WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
January 14, 2019
4:00 P.M.

The Warrick County Commissioners met in regular session with Dan Saylor, President; Robert Johnson, Vice President; and Terry Phillippe, Member. Attorney Todd Glass and Administrator Roger Emmons were in attendance.

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

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

PLEDGE OF ALLEGIANCE

AREA PLAN COMMISSION
REZONING
PC-R-18-16 SJ ROBERTSON INVESTMENTS

Commissioner Saylor: Good afternoon, everybody. First item on the agenda is APC. Sherri?

Sherri Rector: Yes, Sir. The first item is Rezoning Petition. It's PC-R-18-16. S.J. Robertson Investments, LLC by S.J. Robertson, Owner. It is to rezone seven point five-zero (7.50) acres located on the east side of Martin Road a distance of thousand (1,000) feet south of the intersection of Martin Road and Vann Road from M1, Light Industrial; to A, Agriculture Zoning District in Ohio Township. It was a recommendation of approval by the APC at their December 10, 2018 meeting. Mr. Robertson is simply wanting to be able to rezone this so he can build a residence. A residence is not allowed in Industrial Zoning. And there is no industries around there in the area. So he's putting it back to what it used to be.

Commissioner Saylor: Okay.

Sherri Rector: You here? He's here.

Commissioner Saylor: Steve, come on up and state your name for the record please.

Steve Robertson: My name's Steve Robertson.

Commissioner Saylor: Hi, Steve. Does anybody have any, Board have any questions on this and this had been recommended by the approval, by the APC. Is there any questions? You have a question? No? Anybody from the audience have any...?

Roger Emmons: Need an Ordinance number.

Sherri Rector: '01.

Roger Emmons: Of course.

Commissioner Saylor: Anybody from the audience have any discussion on this for or against? No? Alright. So, that being said, do I have a motion?

Commissioner Johnson: I make a motion to approve PC-R-18-16.

Commissioner Phillippe: I second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Steve Robertson: Thank you.

(Ordinance 2019-01, PC-R-18-16, is located on Pages 16 through 17 of these Official Minutes)

STREET PLANS
PP-18-14 TIMBER VIEW ESTATES 2

Sherri Rector: The next item is Street Construction Plans. It's Primary Plat 18-14, Timber View Estates 2 by Mark and Jill Nance, Owners. Five point nine-eight (5.98) acres located on the west side of Fuquay Road approximately two hundred (200) feet south of the intersection of Fuquay and Timber View Drive. It is a replat of Lots 3-6 and part of the southeast quarter of (Lots) 14, 6, and 9 in Ohio Township. They are asking for no improvements to Timber View Drive or Fuquay Drive. This replat does not have any new construction of right-of-way, and it is just replatting of lots. Bobby has reviewed.

Commissioner Saylor: Okay. Anybody here representing this? State your name for the record please.

Mark Nance: Mark Nance.

Commissioner Saylor: Hi, Mark. Okay. Board, do you have any questions on this? Bobby, you say you're good with this?

Bobby Howard: Yes, there's no issues here.

Commissioner Saylor: Okay. Is there anybody that, we have to ask for...?

Todd Glass: No.

Commissioner Saylor: No, okay. So, I mean I don't have an issue. Do you, he doesn't need to say anything, so, do I have a motion?

Commissioner Phillippe: I'll make a motion to approve PP-18-14.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(PP-18-14, Timber View Estates, is located on Pages 17 through 18 of these Official Minutes)

REQUEST TO RELEASE SURETY
C-18-061 DELTA PROPERTIES – 4583 ROSEBUD LANE

Sherri Rector: And the last item I have is Request to Release Surety. It is commercial driveway 18-061, Delta Properties, LLC. Evan Beck, Member. It's 4583 Rosebud Lane. We're holding nine thousand two hundred and twenty-nine dollars ($9,229.00) in escrow. He has had for three (3) months. The surety expires October 10, 2019. Bobby has reviewed the entrance and signed off and Mr. Beck is here.

Evan Beck: Good afternoon.

Commissioner Saylor: How are you doing? State your name for the record.

Evan Beck: Evan Beck, Delta Properties.

Commissioner Saylor: Good to see you. Bobby, we good with this?

Bobby Howard: Yes, the driveway was constructed. Recommend release of the surety.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to release.

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries...

Commissioner Phillippe: Aye.

Commissioner Saylor: Three, zero (3-0). Thank you.

Evan Beck: Thank you very much.

Commissioner Saylor: Thank you, Evan. Take care.

Sherri Rector: We'll get it; we'll let you know when we get the check.

Evan Beck: Okay, I appreciate it.

