WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
December 10, 2018
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

Commissioner Saylor: Thank you. First item on the agenda is Public Hearing for the Vacation of the twelve (12) foot Public Utility Easement. We need to recess.

Commissioner Weisheit: I make a motion to recess the meeting.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

PUBLIC HEARING
IN THE MATTER OF THE VACATION OF A 12 FOOT PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT LOCATED ON LOTS 50 AND 51 IN HUNTINGTON CREEK SECTION B IN OHIO TOWNSHIP, WARRICK COUNTY, INDIANA

Sherri Rector: You want me to do it?

Commissioner Saylor: Yeah, go ahead, Sherri. I'm sorry.

Sherri Rector: It's a Public Hearing in the Matter of the Vacation of a twelve (12) foot Public Utility Easement and Drainage Easement located on Lots 50 and 51 in Huntington Creek, Section B in Ohio Township. This did come before the Drainage Board, I believe in Sept…yeah, September 10th of this year. And you gave your consensus on the drainage easement part. We do have the green receipts back from notification to all the adjacent property owners and letters from all utility companies. They have no objection. They're wanting to build a house over these two (2) property lines and they have to vacate the easement.

Commissioner Saylor: So is there anybody here to speak for or against this? State your name for the record please.

Scott Buedel: Scott Buedel with Cash Waggner and Associates here on behalf of Hamby Huntington, Tim Hamby the owner. Just like Sherri had said, this is for construction of a single residence that's gonna cross over that property line and is due to the configuration of the platted easement; it would be in the way. So just asking for your approval.

Commissioner Saylor: Okay. Any questions, Board?

Commissioner Weisheit: There's no body for or against.

Commissioner Saylor: Okay. So I have a motion?

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

Commissioner Johnson: I'll second. We need an Ordinance?

Sherri Rector: I'm sorry, we need an Ordinance number.

Commissioner Weisheit: Oh, okay.

Kristine Georges: The Ordinance…

Commissioner Saylor: The Public Hearing…?

Commissioner Weisheit: Oh, wait a minute. We close this.

Todd Glass: Yeah, we're still...

Commissioner Weisheit: We close this then we act.

Commissioner Saylor: Alright, so do I need a motion to close the Public Hearing?

Todd Glass: Um hum.

Commissioner Weisheit: I'll make that motion.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

ACTION ON PUBLIC HEARING
IN THE MATTER OF THE VACATION OF A 12 FOOT PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT LOCATED ON LOTS 50 AND 51 IN HUNTINGTON CREEK SECTION B IN OHIO TOWNSHIP, WARRICK COUNTY, INDIANA
ORDINANCE 2018-32

Commissioner Saylor: Now, do I have a motion on the vacation?

Commissioner Weisheit: Now we need an Ordinance.

Commissioner Johnson: We need an Ordinance number?

Kristine Georges: The Ordinance number is 2018-32.

Commissioner Saylor: Thank you.

Kristine Georges: You're welcome.

Commissioner Weisheit: I make a motion to approve Ordinance 2018-32.

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). Thank you, Sir.

(Ordinance 2018-32 is located on Pages 15 through 16 of these Official Minutes)

AREA PLAN COMMISSION
STREET CONSTRUCTION PLANS
PP-18-13 CHATHAM PLACE SUBDIVISION

Sherri Rector: Okay, let's see, the next item is Street Construction Plans. Primary Plat 18-13, Chatham Place Subdivision by R.A. McGillem Custom Homes, LLC, by Ronald McGillem, Partner. Seven point three-one (7.31) acres located on the east side of Grimm Road approximately five hundred twenty-six (526) feet north of the intersection formed by Grimm Road and Willow Pond Road, Ohio Township. It's Lot 2 in Fadheel Subdivision. It's at 4822 Grimm Road. Advertised in the Standard November 29th. And I believe you should have seen the plat in Drainage Board Meeting?

Bill Bivins: Bill Bivins, Engineer.

Commissioner Saylor: Hi, Bill.

Sherri Rector: And Bobby has reviewed the street construction plans.

Commissioner Saylor: Bobby, all in order?

Bobby Howard: I guess with the changes that I believe were made in the Drainage Board related to the elevation inverts of the pipe; everything else is in order and recommend approval.

Commissioner Saylor: Okay. Alright, do I have a motion?

Commissioner Johnson: Make a motion to approve PP-18-13.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

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

Bill Bivins: Okay, thank you.

Commissioner Saylor: Thank you, Bill.

(PP-18-13, Chatham Subdivision, is located on Pages 16 through 17 of these Official Minutes)

PP-18-14 TIMBER VIEW ESTATES II

Sherri Rector: The next one (1), Primary Plat 18-14, Timber View Estates II by Mark and Jill Nance, Owners, needs to be continued. They did not get their notices sent out on time. So it will come to you the first meeting of January.

Commissioner Saylor: Okay. So we don't need a motion to continue that?

Sherri Rector: Yes, because it was put on the...

Commissioner Saylor: We do? Motion to table?

Commissioner Weisheit: I make a motion that we table this.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Sherri Rector: Thank you.

EXTENSION REQUEST
HUNTINGTON RIDGE SUBDIVISION

Sherri Rector: The next items is Extension Requests, is Huntington Ridge Subdivision by Maken Corporation, Steve Ubelhor, Vice President. We are holding three thousand three hundred and seventy-two dollars ($3,372.00) in escrow for sidewalk construction. They have had thirteen (13) years. The date, surety date expires January 17th of '19. They're asking for another year due to the slow rate in lot sales. Bobby has reviewed the dollar amount.

Bobby Howard: Dollar amount is sufficient.

Commissioner Saylor: Okay, do you 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).

(Huntington Ridge Extension is located on Page 17 of these Official Minutes)

WATERSTONE VILLAGE SECTION II SUBDIVISION

Sherri Rector: Okay, next one (1) is Waterstone Village, Section II Subdivision, by Maken Corporation, Steven Ubelhor, Vice President. We are holding two thousand five hundred and sixty-eight dollars ($2,568.00) in escrow for sidewalk construction. They have had fifteen (15) years. The surety expires January 27th of '19. They are asking for another year due to slow rate in lot sales.

Bobby Howard: The dollar amount...

Sherri Rector: Bobby's reviewed.

Bobby Howard: Yeah, the dollar amount is sufficient.

Commissioner Weisheit: Okay. 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).

(Waterstone Village Extension is located on Page 18 of these Official Minutes)

REQUEST TO WITHDRAW FUNDS ARBOR POINTE SECTION II PHASE III

Sherri Rector: Okay, next item is Request to Withdraw Funds, Arbor Pointe, Section II, Phase III, by New Urban Development, Brian Murphy. We are holding two thousand seven hundred and fifty dollars ($2,750.00) in escrow for street plans. They have had five (5) years. We've made several attempts to notify Mr. Murphy that his time period was coming up. We needed a request for an extension. He just basically wasn't going to do it. He would not get ahold of Cash Waggner to tell them to do anything for him either. So we are here before you to ask you to draw the funds and put it in the Highway Department Fund and then Bobby will have to go out and complete the streets. And Bobby has a letter that stated that they did do an inspection. Upon inspection it was found that the construction was not complete and in compliance with the approved street plans. For lack of a response from the developer, we'd recommend the surety be drawn and used to bring the development into compliance.

Bobby Howard: Ditto.

Commissioner Saylor: So do I have a motion to draw the security?

Commissioner Weisheit: I'll make that motion.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Arbor Pointe, Section II, Phase III, Funds Withdraw, is located on Pages 18 through 19 of these Official Minutes)

DEDICATION OF RIGHT-OF-WAY FUTURE EASTWICK DRIVE IN BERKSHIRE SUBDIVISION

Sherri Rector: And then, let's see, next is Dedication of Right-of-Way, Maken Corporation convey and warrant to Warrick County, through the Warrick County Board of Commissioners part of the south half of the southwest quarter of Section 17-6-8 west of Boon Township, being point two-five (0.25) acres more or less to be part of the future Eastwick Drive in Berkshire Subdivision. And Bobby will give you a report on this. You should have drawings in your packet.

Bobby Howard: This is in (inaudible) to sewer installs to where we are accepting it for right-of-way so that the sewer easement doesn't need to be in place and that way we don't require them to put a hold harmless and things together for that sewer line. So we're just accepting the right-of-way now and then it will all be reapplied again when the secondary plats are approved as right-of-way when we accept the streets for maintenance.

Commissioner Saylor: Okay. Do I have a motion?

Commissioner Weisheit: I make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Sherri Rector: Pardon me? All this. Okay, I'm done. Thank you.

Commissioner Saylor: Thank you, Sherri.

Commissioner Johnson: Thank you, Sherri.

(Dedication of Right-of-Way, Eastwick Drive, Berkshire Subdivision is located on Page 19 of these Official Minutes)

APPROVAL OF MINUTES NOVEMBER 13, 2018 AND NOVEMBER 26, 2018

Commissioner Saylor: Next on the agenda is Approval of Minutes of our November 13, 2018 Regular Session and our November 26, 2018 Regular Session. Do I have a motion to approve those Minutes?

Commissioner Johnson: Motion

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

ITEMS FOR DISCUSSION
NEW ECONOMIC DEVELOPMENT DIRECTOR HIRE

Commissioner Saylor: Next item on the agenda is Item, or Item for Discussion, in New Economic Development Hire. The, the person we hired is not, he was not able to attend tonight because of prior commitments. But we have taken the recommendation of our Board and his name is Steve Roelle. So I need a motion to accept the hire of Steve or the recommendation of Steve Roelle for our new Economic Development Director for Warrick County.

Roger Emmons: Mr. President? Is that Rawley or…?

Commissioner Saylor: I think it's R-o-l-l…

Roger Emmons: I'm sorry.

Kristine Georges: R-o-e-l-l-e.

Todd Glass: E-l-l-e.

Commissioner Saylor: Right. R-o-e-l-l-e, right.

Roger Emmons: Okay, thank you.

Commissioner Johnson: Make a motion to accept the new hire.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Is that, the effective date, Mr. President, for that?

Commissioner Saylor: He will start January 1st.

Todd Glass: Okay. Thank you.

Commissioner Weisheit: Mr. Taylor's staying 'til the end of March, I think, isn't he? Yeah.

Commissioner Saylor: Yes.

2019 HOLIDAY SCHEDULE
ORDINANCE 2018-33

Commissioner Saylor: Next item on the agenda is our Ord…Holiday Calendar. We need an Ordinance number for that.

Kristine Georges: It'd be '33.

Commissioner Weisheit: I make a motion to approve Ordinance 2018-33, our 2019 Holiday Schedule.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Ordinance 2018-33, Holiday Ordinance, is located on Page 19 of these Official Minutes)

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
BELL ROAD PROJECT – DISCUSS ADMINISTRATIVE SETTLEMENT FOR PARCEL 56

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

Roger Emmons: Thank you, Mr. President. First item is the Bell Road Project, Parcel 56, Discuss Administrative Settlement. This was tabled from your November 26th meeting. We didn't receive it 'til later that day. Bobby did get with our consultant on it they have a different view, probably just best to turn it over to Bobby. He talked to Brian Woods saying he did not agree with the comparable as submitted by the property owner.

Bobby Howard: Yeah, basically our review appraiser reviewed what the property owner submitted and that, the comparables aren't really comparable. And I believe that our consultant did give a recommendation on what we should counter offer. Roger, I, I think I sent it to you.

Roger Emmons: Yeah, the counter-offer they're recommending is two thousand seven hundred and twenty dollars ($2,720.00) for, which is less than what they requested. They had initially requested seven thousand nine hundred fifty ($7,950.00) to take it up to twenty thousand ($20,000.00). So, they recommend a two thousand seven hundred twenty dollar ($2,720.00) counter-offer for the land and ten thousand ($10,000.00) for damages which raises the total to fifteen thousand one hundred seventy dollars ($15,170.00) from the original twelve thousand and fifty ($12,050.00). That's four thousand eight hundred and thirty dollars ($4,830.00) less than the property owners were asking. But it stated, Mr. Hendricks stated that seemed like a fair way to try to avoid a condemnation proceeding.

Bobby Howard: And they found those dollar amounts by using the high end comparable that our review appraiser recommended. So he's using a high, the high end appraisal to be more fair to them, but at the same time to be fair to us as well. Because the comparable the property owner used was an interior lot at a subdivision, not a street frontage lot. And the thoroughfare...

Roger Emmons: Yeah, the (inaudible) subdivision value is between a half a million ($500,000.00) and a million ($1,000,000.00). So this particular sell is an interior lot, not in front of Bell Road, the one's they tried to use as comparable.

Commissioner Johnson: What's your recommendation, Bobby?

Bobby Howard: I recommend to go with the consultant's suggestion of the increase in value, I think it was from twelve thousand fifty ($12,050.00) to...

Commissioner Johnson: Fifteen-one-seventy ($15,170.00)?

Bobby Howard: Fifteen-one-seventy ($15,170.00), yes, Sir.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I'll make that motion.

Commissioner Weisheit: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Commissioner Johnson: So, I will let, or, Bobby, you want to let them know to make that offer? How will that proceed?

Bobby Howard: Yeah, I will get back through with the consultant and send them the request to let the buying agent proceed with the counter.

Roger Emmons: Okay. Thank you.

COURTHOUSE RENOVATION PROJECT
APPLICATION AND CERTIFICATION OF PAYMENT 5 TO ENERGY SYSTEMS GROUP

Roger Emmons: The next item I have is the Courthouse Renovation Project. This is Application and Certificate for Payment 5 to Energy Systems Group. And this is in the amount of nine hundred seventy-one thousand two hundred ninety dollars and fifty-four cents ($971,290.54).

Commissioner Saylor: Lot of money. Do we have a motion?

Commissioner Weisheit: I make a motion to approve that.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

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

Roger Emmons: Thank you, gentlemen.

(ESG Payment 5 is located on Pages 20 through 21 of these Official Minutes)

REQUEST FOR FMLA LEAVE

Roger Emmons: Next item is Request for Family Medical Leave Act Leave. I received all required paperwork with proper signatures. And would recommend your approval. It's a Prosecutor's employee.

Commissioner Johnson: Make a motion to approve the FMLA Leave.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

FIXED ASSET NOTIFICATION FORM
2018 DIAMOND CONCRETE CUTTING SAW AND REPLACEMENT BLADES

Roger Emmons: Next item is a Fixed Asset Notification Form on behalf of Storm Water Management Department. A 2018 twenty-six (26) inch Diamond Concrete cutting saw and three (3) replacement blades. And we have the serial number for the saw and the engine number listed; it's on the form. Need your approval by motion.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(Fixed Asset, Storm Water, Diamond Concrete Cutting Saw, is located on Page 21 of these Official Minutes)

SHERIFF'S OFFICE REVOLVERS DECLARED SURPLUS FOR NEW PURCHASES

Roger Emmons: A couple of other items. One (1) I have listed is the Sheriff's Office submitted a list of .38 Smith and Wesson, Model 442 revolvers. They want the Commissioners to declare those surplus so they can trade them in on newer Glock G43 pistols. The determined the value of the Smith and Wesson Model 442 at less than three hundred dollars ($300.00) a piece.

