian
10/2/2018	1000	31411	000	0106	$	279.00	007184	Storage Guardian
10/2/2018	1000	31411	000	0106	$	46.65	007184	Storage Guardian
10/2/2018	1000	31411	000	0106	$	7.77	007184	Storage Guardian
10/2/2018	1000	31411	000	0106	$	191.82	007184	Storage Guardian
10/2/2018	1000	31411	000	0106	$	3.43	007184	Storage Guardian
10/2/2018	1000	31411	000	0106	$	11.82	007184	Storage Guardian
9/27/2018	1197	25100	000	0000	$	49.84	007134	First Bankcard
9/27/2018	1197	35100	000	0000	$	50.00	007134	First Bankcard
9/27/2018	4502	58008	000	0000	$	14,775.00	007132	Fiber Utilities Group
9/27/2018	4502	58000	000	0000	$	22,500.00	007132	Fiber Utilities Group
9/27/2018	1000	21100	000	0065	$	255.22	007133	First Bankcard
9/27/2018	1000	36400	000	0065	$	200.81	007133	First Bankcard
9/27/2018	1000	32410	000	0065	$	13.95	007133	First Bankcard
9/27/2018	1000	22400	000	0380	$	300.74	007133	First Bankcard
9/27/2018	1000	36200	000	0380	$	159.76	007133	First Bankcard
9/27/2018	8460	30200	000	0000	$	950.00	007132	First Bankcard
9/27/2018	4907	31113	000	0000	$	98.27	007133	First Bankcard
9/27/2018	1000	32400	000	0068	$	106.69	007154	Wowf Business
9/27/2018	4808	31400	000	0000	$	184.62	007144	Hesting, Connor
9/27/2018	1156	31111	000	0000	$	100.00	007149	Todisco, Anthony J
9/27/2018	1156	31111	000	0000	$	100.00	007148	Trudi Neff
9/27/2018	8899	31111	000	0000	$	500.00	007130	Dassett Consulting
9/27/2018	5251	00529	000	0000	$	3.06	007151	Unifirst Corporation

9/27/2018	5251	00529	000	0000	$	3.06	007151	Unifirst Corporation
9/27/2018	1112	33000	000	0000	$	43.43	007131	Evansville Waterworks Dept
9/27/2018	1112	33000	000	0000	$	132.77	007152	Vectren Energy Delivery
9/27/2018	1222	31400	000	0000	$	224.70	007135	Tomtar
9/27/2018	1224	32300	000	0000	$	250.00	007139	Madelyn O'Neal
9/27/2018	4901	22300	000	0000	$	90.03	007153	Verizon Wireless
9/27/2018	1217	35100	000	0000	$	152.44	007142	Pat Brooks
9/27/2018	1000	18300	000	0079	$	50.00	007141	Mike Wangs
9/27/2018	1000	18300	000	0079	$	50.00	007129	Doris Horn
9/27/2018	1000	18300	000	0079	$	50.00	007136	Jeff Willis
9/27/2018	1000	18300	000	0079	$	50.00	007137	Jeffrey L Valiant
9/27/2018	1000	18300	000	0079	$	50.00	007138	Keller, Paul
9/27/2018	1000	18300	000	0079	$	50.00	007140	Mike Moenner
9/27/2018	1000	18300	000	0079	$	50.00	007147	Terry W. Daywalt
9/27/2018	1000	22300	000	0011	$	1,196.80	007143	Purdue University
9/27/2018	1197	44000	000	0000	$	80.00	007145	Rudolph Brothers
9/27/2018	1197	44500	000	0000	$	185.23	007146	Superior Ag Resources
9/27/2018	1156	31111	000	0000	$	40.00	007150	Treasurer Of State-ACH
9/27/2018	1156	31111	000	0000	$	40.00	007150	Treasurer Of State-ACH
9/26/2018	8460	30200	000	0000	$	350.00	007103	Tevault, Kyle
9/26/2018	8460	30200	000	0000	$	3,850.00	007102	Cellebrite Inc.
9/26/2018	8460	30200	000	0000	$	269.88	007103	Tevault, Kyle
9/26/2018	8460	30200	000	0000	$	350.00	007103	Tevault, Kyle
9/25/2018	5200	00528	000	0000	$	4,141.37	007000	Aflac Premium Holding
9/25/2018	5200	00506	000	0000	$	8,212.84	007010	Health Resources Incorporated
9/25/2018	1219	24500	000	0000	$	40.83	007008	Unifirst Corporation
9/25/2018	1112	45010	000	0000	$	22.55	007034	Warrick Co Dept Of Parks & Rec
9/25/2018	1219	31400	000	0000	$	670.09	007033	Warrick Co Dept Of Parks & Rec
9/25/2018	5001	00500	000	0000	$	50,881.27	007017	Mercain Health
9/25/2018	1000	31400	000	0068	$	98.98	007002	Alpha Laser Services
9/25/2018	1000	40000	000	0068	$	495.00	007004	American Legal Publishing Corp
9/25/2018	1159	22500	000	0000	$	407.94	007035	Warrick County Treasurer
9/25/2018	1159	32300	000	0000	$	329.75	007035	Warrick County Treasurer
9/25/2018	1112	22100	000	0000	$	33.40	007034	Warrick County Treasurer
9/25/2018	1112	23400	000	0000	$	400.00	007006	Brand Acceleration
9/25/2018	1112	51200	000	0000	$	1,895.05	007026	Stoll Keenon Ogden P LLC
9/25/2018	1112	31400	000	0000	$	612.50	007026	Stoll Keenon Ogden P LLC
9/25/2018	4906	31400	000	0000	$	612.50	007026	Stoll Keenon Ogden P LLC
9/25/2018	1112	31500	000	0000	$	175.00	007026	Stoll Keenon Ogden P LLC
9/25/2018	1000	31400	000	0068	$	1,144.86	007036	Warrick Publishing Co
9/25/2018	4906	31400	000	0000	$	350.00	007021	Old National Bank - Bonds
9/25/2018	1112	31500	000	0000	$	230.00	007013	JSK Associates Inc.
9/25/2018	1112	31500	000	0000	$	2,970.00	007013	JSK Associates Inc.
9/25/2018	1112	31400	000	0000	$	495.00	007013	JSK Associates Inc.
9/25/2018	1112	50010	000	0000	$	28,340.00	007003	Alva Electric, Inc.
9/25/2018	1000	27100	000	0005	$	180.19	007032	Wabash Valley Service Co
9/25/2018	1219	22100	000	0000	$	628.04	007035	Warrick County Treasurer
9/25/2018	1181	32002	000	0000	$	1,449.50	007011	Information & Records Associat
9/25/2018	1112	51675	000	0000	$	56,000.00	007001	Alcoa
9/25/2018	1169	23201	000	0000	$	6.50	007028	Unifirst Corporation
9/25/2018	1169	22100	000	0000	$	75.20	007031	Wabash Valley Service Co
9/25/2018	1169	22100	000	0000	$	1,500.30	007031	Wabash Valley Service Co