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

Commissioner Saylor: Thank you, Sherri.

(C-18-061, Delta Properties, is located on Page 19 of these Official Minutes)

APPROVAL OF MINUTES
DECEMBER 26, 2018 MINUTES

Commissioner Johnson: Make a motion to approve the Minutes for December 26th and January 2nd.

Commissioner Phillippe: Do I abstain on the December since I was not here?

Todd Glass: Oh, good one (1). Well, let's take those separately, Mr. President.

Commissioner Saylor: Separate? Okay.

Todd Glass: I apologize.

Commissioner Johnson: Motion to approve December 26th Minutes.

Commissioner Saylor: And I second that motion.

Commissioner Phillippe: I abstain.

Commissioner Saylor: He'll abstain, so all in favor?

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. So motion carries two (2) to one (1), two to zero to one abstention (2-0-1 with Terry Phillippe abstaining).

Todd Glass: Thank you.

JANUARY 2, 2019 MINUTES

Commissioner Saylor: So do I have a motion for the January 2, 2019 Commissioner Minutes?

Commissioner Phillippe: Motion to approve Minutes.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

ITEMS FOR DISCUSSION
DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
DECLARING SHERIFF'S VEHICLES SURPLUS

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

Roger Emmons: Thank you, Mr. President. First item I have is to declare nine (9) Sheriff's vehicles as surplus. Sheriff Wilder submitted a list of six (6) that were all 2017 Ram 1500 pickup trucks. At, I believe it was either before or after the last meeting. Anyway, those six (6), the VIN numbers end in: 156, 157, 158, 159, 160, and 161. The last three (3) are 2009 and a couple of 2010 Crown Victorias and those end, and I'll say the last five (5): 29323, 03044, 45324. And just needs a motion to declare those surplus. I believe Sheriff Wilder's gonna trade in the 2017 Rams.

Commissioner Johnson: Make a motion to declare these nine (9) vehicles surplus.

Commissioner Phillippe: I'll second that.

Commissioner Saylor: Got a first and a second. Just want to make sure to note that we're kind of in need for a vehicle for part-time and that Bob has talked with the Sheriff and, and just to tell you, we get our money's worth out of vehicles. The Sheriff has informed us; we don't want these vehicles. So, Sheriff, I appreciate the past administration and, and you guys. You guys get every dollar out of stuff that we can. I'm a Reserve Deputy and I drive some of those vehicles and we, we utilize them to the fullest potential. So thank you very much.

Sheriff Wilder: Yeah, Sheriff Wilder. Yeah, I have spoken, we do have another few vehicles, as months come up, we may take out of the fleet and look at the reserves that we may be able to come up with one (1) to get you guys around safely. So...

Commissioner Saylor: I would appreciate that. Thank you, Sheriff.

Commissioner Johnson: Thank you, Sheriff.

Commissioner Saylor: So I have a first, a second, all in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you, Sir.

PURDUE EXTENSION CONTRACTUAL SERVICES AGREEMENT

Roger Emmons: Next item I have is the annual contract between Purdue University and the County for our Extension Office Educators. And I emailed you a copy of that, three (3) pages on the January the 7th. The contract calls for the County to pay Purdue one hundred eighteen thousand seven hundred sixty-seven dollars ($118,767.00) in 2019. I see Amanda Mosiman is here in case the Commissioners have any questions.

Amanda Mosiman: Yes, Carla sends her regards. But it is 4-H enrollment time and she had some families in the office so I ran up here to answer any questions you may have.

Todd Glass: Contract is in order, Mr. President.

Commissioner Saylor: Okay. Commissioners, do you have any questions for her?

Commissioner Johnson: No, Sir.

Commissioner Saylor: No, so contract's in order.

Commissioner Johnson: Motion to approve the Extension Contractual Service Agreement with Purdue University.

Commissioner Phillippe: I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Amanda Mosiman: Alright. We look forward to serving the County again.

Roger Emmons: Thanks, Amanda.

Commissioner Saylor: Thank you. Appreciate it.

(Purdue Extension-Warrick County Contract is located on Pages 19 through 20 of these Official Minutes)

BUILDING DEPARTMENT – COPY MACHINE LEASE AGREEMENT

Roger Emmons: Next item is the lease agreement for the Building Department's new copy machine. We went back and forth on what needs to be included and what not. And I have everything ready except I'd like to know from Counsel on the second page of the value lease agreement with US Bank equipment finance, Todd and John took numbers one (1), I'm sorry, two (2) of two (2) of that two (2) page contract, Ownership, Payments, Taxes, and Fees, and number ten (10) Miscellaneous, which had to do with telephone numbers providing them, to give them the right to, or were consenting to receive communications, etcetera. So, I have both the one (1) that's lined through. The ownership on the taxes and fees states that basically, we have to reimburse US Equipment Finance property taxes if they have to pay on the machine because they own it. We're just leasing. So Melanie Hoskins with Alpha Laser, she commented that she couldn't see any way around this. So I'm needing to know which one (1) of those pages you want me to include. The one (1) that John lined through in red or the one (1) without?