Commissioner Weisheit: I make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

PRESENTATION OF NEW WEBSITE SERVER

Roger Emmons: One (1) last item, Computer Resource Director, Guy Whelan, would like to report on a change to our website. We've been using dot.net to host that. It costs close to five thousand ($5,000.00) a year. We've got...

Guy Whelan: (Inaudible).

Roger Emmons: And Guy has looked into a much cheaper alternative with, I guess a local provider. It would be hosted on the Cloud. And in the long run it saves us thousands of dollars. I know Guy, you've got this up on the monitors. First thing I notice is that Warrick is misspelled. Not up there but right there. So...

Todd Glass: Details.

Roger Emmons: If you want to go ahead and comment to the Board real quick what we're looking at.

Guy Whelan: This is the, the build site that we've been working on with this developer. And basically we're just mimicking what is on our current website. We're porting all the information over and just making it look a little better. And the savings is going to be in the hosting and not having to pay for the content management system every year.

Roger Emmons: And the dot.net (inaudible) agreement ends on December 18th, and I believe that Guy has notified them that we're going to terminate that.

Guy Whelan: Yes.

Roger Emmons: Because, what did you say, twenty ($20.00) a month on the cloud?

Guy Whelan: Yes.

Roger Emmons: So, you know, it's less than three hundred dollars ($300.00) a year. So once we make the initial payment, I think it's forty-six hundred dollars ($4,600.00)?

Guy Whelan: Yes. Forty-six hundred dollars ($4,600.00) for the development and the redesign and the moving of all the information over. Any external links will still be external links. We're not changing any information; we're just bringing it over as is and any changes that need to be made we'll make in the future.

Roger Emmons: In-house.

Guy Whelan: In-house.

Commissioner Weisheit: You need a motion?

Todd Glass: Yes, he needs a motion.

Commissioner Weisheit: I make a motion to approve.

Commissioner Saylor: Second?

Roger Emmons: Is it David?

Guy Whelan: Yes, David Maish.

Commissioner Johnson: Yes, and I'll second.

Roger Emmons: The provider is David Maish. That's M-a-i-s-h.

Guy Whelan: And he's from Henderson.

Roger Emmons: (Inaudible). There'd be the same departmental breakdowns that we currently have.

Commissioner Saylor: Okay. So I have a first and a second. All in favor?

Commissioner Johnson: Aye.

Commissioner Weisheit: Aye.

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

Commissioner Johnson: Good job, Guy.

Commissioner Weisheit: Guy, I want to complement you on the job you've been doing here too. So, just appreciate your hard work.

Guy Whelan: Thank you.

Commissioner Weisheit: And staying on top of everything. Appreciate it.

Commissioner Saylor: Thank you.

Roger Emmons: Thank you, Mr. President.

Commissioner Saylor: Thank you, Roger.

(David Maish Service Contract is located on Page 21 of these Official Minutes)

COUNTY ATTORNEY
INTERLOCAL AGREEMENT WITH INDOT ON PROVISIONAL INSTALLATION OF TRAFFIC SIGNAL AT STATE ROAD 66 AND GRIMM ROAD

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

Todd Glass: Thank you, Mr. President. First item is the Interlocal Agreement between INDOT and Warrick County for the provisional installation of the traffic signal on State Road 66 and Grimm Road. The Commissioners realize that we

Commissioner Saylor: Okay.

Todd Glass: You've already signed it.

Commissioner Saylor: Alright. Do I have a motion?

Commissioner Weisheit: Make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you.

(INDOT Interlocal for Provisional Traffic Signal is located on File in the Auditor's Office)

ORDINANCE AMENDING PER DIEM RATES FOR MEALS AND LODGING FOR COUNTY EMPLOYEES ORDINANCE 2018-31 UDATE ON ORDINANCE PASSAGE BY STATE STATUTE

Todd Glass: Ordinance 2018-31 is an Ordinance amending the Per Diem Rates for Meal and Lodging reimbursements for Warrick County Employees. I was just going to mention a couple things about that. I believe just in error it was referenced last meeting as Ordinance 2018-30, but I've corrected in the record that it was Ordinance 2018-31. You approved that unanimously at the First Reading. And I just wanted to mention to the Commissioners that I wanted to update you on a procedure for Ordinance passage. Actually, Indiana Law does not require First, Second, and Third Readings of Ordinances. But it's always been our habit and custom in doing that. There's no requirement for it and we don't have any Ordinance requiring it. So under Indiana Statutory Law, you've approved Ordinance 2018-31 already. And unless you instruct me otherwise, I'd suggest that we go with the simpler procedure that's called for in the Statute. So if you have a unanimous approval of an Ordinance on the first night of introduction; that is effective to pass the Ordinance. If you have, for example, a two (2) to one (1) vote, you just have to move to a Second Reading at the next meeting. So that's how that works. Is that alright with the Commissioners?

Commissioner Saylor: Fine with me.

Commissioner Johnson: Sounds good to me.

Commissioner Weisheit: Sounds good, thank you, Sir.

Todd Glass: Alright.

(Ordinance 2018-31, Per Diem Rates, Meals and Lodging, are located on Page 22 of these Official Minutes)

ORDINANCE AMENDING ANIMAL CONTROL CHAPTER ORDINANCE 2018-34

Todd Glass: Then the next item I have on the agenda is Ordinance 2018…?

Kristine Georges: '34.

Todd Glass: Dash '34, which we shared with the Commissioners earlier and you have a copy in front of you. Those are specific revisions amending section 131.16 of the Code of Ordinances of Warrick County dealing with Animal Control. This Board, Mr. President, previously about a month and a half (1 ½) ago, approved a whole scale update/modification to the Animal Control Chapter. And Danielle and the Animal Control staff realized that there were some minor errors that needed to be corrected in that adoption of a new chapter. Those are a few corrections. For example, prohibiting an animal from being transported in an open bed of a truck below twenty (20) degrees. Actually that was supposed to be below thirty-two (32) degrees Fahrenheit. Things like that. There's a few corrections requested by the Animal Control Office to simplify some provisions of that chapter that you passed about a month and a half (1 ½) ago and would be ready for you to approve on First Reading. And if you have any questions, I can answer them.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: I make the motion to approve. And that's Ordinance 2018-34?

Commissioner Saylor: '34, um hum.

Commissioner Johnson: I'll second.

Commissioner Saylor: Any discussion? We're all good with it? Alright. All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you.

(Ordinance 2018-34, Animal Control Ordinance, is located on Pages 23 through 25 of these Official Minutes)

BULK USER AGREEMENT FOR BLACK KNIGHT FOR RECORDER'S OFFICE

Todd Glass: We have a Bulk User Contract with Black Knight for the Recorder's Office. Black Knight is either the only or only one (1) of two (2) bulk users of copies through the Warrick County Recorder's Office, Mr. President. I've reviewed the contract. It's the same contract as was previously in place. It's just renewal for another year and allows the Recorder to charge certain charges for copies requested by this particular vendor. And if approved then the Commissioners, all three (3), would sign and attested by the Auditor.

Commissioner Saylor: Okay. Do I have a motion?

Commissioner Johnson: I make that motion?

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Black Knight Bulk User Agreement is located on Pages 25 through 28 of these Official Minutes)

AMENDMENT TO CONTRACT WITH INSTALLATION OF THE BARRIER ISLAND ON GRIMM ROAD FOR ARBOR POINTE

Todd Glass: And lastly, Mr. President, not on the agenda, but again another agreement that was finalized in the interim. That was the amendment to the contract with the installation of the barrier island on Grimm Road for Arbor Pointe, Section III, to provide for right in, right out, right out barrier to be constructed at some point in time in the future. So additional edits were recently finalized between Mr. Howard and Arbor Pointe and to his satisfaction. Although you've signed the agreement, I would just recommend you by motion approve entering into that amendment tonight.

Commissioner Saylor: Do I have a motion?

Commissioner Weisheit: I make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: That takes care of me.

Commissioner Saylor: Thank you.

(Contract Amendment for Arbor Pointe is located on Pages 28 through 29 of these Official Minutes)

COUNTY AUDITOR
NON-CERTIFIED CLAIMS

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

Auditor Stevens: Okay, Debbie Stevens, Warrick County Auditor. Claims that have been; let's do the Non-Certifieds first. I have First Bankcard, Storm Water. Includes napkins, one-ninety-five-twenty-two ($195.22). Purdue CES Fund, Extension Office, this is for, I believe office supply, an office supply claim.

Commissioner Johnson: We moved them out to the 4-H Center.

Auditor Stevens: Pardon?

Commissioner Johnson: We moved them out to the 4-H Center.

Auditor Stevens: Is that the punishment? Okay. Just kidding.

Commissioner Johnson: Well, there's nowhere to put them

Auditor Stevens: Oh, I know. There's cleaning supplies, but then there's Kleenex, hot chocolate, and peanut butter, one-'o-five-sixty-four ($105.64) on Office Supplies. First Bank Card, Health Department, Kleenex, air fresheners, candles, six-seventy-four-forty-nine ($674.49). So those were Non-Certified Claims.

Commissioner Weisheit: I make a motion to approve the Non-Certified 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).

(Non-Certified Claims are located on Page 30 of these Official Minutes)

CERTIFIED CLAIMS

Auditor Stevens: Certified Claims have a total of seven hundred forty-two thousand four hundred forty-one dollars and seventy-five cents ($742,441.75).

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: Thank you.

Commissioner Weisheit: Thank you, Debbie.

(Claims are located on Pages 30 through 32 of these Official Minutes)

2019 PAY SCHEDULE

Auditor Stevens: I do have; I think you were emailed copies of the Pay Schedule for 2019. So I just need your approval for that.

Commissioner Saylor: Okay, do I have a motion to approve the 2019 Pay Schedule?

Commissioner Johnson: I make the motion.

Commissioner Weisheit: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Thank you.

Commissioner Saylor: Is that it?

Auditor Stevens: That's it.

Commissioner Saylor: Thank you.

(2019 Pay Schedule is located on Page 32 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
ACCEPTANCE OF SR 61 RELINQUISHMENT PER INDOT AGREEMENT FROM BOONVILLE CITY LIMITS TO JUST SOUTH OF NEW HARMONY ROAD

Commissioner Saylor: Next item on the agenda is our County Engineer and Highway, Bobby Howard.

Bobby Howard: First item I have on the agenda is the Acceptance of the State Road 61 Relinquishment from the new round-about south of Shelton Road to Boonville limits per our 2010 Agreement with INDOT. INDOT has performed their part of that agreement and now we need to approve by motion that we're accepting that portion of the roadway.

Commissioner Weisheit: I make a motion to approve.

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).

Commissioner Weisheit: Bobby, will that be titled Old State Road 61 or how will that be…?

Bobby Howard: Yeah. Yeah, that's how we would sign it.

Commissioner Weisheit: Will that change the residents out there address to Old State Road 61?

Bobby Howard: Technically, yes.

Commissioner Weisheit: I guess I didn't know if we need to have some conversation with someone.

Bobby Howard: I will talk with Sherri through the Area Plan Commission. They do the addressing and see what route that they want to go there.

Commissioner Weisheit: Okay. Thank you.

(Acceptance of Relinquishment is located on Pages ✓ through ✓ of these Official Minutes)

Per Bobby Howard - no paperwork was signed for the relinquishment of 61.
K. Georges 1/10/19

PAY ESTIMATE APPROVAL FROM BRIDGE 34

Bobby Howard: The next item I have is two (2) Pay Estimates for the Bridge 34 Project. The first pay estimate is subtract, well, the total of the pay estimate is nineteen thousand four hundred and fifty dollars ($19,450.00). The retainage is three thousand eight hundred and ninety dollars ($3,890.00) for a total amount of fifteen thousand five hundred and sixty dollars ($15,560.00). The second pay…that was for the month of October. The second pay estimate for the month of November. That pay estimate total was ninety-nine thousand nine hundred and ninety dollars ($99,990.00). The retainage was nineteen thousand nine hundred and ninety-eight dollars ($19,998.00). And then less the previous billing of fifteen-five-sixty ($15,560.00) puts the total for this pay estimate at sixty-four thousand four hundred thirty-two dollars ($64,432.00). So I'd recommend the approval of both of these pay items. This is to put the bridge fifty-one percent (51%) complete roughly. They plan on; they are further on that at this time. The pay estimate is just now catching up to that point. But they should have that bridge open up by the end of next week was the last report that I had on that. So at this time I just recommend approving both pay items.

Commissioner Saylor: Okay, do…?

Commissioner Weisheit: I make a motion to approve both pay items on Bridge 34.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

(Pay Estimate Approval for Bridge 34 is located on Page~~s~~ 33 ~~through~~ __ of these Official Minutes)

PROPOSAL FOR INTERSECTION IMPROVEMENT DESIGN AT EPWORTH ROAD AND WARRICK WELLNESS TRAIL

Bobby Howard: And one (1) last item I do have is a Proposal for Intersection Improvement Design at Epworth Road and Warrick Wellness Trail. Based on the studies done by the MPO, we need to move forward at looking at a traffic signal for this location. I do have a proposal from Lochmueller Group to look at a traffic signal and any pavement widening and drainage adjustments that need to be done as well as pedestrian, bicycle crossings, signalization, and ADA ramp constructions to put together a set of plans on that. That's for a for cost, a lump sum of thirty-five thousand five hundred dollars ($35,500.00) to be paid out of our EDIT Funds and I'd recommend approval so we can proceed with getting this underway.

Commissioner Weisheit: Make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

Bobby Howard: And I will have the County Attorney review part of this. There's some new language on here that I'd like to have him approve before we get that back to them.

Commissioner Saylor: Good deal.

Bobby Howard: That's all I have, thank you.

Commissioner Saylor: That's it? Okay.

(Lochmueller Proposal is located on Pages 33 through 36 of these Official Minutes)

COUNTY PURCHASING
DECLARING USED SEATING SURPLUS

Commissioner Saylor: Next item on the agenda is County Purchasing. Mr. Grassman?

Joe Grassman: Joe Grassman, Purchasing Manager. I'm just here tonight to ask the Board to declare these chairs out here, the seating, audience seating as surplus so we can; basically, I think the idea is to transfer it over to the Small Claims Court in the Prosecutor's realm over in the Judicial Center. There's ninety (90) chairs out here. And I don't know how many of these he'll be using or can use. He does have an interest in them.

Commissioner Saylor: Okay. Do I have a motion?

Commissioner Weisheit: I make a motion to declare the chairs in here surplus so Joe can get them relocated.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Commissioner Johnson: Joe, when are the new chairs coming in?

Joe Grassman: Supposed to be in this week.

Commissioner Saylor: This week.

Joe Grassman: Yeah, Wednesday, I believe.

Commissioner Saylor: What did you say? Thank you, Joe.

Joe Grassman: Thank you.

COUNTY SHERIFF

Commissioner Saylor: Next item on the agenda is County Sheriff. Sheriff-Elect, do you have anything? Alright, thank you.

COMMISSIONER ITEMS FOR DISCUSSION
DISCUSSION OF VARIOUS ITEMS FOR SURPLUS

Commissioner Saylor: Okay, Commissioner Weisheit?

Commissioner Weisheit: Nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: Nothing.

