WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
October 22, 2018
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

Commissioner Saylor: You can remain standing for one (1) minute. If we could just recognize or have a moment of silence for people in Panama, Panama City, Florida, Mexico Beach. I was down in that area and we have some people that work for the County that's been affected by this in a negative way. If we can just have a moment of silence for those people. Thank you, you may be seated.

APC
DEDICATION OF RIGHT-OF-WAY

Commissioner Weisheit: (Inaudible) bell ring.

Commissioner Saylor: Alright, first item on the agenda today will be our APC.

Sherri Rector: Okay, thank you. The first item we have is the Dedication of Right of Way, Maken Corporation, convey and warrant to Warrick County, through the Warrick County Board of Commissioners, part of the southeast quarter of the southwest quarter of Section 18, 6, and 8 west in Boon Township being point zero-two (.02) acres more or less to be part of future Abbe Wood Drive in Berkshire Phase 2 Subdivision. And Bobby will explain this to you, the reason.

Bobby Howard: Basically in this section is where they're running their sewer lines and Newburgh requires that the line either be in the public right-of-way or restricted public utility and since this is going to be County road right-of-way when the plat is recorded, then they are just going ahead and asking it be declared and accepted as right-of-way now and then the sewer company can utilize it to put their line in without having to grant them a special easement that then we would need a hold harmless and things from the sewer company when we take it over for maintenance. So this gets, this gets us through that process in one step. We have to come forward and accept it as right-of-way and then the plat will take this all in when it's recorded. So I'd recommend approval.

Commissioner Saylor: Okay.

Sherri Rector: Mr. President, Bob brought to my attention that the dedication has the wrong President, Vice President listed on here. If you wish, if you could go ahead, if you want to go ahead and vote on this, I can give this back to Morley's and have them to correct and then bring it back up to you for signatures if you'd like.

Todd Glass: That's fine.

Commissioner Saylor: That's fine, yeah.

Commissioner Johnson: We could just cross it out and write in the title.

Sherri Rector: It gets recorded and cross-referenced.

Todd Glass: Just have her redo it tomorrow; it'd be fine.

Commissioner Saylor: Then we can get it signed. Okay. Do we need a motion on this?

Todd Glass: Yes.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: So moved.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Sherri Rector: Thank you.

(Dedication of Right-of-Way is located on Pages 23 through 25 of these Official Minutes)

REQUEST FOR RELEASE OF SURETY
C-2017-056 PARK PLACE V PUD

Sherri Rector: Okay, the next item is Request for Release of Surety, It's commercial driveway C-2017-056. It's the entrance construction on Lot 1 in Park Place V PUD. We're holding nine thousand five hundred and forty-one dollars and fifty cents ($9,541.50) in the Auditor's Office. And they have had one (1) year and one (1) month. It's expires September 9, 2019, and Mr. Howard has reviewed and signed off on it.

Bobby Howard: The driveways were constructed to the approved plan and would recommend release of the surety.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to release the surety.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Park Place V, Release of Surety, is located on Pages 25 through 26 of these Official Minutes)

REZONING PETITION
PC-R-18-10 BBCF PROPERTIES

Sherri Rector: Okay, the last item that I have is Rezoning Petition, PC-R-18-10. That's a petition of BBCF Properties, LLC, by William Felts, Member. I have an email from Krista Lockyear, Attorney. I forwarded it to you all today. She is asking for an additional two (2) weeks; working towards the resolution with the neighbors on a sewer extension and stating that it's for a proposed Dollar General store and Attorney Long is also aware of the continuance. I did tell her that the meeting would be November, Tuesday, November 13th that it would be continued to.

Commissioner Weisheit: Need that by motion, or…?

Sherri Rector: Yes.

Commissioner Weisheit: I make a motion to allow the continuance.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

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

APPROVAL OF MINUTES
OCTOBER 8, 2018

Commissioner Saylor: Next item on the agenda is Approval of our October 8, 2018, Regular Session Minutes.

Commissioner Johnson: Make a motion to approve the Minutes.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

ITEMS FOR DISCUSSION
DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
COUNTY HEALTH INSURANCE PLAN – MODIFICATION OF LIST OF PROCEDURES REQUIRING PRE-CERTIFICATION AND IMPLEMENTATION OF HIGH COST DRUG MANAGEMENT PROGRAM

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

Roger Emmons: Thank you, Mr. President. First item I have is regarding our County Health Insurance Plan. It's a modification of the listed procedures requiring pre-certification and also an implementation of a High Cost Drug Management program. If you approve these, they would be effective January 1, 2019. Attached to the informational items that you have is a print out of Dave Waltz's September 25th email. It includes an email from Christina Tinch, Meritain Account Executive for Client Solutions. The, there's a flyer called High Cost Drug Management, that's also attached. But Dave has suggested the Board adopt Meritain's pre-certification list cause they've targeted procedures and services that are more susceptible to unnecessary overutilization. And of course Meritain's list is based on their experience in these matters which Dave said we should take advantage of as a credible source of information. Before, if you do approve these, we'll get an SMM, which is Summary of Material Modification, and an amendment for each one (1) of these. So, I don't know if it's something we can reference in your attached list. There is a listing of pre-certification of medical necessity items and services and there's the list below that of new, the new pre-cert list, which would be all in-patient, all experimental/investigational procedures and all potentially cosmetic procedures if covered. And then you've got some specified out-patient surgery. It starts with bone and breast marrow biopsies excluding skin, vascular access devices for the infusion of Chemotherapy, including but not limited to PICC and central lines, it's a PICC line. Thyroidectomy, partial or complete, Prostatectomy, creation and revision of Arterial Venus Fistula, or AV fistula, or Vessel to Vessel Cannula for dialysis, Oophorectomy, unilateral and bilateral; back surgeries and hardware related to surgery. Osleochondral Allograph, knee; Hysterectomy including prophylactic. Autologous Chondrocytes Implantation, Carticel. Transpant...Transplant excluding cornea. Balloon Sinusplasty. Sleep Apnea related surgeries that are limited to Radio Frequency Ablasion. Cobliation and Somnoplasty. Uvulopalatopharyngoplasty, just say UPPP, including laser assisted procedures. Then you've got Continuing Care Services, Chemotherapy, Radiation Therapy, Oncology, and Transplant (inaudible) injections, infusions, and treatments. For example, heart, endocrine, and immunotherapy, that's including supporting drugs, for example, antiemetic and antihistamines. Dialysis, Hyperbaric Oxygen Home Health Care, durable medical equipment limited to electric/motorized scooters or wheelchairs and pneumatic compression devices. Then Specified Outpatient Diagnostic Services, CT for non-orthopedic, MRI for non-orthopedic, a PET, a Capsule Endoscopy, genetic testing including BRCA and sleep study. That's the list of the new pre-certification procedures. And additionally the new High Cost Drug Management Program; that's on the, well, let's see, they also strongly recommend that a renewal, it's a specialized Case Management Program focused to assist members who have been prescribed a high cost drug who are otherwise not candidates for case management. High Cost Drug Management includes the medical necessity review of medications exceeding two thousand dollars ($2,000.00), intervention, and steerage to the most cost effective providers and settings and members support education to prove adherence and avoid complications. There is a fee for the program but it's equal to that of the case management fee. So it's an hourly rate charged as necessary. And then the program also adds the following pre-certification requirements for specialty medication injectable that cost two thousand dollars ($2,000.00) or more per drug per month and infusions that cost two thousand dollars ($2,000.00) or more per drug per month. They've asked that you act on these as quickly as possible because it takes some time to set up and we have an extremely large number of clients who will renew in January, and it takes them time to get the planned benefits set up and the ID cards released in a timely manner. So, I, our broker has recommended you do both of these things.

Commissioner Saylor: So, Roger, what happens now if somebody has one (1) of these things? Are you saying it's not, there's not pre-certification that's required now?

Roger Emmons: Yes, yes, there is pre-certification required and that's listed on the second page of the attachment, which that's current.

Commissioner Saylor: Yeah.

Roger Emmons: Those are all listed right now that need the...

Commissioner Saylor: So none of, what you just read, these don't require pre-certification at this time?

Roger Emmons: That's correct. They'll be effective January 1st if you approve.

Todd Glass: Some, some are on the current list.

Roger Emmons: Yes.

Todd Glass: But there are a lot of additions.

Commissioner Saylor: Okay.

Roger Emmons: I think you're still providing for a high quality health plan for the employees and at the same time helping the County to reduce its expenditures. Cause right now our claims experienced for 2018 is not real good.

Commissioner Saylor: Okay, so do, do I have a motion?

Commissioner Weisheit: I make a motion to approve.

Commissioner Saylor: Is there a second?

Commissioner Johnson: I'll second.

Commissioner Saylor: Any other discussion or comments? All in favor?

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

TRI-CAP BOARD OF DIRECTORS
REPLACEMENT OF HANNAH KLASS BELLEAU

Roger Emmons: Next is an appointment to replace Hannah Klass Belleau, Esquire, on the Tri-Cap Board of Directors. You gave me individually a consensus on October 11th to appoint Lisa Baxter Harris, Esquire, to take Hannah's place. So if you approve today, it'll be officially, today, will be retroactive to October 11th and the term will expire 12-31-(20)19.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: (Inaudible).

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

Roger Emmons: Thank you.

BOONVILLE DOWNTOWN PLAZA RENOVATIONS
CHANGE ORDER 1 – CHANGE ORDER 2 – CHANGE ORDER 3
DISCUSS DELETION OF ITEMS FROM JBI CONSTRUCTION'S COUNTY PORTION OF WORK

Roger Emmons: Next, it has to do with the Boonville Downtown Plaza Renovations. We have three (3) change orders. And we met with Chris Coffey today to discuss these. We found out that the only one (1) the Commissioners need to approve and President Saylor sign is Change Order 3, which is, I'm sorry, Change Order 2, which is the Courthouse wall architectural surface and various pay item removal. That amount is a negative or a credit, ninety-one thousand thirty-eight dollars and fifty cents (-$91,038.50). Do I have a motion to approve the change order?

Commissioner Weisheit: Yeah, I'm still a little unclear on it. I mean I know where we was at on it. But I thought that was one (1) that was still in question on the County side.

Roger Emmons: Well, we found out that one (1) and three (3) were actually on the city's part of the project.

Commissioner Weisheit: Okay.

Roger Emmons: But I'd say, you know, and I agree with you, Marlin, it is a little confusing because we've got this one that's a, that's a negative ninety-one thousand (-$91,000.00) plus and then Jerod Bradfield, the engineer with Midwestern, he sent us a draft one (1) which is not to act on, it's for adding forty-three thousand three thirty-five ($43,335.00) for the Austin Ashlar random rough-stack rock form liner on our retaining wall at the Courthouse. The new one (1).

Commissioner Saylor: So is that going to be a stamped concrete wall? It is? And that's just what they're calling that particular stamp?

Roger Emmons: It's a...

Commissioner Saylor: That they're using?

Roger Emmons: It's this one (1) here.

Commissioner Saylor: Okay. So that's a form. That's not a stamp.

Commissioner Johnson: But this...

Commissioner Saylor: That's a form. That's not a stamp. Did you see the picture of that?

Commissioner Weisheit: Yes.

Commissioner Saylor: Right, Bobby?

Commissioner Johnson: I thought it was a stamp.

Commissioner Weisheit: It has a liner. They put a liner with the form.

Bobby Howard: Yeah, it's...

Commissioner Johnson: That's right. That's right.

Roger Emmons: Says it's a wall form liner.

Commissioner Saylor: Yeah. Okay. So, so we're getting credited the ninety-one thousand ($91,000.00) but we're signing a change order...?

Roger Emmons: Not yet.

Commissioner Saylor: Okay.

Roger Emmons: That's only a draft, we've not received the actual change order.

Commissioner Saylor: But we should see a change order, to understand you right, for three thousand three hundred thirty-five dollars ($3,335.00)?

Roger Emmons: Yeah, that's for a thousand six hundred five (1,605) square feet at twenty-seven dollars ($27.00) per square foot. That's what I see on the...

Commissioner Saylor: Can you read those numbers again?

Roger Emmons: One thousand six hundred five (1,605) square feet at twenty-seven dollars ($27.00) per square foot.

Commissioner Saylor: Okay.

Commissioner Weisheit: Roger, I just want to add to the minutes as in our discussion when we approved funding that we had took out the monument relocation of forty-four thousand ($44,000.00) which we agreed to do in house, and the top...

Roger Emmons: I haven't got to that one (1) yet.

Commissioner Weisheit: Okay. Okay. But that is the dollar amounts that we worked off of so I want to make sure we cover that today.

Roger Emmons: Right, right.

Commissioner Weisheit: Okay, but you're going to cover that?

Roger Emmons: Yeah, that's next.

Commissioner Weisheit: Okay, thank you.

Roger Emmons: Right now we've got your Change Order 2 for the minutes, ninety-one thousand thirty-eight dollars and fifty cents ($91,038.50) for your consideration.

Commissioner Weisheit: And that's on our side?

Commissioner Johnson: I think...

Roger Emmons: Um...

Commissioner Saylor: It says Courthouse wall.

Roger Emmons: It's Courthouse, it's our retaining wall.

Commissioner Saylor: So I think that's, that was a different procedure.

Commissioner Weisheit: Okay.

Commissioner Saylor: And, and, and...

Commissioner Johnson: That's where they're going to build the wall and stamp it, if I'm not correct.

Commissioner Weisheit: Okay.

Roger Emmons: This, this is the one (1), the change order that also includes the sixteen (16) plants, thirty-two hundred ($3,200.00) that's in this total cost, because now that I've looked at it, the, the items this change order does cover, Marlin, well, no, remember the linear grading? It's down below in (inaudible)...

Commissioner Weisheit: Yeah, yeah.

Roger Emmons: About the fourteen-seven-forty-five ($14,745.00). They've got it listed on here, but in the far right column, the amount, it's not listed. That's left out.

Commissioner Weisheit: Yeah.

Roger Emmons: So these haven't been acted on officially to delete them at this time is what it looks like to me. And this one here, the ninety-one-thirty-eight-fifty ($91,038.50), you've got thirty-two hundred ($3,200.00) and then you've got thirty-one-two-ninety-seven-fifty ($31,297.50) for the sidewalk and Courthouse wall reconstruction. And then the funding summary takes the revised amount down to two million eight hundred thirteen thousand eight-'o-two-fifty ($2,813,802.50) which, of which the County's portion is much lower than that of course.

Commissioner Johnson: I'm still kind of confused.

Todd Glass: On, on Change Order 2, Mr. President, I just guess the Commissioners would want to be very certain they understand what the change to the retaining wall is in Change Order 2.

Commissioner Weisheit: Not on that, no.

Commissioner Saylor: Yeah, I, you know, and I don't either.

Commissioner Weisheit: This, even today, I didn't think we was going to deal with that today. And that's why I wanted to go down to what I did understand, Roger, was this bottom part here that we have listed.

Roger Emmons: You want to table this?

Commissioner Weisheit: Let's table that part, but let's go ahead and go with what we approved on the funding. Originally we agreed to take out the twenty (20) from the original bid, the twenty thousand seven hundred thirty dollars ($20,730.00) for topsoil and the forty-four thousand dollars ($44,000.00) for monument relocation. And we was all okay with that. That's what was agreed on when we got our funding in place. Now then they have agreed, and I'm fine with that and I think the other two (2) Commissioners are too, the linear grading, which I had questioned at the time, fourteen thousand seven hundred forty-five dollars ($14,745.00) and the sodding for twenty-one thousand four hundred twenty-one dollars ($21,421.00) is around thirty-five thousand ($35,000.00) that they're willing to take out. And we can also possibly do that in house. So, I'm okay with that. And if we need to do a motion on that today to add those other two (2) things...

Commissioner Saylor: Plus we want to add the sixteen (16) plants on there, right?

Commissioner Weisheit: They had agreed to take off thirty-two hundred dollars (-$3,200.00) for us to relocate the plants.

Commissioner Saylor: (inaudible).

Commissioner Weisheit: And with all the construction going on on the Courthouse and the wall, the whole yard's going to have to be redone this spring. So, you know, this would be a thirty-five thousand dollars ($35,000.00) that we could use to do it in house or hire a landscaper or doing it ourselves. But that decision could be made after all the construction is done.

Commissioner Saylor: Well, if you add up all those numbers, it comes to a hundred and four thousand ninety-six dollars ($104,096.00). So, we, we would be taking that out of the project.

Roger Emmons: Okay, now on this Change Order 2, I was just noticing that I was reading the revised column. The actual amounts listed here in this change order are a minus fourteen-seven-forty-five (-$14,745.00).

Commissioner Weisheit: Yep. That's for lineal grading.

Roger Emmons: Minus twenty...twenty-seven thousand seven hundred thirty (-$27,730.00), topsoil.

Commissioner Weisheit: Yep.

Roger Emmons: Minus twenty-one thousand four-twenty-one (-$21,421.00) for the sodding.

Commissioner Johnson: Sodding.

Commissioner Weisheit: Yes.

Roger Emmons: And then the thirty-two hundred ($3,200.00) on the plants.

Commissioner Weisheit: Yep.

Roger Emmons: And forty-four thousand ($44,000.00) for the monument relocation.

Commissioner Weisheit: That's correct.

Commissioner Johnson: That's correct.

Roger Emmons: That's in this change order.

Commissioner Weisheit: That's the change order that I think we're all okay with today.

Commissioner Saylor: Yeah.

Commissioner Weisheit: The ninety-one thousand ($91,000.00), we're unclear on.

Commissioner Saylor: Because that's (inaudible).

Several speaking at once.

Bobby Howard: (Inaudible) slip liner? Yeah but then they added the slip liner.

Commissioner Weisheit: That was already in the original bid though.

Bobby Howard: No...

Roger Emmons: Right, they just hadn't covered it in an official document yet. Well, no, I'm talking about the forty-four thousand ($44,000.00) that's a draft, or forty-three-three-thirty-five ($43,335.00).

Todd Glass: This is (inaudible) what they're looking at. Cause here's his other number.

Roger Emmons: But really on, I think that, Jarod may have confused me for sure. He sent those, well, he sent you an email, Marlin, and you forwarded it to me.

Commissioner Weisheit: Forward.

Roger Emmons: And it had all those items listed for discussion for deletion.

Bobby Howard: Oh, okay.

Commissioner Weisheit: Um hum.

Roger Emmons: Those items are in this Change Order 2.

Bobby Howard: They're all deleted and there's an additional item of the architectural surface treatment of thirty-one thousand two-ninety-seven ($31,297.00).

Commissioner Saylor: So what change order is that on, Bobby?

Bobby Howard: This is change, isn't this two (2)?

Todd Glass: One (1).

Bobby Howard: Change Order 1? Is that what (inaudible)?

Roger Emmons: One (1) and three (3) were not applicable according to Chris Coffey who's with Midwestern Engineering.

Bobby Howard: No, Change Order 2, it's Change Order 2.

Todd Glass: Oh, I'm sorry.

Commissioner Saylor: Yeah. One (1) and three (3) is Boonville's responsibility. Change Order 2, there's a new item. It says architectural surface treatment of thirty-one thousand two hundred ninety-seven dollars and fifty cents ($31,297.50). Right, but we still don't know (inaudible) that wall.

Bobby Howard: What is that architectural surface treatment...?

Commissioner Saylor: I don't know.

Commissioner Weisheit: Well, I think that's the added stamping and in our original approval, we had thirty-two thousand dollars ($32,000.00) listed for that. That was in the bid.

Commissioner Johnson: That's right.

Commissioner Weisheit: And, so, I think, and that's what Chris said today that's what that was for. That's for the form liner for the form. So that was all agreed on earlier.

Roger Emmons: It says the rock form liner.

Commissioner Saylor: So, so...

Bobby Howard: Okay, so that's included in this number too then to get you to the ninety-one thousand ($91,000.00)...

Roger Emmons: The minus ninety-one thousand (-$91,000.00)...

Bobby Howard: Yes. Right.

Roger Emmons: So this really would be okay to approve and sign?

Bobby Howard: Because it has the linear grading removed, the top soil removed, sodding, plant, monument relocation's all removed.

Commissioner Saylor: But Bobby, all those and the plants comes to a hundred and four thousand ninety-six dollars ($104,096.00).

Commissioner Weisheit: Then you, but then if you add the thirty-two ($3,200.00)...

Roger Emmons: I think the thirty-two ($3,200.00) is in Dan's (Inaudible).

Commissioner Weisheit: It is, on the hundred and four ($104,000.00).

Commissioner Saylor: A hundred and four-ninety-six ($104,096.00) is with the thirty-two hundred ($3,200.00) for sixteen (16) plants. We can move sixteen (16) plants for cheaper than thirty-two hundred bucks ($3,200.00).

Roger Emmons: Well, I think there, the reason is because they have, they've got the plants in here...

Bobby Howard: They also took off anti-skate devices of twenty-one thousand (-$21,000.00).

Commissioner Weisheit: We never had that in the original funding.

Commissioner Weisheit: They said we wouldn't need that.

Bobby Howard: But it was in the...

Commissioner Weisheit: Because the textured surface. It'd be a rough top on the finish. So...

Todd Glass: (Inaudible).

Commissioner Weisheit: You know; we could approve this I guess pending our Engineer's reviewing it. Something to that effect? Wouldn't you think? Counsel? As long as Counsel and Engineer...?

Todd Glass: Yes, if you're satisfied that you know what the change order reflects.

Commissioner Saylor: Well, here, here, here's what I know. I agree with items one (1), two (2), three (3), and four (4) and the sixteen (16) plants.