9/25/2018	1169	22100	000	0000	$	1,208.69	007031	Wabash Valley Service Co
9/25/2018	1169	22100	000	0000	$	661.36	007031	Wabash Valley Service Co
9/25/2018	1169	22100	000	0000	$	2,861.55	007031	Wabash Valley Service Co
9/25/2018	1169	22100	000	0000	$	1,813.08	007031	Wabash Valley Service Co
9/25/2018	1169	22100	000	0000	$	935.26	007031	Wabash Valley Service Co
9/25/2018	4503	63016	000	0000	$	2,709.07	007023	Roadside Traffic Systems Inc.
9/25/2018	1168	21401	000	0000	$	100.00	007014	Kathy Manning
9/25/2018	4009	32360	000	0000	$	1,600.00	007015	Liebherman Technologies
9/25/2018	1000	31200	000	0061	$	1,250.00	007017	Zimmer Stayman Walkins Shoulds
9/25/2018	4003	61115	000	0000	$	12,000.00	007012	JBI Construction Inc.
9/25/2018	1176	23400	000	0530	$	148.77	007008	First Bankcard
9/25/2018	1176	23400	000	0530	$	28.97	007008	First Bankcard
9/25/2018	1176	33000	000	0533	$	27.67	007030	Vectren Energy Delivery
9/25/2018	1176	33000	000	0533	$	36.83	007030	Vectren Energy Delivery
9/25/2018	1176	33000	000	0533	$	27.40	007030	Vectren Energy Delivery
9/25/2018	1176	33000	000	0533	$	26.46	007030	Vectren Energy Delivery
9/25/2018	1176	33000	000	0533	$	27.67	007030	Vectren Energy Delivery
9/25/2018	1176	33000	000	0533	$	31.36	007030	Vectren Energy Delivery
9/25/2018	4508	40003	000	0000	$	2,598.56	007005	Brown, Tompert And Neff
9/25/2018	1138	60012	000	0000	$	649.64	007005	Brown, Tompert And Neff
9/25/2018	4509	40003	000	0000	$	7,331.44	007029	United Consulting Engineers
9/25/2018	1138	39201	000	0000	$	1,832.86	007029	United Consulting Engineers
9/25/2018	5251	00512	000	0000	$	50.25	007028	Unifirst Corporation
9/25/2018	1169	23201	000	0000	$	6.50	007028	Unifirst Corporation
9/25/2018	1169	23201	000	0000	$	6.50	007028	Unifirst Corporation
9/25/2018	1000	58001	000	0000	$	975.00	007025	SRI Inc.
9/25/2018	4508	31400	000	0000	$	384.62	007022	Rehling, Connor
9/25/2018	1000	22100	000	0005	$	2,416.80	007032	Wabash Valley Service Co
9/25/2018	4501	58006	000	0000	$	2,027.50	007019	Morley & Associates Inc.
9/25/2018	4501	58006	000	0000	$	5,802.50	007019	Morley & Associates Inc.
9/25/2018	4503	58012	000	0000	$	6,484.38	007019	Morley & Associates Inc.
9/25/2018	4501	58006	000	0000	$	2,965.72	007019	Morley & Associates Inc.
9/25/2018	4502	58008	000	0000	$	2,965.73	007019	Morley & Associates Inc.
9/25/2018	4502	58008	000	0000	$	15,000.00	007009	H. J. Umbaugh
9/25/2018	4502	58008	000	0000	$	5,514.00	007026	Stoll Keenon Ogden P LLC
9/25/2018	4501	58006	000	0000	$	6,940.82	007026	Stoll Keenon Ogden P LLC
9/25/2018	4503	58012	000	0000	$	787.50	007026	Stoll Keenon Ogden P LLC
9/25/2018	1000	24500	000	0005	$	8.36	007028	Unifirst Corporation
9/25/2018	1000	24500	000	0005	$	8.36	007028	Unifirst Corporation
9/25/2018	1156	31111	000	0000	$	250.00	007007	First Bankcard
9/25/2018	1000	32410	000	0005	$	1,112.81	007024	Sprint
9/25/2018	1000	22100	000	0005	$	2,282.64	007031	Wabash Valley Service Co
9/25/2018	1176	23100	000	0531	$	1,231.15	007020	Mulzer Crushed Stone, Inc.
9/25/2018	1176	23100	000	0531	$	278.10	007020	Mulzer Crushed Stone, Inc.
9/25/2018	1176	23100	000	0531	$	306.30	007020	Mulzer Crushed Stone, Inc.
9/25/2018	1176	23100	000	0531	$	8,166.71	007020	Mulzer Crushed Stone, Inc.
9/25/2018	1176	23100	000	0531	$	1,695.64	007020	Mulzer Crushed Stone, Inc.
9/25/2018	1176	23100	000	0531	$	442.66	007020	Mulzer Crushed Stone, Inc.
9/25/2018	1000	36400	000	0005	$	1.50	007027	The Lang Company
9/25/2018	1169	23100	000	0000	$	9,429.52	007020	Mulzer Crushed Stone, Inc.
9/25/2018	1176	36400	000	9604	$	39.92	007002	Alpha Laser Services
9/25/2018	1176	36400	000	9604	$	55.80	007002	Alpha Laser Services
9/25/2018	1169	22320	000	0000	$	337.50	007018	Metzger Construction Co Inc
9/25/2018	1204	58010	000	0000	$	4,374.14	007016	M&M Investment Group, LLC
9/25/2018	1205	58011	000	0000	$	18,674.12	007016	M&M Investment Group, LLC
				Grand Total:	$	1,875,461.54		

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, October 8th, 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: $1,875,461.54 Dated this 8th day of October, 2018. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

Warrick County Claims for Payment
10/8/2018

Posey's Supermarket (Storm Water) $ 7.50 Water purchased for the office.