Todd Glass: I'll suggest to the Commissioners, neither. We ought to take out the stricken language in two (2), Roger, and leave it, because I agree with her and you're not going to get around it and it was in the prior agreement.

Roger Emmons: Okay.

Todd Glass: But, I still think it's perfectly fine to strike the language in ten (10).

Roger Emmons: Okay.

Todd Glass: Secondly, you also in Alpha Laser's Service Contract, we had some favorable language stricken in paragraph fifteen (15).

Roger Emmons: Yeah.

Todd Glass: And that's on page three (3) of that related contract, and titled Alpha Laser Service Contract Terms and Conditions.

Roger Emmons: Uh huh.

Todd Glass: And I'll, I can confirm this with you, but that language to strike in their paragraph fifteen (15) should remain stricken. So it would strike the language in their paragraph fifteen (15), and strike the language in US Bank's paragraph ten (10). And then you're good to go.

Roger Emmons: Okay. I will do that.

Todd Glass: And I can, I can verify that with you after the meeting.

Roger Emmons: And then we did get the end meter readings. I have that in here. And I've got a certificate of insurance and we, we've got the machine on December 3rd of last year. It was installed. Angie Lutz, the primary contact

insurance. Rita got us one (1) for last year. But she's going to update to include this year's as well. And then Debbie and BJ provided the new tax exempt certificate to include with that. And let me see what else. The Professional Network Services, we've signed those in the past. Although, we are declining the scan to email hosting part of it, which we've done as well in the past. So, I think with what Todd, the information he's giving us you're good to approve by motion. And I will include the documents that Todd has suggested.

Commissioner Saylor: Alright. So, do I have a motion to approve the lease agreement?

Commissioner Phillippe: I make a motion to approve the lease agreement for the Building Department.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you. (Inaudible).

(Building Department Lease Agreement is located on Pages 20 through 24 of these Official Minutes)

EMA – BADGE SOFTWARE MAINTENANCE AGREEMENT

Roger Emmons: Next item is the Software Maintenance Agreement for the Emergency Management Agency. I emailed that to you on January 13th, also to Counsel. It's a one (1) page agreement for six hundred dollars ($600.00). It's for their badge pass. Basically their ID Badge Software that they use in the office for these.

Todd Glass: All is in order, Mr. President.

Commissioner Saylor: Alright. Do I have a motion?

Commissioner Phillippe: I'll make the motion to renew the Software Maintenance Agreement for EMA's badge maker.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(The Badge Software Agreement is located on Page 24 of these Official Minutes)

HISTORIC JAIL GRANT

Roger Emmons: Next is, I need a motion to proceed with the resubmission of our OCRA application for the Historic Jail Grant in the first round of this year, which proposal's due May 3rd, and the application on June 28th.

Commissioner Johnson: Make a motion to proceed with the Historic Jail Grant.

Commissioner Phillippe: I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

CARRY OVER OF VACATION DAYS FOR EMPLOYEE ON WORKMAN'S' COMP

Roger Emmons: Next item is carry over of vacation days for an employee who's on work comp leave. The employee was unable to take his last week of vacation in 2018. The Employee Handbook does allow the Board to approve those under certain circumstances. And I, and I think Todd, well, I know Todd has agreed with that.

Todd Glass: Yeah, the Board had consulted with me on that, and I advised them as to the Personnel Handbook and the ability to do that if you so wish.

Commissioner Saylor: Do I have a motion? So there's...

Roger Emmons: You know; the Handbook states you earn the vacations; you have to take them in the year in which they're earned which would have been last year. But he had a work comp accident and he's been off ever since then and unable to take that last week of vacation of forty (40) hours.

Commissioner Saylor: So, he had a work comp meaning he had an accident on the job?

Roger Emmons: Yes, Sir.

Commissioner Saylor: Okay.

Commissioner Johnson: Make a motion to carry over vacation days of the employee who's was on work comp leave.