Commissioner Johnson: Um hum.

Commissioner Saylor: That doesn't have a, you know, we, we know, right, Commissioners?

Commissioner Weisheit: Yeah, yes.

Commissioner Saylor: That we're good with taking that out.

Commissioner Weisheit: And we'll do that all in house.

Commissioner Saylor: And so, so if this other Change Order 2 is ninety-one thousand (-$91,000.00) that's a negative, that's a credit to us. So where's the change order that's putting that back?

Roger Emmons: We haven't received it yet.

Commissioner Saylor: Okay. So, is that going to be the wall? That's the actual wall? Is that right, Marlin?

Roger Emmons: The draft one (1) is for, under Section 1, it's Courthouse Wall Architectural Surface, and again they repeat Austin Ashlar Rough Stack Form Liner.

Commissioner Saylor: So that's going to be forty-three thousand three hundred thirty-five dollars ($43,335.00)?

Roger Emmons: Yes.

Commissioner Saylor: So when we get that, we'll approve that. So basically we're striking out, what's that?

Commissioner Johnson: That's what it is.

Commissioner Saylor: Okay. So we're, we're striking out a hundred and four thousand dollars (-$104,000.00) (inaudible). And when we get the other change order, we're adding that back because it's a different surface. Is that, is that the way you understand it, Commissioner?

Commissioner Johnson: It's a different process.

Commissioner Saylor: Right. Different surface. Counselor, is that...?

Todd Glass: I can't help you with that.

Roger Emmons: Well, the comment is that some of this is being done because it's to be installed per the requirement of contract (inaudible) except for method of payment which will be architectural surface treatment, which is what this Change Order 2 is about. So, it's just kind of paperwork correcting from the initial liner that they proposed to the one (1) you have approved.

Bobby Howard: So this number two (2), the new item that's listed, the thirty-one thousand two hundred ninety-seven-fifty ($31,297.50). Is that the new wall liner? Because I thought it was forty something thousand ($40,000.00).

Roger Emmons: Where do you see that?

Bobby Howard: Page three (3) of four (4) under Change Order 2, new items, Architectural Surface Treatments.

Commissioner Johnson: The sixteen hundred and five (1,605) foot...

Bobby Howard: Sixteen hundred five (1,605)...

Commissioner Johnson: At twenty-seven dollars ($27.00) a square foot...

Bobby Howard: This is at nineteen-fifty ($19.50) a square foot.

Roger Emmons: Yeah, it is.

Bobby Howard: And they're adding that to it. And I don't know if that correlates with the wall originally with that liner. Because this change order subtracts the anti-skate devices, the linear grading, the top soil, the sodding, the plant, the monument relocation. So it takes all that out for a total of minus a hundred and twenty-two thousand three hundred thirty-six dollars (-$122,336.00). But then it adds thirty-one thousand two hundred ninety-seven dollars and fifty cents ($31,297.50) for the architectural service treatment. You need to find what that architectural surface treatment is...

Commissioner Johnson: (Inaudible) ninety-one thousand ($91,000.00).

Unknown: Right.

Bobby Howard: To know if that is the wall that you're approving or not?

Roger Emmons: That's the thirty-two thousand ($32,000.00) Marlin said earlier today that we agreed on. And that's what I said this draft change order for forty-three-three-thirty-five ($43,335.00). We need to find out before the next meeting since this is at thirty-one-two-ninety-seven-fifty ($31,297.50), why is this next one (1) forty-three-three-thirty-five ($43,335.00)? Shouldn't it be (inaudible)...?

Bobby Howard: Shouldn't it correlate with the thirty-one-two-ninety-seven ($31,297.00)?

Commissioner Saylor: That's the problem, the numbers aren't adding up.

Bobby Howard: Right. So you need clarification from them as what is the architectural surface treatment defined as?

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

Roger Emmons: I'd say just...

Commissioner Weisheit: I'll make a motion to just table this just to clear up the figures. I know we had this discussion today and it's just a misunderstanding on that one (1) number there, so I'll make a motion that we table it for two (2) weeks.

Commissioner Johnson: Second.

Roger Emmons: 'Til 11-13?

Commissioner Weisheit: Yeah.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Commissioner Weisheit: About wore that out, didn't we?

Commissioner Saylor: Yeah.

Roger Emmons: Yeah, sorry we talked that to death. It's a lot of money.

Commissioner Weisheit: Well, we understand what we have...

Commissioner Saylor: I don't think their paperwork's right.

Commissioner Johnson: Their, it's not.

Roger Emmons: Something's wrong with them.

Commissioner Weisheit: We've just got to make sure we're clear with what they're doing on the outside and what we're doing on the inside. That's where the conflict is.

Roger Emmons: Between now and November 13th we'll meet with Jarod Bradfield.

Commissioner Weisheit: Right. Maybe have Bobby with us at that meeting.

Roger Emmons: Yeah, that'd be good.

Todd Glass: Take one (1) pass it down.

REQUEST TO CLOSE WARRICK WELLNESS TRAIL CASTLE BAND BOOSTERS

Roger Emmons: Next is a request to close Warrick Wellness Trail from Grimm Road to Epworth Road on Saturday, November 3rd at 8:30 AM, for fifteen (15) minutes. This is so the Castle Band Boosters can give a send-off to their championship band and Todd has provided their certificate of insurance naming County Board of Commissioners as additional insured.

Commissioner Weisheit: And we did this last year, didn't we?

Todd Glass: This will be the fourth year.

Commissioner Weisheit: Fourth.

Todd Glass: And I've spoken with the Sheriff and Chief Wilder on it, because the traffic is increasing after all there. But we do have a very organized event. It takes only about fifteen (15), twenty (20) minutes and we watch out for the

Commissioner Saylor: Will State Trooper Weber, Tom Weber be there?

Todd Glass: Yes, Sir.

Commissioner Saylor: Okay.

Todd Glass: He'll be there and if the Scheduling Sergeant is able to get a couple Deputies out there to assist, Officer Weber will work with them.

Commissioner Saylor: Chief Deputy? You okay with this? Do I have a motion?

Commissioner Johnson: Make a motion to approve.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you.

REQUESTS FOR EXTENSIONS FOR ROAD USAGE AGREEMENTS SOMERVILLE ROAD – GERMAN CHURCH ROAD

Roger Emmons: Next is requests from American Land Holdings with Peabody for twenty-four (24) months extensions on two (2) road usage agreements. Somerville Road is five thousand six hundred fifty-two (5,652) which you originally approved on March 27, 2017. German Church Road is only for a hundred and eighty-five feet (185) and that was originally approved on April 19, 2017. Our, one (1) of our Counsel, John Goth, has prepared one (1) page documents for each road usage agreement to memorialize the action should you approve the request. And I'd recommend your approval if Bobby doesn't have a problem with it.

Bobby Howard: I do not.

Commissioner Saylor: Bobby, I have a question in my ignorance of this. So, they asked for an extension, do we get additional monies for that extension?

Bobby Howard: The roads aren't closed so there…

Roger Emmons: Right.

Bobby Howard: There is no additional money. They are just maintaining the roads during the usage, their usage periods.

Commissioner Johnson: It's just a haul road.

Commissioner Saylor: Okay. Okay.

Todd Glass: It is…

Roger Emmons: It is surety…

Todd Glass: It is surety and bonded, and that remains on the project.

Commissioner Saylor: I just didn't know if we received any additional money or if there was an opportunity to. Okay, do I have a motion?

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(Peabody Road Usage Agreements are on Pages 27 through 33 of these Official Minutes)

BELL ROAD PROJECT ADMINISTRATIVE SETTLEMENT FOR PARCEL 18 – HOFMANN

Roger Emmons: Next is the Bell Road Project. We have an Administrative Settlement for Parcel 18, which is Hofmann. And I emailed this administrative settlement to you on October 19, 2018. Included copies of two (2) quotes

the Hofmann's obtained from Colonial Classics in Newburgh for replacement of their landscaping, bush and two (2) trees, which totaled five hundred thirty-two dollars and fifty cents ($532.50) and that's the additional amount being requested. Fair market value was two thousand fifty dollars ($2,050.00). So if you approve this, which I'm recommending, that gives a new total of two thousand five hundred eighty-two dollars and fifty cents ($2,582.50), an increase of twenty-six percent (26%) of the appraised amount. Much cheaper than a condemnation process.

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(Hofmann Settlement is located on Page 33 of these Official Minutes)

AFLAC OPEN ENROLLMENT

Roger Emmons: Other items, Aflac Open Enrollment. Carol Seger is our local agent on this. She's requesting the following dates, times, and locations. Wednesday, December 5th, 6:30-7:30 AM at the Highway Department; 8:00 AM to 9:30 AM at the Disposable Recycling Center; 10:00 AM to 11:30 AM in the Commissioner's Conference room; at 12:00 PM to 2:30 PM in the Judicial Center conference room in the main hallway; and then Friday, December 7th from 11:00 AM to 1:00 PM again in the Judicial Center conference room. That's for follow ups. So the one (1) you approved last year was really the same format except the dates were a little bit different. December 5th and December (inaudible) year.

Commissioner Saylor: So, I have a question on this. I thought we were, we approved another vendor for this.

Roger Emmons: You have, but their open enrollment schedule hadn't been determined yet. I mean we can ask them to do it at the same time, but Allstate...

Commissioner Johnson: So we're going to have two (2) open enrollments?

Commissioner Saylor: Two (2)? I...

Commissioner Johnson: For two (2) different companies?

Roger Emmons: Open enrollments for just two (2)? You know you've got open enrollments for your health insurance...

Commissioner Johnson: I understand that.

Roger Emmons: Yeah, any of the other employee option benefits.

Commissioner Saylor: Have you heard from, I don't, what other company was it, was it Allstate or was it...

Roger Emmons: Um hum, Allstate.

Commissioner Saylor: Have you heard from them today?

Roger Emmons: Not today. I've been asking them to provide, you know, their requested schedule, but the Commissioners can stipulate they have the same as Aflac. Because we want, we want as little disruption to offices and departments as possible. Even though it's open, they'll be, well, we're trying to make it over lunch periods from 11:00 (AM) to 1:00 (PM). But you can see on Wednesday, December 5th, cause the Highway Department starts at 6:00 (AM), they want to be out there an hour and a half (1 ½). So, it's whatever the Board wants to do.

Commissioner Saylor: I just think; can we table this to next meeting to get clarification on what the other vendor...?

Roger Emmons: Yes, yes.

Commissioner Saylor: Cause my understanding, they were supposed to make contact with you today, Roger.

Roger Emmons: Oh, okay. I didn't see any, I didn't get a phone call or an email.

Commissioner Saylor: Okay.

Roger Emmons: So, motion to table?

Commissioner Saylor: Yeah.

Commissioner Weisheit: I'll make a motion to table.

Commissioner Johnson: Second.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Alright. Thank you. And Todd did provide an opinion about the flat screen t.v. in the Allstate open enrollment.

AGREEMENT FOR ROAD USAGE
LIBERTY MINE – NEW HARMONY ROAD

Roger Emmons: Okay, a couple more items. Agreement for Road Usage, Liberty Mine, LLC. It's a revision of the Road Usage Agreement on New Harmony Road. I sent you that revised agreement on October 19th, granted that's just last Friday, but included a copy of that revised Road Usage Agreement. The bond renews from two hundred fifty-two thousand ($252,000.00) to a hundred and eighty-two thousand ($182,000.00) due to the new INDOT bypass shortening the route, County road length. So I would recommend you approve this and it's contingent upon Alex Messamore submitting the surety to me of a hundred and eighty-two thousand ($182,000.00).

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Liberty Mine Road Usage Agreement is located on Pages 40 through 41 of these Official Minutes)

INTERLOCAL COOPERATIVE AGREEMENT WITH INDOT

Roger Emmons: The next item is just informational only. It's about receiving, we received the Interlocal Cooperative Agreement with INDOT for the provisional installation of traffic signal at (State Road) 66 and Grimm Road. So.

Todd Glass: And that has a lot of work to be done on it still.

Commissioner Weisheit: But it sounds encouraging.

Todd Glass: At least we have something.

Commissioner Weisheit: Yeah. Good deal.

PROCLAMATION 2018-01
NATIONAL TOLLING OF BELLS

Roger Emmons: Okay. Finally, the last item I have has to do with the Proclamation and it will be Proclamation 2018-01. Let me read this real quick. Whereas a century ago, four point seven million (4,700,000) American families sent their sons and daughters off to World War. And whereas men and women in the State of Indiana, County of Warrick, served selflessly and honorably in the Great War. Whereas sixteen thousand five hundred and sixteen (16,516) Americans gave their lives in the war and more than two hundred thousand (200,000) were wounded. And whereas the tolling of the bells is a traditional expression of honor and remembrance. And whereas that November 11, 2018 at 11:00 AM, will commemorate the one hundredth (100) anniversary of the Armistice of the eleventh hour of the eleventh day of the eleventh month when the Great War ended. Therefore, be it resolved that we, the members of the Warrick County Board of Commissioners, do proclaim November 11, 2018, to be a National Tolling of Bells to honor those who served in the Great War in Warrick County, Indiana. Testimony, whereas we have hereunto set forth our hands this 22nd day of October, 2018. Signature blocks for the Board and attestation by Debbie. This, Marlin sent me this and I think it was on Saturday and I finally saw it yesterday, but we have, what we're supposed to do, November 11th is on a Sunday, so if the Board's okay with this, I think Marlin and myself will come up that day. It's supposed to start at 11:00 AM; we're supposed to toll our bell twenty-one (21) times at five (5) second intervals, and we'll get that done. It will be done manually cause we can't set it up there to do that. But we've done that before.

Commissioner Saylor: You're going to climb that ladder?

Roger Emmons: I have more times than I care to remember, Dan. And I can do it again.

Commissioner Saylor: Okay. Do we need a motion for this?

Roger Emmons: Yes, to approve Proclamation 2018-01.

Commissioner Weisheit: I'll make that motion.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Commissioner Weisheit: Roger, will you send an email to our Veteran's Officer. It was a former Veteran's Officer that made that request. But make sure Bob knows about it. I'm sure he's aware of it, but make sure he knows we approved of that and that me and you'll take care of it.

Roger Emmons: I certainly will. I thank you.

Commissioner Johnson: Marlin ought to climb the ladder with you.

Commissioner Weisheit: Proudly will do that.

Roger Emmons: That's all I have, thank you.

Commissioner Saylor: Thank you, Roger.

(Proclamation 2018-01 is located on Page 34 of these Official Minutes)

COUNTY ATTORNEY
AMENDING PER DIEM RATES ON MEALS AND LODGING

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

Todd Glass: And two (2) items, Mr. President. The first is a proposed Ordinance amending Per Diem Rates for Meals and Lodging Reimbursement for County employees. If you wish, I'm happy to give you a brief summary of what these proposed changes are. I haven't gotten a lot of feedback, but on the lodging reimbursements of a hundred and sixty dollars ($160.00) per night, this proposed Ordinance would allow expenses greater than a hundred and sixty dollars ($160.00) per night for lodging to be approved in certain circumstances. That is seven (7) days prior to the overnight accommodation the employee submits to the Auditor's Office three (3) quotes from the area. Sometimes if you're going to Downtown Indianapolis, you're not going to find a hundred and sixty dollar ($160.00) a night lodging. But online or however you can easily get quotes if, if it's two hundred and sixty dollars ($260.00) a night all through that area. That would suffice. The three (3) or more lodging quotes submitted are for costs that exceed the hundred and sixty dollar ($160.00) limit. The employee submits to the Auditor a statement which would probably suffice, an email or other written statement, why he or she cannot get lodging for a hundred and sixty dollars ($160.00) or less and his or her supervisor/Office Holder/Department Head is aware of it and approve it. We've tried to add that flexibility into the Ordinance for costs that exceed a hundred and sixty dollars a night ($160.00). Then the proposal attempts to clarify the meal per diem reimbursements under Subsections C, a rate of fifty dollars ($50.00) per day, representing three (3) meals for each day in which an employee stays overnight. So if you're off and you have a two (2) overnight, County related business trip, you get two (2) lodging reimbursements and two (2) meal per diem reimbursements of fifty dollars ($50.00). One (1) for each day. So a hundred dollars ($100.00) total for example. However, if you incur a meal expenses for more than three (3) meals for each overnight stay, you can submit those additional meal expenses by request supported by receipt, and if that's the case then you get ten dollars ($10.00) for a breakfast meal, fifteen ($15.00) for a lunch meal, twenty dollars ($20.00) for a dinner meal. You can do that also in advance if the employee wishes. That per meal allotment of ten ($10.00), fifteen ($15.00), or twenty dollars ($20.00) would also apply when there does not include an overnight. So that, I don't know if that hits all the points of the Commissioners were looking at for clarification.

Commissioner Johnson: Counselor, I'm having, I understand your intent.

Todd Glass: Um hum.

Commissioner Johnson: On 'C,' where it says in the event of Warrick County employee has incurred expenses of more than three (3) meals for each overnight stay, you know, Dan and I eat a lot. And you know, we might go for that fourth meal. So how does that, that's how I'm reading into this.

Commissioner Saylor: Can I call a Commissioner out of order?

Todd Glass: Well, it was, it's meant to and maybe needed to be more clearly stated. What you are describing to me last time was that a County employee doesn't necessarily leave in nice neat twenty-four (24) hour increments.

Commissioner Johnson: That's true.

Todd Glass: Right? And sometimes Sheriff Deputies get home early in the morning and an hour out from home, they stop for breakfast at 3:00 AM. Well, that's a Thursday morning; they got their meal per diems for Wednesday, but they don't get another fifty dollars ($50.00) for Thursday. But they can turn in a one (1) breakfast meal additional. That is what it is meant to provide for and perhaps maybe needs some more (inaudible).

Commissioner Johnson: And I understand that intent, but the way I'm reading this, you could, it might be a little, still a little vague.

Todd Glass: Right, I can certainly recommend how to say that, I just don't know how I would say that right now. But it certainly, if, if you wish, you can provide me any other imput on it. If there's no great time crunch and maybe we can get it where you want it by this time next meeting.

Commissioner Saylor: Chief Deputy? Do you want to add anything to this? I know it has affected your department. Would that, did you catch that to where this ...?

Chief Deputy Sheriff Wilder: I, I, I'm not real sure how that...

Commissioner Johnson: Would you like to read this, Mike?

Chief Deputy Sheriff Wilder: Yeah, I don't like what we've had in questions. I think it's just the discrepancy of the original Ordinance. We have an officer leave in the morning. He's gone two (2) overnights. I think it's an agreement he's gone for forty-eight (48) hours, but on the third day, at 8:00 (AM), he's made that forty-eight (48) hours, but he still doesn't, he has class that entire day, then he comes back that evening. The way that the Auditor, as you interpret it, hasn't reached another twenty-four (24) hours, so he wasn't allowed a meal balance. But in our eyes, he was gone the entire day and wasn't, so...

Commissioner Johnson: I understand that.

Chief Deputy Sheriff Wilder: We're looking for just at least some clarification where he should have, he was still gone the entire day, just didn't meet the twenty-four (24) hour increment. So we'd like to see something in there where he would, you know, he'd still be entitled to his meals that day. Cause there's no reason, he had, at 5:00 (PM) on the day that he ended it in Indianapolis, he's not going to stay the night; he's gonna come on home.

Commissioner Johnson: And that's what we...

Chief Deputy Sheriff Wilder: But he didn't get any meal money for the day, cause he wasn't gone for another (inaudible), full twenty-four (24) hours.

Commissioner Saylor: Right, and Sheriff, that's why we tried to do this, to kind of address, kind of puts you in a bad situation and puts her in a bad situation. So we're trying to clean this up.

Chief Deputy Sheriff Wilder: Yeah.

Commissioner Saylor: And so...

Chief Deputy Sheriff Wilder: And I'm sure that doesn't just affect the Sheriff's Office and I know it's affected others travel some.

Commissioner Johnson: No, it doesn't, Mike, it affects anybody (inaudible).

Auditor Stevens: It affects everyone.

Chief Deputy Sheriff Wilder: That's what I'm saying, it's not just us, it's just we had one (1) recently.

Commissioner Saylor: Yeah.

Chief Deputy Sheriff Wilder: And, and I'm not blaming Debbie, she interprets different than what we interpret. That day, that guy turning in I think a five dollar ($5.00), just, that's all he had was lunch, but I think they, I feel like if you have an overnight and you're still gone a continuous eight (8) hour day, which is almost everybody's workday, you're entitled to the whole fifty ($50.00). But even not, just a receipted meal.

Commissioner Saylor: Yeah.

Chief Deputy Sheriff Wilder: You know, of what, you know, they were gone for that, but I mean that's you guys, but I'd at least like to see them get something. Cause they're gone again for the entire day. It's different when they're at home, but they're out of town. We all know meals are a little more expensive.

Commissioner Weisheit: Are you okay with the ten ($10.00) for breakfast, fifteen ($15.00) for lunch, and twenty ($20.00) for dinner?

Chief Deputy Sheriff Wilder: For me the dollar amount's fine. I mean I don't have a problem with the dollar amounts.

Commissioner Saylor: That's in addition...

Chief Deputy Sheriff Wilder: I was; I didn't get a chance to...

Commissioner Saylor: That's in addition to the fifty dollars ($50.00), the full per day, that's for the partial day. Is that, is that right?

Commissioner Johnson: That'd be for like your ride home.

Auditor Stevens: Correct.

Commissioner Saylor: Your travel time home.