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

Tuesday, September 11, 2018

Warrick County
One County Square #200
Boonville, IN 47601

Attn: Deborah Stevens

RE: BIS Digital Remote Support Agreement Renewal

Annual Contract Term: 11/20/2018 – 11/19/2019
Account #: WAR721
Contract #: 19-11-A-73362
Amount Due: $850.00
Invoice #: 75046

Ms. Stevens:

Enclosed please find your Remote Support contract renewal agreement for the coming year.

Please sign the enclosed agreement, keeping a copy for your records, and return the original to us with your purchase order and payment. To place your contract in effect as soon as possible, you may fax your contract renewal to us at 877.858.5611.

Please remember, without a contract in place, our current per call rates will be in effect. For continuous coverage, an immediate response is greatly encouraged. Our terms are payable in advance, and will reflect a due date of: 10/11/2018 (Any equipment or options added during the contract year are prorated and added at the conclusion of warranties.)

Thank you for the opportunity to serve all of your recording and transcription needs. If you have any questions, please feel free to contact me at 800-834-7674 Ext.4523 or via email dianne.corzo@bisdigital.com.

Best regards,

Dianne Corzo
BIS Digital, Inc.

Enclosures

Remote Support Agreement

Between:
BIS Digital, Inc.
1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334-6142
Phone: (800) 834-7674
Fax: (877) 858-5611
Email: support@bisdigital.com

And:
Warrick County
One County Square # 200
Boonville, IN 47601
Phone: (812) 897-6110
Contract #: 19-11-A-73362

BIS Digital, Inc. or its appointed service representative agrees to provide system support for the software and hardware listed below, in accordance with the terms and conditions of this agreement.

1. TERMS AND CONDITIONS
   A. The term of this agreement is for a period of (12) months from the effective date. Either party upon written receipt, with a ninety 90-day notice, may cancel this agreement. In the event of early termination of service agreement, BIS Digital, Inc. will refund monies based upon contract amount prepaid by customer less actual cost of service provided during abbreviated term, or pro-rated amount based upon time remaining in contract term rounded to end of month of termination, whichever is less.
   B. The agreement entitles the USER to 24 hours per day, 7 days per week telephone support.
   C. This support agreement is for the USERS integrated system. Any changes or enhancement will be billed for additionally.
   D. Charges for maintenance and support for reasons outside of BIS Digital control, arising from neglect, negligence, misuse, acts of god or modifications to, or failures of systems software and/or hardware not covered under this contract resulting in corruption of BIS Digital software setup/configuration shall be billed at BIS Digital published rates.

2. COVERAGES
   A. DCR Software (all BIS Digital supplied licenses). This support agreement is for the USERS current DCR Software version. The USER is not obligated to upgrade since support is available for previous versions. DCR Software Assurance, which provides for all new feature and function upgrades, are billed for at an additional $350/yr. per system. BIS Digital will provide on-line user training as well as on-line diagnosis and repair (web connection required).
   B. Hardware & Hardware Accessories: Repair and/or replacements of defective hardware is not covered under this agreement. Customer may ship defective hardware to BIS Digital, Inc. for repair at BIS published service rates. If defective hardware sent to BIS Digital, Inc. is deemed un-repairable, customer will be responsible for replacement at their expense.
   C. On-Site BIS Digital Technical Support: On-Site Technical support is not covered under this agreement; however, BIS Digital can provide emergency on-site service at the BIS published on-site service & travel rates.

Initials: BIS Digital _____ Customer _____

3. CUSTOMER RESPONSIBILITY
   A. A proper backup of all data on a regular interval.
   B. A USER appointed systems administrator to act as a liaison with the support department.

4. CONFIDENTIALITY
   A. BIS Digital, Inc. agrees that all data that may be entered into the system is strictly confidential and shall remain the property of the USER. Business Information Systems shall not, without prior written consent, disclose to any third party any such data acquired in connection with this agreement or any other services.

5. PAYMENT
   A. Invoices shall be sent once per year and payment shall be due in full upon receipt.
   B. At Business Information Systems option, support coverage may be halted for non-payment of any invoice greater than sixty (60-days) beyond the due date.

6. LIABILITY
   A. In no event shall Business Information Systems, Inc. be liable for any direct or indirect losses or damages, or any other claims arising in connection with this agreement to the USER, including loss of data or earnings due to equipment down time.
   B. Business Information Systems sole responsibility with respect to the maintenance and support shall be limited to those outlined in this agreement.
   C. The laws of the State of Florida shall govern this agreement and any litigation shall occur in Broward County, Florida.

This contract covers remote telephone and/or Webex support on the following system:

Purchased on Invoice 73362
Installed on

- DCR2 2ch Digital A/V Recording Software w/Software Assurance (1)
- Microphone Kit (1)

Initials: BIS Digital _____ Customer _____

BIS

The terms and conditions stated herein form the complete agreement between the parties. Please note: Any additions to this agreement (new systems) will be prorated to coincide with this contract.

Start Date: 11/20/2018
End Date: 11/19/2019
Annual Cost: $850.00
Contract #: 19-11-A-73362
Invoice #: 75046

Accepted By:

BIS Digital, Inc.	Warrick County
By Steve Coldren	By Dan Saylor
President Title	Commissioner Title
September 11, 2018 Date	10-09-2018 Date

Initials: BIS Digital _____ Customer _____

JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PO# 05841558
PO Revision# Original

PURCHASER NAME AND ADDRESS (First Signer)
NAME (First, Middle, Last): WARRICK COUNTY HIGHWAY DEPARTMENT
STREET or RR: 866 HOTH RD
CITY: BOONVILLE | STATE: IN | ZIP CODE: 47601 | COUNTY: Warrick
PHONE NUMBER | EMAIL ADDRESS

PURCHASER NAME AND ADDRESS (Second Signer)
NAME (First, Middle, Last)
STREET or RR
CITY | STATE | ZIP CODE | COUNTY
PHONE NUMBER | EMAIL ADDRESS

DEALER NAME AND ADDRESS
DEALER NAME: Erb Equipment Co., Inc.
Dealer Account No.: 179845
STREET or RR: 9860 State Route 57
CITY: Evansville | STATE: IN | ZIP CODE: 47725 | Phone Number: 812-473-8484
Date Of Order: Sep 27, 2018
Dealer Order No.: 17998878
TYPE OF SALE: ☐ CASH ☒ LOAN ☐ TIME SALE
PURCHASER TYPE: 4 Use County
MARKET USE CODE: 45 Highways & Streets
Add Purchaser to Mailing List (Check One or More)
PURCHASER(S): ☐ Construction ☐ Utility ☐ Forestry ☐ Government ☒ Business ☐ Individual
Purchaser Acct.:
☐ NO TAX INFORMATION ☐ IRS TAX ID NO ☐ SIN NO.