Commissioner Phillippe: I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

WARRICK SUPERIOR COURTS PROBATION CONFIDENTIALITY STATEMENT AND AGREEMENT FOR DRUG TESTING SERVICES

Roger Emmons: Next is a Confidentiality Statement and Service Agreement for Drug Testing Service for Warrick Superior Courts Probation. Probation Officer Nancy Susott sent that to me. And the service provided, they, they get a number of a hundred (100) kits and they're collected. The results are reported via email. And the prices are listed. The seven (7) panel test is twenty-five dollars ($25.00), special request twenty-two dollars ($22.00), and additional UPS bags are eight dollars ($8.00). The only thing I did see on this one (1) page agreement which is, with what forensics (inaudible) laboratory, it bought out the former company we used for the drug testing of their clients. There's no term that I can see. So, I assume it probably renews year to year. I mean I hate to assume anything.

Commissioner Saylor: Counsel?

Todd Glass: Correct me if I'm wrong, Roger, but it struck me that this was in essence a, an invoice...

Roger Emmons: A renewal?

Todd Glass: For a purchase of a hundred (100) of those kits? Is that what you take that to be?

Roger Emmons: I, you know, it's got confidentiality statement and services agreement at the top of the page.

Todd Glass: It, it...

Roger Emmons: But yeah, it does.

Todd Glass: It's a hundred (100) kits and the price for those kits are, are, are based upon the volume that's being requested and ordered. And the agreement then I think relates to the confidentiality of the results...

Roger Emmons: Right.

Todd Glass: That are sent back from the kits. So, I don't, I don't see any concern. It doesn't appear to be any recurring or repeating agreement to any degree.

Roger Emmons: Yeah, it's kind of a combination agreement and invoice at the same time.

Commissioner Saylor: So, we need a motion on that, Counselor?

Todd Glass: Correct. They would like to order those kits and then purchase those test results with those prices for those kits.

Commissioner Saylor: Do I have...

Commissioner Johnson: (Inaudible).

Commissioner Saylor: Go ahead.

Commissioner Johnson: Am I understanding you correctly, Counselor, when you say that we're buying these kits or they're buying these kits and we're paying for them? Who's ordering these?

Todd Glass: The court, the Probation Department. And I believe they keep them on site, I believe.

Roger Emmons: They pay for them.

Commissioner Johnson: Okay.

Commissioner Saylor: Yeah.

Commissioner Johnson: I just wanted to get some clarification.

Commissioner Saylor: Yeah.

Commissioner Johnson: I make a motion to approve the Statement of Services Agreement for Drug Testing Services.

Commissioner Phillippe: I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Roger Emmons: Thank you, gentlemen.

(Forensic Fluids Invoice Agreement, Probation Court, is located on Page 24 of these Official Minutes)

THE CERTIFICATION OF DR. RICK YEAGER

Roger Emmons: I have a few other items for your consideration. First the certification of Dr. Rick Yeager, the County Health Officer. We did determine the Board of Health appoints that position, but the County Executive pursuant to Indiana Code, shall certify said appointment. Just need a motion certifying Dr. Yeager.

Commissioner Saylor: I need a motion.

Commissioner Phillippe: I'll make a motion to certify Dr. Yeager.

Commissioner Johnson: Second.

Commissioner Saylor: First and a second, all in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

SECURITY FOR THE COURT SERVICES BUILDING

Roger Emmons: Next is the security camera for the Court Services Building. And I have the proposal for Five Star Security, which is our security consultant, a service provider. It is in the amount of two thousand six hundred fifty dollars ($2,650.00) and Judge Winsett stated he would pay for half of that. Correct, Dan?

Commissioner Saylor: Correct. And then the other half will come out of our budget.

Roger Emmons: Yes, Sir.

Commissioner Saylor: Okay, so I need a motion.

Commissioner Johnson: Make a motion to approve.

Commissioner Phillippe: Second.

Commissioner Saylor: Okay, so I have a first and a second. Just want to make sure that this is for the video system only. Cause we, I think we received bids on the, is that, is that correct, Chad? Yeah. So, I have a first and a second. All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Roger Emmons: Okay, thank you very much.

(Five Star Security Camera quote is located on Page 25 of these Official Minutes)

WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT WITH QUALITY CORRECTIONAL CARE

Roger Emmons: Next item, Warrick County Inmate Healthcare Service, Services Agreement. I sent you Chief Wilder's email, or forwarded that, we've had that Quality Correctional Care Agreement attached. And that also went to Todd and John. This needs, you should approve this as soon as possible because, that way the Auditor will pay the claims. Correct?

Sheriff Wilder: Yeah, the, this is, the contract hasn't changed. There was an additional in monies. The contract went up three thousand six hundred dollars ($3,600.00) from last year. The Sheriff, the past Sheriff Kruse, had already asked for that additional money from the Council, and it's already in our budget. But I think, if I'm not mistaken, the contract doesn't read that amount.