Chief Deputy Sheriff Wilder: I mean, yeah, that would be fine. I mean but is there I guess so there is no discrepancy what time, you know, well, he got home at 3:00 (PM). Does that mean he would have gotten three (3)? I mean is there any question on that?

Commissioner Johnson: I guess I...

Chief Deputy Sheriff Wilder: I eat an 11:00 (AM) lunch. Some people a 1:00 (PM) lunch. He gets home, and I just don't want there to be a discrepancy on his times.

Commissioner Johnson: I don't, I don't think there should be. I think you can just bring your receipts in for that last day. You know, stop for breakfast, lunch or whatever it may be.

Chief Deputy Sheriff Wilder: I mean, yeah...

Auditor Stevens: Right.

Chief Deputy Sheriff Wilder: I mean if a guy gets home at noon, I don't think he should have three (3) meals. But he may have had lunch.

Commissioner Weisheit: He may have had two (2) for sure.

Chief Deputy Sheriff Wilder: May have had two (2) (inaudible).

Commissioner Johnson: I'm having trouble with this 'C' on the verbiage about where, about the three (3), if you need an extra meal. I mean it sounds to me like you're in that overnight stay where you get your fifty dollar ($50.00) per diem and you eat more than three (3) meals and you need a midnight snack...

Auditor Stevens: Ah, I see what you're saying.

Chief Deputy Sheriff Wilder: I see what you're saying too. If you've incurred more than three (3) meals, but I think the fifty dollars ($50.00) is just to cover if you eat five (5) meals or one (1) meal.

Commissioner Weisheit: Yeah. I think that's okay.

Chief Deputy Sheriff Wilder: Yeah, I do too. And you could go over fifty ($50.00), but it's on you.

Commissioner Saylor: Then it's on you.

Commissioner Johnson: I understand.

Commissioner Saylor: (Inaudible) three (3) meals a day, which (inaudible).

Auditor Stevens: So now that we're discussing that, I would say make that a little more clear there.

Todd Glass: Yes.

Auditor Stevens: Cause then it could be, I ate four (4) meals, or I ate five (5) meals...

Chief Deputy Sheriff Wilder: I ate my fifty dollars ($50.00) and need another meal.

Auditor Stevens: So, it says that I can. I can see that going somewhere too.

Commissioner Saylor: I see what you're saying.

Todd Glass: Auditor Stevens, what if we did a ten ($10.00), fifteen ($15.00), twenty dollar ($20.00) allotment per meal period, and did away with the fifty dollar ($50.00) per diem? Or some other number?

Auditor Stevens: I'm fine with (inaudible).

Commissioner Johnson: Well, the reason we did that, Todd, was to not gather day's worth of receipts.

Commissioner Weisheit: Yeah. And when they're staying overnight, then they can take their per diem.

Chief Deputy Sheriff Wilder: Fifty dollars ($50.00) a day, I think, I mean really, knock it down to fifty dollars ($50.00) a day for every overnight stay and then on the last day that you stayed, then this meal, lunch and dinner would be...

Commissioner Johnson: But the only discrepancy I have on this is the way it's written, I may need four (4) meals in a day and I get that fifty dollars ($50.00) and then I get paid, I bring Debbie a receipt for that fourth meal.

Todd Glass: Well, we don't want to create that ambiguity.

Roger Emmons: You don't need four (4) meals; you want four (4) meals.

Commissioner Johnson: Exactly.

Todd Glass: The point about this amendment would be to clarify not confuse.

Commissioner Saylor: Right.

Auditor Stevens: So...

Chief Deputy Sheriff Wilder: I mean I don't, I don't, we don't want to see, I don't think anyone's out to make money on this, but I do feel like one (1) of my employees or I'm sure your employees are out of town they should not have to be, not cost them a meal or have to go eat cheese and you know different places cost different fees, meals.

Commissioner Weisheit: I'm okay with this as long as we can see it cleared up where Bob's happy with it and Debbie understands it. We'll all be okay then.

Commissioner Johnson: Yeah. Yeah. I just want it to be more black and white.

Commissioner Weisheit: Can we just table it for two (2) weeks?

Commissioner Weisheit: Then we can clear up this (inaudible) and make it a little more easier, so I'll make a motion to table it for two (2) weeks to clear up Section C.

Commissioner Saylor: Okay. Do I have a second?

Commissioner Johnson: I'll second it.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. President.

GREENLIFE DEVELOPMENT AGREEMENT AMENDMENT

Todd Glass: I, I also just got in late Friday an amendment to the Economic Development Agreement between the Warrick Economic Development Department and Greenlife Development, LLC, for the Victoria National Development Project. And this just simply amends the previous development agreement to allow for construction of the project to begin by March 31, 2019, before the agreement can be cancelled. So it's just an extension of the beginning of the construction of the project. It has been approved by Economic Development Department, signed by Mr. Taylor, and Mr. Cassala with Greenlife Development and Economic Development has requested this Board's approval.

Commissioner Weisheit: Make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you. Nothing further.

Commissioner Saylor: Thank you.

(Greenlife Development Agreement Amendment is located on Page 34 of these Official Minutes)

COUNTY AUDITOR
NON-CERTIFIED CLAIMS

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

Auditor Stevens: Okay, thank you. I'll go through Non-Certifieds first. I have PC Quest, hourly rates that are not included in the contract.

Roger Emmons: May I say something on that?

Auditor Stevens: Yeah.

Roger Emmons: You had Aaron scheduled on the agenda for a past meeting. He didn't show so you tabled (inaudible), in the meantime PC Quest has sent, although it's not an agreement, and I wouldn't (inaudible), but just for your information, it's put on an onsite work order/invoice. It just establishes their labor inclusive of travel for their A+ Certified Senior Network Analyst at ninety-five dollars ($95.00) per hour. So we do have it in writing but you haven't accepted it.

Commissioner Johnson: And I, what's the date on this particular claim?

Roger Emmons: It's August 30th, but I don't think I...

Commissioner Johnson: I wanted the date on this claim.

Auditor Stevens: 09-28-(2018). September 28th.

Commissioner Johnson: That was before, I was just trying to figure out if it was before Guy or not. That's what I'm trying to figure out.

Roger Emmons: Yes.

Auditor Stevens: Yes.

Roger Emmons: Yeah, cause you mentioned that he won't need PC Quest now that we have Guy.

Commissioner Johnson: Yes.

Auditor Stevens: Okay. You want me to move on?

Commissioner Johnson: Make a motion to pay that claim for PC Quest.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Two (2) more. I have a, a claim from Highway Department, water, ibuprofen, spoons, coffee, and the total of the claim is eighty-nine dollars and one cent ($89.01).

Commissioner Weisheit: Motion to pay it.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: (Inaudible).

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

Auditor Stevens: Alright, I have one (1) more claim on Non-Certifieds. This is similar to one (1) that I emailed you that I'll get to where someone from Community Corrections is going to training in Indy. Same thing as what I emailed you earlier and I'll talk about that on the Certified Claims. But the Executive Director of Community Corrections did provide information, quotes from other hotels and they did choose the hotel with the lowest rate but it still exceeds, well exceeds the hundred and sixty dollars ($160.00) a night. And, so, this will be Non-Certified. It's, it's up to you, you know, you're going to determine, does the employee pay the difference or based on the presentation of the quotes that she has here, they did their due diligence and they really did try to find a room.

Commissioner Weisheit: They gave you three (3) estimates there that they got?

Auditor Stevens: More than enough. She has about, she has one (1), two (2), three (3), four (4), five (5), six (6), seven (7) including the lowest.

Commissioner Weisheit: And they took the lowest room? Sounds like she did her best to get the lowest rate she could.

Auditor Stevens: She did.

Commissioner Weisheit: So I'll make a motion to pay that claim.

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).

Auditor Stevens: Okay and I forgot to enter that amount. It was one thousand six hundred seventy dollars and thirty-four cents ($1,670.34). But that's for, let's see, we have one (1), two (2), three (3) folks going. And two (2) nights each.

Commissioner Weisheit: Six (6) nights.

(Non-Certified Claims are located on Page 35 of these Official Minutes)

CERTIFIED CLAIMS

Auditor Stevens: And then on Certified Claims, this includes one (1) that I had emailed you on and same, same department, same Director, and she did provide, which I had emailed to you on October 9th, where they had checked with multiple hotels. They were either no vacancy or higher rates than the one (1) they chose. So we paid this because they had to have it in advance and if you choose not to have the employee pay the difference, I'll just keep it in with the Certifieds. Would that be your wish?

Roger Emmons: I, that the one (1) you just had them approve?

Auditor Stevens: A similar situation, two (2) different, two (2) different trainings.

Roger Emmons: Oh, okay. Okay. Same department though?

Commissioner Weisheit: Which would you prefer? Go ahead and approve it on Non-Certifieds?

Auditor Stevens: I have it on the Certifieds.

Commissioner Weisheit: You do?

Auditor Stevens: Because I had emailed and provided to you all of the information. The only determination you would have to make outside of the Certifieds is whether the employee would pay the difference. So if you want to approve it just as it is...

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

Auditor Stevens: Okay, so that, that is included in our total Certified Claims of two million five hundred four thousand one hundred ninety-six dollars and three cents ($2,504,196.03).

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: Motion to pay the Claims.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

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

Commissioner Weisheit: Thank you.

Commissioner Saylor: Thank you.

(Claims are located on Pages 35 through 38 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
APPROVAL OF PURCHASE FOR SINGLE AXLE DUMP TRUCK

Commissioner Saylor: Mr. Howard? County Engineer.

Bobby Howard: Yes, I have one (1) item that I'd like for the Highway Department. It's the approval of a purchase of a single axle dump truck, used. I did get three (3) quotes and we did have someone in Henryville, Indiana. The low quote was twenty-one thousand eight hundred dollars ($21,800.00) for a 2006 International and I recommend approval of this tonight so that we can take delivery of this truck.

Commissioner Johnson: Make a motion to approve.

Commissioner Weisheit: Second.

Commissioner Saylor: Any discussion? Bobby, is that, you buying this sight unseen? Do we have a warranty or...?

Bobby Howard: We talked to them about that, and we're not giving them any check if there's some problem with the vehicle on inspection.

Commissioner Saylor: You have to inspect, okay. All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: (Inaudible).

Commissioner Saylor: Aye. Motion carries three, zero (3-0). Thank you. Is that all for you, Bobby?

Bobby Howard: Yes, thank you.

Commissioner Saylor: Thank you.

(Dump Truck Paperwork is located on Page 39 of these Official Minutes)

COUNTY PURCHASING
HIGHWAY DEPARTMENT
BIDS FOR THREE 2020 INTERNATIONAL WORK STAR TANDEM AXLE TRUCK WITH DUMP BODIES, SNOW PLOWS, SAND AND SALT SPREADERS

Commissioner Saylor: County Purchasing? Mr. Grassman.

Joe Grassman: Joe Grassman, Purchasing Manager. Let me get all my stuff here. Okay at the request of the Highway Department, I solicited bids for three (3) new 2020 International Work Star Tandem Axle trucks, dump trucks with snow bodies or snow plows and sand and salt spreader attached. I sent out eight (8) invitations to bid all over the place: Indianapolis, Nashville, Louisville, Cincinnati, etcetera, etcetera. Sent out eight (8) invitations to bid and received two (2) and I'll say two (2) or three (3), but I'll get to the third one (1) here in a minute. But I have two (2) bids from International dealers which I'm going to open and read. This one (1) is from Sternberg International, Evansville, Indiana. With the trucks, we have numerous items for trade-in. So I asked them to give me a price per truck and then to give me quantities for trade-in and then they give me a, a net amount. So how much of that do you want? You want just the net amount today?

Commissioner Weisheit: What do you (inaudible)?

Joe Grassman: In other words, the price of the new trucks with the plows, with the dump body, with the spreaders, less trade-ins would be a net figure.

Commissioner Johnson: Bobby, you trading that truck for truck? What are we doing here?

Bobby Howard: I have three (3) tandem trucks trading in and one (1) single axle. So four (4) trucks for three (3) trucks.

Joe Grassman: Yeah, they're actually, Bob, there's a list of different items. Four (4) different trucks, four (4) different plows, and two (2) different spreaders.

Commissioner Johnson: So, I'd go for the net.

Commissioner Weisheit: That's fine with me.

Joe Grassman: Okay. The, from Sternberg International, the net for three (3) new 2020 International trucks specked out as we just mentioned, is four hundred and twenty-four thousand one hundred and fifty-seven dollars ($424,157.00). That's four thousand ($4,000.00)...excuse me, four hundred thousand twenty-four dollars ($400,024.00)...

Roger Emmons: I thought you said four hundred twenty-four thousand ($424,000.00) (inaudible).

Joe Grassman: I did. Four hundred twenty-four thousand one-fifty-seven ($424,157.00). Yeah.

Commissioner Weisheit: And that's the difference for the trade?

Joe Grassman: That's for all the trucks, new trucks, features, less the trade in values.

Commissioner Saylor: So, Joe what were we getting on the trades? Does it have a figure there?

Joe Grassman: Yeah, twenty-five thousand dollars ($25,000.00).

Commissioner Saylor: For the...?

Commissioner Weisheit: All four (4) trucks?

Commissioner Saylor: Four (4) trucks?

Joe Grassman: For everything.

Commissioner Saylor: Hmm.

Joe Grassman: For that whole list of equipment.

Commissioner Johnson: Wow.

Joe Grassman: Twenty-five thousand dollars ($25,000.00).

Commissioner Saylor: Okay.

Joe Grassman: Alright, I'll go on to number two (2) here. This is from, I'm not sure how to pronounce this. It's U-H-L, UHL Truck Sales and they're in Palmyra, Indiana. It think their, I think their main office is in Louisville. This is like; it must be like a branch. Okay. Their net bid is four hundred twenty-five thousand dollars nine hundred ($425,900.00)...four hundred twenty-five hundred nine hundred forty-one dollars and sixty-five cents ($425,941.65). That's four-two-five-nine-four-one and sixty-five cents ($425,941.65).

Commissioner Saylor: Joe, do we have a trade-in number on...?

Joe Grassman: Their trade-in number is eighteen thousand dollars ($18,000.00).

Commissioner Johnson: Bobby, would you be better off keeping those trucks?

Commissioner Johnson: Apparently.

Commissioner Saylor: Did they look at them?

Bobby Howard: Yes. They came and they took pictures.

Commissioner Saylor: Okay.

Joe Grassman: Yeah, even these people from Louisville came over.

Commissioner Saylor: Okay.

Joe Grassman: Okay, now, this third bid is, I received it today. It's for a Freightliner truck. We of course specified clearly in the bids that we were looking for International trucks. This by nature is automatically not responsive; does not comply with what is, what is requested in the invitation bid which was bids on International 2020 Work Star. So I can open this bid or...

Commissioner Johnson: Be interesting to see what's on it. Bobby, you...?

Todd Glass: That's fine...

Commissioner Johnson: But it doesn't qualify?

Todd Glass: Yeah, it would only change everything if you would consider it as something you would consider.

Commissioner Saylor: We would have to rebid. Refuse these and rebid, right?

Todd Glass: Um hum.

Commissioner Weisheit: But that could throw the flag up.

Todd Glass: He's opening a non-compliant bid that the Board is not going to consider.

Joe Grassman: Okay. Four hundred and twenty-two thousand eight hundred and ten dollars ($422,810.00).

Roger Emmons: Who is it again?

Joe Grassman: I'm sorry, this is Truck Centers, INC. That's Truck Centers, C-e-n-t-e-r-s, INC, Evansville, Indiana. Their trade-in value was seventeen thousand dollars ($17,000.00) and again the net bid was four hundred and twenty-two thousand eight hundred and ten dollars ($422,810.00).

Commissioner Saylor: Bobby, what are we trading in? Are they Internationals?

Bobby Howard: Yes. Well, no, two Volvos, a Sterling, and an International.

Commissioner Johnson: Bobby, are the spreaders any count? Could you keep them for back-up in case of emergency? Or, cause you're not getting much money.

Bobby Howard: I am keeping one (1) spreader for a back-up and I was trading in two (2). I was keeping the best one (1) and trading in the two (2).

Commissioner Johnson: Okay.

Commissioner Weisheit: Bobby, you got funding in place for these?

Bobby Howard: This is all based on the approval of the budget for 2019, yes. I actually, they're all coming in seventy thousand ($70,000.00) under what I estimated. So...

Commissioner Weisheit: Bobby, what did we pay for the three (3) triaxles? That was what, two (2) years ago?

Bobby Howard: Yeah, that was a monthly payment or yearly payments on that are a hundred and fifteen thousand ($115,000.00) I believe.

Commissioner Weisheit: You remember what the total cost of those three (3) trucks was?

Bobby Howard: It was six...six-seventy ($670,000.00)?

Joe Grassman: You mean the total cost?

Commissioner Weisheit: And I was just comparing what those three (3) trucks was to what these, yeah.

Commissioner Johnson: (Inaudible), Bobby.

Joe Grassman: I believe he's right, that ballpark.

Commissioner Weisheit: So, it was considerably more than what these three (3) tandems are.

Bobby Howard: Yes.

Commissioner Weisheit: I'd forgot. I remember it was around a half a million ($500,000.00), I thought.

Commissioner Saylor: Do I have a motion...

Bobby Howard: It's just a hundred thousand ($100,000.00) more.

Commissioner Johnson: You going to go with the low bidder?

Roger Emmons: Take under advisement, Joe?

Todd Glass: You'd take under advisement.

Bobby Howard: Take under advisement.

Todd Glass: The two (2) compliant bids.

Commissioner Saylor: Okay.

Joe Grassman: Yeah, that's okay. Give me time to look them over.

Commissioner Saylor: Okay, do I have a motion?

Commissioner Weisheit: I'll make that motion to take them under, the two (2) compliant bids, under advisement.

Commissioner Johnson: And I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Joe Grassman: Okay.

Commissioner Johnson: Thank you, Joe.

Commissioner Saylor: Thanks, Joe.

Joe Grassman: Thank you.

SHERIFF

Commissioner Saylor: Next item on the agenda is our County Sheriff. Chief Deputy Wilder?

Chief Deputy Sheriff Wilder: I'll be brief. Chief Deputy Wilder, Sheriff's Office. Just something, I got a chance to read this that you handed me, Bob, the meal thing.

Commissioner Johnson: Yes, Sir.

Chief Deputy Sheriff Wilder: (Inaudible) go back, but one (1) thing I noticed on our SOP, that it used to read, and might make it a little clearer, our SOP reads that through eight (8) continuous hours prior or after an overnight stay, you would receive the meal balance. So if you left and you were gone more than eight (8) hours and you spent the night, and covered both of those days. Now if you went up at 7:00 (PM) at night, cause you had a real brief, you wouldn't qualify for the full fifty ($50.00) then you'd drop back. But if you were gone eight (8) continuous hours prior or after an overnight stay, so you go up at 8:00 (AM) in the morning, training all day, stay the night, go to train all the next day, and come back, you're still gone the continuous eight (8) hours but you only had the one (1) overnight to qualify both times for that meal. I don't know if that's any clearer or not, but you're gone more than a total workday...

Commissioner Saylor: In travel.

Chief Deputy Sheriff Wilder: In travel or in class. Or whatever. There's different ways, but that's just what I thought of.

Commissioner Weisheit: But it don't say anything about a per diem, just that you're covered for the meals.

Chief Deputy Sheriff Wilder: Yeah, cause that's how the older style did it that way. But it helps you if you were only gone one (1) night, but you were still gone several hours, you know, ten (10) to twelve (12) hours in a day but didn't get the full twenty-four (24) hours. Cause we have a lot of guys that go up just for the meeting, cause the, Indianapolis is an hour ahead of us and it starts at 7:00 (AM). Some people choose to go up at 4:00 (AM) in the morning. Some guys like to go up, but they wouldn't be going then eight (8) hours. They wouldn't qualify for the full meal, just one (1).

Commissioner Johnson: And that saves us a hotel costs.

Commissioner Saylor: That saves us a hotel.

Chief Deputy Sheriff Wilder: Yeah.

Commissioner Saylor: So, I mean I would rather pay a hotel, or I mean a meal than...

Commissioner Weisheit: But you're okay for those day, those, the allotment of ten ($10.00), fifteen ($15.00), and twenty ($20.00)?

Roger Emmons: Todd, would it help you if I emailed that SOP to you?

Todd Glass: No, I wrote that down.

Chief Deputy Sheriff Wilder: And you can make it ten (10), twelve (12) or whatever you felt more comfortable with, you know, a work day. Sorry, something I thought about.

Commissioner Saylor: No.

Todd Glass: Thank you.

Commissioner Saylor: Thanks for your input.

Commissioner Johnson: Thank you, Mike.

Commissioner Saylor: Is that all you had, Mike?

Chief Deputy Sheriff Wilder: Yes.

Commissioner Saylor: Thank you, Sir.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: Commissioner Weisheit?

Commissioner Weisheit: I have nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: Nothing.

Commissioner Saylor: Anybody up here? You good? Okay. Do I have a motion?

Commissioner Weisheit: Hold, you've got a gentleman here that wants to speak.

Commissioner Saylor: Oh. You're not on the agenda, but we'll let you speak.

Don Gibbs: Well, I just...

PUBLIC COMMENT
DON GIBBS

Commissioner Weisheit: State your name for the record, please.

Don Gibbs: Don Gibbs, I live in Evansville. I'm not a Warrick...I live in Evansville. I just wanted to commend the Commissioners for the Proclamation acknowledging a very, very big event in American history. It gets overlooked.

Commissioner Weisheit: Yes, it does.