EXTENDED WARRANTY is: ☑ Accept ☐ Decline (Initials)
LOCATION OF FIRST WORKING USE: Use County WARRICK
Use State/Province: IN
COUNTY CODE: 173
Ultimate Uptime Package Purchase: ☐ Yes ☑ No (Initials)

QTY	NEW	USED	DEMO	RENT	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price	
1					2018 JOHN DEERE 672G MOTOR GRADER with 4WD Stock # 106542	/	1DW672GXCJF018006	$ 268,204	14
							(1) TOTAL CASH PRICE	$ 268,204	14

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT	
1	2008 NEW HOLLAND G140	10677	200073	$ 20,000	00
COMMENTS:			(2) TOTAL TRADE-IN ALLOWANCE	$ 20,000	00
			(3) TOTAL TRADE-IN PAY-OFF	$ 0	00
			(4) BALANCE	$ 238,204	14
			(5) DELIVERY	$ 0	00
			(6) RENTAL INTEREST	$ 0	00
			(7) EXT. SERVICE AGREEMENT	$ 0	00
			(8) SUB TOTAL	$ 238,204	14
			(9) RENTAL APPLIED	$ 0	00
			(10) CASH WITH ORDER	$ 0	00
			(11) BALANCE DUE (SUB A 10)	$ 238,204	14

ACKNOWLEDGEMENTS: Purchaser offers to sell, transfer and convey the item(s) listed as "Trade-In" to the Dealer at or prior to the time of delivery of the above product(s), on a "Trade-In" to be applied against the cash price. Purchaser represents that each "Trade-In" item shall be free and clear of all security interests, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "Trade-In" item is listed on this document. The Purchaser promises to pay the balance due (line 11) shown herein in cash, or in accounts a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown on the applicable Lease Agreement, or in further delivery of the equipment (unless Vendor waives the right to the purchase price). Title shall be retained by the Vendor until the purchase price is paid in full. The Purchaser understands that the Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property. Purchaser acknowledges that the rights in contract(s) will title purchase are limited as set forth in this Purchase Order.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicles may be subject to the California Air Resources Board (CARB) regulations. For more information, visit www.arb.ca.gov/msprog/offroad/sidi/sidi.htm. Operation in other states may be subject to similar requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board vehicle at www.arb.ca.gov/msprog/offroad/cert/cert.htm.

JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PO# 05841558
PO Revision# Original

Quote ID: 18108077 Customer Name: WARRICK COUNTY HIGHWAY DEPARTMENT

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided with the Product. Dealer's sales representatives do not have authority to modify the Standard Warranty or make any other warranty or representation. THE STANDARD WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PURCHASE ORDER, WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS IS MADE.

The undersigned Purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain the Product from its supplier, or due to any other cause beyond the Dealer's control. Any delay in delivery of the Product shall not relieve Purchaser from its obligations under this Purchase Order. Purchaser agrees that the Product may be substituted by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

TERMS & CONDITIONS VERIFICATION STATEMENT: Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Customer shall be governed by the applicable John Deere Customer Data Services Agreement and/or Telematics Data Services Supplemental Agreement, and the applicable John Deere Construction & Forestry Company Telematics Data Services Dealer Agreement and/or Telematics Data Services Supplemental Agreement available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser does not activate or otherwise use the Data Services.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____ (Initials) and understands its terms and conditions.

Purchaser (First Signer)	WARRICK COUNTY HIGHWAY DEPARTMENT	Signature		Date	10/11/18
Purchaser (Second Signer)		Signature		Date	
Dealer Representative	Erb Equipment Co., Inc.	Signature		Date	
Salesperson	FOSTER,JED B	Signature		Date	

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature

JOHN DEERE FINANCIAL

Delivery and Acknowledgment

LESSEE:	WARRICK COUNTY HIGHWAY DEPT 555 ROTH RD, BOONVILLE, IN 47601-9150
LESSOR:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the Lease Agreement.

You hereby represent and warrant that: (a) all of the Equipment more fully described in the Lease Agreement was selected by you; (b) all of the Equipment and the Operator's Manual, if any, has been delivered to, and received by you; (c) you received the manufacturer's written warranty applicable to the Equipment and you understand that your rights are subject to the limitations outlined therein; (d) the safe operation and the proper servicing of the Equipment has been explained to you; (e) all of the Equipment has been inspected by you and is in good working order and repair (operating or otherwise); (f) the Equipment shall be used only for the purpose indicated in the Lease Agreement; (g) all of the Equipment is unconditionally and irrevocably accepted by you for all purposes under the Lease Agreement; and (h) all information you provide to us is true and correct.

Signed by Lessee's duly authorized representative on the date shown below.

WARRICK COUNTY HIGHWAY DEPT

(Date Signed) By: Dan Saylor
DAN SAYLOR, PRESIDENT WARRICK COUNTY COMMISSIONERS

Revision Date: 25 February 2016 Application ID: 1271300B Version Number: 2
DOC7000 Page 1 of 1

JOHN DEERE FINANCIAL

Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

Seller
Name: Deere Credit Inc.
Address: 6400 NW 86th St. Johnston, IA 50131

Purchaser
Name: WARRICK COUNTY HIGHWAY DEPT
Address: 555 ROTH RD, BOONVILLE, IN 47601-9150
ID Number (If Applicable):
Exemption Number (if applicable):

Description of Item Being Purchased

Quantity	Year	Manufacturer	Equipment Description
1	2018	John Deere	6729 Motor Grader

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: Richard B Fuhs
Title: Engineer
Date: 10/11/18
Telephone Number: 812-897-6126

Revision Date: 19 August 2016 Application ID: 1271183B Version Number: 2
FORM0720 Page 1 of 1

JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

LESSEE:	WARRICK COUNTY HIGHWAY DEPT 555 ROTH RD, BOONVILLE, IN 47601-9150
LESSOR:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the Lease Purchase Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency:	Fax Number of Agency:

PHYSICAL DAMAGE INSURANCE on the Lease Purchase Agreement will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency:	Fax Number of Agency:

If an insurance certificate is available, in place of the above information, it should be provided to:

ADDITIONAL INSURED and LOSS PAYEE:
Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

I agree and understand that, pursuant to the provisions of Section 5 of the Lease Purchase Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured, and (b) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of the Lease Purchase Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.