Commissioner Saylor: I have nothing. It says Items to Surplus, but Joe's already…oh, was we, do we need to declare anything surplus downstairs?

Commissioner Johnson: I thought there was some…

Joe Grassman: I mean (inaudible) Extension Office.

Commissioner Johnson: The Purdue Extension Office.

Commissioner Saylor: Did you have a list of that stuff?

Roger Emmons: (Inaudible) gone.

Commissioner Saylor: Is it already gone?

Joe Grassman: That's, Joe Grassman, Purchasing Manager. That's just stuff that we made available to the employees? Correct? Initially and then there's a few things left.

Commissioner Saylor: We've already taken care of all that. It was already declared surplus?

Joe Grassman: I don't, we haven't; we did maybe by consensus on email.

Commissioner Johnson: We did by consensus.

Joe Grassman: But we didn't do it at an open meeting, I don't believe.

Roger Emmons: Probably not. You can just make a quick motion to do that. Joe put it out there on everybody's emails to what was available. I think a lot of it got taken pretty quickly.

Commissioner Johnson: I make a motion to declare surplus the items listed by Joe from the Purdue Extension Office.

Commissioner Saylor: And downstairs and the common areas.

Commissioner Johnson: In the hallways and (inaudible).

Joe Grassman: (Inaudible) yeah, with the other stuff, Ryan's supposed to get with me on that. We're supposed to go down and look at everything and with...

Commissioner Johnson: Baker.

Commissioner Saylor: Baker, yeah.

Joe Grassman: So, we haven't done that yet. I'm waiting on...

Commissioner Saylor: Okay, okay.

Joe Grassman: Maybe I'll contact him tomorrow.

Commissioner Johnson: I'm sure there'll be more.

Commissioner Saylor: Okay, alright. So I have a first...

Commissioner Weisheit: Second.

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

Commissioner Weisheit: Aye.

Commissioner Johnson: Aye.

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

Commissioner Johnson: Thank you.

Joe Grassman: You're welcome.

Commissioner Saylor: Anybody else?

Commissioner Weisheit: Make a motion to adjourn.

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

Commissioner Weisheit: Aye.

Commissioner Johnson: (Inaudible).

ADJOURNMENT: Meeting adjourned at 4:33 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

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

BEFORE THE BOARD OF COMMISSIONERS

OF WARRICK COUNTY, INDIANA

IN THE MATTER OF THE PETITION TO VACATE
ONE (1) PUBLIC WAY OR PUBLIC PLACE
ON LOT 50 AND 51 IN HUNTINGTON CREEK, SECTION B
WARRICK COUNTY, INDIANA

ORDINANCE / VACATION NO: CC 2018-32

AN ORDINANCE TO VACATE CERTAIN PUBLIC WAYS OR PUBLIC PLACES
WITHIN WARRICK COUNTY, INDIANA, COMMONLY KNOWN AS
10399 AND 10401 ASHTON COURT, NEWBURGH, INDIANA

Be it ordained by the Board of County Commissioners:

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

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

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

Part of Lots 50 and 51 in Huntington Creek Section "B", as per plat thereof, recorded in Document 2004R-010975 in the Office of the Recorder of Warrick County, Indiana and being more particularly described as follows:

Beginning at the northwest corner of said Lot 50; thence along the north line of said Lot 50, North 77 degrees 02 minutes 05 seconds East 6.18 feet to the corner of a 12-foot Public Utility and Drainage Easement; thence along the east line of said easement, South 00 degrees 46 minutes 15 seconds West 134.65 feet; thence along the south line of said easement, North 89 degrees 13 minutes 45 seconds West 12.00 feet; thence along the west line of said easement, North 00 degrees 46 minutes 15 seconds East 131.71 feet to a point on the north line of said Lot 51; thence along the north line of said Lot 51, North

77 degrees 02 minutes 05 seconds East 6.18 feet to the point of beginning and containing 1,598 square feet, more or less.

Subject to the rights of an existing 18-foot Restricted Public Utility Easement south of and adjacent to the north line of said Lot 50 and 51 in Huntington Creek Section "B", as per plat thereof, recorded in Document 2004R-010975 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to all other easements and rights-of-way of record.

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

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

PASSED this 10th day of December, 2018

BOARD OF COUNTY COMMISSIONERS
OF WARRICK COUNTY, INDIANA

By: Dan Saylor
Dan Saylor, President

By: Bob Johnson
Bob Johnson, Vice President

By: Marlin Weisheit
Marlin Weisheit, Member

Secretary

This instrument prepared by Scott Buedel, Cash Waggner and Associates, PC, 414 Citadel Circle, Suite B, Evansville, IN 47715, Phone 812-401-5561

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

FILED
DEC 06 2018
WARRICK COUNTY
AREA PLAN COMMISSION

WARRICK COUNTY, INDIANA
Drainage Board
Court House
Boonville, IN 47601

CERTIFICATE OF COMPLIANCE
Plan and Specifications - Drainage Construction
CHATHAM PLACE Subdivision

Submission Date: OCTOBER 19, 2018
Probable Start Construction: December 2018
Probable Finish Construction: May, 2019

409 FEET - 15"HDP @ $34/Ft = $13,906.00		
76 FEET - 18"HDP @ $40/ft = 3,040.00		
	$ 16,946.00	$ 16,946.00
4 STREET DRAINA & J-BOX		8,000.00
1 BEE HIVE		2,500.00
Flaired End Sections: 7 @ $300	=	2,100.00
Trash Guard 1 @ $200	=	200.00
ENTRANCE		5,000.00
DRAINAGE SWALES & RETENTION BASIN		7,500.00
STOP SIGN		300.00
STREET SIGN		300.00

NAME OF STREET	NO. OF LINEAL FEET	ESTIMATED COST OF CONSTRUCTION
CHATHAM PLACE	439.32 @ $127	$ 55,793.64

NAME THE STREETS THE AREA PLAN COMMISSION HAS REQUIRED SIDEWALKS AND WHAT THE ESTIMATED COSTS

CHATHAM PLACEE	1,080 @ $15	$ 16,200.00
Total Estimated Cost of Drainage Construction is:		$114,839.64
PLUS 10%		11,483.94
GRAND TOTAL		$126,323.58

12-10-18

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

Owner Owners Name: R. A. VOGELERI CUSTOM HOMES, LLC

Signature:

Address: 6400 WOODFIELD COURT, NEWBURGH, IN 47630

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

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

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

Signature:

Typed Name: WILLIAM Y. BIVINS, PE-PS

Engineer: Licensed Land Surveyor: Ind. Reg. No.

Address: 10579 OAK GROVE ROAD, NEWBURGH ROAD, IN 47630 Phone No: 812-457-1031

SEAL

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

Signature:

Typed Name: WILLIAM Y. BIVINS, PE-PS

Engineer: Licensed Land Surveyor: Ind. Reg. No.

Address: 10579 OAK GROVE ROAD, NEWBURGH ROAD, IN 47630 Phone No: 812-457-1031

SEAL

No. LS-50910005
STATE OF

Reviewed By: Area Plan Commission

Date: Comments:

By:

Reviewed by: County Engineer

Date: 12/10/18 Comments:

By:

(If needed additional space provided on back page)

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS 10 DAY OF December 2018

PRESIDENT

MEMBER

MEMBER

ATTEST:

COUNTY AUDITOR

Additional Space for Comments:

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

FILED
NOV 26 2018
WARRICK COUNTY
AREA PLAN COMMISSION

The Ubelhor Family
Building Newburgh for Over 45 years

3922 BELL RD, NEWBURGH, IN 47630
TEL 812-853-5261 ** FAX 812-853-5478
November 8, 2018

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

Re: Huntington Subdivision
Letter of Credit Extension and Renewal

Bobby,

Maken Corporation developer of Huntington Ridge Subdivision, we are requesting a one year extension of the Irrevocable Letter of Credit guaranteeing street and sidewalk construction in the reference subdivision.

Due to a slow rate in lot sales, no change took place in the last calendar year. The work left to be completed remains the same. Therefore, we request the letter of credit be renewed at it's current value of $3,372.00. The Cashier's Check being held to guarantee is set to expire on December 17, 2018.

The remaining work to be completed is the same as the previous year.

Thank you,

Steven Ubelhor, Vice President

BOARD OF COMMISSIONERS:

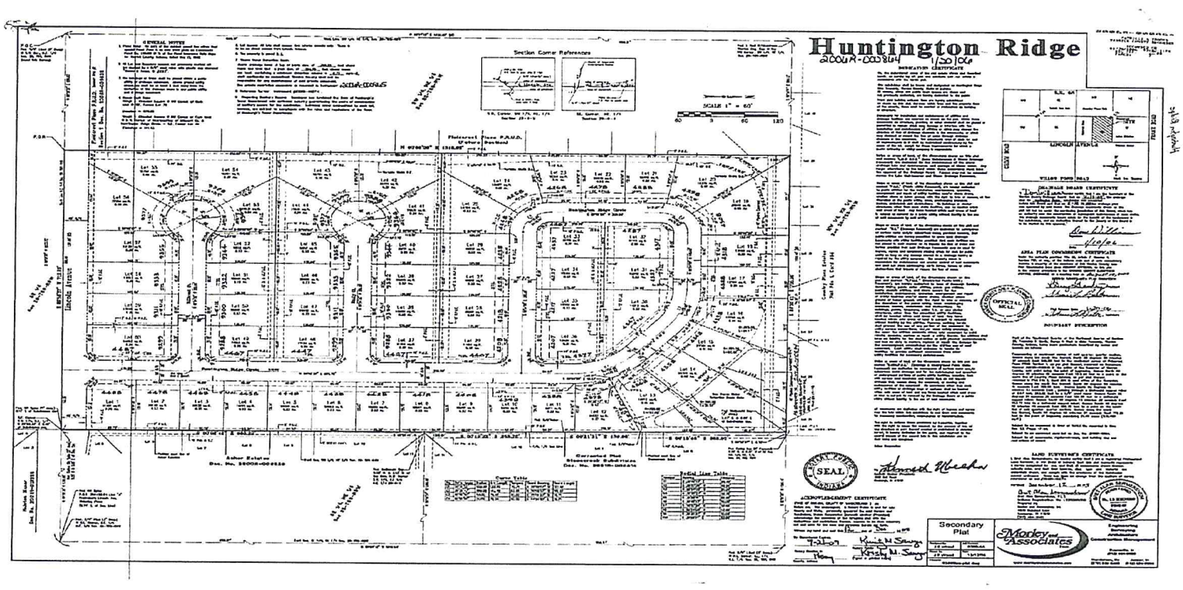
President

Member

Member

ATTEST:

Auditor
Date: 12/10/18



FILED
NOV 26 2018
WARRICK COUNTY
AREA PLAN COMMISSION

MAKON
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3922 BELL RD, NEWBURGH, IN 47630
TEL 812-853-5261 * FAX 812-853-5478
November 8, 2018

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

Re: Waterstone Village Sec II Subdivision
Letter of Credit Extension and Renewal

Bobby,

Makon Corporation developer of Waterstone Village Sec II, we are requesting a one year extension of the Irrevocable Letter of Credit guaranteeing street and sidewalk construction in the reference subdivision.

Due to a slow rate in lot sales, no change took place in the last calendar year. The work left to be completed remains the same. Therefore, we request the letter of credit be renewed at it's current value of $2,568.00. The surety guarantee is set to expire on January 27, 2019.

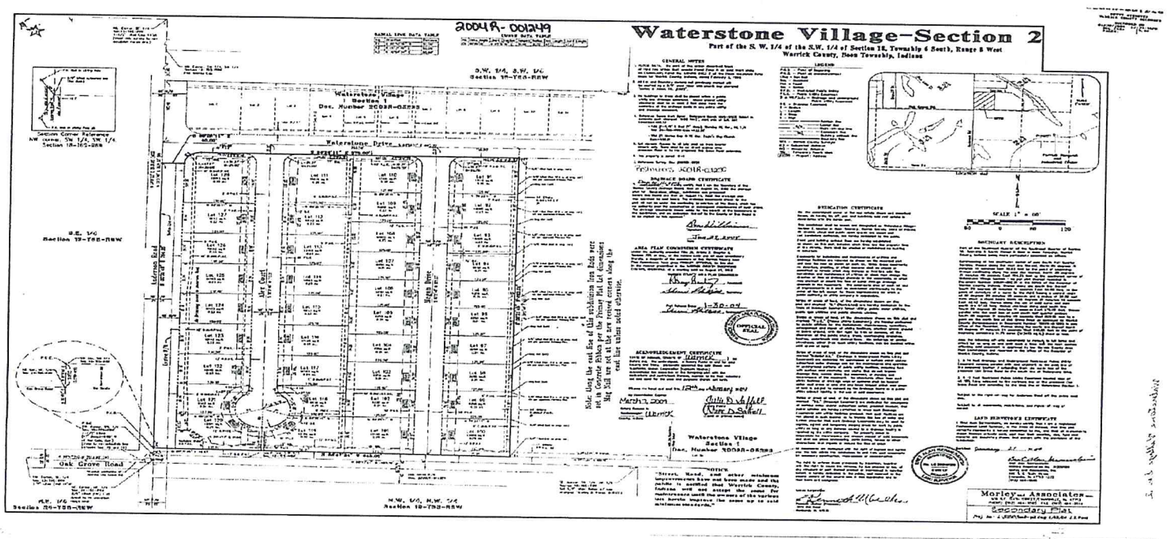
The remaining work to be completed will be during next year.

Thank you,

Steven Ubelhor, Vice President

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: 12/10/18



WARRICK COUNTY HIGHWAY ENGINEER

107 West Locust St. Suite 208 - BOONVILLE, IN. 47601
PHONE (812) 897-6094 - FAX (812) 897-6109

December 10, 2018

RE: Arbor Ponte Section 2 Phase 3

Area Planning Commission:

An inspection was made at Arbor Pointe Section 2 Phase 3. Upon inspection it was found that the construction was not complete and in compliance with the approved street plans. Per lack of a response from the developer I would recommend the surety be drawn and used to bring the development into compliance.

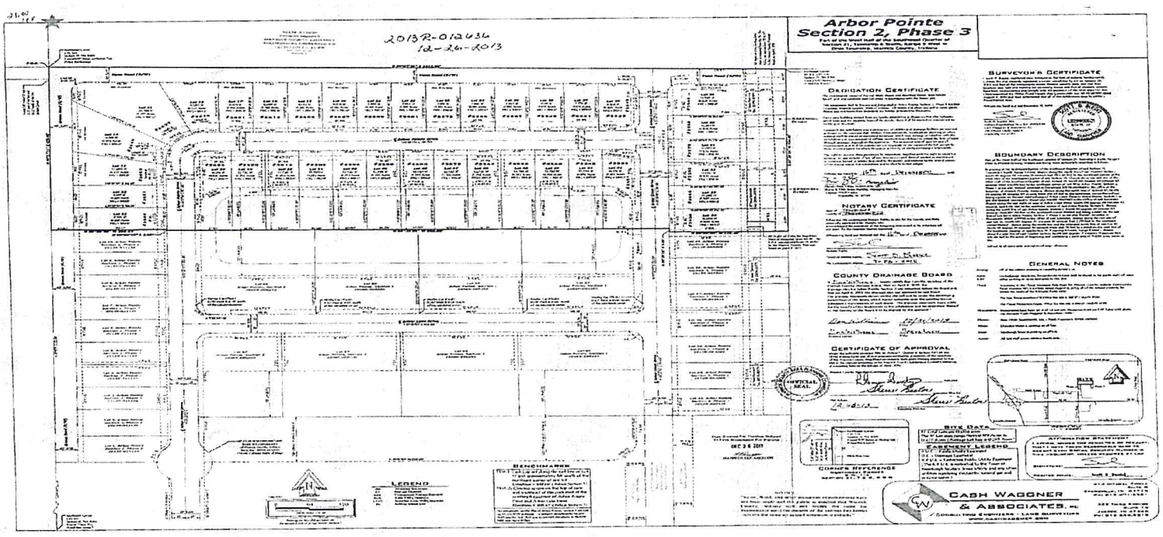
Respectfully,

Robert B. Howard, Jr., PE
Warrick County Highway Engineer

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: Credit

I:\Engineering_Dat\Documents\Letter of Credit\Arbor Pointe Sec 2 Ph 3 Letter of Credit
12-10-2018



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-_____ 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 10th day of December, 2018.