Don Gibbs: And the longer it goes, the more people fade, and especially commend your County Administrator who's apparently going to climb up some kind of ladder.

Roger Emmons: I think Marlin's going to help.

Commissioner Weisheit: I wasn't going to let him go by himself. He volunteered to do it himself. But it is kind of a hazard getting up there and down, so, for two (2) old men.

Don Gibbs: Especially on a Sunday. I am a Veteran and I think it's, you do well for the County to remember these things. It will be overlooked in a lot of places.

Roger Emmons: We appreciate your service.

Commissioner Johnson: (Inaudible).

Commissioner Saylor: And we appreciate your service. Thank you.

Don Gibbs: Thank you all. It's a heartfelt thing and it's not going to be done too many places. You ought to be commended for it.

Commissioner Weisheit: Thank you, Don.

Commissioner Johnson: Thank you.

Commissioner Saylor: Thank you. 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 5:07 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

DAN SAYLOR, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

MARLIN WEISHEIT, MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

2018R-008738
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
10/29/2018 01:44 PM
REC FEE: 0.00
PAGES: 2

DEDICATION OF RIGHT OF WAY

We, the Board of Commissioners, Warrick County, Indiana, the owners of certain Real Estate as herein described, do hereby dedicate the same public right of way for public use as a public road as more particularly described in the referenced Warranty Deed attached hereto:

1. Warranty Deed from Maken Corporation ("Grantor") to Warrick County, Indiana, by and through the Warrick County Board of Commissioners ("Grantee") and recorded as Instrument Number 2018R-008737 in the Office of the Recorder of Warrick County, Indiana.

IN WITNESS WHEREOF, the Board of Commissioners, Warrick County, Indiana hereinafter execute this Dedication of Right of Way this 22 day of October, 2018.

Dan Saylor, President

Robert Johnson, Vice-President

Marlin Weisheit, Member

ATTEST:

Debbie Stevens, Auditor, Warrick County

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

Before me, a Notary Public in and for said County and State, personally appeared Dan Saylor, Robert Johnson, and Marlin Weisheit, known to me to be the Commissioners of Warrick County, Indiana, who as such Commissioners acknowledged execution of the foregoing document, and who, having been duly sworn, stated that any representations therein contained are true.

Subscribed and sworn to before me this 22 day of October 2018.

My Commission Expires:

Notary Public (Signature)

County of Residence

Printed Name of Notary Public

OFFICIAL SEAL
SUZANNE R. TAYLOR
NOTARY PUBLIC, STATE OF INDIANA
WARRICK COUNTY 663439
My Comm. Expires April 18, 2025

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

Before me, a Notary Public in and for said County and State, personally appeared Debbie Stearns, known to me to be the Auditor of Warrick County, Indiana, who as such Auditor acknowledged execution of the foregoing document, and who, having been duly sworn, stated that any representations therein contained are true.

Subscribed and sworn to before me this 22 day of October 2018.

My Commission Expires:

Notary Public (Signature)

County of Residence

Printed Name of Notary Public

OFFICIAL SEAL
SUZANNE R. TAYLOR
NOTARY PUBLIC, STATE OF INDIANA
WARRICK COUNTY 663439
My Comm. Expires April 18, 2025

This instrument was prepared by Jeramy A. Elrod, Morley and Associates, Inc., 4800 Rosebud Lane, Newburgh, IN 47630, Phone: 812-464-9585. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Jeramy A. Elrod

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

Duly Entered For Taxation Subject
To Final Acceptance For Transfer

OCT 29 2018

WARRICK CO. AUDITOR

2018R-008737
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
10/29/2018 01:44 PM
REC FEE: 0.00
PAGES: 3

WARRANTY DEED

THIS INDENTURE WITNESSETH, that **MAKEN CORPORATION**, of Warrick County, Indiana (hereinafter "Grantors") do hereby convey and warrant to **WARRICK COUNTY, INDIANA BY AND THROUGH THE WARRICK COUNTY BOARD OF COMMISSIONERS** (hereinafter "Grantee") for One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, certain real estate situated in Warrick County, State of Indiana, and more particularly described as follows:

Parcel A:

Part of the Southeast Quarter of the Southwest Quarter of Section 18, Township 6 South, Range 8 West in Boon Township, Warrick County, Indiana being part of the property conveyed to Maken Corp. recorded in Deed File 2, Card 18017 in the office of the Recorder of Warrick County, Indiana and being more particularly described as follows:

Commencing at the Northeast Corner of said Quarter Quarter Section; thence along the north line of said Quarter Quarter Section, North 88 degrees 52 minutes 33 seconds West 1064.62 feet; thence South 01 degrees 07 minutes 27 seconds West 98.17 feet; thence South 43 degrees 28 minutes 22 seconds East 162.54 feet to a point on the proposed northwest line of Abbe Wood Drive; thence along said proposed northwest line, South 42 degrees 08 minutes 44 seconds West 4.62 feet to the true **POINT OF BEGINNING**; thence South 47 degrees 51 minutes 16 seconds East 50.00 feet to a point on the proposed southeast line of Abbe Wood Drive; thence along said proposed southeast line, South 42 degrees 08 minutes 44 seconds West 20.00 feet; thence North 47 degrees 51 minutes 16 seconds West 50.00 feet to a point on said proposed northwest line of Abbe Wood Drive; thence along said proposed northwest line, North 42 degrees 08 minutes 44 Seconds East 20.00 feet to the point of beginning, containing 1,000 square feet (0.02 acres) more or less.

Subject to all easements, restrictions, and rights-of-way of record.

Parcel A is illustrated in Exhibit "A-1", which is incorporated hereto as if fully set forth herein. Grantor hereby specifically acknowledges and agrees that the Real Estate is conveyed in fee simple absolute, subject to any and all easements, conditions and restrictions of record, and that no reversionary rights whatsoever shall remain with the Grantor, or any successors in title to the abutting lands of the Grantor, notwithstanding and subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and transfer by the Grantee or its successors in title, of a portion or all of the Real Estate or any right-of-way, roadway or roadway appurtenances established thereon. This acknowledgement and agreement shall be a covenant running with the land and shall be perpetual and binding upon the Grantor and all successors and assigns. The Grantor warrants it is the owner in fee simple of the real estate hereby conveyed and has good title to convey the same.

1

Tax Duplicate Discharged
Auditor's Parcel Number
Assessor Approved
By:

IN WITNESS WHEREOF, the said Grantor, **MAKEN CORPORATION** has hereunto set its hand and seal this 11th day of October, 2018.

MAKEN CORPORATION

Daniel J. Ubelhor, President

STATE OF INDIANA)
) SS:
COUNTY OF Warrick)

Before me, the undersigned, a notary public in and for said County and State, appeared **MAKEN CORPORATION** by and through Daniel J. Ubelhor soley in his capacity as President, who acknowledged the execution of the foregoing Warranty Deed for and on behalf of said Grantor; and who having been duly sworn, stated that the representations therein contained are true.

Subscribed and sworn to before me this 11th day of October, 2018.

My Commission Expires:
August 6, 2026

Notary Public (Signature)

Vanderburgh
County of Residence

Bret A. Sermersheim
Printed Name of Notary Public

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

Grantor: Maken Corporation
3922 Bell Road
Newburgh, IN 47630

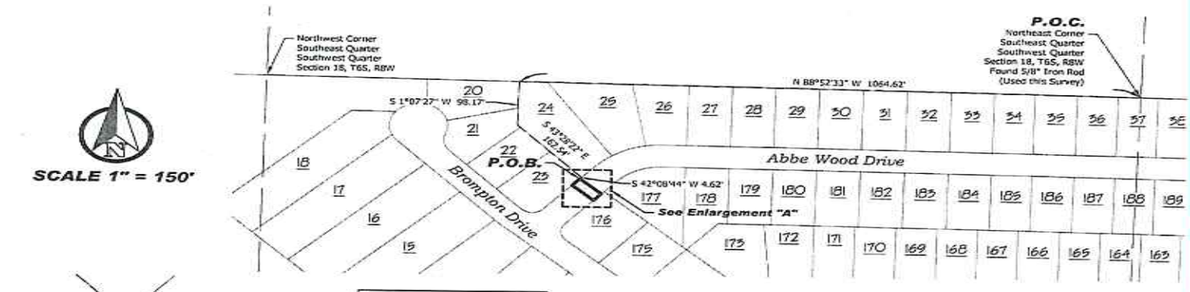
Grantee: Warrick County, Indiana by and through the
Warrick County Board of Commissioners
107 West Locust Street, Suite 301
Boonville, IN 47601

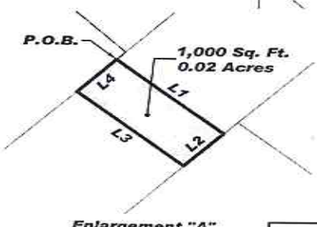
BRET A SERMERSHEIM
Notary Public, State of Indiana
Resident of Vanderburgh County, IN
My Commission Expires: August 6, 2026
Commission Number NP0715205

This instrument was prepared by Jeramy A. Elrod, Morley and Associates, Inc., 4800 Rosebud Lane, Newburgh, IN 47630, Phone: 812-464-9585. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Jeramy A. Elrod

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

2





Enlargement "A"
Scale: 1" = 30'

Line Data Table

Line #	Direction	Length
L1	S 47°51'16" E	50.00'
L2	S 42°08'44" W	20.00'
L3	N 47°51'16" W	50.00'
L4	N 42°08'44" E	20.00'

BRET ALAN SERMERSHEIM REGISTERED No. LS 20200009 STATE OF INDIANA LAND SURVEYOR

MORLEY ARCHITECTS | ENGINEERS | SURVEYORS
4800 Rosebud Ln. Newburgh, IN 47630
812.464.9585 Office 812.464.2514 Fax
morleycorp.com

Abbe Wood Drive Right-of-Way
Exhibit "A-1"

Surveyed: B.A.S.	Job No.: 9762
Drawn by: J.E.V.	Date: 9/18/2018
File name: 9762 Right-of-Way #4	

FILED OCT 12 2018 WARRICK COUNTY AREA PLAN COMMISSION

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

10/22/18

October 12, 2018
Warrick County Highway Engineering
Attn: Bobby Howard
107 W Locust Street - Courthouse, Room 208
Boonville, IN 47601

Re: Park Place V PUD
Release of Commercial Driveway Surety 2017-066-C
Morley Project # 5063

Bobby,

On behalf of our client Maken Corporation, we are requesting the release of surety for the above referenced commercial driveways. We have inspected the two driveways and they are in general compliance with the approved permit.

Please let me know if you have any questions.

Thank you,

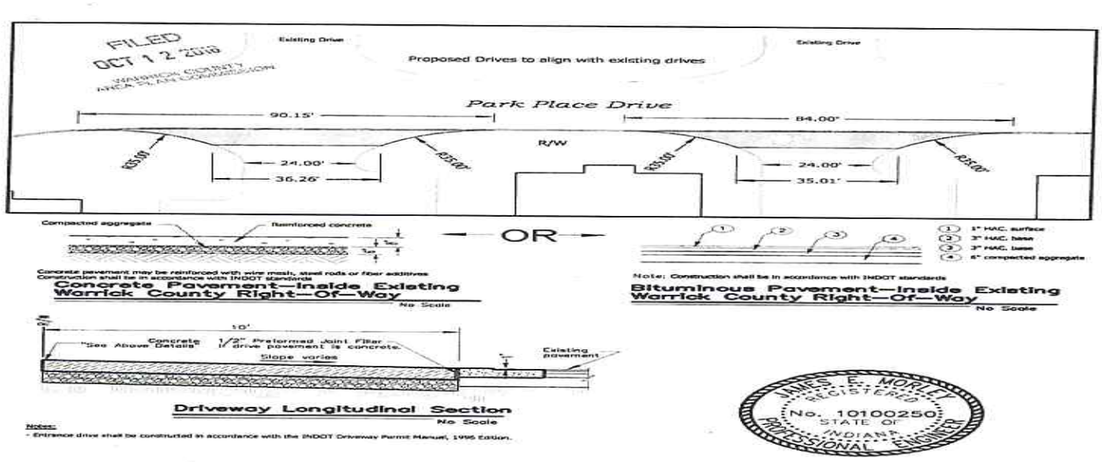
James E. Morley P.E., P.L.S.

cc: Maken Corporation
APC

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

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: 10/22/18

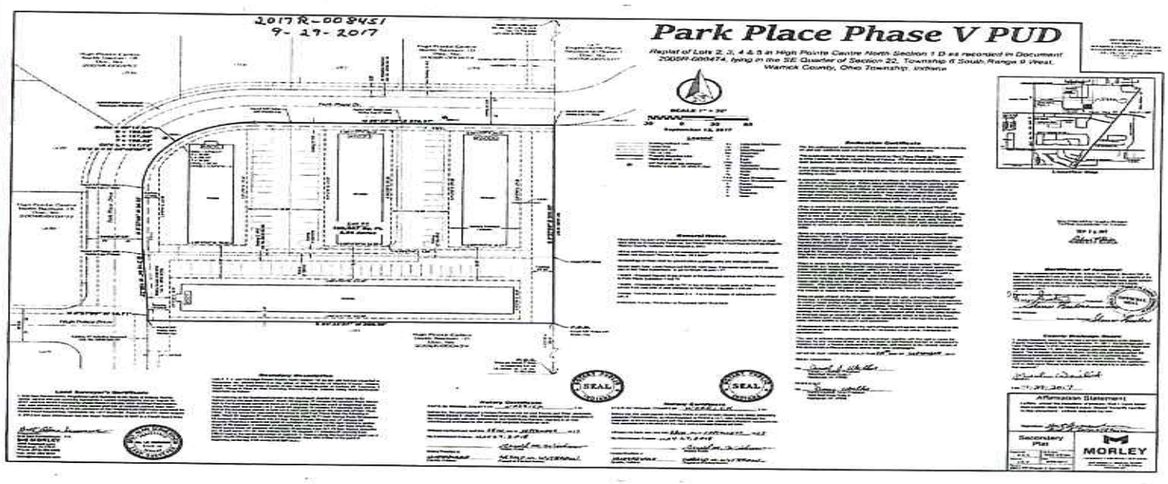


JAMES E. MORLEY REGISTERED No. 10100250 STATE OF INDIANA PROFESSIONAL ENGINEER

MORLEY ARCHITECTS | ENGINEERS | SURVEYORS
4800 Rosebud Ln. Newburgh, IN 47630
812.464.9585 Office 812.464.2514 Fax
morleycorp.com

Commercial Drive Permit
Park Place V PUD
Maken Corporation

Designed by: JEM	Project No.: 5063.4.010A
Drawn by: JAF	Date: 8.1.2017
File name: 5063 PP V Civil Base	



MERITAIN™ HEALTH
An Aetna Company

Meritain Health High Cost Drug Management

Meritain Health's High Cost Drug Management program is a timely, tailored program designed to support members and plans with the high-cost of drugs. Medical management support is extended to members who are prescribed injectables and home infusions with a cost over $2,000 under the medical benefit, but don't meet the criteria for case management. As a result, we are able to impact quality and savings in this complex and evolving specialty market.

Savings are achieved through medical necessity reviews, steerage to cost effective sources and alternate care settings, improved medication adherence rates and averted complications through member education. Through collaboration with your Pharmacy Benefit Manager (PBM) and High Cost Drug Management, Meritain Health can provide additional support to complement your existing programs.

- Precertification/ preauthorization request if received
- Case is open and assigned to High Cost Drug Management
- Contact provider and obtain plan of treatment
- Complete medical necessity determination
- Review plan language for any exclusions or steerage requirements
- Compare cost of drugs and administration through available resources
- Provide member education and support for medication adherence and steerage options for obtaining the medication and administration
- Collaborate with providers, PBMs, specialty pharmacies, home infusion providers to set up services
- Ongoing member education, support and advocacy to support medication adherence and identify potential complications

Program highlights

The High Cost Drug Management program provides care management and cost containment solutions for high-cost drugs:

- Patient support for medication adherence by dedicated case managers
- Plan protection through medical necessity determination for high-cost drugs
- Physician review conducted by a panel that includes a board-certified pharmacist
- Steerage to in-network providers and alternate care settings
- Potential coordination with PBM
- Identification source for members who are appropriate for case management

www.meritain.com | © 2018-2019 Meritain Health, Inc. All rights reserved.

Pre-Certification

Roger Emmons

From: dwaltz@sigecom.net
Sent: Tuesday, September 25, 2018 11:06 AM
To: 'Roger Emmons'
Cc: 'Dan Saylor'; bob@warrickcounty.gov; 'Marlin Weisheit'
Subject: FW: Warrick County Government - Precertification & High Cost Drug Management 1-1-19
Attachments: Meritain_Brief_High-Cost-Drug-Management_1117.pdf
Importance: High

Roger,

Meritain is recommending we modify our list of procedures requiring pre-certification. Their recommended list is outlined in Christina Tinch's memo below. The basic idea here is that Meritain and American Health Holding have developed their list based on their experience and data from the American Medical Association to maximize the effectiveness of our pre-certification program. Their list includes some items that should require pre-certification but currently do not, like Sleep Studies. There are also some items that currently require pre-certifications that should not, like orthopedic MRIs. I would suggest we adopt Meritain's list because they have targeted procedures and services that are more susceptible to unnecessary overutilization, and their list is based on their experience, which we should take advantage of as a credible source of information.

We also are currently using Meritain's case management services for medical case management. One example is the possible lung transplant we have, which is being managed by Meritain and Aetna. Meritain would like to add "High Cost Drug Management" to our case management services. Please review the attachment for more information. I would also recommend we approve the High Cost Drug Management program.

I will be out of the office next week, and neither of these options require a quick decision. We wanted to get this information to the Board, with plenty of time for any questions or discussion.

If we can assist further at any time, please let me know.

Thanks very much!

David A. Waltz, CFP®, CRPC®, MS
D. A. Waltz & Associates
101 Plaza East Blvd., Suite 203
Evansville, IN 47715
Phone (812) 473-9890 * Fax (812) 479-0310

From: Tinch, Christina <Christina.Tinch@meritain.com>
Sent: Monday, September 24, 2018 9:17 AM
To: 'dwaltz@sigecom.net' <dwaltz@sigecom.net>
Cc: Tinch, Christina <Christina.Tinch@meritain.com>
Subject: Warrick County Government - Precertification & High Cost Drug Management 1-1-19
Importance: High

Hi David,

In an effort to provide the most effective pre-certification process possible, Meritain recently reviewed the value of specific services based on our experience as well as recommendation from The American Medical Association (AMA), and from there we have defined a recommended model pre-certification list of services with proven efficacy.

Meritain recommends items for pre-certification that are proven to drive down utilization costs by eliminating unnecessary services or that are of value in early identification of Case Management needs. By limiting pre-certification to only those items which are impactful, we reduce barriers to appropriate care for providers and members.

Below is the current list of items/services which require pre-certification under Warrick County Government's plan today. Then, below that, I have listed the new recommended pre-cert list that we would like to put into place at renewal, effective 1/1/19.

Current:
Precertification of Medical Necessity. The following items and/or services must be precertified before any medical services are provided:
(a) Chemotherapy - all settings including services rendered in a Physician's office
(b) Dialysis - all settings including services rendered in a Physician's office
(c) Durable Medical Equipment (other than breast pumps covered as a preventive service) – in excess of $1,500
(d) Genetic testing over $2,000
(e) Home health care
(f) Infusion therapy over $2,000
(g) Injectables over $2,000
(h) Hospice care
(i) Imaging, limited to the following: CT/MRA/MRI/PET scans, scintimammography, capsule endoscopy and U.S. bone density (heel)
(j) Inpatient admissions, including inpatient admissions to a Skilled Nursing Facility, Extended Care Facility, Rehabilitation Facility, and Inpatient admissions due to a Mental Disorder or Substance Use Disorder
(k) Outpatient Surgical Procedures, excluding Surgery rendered in a Physician's office
(l) Radiation - all settings including services rendered in a Physician's office
(m) Transplants

New:
- **ALL Inpatient Admissions**
- **ALL Experimental/Investigational Procedures & ALL Potentially Cosmetic Procedures (IF COVERED)**
- **SPECIFIED Outpatient – Surgery**
  - Breast and bone marrow biopsy
  - Biopsies (excluding skin)
  - Vascular Access Devices for the infusion of Chemotherapy (including, but not limited to, PICC and Central Lines)
  - Thyroidectomy, Partial or Complete
  - Open Prostatectomy
  - Creation and Revision of Arteriovenous Fistula (AV Fistula) or Vessel to Vessel Cannula for Dialysis
  - Oophorectomy, unilateral and bilateral
  - Back Surgeries and hardware related to surgery
  - Osteochondral Allograft, knee
  - Hysterectomy (including prophylactic)
  - Autologous chondrocyte implantation, Carticel
  - Transplant (excluding cornea)
  - Balloon sinuplasty
  - Sleep apnea related surgeries, limited to:
    - Radiofrequency ablation (Coblation, Somnoplasty)
    - Uvulopalatopharyngoplasty (UPPP), including laser-assisted procedures

2

- **SPECIFIED Outpatient – Continuing Care Services**
  - Chemotherapy
  - Radiation Therapy
  - Oncology and transplant related injections, infusions and treatments (e.g. CAR-T, endocrine and immunotherapy), excluding supportive drugs (e.g. antiemetic and antihistamine)
  - Dialysis
  - Hyperbaric Oxygen
  - Home Health Care
  - Durable Medical Equipment, limited to electric/motorized scooters or wheelchairs and pneumatic compression devices
- **SPECIFIED Outpatient – Diagnostic Services**
  - CT for non-orthopedic
  - MRI for non-orthopedic
  - PET
  - Capsule endoscopy
  - Genetic Testing, including BRCA
  - Sleep Study

Additionally, there is a new **High Cost Drug Management** program that I have provided information on (attached) which is also strongly recommended at renewal. This is a specialized Case Management program focused to assist members who have been prescribed a high cost drug who are otherwise not candidates for Case Management. High Cost Drug Management includes the medical necessity review of medications exceeding $2,000, intervention and steerage to the most cost effective providers and settings, and member support and education to improve adherence and avoid complications. There is a fee for this program and it is equal to that of the Case Management fee. So this is an hourly rate charged as necessary. This program also adds the following pre-cert requirements:
- **Specialty Medications**
  - Injectables that cost $2,000 or more per drug per month
  - Infusions that cost $2,000 or more per drug per month

Since these programs take some time to set up, and since we have an extremely large number of clients who renew in January, we need consideration and decision on these two items as quickly as possible in order to avoid unnecessary delays in getting plan benefits set up and ID cards released timely. I know that we are just beginning the renewal process this month, however if we are able to get a decision on these two prior to final decisions being made on renewal it would be extremely helpful. If you have any questions or concerns, please let me know as soon as possible.