NOTICES TO LESSEE: DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

WARRICK COUNTY HIGHWAY DEPT

(Date Signed) By: Dan Saylor
DAN SAYLOR, PRESIDENT WARRICK COUNTY COMMISSIONERS

Revision Date: 15 January 2017 Application ID: 1271300B Version Number: 2
FORM0717 Page 1 of 1

JOHN DEERE FINANCIAL

Application ID: 12713905
Version Number: 2

LEASE PURCHASE AGREEMENT

LESSEE'S NAME AND PHYSICAL ADDRESS	LESSEE'S TAX ID NUMBER	LESSEE'S PHONE NO.	TYPE OF BUSINESS
WARRICK COUNTY HIGHWAY DEPT 886 ROTH RD BOONVILLE, IN 47601-8169	**-***1633	812-897-6126	County Government
LESSEE RESIDES IN (County/State) WARRICK, IN	LESSEE AGREES TO KEEP GOODS IN (County/State) See Equipment Location and County for each Item of Equipment below		
NAME AND TITLE OF SIGNING OFFICER DAN SAYLOR - PRESIDENT WARRICK COUNTY COMMISSIONERS			

LESSOR'S NAME AND ADDRESS	PHONE NUMBER
Deere Credit, Inc. P.O. Box 6600 Johnston, IA 50131-6945	800-626-8257

This Lease Purchase Agreement, ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

EQUIPMENT LEASED

Year	Manufacturer	Equipment Description	Equipment Location	County	Outside City Limits
2018	John Deere	872G Motor Grader	BOONVILLE, IN	WARRICK	No

ADDITIONAL DETAILS

Product ID	Engine Hour Meter	Asset Level Payment*	Selling Price
1DW872GXL...D00005	3	$54,799.69	$238,204.14

*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.

LEASE PAYMENTS

LEASE TERM START DATE: October 10, 2018
LEASE TERM END DATE: October 10, 2023

The first Lease Payment Due Date is October 10, 2019 and each successive Lease Payment is due on the same day of the Year thereafter, (the "Billing Period"), unless otherwise provided below

NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DUE DATE
5	$54,799.69	$0.00	$54,799.69	October 10, 2019

Amortization Schedule

Nominal Annual Rate: 4.75%

Payment Number	Date	Lease Payment	Interest	Principal	Principal Balance
1	October 10, 2019	$54,799.69	$11,564.50	$43,235.19	$194,975.04
2	October 10, 2020	$54,799.69	$9,465.64	$45,334.05	$149,640.99
3	October 10, 2021	$54,799.69	$7,264.77	$47,534.92	$102,106.07
4	October 10, 2022	$54,799.69	$4,957.04	$49,842.65	$52,263.42
5	October 10, 2023	$54,799.69	$2,537.27	$52,262.42	$1.00

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

TERMS AND CONDITIONS

1. **Lease Term; Payments.** You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit the Lease Payments indicated above each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. For any payment which is not received by its due date, you agree to pay a late charge equal to 4.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.

2. **Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Lease Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for taxes paid by you.

4. **Ownership; Missing Information.** You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease Agreement and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Lease Agreement, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

5. **Equipment Maintenance, Operation and Use.** You agree to (a) not permanently move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (c) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of this Lease Agreement), naming Deere Credit, Inc. (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming Deere Credit, Inc. (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, the Principal Balance, as determined by us of the day before such Event of Loss occurred. Upon receipt of the Principal Balance, we will transfer to you (or the insurance company) all of our rights, title and interest in such Item(s) of Equipment (each, an "Item of Equipment") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

8. **Return of Equipment.** If this Lease Agreement is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Lease Agreement you agree to return all Equipment to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted.

9. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fail to cure such breach within 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.

10. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default (b) declare any other agreements between you and us (or any of our affiliates) in default; (c) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates);); (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorney's fees and court costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

12. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorney's fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

13. **Time Price.** You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price. "Time Price" shall be equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Origination Fee. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

You represent and warrant to us, as of the date you signed this Schedule, that (a) the Equipment was selected by you; (b) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (c) the safe operation and the proper servicing of the Equipment were explained to you; (d) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (e) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (f) the Equipment is in good condition and repair (operating and otherwise); (g) the Equipment shall be used only for the purpose indicated herein; (h) all information provided to us by you is true and correct.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508-522 of Article 2A of the Uniform Commercial Code.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

15. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 3 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this section. This Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject, notwithstanding any provision in Section 7(b) of part of this Lease Agreement. This Agreement can be amended, waived or terminated except by a writing signed by both parties. If any provision of this Lease Agreement is signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Lease Agreement is to be invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease. Time is of the essence in this Lease Agreement.

You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment.

Notwithstanding any other clause you make, you agree that (a) we can access, retain and use, at any time we elect any information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THIS LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

WARRICK COUNTY HIGHWAY DEPT

10-8-18 By: Dan Saylor
(Date Signed) DAN SAYLOR, PRESIDENT WARRICK COUNTY COMMISSIONERS

Accepted By: Deere Credit, Inc. (Lessor)
6400 NW 86th Street, Johnston, IA 50131-0600

By:
(Date Agreement Signed) (Authorized Signature)

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001 Settlement No. 1271998 Equipment Type: Construction & Forestry Commercial
Revision Date: 15 January 2017 Application ID: 1271998 Version Number: 2 10/08/2018 10:30 AM Page 4 of 4

WARRICK COUNTY HIGHWAY DEPARTMENT

REGULAR PROPOSAL

FOR

BRIDGE NO. 34

BID OPENING DATE: OCTOBER 8, 2018

PLANS PREPARED BY:

ROBERT B. HOWARD, P.E.
WARRICK COUNTY HIGHWAY ENGINEER

STEVEN A. SHERWOOD, P.E., P.L.S.
ASSISTANT WARRICK COUNTY ENGINEER

Warrick County Engineering Department
107 W. Locust Street
Courthouse Room 208
Boonville, IN 47601
(812) 897-6094

SUBMITTED BY:

Ragle, Inc.		
COMPANY NAME		
P.O. Box 444		
STREET ADDRESS		
Newburgh	IN	47629
CITY OR TOWN	STATE	ZIP CODE

BIDDERS ON WARRICK COUNTY BRIDGES

BRIDGE PROJECT No. 2018-01 **BRIDGE NO. 34**

INSTRUCTIONS TO BIDDERS:

The Warrick County Commissioners will receive sealed bids to construct a bridge replacement for Bridge No. 34 on County Road N 1325, also known as Selvin Road, located north of Vincennes Road (N 1300) and northeast of the Town of Selvin, Indiana. Bridge No. 34 is located over Sugar Creek (Legal Drain).