Dan Saylor, President

Robert Johnson, Vice-President

Marlin Weisheit, Member

ATTEST:

Debbie Stevens, Auditor, Warrick County

WARRICK COUNTY COMMISSIONERS ORDINANCE 2018-22

WHEREAS, Indiana Code 5-10-6-1 provides that the Warrick County Board of Commissioners shall, by ordinance, establish dates designated to be Holidays for the year;

NOW, THEREFORE, be it ordained by the Warrick County Board of Commissioners that said Board establishes the following days as legal holidays for the year 2019:

		OBSERVED
New Year's Day	Tuesday	January 1
Martin Luther King, Jr. Day	Monday	January 21
President's Day	Monday	February 18
Good Friday	Friday	April 19
Primary Election	Tuesday	May 7
Memorial Day	Monday	May 27
Independence Day	Thursday	July 4
Labor Day	Monday	September 2
General Election	Tuesday	November 5
Veterans' Day	Monday	November 11
Thanksgiving Break	Thu-Fri	November 28 & 29
Christmas Eve & Christmas	Tue-Wed	December 24 & 25
New Year's Eve	Tuesday	December 31

This Ordinance passed and ordained this 10th day of December, 2018.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice-President

Marlin Weisheit, Jr., Member

ATTEST:

Deborah K. Stevens, Auditor

\\10.0.5.7\vol2\COMMISH\ORDINANCES\2018\2018-____ (2019 Holidays).doc

#5 APPROVED 12-10-18 RE.

RECEIVED
NOV 29 2018
BY:

ORIGINAL

energy systems group

Letter of Transmittal

November 28, 2018

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

From:
Rachel Petersen
Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630

Enclosed are (2) original copies of Payment Application #5 and the lien waiver for the Guaranteed Energy Savings Performance Contract. Please let us know if you need anything additional for processing payment.

$971,290.54 (#5)

Thank you,

($4,315,270.38 TO DATE)

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

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

energy systems group

INVOICE

Invoice No: 020-0011839
Invoice Date: 11/27/2018
Job No: 0201175.18.C00
Terms: Net 30 Days

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

Balance Due
$971,290.54

Description	Total
Warrick County Courthouse - Payment Application #5 Guaranteed Energy Savings Performance Contract - Contract Dated May 14, 2018	$1,022,411.09

Sub-Total	$1,022,411.09
5% Retainage	($51,120.55)
Balance Due:	$971,290.54
Net 30 Days	

Remit Information:

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

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

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

Rachel Petersen, Project Accountant
Energy Systems Group, LLC
9877 Eastgate Court, Newburgh, IN 47630
T: 812-492-3767 | F: 833-834-0326 | rpetersen@esg.email

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

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

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

APPLICATION NUMBER: 5
APPLICATION DATE: November 27, 2018
PERIOD TO: November 30, 2018
ESG JOB NUMBER 0201175.18.C00

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

Please Remit To

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

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

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

RACHEL DIANE PETERSEN
Notary Public, State of Indiana
Vanderburgh County
Commission Number 671826
My Commission Expires
June 27, 2026

CONTRACT FOR:

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

1. ORIGINAL CONTRACT SUM		$6,143,876.00
2. Net change by Change Orders		$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$6,143,876.00
4. TOTAL COMPLETED & STORED TO DATE		$4,542,389.87
5. RETAINAGE: a. 5% of Total Completed & Stored To Date (Column I of G703)	$ 227,119.49	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$4,315,270.38
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$3,343,979.84
8. CURRENT PAYMENT DUE		$971,290.54
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$1,828,605.63	

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

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

CONTRACTOR:
By: Drew Bailey, Vice President Date: 11/27/2018
State of: Indiana
County of: Warrick
Subscribed and sworn to before me this 27th day of November 2018
Notary Public: Rachel Diane Petersen
My Commission expires: June 27, 2026

Owner Approval:
Dan Saylor 12-10-18
Dan Saylor
Warrick County Commissioners Office

CONTINUATION SHEET Based on AIA DOCUMENT G703

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

APPLICATION NUMBER: 5
APPLICATION DATE: 11/27/2018
PERIOD TO: 11/30/2018
ESG JOB NUMBER 0201175.18.C00

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 5%
1	Engineering & Mobilization	1,535,594.00	1,535,594.00	-		1,535,594.00	100.00%	-	76,779.70
2	Courthouse Electrical Upgrades	753,818.36	301,527.34	150,763.68		452,291.02	60.00%	301,527.34	22,614.55
3	Courthouse Judicial Center Lighting	225,885.53	67,765.66	146,825.59		214,591.25	95.00%	11,294.28	10,729.56
4	Courthouse and Judicial Center HVAC Upgrades	2,010,465.41	1,005,232.71	301,569.81		1,306,802.52	65.00%	703,662.89	65,340.13
5	Courthouse Restroom and Plumbing Upgrades	295,094.05	177,056.43	59,018.81		236,075.24	80.00%	59,018.81	11,803.76
6	Courthouse Exterior Improvements	669,570.95	334,785.48	200,871.28		535,656.76	80.00%	133,914.19	26,782.84
7	Courthouse Interior Improvements	653,447.70	98,017.16	163,361.92		261,379.08	40.00%	392,068.62	13,068.95
	PROJECT TOTALS	6,143,876.00	3,519,978.78	1,022,411.09	0.00	4,542,389.87	73.93%	1,601,486.13	227,119.49

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

FIXED ASSET NOTIFICATION FORM

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

DATE OF TRANSACTION: November 15, 2018
ACCOUNT NO: 1192 44000.000.0000 Equipment P.O. NO:
ESTIMATED LIFE EXPECTANCY: Min. 5 years MILEAGE OR HOURS: NA
CIP NUMBER: LOCATION: Highway Garage
SERIAL OR VIN NUMBER: Saw Serial # 159971, Engine Serial # 481010352 1
TOTAL/PARTIAL VALUE OF ASSET: $ 15,405.00
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: 2018 26" Diamond Concrete Cutting Saw & 3 Replacement Blades
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: Kohler MODEL NO: 25320
YEAR: 2018 LICENSE NO: NA
ATTACH COPY OF REGISTRATION
GROSS VEHICLE WEIGHT: NA TYPE OF FUEL:
TRUCKS ONLY
IF DISPOSED - METHOD: SOLD $ TRADED JUNKED SCRAPPED
STOLEN/WRECKED END-OF-LEASE TRANSFERRED TO:
(ATTACH POLICE REPORT)
DATE BOARD APPROVED: 12/10/2018 DATE COUNCIL APPROVED:
(ATTACH COPY OF MINUTES) (REAL PROPERTY VALUE > $9,999)
DATE BOARD APPROVED: SIGNATURE:
(REAL PROPERTY ONLY) Dan Saylor, President
PERSON RESPONSIBLE: Roger E. Emmons, Administrator
SIGNATURE PRINTED NAME
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: Steven A. Sherwood, PE/PLS, Director
IF TRANSFERRED
RECEIVING PERSON'S SIGNATURE:
PRINTED NAME:

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

Guy Whelan
107 W. Locust Street
Historic Courthouse
Ste. 301
Boonville, IN 47601
Mr. Whelan,
The following is a proposal for the design and development of the Warrick County, Indiana website. If you have any questions please feel free to give me a call.

CONFIDENTIAL ESTIMATE
To: Guy Whelan
From: David Maish Graphics

WEBSITE PROPOSAL - - - - - - - - - -
The Warrick County Indiana website will be developed with a centralized theme and a professional look and flow. The site will be Dynamically Driven and built on the WordPress platform. Warrick County Indiana personnel will have the ability to manually update the website from their own PC's using a CMS (Content Management System). All changes will be made in real time, meaning when you click "enter" the data is automatically online.
David Maish Graphics will provide all Design, Development and Programming needed to create the website hosted on Warrick County Indiana servers, ***visible*** to the public and ***editable only*** by the appropriate personnel.
Estimated Timeline: Dec. 10th
Estimated Cost: 4600.00
Thank you,
David Maish
270.860.9808 cell

ORDINANCE 2018-31

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING SECTION 31.04 OF THE CODE OF ORDINANCES OF WARRICK COUNTY, INDIANA

WHEREAS, Section 31.04 of the Code of Ordinances of Warrick County, Indiana, governs the per diem rates for meals and lodging for Warrick County employees or elected officials; and

WHEREAS, the Board of Commissioners of Warrick County, Indiana, desires to amend Section 31.04 of the Code of Ordinances of Warrick County, Indiana, for the purpose of specifying that Warrick County shall reimburse a Warrick County employee or elected official engaged in "Approved County Business" for meal and lodging expenses that are incurred by said employee or elected official.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, THAT:

The Code of Ordinances of Warrick County, Indiana, Section 31.04 entitled "Per Diem Rates for Meals and Lodging for County Employees" is hereby amended in its entirety and replaced as follows:

§ 31.04 PER DIEM RATES FOR MEALS AND LODGING FOR COUNTY EMPLOYEES

(A) Approved County Business. "Approved County Business" shall mean mandatory trainings, continuing education conferences, or other trips that are taken by a Warrick County office holder, department head, or employee that the office holder or department head, in his or her discretion, would deem appropriate and necessary for the conduct of his or her business or the business of his or her office.

(B) Lodging Reimbursements. Warrick County shall reimburse any Warrick County employee for expenses incurred in overnight accommodations while on Approved County Business not to exceed One Hundred Seventy Five and 00/100 Dollars ($175.00) per night per employee upon written reimbursement request supported by receipt. Actual overnight expenses in excess of One Hundred Seventy Five and 00/100 Dollars ($175.00) per night per employee may be approved under the following conditions:

(1) At least seven (7) days prior to the first overnight accommodation for the Approved County Business, the employee submits to the Warrick County Auditor no less than three (3) quotes for lodging accommodations which are in the vicinity of the Approved County Business for which the employee is needing lodging accommodations;

(2) The three (3) or more lodging quotes submitted under subsection (1) are for costs that exceed One Hundred Seventy Five and 00/100 Dollars ($175.00);
(3) The employee submits to the Warrick County Auditor a statement explaining the reason(s) why no reasonable lodging accommodations are available at a rate of One Hundred Seventy Five and 00/100 Dollars ($175.00) or less; and
(4) The employee's statement submitted pursuant to subsection (3) includes a written approval of said expenses totaling over One Hundred Seventy Five and 00/100 Dollars ($175.00) per night from his or her supervising office holder or department head.

(C) Meal Reimbursements. When a Warrick County employee is on Approved County Business with approved overnight accommodations said employee shall be reimbursed for meal costs in a total amount of Fifty and 00/100 Dollars ($50.00) per diem per employee. For purposes of this Chapter, "per diem" is measured as beginning at 12:00 a.m. and ending at 11:59 p.m. A Warrick County employee may request a per diem meal reimbursement under this subsection (C) in advance by submitting an appropriate written request to the Warrick County Auditor at least seven (7) days in advance of the Approved County Business.

If a Warrick County employee is traveling for Approved County Business in any location outside Warrick County said employee shall be reimbursed for meal costs actually incurred, that are not otherwise reimbursable according to the per diem reimbursements of this subsection (C), in an amount not to exceed Twenty and 00/100 Dollars ($20.00) per day upon written reimbursement request supported by receipt.

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 26th day of November, 2018.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Member

ATTEST:

Deborah K. Stevens, Auditor

Page 2 of 3

Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

ORDINANCE 2018-24

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING SECTION 131.16 OF THE CODE OF ORDINANCES OF WARRICK COUNTY, INDIANA

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

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

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

WHEREAS, the Warrick County Animal Control Department recommends revising certain sections of Warrick County, IN Code of Ordinances, Chapter 131; and

WHEREAS, the Board of Commissioners of Warrick County, Indiana, desires to amend certain sections of Warrick County, IN Code of Ordinances, Chapter 131.

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

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

§ 131.04 DANGEROUS DOGS.

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

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

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

Penalty, see § 131.99

§ 131.15 ANIMALS IN VEHICLES.

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

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

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

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

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

(C) No Animal shall be transported in the open bed of a truck during inclement weather. Weather temperatures measuring below Thirty-Two Degrees Fahrenheit (32°), including windchill, and above Ninety Degrees Fahrenheit (90°), including heat index, as well as any other weather condition that would constitute a health hazard to Domestic Animals, shall be considered "inclement weather" for purposes of this Section.

Penalty, see § 131.99

§ 131.16 POISONOUS BAIT; TRAPS.

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

(B) *Traps.*

(1) No live-animal traps shall be set during inclement weather or in a location which exposes the trap(s) to direct sunlight. Weather temperatures measuring below Thirty-Two Degrees Fahrenheit (32°), including windchill, and above Ninety Degrees Fahrenheit (90°), including heat index, shall be considered "inclement weather" for the purposes of this Section.

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

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

Penalty, see § 131.99

§ 131.22 REDEMPTION OF ANIMAL.

(A) *Redemption Period.* Any Animal, including Livestock, that is not redeemed by its Owner within six (6) days after the posting of such notice shall immediately become the property of

Warrick County Animal Control and be subject to disposition by the Warrick County Health Department, or its designee, in accordance with Section 131.23.

(B) Except as otherwise provided, the Owner of any impounded Animal, including Livestock, may redeem said impounded Animal prior to the expiration of the Redemption Period by meeting the following requirements:

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

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

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

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

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

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

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

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

(F) An Owner in violation of this Chapter shall not be permitted to redeem a dog determined to be a Dangerous Dog pursuant to Section 131.04.

§ 131.23 DISPOSITION OF UNCLAIMED ANIMALS.

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

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

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

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

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

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

(1) The rescuing party pay a fee of:

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

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

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

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

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

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

§ 131.24 RELINQUISHMENT OF ANIMALS.

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

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

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

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

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

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

(G) Animals that pose a danger to Warrick County Animal Control employees and staff and that are without a means of identification may be euthanized at the discretion of Warrick County Animal Control.

§ 131.27 BITE REPORTS.