Auditor Stevens: Correct.

Sheriff Wilder: So this is, basically is, the contract had already, the way it was written automatically renewed itself, but because of the additional money, the Council, the Auditor would like the appropriate, which is probably best cause we'll actually have my signature and the new Commissioners' signatures on the contract also. But as far as language, nothing but the money, was the only thing that changed in the contract.

Commissioner Saylor: We just need to approve the agreement?

Sheriff Wilder: Yes, so we can go ahead and start making payments. The money's already there. It's just not in the contract written out.

Roger Emmons: Did you bring the originals for signature?

Sheriff Wilder: I brought the hard copy here. Yeah, the original here for you to sign.

Commissioner Johnson: I make a motion to approve the Warrick County Inmate Healthcare Service Agreement.

Todd Glass: And you can take a second, but then I need to comment, make a comment.

Commissioner Saylor: Do, do, do, do I have a second?

Commissioner Phillippe: I'll second.

Commissioner Saylor: First and second.

Todd Glass: If, if we can, Mr. President, Roger, just strike out on paragraph two point one (2.1) says it's beginning January 1, 2017, so just, at least my version does. So just write in 2019.

Roger Emmons: Two point one (2.1)?

Todd Glass: Two point one (2.1), second page.

Roger Emmons: Beginning, oh, yeah.

Todd Glass: And top of first page, it's referring to the requests from Sheriff Brett Kruse and let's put Sheriff Mike Wilder for 2019 Board.

Roger Emmons: The one (1) I have has Sheriff Wilder's name.

Todd Glass: Good.

Sheriff Wilder: Which line did you have that on?

Todd Glass: The top of page three (3)?

Roger Emmons: Oh, okay. I'm sorry. I was looking at the very first cover page. Yep, I see what you're talking about.

Sheriff Wilder: Yeah, (inaudible) the right name.

Todd Glass: With those interlineations, it's ready to go.

Commissioner Saylor: Okay, so I have a first and a second with those corrections made. All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: (Inaudible).

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

Sheriff Wilder: (Inaudible).

Roger Emmons: Okay, thank you.

Sheriff Wilder: Thanks.

Roger Emmons: Thank you, Gentlemen.

(Quality Correctional Care Contract is located on Pages 25 through 30 of these Official Minutes)

DISCOUNT OF JAZZERCISE FOR COUNTY EMPLOYEES

Roger Emmons: Next, I'd sent you an email or forwarded an email from Kathy Disinger. She's at the Court Services Building and former owner of Jazzercise Boonville Fitness Center. The new owner has agreed to provide a discount to County Employees if they're interested in that. I sent you an email and forwarded that on January the 11th. It shows

months. No joining fee. Offering a hundred (100) classes per month. We have done similar things in the past for employee benefits. You don't have to. It's just up to the Board.

Commissioner Saylor: Do I have a motion to, for the employee discount for the Fitness Center?

Commissioner Phillippe: I make a motion to approve the discount.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

INFO ON ANTIDISCRIMINATION ORDINANCE TO INCLUDE NON-DISCRIMINATION ON BASIS OF SEXUAL ORIENTATION

Roger Emmons: The next one (1) just has to do with information for a proposed Antidiscrimination Ordinance that would include non-descript, non-discrimination on the basis of sexual orientation. I emailed that to you on January 8th. So, I'd asked at that time if you were okay with me meeting with the City Attorney Mark Phillips and Yvonne Lauren who's spearheading this effort. Just for informational purposes to bring back to the Board, and I don't know if you want me to do that or if you prefer Todd contact Mr. Phillips? Nothing's been set up at this time.

Commissioner Phillippe: Just a conversation at this point, right?

Roger Emmons: Yeah, it's just passing back (inaudible).

Commissioner Saylor: A consensus? I have no problem.

Roger Emmons: A consensus is fine.

Commissioner Phillippe: (Inaudible).

Commissioner Saylor: Yeah.

Roger Emmons: Alright, thank you.

HEALTH DEPARTMENT - MEMORANDUM OF UNDERSTANDING FOR NURSES

Roger Emmons: And finally I wrote this down, it's a Memorandum of Understanding with the Western Governor's University for their nursing students to participate in the Warrick County Health Department's Nursing Office. There's no rush on that. I can put that on the January 28th agenda if that's what the Board wishes. I don't know if Todd's had the chance to review it.

Todd Glass: Only quickly. If there's no rush, why don't we try the 28th?

Roger Emmons: I think we can just put it on for the next meeting.

Todd Glass: Take a look at it. Okay.