There will be a Pre-Bid meeting at the site on Monday, October 1st, 2018 at 10:00 AM local time (CST) to answer any questions. It is highly recommended that all bidders attend this pre-bid meeting.

Each Bid shall be submitted in a sealed envelope no later than 3:30 PM, local time, October 8th, 2018, at the County Highway Engineer's Office, located at 107 W. Locust Street, Old Courthouse Room 208 (on the square), Boonville, Indiana, 47601. Bid envelopes shall be marked "Bridge No. 34 Bid" and shall indicate the name and address of the Bidder. Any Bids received after the submittal deadline are subject to rejection.

Bid's will be opened and read aloud at the County Commissioner's regularly scheduled meeting on Monday, October 8th, 2018 beginning at 4:00 PM (local time).

Each bid must be submitted on the State Board of Accounts approved Bid Forms with a non-collusion affidavit. A current certificate of insurance must be submitted with each bid. The successful bidder will be required to submit a certificate of insurance that complies with the limits specified in these bid documents within five (5) working days after the award of the bid, or prior to beginning of work on the project.

Each bid shall be accompanied by a certified check or bid bond of a surety company admitted to do business in the State of Indiana of not less than five (5) percent of the total bid. If such bid bond is through a surety company, proof by affidavit must be submitted with the bid showing that the surety company is admitted to do business in the State of Indiana. The successful bidder will be required to post a 100% performance bond and payment bond.

BID PROPOSAL

BRIDGE NO. 34

The Bidder declares that he/she has examined the site of the Work and has informed himself/herself fully in regard to the place where the work is to be done. That he/she has examined the Specifications and Plans for the Work furnished to him/her prior to the opening of Bids and that he/she has satisfied himself/herself relative to the Work to be performed. The Bidder purposes and agrees that if his/her Bid is accepted he/she will furnish all equipment, tools apparatus, transportation, labor supervision and permits necessary to construct the project and to commence work within Ten (10) calendar days after being notified by the Owner to commence work on the project.

The Bidder also proposes and agrees to complete the Work within thirty (30) calendar days for Option No. 1. Or forty-five (45) calendar for Option No. 2 after construction begins.

Acknowledgement is hereby made of receipt of the following:

Addendum Number(s): 1 Dated: 9/21/18

2 Dated: 10/2/18

Lump Sum Bid Proposal Option No. 1: Ninety-Eight Thousand Seven Hundred Fifty Dollars and No/Cents ($ 98,750.00)

Unit Prices: Rip Rap $ 40.00 /Ton H12 x 53 Pile $ 70.00 / Lineal Foot

Lump Sum Bid Proposal Option No. 2: One Hundred Ninety-Four Thousand Five Hundred Dollars and No/Cents ($ 194,500.00)

Unit Prices: Rip Rap $ 40.00 /Ton H12 x 53 Pile $ 70.00 / Lineal Foot

ACCEPTED: Option No. _____

Board of Commissioners
Warrick County, IN

Dan Saylor: President

Bob Johnson: Vice-President

Marlin Weisheit: Member

Attest:

Date:

BIDDER:

Ragle, Inc.
Company Name
P.O. Box 444
Address
Newburgh, IN 47629
City/Town State Zip

By
Jason C. Ragle, Vice President
Position
10/8/18
Date:

CONSTRUCTION OF BRIDGE NO. 34

PRE-MANUFACTURERED STEEL BRIDGE

STANDARD SPECIFICATIONS:

The Indiana Department of Transportation (INDOT) Standard Specifications (latest edition) and all applicable supplemental specifications thereafter, shall apply to this contract. Special provisions, contained herein, shall govern over the standard specifications and supplemental specifications should a conflict arise. All work whether shown of not shown on the plans or described herein shall comply with said Indiana Department of Transportation Standard Specifications. All work shall be done under the Supervision of the County Highway Engineer.

SCOPE OF WORK:

The Bidder is asked to bid the project in two (2) ways as follows:

OPTION No. 1: Construction of the replacement bridge foundation and installation of the pre-manufactured 50-foot span steel bridge package (Contech Steadfast Horizon Beam Bridge) that the County has previously purchased. Removal of the existing 75-foot railroad flatcar bridge structure, retrofitting of the existing bridge foundation on the western side of the existing bridge, construction of a new cap and pile foundation on the eastern side of the bridge, inside of the old foundation (see enclosed plans). Upon construction of the new foundations, the Bidder will install the new 50-foot span pre-manufactured steel beam bridge package and complete the remaining concrete foundation work accordingly. The County will have the new manufactured steel bridge package shipped to the site for installation by the Bidder, once the foundation is constructed to accept the new bridge structure. The new bridge superstructure will be shipped in two (2) modular sections with galvanized form decking and vehicular guardrail installed. The weight of each modular section is approximately 18,300 lbs. (maximum lift). The bridge foundation and modular bridge superstructure shall be installed, connected and completed in all respects and ready for the County to construct the remaining reinforced concrete bridge deck, earthen bridge approaches and reinforced concrete bridge approaches.

The Bidder is to prepare the bridge channel slopes prior to placing the new bridge superstructure. This includes a total of 200 tons of revetment riprap with an appropriate amount of geotextile fabric underlayment for placement on the channel slopes on both sides of the creek.

OPTION No. 2: This would be for the demo and build out of the entire bridge project, an all-inclusive package. This includes the work outlined in Option No. 1 and completing all of the reinforced concrete bridge deck and reinforced concrete bridge approaches as shown on the bridge plan set. This includes the required earthwork and compacted aggregate necessary to raise the roadway and bridge approaches, and purchase and installation of approach guardrail and transition guardrail (from Thrie beam to W-beam guardrail). Asphalt paving is not included in this project.

LUMP SUM BID:

The Bidder's attention is directed to the fact that bids shall be a Lump Sum Amount. The Lump Sum Amount shall include the cost of furnishing and installation of the following quantities:

1) H Pile Size 12 x 53 250 Lineal Feet
2) Revetment Riprap 200 Tons

Any deviation from these amounts will result in the Lump Sum Bid being adjusted higher or lower by the difference in quantity furnished and installed times the unit price quoted by the contractor as part of the bid.