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

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

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

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

(E) Upon taking possession of a biting Animal, or an Animal accused of biting, the Animal Control Officer shall order the Animal to be held in quarantine for a period of ten (10) days. In the absence of evidence of a rabies immunization, the Animal shall be held in quarantine at the Animal Control Facility or a licensed veterinary facility. If the Animal Control Officer determines that the Animal accused of biting has been properly inoculated with a rabies vaccine, the Animal may, at the discretion of the Animal Control Officer, be quarantined in the home of

the Owner or other responsible person if the Owner of the Animal agrees in writing to comply with all of the provisions of the Home Quarantine Guidelines issued by the State of Indiana. The Home Quarantine Guidelines shall include, without limitation, the following:

(1) The Warrick County Health Officer, or the Animal Control Officer, shall appoint a licensed veterinarian to examine the Animal immediately after it has been accused of biting, and again at the end of a ten (10) day quarantine period. The Owner of the Animal accused of biting shall be responsible for the costs incurred in examining the Animal, as well as a boarding fee of Fifteen and 00/100 Dollars ($15.00) per day, which costs shall be paid prior to the release of the Animal at the end of the quarantine period. If the Animal is quarantined at a veterinary facility of the Owner's choice, the Owner shall be solely responsible for the costs and care of the Animal in said facility.

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

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

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

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

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

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

Penalty, see § 131.99

§ 131.32 SUBSEQUENT VIOLATIONS.

A violation committed by a Person more than two (2) years after the most recent violation committed by the same Person shall constitute a first violation for purposes of this Chapter. Any violation committed by a Person that occurs within two (2) years of a prior violation committed by the same Person shall constitute a subsequent violation for purposes of this Chapter.

§ 131.99 PENALTY.

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

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

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

(D) Notwithstanding the above, any Person found in violation of this Chapter shall be responsible for filing fees incurred and attorney fees of up to Two Hundred Fifty and 00/100 Dollars ($250.00) in the event the violation committed by the Person is the subject of litigation.

Those Sections of Chapter 131 of the Warrick County, IN Code of Ordinances not specifically amended by this Ordinance shall remain unchanged and unaffected.

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

BOARD OF COMMISSIONERS
OF WARRICK COUNTY, INDIANA

Dan Snyder, President

Robert H. Johnson, Jr., Vice President

Marlin Weisheit, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

Note: Ordinance 2018-34 only contains 8 pages and not 17. This was a misprint. ~ *K.Georges, Official Recording Secretary*

BULK USER AGREEMENT

This BULK USER AGREEMENT ("Agreement") is entered into this 14 day of November, 20 18 by and between Black Knight Real Estate Data Solutions, LLC the ("Company"), and the Recorder of Warrick County, Indiana (the "County Recorder" or "County"). Both shall be referred to as the "Parties," and each, a "Party" throughout this Agreement.

RECITALS

WHEREAS, Ind. Code 36-2-7-10.1 describes the process by which Company may purchase Bulk Form copies of Recorded Documents from County Recorder in Bulk Form for a fee;

WHEREAS, Ind. Code 36-2-7-10.1(g) requires Company to enter into a contract with County Recorder, or the County Recorder's designee, in order to receive Bulk Form copies of Recorded Documents from County Recorder; and

WHEREAS, Company desires to obtain Recorded Documents in Bulk Form from the County Recorder for uses permitted under, and subject to, Ind. Code 36-2-7-10.1 and this Agreement.

NOW, THEREFORE, to induce the County Recorder to enter into this Agreement and to sell the Bulk Form copies to the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Definitions. The following terms defined under Ind. Code 36-2-7-10.1 and used in this Section 1 apply to this Agreement:

(a) "Bulk Form" means an aggregation of (i) copies of all recorded documents received by the County Recorder for recording in a calendar day, week, month or year; (ii) the Indices for finding, retrieving, and viewing all recorded documents received by the County Recorder for recording in calendar day, week month, or year; or (iii) both subdivisions (i) and (ii). The term includes Recorded Documents that have been appropriately watermarked by the County Recorder.

(b) "Bulk User" means an individual, a corporation, a partnership, a limited liability company, or an unincorporated association that receives Bulk Form pursuant to a contract with the County Recorder.

(c) "Copy" means a reproduction, including an image of a Recorded Document or Indices created by: (i) duplicating electronically stored data onto a disk, tape, drum, or any other medium of electronic data storage; or (ii) reproducing on microfilm.

(d) "Indices" means all of the indexing information used by the County Recorder for finding, retrieving, and viewing a Recorded Document.

(e) "County Ordinance" means an Warrick County Ordinance 2017-34 originally passed by the Warrick County Commissioners on November 27, 2017, as may be amended from time to time, that establishes: (i) the fee a County Recorder may charge for Bulk Form copies; and (ii) the format by which the County Recorder will provide Bulk Form copies of Recorded Documents.

(f) "Permitted Use" means the utilization or access to data and information contained in Bulk Form copies by the Company, or a customer of the Company, for purposes collateral or incidental to the ordinary course of business of the Company.

(g) "Prohibited Use" means selling, offering for sale, advertising for sale, soliciting a purchase of, loaning, giving away, allowing subscription service to (whether by electronic or physical access), or otherwise transferring, providing, or allowing the transfer of Bulk Form copies for commercial purposes to a third party, whether the copies are in Bulk Form or individual Copies or images.

(h) "Recorded Document" means a writing, paper, document, plat, map, survey, or anything else received at any time for recording or filing in the public records maintained by the County Recorder or the County Recorder's designee.

(i) "Terminable offense" means: (i) engaging in a Prohibited Use; (ii) engaging in the unauthorized access to Recorded Documents; (iii) engaging in the unauthorized alteration of Recorded Documents; (iv) non-compliance with any of the provisions of this Agreement; (v) Company's failure to disclose, or entering into an agreement with an Indiana county recorder, when the Company has had a previous Bulk Form copy contract terminated by another Indiana county recorder after July 1, 2017 because the Company failed to comply with the contract; (vi) Company's failure to disclose, or entering into an agreement with an Indiana county recorder after July 1, 2017, when a person who has a majority or controlling interest in the Company engaged in conduct resulting in the termination of a contract with another Indiana county recorder because the Company failed to comply with the contract; or (vii) any conduct prohibited by Ind. Code 36-2-7-10.1 (g) & (j), as amended.

Section 2. **Term and Termination**. The term of this Agreement ("Term") commences upon the date it is fully executed by the Parties ("Effective Date") and continues for a period of one (1) year unless and until terminated as provided under this Agreement. Thereafter, this Agreement shall automatically renew for consecutive one (1) year periods, unless either Party

notifies the other Party in writing of its intent not to renew this Agreement not less than thirty (30) days prior to the expiration of the current term. Either Party may terminate this Agreement prior to the expiration date as follows:

(1) ***Breach***. Upon a Party's knowledge of a material breach by the other Party, such Party shall provide notice to the breaching Party and an opportunity to cure the breach or end the violation within ten (10) days of the date of the written notice. The non-breaching Party may terminate this Agreement if the breaching Party fails to cure the breach within the ten (10) day period; provided, however, that in no case shall a party be given more than two (2) cure periods during the term of this Agreement or any renewal term. If a Party determines that the other Party has committed a material breach and a cure is not possible, the non-breaching Party may immediately terminate the Agreement upon written notice to the breaching Party. Company's commission of a Terminable Offense during the term of this Agreement is a material breach purposes of this section (b)(1).

(2) ***Without cause***. Either Party may terminate this Agreement without any reason upon giving the other Party at least thirty (30) days' written notice.

(3) ***Effect of Termination***. County shall immediately cease providing Bulk Form copies requested by the Company once all the termination procedures have been met.

Section 3. **Payment**. In exchange for Bulk Form copies requested by the Company and provided by the County Recorder, or its designee, Company agrees to pay for Bulk Form copies subject to the following:

Section 3.1. **Rates**. Pursuant to Ind. Code 36-2-7-10.1(d), a County Recorder shall charge a minimum of $0.20 per page for a Recorded Document unless the County establishes a higher fee by its County Ordinance that does not exceed $0.20 per image. The County's rates for the provision of Bulk Form copies to Company shall be as follows as indicated by the accompanying checkmark:

County to check one

☐ **Section 3.1.1. Statutory Minimum (Ind. Code 36-2-7-10.1(d))**

Twenty cents ($0.20) per page for a Recorded Document, including the index of the instrument number or book and page, or both, for retrieving the Recorded Document.Twenty cents ($0.20) per Recorded Document for a Copy of the other Indices used by the County Recorder for finding, retrieving, and viewing a Recorded Document as requested.

☒ **Section 3.1.2. By County Ordinance (Ind. Code 36-2-7-10.1(e))**

Twenty cents ($0.20) per page for a Recorded Document, including the index of the instrument number or book and page, or both, for retrieving the Recorded Document.

Twenty cents ($0.20) per Recorded Document for a Copy of the other Indices used by the County Recorder for finding, retrieving, and viewing a Recorded Document as requested.

If applicable, the County Recorder's Ordinance establishing a higher fee is hereby attached and incorporated into this Agreement as Exhibit

Section 3.2. **Payment**. The County, or the County's designee, shall notify Company in writing of the amount due and owing prior to submitting Bulk Form copies to the Company and demanding payment. For purposes of this Agreement, the County, or the County's designee, shall require payment from Company as follows:

County to check one

☐ Company shall remit the entire amount due prior to County's provision of Bulk Form copies in response to Company's request. Company shall remit payment to the County, or the County's designee, in full no later than thirty (30) days following the date of the County's notification of the amount due under Section 3.2. The County, or the County's designee, shall have no obligation to complete the request if the Company fails to provide payment within the timelines specified herein.

☐ The County, or the County's designee, shall submit the requested Bulk Form copies to the Company and submit an invoice to the Company to be paid as specified thereunder. Company shall make payment in full within thirty (30) days of the date of the invoice. The County reserves the right to take appropriate legal action, including the termination of this Agreement, due to Company's failure to comply with this paragraph.

Section 4. **Delivery**. Upon satisfaction of the payment provision selected in Section 3, the County Recorder, or the County's designee, shall prepare the requested Bulk Form copies for transmission to Company. In preparing the Bulk Form copies, the County Recorder,

or the County's designee, shall also apply a watermark that identifies the documents as not eligible for resale. Such watermark shall read as follows:

IMAGE PROPERTY OF WARRICK COUNTY, IN – NOT FOR RESALE PER IC 36-2-7-10.1
OFFICIAL COPIES MAY BE OBTAINED AT THE WARRICK COUNTY RECORDER'S OFFICE

Company agrees only to accept Bulk Form copies bearing the aforementioned watermark.

Section 5. **Representations, Warranties, and Covenants**. The Company hereby represents, warrants, and covenants as follows:

(a) The Company is a Bulk User;

(b) The Bulk Form copies are being purchased solely for the use and benefit of the Company in its ordinary course of business;

(c) The Bulk Form copies are not being purchased for, on behalf of, in conjunction with, or in cooperation with any officials, employees, affiliates, subsidiaries, divisions, joint ventures, or business alliances of the Company;

(d) The Company will not engage in any Prohibited Use of the Bulk Form copies;

(e) That an Indiana county recorder has never terminated a bulk user agreement between the Company, or an individual with a majority or controlling interest in the Company, and said county as a result of Company's or such individual's material breach of such agreement. Company agrees to immediately report the termination of any bulk user agreement between Company and an Indiana county recorder that occurs after the Effective Date in writing to the County, including the reasons for such termination(s). For purposes of this subsection, the term "Company" includes the Company's agents, affiliates, or subsidiaries, as currently named or under any previous legal name.

Section 6. **Prohibited Acts**. Notwithstanding anything to the contrary in this Agreement, the Company, its agents, affiliates, employees, representatives, and associates shall not engage in any Prohibited Use of Bulk Form copies or Recorded Documents obtained from Bulk Form copies. In accordance with Ind. Code 36-2-7-10.1(g) & (i), the provisions of this Section shall survive the expiration or earlier termination of this Agreement indefinitely.

Section 7. **Title Company/Title Plant**. Notwithstanding any provision of this Agreement, a Bulk User meeting the requirements of Ind. Code 36-2-7-10.1(h) may engage in conduct consistent with that subsection without violating the terms of this Agreement. A party who believes that it meets that definition shall submit a certificate of authority, licensure, or other evidence to the County, or the County's designee, within fifteen (15) days of executing

this Agreement. A party who fails to provide this supporting documentation within this period shall not be treated as a Title Company or Title Plant for purposes of this Agreement or Ind. Code 36-2-7-10.1(h).

Section 8. **Survival**. The provisions of Sections 5 and 6, as well as any other provision that must survive in order to give proper effect to its intent, shall survive the expiration or earlier termination of this Agreement for the period specified in the applicable provision or, if no period is specified, for a period of twelve (12) months after such expiration or termination.

Section 9. **Parties in Interest**. This Agreement is made solely for the benefit of the Company and the County Recorder, on behalf of the County, and no other party shall acquire or have any right, title, or interest hereunder or by virtue hereof.

Section 10. **Successors and Assigns**. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

Section 11. **Governing Law and Jurisdiction**. This Agreement is governed by the laws of the State of Indiana. The Parties agree that any lawsuit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Indiana in each case located in the County of Warrick, only, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Section 12. **Severability**. If any term or provision of this Agreement is held or deemed to be invalid, illegal, or unenforceable as applied in any particular case, or in any particular jurisdiction, because it conflicts with any provisions of any constitution, statute, rule, or public policy, or any other reason, the invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable the term or provision in any other jurisdiction. Any change in law that conflicts with an obligation in this Agreement shall supersede such obligation and control.

Section 13. **Entire Agreement**. This Agreement, including and together with all related attachments and exhibits, constitutes the Parties' sole and entire agreement regarding the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter.

Section 14. **Counterparts**. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement, if the party sending the facsimile, e-mail, or other means of electronic

transmission has received express confirmation that the recipient party received the Agreement (not merely an electronic facsimile confirmation or automatic e-mail reply).

Section 15. **Headings**. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

Section 16. **Indemnification**. Company agrees to indemnify, and hold harmless the County, including the County Recorder, its agents, officials, and employees from all third party claims and suits relating to Recorded Documents, including court costs, attorney's fees, and other expenses caused by any act or omission of the Company, its agents, officials, and employees in the performance of the Agreement or as a result of any breach thereof.

Section 17. **Notice to Parties**. Any notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by facsimile or by certified or registered overnight mail, first class postage prepaid, return receipt requested, or by prepaid overnight delivery service such that proof of delivery will be obtained, and shall be addressed as set forth below or to such other address as may be specified in a prior written notice to the other party:

(1)	If to County Recorder	(2)	If to Bulk User
	Pat A. Brooks Warrick County Recorder One County Square, Suite 230 Boonville, IN 47601		Black Knight Real Estate Data Solutions, LLC 601 S Lake Destiny Rd., Suite 405 Maitland, FL 32751

Such notice shall be deemed to be given on the date it is hand-delivered, faxed, or deposited in the overnight mail, as stated above. A notice shall be deemed to have been given personally to a party if it is handed to the representative of the party to whom the notice must be addressed or if left at his or her office located at the street address to which a notice would be mailed.