Thanks so much.

Christina Tinch
Account Executive
Client Solutions - Mid America Region

1.812.429.2770 Office
1.812.480.2859 Mobile

Our Values: Integrity, Excellence, Inspiration, Caring

Interested in health and wellness? Take a look at Meritain Health! To learn more, visit us at www.meritain.com.

3

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

WHEREAS, on the 19th day of April, 2017, the Board of Commissioners of Warrick County, Indiana (the "Commissioners"), and Peabody Midwest Mining, LLC ("Peabody"), entered into an Agreement for Road Usage (the "Agreement"), which is attached hereto as Exhibit "A"; and

WHEREAS, Peabody has requested a twenty-four (24) month extension of the Agreement for One Hundred Eighty-Five (185) feet of German Church Road.

NOW, THEREFORE, the Board of Commissioners of Warrick County, Indiana, and Peabody Midwest Mining, LLC, hereby agree to a twenty-four (24) month extension of the terms and conditions contained in the attached Agreement with respect to One Hundred Eighty-Five (185) feet of German Church Road, and with such extension of the Agreement to terminate on the 19th day of April, 2021.

Peabody Midwest Mining, LLC	Board of Commissioners of Warrick County, Indiana
By: Martha. Smith	By: Dan Sayle
Title: Vice - President	Title: President, Board of Commissioners of Warrick County, Indiana
Date: 10/24/18	Date: 10/22/2018

Peabody

AMERICAN LAND HOLDINGS OF INDIANA, LLC
568 Dickeyville Road
Lynnville, IN 47619
812.922.1016

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

October 15, 2018

RE: **Extension Agreement for Road Usage (LC #1834-000074)**
German Church Road (185')
Original approval date: April 19, 2017

Dear Roger:

American Land Holdings of Indiana, LLC would like to formally request a 24-month extension for an Agreement for Road Usage (Agreement). The Agreement is for 185 feet of German Church Road, which expires on April 19, 2019. If approved, this would be the first extension. Enclosed is a copy of the executed Agreement, road bond, and map for review. All other terms and conditions of the Agreement shall remain in full force and effect throughout the extension period.

If you need my attendance at a commissioners' meeting or have any questions regarding this road agreement, please contact me at 618-926-7032 (mobile). Thanks for your assistance in this matter and support to the coal-mining industry in Warrick County, Indiana.

Sincerely,

David A. Spradling
Senior Manager – Land

Cc: File

AGREEMENT FOR ROAD USAGE
(German Church Road)

American Land Holdings of Indiana, LLC, (hereinafter called the "User"), a subsidiary of Peabody Energy Corporation, with principal offices located at 701 Market Street, St. Louis, Missouri 63101-1826, desires to utilize a portion of German Church Road, located in Warrick County, Indiana, more particularly described as follows:

> Commencing at the Northwest Corner of the Northwest Quarter of Section 27, Township 3 South, Range 8 West, also being the intersection of German Church Road with Somerville Road; thence southerly along the center of German Church Road a distance of 185 feet (0.03 paved miles), more or less, to the north right-of-way of State Route 61, located in the Northwest Quarter of the Northwest Quarter of Section 27, Township 3 South, Range 8 West;

to haul overweight loads including heavy equipment and product (coal).

WHEREAS, there is the possibility that said roadway, including but not limited to its surface, base, ditches, berm, bridges, culverts, driveways and other improvements, may suffer from the heavy loads to be hauled over said roadway; and

WHEREAS, the use of said roadway in excess of the restrictions as to size and/or weight of the loads is of economic benefit to the User;

NOW, THEREFORE, the User and the Board of Commissioners of Warrick County (hereinafter called "Commissioners") AGREE as follows:

1. The Commissioners grant unto the User the right to use said above-described roadway in excess of local restrictions as follows: To haul overweight loads including heavy equipment and produced product (coal) in over the road trucks; for the purpose set forth above.

2. The User agrees to use said roadway in a reasonable and prudent manner, using reasonable care; however, notwithstanding how carefully said roadway is used, the User agrees to maintain the entire section of said roadway above-described during the period of its use including adequate dust control as applicable; agrees to keep said roadway in as good as condition as it is now being maintained; and further agrees that upon conclusion of its use above-described to repair said roadway, including its surface, base, berms, ditches, bridges, culverts, driveway entrances and other improvements now thereon, and agrees to restore said roadway including all above individual specific parts thereof, to the same condition or better than the same now exists to specifications established by the Commissioners.

3. User agrees to make repairs, as directed by Warrick County, to the aforementioned roadway during the term of its use as needed. The Commissioners may designate repairs and restoration to be made; however, such designation must be reasonable under the circumstances, and in accordance with general road restoration and maintenance practices in Warrick County.

4. The User agrees to make such repairs, including such dust control or other remedial actions determined by the Commissioners, in the sole discretion of the Commissioners, within 48 hours of being given notice thereof. In the event that the User fails to make such repairs or other remedial corrections to the utilization of said roads, as aforesaid, the Commissioners may forthwith make said repairs and charge the same to the User or its surety as hereinafter provided.

5. The User shall maintain Bond Number SUR0041505 with Argonaut Insurance Company for an amount of Seventy-five Thousand Dollars ($75,000.00), which was previously posted with the Auditor of Warrick County, Indiana, and payable to Warrick County, State of Indiana. Should the User fail to make reasonable repairs and restoration as required by this Agreement, the Commissioner shall give written notice of such to the User specifying any deficiency and its location. If work to make such reasonable repairs and restoration does not commence within thirty (30) days of such written notice, weather permitting, the User may be deemed by the Commissioners to be in default of this Agreement, and such bond or letter of credit may immediately be declared forfeited and payable to Warrick County, State of Indiana, to the extent necessary to restore and/or repair the roadway or any part thereof. Cash, certified check or corporate surety company bond by a corporate surety authorized to do business in the state of Indiana is acceptable.

6. The User agrees to complete final restoration prior to expiration of said bond or letter of credit. Failure to do so may cause User to forfeit said bond or letter of credit. The User shall allow for enough time to complete said restoration, including consideration of seasonal weather conditions, when determining bond or letter of credit expiration date.

7. The User's right to use said roadway shall be for a period of two (2) years.

8. The User shall establish an account with Mulzer Crushed Stone for the providing of road surface material for the above described roadway. The Commissioners shall have the right to order road surface material from said provider for application to the roadway. All charges for said material shall be to the User with no liability to Warrick County. If, during periods of emergency, Warrick County uses its suppliers for said roadway, then said materials shall be replaced by the above-named provider or by direct reimbursement by the User.

9. The Commissioners reserve the right to suspend or terminate User's use of the above described roadway when said use constitutes a public safety hazard. Notice of said suspension or termination shall be in writing to the User at its address as herein set forth.

10. The User agrees to hold Warrick County, the Commissioners and all County employees harmless and agrees to indemnify Warrick County, the Commissioners and/or its or their employees against any and all claims, actions at law or equity, litigation expenses, judgments and verdicts that should arise out of the User's use of the roadway, or out of the use by any person, firm or corporation of the roadway for purposes associated with User's activities. Should any judgment be entered against Warrick County, the Commissioners and/or its employees as a result of such use, the User shall pay the same. User shall, before beginning the use of said roadway, file a certificate of insurance from an insurance company authorized to do business

in the State of Indiana showing all perl liability insurance in a minimum of Five Hundred Thousand Dollars ($500,000.00).

11. Whenever notice is required to be given to any party under this Agreement, such notice shall be in writing and shall be given by first class mail to the addresses as follows:

Commissioners:	Warrick County Commissioners 107 W. Locust Street, Ste. 301 Boonville, IN 47601
User:	American Land Holdings of Indiana, LLC 701 Market Street St. Louis, MO 63101-1826
User Telephone:	314-342-3400 (Attn: Land Department)

12. Upon approval by the Commissioner of the roadway restoration as required by this Agreement the bond herein required should be released.

Dated this 19th day of APRIL, 2017.

WARRICK COUNTY ADMINISTRATOR

Roger E. Emmons

WARRICK COUNTY HIGHWAY ENGINEER

Robert D. Howard Jr., P.E.

The foregoing Agreement is entered into by the User, the person executing the same on behalf of the User affirms that he has authority to execute the same on behalf of the User.

AMERICAN LAND HOLDINGS OF INDIANA, LLC

Mark A. Solmio, Vice President

3

ROAD USE PERMIT BOND (Road Closure)

Bond No. SUR0041505

KNOW ALL MEN BY THESE PRESENTS, that we, Midwest Coal Reserves of Indiana, LLC as Principal, and Argonaut Insurance Company, licensed to do business in the State of MA, as Surety, are held and firmly bound unto Warrick County, Indiana c/o Warrick County Commissioners (Obligee), in the penal sum of Seventy Five Thousand and 00/100------ Dollars ($75,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has obtained a permit from the County to work within the public right-of-way as indicated on the permit: Somerville Complex (Somerville Road – 5,650' Road Usage)

Covers Certain Road.

Road Usage Agreement: Commencing at the Northwest Corner of the Northwest Quarter of Section 28, Township 3 South, Range 8 West, also being the Warrick and Gibson County Line; thence easterly along the center of Somerville Road a distance of 5,650 feet (1.07 paved miles), more or less, to the intersection of Somerville Road with State Route 61, located in the Northwest Quarter of the Northwest Quarter of Section 27, Township 3 South, Range 8 West;

Utilization of a section of Warrick County roadway system described above to exceed local restrictions and haul overweight loads including heavy equipment and produced product (coal) in over the road trucks.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal shall repair or install said facilities in the right-of-way as set forth in said permit; and complete, or cause same to be completed within the time specified on the permit for such completion; and construct same according to the plans for the facilities; and restore the right-of-way in accordance to the technical specifications used by the County. If the restoration of the right-of-way endures without the need of repairs for this specified period, then this obligation shall be void; otherwise this obligation shall remain in full force and effect until the permit expires. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

This bond shall become effective the 28th day of March, 2017, and may be terminated by thirty (30) days written notice of cancellation by the Surety. The liability of the Surety under this bond shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 28th day of March, 2017.

Witness James P. Lindsay

Witness Annette M. Davis

Midwest Coal Reserves of Indiana, LLC
(Principal)
By James G. Tatum

Argonaut Insurance Company
(Surety)
By Jeannette M. Davis
Jeannette M. Davis, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF MISSOURI
COUNTY OF ST. LOUIS

On this 28th day of March, 2017, before me, Jennifer Williams, a Notary Public, within and for said County and State, personally appeared Jeannette M. Davis to me personally known to be the Attorney-in-Fact of and for ARGONAUT INSURANCE COMPANY and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Jennifer Williams
Notary Public in the State of Missouri
County of St. Louis

JENNIFER WILLIAMS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Aug. 27, 2017
Commission # 13820983

AS-0080695

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:
Christina Barutti, Jeannette M. Davis, Catherine L. Gelmer, Thomas U. Krimmen, Eric D. Sauer, Susan R. Schwartz, Salena Wood and Jennifer Williams

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:
$40,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013.

Argonaut Insurance Company

SEAL 1914 ILLINOIS

by: [signature]
Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 18th day of July, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M MEYERS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07-18-2017

[signature]
(Notary Public)

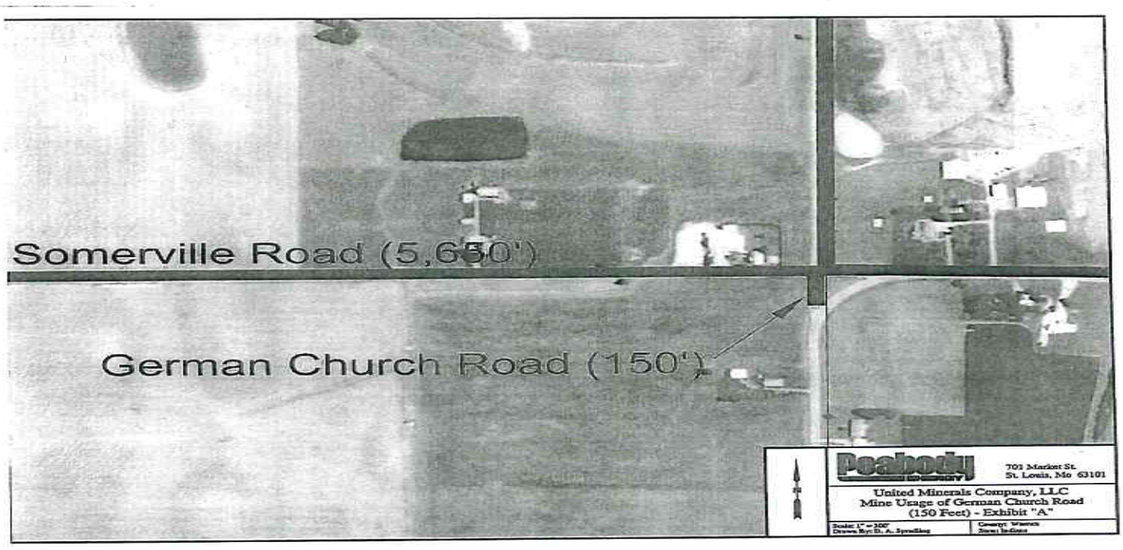
I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 28th day of March, 2017

SEAL 1914 ILLINOIS

[signature]
Sarah Heineman, VP-Underwriting Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.



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

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

WHEREAS, Peabody has requested a twenty-four (24) month extension of the Agreement for Five Thousand Six Hundred Fifty (5,650) feet of Somerville Road.

NOW, THEREFORE, the Board of Commissioners of Warrick County, Indiana, and Peabody Midwest Mining, LLC, hereby agree to a twenty-four (24) month extension of the terms and conditions contained in the attached Agreement with respect to Five Thousand Six Hundred Fifty (5,650) feet of Somerville Road, and with such extension of the Agreement to terminate on the 27th day of March, 2021.

Peabody Midwest Mining, LLC		Board of Commissioners of Warrick County, Indiana	
By:	[signature]	By:	[signature]
Title:	Vice President	Title:	President, Board of Commissioners of Warrick County, Indiana
Date:	10/24/18	Date:	10/22/2018

Peabody

AMERICAN LAND HOLDINGS OF INDIANA, LLC
566 Dickeyville Road
Lynnville, IN 47619
812.922.1015

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

October 15, 2018

RE: **Extension Agreement for Road Usage (LC #1531-000242)**
Somerville Road (5,650')
Original approval date: March 27, 2017

Dear Roger:

American Land Holdings of Indiana, LLC, would like to formally request a 24-month extension for an Agreement for Road Usage (Agreement). The Agreement is for 5,650 feet of Somerville Road, which expires on March 27, 2019. If approved, this would be the first extension. Enclosed is a copy of the executed Agreement, road bond, and map for review. All other terms and conditions of the Agreement shall remain in full force and effect throughout the extension period.

If you need my attendance at a commissioners' meeting or have any questions regarding this road agreement, please contact me at 618-926-7032 (mobile). Thanks for your assistance in this matter and support to the coal-mining industry in Warrick County, Indiana.

Sincerely,

David A. Spradling
Senior Manager – Land

Cc: File

AGREEMENT FOR ROAD USAGE
(Somerville Road)

Midwest Coal Reserves of Indiana, LLC and American Land Holdings of Indiana, LLC, (hereinafter called the "User"), both indirect wholly owned subsidiaries of Peabody Energy Corporation, with principal offices located at 701 Market Street, St. Louis, Missouri 63101-1826, desires to utilize a portion of Somerville Road, located in Warrick County, Indiana, more particularly described as follows:

> Commencing at the Northwest Corner of the Northwest Quarter of Section 28, Township 3 South, Range 8 West, also being the Warrick and Gibson County Line; thence easterly along the center of Somerville Road a distance of 5,650 feet (1.07 paved miles), more or less, to the intersection of Somerville Road with State Route 61, located in the Northwest Quarter of the Northwest Quarter of Section 27, Township 3 South, Range 8 West;

to haul overweight loads including heavy equipment and product (coal).

WHEREAS, there is the possibility that said roadway, including but not limited to its surface, base, ditches, berm, bridges, culverts, driveways and other improvements, may suffer from the heavy loads to be hauled over said roadway; and

WHEREAS, the use of said roadway in excess of the restrictions as to size and/or weight of the loads is of economic benefit to the User;

NOW, THEREFORE, the User and the Board of Commissioners of Warrick County (hereinafter called "Commissioners") AGREE as follows:

1. The Commissioners grant unto the User the right to use said above-described roadway in excess of local restrictions as follows: To haul overweight loads including heavy equipment and produced product (coal) in over the road trucks; for the purpose set forth above.

2. The User agrees to use said roadway in a reasonable and prudent manner, using reasonable care; however, notwithstanding how carefully said roadway is used, the User agrees to maintain the entire section of said roadway above-described during the period of its use including adequate dust control as applicable; agrees to keep said roadway in as good as condition as it is now being maintained; and further agrees that upon conclusion of its use above-described to repair said roadway, including its surface, base, berms, ditches, bridges, culverts, driveway entrances and other improvements now thereon, and agrees to restore said roadway including all above individual specific parts thereof, to the same condition or better than the same now exists to specifications established by the Commissioners.

3. User agrees to make repairs, as directed by Warrick County, to the aforementioned roadway during the term of its use as needed. The Commissioners may designate repairs and restoration to be made; however, such designation must be reasonable

under the circumstances, and in accordance with general road restoration and maintenance practices in Warrick County.

4. The User agrees to make such repairs, including such dust control or other remedial actions determined by the Commissioners, in the sole discretion of the Commissioners, within 48 hours of being given notice thereof. In the event that the User fails to make such repairs or other remedial corrections to the utilization of said roads, as aforesaid, the Commissioners may forthwith make said repairs and charge the same to the User or its surety as hereinafter provided.

5. The User shall, before beginning the use of said roadway, post with the Auditor of Warrick County, Indiana, a bond or letter of credit in such form as is approved by the County of Seventy-five Thousand Dollars ($75,000.00), which said bond shall be payable to Warrick County, State of Indiana. Should the User fail to make reasonable repairs and restoration as required by this Agreement, the Commissioner shall give written notice of such to the User specifying any deficiency and its location. If work to make such reasonable repairs and restoration does not commence within thirty (30) days of such written notice, weather permitting, the User may be deemed by the Commissioners to be in default of this Agreement, and such bond or letter of credit may immediately be declared forfeited and payable to Warrick County, State of Indiana, to the extent necessary to restore and/or repair the roadway or any part thereof. Cash, certified check or corporate surety company bond by a corporate surety authorized to do business in the state of Indiana is acceptable.

6. The User agrees to complete final restoration prior to expiration of said bond or letter of credit. Failure to do so may cause User to forfeit said bond or letter of credit. The User shall allow for enough time to complete said restoration, including consideration of seasonal weather conditions, when determining bond or letter of credit expiration date.

7. The User's right to use said roadway shall be for a period of two (2) years.

8. The User shall establish an account with Mulzer Crushed Stone for the providing of road surface material for the above described roadway. The Commissioners shall have the right to order road surface material from said provider for application to the roadway. All charges for said material shall be to the User with no liability to Warrick County. If, during periods of emergency, Warrick County uses its suppliers for said roadway, then said materials shall be replaced by the above-named provider or by direct reimbursement by the User.

9. The Commissioners reserve the right to suspend or terminate User's use of the above described roadway when said use constitutes a public safety hazard. Notice of said suspension or termination shall be in writing to the User at its address as herein set forth.

10. The User agrees to hold Warrick County, the Commissioners and all County employees harmless and agrees to indemnify Warrick County, the Commissioners and/or its or their employees against any and all claims, actions at law or equity, litigation expenses, judgments and verdicts that should arise out of the User's use of the roadway, or out of the use by any person, firm or corporation of the roadway for purposes associated with User's activities. Should any judgment be entered against

Warrick County, the Commissioners and/or its employees as a result of such use, the User shall pay the same. User shall, before beginning the use of said roadway, file a certificate of insurance from an insurance company authorized to do business in the State of Indiana showing all peril liability insurance in a minimum of Five Hundred Thousand Dollars ($500,000.00).