All other quantities of work and materials are the responsibility of the contractor. Construction shall in accordance with the plans and specifications, and no adjustments will be made in the Lump Sum Amount except where there is an authorized change in the plans causing extra work, or increased or decreased work. Unit prices submitted by the Contractor as part of this bid will be used as a basis of payment for extra work or reduction in work, authorized by the County Engineer.

SPECIAL PROVISIONS

SALVAGEABLE MATERIAL:

The County Highway Engineer will advise the Bidder as to any salvageable material in the bridge structure that the County wants to retain. The Bidder will remove those materials so designated using ordinary care so as not to excessively damage those materials during removal and transport them to the County Highway Garage. All other materials and debris will be loaded onto the Bidder's trucks, removed from the site and disposed of in an approved manner at an approved site.

MATERIAL, LABOR & EQUIPMENT:

The Contractor will furnish all materials and equipment necessary to construct the foundation structure, placement of the pre-manufactured steel bridge and channel protection as shown in the plans. The work will involve furnishing of all additional labor, material and equipment for construction and installation of the bridge project as per plans.

MATERIAL, LABOR & EQUIPMENT (cont'd):

All other materials in conjunction with this project shall be furnished and paid for by the Bidder.

Rental of cranes and/or other equipment in conjunction with this project shall be the responsibility of the Bidder to both arrange for the rental equipment and to pay for the cost of the rental equipment.

Concrete forms are required in conjunction with this project. The rental cost shall be paid for by the Bidder and the cost of all labor and equipment required in the use of the forms and placement of the concrete shall be borne by the Bidder. Form ties and appurtenances will be furnished by the Bidder. The Bidder will furnish and pay for the reinforcing steel, concrete, expansion joint material, and all other items necessary (as well as stated on the plans) for the construction and completion of the project. The bridge manufacturer will supply bridge bearing pads at time of delivery with the modular bridge sections.

The Bidder shall furnish equipment or the means to cut reinforcing bars in the event full-length bars are furnished by the Supplier. Reinforcing bars may be sawed, sheared or cut with a torch at the job site, at the Bidder's shop or at the Supplier's facilities.

The Bidder shall furnish an electric welder and welding rods, a cutting torch, acetylene gas and oxygen to perform any required welding work necessary to complete the work as directed by the County Engineer. The Bidder shall also provide a concrete vibrator for use in the construction of the concrete abutments and foundation. The concrete shall be vibrated sufficiently to avoid honeycomb in the abutment and foundation.

The Bidder will be responsible for furnishing portable toilet facilities and drinking water to the site, and for furnishing trash disposal. It is expected that the Bidder shall maintain a litter free work site.

INSURANCE:

The Bidder shall carry adequate insurance to protect Warrick County and/or their employees from any and all liabilities arising from or in conjunction with the work performed on the project as well as all other insurance required by law. As a minimum, the amount of coverage shall meet the requirements of the Indiana Department of Transportation Standard Specifications (latest edition) as detailed in section 103.04, including section 103.04(c), Owners and Contractors Protective Liability Insurance Coverage for Operations of Designated Contractor. The named insured shall be Warrick County, C/O Warrick County Commissioners, 107 W. Locust Street, Courthouse Room 301, Boonville, IN 47601.

SIGNAGE:

Warrick County shall furnish all signs in conjunction with this project. It will be the responsibility of the Contractor to oversee the maintenance of these signs and to properly barricade all excavation work and bridge approaches. At the conclusion of the work, the Contractor will notify the County and the County will maintain the signage accordingly.

It is the Bidder's Responsibility to coordinate the road closure with the County (for placement of signage) and the Bidder's Responsibility to notify the Warrick County School Corporation, the Warrick County Sheriff's Department and all other interested parties in advance of closing the roadway and bridge site.

EXCAVATION:

The Bidder shall remove the existing bridge and retrofit the existing bridge foundations according to the plans. The existing western bridge foundation is to be retrofitted and to be reused to accommodate the new bridge structure accordingly. The existing eastern foundation is to be lowered sufficiently for construction of the new eastern bridge approach per the County Engineer. The Bidder shall grade the creek embankment within the bridge working area and place geotextile underlayment and revetment riprap per the County Engineer. Excess excavation and material not suitable to use as fill material shall be disposed of by the Contractor.

The Bidder shall cut back and slope the ditch banks as directed by the County Engineer. A quantity of revetment riprap has been included for armoring the creek banks under and beside the bridge span. The Bidder shall supply and place the geotextile underlayment and the revetment riprap under the bridge before the new bridge is set in place. If the County Engineer determines that pipe is necessary in the side ditches along the bridge approaches, the Bidder shall install and cover the pipe furnished by the County.

All disturbed area outside of the revetment riprap covered areas shall be seeded, fertilized and strawed per INDOT section 621.03. Mulch or erosion control mat shall be applied to all disturbed area, per INDOT section 621.05. Seed mixture type R shall be furnished and placed per INDOT section 621.06 prior to mulching or placing straw mats. Straw mats may be used as an alternate to mulch.

CONSTRUCTION STAKING:

The Bidder shall be responsible for all field engineering or construction staking to establish proper alignment and grade. The County Engineer shall confirm all grades and alignments prior to any construction.

BILLING/PAYMENT:

The Bidder shall contact the Warrick County Highway Department to arrange for billing statements. All billing statements shall be referenced project number, project name and bridge number, and purchase order number(s). Signed claims must accompany all invoices.

The Bidder can contact the County Engineer Bobby Howard (office: 812-897-6126, email: bhoward@warrickcounty.gov) to arrange for issuance of purchase order number(s) or any billing questions.

Billing statements shall be addressed as follows:

Warrick County Highway Department
Attn: Bobby Howard, PE
"Project Name, Information"
535 Roth Road
Boonville, IN 47601

Partial payments in an amount of 80% of completed work shall be approved during construction. The 20% retainage will be due and payable upon completion of the work and furnishing of an affidavit that all labor, material and equipment costs have been paid by the Bidder.

PRE-CONSTRUCTION CONFERENCE:

The Bidder shall contact the County Engineer to arrange a pre-construction conference at the site prior to any beginning of work. The scope of work for the project, any questions or potential problems shall be discussed and resolved prior to commencement of work on said project.