Section 18. **No Waiver**. No waiver of one or more of the provisions of this Agreement or the failure to enforce any provision of this Agreement by either party shall be construed as a waiver of any subsequent breach of this Agreement, nor a waiver of the right at any time thereafter to require strict compliance with all of its terms.

Section 19. **Modification**. No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless duly recorded in writing and signed by authorized representatives of all parties to this Agreement or their successors or assigns.

IN WITNESS WHEREOF each party of this agreement has caused to be executed at Boonville, Warrick County, Indiana, as of the ____ day of _____, 20___.

_____
Pat A. Brooks
Warrick County Recorder

Name of Company: Black Knight Real Estate Data Solutions, LLC
Address: 601 S Lake Destiny Rd., Suite 405
Maitland, FL 32751
Signature: _____
Printed Name: Chuck Crawford
Title: Senior Vice President
Email: Chuck.Crawford@bkfs.com
Phone: 407-775-4849 Cell: 407-540-5594
Contact Person: Michael Johnson
Email: Michael.J.Johnson@propertyinsight.biz
Phone: 321-593-7053 Cell: 407-274-2687

STATE OF Florida)
) SS:
COUNTY OF Orange)

I, the undersigned, a Notary Public in and for said County and State foresaid, personally appeared Chuck Crawford, who, being first duly sworn upon his/her oath, acknowledged the execution of the foregoing "Bulk User Agreement" as his/her voluntary act and deed, this 28 day of November, 2018.

_____
Notary Public
Daphne Deshun Cooper
Printed Signature

My Commission Expires: Sept. 4th, 2021
County of Residence is: Orange
[SEAL]

DAPHNE DESHUN COOPER
Notary Public – State of Florida
Commission # GG 127024
My Comm. Expires Sept 4, 2021
Bonded through National Notary Assn.

8

WARRICK COUNTY COMMISSIONERS ("County")

_____ [SEAL]
President

_____
Vice-President

_____
Member

ATTEST:

_____
Deborah Stevens
Warrick County Auditor

STATE OF INDIANA)
) SS:
COUNTY OF Warrick)

I, the undersigned, a Notary Public in and for said County and State foresaid, personally appeared Walter Gray Commissioners, who, being first duly sworn upon his/her oath, acknowledged the execution of the foregoing "Bulk User Agreement" as his/her voluntary act and deed, this 10 day of December 2018.

_____
Notary Public
TODD T. GRAYS
Printed Signature

NOTARY PUBLIC SEAL
Warrick County, Indiana
Commission Number 127024
My Commission Expires 03/17/2024

My Commission Expires:
03/17/2024

My County of Residence is:
Warrick

9

AMENDMENT TO CONTRACT FOR INSTALLATION OF A BARRIER ISLAND TO REQUIRE RIGHT HAND (NORTH) EXIT FROM ARBOR POINTE SECTION 3

This AMENDMENT to the Contract for Installation Of A Barrier Island To Require Right Hand (North) Exit From Arbor Pointe Section 3 (this "Amendment") is made and entered into by and between Warrick County, Indiana, by and through its Board of Commissioners of Warrick County, Indiana (the "County"), and the Route 66 Development, LLC (the "Developer"), an Indiana limited liability company (collectively, the "Parties").

RECITALS

WHEREAS, the County and the Developer entered into a Contract for Installation Of A Barrier Island To Require Right Hand (North) Exit From Arbor Pointe Section 3 on August 9, 2016 (the "Contract"); and

WHEREAS, the Developer is the owner of certain Real Estate as described and defined in the Contract, attached hereto as Exhibit A; and

WHEREAS, the Contract provides for the installation of an island barrier on Grimm Road to the west of the Real Estate by the Developer upon the occurrence of a "Warrant", as initially described and defined in the Contract; and

WHEREAS, said installation of an island barrier will require traffic exiting to the west of the Real Estate to make a right (north) turn, prevent traffic travelling from the north to make a left (east) turn into the Real Estate, and allow traffic from the south to make a right (east) turn into the Real Estate; and

WHEREAS, the Parties desire to amend the Contract 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. Definition of "Warrant". The Parties do hereby amend the Contract to define the term "Warrant" or "Warrants" as follows:

   WHEREAS, "Warrant" or "Warrants" shall refer to one or more of the following events or occurrences:

1. Traffic counts on Grimm Road between State Road 66 and Pointe View Drive (previously Stahl Road) meet or exceed the AADT of four thousand five hundred (4500), as determined by the Warrick County Highway Engineer; or
2. Traffic incidents or other safety conditions occurring on Grimm Road between State Road 66 and Pointe View Drive (previously Stahl Road) at such a frequency that justifies the installation of a barrier island, according to the discretion of the Warrick County Highway Engineer.

3. Responsibility for Construction. The Parties agree to delete Section 3 of the Contract in its entirety and replace Section 3 with the following language:

3. Construction

a. Except as otherwise provided, the County shall begin construction of the island barrier, as described in the Final Plan, within thirty (30) days of the occurrence of the Warrant. Except as otherwise provided, the County shall complete construction of the island barrier, as described in the Final Plan, within ninety (90) days of the occurrence of the Warrant.

b. Upon the execution of this Amendment, the Developer shall donate Twelve Thousand and 00/100 Dollars ($12,000.00) into the Warrick County Highway Donation Fund with the specification that said donation shall be used for the construction of an island barrier on Grimm Road to the west of Arbor Pointe Section 3 (the "Donation").

4. Approval of Island Barrier. The Parties agree to delete Section 4 of the Contract in its entirety, and replace Section 4 with the following language:

4. Approval of Island Barrier

a. Upon completion and approval of the installation and construction of the island barrier by the County, said island barrier shall become the property of, and shall be controlled, maintained, adjusted, replaced, modernized, altered, and repaired by, the County.

b. The County, at its sole discretion, may remove the island barrier at any time in the future. In the event the County removes the island barrier as provided in this subparagraph (b), the Developer, or its successors and assigns, shall not be owed compensation or remuneration by the County as a result of said removal.

5. Rights of Entry. The Parties agree to delete Section 5 of the Contract in its entirety, and replace Section 5 with the following language:

5. Rights of Entry

a. The Developer grants the County, its contractors, and subcontractors permission to enter upon Arbor Pointe Subdivision for purposes of installing, repairing, adjusting, maintaining, replacing, modernizing, altering, or removing the barrier island and related items and/or activities described in this Agreement.

6. Developer Responsibilities. The Parties agree to delete Section 6 of the Contract in its entirety, and replace Section 6 with the following language:

6. Developer Responsibilities

In addition to the other duties described herein, the Developer's responsibilities shall include, without limitation, the following:

a. Any obligation or responsibility assumed by the Developer under this Contract shall be deemed an obligation of the Developer and its successors and assigns.

b. In the event the Developer, or its successors or assigns, receives secondary plat approval, this Contract, including its recording information, shall be plainly and clearly referenced on said secondary plat. Both Parties acknowledge that the requirement contained in this subparagraph (b) shall be considered a requirement for the approval and recording of said secondary plat.

7. Payments. The Parties agree to delete Section 9 of the Contract in its entirety, and replace Section 9 with the following language:

9. Payments

a. The Donation made by the Developer shall pay for all assets, costs, and expenses associated with the design, installation, and maintenance of the island barrier, including, without limitation:

i. Design of the island barrier and any associated work;
ii. Bidding and subcontracting of the work as described by the Final Plan, in the discretion of the County;
iii. Reimbursable utility expenses due to work on the island barrier;
iv. Personnel and/or third-party vendor costs associated with any work performed under this Contract, in the discretion of the County;

v. Installation, maintenance, repair, adjustment, replacement, modernization, and alteration of the island barrier, as approved by the County; and
vi. Specialized equipment or services costs associated with any work performed under this Contract, in the discretion of the County.

b. The County is not required to make any direct or indirect payments to the Developer under this Agreement. The Developer acknowledges that the benefits to traffic flow resulting from the construction and installation of the island barrier pursuant to this Contract constitute sufficient consideration.

8. Amendment. This Amendment amends only those portions of the Contract that are specifically referenced in this Amendment. All other terms and conditions of the Contract are hereby ratified and confirmed by the Parties.

IN WITNESS WHEREOF, the County and the Developer have executed this Amendment to the Contract this _____ day of _____, 2018.

"THE COUNTY"
WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr. Vice President

Marlin Weisheit, Member

ATTEST:

Deborah Stevens
Warrick County Auditor

"THE DEVELOPER"
ROUTE 66 DEVELOPMENT, LLC

Bruce L. Bennett
Member

The Arbor Pointe Section 3 Barrier Contract is found in it's entirety on File in the Auditor's Office.

ORIGINAL

Warrick County Claims for Payment
12/10/2018

First Bankcard (Storm Water)	$ 195.22	Napkins
Purdue CES Fund (Ext. Service)	$ 105.64	Kleenex, Hot Cocoa, Peanut Butter
First Bankcard (Health)	$ 674.49	Kleenex, Air Fresheners, Candles
Grand Total:	$ 975.35	(Health-Paid to avoid late fees)

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

Warrick County Claims for Payment

Payee Name 1	Fund	Acct	Loc	Amount
Jeff Willis	1000	18300	0079	50.00
Tri-State Reporting, Inc.	1000	33100	0009	152.00
Ricoh Usa Inc.	1112	31400	0000	20.98
Delta Properties LLC	1112	37201	0000	1636.26
Morley & Associates Inc.	1112	51260	0000	181.25
Morley & Associates Inc	1112	51260	0000	811.90
Sentinel Offender Services LLC	1122	44000	0000	114.70
Warrick County Treasurer	1123	53000	0000	1550.00
Hoosier Business Machines Inc.	1189	31114	0000	49.12
Hoosier Business Machines Inc.	1189	31114	0000	13.40
Hoosier Business Machines Inc.	1189	31114	0000	16.35
Microvote General Corporation	1215	31440	0000	2850.00
Microvote General Corporation	1215	31440	0000	2400.00
Microvote General Corporation	1215	44000	0000	7150.00
Microvote General Corporation	1215	44000	0000	650.00
Newburgh Police Department	2502	35000	0000	30525.78
I.C.O. Training Fund	2502	35000	0000	3837.19
Indiana State Police Trng.Fund	2502	35000	0000	44162.04
City Of Boonville	2502	35000	0000	12728.48
Warrick County Treasurer	2502	35000	0000	46762.69
Chandler Police Department	2502	35000	0000	13022.72
Town Of Elberfeld	2502	35000	0000	50.08
Faegre Baker Daniels	4501	58006	0000	6997.62
Faegre Baker Daniels	4502	58008	0000	22399.00
Faegre Baker Daniels	4502	58008	0000	1087.00
Verizon Wireless	4501	32300	0000	83.64
U.S. Bank	1000	21100	0006	49.15
First Bankcard	1000	21100	0302	1684.69
First Bankcard	1000	22300	0302	75.45
First Bankcard	1000	24500	0302	150.09
Virtru Corporation	1000	30200	0061	5399.80
Neopost Postage On Call	1000	32200	0002	1995.40
Association / Indiana Counties	1000	32300	0002	300.00
Purdue University	1000	32300	0011	274.12
Association / Indiana Counties	1000	58001	0000	150.00
Fifth Third Bank	1112	21100	0000	46.72
Vectren Energy Delivery	1112	33000	0000	29.81
Renewable Resources	1112	45010	0000	110.00
Indiana American Water	1112	45010	0000	48.43
United Consulting Engineers	1138	39201	0000	1826.56
First Bankcard	1152	21100	0000	5.77
The Lang Company	1152	33100	0000	7.91
BROWN, JOYE	1159	18300	0000	50.00
Sanofi Pasteur Inc.	1159	21375	0000	858.16
Sanofi Pasteur Inc.	1168	21401	0000	208.93
First Bankcard	1197	21100	0000	67.71
First Bankcard	1197	32300	0000	18.34
First Bankcard	1197	32300	0000	97.00
First Bankcard	1197	32300	0000	12.17
Vectren Energy Delivery	1197	33000	0000	327.57
Warrick County Treasurer	1222	50010	0000	175000.00
Vei Communications	4104	31111	0000	315.00
Morley & Associates Inc.	4501	58006	0000	1511.65
Morley & Associates Inc.	4501	58006	0000	5492.50
Stoll Keenon Ogden P LLC	4501	58006	0000	6734.50
Morley & Associates Inc.	4502	58008	0000	5492.50
Stoll Keenon Ogden P LLC	4502	58008	0000	5025.36
Fiber Utilities Group	4502	58008	0000	6000.00
Mitchell & McCormick Inc.	8333	31400	0000	3200.00
First Bankcard	8480	44000	0000	599.00
First Bankcard	8480	44000	0000	55.00
United Consulting Engineers	8509	40003	0000	7306.24
Verizon Wireless	1000	31400	0302	90.03
Wow! Business	1000	32400	0068	107.37
Vectren Energy Delivery	1000	33000	0380	4800.03
Treasurer Of State Of Indiana	1000	58001	0000	203.28
Verizon Wireless	1152	23400	0000	30.01
Vectren Energy Delivery	1176	33000	0533	34.39
Vectren Energy Delivery	1176	33000	0533	77.58
Vectren Energy Delivery	1176	33000	0533	34.54
Vectren Energy Delivery	1176	33000	0533	15.83
Vectren Energy Delivery	1176	33000	0533	174.19
Vectren Energy Delivery	1176	33000	0533	18.48
Vectren Energy Delivery	1176	33000	0533	735.57
Vectren Energy Delivery	1176	33000	0533	88.66
Vectren Energy Delivery	1176	33000	0533	170.27
Vectren Energy Delivery	1176	33000	0533	25.08
Vectren Energy Delivery	1176	33000	0533	25.75
Vectren Energy Delivery	1176	33000	0533	25.49
Vectren Energy Delivery	1176	33000	0533	29.18
Frontier	1222	31400	0000	294.79
Subscriber Renewals	1000	21100	0002	30.00
U.S. Bank	1000	21100	0012	121.36
Wabash Valley Service Co	1000	22100	0005	1970.85
Unifirst Corporation	1000	24500	0005	8.36
Warrick Publishing Co	1000	31300	0068	1171.14
Quality Correctional Care, LLC	1000	31400	0380	13973.33
Arab	1000	31900	0380	45.00
The Murphy Elevator Co Inc.	1000	36300	0162	282.80
The Murphy Elevator Co Inc.	1000	36300	0162	312.00