Roger Emmons: I don't think, that's all. That was enough. Thank you, Gentlemen.

Commissioner Saylor: Thank you, Roger.

COUNTY ATTORNEY
AMEND THE CAPITAL IMPROVEMENT PLAN
ORDINANCE 2019-02

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

Todd Glass: Oh, that's me, right? Okay.

Commissioner Saylor: Yes, Sir.

Todd Glass: Alright. Yes, the only thing on my agenda for the Board today, Mr. President, is the amendment to the Capital Improvement Plan to include the Friedman Park Community Center. I have in front of you somewhere the Capital Improvement Plan showing revision marks as proposed by Economic Development. It's been updated to reflect the last amendments that were made on August 27, 2018. And Commissioner information has been updated. If you look to page four (4) of the...

Roger Emmons: Of the CIP?

Todd Glass: Of the CIP, you'll see the item number thirty-two (32) has been added, described as Community Center, Friedman Park. The design, construction, site work and utilities to build a Community and Event Center within Friedman Park, including the engineering project management and inspection. The estimated total cost of that added

to page five (5) at four point five million ($4,500,000.00). This anticipated source of funds added to page seven (7) per the recommendation of Economic Development, both State and Regional Cities Grant Program, and the local share and that the estimated schedule of that project on page eight (8) to be between January 1, 2019 through December 31, 2020. I believe those all comply with the suggested edits and updates to the Capital Improvement Plan. With an Ordinance number you may approve those this evening.

Commissioner Saylor: Okay. So do I have a motion?

Roger Emmons: 2019-02?

Todd Glass: '02.

Kristine Georges: Yes. Thank you.

Commissioner Saylor: '02.

Commissioner Johnson: Make a motion to approve County Ordinance 2019-02.

Commissioner Phillippe: I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Nothing further, Mr. President. We have some draft Ordinances in the works, but well try to have them to you for review and possible action at the next meeting.

Commissioner Saylor: Great. Thank you.

(Ordinance 2019-02, Capital Improvement Plan, is located on Pages 30 through 34 of these Official Minutes)

COUNTY AUDITOR
NON-CERTIFIED CLAIMS

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

Auditor Stevens: Okay, thank you. I have two (2) Non-Certifieds. Storm Water, purchase of bottled water. Twenty dollars ($20.00) is the total Claim. And then I have Office Depot, Highway, personal use items, paper plates, are included on the Claim. The total Claim one eighty-eight-eighty-seven ($188.87).

Commissioner Johnson: Make a motion to approve the Non-Certifieds.

Commissioner Phillippe: I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Alright. Thank you.

(Non-Certified Claims are located on Page 34 of these Official Minutes)

CERTIFIED CLAIMS

Auditor Stevens: Expense Claims that have been audited and certified totaling two million seven hundred eighty-three thousand nine hundred five dollars and sixty-three cents ($2,783,905.63).

Commissioner Johnson: Make a motion to pay the Claims.

Commissioner Phillippe: And I will second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Thank you.

Commissioner Saylor: Thank you, Debbie.

(Certified Claims are located on Pages 34 through 37 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
REQUEST FOR LEAVE OF ABSENCE WITHOUT PAY

Commissioner Saylor: Next item on the agenda is our County Engineer. Mr. Howard?

Bobby Howard: Yeah, I have a few items. One (1) of which is on the agenda. Request for Leave of Absence without Pay. One (1) of my employees; I believe he sent a letter in that I forwarded to the Commissioners' Office for consideration of that request. He was requesting six (6) months at this time.

Commissioner Johnson: Mr. Howard, I'm going to go ahead and jump out there and I'm not going to vote for this requested leave of absence without pay. I can discuss it with you after afterwards.

Bobby Howard: That's fine.

Roger Emmons: I caution the Commissioners right now not to discuss any personal health information. He had, he mentioned in general.

Commissioner Johnson: I'm just saying, I'll discuss it when (inaudible).

Roger Emmons: Right, I just wanted to make sure. Thank you, Bob.

Commissioner Saylor: So I asked for, I can ask for a motion on this?

Todd Glass: You can move to approve or move to decline the request.

Commissioner Saylor: Okay. So...

Todd Glass: Reject the request or take no action.

Commissioner Saylor: I think this Board is, is the consensus take no action?

Commissioner Phillippe: None.

Commissioner Saylor: Okay. So...

Commissioner Johnson: I say we deny it.

Todd Glass: Then entertain a motion to deny the request.

Commissioner Saylor: Okay. Make a motion.

Commissioner Johnson: I make a motion to deny the request.