HAUL ROUTE:

The approved haul route for this project shall be SR 68, north on Yellowbanks Trail Road (asphalt), east of Vincennes Road (rock), north on Selvin Road (chip/seal) to bridge. Access to the site through Spencer County is available.

PROJECT SCHEDULE/COMPLETION:

If Option No. 1 is accepted, the work shall be completed within thirty (30) calendar days upon beginning said project. If Option No. 2 is accepted, the work shall be completed within forty-five (45) calendar days upon beginning said project. Failure to complete work on time shall follow penalties as stated in the Indiana Department of Transportation Standard Specifications, latest edition. Work shall commence within ten (10) calendar days after being notified by the County to commence work on said project.

The work shall be considered complete when the replacement bridge is constructed in place (ready for County placement of reinforced concrete bridge deck), all foundation, guardrail installation and site work is complete.

PUBLIC UTILITIES:

The Bidder shall make all necessary utility locates and resolve any utility issues that may present themselves at the site. The Contractor shall be responsible for contacting all utilities and locating their facilities prior to construction. It is not anticipated that utilities will be an issue at this site.

WARRICK COUNTY COMMISSIONERS

Dan Saylor, President

Bob Johnson, Vice-President

Marlin Weisheit, Member

ATTEST:

Deborah Stevens, Warrick County Auditor

WARRICK COUNTY HIGHWAY DEPARTMENT
855 ROTH ROAD
BOONVILLE, INDIANA 47601

STATE OF Indiana)
COUNTY OF Warrick)

SWORN AFFIDAVIT

Comes now the undersigned, as a duly authorized agent of Ragle, Inc. and having been duly sworn under oath hereby swears under penalties for perjury as follows:

1. I swear and affirm Fidelity and Deposit Company of Maryland [Name of Bond Surety] is a Surety duly licensed to conduct business in the State of Indiana Department of Insurance as of the date of the bid submission by and through its employees and its duly authorized agents located in the State of Indiana and by virtue of and in compliance with the applicable laws of this State.

2. Said Fidelity and Deposit Company of Maryland is the Surety of record which has issued the bid bond required for the bidding project and which is fully and properly obligated with the undersigned bidder for the issuance of said bid bond.

I affirm, under the penalties for perjury, that the foregoing representations are true.

Ragle, Inc.
Bid Applicant

Bid Applicant's Signature

Debra Hutts
Agent's Printed Name

October 8, 2018
Date

STATE OF Indiana)
COUNTY OF Warrick) SS:

I, the undersigned, a Notary Public, in and for said County and State aforesaid, hereby certify that Jason G. Ragle, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered such instrument as his/her free and voluntary act for the uses and purposes therein set forth, this 8th day of October, 2018.

Notary Public

Melissa R. Walls
Printed Signature

My Commission Expires:
July 9, 2020

My County of Residence is:
Warrick

Melissa R. Walls
Notary Public, State of Indiana No. 636654
Residence of Warrick County
Commission Expires July 09, 2020

Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

BID OF

Ragle, Inc.

(Contractor)

P.O. Box 444

(Address)

Newburgh, IN 47629

FOR

PUBLIC WORKS PROJECTS

OF

Bridge Project No. 2018-01 - Bridge No. 34

Filed _____, _____

Action taken _____

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date *(month, day, year)*: 10/8/18

1. Governmental Unit (Owner): Warrick County Commissioners
2. County : Warrick
3. Bidder (Firm): Ragle, Inc.
   Address: 5286 Vann Road / P.O. Box 444
   City/State/ZIPcode: Newburgh, IN 47629
4. Telephone Number: 812-853-9558
5. Agent of Bidder *(if applicable)*: Jason C. Ragle

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Bridge Project No. 2018-01 - Bridge No. 34 (Governmental Unit) in accordance with plans and specifications prepared by Warrick County Highway Engineer and dated 9/5/18 for the sum of Ninety-Eight Thousand Seven Hundred Fifty Dollars and Nineteen - Option 1 / One Hundred Ninety-Four Thousand Five Hundred Dollars and Nine Cents - Option 2 $ 98,750.00 Option 1 / 194,500.00 Option 2

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this 9th day of October, 2018, subject to the following conditions: Accept Option Dec 2 - $194,500.00

Contracting Authority Members:

PART II

(For projects of $150,000 or more -- IC 36-1-12-4)

Governmental Unit: Warrick County Commissioners

Bidder (Firm) Ragle, Inc.

Date *(month, day, year)*: 10/8/18

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
$1,338,742.38	Bridge Construction	10/6/17	INDOT B-30346-A
$3,123,143.87	Road Construction	6/1/17	INDOT R-30004-A
$1,614,323.50	Road Construction	12/1/17	Paoli Airport Authority
$448,760.69	Traffic Improvement	11/20/17	INDOT T-38020-A

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
$13,490,000.00	Road Construction	4/30/19	Department of Metro Evansville - Jacobsville
$3,866,000.00	Road Construction	3/1/19	Department of Metro Evansville - Melson Stieberlinge Rd 1
$5,250,000.00	Road and Sewer Work	12/1/18	Evansville Water and Sewer - Weinbach
$837,753.00	Road and Sewer Work	12/1/18	Evansville Water and Sewer - Rock Ave

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.
E&B Paving, Inc.
CSX Rail Road
Crider and Crider
IMI
RWRA of Owensboro

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*
Mobilize, Road Closure provided by county, Install erosion control bmp, Demo, Place fill and construct and tie provided by county, Pour new deck and approaches, place rip rap and stabilize slopes, seed, remove erosion controls and demobilize.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
River Town Construction, LLC 5266 Vann Rd. Newburgh, IN 47630
E & B Paving 10900 Telephone Rd. Chandler, IN 47610
C.A. Fulkerson PO Box 336 Lamasville, IN 47138
C.E. Hughes PO Box 578 Jeffersonville, IN 47130
C.L.S Industries 3960 W. St. Rt. 60 Salem, IN 47167

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
To be determined

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
To be determined

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.
Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Warrick this 8th day of October, 2018

Ragle, Inc.
(Name of Corporation)

By Jason C. Ragle - Vice President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana }
COUNTY OF Warrick } ss

Before me, a Notary Public, personally appeared the above-named Jason C. Ragle who swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 8th day of October, 2018

Melissa R Walls
Notary Public

My Commission Expires: 7/9/2020
County of Residence: Warrick

Melissa R. Walls
Notary Public, State of Indiana No. 636654
Residence of Warrick County
Commission Expires July 09, 2020