Clerk-Treasurer--Elberfeld	6021	50100	0000	53.17
Clerk-Treasurer--Lynnville	6021	50100	0000	67.03
Clerk-Treasurer--Newburgh	6021	50100	0000	252.57
Clerk-Treasurer--Tennyson	6021	50100	0000	22.54
Warrick County Treasurer	6021	50100	0000	4728.03
Clerk-Treasurer--Boonville	6021	50100	0000	455.32
Clerk-Treasurer--Chandler	6022	50100	0000	4360.72
Clerk-Treasurer--Elberfeld	6022	50100	0000	980.43
Clerk-Treasurer--Lynnville	6022	50100	0000	1246.01
Clerk-Treasurer--Newburgh	6022	50100	0000	4695.04
Clerk-Treasurer--Tennyson	6022	50100	0000	419.08
Warrick County Treasurer	6022	50100	0000	87591.15
Clerk-Treasurer--Boonville	6022	50100	0000	8464.04
ACKER, PATRICIA	1000	18320	0232	22.22
ANGLES, LORI	1000	18320	0232	21.84
BARTON, SCOTT	1000	18320	0232	21.00
BITTNER, SCOTT	1000	18320	0232	24.12
BREIVOGEL, JUDY	1000	18320	0232	98.24
BURKDOLL, DONNA	1000	18320	0232	99.00
BYBEE, PAMELA	1000	18320	0232	19.66
CASHEL-CORDO, MARY	1000	18320	0232	21.84
CUNDIFF, CINDY	1000	18320	0232	16.14
DONOHOO, DANIEL	1000	18320	0232	24.12
ELMER, CHANEL	1000	18320	0232	22.98
EWIN, BAYLI	1000	18320	0232	80.00
FAUGHN, KELCIE	1000	18320	0232	21.46
FEAGLEY, KEVIN	1000	18320	0232	22.60
FORD, ROBERT	1000	18320	0232	22.98
GLEASON, JAMES	1000	18320	0232	21.84
GORDON, JULIE	1000	18320	0232	15.00
GREENLEE, TARA	1000	18320	0232	28.30
HALL, STEVEN	1000	18320	0232	27.92
HARRIS, MELODY	1000	18320	0232	25.64
HARTWELL, ROGER	1000	18320	0232	15.00
HAWKINS, MALINDA	1000	18320	0232	19.18
HAYDEN, JUDITH	1000	18320	0232	23.36
HELD, AMBER	1000	18320	0232	15.00
HILBORN, ANGELA	1000	18320	0232	24.12
HOLLANDER, CASEY	1000	18320	0232	22.22
KIMMEL, CANDICE	1000	18320	0232	21.04
KLEIMAN, SHARON	1000	18320	0232	22.22
MEISLING, MICHAEL	1000	18320	0232	24.88
MEYER, JESSE	1000	18320	0232	21.00
MILLER, PRICE	1000	18320	0232	25.26
NEYER, ZACHARY	1000	18320	0232	22.98
PERSINGER, MARY	1000	18320	0232	21.08
PITTS, VICKI	1000	18320	0232	93.68

RICHARDSON, ANTHONY	1000	18320	0232	22.60
RICHEY, RUSSELL	1000	18320	0232	23.36
RICKENBAUGH, ROBERT	1000	18320	0232	18.04
RUSH, TIERA	1000	18320	0232	26.40
RUSSELL, BONNIE	1000	18320	0232	19.56
SILEN, MARCIE	1000	18320	0232	23.96
SMITH, SUSAN	1000	18320	0232	15.00
STEPHENS, MELISA	1000	18320	0232	15.00
SWARTZ, DONALD	1000	18320	0232	24.88
THOMPSON, CHARLOTTE	1000	18320	0232	21.46
TITZER, MATTHEW	1000	18320	0232	22.60
Jeffrey L Vallant	1000	18320	0232	106.60
WELP, DOUGLAS	1000	18320	0232	24.50
WHELAN, JOSEPH JR.	1000	18320	0232	22.60
WILSON, SCOTT	1000	18320	0232	92.16
WRIGHT, PRISCILLA	1000	18320	0232	23.74
ZILIAK, RANDALL	1000	18320	0232	28.68
The Lang Company	1000	21310	0232	33.98
Advanced Document Solutions	1000	24300	0202	48.00
Law Office Of Jonathan M Young	1000	31890	0232	15.00
Law Office Of Jonathan M Young	1000	31890	0232	172.50
Martin & Martin, Inc.	1000	31891	0201	5937.50
Sherry Smith	1000	31891	0201	989.58
Warren Mathies	1000	31891	0201	989.58
Anthony Long	1000	31891	0202	2968.75
Mark K. Phillips, PC	1000	31891	0202	2968.75
Sherry Smith	1000	31891	0202	989.58
Warren Mathies	1000	31891	0202	989.58
Phillips, Brennan	1000	31891	0232	2968.75
Brett M Roy	1000	31891	0232	2968.75
Sherry Smith	1000	31891	0232	989.58
Warren Mathies	1000	31891	0232	989.58
David Heal	1211	31400	0000	77.00
Ferguson, Kelly	1211	31400	0000	209.00
John Heidingsfelder	1000	18200	0007	1430.00
Christopher J Kiefer	1000	18200	0007	1208.00
B-Hive Printing	1000	21100	0001	248.12
Office Connection	1000	21100	0004	15.00
Altstadt's	1000	21100	0009	17.57
Office Depot, Incorporated	1000	21100	0068	61.98
Office Depot, Incorporated	1000	21100	0068	56.00
Gem Chemical Company, Inc.	1000	21100	0068	179.48
Culligan Of Evansville	1000	21100	0079	45.00
Office Depot, Incorporated	1000	21100	0079	3.39
Office Depot, Incorporated	1000	21100	0106	200.97
Ewing's LLC	1000	21100	0302	100.47
Office Depot, Incorporated	1000	21100	0302	479.98

Altstadt's	1000	21100	0660	39.18
Altstadt's	1000	21100	0660	16.95
Quill Corporation	1000	21150	0001	55.69
Quill Corporation	1000	21150	0001	167.08
Quill Corporation	1000	21150	0001	140.02
Office Depot, Incorporated	1000	21150	0079	74.80
Kenway Distributors Inc.	1000	22400	0380	259.66
CRS One Source(Diafds)	1000	22400	0380	242.50
Gem Chemical Company, Inc.	1000	22400	0380	264.44
PIONEER PRODUCTS	1000	22400	0380	270.70
Lewis Bros Bakeries, Inc.	1000	22710	0380	38.35
CRS One Source(Diafds)	1000	22710	0380	238.65
CRS One Source(Diafds)	1000	22710	0380	(23.29)
CRS One Source(Diafds)	1000	22710	0380	242.48
CRS One Source(Diafds)	1000	22710	0380	235.45
CRS One Source(Diafds)	1000	22710	0380	243.10
CRS One Source(Diafds)	1000	22710	0380	77.00
CRS One Source(Diafds)	1000	22710	0380	345.03
CRS One Source(Diafds)	1000	22710	0380	161.66
CRS One Source(Diafds)	1000	22710	0380	48.50
Farm Boy Food Service	1000	22710	0380	588.12
Farm Boy Food Service	1000	22710	0380	844.74
Farm Boy Food Service	1000	22710	0380	204.43
Farm Boy Food Service	1000	22710	0380	422.88
Farm Boy Food Service	1000	22710	0380	574.19
Farm Boy Food Service	1000	22710	0380	277.64
Wabash Foodservice	1000	22710	0380	991.35
Wabash Foodservice	1000	22710	0380	1088.34
Wabash Foodservice	1000	22710	0380	786.99
Wabash Foodservice	1000	22710	0380	1246.18
Wabash Foodservice	1000	22710	0380	(7.92)
Wabash Foodservice	1000	22710	0380	(6.16)
Bob Barker Company Inc.	1000	22740	0380	170.21
Bob Barker Company Inc.	1000	22740	0380	255.45
Piranha Shredding/Recycling In	1000	30200	0068	45.00
Sw Indiana Reg Yth Village	1000	31501	0068	5540.00
Deaconess Care Group	1000	32000	0380	6.84
Deaconess Emergency Physician	1000	32000	0380	138.35
Evansville Radiology PC	1000	32000	0380	34.53
Ohio Valley Pathologists	1000	32000	0380	3.61
Southwest Indiana Pathologists	1000	32000	0380	23.54
St Vincent Evansville Medical	1000	32000	0380	3.12
St. Vincent Warrick	1000	32000	0380	542.89
St Vincent Warrick Ems	1000	32000	0380	449.28
B-Hive Printing	1000	32200	0005	52.32
Nms Labs	1000	32500	0007	136.00
Guy Hall	1000	33100	0009	20.00

Wentzel Engraving	1000	36000	0068	100.00
Alexander Funeral Home--West	1000	36000	0068	100.00
Springfield Electric Supply	1000	36100	0162	76.19
Grainger	1000	36200	0380	90.86
Hutch & Son Industrial Electro	1000	36200	0380	15.17
Siemers Glass Company	1000	36200	0380	1479.00
Algner Hardware	1000	36200	0380	10.09
Algner Hardware	1000	36200	0380	19.57
Algner Hardware	1000	36200	0380	5.48
All American Locksmith & Alarm	1000	36200	0380	350.00
Culligan Of Evansville	1000	36200	0380	438.75
Springfield Electric Supply	1000	36200	0380	115.80
CDW Government, Inc.	1000	36400	0005	246.37
Felts Lock Co., Inc.	1000	36400	0302	78.06
Vei Communications	1000	36400	0303	480.00
CDW Government, Inc.	1000	36525	0068	97.84
Herr's Body Shop	1000	36550	0005	9731.05
Federal Signal Corp	1000	36550	0005	289.01
Herr's Body Shop	1000	36550	0005	8099.35
Law Chevrolet Buick Pontiac	1000	36550	0007	16.25
I.T.I.	1000	39960	0068	135.00
On-duty Depot Inc.	1000	44300	0005	454.60
On-duty Depot Inc.	1000	44300	0005	393.60
Hummel Electric Inc	1112	31400	0000	1114.05
Gem Chemical Company, Inc.	1112	45010	0000	191.54
Indoff, Inc.	1112	45010	0000	176.81
Hummel Electric Inc	1112	50810	0000	1104.37
Law Chevrolet Buick Pontiac	1141	22100	0000	44.83
QUALIFICATIONS TARGETS, INC	1156	31111	0000	204.44
Herr's Body Shop	1159	22500	0000	1361.58
McKesson Medical-Surgical Inc.	1159	22500	0000	4.09
B-Hive Printing	1159	22500	0000	159.88
Best One Tire & Service	1197	22200	0000	714.02
Best One Tire & Service	1197	22200	0000	629.02
Algner Hardware	1197	44000	0000	37.90
Wesco Distribution, Inc.	1197	44000	0000	104.60
Ryans Ace Hardware	1197	44500	0000	7.92
Brian's Concrete Supplies	1197	44500	0000	1564.00
Brian's Concrete Supplies	1197	44500	0000	546.80
Rexing Farms	1197	44500	0000	250.00
B-Hive Printing	1215	33100	0000	936.00
Yesterdaze, Inc.	1215	39500	0000	135.82
Algner Hardware	1219	22100	0000	33.92
O'Reilly Auto Parts	1219	22101	0000	89.85
O'Reilly Auto Parts	1219	22101	0000	9.99
O'Reilly Auto Parts	1219	22105	0000	9.99
Algner Hardware	1219	23210	0000	4.65
Algner Hardware	1219	23210	0000	26.98
Algner Hardware	1219	23210	0000	9.65
Algner Hardware	1219	23210	0000	40.59
Gem Chemical Company, Inc.	1219	24000	0000	158.60
Gem Chemical Company, Inc.	1219	24000	0000	41.19
Nix Sanitary Service	1219	39700	0000	69.00
Midwest Telecom Communications	1219	44000	0000	988.00
Altstadt's	2504	21150	0000	160.00
Lieberman Technologies	4009	32360	0000	900.00
RMUS LLC	8480	44900	0000	8000.00
B-Hive Printing	8899	21100	0000	27.88
Quill Corporation	8899	21100	0000	6.26
Quill Corporation	8899	21100	0000	18.77
Quill Corporation	8899	21100	0000	15.74
		Grand Total:		$ 742,441.75

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, December 10th, 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: $742,441.75 Dated this 10th day of December, 2018.
Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Marlin Weisheit, Member

Debbie Stevens, Auditor

2019 Payroll Dates

Pay#	Week#	Pay Period Start		Pay Period End	Vouchers Due	Pay Date
1	1	12/9/2018	-	12/22/2018	Wednesday, December 26, 2018	Friday, January 4, 2019
2	2	12/23/2018	-	1/5/2019	Wednesday, January 9, 2019	Friday, January 18, 2019
3	1	1/6/2019	-	1/19/2019	Wednesday, January 23, 2019	Friday, February 1, 2019
4	2	1/20/2019	-	2/2/2019	Wednesday, February 6, 2019	Friday, February 15, 2019
5	1	2/3/2019	-	2/16/2019	Wednesday, February 20, 2019	Friday, March 1, 2019
6	2	2/17/2019	-	3/2/2019	Wednesday, March 6, 2019	Friday, March 15, 2019
7	3	3/3/2019	-	3/16/2019	Wednesday, March 20, 2019	Friday, March 29, 2019
8	1	3/17/2019	-	3/30/2019	Wednesday, April 3, 2019	Friday, April 12, 2019
9	2	3/31/2019	-	4/13/2019	Wednesday, April 17, 2019	Friday, April 26, 2019
10	1	4/14/2019	-	4/27/2019	Wednesday, May 1, 2019	Friday, May 10, 2019
11	2	4/28/2019	-	5/11/2019	Wednesday, May 15, 2019	Friday, May 24, 2019
12	1	5/12/2019	-	5/25/2019	Wednesday, May 29, 2019	Friday, June 7, 2019
13	2	5/26/2019	-	6/8/2019	Wednesday, June 12, 2019	Friday, June 21, 2019
14	1	6/9/2019	-	6/22/2019	Wednesday, June 26, 2019	Friday, July 5, 2019
15	2	6/23/2019	-	7/6/2019	Wednesday, July 10, 2019	Friday, July 19, 2019
16	1	7/7/2019	-	7/20/2019	Wednesday, July 24, 2019	Friday, August 2, 2019
17	2	7/21/2019	-	8/3/2019	Wednesday, August 7, 2019	Friday, August 16, 2019
18	3	8/4/2019	-	8/17/2019	Wednesday, August 21, 2019	Friday, August 30, 2019
19	1	8/18/2019	-	8/31/2019	Wednesday, September 4, 2019	Friday, September 13, 2019
20	2	9/1/2019	-	9/14/2019	Wednesday, September 18, 2019	Friday, September 27, 2019
21	1	9/15/2019	-	9/28/2019	Wednesday, October 2, 2019	Friday, October 11, 2019
22	2	9/29/2019	-	10/12/2019	Wednesday, October 16, 2019	Friday, October 25, 2019
23	1	10/13/2019	-	10/26/2019	Wednesday, October 30, 2019	Friday, November 8, 2019
24	2	10/27/2019	-	11/9/2019	Wednesday, November 13, 2019	Friday, November 22, 2019
25	1	11/10/2019	-	11/23/2019	Wednesday, November 27, 2019	Friday, December 6, 2019
26	2	11/24/2019	-	12/7/2019	Wednesday, December 11, 2019	Friday, December 20, 2019

Ragle Inc
PO Box 444
Newburgh, IN 47629-0444

INVOICE NO: 1603
PAY APPLICATION NO: 3
PERIOD TO: 12/14/18
APPLICATION DATE: 12/14/18

MONTHLY PAY APPLICATION

TO: WARRICK CO. HIGHWAY DEPT.
555 Roth Road
Boonville, IN 47601

PROJECT: Bridge 34 Warrick Co

ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
Bridge Project No. 2018-01, Bridge No. 34 (2018-036)												
1	Bridge No. 34 - Selvin, IN	LS	1.00	194,500.00	194,500.00	.51	99,990.00	.49	94,510.00	1.00	194,500.00	100.00%

CONTRACT TOTAL: $ 194,500.00

	CURRENT	TO DATE
TOTAL: $	94,510.00	$ 194,500.00
RETAINAGE: $	18,902.00	$ 38,900.00
LESS PREVIOUS BILLINGS:		$ 79,992.00
CURRENT AMOUNT DUE: $	75,608.00	$ 75,608.00

PROJECT MANAGER

12/26/18
DATE

LOCHMUELLER GROUP
6200 Vogel Road • Evansville, IN 47715 • 812.479.6200

TRANSMITTAL

DATE: January 9, 2019

TO: Warrick County Highway Dept.
107 W. Locust Street, Suite 208
Boonville, Indiana 47601

PROJECT NAME:
Epworth Road at Warrick Wellness Trail Intersection Improvements

THE FOLLOWING NUMBER(S) MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKAGES.