Commissioner Phillippe: I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

VEHICLE TRANSFER FROM THE SURVEYOR TO THE HIGHWAY DEPARTMENT

Bobby Howard: Okay, the next item I have, I think we can probably take these at the same time. It's a matter of two (2) vehicles. I was just aware of the, one (1) of these at the last meeting, at the Drainage Board, so I don't have that vehicle information. But the Surveyor's Office is wanting to transfer to the Highway Department a F150 truck. And then also the Solid Waste has asked the Highway Department for a, a truck as well. And I do have a 2010 F150 that was declared surplus near the end of last year with the VIN ending in 52963 that I would like to transfer to the Solid Waste Department.

Todd Glass: It has been declared surplus?

Bobby Howard: Yes. We can do it again, but I had five (5) vehicles that were declared surplus already with the intention of selling them.

Commissioner Saylor: This is one (1), you said this is one (1) of the Foreman's old trucks?

Bobby Howard: Yes.

Commissioner Saylor: In District 1?

Bobby Howard: Yes.

Commissioner Saylor: Okay.

Bobby Howard: (Inaudible).

Commissioner Johnson: Better keep it on property.

Roger Emmons: Are these, these are less than seven hundred fifty dollars ($750.00) as far as fixed assets in value? I don't know.

Bobby Howard: They may be a little more than that. They were transferred as fixed assets, I think.

Roger Emmons: If we determine we need a fixed asset form…which I can bring to the next meeting.

Bobby Howard: Yeah.

Todd Glass: I would think…

Bobby Howard: Well, they could approve it and you would just fill out the asset form.

Commissioner Saylor: But, but the asset is still in the County.

Bobby Howard: Yeah, it's just transferring. It's a transfer from department to department.

Commissioner Saylor: Do you still need to do the fixed asset of the transfer?

Roger Emmons: They, it covers interdepartmental transfers.

Commissioner Saylor: Okay, okay. Alright.

Todd Glass: The transfer from Surveyor to Highway is a cinch.

Roger Emmons: The Solid Waste is a different entity.

Todd Glass: The Solid Waste is a different governmental legal entity.

Roger Emmons: Right.

Todd Glass: But it's been declared surplus. So…

Bobby Howard: You need a Resolution from both Boards to do that?

Todd Glass: Not if it's been declared surplus.

Bobby Howard: Okay.

Todd Glass: So you could approve both.

Commissioner Johnson: This caught me off-guard, because I knew nothing about this request.

Bobby Howard: I just received it Friday myself. So…

Todd Glass: The Surveyor to Highway Department's easier.

Roger Emmons: Right.

Commissioner Phillippe: So Bobby, to declare, they've already been declared surplus, the two (2) you just mentioned?

Bobby Howard: I do not know about the Surveyor's truck.

Commissioner Phillippe: Okay.

Bobby Howard: This vehicle was declared surplus (inaudible).

Todd Glass: The transfer for interdepartmentally between the Warrick County Surveyor and Warrick County Highway Department you can approve.

Commissioner Saylor: Okay, so we'll do, do them separately then. So, do I have a motion for the transfer of the Surveyor's truck to the Highway Department?

Commissioner Johnson: I'll make that motion.

Commissioner Phillippe: I'll second it.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

VEHICLE TRANSFER BETWEEN THE HIGHWAY DEPARTMENT AND SOLID WASTE

Commissioner Saylor: So, the Solid Waste, the truck going to the Solid Waste, how do we handle that?

Todd Glass: I suggest we look into that and just make sure we do it correctly.

Commissioner Saylor: Okay.

Todd Glass: This is the first time I heard of it also.

Commissioner Johnson: It's probably not a big deal because we still have one (1) truck out there that is probably just sitting which is Scott's (inaudible).

Commissioner Saylor: Okay. So we table that 'til...

Todd Glass: If, if, if it's a hot potato you can approve it on the condition of the Counsel approval. But if not, table to the next meeting.

Commissioner Saylor: I think we table it.

Commissioner Phillippe: (Inaudible) District 1 (inaudible) truck.

Commissioner Johnson: Well they, what are they wanting this for, Bobby, do you know?

Bobby Howard: They just said that the guys drive around, is down. The trucks that the guys drive around. I don't know what...

Commissioner Johnson: Around the property?

Commissioner Saylor: Around the property?

Bobby Howard: That's what I assume.

Commissioner Johnson: They may not want to use that newer truck for that. So...

Commissioner Saylor: Well, I mean, so, two (2) weeks. So Counsel, your, your thoughts are, you'll look into the...

Todd Glass: Just make sure there isn't any addition steps you need to take to transfer it to Solid Waste.

Commissioner Saylor: So, I need a motion to table this to the next meeting.