11. Whenever notice is required to be given to any party under this Agreement, such notice shall be in writing and shall be given by first class mail to the addresses as follows:

Commissioners:	Warrick County Commissioners 107 W. Locust Street, Ste. 301 Boonville, IN 47601
User:	Midwest Coal Reserves of Indiana, LLC American Land Holdings of Indiana, LLC 701 Market Street St. Louis, MO 63101-1826
User Telephone:	314-342-3400 (Attn: Land Department)

12. Upon approval by the Commissioner of the roadway restoration as required by this Agreement the bond herein required should be released.

Dated this 27TH day of MARCH, 2017.

WARRICK COUNTY ADMINISTRATOR

Roger B. Emmons

WARRICK COUNTY HIGHWAY ENGINEER

Robert B. Howard, Jr., P.E.

The foregoing Agreement is entered into by the User, the person executing the same on behalf of the User affirms that he has authority to execute the same on behalf of the User.

MIDWEST COAL RESERVES OF INDIANA, LLC

Mark A. Scimio, Vice President

AMERICAN LAND HOLDINGS OF INDIANA, LLC

Mark A. Scimio, Vice President

3

ROAD USE PERMIT BOND (Road Closure)

Bond No. SUR0041505

KNOW ALL MEN BY THESE PRESENTS, that we, Midwest Coal Reserves of Indiana, LLC as Principal, and Argonaut Insurance Company, licensed to do business in the State of MA., as Surety, are held and firmly bound unto Warrick County, Indiana c/o Warrick County Commissioners (Obligee), in the penal sum of Seventy Five Thousand and 00/100------- Dollars ($75,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has obtained a permit from the County to work within the public right-of-way as indicated on the permit: Somerville Complex (Somerville Road – 5,650' Road Usage)

Road Usage Agreement: Commencing at the Northwest Corner of the Northwest Quarter of Section 28, Township 3 South, Range 8 West, also being the Warrick and Gibson County Line; thence easterly along the center of Somerville Road a distance of 5,650 feet (3.07 paved miles), more or less, to the intersection of Somerville Road with State Route 65, located in the Northwest Quarter of the Northwest Quarter of Section 27, Township 3 South, Range 8 West;

Utilization of a section of Warrick County roadway system described above to exceed local restrictions and haul overweight loads including heavy equipment and produced product (coal) in over the road trucks.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal shall repair or install said facilities in the right-of-way as set forth in said permit; and complete, or cause same to be completed within the time specified on the permit for such completion; and construct same according to the plans for the facilities; and restore the right-of-way in accordance to the technical specifications used by the County. If the restoration of the right-of-way endures without the need of repairs for this specified period, then this obligation shall be void; otherwise this obligation shall remain in full force and effect until the permit expires. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

This bond shall become effective the 28th day of March, 2017, and may be terminated by thirty (30) days written notice of cancellation by the Surety. The liability of the Surety under this bond shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 28th day of March, 2017.

Witness James P. Linden

Witness Annette M. Davis

Midwest Coal Reserves of Indiana, LLC
(Principal)

By Jennifer Williams

Argonaut Insurance Company
(Surety)

By Jeannette M. Davis
Jeannette M. Davis, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF MISSOURI
COUNTY OF ST. LOUIS

On this 28th day of March, 2017, before me, Jennifer Williams, a Notary Public, within and for said County and State, personally appeared Jeannette M. Davis to me personally known to be the Attorney-in-Fact of and for ARGONAUT INSURANCE COMPANY and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Jennifer Williams
Notary Public in the State of Missouri
County of St. Louis

JENNIFER WILLIAMS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Aug. 27, 2017
Commission # 13820383

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

AS-0080695

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:
Christina Burnett, Jeannette M. Davis, Catherine L. Geisner, Thomas U. Krippene, Eric D. Singer, Susan R. Sylvester, Sylena Wood and Jennifer Williams

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:
$10,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be affixed or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013.

Argonaut Insurance Company
SEAL
by: _____
Joshua C. Dots, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 18th day of July, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M MOORE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07-18-2017

Kathleen M. Moore
(Notary Public)

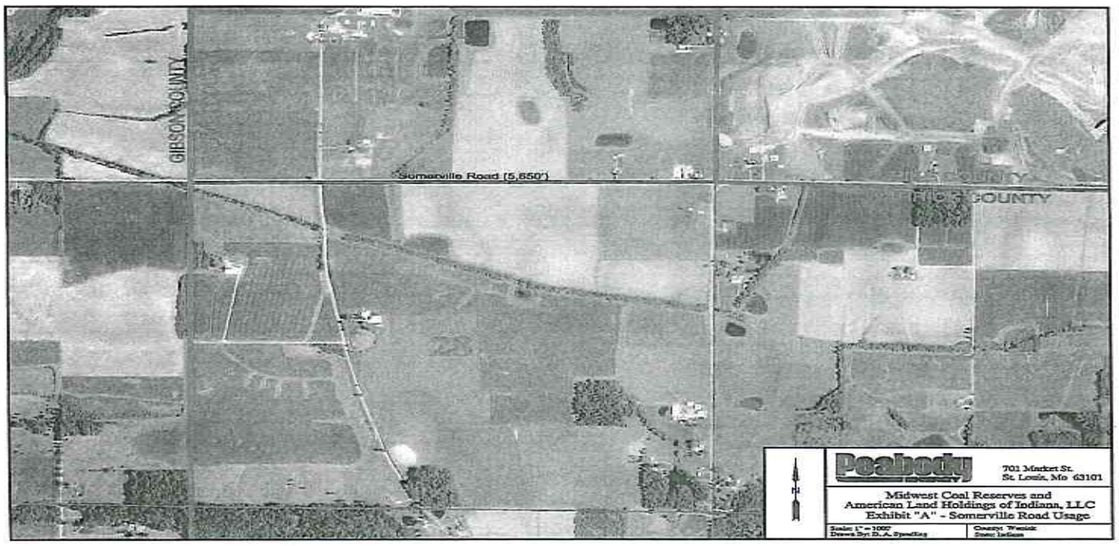
I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 28th day of March 2017

SEAL
Sarah Heinemann, VP-Underwriting Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (310) 321 - 8400.

APPROVED COPY



CMK Real Estate

MEMORANDUM

TO: Warrick County Board of Commissioners

THRU: Robert B. Iversen,
Project Manager
Clark Dietz, Inc.

THRU: Wm. Todd Cliff
Acquisition Manager,
INDOT Real Estate Division

RW AGENT: Michael Kuehl, CMK Real Estate

DATE: 10/19/2018

SUBJECT: *Recommendation for Administrative Settlement*

Project: R-37940
Road: Hell Road
County: Warrick
Parcel: 18
Owner(s): George S. & Janet S. Hofmann

The County's fair market value determination of $2,050.00 for 385 square feet of permanent right-of-way, land improvements and cost-to-cure items was offered to the owner(s). They rejected this offer stating that they should have an additional $332.50. The property owner's are asking for additional funds for the replacement of their landscaping, bush and two trees. They have provided a quote from Colonial Classics in Newburgh, Indiana detailing the replacement costs for the improvements acquired by the County.

Warrick County is required to make every reasonable effort to acquire real property expeditiously by agreements with owners, and to avoid litigation and relieve congestion in the courts. Reasonable efforts to negotiate an agreement *at the appraised amount* have failed. The property owner has submitted documentation supporting an additional $332.50 for a total payment of $2,382.50 which is an increase of 26% over the appraised amount.

As an alternative, the condemnation process takes an average of 475 days, adds an average of 30% over the appraised value to the cost of acquisition, and will incur court costs as well. It would cost the County approximately $10,000.00 to acquire this property through condemnation proceedings. There is also the possibility that a $25,000.00 litigation fee could be paid to the owner's(s') attorney should they receive a favorable jury award.

In the interest of expediting the acquisition and controlling costs, Warrick County has determined that an administrative settlement is reasonable, prudent, and in the public interest.

THIS RECOMMENDATION APPROVED 10/22/2018

Dan Saylor, President
Warrick County Board of Commissioners

Robert H. Johnson, Jr., Vice President
Warrick County Board of Commissioners

Marlin Weisheit, Member
Warrick County Board of Commissioners

Administrative Settlement Memo
REVISED 01/2017

55 East Greyhound Pass | Carmel, IN 46032 | 317.775.4601 | mjkuehl@cmkres.com

Warrick County Commissioners

PROCLAMATION 2018 – 1

WHEREAS, *A century ago 4.7 million American families sent their sons and daughters off to World War; and*

WHEREAS, *Men and women from the State of Indiana, County of Warrick served selflessly and honorably in the Great War; and*

WHEREAS, *16,516 Americans gave their lives in the war, and more than 200,000 were wounded; and*

WHEREAS, *The tolling of the bells is a traditional expression of honor and remembrance; and*

WHEREAS, *That November 11, 2018 at 11:00 am will commemorate the 100th Anniversary of the Armistice of the eleventh hour of the eleventh day of the eleventh month when the Great War ended.*

NOW, THEREFORE, be it resolved that we, the Members of the Warrick County Board of Commissioners, do proclaim November 11, 2018 to be

A National Tolling of Bells to Honor Those Who Served in the Great War

In Warrick County, Indiana

IN TESTIMONY WHEREOF, we have hereunto set forth our hands this 22nd day of OCTOBER, 2018.

WARRICK COUNTY COMMISSIONERS

Dan Saylor

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Member

ATTEST: Deborah K. Stevens

Deborah K. Stevens, Auditor

AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

This Amendment to Economic Development Agreement ("Amendment") is made and entered into as of the 8TH day of October, 2018, by and among Warrick County, Indiana, by and through its Board of Commissioners, and the Department of Economic Development for Warrick County, Indiana (collectively, the "County"), and Greenlife Development, LLC, a limited liability company organized under the laws of the State of Florida and authorized to do business in the State of Indiana (the "Company").

RECITALS

A. The County and the Company entered into an Economic Development Agreement ("Agreement") on April 23, 2018.

B. The County and the Company desire to amend the Agreement pursuant to the terms of this Amendment

NOW, THEREFORE, in consideration of the promises, covenants and conditions herein contained, the parties do hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth immediately above in this Amendment are hereby incorporated and made a part of the terms and conditions of this Amendment.

2. Initial Financing and Commencement of Construction. The parties agree to delete subpart (2) of Section 4.01 of the Agreement, and replace subpart (2) with the following language:

"(2) the Company has not commenced construction of the Project by March 31, 2019 (which shall be deemed to occur when Company has mobilized and started tree clearing on the Property), this Agreement shall terminate without notice, unless extended by mutual agreement of the parties, and all of the parties' obligations under this Agreement shall terminate."

3. Amendment. This Amendment amends only that portion of Section 4.01 of the Agreement that is specifically referenced in this Amendment. All other terms and condition of the Agreement are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Board of Commissioners of Warrick County, Indiana

Dan Saylor

Dan Saylor, President

Robert H. Johnson, Jr.

Robert H. Johnson, Jr., Vice President

Marlin Weisheit

Marlin Weisheit, Member

Warrick County Department of Economic Development

By: Larry Taylor

Printed

Title Exec. Director

Greenlife Development, LLC

By: Nick Cassala

Printed

Title President & General Manager

510483.459900/7775356.1

Warrick County Claims for Payment
10/22/2018

PC Quest (Health Dept.)	$ 190.00	No Contract / Agreement on file.
Hilton Indianapolis (Comm Corr)	$ 1,670.34	Above the amount allotted by county ordinance.
Office Depot (Engineering)	$ 89.01	Water, Ibuprofen, spoons, etc.
Grand Total:	$ 1,949.35	

Dan Saylor, President

Bob Johnson, Vice President

Marlin Welsheit, Member

Debbie Stevens, Auditor

Warrick County Claims for Payment

Effective Date	Fund	Acct	Loc		Amount	Check	Payee Name 1
10/10/2018	1000	11103	0201	$	1,250.00	008569	Treasurer Of State-ACH
10/10/2018	1000	11103	0202	$	1,250.00	008569	Treasurer Of State-ACH
10/10/2018	1000	11103	0232	$	1,250.00	008569	Treasurer Of State-ACH
10/10/2018	1000	17100	0068	$	286.98	008569	Treasurer Of State-ACH
10/22/2018	1219	36400	0000	$	200.94	007533	Byers Htg & Air
10/22/2018	1000	22100	0005	$	371.79	007532	Wex Bank (Wright Express)
10/22/2018	1000	25000	0005	$	432.00	007531	St. Vincent Evansville Occupat
10/22/2018	1000	31400	0068	$	165.56	007530	Southern Business Machines, IN
10/22/2018	1000	24500	0005	$	161.98	007529	Siegels
10/22/2018	1122	44000	0000	$	155.40	007528	Sentinel Offender Services LLC
10/22/2018	1112	31400	0000	$	41.00	007527	Ricoh Usa Inc.
10/22/2018	1215	21100	0000	$	157.94	007526	Quill Corporation
10/22/2018	1000	44300	0005	$	765.00	007525	On-duty Depot Inc.
10/22/2018	1000	22400	0162	$	5.96	007524	Miller's $ & 10 Store Inc.
10/22/2018	1215	36300	0000	$	56.72	007523	Microvote General Corporation
10/22/2018	1168	21400	0000	$	212.30	007522	McKesson Medical-Surgical Inc.
10/22/2018	1159	22500	0000	$	102.25	007522	McKesson Medical-Surgical Inc.
10/22/2018	1159	22500	0000	$	20.78	007522	McKesson Medical-Surgical Inc.
10/22/2018	4901	32300	0000	$	39.00	007521	Mar-Kel Quick Print
10/22/2018	1000	22710	0380	$	57.20	007520	Lewis Bros Bakeries, Inc.
10/22/2018	1000	44300	0005	$	9,500.00	007519	King's Uplifting And Repair
10/22/2018	4105	31111	0000	$	700.00	007519	King's Uplifting And Repair
10/22/2018	1000	22400	0380	$	455.11	007518	Kenway Distributors Inc.
10/22/2018	1000	44300	0005	$	866.00	007517	Illinois Fire & Police Equipme
10/22/2018	1000	22400	0162	$	25.00	007516	Gem Chemical Company, Inc.
10/22/2018	1000	22400	0162	$	136.17	007516	Gem Chemical Company, Inc.
10/22/2018	4907	31111	0000	$	65.86	007515	Evident, Inc.
10/22/2018	4506	21100	0000	$	91.80	007514	Erosion Resource/Supply Inc.
10/22/2018	1138	60017	0000	$	1,600.00	007513	Embry's Roofing Inc
10/22/2018	1138	60017	0000	$	22,673.72	007512	D & M Construction Inc
10/22/2018	1101	31111	0000	$	118.24	007511	Chief Supply Corp
10/22/2018	1000	21800	0302	$	1,013.75	007510	CDW Government, Inc.
10/22/2018	1000	36200	0380	$	19.02	007509	Bumper To Bumper / Bib Chandle
10/22/2018	1000	22700	0380	$	211.52	007508	Bob Barker Company Inc.
10/22/2018	1000	21100	0001	$	125.00	007507	B-Hive Printing
10/22/2018	1000	21100	0006	$	29.95	007507	B-Hive Printing
10/22/2018	1000	36200	0380	$	67.99	007506	Aigner Hardware
10/22/2018	1197	44000	0000	$	28.99	007506	Aigner Hardware
10/22/2018	1000	21100	0006	$	39.43	007506	Aigner Hardware
10/22/2018	1197	44000	0000	$	39.98	007506	Aigner Hardware
10/17/2018	1224	32460	0000	$	79.20	007505	Wowl Business
10/17/2018	1000	32400	0006	$	96.47	007505	Wowl Business
10/17/2018	1000	32400	0068	$	3,526.19	007505	Wowl Business
10/17/2018	1000	31400	0068	$	23.10	007504	Warrick Publishing Co
10/17/2018	1224	32300	0000	$	33.28	007503	Warrick County Treasurer
10/17/2018	1159	22500	0000	$	418.87	007503	Warrick County Treasurer
10/17/2018	1159	32300	0000	$	294.96	007503	Warrick County Treasurer
10/17/2018	1201	57000	0000	$	1,240.31	007502	Warrick County Treasurer
10/17/2018	1169	22100	0000	$	94.00	007501	Wabash Valley Service Co
10/17/2018	1169	22100	0000	$	1,306.17	007501	Wabash Valley Service Co
10/17/2018	1169	22100	0000	$	2,561.48	007501	Wabash Valley Service Co
10/17/2018	1169	22100	0000	$	619.78	007501	Wabash Valley Service Co
10/17/2018	1169	22100	0000	$	1,878.42	007501	Wabash Valley Service Co
10/17/2018	1169	22100	0000	$	1,910.51	007501	Wabash Valley Service Co
10/17/2018	1169	22100	0000	$	1,143.21	007501	Wabash Valley Service Co
10/17/2018	1000	22100	0005	$	(92.12)	007501	Wabash Valley Service Co
10/17/2018	1000	22100	0005	$	2,668.11	007501	Wabash Valley Service Co
10/17/2018	1000	32410	0068	$	560.80	007500	Verizon Wireless
10/17/2018	1176	33000	0533	$	34.27	007499	Vectren Energy Delivery
10/17/2018	1176	33000	0533	$	25.64	007499	Vectren Energy Delivery
10/17/2018	1000	24500	0005	$	8.36	007498	Unifirst Corporation
10/17/2018	1000	36400	0061	$	90.16	007497	U.S. Bank
10/17/2018	1000	31400	0068	$	90.51	007496	U.S. Bank
10/17/2018	1000	36400	0005	$	140.52	007495	U.S. Bank
10/17/2018	1000	36400	0005	$	57.15	007495	U.S. Bank
10/17/2018	1224	31400	0000	$	18,870.00	007494	Tyler Technologies, Inc.
10/17/2018	1000	58001	0000	$	67.98	007493	Treasurer Of State Of Indiana
10/17/2018	1000	58001	0000	$	36.30	007492	Treasurer Of State Of Indiana
10/17/2018	1000	33000	0000	$	56.37	007491	The Town Of Newburgh
10/17/2018	1000	58001	0000	$	4,950.00	007490	Sfr Inc.
10/17/2018	1176	33000	0533	$	221.61	007489	Spectrum
10/17/2018	1222	31400	0000	$	105.00	007489	Spectrum
10/17/2018	1000	32400	0068	$	515.36	007489	Spectrum
10/17/2018	1224	32300	0000	$	488.25	007488	Residence Inn Columbus
10/17/2018	4908	31400	0000	$	384.62	007487	Reising, Connor
10/17/2018	9211	35100	0000	$	100.00	007486	Raymond Kloeck
10/17/2018	1000	21100	0004	$	5.00	007485	Pat Brooks
10/17/2018	1176	33000	0533	$	772.65	007484	Mounts Electric, Inc.
10/17/2018	1169	22320	0000	$	8,061.19	007483	Metzger Construction Co Inc.
10/17/2018	1169	22320	0000	$	2,407.61	007483	Metzger Construction Co Inc.
10/17/2018	1169	22320	0000	$	187.50	007483	Metzger Construction Co Inc.
10/17/2018	1169	22320	0000	$	55.20	007483	Metzger Construction Co Inc.
10/17/2018	1169	22320	0000	$	32,827.77	007483	Metzger Construction Co Inc.
10/17/2018	5001	00500	0000	$	48,985.62	007482	Meritain Health
10/17/2018	1224	32300	0000	$	250.00	007481	Medolyn O'Neal
10/17/2018	1224	32300	0000	$	17.95	007481	Medolyn O'Neal

10/17/2018	1224	32300	0000	$	21.41	007481	Madolyn O'Neal
10/17/2018	1000	36400	0303	$	1,265.00	007480	Keller, Schroeder & Assoc. In.
10/17/2018	1204	58010	0000	$	1,493.46	007479	Jerry Aigner
10/17/2018	1205	58011	0000	$	150.00	007479	Jerry Aigner
10/17/2018	1224	18300	0000	$	75.00	007478	Jack Shreve
10/17/2018	9211	35100	0000	$	250.00	007477	IACCAC Fall Training Institute
10/17/2018	9211	35100	0000	$	250.00	007477	IACCAC Fall Training Institute
10/17/2018	9211	35100	0000	$	250.00	007477	IACCAC Fall Training Institute
10/17/2018	1224	18300	0000	$	75.00	007476	Garry Slankard
10/17/2018	1201	57000	0000	$	631.96	007475	GAMMA LLC
10/17/2018	9211	35100	0000	$	150.00	007474	Fuhs, Jennifer
10/17/2018	1189	58007	0000	$	1,239.80	007473	Fidlar Technologies Inc
10/17/2018	4506	31409	0000	$	949,000.62	007472	Energy Systems Group
10/17/2018	8899	21100	0000	$	500.00	007471	Dossett Consulting
10/17/2018	9211	35100	0000	$	100.00	007470	Carwile, Presley
10/17/2018	1000	31400	0106	$	850.00	007469	Business Informations Systems,
10/17/2018	1000	22710	0380	$	48.66	007468	Brett W. Kruse
10/17/2018	1000	22710	0380	$	71.59	007468	Brett W. Kruse
10/17/2018	1000	22710	0380	$	65.06	007468	Brett W. Kruse
10/17/2018	1000	22710	0380	$	56.18	007468	Brett W. Kruse
10/17/2018	1000	22710	0380	$	4.40	007468	Brett W. Kruse
10/17/2018	1000	22710	0380	$	31.52	007468	Brett W. Kruse
10/17/2018	1224	18300	0000	$	75.00	007467	Barbara Pryor
10/17/2018	1222	31400	0000	$	29,232.12	007466	AT&T Capital Services, Inc
10/17/2018	1000	58001	0000	$	320.00	007465	Association / Indiana Counties
10/17/2018	1189	31114	0000	$	320.00	007465	Association / Indiana Counties
10/22/2018	1169	36300	0000	$	(42.00)	007464	Warrick Automotive Supply
10/22/2018	1169	36300	0000	$	35.57	007464	Warrick Automotive Supply
10/22/2018	1169	36300	0000	$	7.48	007464	Warrick Automotive Supply
10/22/2018	1169	36300	0000	$	265.21	007464	Warrick Automotive Supply
10/22/2018	1169	36300	0000	$	15.81	007464	Warrick Automotive Supply
10/22/2018	1169	36300	0000	$	1,068.00	007464	Warrick Automotive Supply
10/22/2018	1169	36300	0000	$	9.34	007464	Warrick Automotive Supply
10/22/2018	1169	36300	0000	$	13.28	007464	Warrick Automotive Supply
10/22/2018	1169	36300	0000	$	362.59	007464	Warrick Automotive Supply
10/22/2018	1169	36300	0000	$	(105.94)	007464	Warrick Automotive Supply
10/22/2018	1169	36300	0000	$	16.90	007464	Warrick Automotive Supply
10/22/2018	1169	36300	0000	$	101.22	007464	Warrick Automotive Supply
10/22/2018	1169	36300	0000	$	1,290.08	007464	Warrick Automotive Supply
10/22/2018	1169	36300	0000	$	10.54	007463	Tri-State Bearing Co. Inc.
10/22/2018	1169	36300	0000	$	5.27	007463	Tri-State Bearing Co. Inc.
10/22/2018	1169	36300	0000	$	248.00	007462	The Vernon Corporation
10/22/2018	1169	36300	0000	$	436.56	007462	The Vernon Corporation
10/22/2018	1169	36300	0000	$	460.53	007462	The Vernon Corporation
10/22/2018	1112	31400	0000	$	95.00	007461	T&g Termite/Pest Control, Inc.