LOCHMUELLER GROUP PROJECT NO.:
118-0086-OTE

INDOT PROJECT/DES NO.:
n/a

SHIPPED VIA:
☐ UPS GROUND ☐ UPS NEXT DAY AIR ☒ US MAIL ☐ EMAIL ☐ PICK UP

DATE	COPIES	DESCRIPTION
01/09/2019	1	Executed Agreement

REMARKS:
For your file.

LOCHMUELLER GROUP, INC.

Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

LOCHMUELLER GROUP

An Agreement for the Provision of Limited Professional Services

Date: November 14, 2018

Client: Mr. Bobby Howard, PE
107 W. Locust St.
Courthouse, Room 208
Boonville, IN 47601

Lochmueller Project No: 118-0086-OTE

Client Project No.:

Project Name/Location:
Epworth Rd. at Warrick Wellness Trail – Intersection Improvements, Newburgh, IN

Scope/Intent and Extent of Services:
Survey, analysis, and design efforts with attached scope of services.

Fee Arrangement:
Lump sum basis for a fee of $35,500

Special Conditions:
See exclusions in attached scope of services.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE HEREOF. PLEASE REVIEW THEM CAREFULLY.

Offered by: Lochmueller Group, Inc.

Signature

Matthew E. Wannemuehler, V.P. C.A.O
Printed Name and Title

January 9, 2019
Date

Accepted by:

Signature

Dave Saylor - Commissioner
Printed Name and Title

12-10-18
Date

411 North 10th Street, Suite 200
St. Louis, Missouri 63101
PHONE: 314.621.3395

Mr. Bobby Howard
November 14, 2018
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LOCHMUELLER GROUP

TERMS AND CONDITIONS

Lochmueller Group *(Lochgroup)* shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:
Unless otherwise stated, Lochgroup will have access to the site for activities necessary for the performance of the services. Lochgroup will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:
Any claims or disputes made during design, construction or post-construction between the Client and *Lochgroup* shall be submitted to non-binding mediation. Client and *Lochgroup* agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. Should client and Lochgroup fail to resolve their dispute by mediation, they agree that jurisdiction for any litigation concerning such dispute shall be in a federal or state court situated in Vanderburgh Village, Indiana, subject to applicable law.

Billings/Payments:
Invoices for *Lochgroup's* services shall be submitted, at *Lochgroup's* option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, *Lochgroup* may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:
Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.0% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including attorney's fees and court costs.

Certifications:
Guarantees and Warranties: *Lochgroup* shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence *Lochgroup* cannot ascertain. Any opinions or probable project costs or construction costs rendered by *Lochgroup* represent its best judgment and are furnished for general guidance only. *Lochgroup* makes no warranty, either express or implied, as to the accuracy of such opinions as compared to bid or actual costs. *Lochgroup* warrants only that it will use that degree of care and skill ordinarily exercised under similar conditions by the engineering profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by this Agreement.

Responsibility for Claims:
In recognition of the relative risks, rewards and benefits of the project to both the Client and *Lochgroup*, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, *Lochgroup's* total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the amount of *Lochgroup's* total compensation for services paid and received by *Lochgroup* under this agreement. Such causes include, but are not limited to *Lochgroup's* negligence, errors, omissions, or breach of contract. *Lochgroup* shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements of any federal or state agency.

Subcontractors:

Mr. Bobby Howard
November 14, 2018
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LOCHMUELLER GROUP

If *Lochgroup* has been asked by the Client to subcontract certain geotechnical, architectural, survey or laboratory testing services on behalf of the Client, *Lochgroup* agrees to do so only as an accommodation to the Client and in reliance upon the Client's assurance that the Client will make no claim to bring any action at law or in equity against *Lochgroup* as a result of this subcontracted service. The Client understands that *Lochgroup* is neither trained nor knowledgeable in the procedures or results of the subcontractor's services and the Client shall not rely upon *Lochgroup* to check the quality or accuracy of their services. In addition, the Client agrees to the fullest extent permitted by law to indemnify and hold *Lochgroup* harmless from any damage, liability or cost (including attorneys' fees and costs of defense) arising from the services performed by this subcontractor except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of *Lochgroup*.

Termination of Services:
This agreement may be terminated by the Client or *Lochgroup* should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay *Lochgroup* for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:
All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by *Lochgroup as instruments of service shall remain the property of Lochgroup.* *Lochgroup* shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

Mr. Bobby Howard
November 14, 2018
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LOCHMUELLER GROUP

2018 Hourly Rate Schedule
Professional Engineering and Planning Services

Classification	Hourly Rate
Principal	$225
Senior Project Manager	$220
Senior Project Engineer	$180
Project Engineer IV/Project Liaison	$165
Project Engineer III	$150
Project Engineer II	$125
Civil Engineering Specialist I	$95
Senior Transit/NEPA Specialist	$185
Right-of-Way Services Specialist	$180
Transportation Planner/GIS Specialist	$106
Senior Appraiser	$185
Engineering Designer III	$113
Engineering Designer II	$103
Engineering Designer I	$90
Senior Graphic Designer	$80
Administrative Assistant	$55
Field Technician	$50

TRAVEL TIME for field crews and meeting time will be charged for both directions from door-to-door.

OVERTIME work will be performed only at the direction of the client. All work on field crews, survey crews, drafting or clerical over eight hours per day or work performed on weekends or holidays is considered overtime and will be billed at 1.25 times above quoted rates.

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at a rate of .50 per mile. Direct expenses include but are not limited to: mileage, filing fees, testing costs and express mail costs, provided that they are reasonable and necessary for the accomplishment of the work.

These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.

LOCHMUELLER GROUP

November 14, 2018

Bobby Howard, PE
Warrick County Highway Engineer
107 W. Locust St.
Courthouse, Room 208
Boonville, IN 47601
Via email: bhoward@warrickcounty.gov

RE: Proposal for Intersection Improvement Design – Epworth Rd. at Warrick Wellness Trail

Dear Mr. Howard:

Based on previous discussions of the project, Lochmueller Group, Inc. (Lochmueller) is pleased to submit the enclosed scope for engineering design services related to the proposed intersection improvements the subject site. It is our understanding that the overall project scope includes the following improvements:

- Construction of a span wire signal at the subject intersection.
- Pavement widening and drainage adjustments on the west leg (Stahl Rd.) to allow for necessary storage length of the left turn lane and better alignment of the westbound receiving lane. It is anticipated the pavement widening will extend from the intersection to the first private driveway to the west.
- Signalization and ADA pushbutton installations for bicycle/pedestrian crossings at the intersection.
- ADA curb ramp construction at each of the corners of the intersection. The existing ramps on the southwest and southeast corners will be investigated to determine if they can be used in place.

Based on this project scope, Lochmueller will design the proposed improvements develop construction plans and specifications. This shall include topographic and right-of-way survey, brief intersection analysis to determine signal phasing and storage lengths, and utility coordination. The design will comply with current INDOT standards and specifications, City of Newburgh code and standards, and Warrick County standards, as applicable.

Scope of Services

Phase I – Topographic Route Surveying

1. Provide a topographic survey of a section of Epworth Road starting approximately 500 feet north of the intersection of Epworth Rd. with Stahl Rd. and extending south along Epworth Rd. for 1000 feet to a point approximately 500 feet south of the intersection of Epworth Rd. with Stahl Rd., extending outward on both sides of Epworth Rd. to back slope of the existing roadway ditches. Also, provide a topographic survey of a section of Stahl Rd./Warrick Trail starting approximately 500 feet west of the intersection of Stahl Rd. with Epworth Rd. and extending east along Stahl Rd./Warrick Trail for 1000 feet to a point approximately 500 feet east of the intersection of Stahl Rd./Warrick Trail with Epworth Rd., extending outward on both sides of Stahl Rd./Warrick Trail to the back slope of the existing roadway ditches. A contoured surface model will be created from the topographic survey with a one foot contour interval.
2. Research affected property owners, obtain mailing addresses and send survey notices to all.

411 North 10th Street, Suite 200
St. Louis, Missouri 63101
PHONE: 314.621.3395

LOCHMUELLER GROUP

3. Re-establish the existing Right-of-Way lines for the project area.
4. Locate utilities within the project area using observed evidence along with the Indiana 811 service.
5. Establish a horizontal datum of either the Indiana State Plane West coordinate system or a custom Warrick County coordinate system by using terrestrial traverse observations and GPS static observations incorporating the "INCORS" network.
6. Establish a vertical datum of NAVD88 by using GPS static observations and a bench level circuit.
7. Set horizontal control points and vertical benchmarks with references within the project area for future construction layout purposes.
8. Provide a utility contact list.
9. Provide an AutoCAD Civil 3D drawing containing all of the above listed items.
10. Provide a survey field book.

Phase II – Intersection Analysis and Preliminary Design

1. Coordinate with officials from Warrick County and other stakeholders to determine their requirements for the proposed improvements.
2. Collect up to 12 hours of turning movement count data at the intersection. Acquire turning movement count data from others at the Lloyd Expressway intersection, collected as part of an ongoing corridor study. Conduct an analysis of the intersection for each peak period, using projected turning movement data based upon the collected data.
3. Provide a brief technical memorandum relative to the results of the intersection. The analysis will determine appropriate signal phasing, storage lengths, and if there is a need to coordinate operation with the Lloyd Expressway signal after construction.
4. Complete a soil boring at the intersection, by subcontractor, to determine the soil characteristics applicable to signal structure foundation determination.
5. Develop preliminary roadway plan depicting the proposed roadway and pedestrian improvements. Utilize AutoTurn or similar tools to verify corner radii, lane locations, stop bar locations, and other geometric elements.
6. Design modifications to the existing drainage facilities impacted by the roadway improvements. This is anticipated to include adjustment to the existing ditch line on the north side of Stahl Rd.
7. Determine utilities impacted by the proposed improvements, and coordinate with each utility to determine a preliminary resolution plan. Any utility relocation design would be proved by the respective utility and provided to Lochmueller for inclusion in the intersection improvement plans.
8. Develop preliminary signal plan depicting proposed traffic signal equipment infrastructure at the intersection, and proposed bicycle/pedestrian curb ramp and ADA accommodations.
9. Prepare Preliminary Design Plans (30%). Preliminary plans shall include cover sheet, typical sections, plan sheets, and traffic signal plans.
10. Submit Preliminary Design Plans to Warrick County for review.
11. Revise plans based on review comments from Warrick County and submit final Preliminary Design Plans to Warrick County.
12. Prepare a preliminary construction cost estimate based on the improvements as shown in the Preliminary Design Plans.

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13. Attend up to one (1) project meeting.

Phase III – Final Design and Construction Documents

1. Address review comments from Warrick County and other applicable stakeholders.
2. Coordinate final plan development with impacted utilities, and incorporate relocated utilities into the plans, if necessary. Design of utility relocations would be completed by others.
3. Prepare detailed roadway plan and detail sheets.
4. Prepare detailed drainage improvement plans and details.
5. Prepare detailed traffic signal plans and detail sheets for the proposed traffic signal equipment at the intersection. It is anticipated that INDOT standard signal equipment and foundations will be utilized and detailed structural design or analysis of equipment or foundations will not be required.
6. Prepare Pre-final Design Plans. Pre-final construction plans will include cover sheet, typical sections, quantity sheets, plan sheets, removal sheets, traffic signal sheets, drainage detail sheets, and other sheets determined by Lochmueller to be necessary to construct the improvements.
7. Submit Pre-final Design Plans Warrick County for review.
8. Prepare a Pre-final cost estimate based on the improvements as shown in the Pre-final Design Plans.
9. Revise plans based upon review comments from Warrick County and other applicable stakeholders and submit Final Plans to Warrick County for final approval.
10. Prepare final construction plans, special provisions, and cost estimates. Prepare bid book and associated documents to Warrick County for bidding. Documents will be provided to Warrick County in pdf format.
11. Attend up to one (1) project meeting.

Phase IV – Construction Phase Engineering Services

1. Address RFIs during bidding and provide plans and specification revisions for addendums that are issued.
2. Attendance at the Pre-Construction Conference.
3. Review shop drawings submitted by the Contractor. It is assumed that shop drawings will be required signal equipment.
4. Provide engineering assistance and consultation during construction for concerns or issues that may arise.
5. Attend up to one (1) project meeting during construction.

Fees

The services described above will be performed on a lump sum basis for a fee of $35,500. A per-phase breakdown of the overall fee is as follows:

- Phase I - Topographic Route Surveying.....$7,300
- Phase II - Intersection Analysis and Preliminary Design..... $16,900
  - Includes $3,965 direct cost for soil boring/testing
- Phase III - Final Design and Construction Documents.....$10,050
- Phase IV - Construction Phase Engineering Services.....$1,250

Lump Sum Total.....$35,500

Mr. Bobby Howard
November 14, 2018
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This fee would be subject to increase if any tasks in addition to those specifically listed above are added to the scope of services.

Exclusions

Items not anticipated to be required for this project or to be completed by others, and thus not included within this scope of work, include: processing or determination of awarded contractor; structural design, including retaining walls, junction boxes, special foundations, etc.; pavement analysis and design; geotechnical design; roadway/signal inspection and quantity documentation; material testing; boundary retracement survey; easement preparation/title research; subsurface utility investigation; easement and/or right of way acquisition; utility relocation design; signal programming or coordinated signal timing development; fiber optic interconnect design; and any other items not specifically included in this scope.

It is acknowledged there may be a need for Lochmueller to develop coordinated signal timing plans. If the intersection analysis performed in Phase II determines that to be the appropriate direction. Further, this may entail a need to develop interconnection plans to allow for the coordinated timing plans to be maintained going forward. If needed, those tasks would be addresses at a later date via a supplement to this agreement.

Any other tasks in addition to those specifically described in the above scope of services would be billed as extras on a time and materials basis unless a specific scope and fee is negotiated separately. However, we would not proceed with supplemental services without your direction or authorization.

It should be noted that standard foundation designs will be used for the new strain pole bases. It is not anticipated that additional structural design and geotechnical design will be required. Should special foundation designs be necessary, we will notify you regarding the need to provide structural and/or further geotechnical information.

Please feel free to contact me at 314-621-3395 or tking@lochgroup.com if you have any questions or comments concerning this proposal. We look forward to working with you again.

Sincerely,
Lochmueller Group

Tyson W. King, P.E., PTOE
Project Manager