10/22/2018	1169	36300	0000	$	362.14	007460	Sternberg International Inc
10/22/2018	1169	36300	0000	$	(80.00)	007460	Sternberg International Inc
10/22/2018	1000	31400	0068	$	49.95	007459	Southern Business Machines, IN
10/22/2018	1169	36300	0000	$	39.16	007458	Southeastern Equipment Co. Inc
10/22/2018	1169	36300	0000	$	6.42	007458	Southeastern Equipment Co. Inc
10/22/2018	1169	36300	0000	$	41.58	007457	Sisco's American Hose & Hydrau
10/22/2018	1000	21100	0068	$	206.48	007456	RYDIN
10/22/2018	1169	36300	0000	$	760.13	007455	Ruxer Truck Center
10/22/2018	1169	36300	0000	$	262.50	007454	Rideout Service Center, Inc.
10/22/2018	1197	44500	0000	$	6,693.40	007453	Renewable Resources
10/22/2018	1000	21100	0002	$	21.99	007452	Quill Corporation
10/22/2018	1000	21100	0002	$	18.99	007452	Quill Corporation
10/22/2018	1000	21100	0106	$	166.99	007452	Quill Corporation
10/22/2018	1000	21100	0106	$	331.98	007452	Quill Corporation
10/22/2018	1000	21100	0106	$	279.96	007452	Quill Corporation
10/22/2018	1000	21100	0106	$	599.98	007452	Quill Corporation
10/22/2018	1169	36300	0000	$	28.36	007451	Meyer Truck Equipment
10/22/2018	1169	22330	0000	$	349.00	007450	Meuth Construction
10/22/2018	1169	22330	0000	$	125.00	007450	Meuth Construction
10/22/2018	1000	34310	0302	$	42.53	007449	Law Chevrolet Buick Pontiac
10/22/2018	1197	44500	0000	$	324.94	007448	J & J Supply Inc.
10/22/2018	1169	36300	0000	$	216.00	007447	Hamlin Equipment Rental
10/22/2018	1000	22400	0162	$	41.97	007446	Gem Chemical Company, Inc.
10/22/2018	1169	36300	0000	$	1,316.30	007446	Gem Chemical Company, Inc.
10/22/2018	1169	32400	0000	$	305.00	007445	ERS Wireless Communications
10/22/2018	1169	36300	0000	$	495.00	007444	Erosion Resource/Supply Inc.
10/22/2018	1000	23405	0068	$	42.32	007443	Bumper To Bumper / Btb Chandle
10/22/2018	1169	36300	0000	$	6.60	007442	Boonville Lawn And Garden Inc.
10/22/2018	1169	36300	0000	$	4.10	007442	Boonville Lawn And Garden Inc.
10/22/2018	1000	36000	0068	$	100.00	007441	Boone Funeral Home
10/22/2018	1169	22200	0000	$	375.03	007440	Best One Tire & Service
10/22/2018	1169	36300	0000	$	110.94	007439	Auto Wheel And Rim Service Inc
10/22/2018	1169	36300	0000	$	23.98	007439	Auto Wheel And Rim Service Inc
10/22/2018	1169	36300	0000	$	84.67	007439	Auto Wheel And Rim Service Inc
10/22/2018	1169	36300	0000	$	2,519.69	007438	AT&T - Risk Management Service
10/22/2018	1169	36300	0000	$	34.30	007437	Aigner Hardware
10/22/2018	1169	36300	0000	$	33.85	007437	Aigner Hardware
10/22/2018	1169	36300	0000	$	10.50	007437	Aigner Hardware
10/22/2018	1169	36300	0000	$	8.99	007437	Aigner Hardware
10/22/2018	1169	36300	0000	$	9.98	007437	Aigner Hardware
10/22/2018	1169	36300	0000	$	11.98	007437	Aigner Hardware
10/22/2018	1169	36300	0000	$	23.54	007437	Aigner Hardware
10/22/2018	1000	36100	0162	$	25.20	007437	Aigner Hardware
10/22/2018	1000	36100	0162	$	11.18	007437	Aigner Hardware
10/22/2018	1000	36100	0162	$	16.96	007437	Aigner Hardware

10/22/2018	1000	36100	0162	$	63.98	007437	Aigner Hardware
10/22/2018	1000	36100	0162	$	21.84	007437	Aigner Hardware
10/22/2018	1000	36100	0162	$	10.70	007437	Aigner Hardware
10/22/2018	1000	36100	0162	$	44.99	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	44.34	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	239.77	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	33.48	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	14.28	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	65.98	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	11.56	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	4.25	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	97.93	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	4.59	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	29.98	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	59.98	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	6.40	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	1.50	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	12.98	007437	Aigner Hardware
10/22/2018	1000	36200	0162	$	20.00	007437	Aigner Hardware
10/22/2018	1138	60021	0000	$	13.25	007437	Aigner Hardware
10/22/2018	1169	22100	0000	$	709.24	007436	Ackerman Oil Co Inc
10/12/2018	1000	18100	0068	$	4,000.00	007435	Fine & Hatfield, PC
10/12/2018	1000	31200	0068	$	335.00	007435	Fine & Hatfield, PC
10/12/2018	1000	31200	0068	$	359.00	007435	Fine & Hatfield, PC
10/12/2018	1000	31200	0068	$	471.00	007435	Fine & Hatfield, PC
10/12/2018	1000	31200	0068	$	272.00	007435	Fine & Hatfield, PC
10/12/2018	1000	31200	0068	$	1,841.00	007435	Fine & Hatfield, PC
10/11/2018	1112	32400	0000	$	208.60	007434	Wowl Business
10/11/2018	1000	18300	0079	$	50.00	007433	William Byers
10/11/2018	1000	31300	0079	$	20.63	007432	Warrick Publishing Co
10/11/2018	1112	33000	0000	$	85.01	007431	Vectren Energy Delivery
10/11/2018	1219	36400	0000	$	19.85	007430	U.S. Bank
10/11/2018	1197	44000	0000	$	320.96	007430	U.S. Bank
10/11/2018	4908	36400	0000	$	33.88	007430	U.S. Bank
10/11/2018	1000	58001	0000	$	6,801.00	007429	Treasurer State Of Indiana
10/11/2018	1141	18102	0000	$	75.00	007428	Morrie Doll
10/11/2018	4903	60000	0000	$	854.55	007427	Lochmueller Group
10/11/2018	4901	32300	0000	$	75.00	007426	Kay, Katy
10/11/2018	1000	18300	0079	$	50.00	007425	Jeff Willis
10/11/2018	1222	31400	0000	$	103.39	007424	Indiana Office Of Technology
10/11/2018	1000	17400	0068	$	760.09	007423	Indiana Dept. Of Workforce Dev
10/11/2018	1112	17400	0000	$	8.03	007423	Indiana Dept. Of Workforce Dev
10/11/2018	1159	17400	0000	$	100.36	007423	Indiana Dept. Of Workforce Dev
10/11/2018	1168	17400	0000	$	25.19	007423	Indiana Dept. Of Workforce Dev
10/11/2018	1176	17400	0000	$	7.72	007423	Indiana Dept. Of Workforce Dev

10/11/2018	1189	17400	0000	$	4.31	007423	Indiana Dept. Of Workforce Dev
10/11/2018	1215	17400	0000	$	8.27	007423	Indiana Dept. Of Workforce Dev
10/11/2018	1219	17400	0000	$	308.47	007423	Indiana Dept. Of Workforce Dev
10/11/2018	8075	50102	0000	$	2.50	007423	Indiana Dept. Of Workforce Dev
10/11/2018	9210	17400	0000	$	3.56	007423	Indiana Dept. Of Workforce Dev
10/11/2018	9211	17400	0000	$	3.56	007423	Indiana Dept. Of Workforce Dev
10/11/2018	1112	45010	0000	$	736.80	007422	GREATMATS
10/11/2018	1000	18300	0079	$	50.00	007421	Gentry, Guy
10/11/2018	1000	34200	0068	$	43.00	007420	First Advantage Insurance
10/11/2018	1112	50810	0000	$	9.01	007419	Duke Energy
10/11/2018	1112	50810	0000	$	37.52	007419	Duke Energy
10/11/2018	1112	50810	0000	$	27.17	007419	Duke Energy
10/11/2018	1000	18300	0079	$	50.00	007418	Dorle Horn
10/11/2018	1112	37201	0000	$	2,409.00	007417	Delta Properties LLC
10/11/2018	4901	32300	0000	$	226.60	007416	Corrisoft, LLC
10/11/2018	5200	00505	0000	$	1,652.36	007415	Boston Mutual Life Insurance C
10/11/2018	5001	00500	0000	$	20,799.28	007414	Benistor/Hartford-6795
10/11/2018	1112	31400	0000	$	1,370.00	007413	B & B Mowing LLC
10/11/2018	1112	31400	0000	$	300.00	007413	B & B Mowing LLC
10/11/2018	1000	32400	0303	$	82.51	007412	AT&T
10/19/2018	2503	11120	0000	$	88.55	007411	Yesterdaze, Inc.
10/19/2018	2503	11120	0000	$	359.26	007411	Yesterdaze, Inc.
10/19/2018	2503	11120	0000	$	14.07	007410	Winsett, Zach
10/19/2018	9114	31111	0000	$	100.00	007410	Winsett, Zach
10/19/2018	2002	39961	0000	$	100.00	007409	Warrick County Treasurer
10/19/2018	2002	39960	0000	$	135.00	007409	Warrick County Treasurer
10/19/2018	1000	36900	0201	$	140.16	007408	U.S. Bank
10/19/2018	4921	31201	0000	$	114.05	007408	U.S. Bank
10/19/2018	1000	39400	0201	$	3,702.00	007407	Thomson Reuters West Payment C
10/19/2018	1000	21100	0201	$	72.99	007406	Staples Credit Plan
10/19/2018	1000	21100	0201	$	15.98	007406	Staples Credit Plan
10/19/2018	1000	21100	0201	$	23.98	007406	Staples Credit Plan
10/19/2018	1000	21100	0201	$	187.97	007406	Staples Credit Plan
10/19/2018	2002	21100	0000	$	17.89	007406	Staples Credit Plan
10/19/2018	2002	21100	0000	$	169.99	007406	Staples Credit Plan
10/19/2018	2002	21100	0000	$	129.99	007406	Staples Credit Plan
10/19/2018	2002	21100	0000	$	153.96	007406	Staples Credit Plan
10/19/2018	2002	21100	0000	$	33.58	007406	Staples Credit Plan
10/19/2018	2002	21100	0000	$	259.98	007406	Staples Credit Plan
10/19/2018	2002	21100	0000	$	299.98	007406	Staples Credit Plan
10/19/2018	2002	21100	0000	$	33.38	007406	Staples Credit Plan
10/19/2018	1000	32311	0201	$	62.48	007405	Nancy Susott
10/19/2018	2503	11120	0000	$	50.50	007404	Mr. Gattis
10/19/2018	9123	31113	0000	$	66.00	007403	Melody Nelson
10/19/2018	1000	31890	0201	$	187.50	007402	Law Office Of Jonathan M Young
10/19/2018	1000	31890	0232	$	120.00	007402	Law Office Of Jonathan M Young
10/19/2018	4921	31201	0000	$	400.00	007401	Kathy Disinger
10/19/2018	2501	31201	0000	$	226.60	007400	Corrisoft, LLC
10/19/2018	1211	31400	0000	$	261.00	007399	Alpha Laser Services
10/19/2018	1000	36900	0201	$	34.00	007399	Alpha Laser Services
10/19/2018	1000	36900	0201	$	68.40	007399	Alpha Laser Services
10/19/2018	2002	44000	0000	$	46.71	007398	Advanced Document Solutions
10/19/2018	2002	44000	0000	$	31.80	007398	Advanced Document Solutions
10/19/2018	2002	44000	0000	$	50.84	007398	Advanced Document Solutions
10/10/2018	1112	45010	0000	$	17.54	007397	Vectren Energy Delivery
10/10/2018	1112	45010	0000	$	11.67	007397	Vectren Energy Delivery
10/10/2018	1112	45010	0000	$	86.74	007397	Vectren Energy Delivery
10/10/2018	1112	45010	0000	$	28.43	007397	Vectren Energy Delivery
10/10/2018	1112	45010	0000	$	107.83	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	88.36	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	63.94	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	175.16	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	314.71	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	224.44	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	1,801.38	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	68.78	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	18.50	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	61.23	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	162.56	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	6.74	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	9.57	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	26.96	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	9.57	007397	Vectren Energy Delivery
10/10/2018	1219	33000	0000	$	6.74	007397	Vectren Energy Delivery
10/10/2018	1000	33000	0162	$	378.75	007397	Vectren Energy Delivery
10/10/2018	1219	24500	0000	$	40.83	007396	Unifirst Corporation
10/10/2018	1000	31400	0068	$	20.24	007396	Unifirst Corporation
10/10/2018	1000	31400	0068	$	20.24	007396	Unifirst Corporation
10/10/2018	1000	31400	0068	$	20.24	007396	Unifirst Corporation
10/10/2018	1000	31400	0068	$	20.24	007396	Unifirst Corporation
10/10/2018	4105	31111	0000	$	99.60	007395	Tractor Supply Co
10/10/2018	4105	31111	0000	$	43.99	007395	Tractor Supply Co
10/10/2018	4105	31111	0000	$	61.99	007395	Tractor Supply Co
10/10/2018	4105	31111	0000	$	89.97	007395	Tractor Supply Co
10/10/2018	4105	31111	0000	$	0.06	007395	Tractor Supply Co
10/10/2018	1156	31111	0000	$	4.91	007394	Todd Neff
10/10/2018	1219	39700	0000	$	19.61	007393	Sam's Club/gecrb
10/10/2018	1219	44000	0000	$	703.36	007393	Sam's Club/gecrb
10/10/2018	1197	21100	0000	$	7.50	007392	Posey's Supermarket Inc.
10/10/2018	1168	36400	0000	$	617.50	007391	Pc Quest
10/10/2018	1000	31400	0068	$	4,170.00	007390	Keller Shroeder
10/10/2018	5200	00505	0000	$	1,656.89	007389	Boston Mutual Life Insurance C
10/10/2018	1000	33000	0162	$	67.14	007388	Boonville Utilities
10/10/2018	1000	33000	0162	$	39.54	007387	Boonville Natural Gas Corp.
10/10/2018	1000	32300	0002	$	180.00	007386	Association / Indiana Counties
10/10/2018	1217	35153	0000	$	60.00	007386	Association / Indiana Counties
10/10/2018	1156	31111	0000	$	5.93	007385	Anthony Todisco
10/10/2018	1000	30200	0068	$	720.00	007384	American Legal Publishing Corp
10/9/2018	9211	35100	0000	$	498.00	007383	COURTYARD INDIANAPOLIS
10/9/2018	4908	36400	0000	$	21.24	007382	Sprint
10/9/2018	1215	32410	0000	$	43.53	007382	Sprint
10/9/2018	4901	32300	0000	$	87.06	007382	Sprint
10/9/2018	1112	32400	0000	$	82.55	007382	Sprint
10/9/2018	1176	32400	9604	$	43.53	007382	Sprint
10/9/2018	1176	33000	0533	$	512.44	007382	Sprint
10/9/2018	2504	31400	0000	$	308.74	007382	Sprint
10/9/2018	1197	32400	0000	$	171.82	007382	Sprint
10/9/2018	1000	31400	0007	$	25.68	007382	Sprint
10/9/2018	1000	32400	0006	$	26.69	007382	Sprint
10/9/2018	1152	32800	0000	$	150.00	007381	Williams, Beth
10/9/2018	1000	22100	0005	$	2,550.96	007380	Wabash Valley Service Co
10/9/2018	1000	22100	0005	$	(30.24)	007380	Wabash Valley Service Co
10/9/2018	1000	24500	0005	$	8.36	007379	Unifirst Corporation
10/9/2018	1000	58001	0002	$	150.00	007378	Tammie Boyer
10/9/2018	1219	32400	0000	$	94.99	007377	Spectrum
10/9/2018	1201	57000	0000	$	43.58	007376	RONALD A. & KAREN A. BACON
10/9/2018	1152	32300	0000	$	150.00	007375	Robert L Irvin
10/9/2018	4908	31400	0000	$	384.62	007374	Reising, Connor
10/9/2018	1000	31400	0380	$	13,973.33	007373	Quality Correctional Care, LLC
10/9/2018	1206	31510	0000	$	2,400.00	007372	Phillips, Elizabeth
10/9/2018	1217	35100	0000	$	135.00	007371	Pat Brooks
10/9/2018	1201	57000	0000	$	317.75	007370	MILLIKAN, WILLIAM JR &
10/9/2018	1156	31111	0000	$	100.00	007369	Matt Gallagher
10/9/2018	1159	32300	0000	$	23.76	007368	Latham, Tina
10/9/2018	1000	32300	0000	$	150.00	007367	David Woolen
10/9/2018	8506	40005	0000	$	28,356.08	007366	Clark Dietz, Inc.
10/9/2018	4903	61123	0000	$	7,089.02	007366	Clark Dietz, Inc.
10/9/2018	8506	40005	0000	$	21,725.52	007366	Clark Dietz, Inc.
10/9/2018	4903	61123	0000	$	5,431.38	007366	Clark Dietz, Inc.
10/9/2018	9211	35100	0000	$	100.00	007365	Carwile, Presley
10/9/2018	4901	21100	0000	$	30.24	007364	Wabash Valley Service Co
10/9/2018	5251	00512	0000	$	50.25	007363	Unifirst Corporation
10/9/2018	1169	23201	0000	$	6.50	007363	Unifirst Corporation
10/9/2018	4901	32300	0000	$	76.38	007362	Storage Guardian
10/9/2018	1112	51260	0000	$	437.50	007361	Stoll Keenon Ogden P LLC

10/9/2018	1112	31400	0000	$	831.25	007361	Stoll Keenon Ogden P LLC
10/9/2018	4906	31400	0000	$	831.25	007361	Stoll Keenon Ogden P LLC
10/9/2018	1112	31500	0000	$	1,793.75	007361	Stoll Keenon Ogden P LLC
10/9/2018	1000	32410	0068	$	860.60	007360	Sprint
10/9/2018	1122	32300	0000	$	1,017.45	007359	Satellite Tracking Of People L
10/9/2018	1000	21100	0011	$	45.56	007358	Purdue Ces Fund-Warrick County
10/9/2018	1000	36400	0011	$	44.26	007358	Purdue Ces Fund-Warrick County
10/9/2018	1000	32200	0011	$	2,771.40	007358	Purdue Ces Fund-Warrick County
10/9/2018	4917	31111	0000	$	800.00	007358	Purdue Ces Fund-Warrick County
10/9/2018	1169	22320	0000	$	325.50	007357	Metzger Construction Co Inc.
10/9/2018	1169	22320	0000	$	27,461.54	007357	Metzger Construction Co Inc.
10/9/2018	1112	31500	0000	$	900.00	007356	JSK Associates Inc.
10/9/2018	1112	31500	0000	$	3,330.00	007356	JSK Associates Inc.
10/9/2018	4501	58006	0000	$	3,795.50	007355	Haller & Colvin, P.C.
10/9/2018	1112	37200	0000	$	500.00	007354	Clerk-Treasurer--Newburgh
10/9/2018	1112	51260	0000	$	212,896.23	007353	BMB, Inc
10/9/2018	1197	31400	0000	$	3,506.25	007352	Applied Land Solutions
10/9/2018	8501	40001	0000	$	35,744.57	007351	American Structurepoint Inc
10/9/2018	4903	61115	0000	$	8,936.14	007351	American Structurepoint Inc
10/9/2018	8502	40002	0000	$	1,772.82	007351	American Structurepoint Inc
10/9/2018	4903	61116	0000	$	443.21	007351	American Structurepoint Inc
10/9/2018	1224	31400	0000	$	19.26	007350	Alpha Laser Services
10/9/2018	4901	32300	0000	$	11.01	007350	Alpha Laser Services
10/22/2018	1000	36400	0303	$	2,360.00	007349	Vei Communications
10/22/2018	1000	36200	0380	$	370.05	007348	Plumbers Supply Co Inc.
10/22/2018	1000	44300	0005	$	99.00	007347	On-duty Depot Inc.
10/22/2018	1197	21100	0000	$	105.13	007346	Office Depot, Incorporated
10/22/2018	1000	22710	0380	$	46.80	007345	Lewis Bros Bakeries, Inc.
10/22/2018	1000	36550	0005	$	479.85	007344	Law Chevrolet Buick Pontiac
10/22/2018	1000	36550	0005	$	923.30	007344	Law Chevrolet Buick Pontiac
10/22/2018	1000	36550	0005	$	514.66	007344	Law Chevrolet Buick Pontiac
10/22/2018	1000	36550	0005	$	809.90	007344	Law Chevrolet Buick Pontiac
10/22/2018	1000	36550	0005	$	386.57	007344	Law Chevrolet Buick Pontiac
10/22/2018	1000	36550	0005	$	11.95	007344	Law Chevrolet Buick Pontiac
10/22/2018	1000	22100	0005	$	16.97	007344	Law Chevrolet Buick Pontiac
10/22/2018	1000	22100	0005	$	16.97	007344	Law Chevrolet Buick Pontiac
10/22/2018	1000	22100	0005	$	16.97	007344	Law Chevrolet Buick Pontiac
10/22/2018	1000	22100	0005	$	33.22	007344	Law Chevrolet Buick Pontiac
10/22/2018	1000	22100	0005	$	16.97	007344	Law Chevrolet Buick Pontiac
10/22/2018	1000	36550	0005	$	7.00	007343	Interstate Batteries Of Wabash
10/22/2018	1000	22710	0380	$	475.20	007342	Good Source Solutions
10/22/2018	1000	22400	0380	$	159.70	007341	Gem Chemical Company, Inc.
10/22/2018	1000	36200	0380	$	29.96	007340	Ferguson Enterprises Inc #1480
10/22/2018	1000	36200	0380	$	19.98	007340	Ferguson Enterprises Inc #1480
10/22/2018	1000	36400	0005	$	47.22	007339	Business Equipment
10/22/2018	1000	36200	0380	$	25.21	007338	Bumper To Bumper / Bib Chandle
10/22/2018	1000	36200	0380	$	(24.76)	007338	Bumper To Bumper / Bib Chandle
10/22/2018	1000	22700	0380	$	315.87	007337	Bob Barker Company Inc.
10/22/2018	1000	33100	0005	$	219.00	007336	B-Hive Printing
10/22/2018	1000	36200	0380	$	34.14	007335	Aigner Hardware
10/22/2018	1000	36200	0380	$	8.18	007335	Aigner Hardware
10/22/2018	1000	36200	0380	$	13.87	007335	Aigner Hardware
10/22/2018	1000	36200	0380	$	8.49	007335	Aigner Hardware
10/22/2018	1122	32300	0000	$	556.75	007334	Total Court Services
10/22/2018	1219	22105	0000	$	67.25	007333	The Home City Ice Company
10/22/2018	1219	23210	0000	$	351.68	007332	Springfield Electric Supply
10/22/2018	1169	36300	0000	$	44.67	007331	Sisco's American Hose & Hydrau
10/22/2018	1000	24500	0005	$	858.00	007330	Siegels
10/22/2018	1000	24500	0005	$	72.00	007330	Siegels
10/22/2018	1000	24500	0005	$	20.00	007330	Siegels
10/22/2018	1197	22200	0000	$	885.04	007329	Raben Tire Company Inc.
10/22/2018	1112	45010	0000	$	11,950.00	007328	PREMIER BOATLIFTS & DOCKS INC.
10/22/2018	1219	33400	0000	$	133.80	007327	Paxton Media Group, LLC
10/22/2018	1219	22100	0000	$	147.95	007326	O'Reilly Auto Parts
10/22/2018	1219	36400	0000	$	8.59	007326	O'Reilly Auto Parts
10/22/2018	1219	23210	0000	$	87.73	007325	Nichols Electric Supply
10/22/2018	1197	44500	0000	$	147.79	007324	J & J Supply Inc.
10/22/2018	1219	21100	0000	$	225.48	007323	Indoff, Inc.
10/22/2018	1219	24000	0000	$	77.94	007322	Gem Chemical Company, Inc.
10/22/2018	1219	24000	0000	$	198.92	007322	Gem Chemical Company, Inc.
10/22/2018	1219	44000	0000	$	1,336.20	007322	Gem Chemical Company, Inc.
10/22/2018	1169	22330	0000	$	83.00	007321	Fortera Pipe & Precast-Midsou
10/22/2018	1219	22200	0000	$	18.50	007320	Camp's Auto/Tire Serv.Inc
10/22/2018	1219	36400	0000	$	58.59	007319	Boonville Lawn And Garden Inc
10/22/2018	1219	23210	0000	$	18.38	007318	Aigner Hardware
10/22/2018	1219	23210	0000	$	6.18	007318	Aigner Hardware
10/22/2018	1219	23210	0000	$	37.18	007318	Aigner Hardware
10/22/2018	1219	23210	0000	$	58.82	007318	Aigner Hardware
10/22/2018	1219	23210	0000	$	29.97	007318	Aigner Hardware
10/22/2018	1219	23210	0000	$	73.77	007318	Aigner Hardware
10/22/2018	1219	23210	0000	$	3.39	007318	Aigner Hardware
10/22/2018	1219	23210	0000	$	12.54	007318	Aigner Hardware
10/12/2018	2051	32300	0000	$	104.97	007317	Office Depot, Incorporated
10/12/2018	4921	31201	0000	$	1,000.00	007316	National Test Systems
10/12/2018	4921	31201	0000	$	30.50	007315	Mountain Valley Of Evansville
10/12/2018	4921	31201	0000	$	24.00	007314	Mercedes Medical
10/12/2018	1000	39400	0202	$	207.84	007313	Matthew Bender & Co Inc.
10/12/2018	1211	31400	0000	$	78.32	007312	Ferguson, Kelly
10/4/2018	7332	50100	0000	$	607,062.91	007296	Warrick County Treasurer
10/4/2018	7332	50100	0000	$	1,400.33	007295	Clerk-Treasurer--Tennyson
10/4/2018	7332	50100	0000	$	34,280.75	007294	Clerk-Treasurer--Newburgh
10/4/2018	7332	50100	0000	$	3,920.50	007293	Clerk-Treasurer--Lynnville
10/4/2018	7332	50100	0000	$	4,913.92	007292	Clerk-Treasurer--Elberfeld
10/4/2018	7332	50100	0000	$	22,864.25	007291	Clerk-Treasurer--Chandler
10/4/2018	7332	50100	0000	$	147,619.17	007290	Clerk-Treasurer--Boonville
10/4/2018	7304	31111	0000	$	3,205.28	007289	Warrick County Treasurer
10/4/2018	1219	22105	0000	$	83.78	007286	First Bankcard
10/4/2018	1000	21100	0004	$	80.24	007285	SCHAPKER, GLENDA
10/4/2018	1000	21100	0004	$	10.74	007284	Pat Brooks
10/4/2018	1000	58001	0000	$	150.00	007283	Lisa Wheeler
10/4/2018	1000	21100	0004	$	13.76	007282	Kaufman, Mitzi
10/4/2018	1000	58001	0000	$	150.00	007281	Deborah K Stevens
10/4/2018	1000	21100	0004	$	40.50	007280	Cyndi Payne
10/4/2018	1000	21100	0004	$	26.75	007279	Carolyn Kaiser
10/4/2018	1000	58001	0000	$	150.00	007278	BJ Farrell

Grand Total: $ 2,504,196.03

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 22nd, 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: $2,504,196.03 Dated this 22nd day of October, 2018.
Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

10/22/2018 2006 INTERNATIONAL 7400 For Sale In Henryville, Indiana | TruckPaper.com

2006 INTERNATIONAL 7400 For Sale In Henryville, Indiana

For Sale Price: $21,800

Contact Information

DON'S TRUCK & TRAILER SALES
9 Henryville, Indiana 47126
Phone: (502) 417-5012
Contact: Don Guthrie

Description

2006 International 7400, D1466, Allison Automatic, 118,013 Miles, 210 HP, Rune and Drives Good, $21,800, for more info call Don 502-417-5012

Specifications

Quantity	1	Stock Number	06-6394
Year	2006	Manufacturer	INTERNATIONAL
Model	7400	Condition	Used
Mileage	118,013 mi	VIN	1HTWDAALX6J198394
Horsepower	210	Engine Manufacturer	International
Engine Type	D1466	Fuel Type	Diesel
Transmission	Automatic	Overdrive	Yes
Number of Rear Axles	Single	Drive Side	Left Hand Drive

https://www.truckpaper.com/listings/trucks/for-sale/24953613/2006-international-74007print=1 1/1

INVOICE

Don's Truck Sales
402 Colonel's Way West
Henryville, IN 47126
Cell: 502-417-5012
Office: 812-294-3553
Fax: 812-294-3553

Mailing Address
4905 Prall Hill Road
Henryville, IN 47126
Email: donstruckandtrailer@gmail.com

Buyer Name: _____
Address: _____

Phone: 812-897-6127 Per (Tony)
Email: Bhoward@warrickcounty.gov
Fax: 812-897-6208

Year:2006 Make: International Model: Truck VIN: 1HTWDAALX6J198394

Amount Due: $21,800.00
Tax: Exempt
Delivery charge 280.00
Total Amount: $22,080.00

AS-IS/WHERE-IS: _____ *(please initial)*
Received Title: _____ *(please initial)*

Seller Name: Don Guthrie
Don Guthrie

Buyer Name: _____ *(sign)* _____ *(print)*

Signed this11th day of October 2018
County of Clark, Commission Expires 05/03/2025
Teresa Guthrie, N.P. Teresa Guthrie

Wiring Instructions
Chase Bank
890 Main Street
Charlestown, In 47111
812-256-3316
Don Guthrie Auction Service dba Don's Truck Sales
402 Colonels Way
Henryville, In 47126
Account # 262012634
Routing #083000137

AGREEMENT FOR ROAD USAGE

WHEREAS, (Company/Individual Name) Liberty Mine, LLC, of (Street Address) 250 Cross Pointe Blvd., (City) Evansville, (State) Indiana 47715 (hereinafter called the "User") desires to utilize a section of Warrick County roads commencing at: 5555 New Harmony Road (400 N Road) east 2.6 miles to the intersection of New Harmony Road and Eskew Road (300 W Road)

a distance of 0.0 gravel miles and 2.6 paved miles, more or less, to haul Equipment to the mine and coal to customers; and

WHEREAS, there is the possibility that said roadway, including but not limited to its surface, base, ditches, berm, bridges, culverts, driveways and other improvements, may suffer from the heavy loads to be hauled over said roadway; and

WHEREAS, the use of said roadway in excess of the restrictions as to size and/or weight of the loads is of economic benefit to the User;

NOW, THEREFORE, the User and the Board of Commissioners of Warrick County (hereinafter called "Commissioners") AGREE as follows:

1. The Commissioners grant unto the User the right to use said above-described roadway in excess of local restrictions as follows: Contingent on Signage, Maintenance, and Surety Bond

   for the purpose set forth above.

2. The User agrees to use said roadway in a reasonable and prudent manner, using reasonable care; however, notwithstanding how carefully said roadway is used, the User agrees to maintain the entire section of said roadway above-described during the period of its use including adequate dust control as applicable; agrees to keep said roadway in as good a condition as it is now being maintained; and further agrees that upon conclusion of its use above-described to repair said roadway, including its surface, base, berms, ditches, bridges, culverts, driveway entrances and other improvements now thereon, and agrees to restore said roadway including all above individual specific parts thereof, to the same condition or better than the same now exists to specifications established by the Commissioners.

F:\COMMISH\Forms\2007 ROAD USE AGREEMENT.doc

3. User agrees to make repairs, as directed by Warrick County, to the aforementioned roadway during the term of its use as needed. The Commissioners may designate repairs and restoration to be made; however, such designation must be reasonable under the circumstances, and in accordance with general road restoration and maintenance practices in Warrick County.

4. The User agrees to make such repairs, including such dust control or other remedial actions determined by the Commissioners, in the sole discretion of the Commissioners, within 48 hours of being given notice thereof. In the event that the User fails to make such repairs or other remedial corrections to the utilization of said roads, as aforesaid, the Commissioners may forthwith make said repairs and charge the same to the User or its surety as hereinafter provided.

5. The User shall, before beginning the use of said roadway, post with the Auditor of Warrick County, Indiana, a bond or letter of credit in such form as is approved by the County of One hundred eighty-two Thousand Dollars ($182,000), which said bond shall be payable to Warrick County, State of Indiana. Should the User fail to make reasonable repairs and restoration as required by this Agreement, the Commissioner shall give written notice of such to the User specifying any deficiency and its location. If work to make such reasonable repairs and restoration does not commence within thirty (30) days of such written notice, weather permitting, the User may be deemed by the Commissioners to be in default of this Agreement, and such bond or letter of credit may immediately be declared forfeited and payable to Warrick County, State of Indiana, to the extent necessary to restore and/or repair the roadway or any part thereof. Cash, certified check or corporate surety company bond by a corporate surety authorized to do business in the state of Indiana is acceptable.

6. The User agrees to complete final restoration prior to expiration of said bond or letter of credit. Failure to do so may cause User to forfeit said bond or letter of credit. The User shall allow for enough time to complete said restoration, including consideration of seasonal weather conditions, when determining bond or letter of credit expiration date.

7. The User's right to use said roadway shall commence on or before the 14th day of November, 2018 and terminate on the 13th day of November, 2019.

8. The User shall establish an account with Mulzer Crushed Stone, Inc. and Metzger Construction Company, Inc. for the providing of road surface material for the above described roadway. The Commissioners shall have the right to order road surface material from said provider for application to the roadway. All charges for said material shall be to the User with no liability to Warrick County. If, during periods of emergency, Warrick County uses its suppliers for said roadway, then said materials shall be replaced by the above-named provider or by direct reimbursement by the User.

9. The Commissioners reserve the right to suspend or terminate User's us of the above described roadway when said use constitutes a public safety hazard. Notice of said suspension or termination shall be in writing to the User at its address as herein set forth.

F:\COMMISH\Forms\2007 ROAD USE AGREEMENT.doc

10. The User agrees to hold Warrick County, the Commissioners and all County employees harmless and agrees to indemnify Warrick County, the Commissioners and/or its or their employees against any and all claims, actions at law or equity, litigation expenses, judgments and verdicts that should arise out of the User's use of the roadway, or out of the use by any person, firm or corporation of the roadway for purposes associated with User's activities. Should any judgment be entered against Warrick County, the Commissioners and/or its employees as a result of such use, the User shall pay the same. User shall, before beginning the use of said roadway, file a certificate of insurance from an insurance company authorized to do business in the State of Indiana showing all peril liability insurance in a minimum of Five Hundred Thousand Dollars ($500,000.00).

11. Whenever notice is required to be given to any party under this Agreement, such notice shall be in writing and shall be given by first class mail to the addresses as follows:

Commissioners:	Warrick County Commissioners 107 W. Locust St., Ste. 301 Boonville, IN 47601
User:	Liberty Mine, LLC 250 Cross Pointe Blvd Evansville, IN 47715
User Telephone:	(812)473-0070

12. Upon approval by the Commissioner of the roadway restoration as required by this Agreement the bond herein required should be released.

Dated this 12TH day of DECEMBER, 2018.

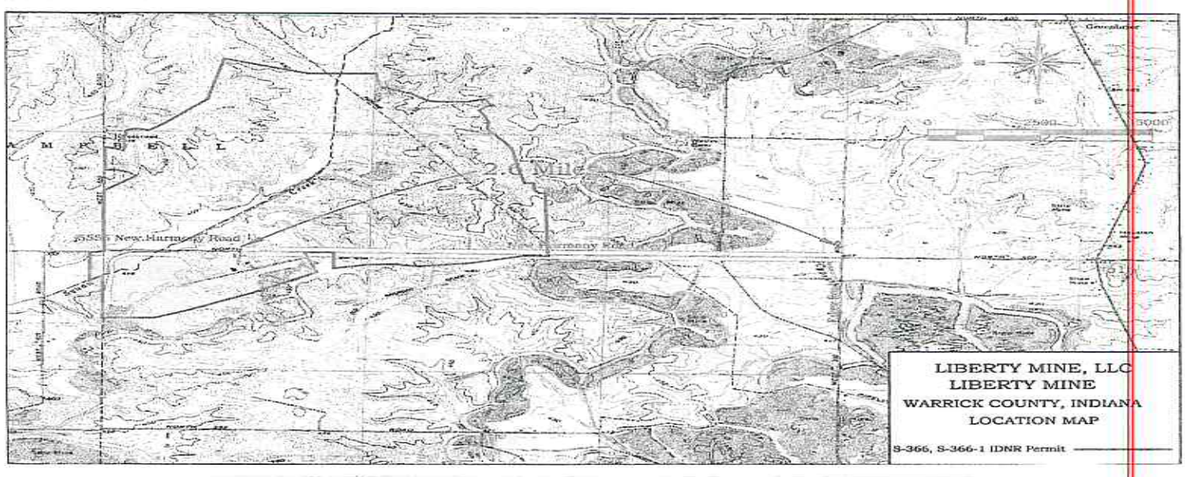
WARRICK COUNTY ADMINISTRATOR
Roger B. Emmons

WARRICK COUNTY HIGHWAY ENGINEER
Robert B. Howard, P.E.

The foregoing Agreement is entered into by the User, the person executing the same on behalf of the User affirms that (s)he has authority to execute the same on behalf of the User.

Signature:
Title: Authorized Representative
Date: 11-29-18

F:\COMMISH\Forms\2007 ROAD USE AGREEMENT.doc



RIGHT OF WAY BOND

Bond No. 8252-01-96

KNOW ALL MEN BY THESE PRESENTS:

That, Alcoa Fuels Inc. on behalf of Liberty Mine, LLC as Principal, and Federal Insurance Company as Surety, are held and firmly bound unto Warrick County, Indiana as Obligee in the sum of One Hundred Eighty-Two Thousand and 00/100's Dollars ($182,000.00) to be paid to said Obligee, its successors and assigns, for the payment thereof, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

The conditions of the above obligation are such that,

WHEREAS, the Principal is an applicant for Road usage at 5555 New Harmony Road (400 N Road) East 2.6 miles to the intersection of New Harmony Road and Eskew Road (300 W Road)

WHEREAS, the said Principal will conform in all respects to the ordinances and building codes of the Obligee while performing work.

WHEREAS, the effective date of this bond is November 9, 2018

NOW, THEREFORE, if the license shall be issued to the Principal who shall conform to the ordinances and codes of the Obligee, then this obligation shall be void. Otherwise, the same shall remain in force and effect.

IT IS FURTHER AGREED AND UNDERSTOOD, that the Surety Company reserves the right to cancel this bond by giving thirty (30) days' notice to the said Obligee, and upon receipt of such cancellation notice, the Surety, is relieved of any further liability. The said Surety will be liable for loss accruing up to the effective date of said cancellation notice, in no event, to exceed the penalty of this bond.

Signed and sealed this 9th day of November, 2018.

Alcoa Fuels Inc. on behalf of Liberty Mine, LLC
BY: Adam J. Lemon, Vice President Alcoa Fuels Inc.

Federal Insurance Company
By: Cathy L. Woodruff, Attorney-in-Fact

State of OH
County of Cuyahoga } ss:

On November 9, 2018, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Cathy L. Woodruff

known to me to be Attorney-in-Fact of Federal Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 8/26/2022

LaTanya Goodwin Notary Public

LATANYA GOODWIN
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 8/26/2022

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Cathy L. Woodruff of Cleveland, Ohio

each of their true and lawful Attorneys-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 17th day of July, 2017.

Dawn M. Chirurgo, Assistant Secretary — Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss:

On this 17th day of July, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chirurgo, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chirurgo, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof; that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies, and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is to the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal — KATHERINE J. NEELAN, NOTARY PUBLIC, STATE OF NEW JERSEY, No. 2318666, Commission Expires July 10, 2018 — Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 20, 2008:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, contracts and other written commitments of the Company entered into in the ordinary course of business ("Written Commitments"):

(1) Each of the Chairman, the President, and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company under such attorney-in-fact's power of attorney or other written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President, and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President, and the Vice Presidents of the Company is hereby authorized for and on behalf of the Company to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as may be specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of an officer or other person executing any Written Commitment in accordance with a power of attorney, resolution, or delegation of authority pursuant to Section 4(1) or Section 4(4) hereof, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation."

FURTHER RESOLVED, that the signature of a person officer or agent who shall have authority to execute any instrument of the nature and authority of officers, employees and other persons to act for and on behalf of the Company, and the seal of the Company may be affixed to any such power of attorney or certificate relating thereto by facsimile.

I, Dawn M. Chirurgo, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(1) The foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.

(2) The Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department, Surety, Federal and Treasury are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, American Samoa and the Northern Mariana Islands.

(3) The foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this November 9, 2018

Dawn M. Chirurgo, Assistant Secretary

To verify authenticity of this Power of Attorney call 1-908-903-2483 or visit www.chubb.com.

Form 15-10-0228(ed. 1/2014)