Commissioner Phillippe: I make a motion to table that discussion.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

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

Commissioner Saylor: Thank you.

COUNTY PURCHASING
FUEL CONTRACT BIDS

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

Joe Grassman: Excuse me, Joe Grassman, Purchasing Manager. First item on the agenda for me tonight is the Fuel Bid Contracts for 2019. I have in my possession four (4) bids for that contract. I'm going to open these bids and read the pricing. Basically that's all I'm going to do and then I'm going to ask you to take the bids under, under advisement so that we can, you can consider the options in front of you or are available to you for contract for fuel, for fuel contracts and also give me a chance to evaluate their response to this, the vendors.

Commissioner Saylor: Okay.

Joe Grassman: So, I'll start here with this bid. This is from Heritage Petroleum.

Roger Emmons: Say that again?

Joe Grassman: It's Heritage Petroleum.

Roger Emmons: Thank you.

Joe Grassman: Okay. And here is their pricing. Unleaded gasoline, firm price of one dollar ($1.00)...I'm just going to do this in numbers cause they've got these drawn out decimal points here. Okay, unleaded gasoline, firm price, one point seven-six-seven ($1.767). Flex price for the same is one point five-'o-six-four ($1.5064). Second item is on on-

road diesel, firm price, two point one-'o-eight ($2.108). Flex price, one point nine-one-three-five ($1.9135). Off-road diesel, firm price, two point one-one-three ($2.113). Flex price, one point nine-one-seven-seven ($1.9177). Second bid is from Ackerman Oil Company. They're in Jasper.

Roger Emmons: Ackerman?

Joe Grassman: Ackerman, A-c-k-e-r-m-a-n, Ackerman Oil Company, INC.

Roger Emmons: Thank you, Joe.

Joe Grassman: So, we're going to start with the unleaded gasoline again. Their firm price is one point nine-five ($1.95). Their flex price is one point four-five ($1.45). On-road diesel, firm price, two point three-zero ($2.30). Flex price, one point eight-four ($1.84). Off-road diesel, two point three-'o-five ($2.305). I'll repeat that, two point three-'o-five ($2.305), and flex price, one point eight-four-five ($1.845). This, this bid is from Synergy Partners, LLC. They've got their Boonville address on here even though I think they are also in Mt. Vernon. Okay, Synergy Partners, LLC, unleaded gasoline, firm price, one point six-eight-five-zero ($1.6850). One point six-eight-five-zero ($1.6850). Flex price for unleaded gasoline, one point four-one-five-zero ($1.4150). On-road diesel, firm price, two point zero-nine-five-zero ($2.0950). Flex price, one point seven-four-five-zero ($1.7450). And finally, off-road diesel, two point 'o-eight-nine-zero ($2.0890). One point seven-three-nine-zero ($1.7390). And finally, this particular bid is from Wabash Valley Service Company. W-a-b-a-s-h, Wabash Valley Service Company. Okay, unleaded gasoline from Wabash Valley, one point six-six-four-one ($1.6641), firm. Flex price, one point...one point three-one ($1.31).

Roger Emmons: One point three-one ($1.31)?

Joe Grassman: One point three-one ($1.31). On-road diesel, firm, two point one-'o-six ($2.106). Flex, one point six-eight-six-one ($1.6861). One point six-eight-six-one ($1.6861). And finally, off-road diesel, two point one-one-one ($2.111) is the firm price. Flex price is one point six-eight-nine-seven ($1.6897). And that's all.

Commissioner Saylor: Okay.

Joe Grassman: So you want to make a motion to...

Commissioner Saylor: Make a motion to take these under advisement.

Commissioner Johnson: Make a motion to take these gasoline, petroleum prices under advisement.

Commissioner Phillippe: I second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Joe Grassman: Thank you.

AGGREGATE CONTRACT WITH MULZER

Joe Grassman: Finally, this second item I have is the, our annual Aggregate Contract with Mulzer Crushed Stone. As I, as you all well know, I sent you an annual reminder that Mulzer controls the aggregate business in this geographic area from the mining to the retail sales. So, we've tried to find alternate sources and up to this point haven't been successful. Even when we had one (1) company that was serious about wanting to compete with Mulzer, we got, Bobby and I got together with him last year, and he could provide everything Mulzer provides except sand. And we talked that day and all three (3) of us agreed that I think we want to have a company that's going to be able to provide us with a hundred percent (100%) of our needs and not have to try to get product from Mulzer if we're getting a majority of it from someone else. Cause, you know, they don't like, they don't play nice when they're not treated the way they want to be treated. So, in this case and since they have control over the aggregate market in this area and pursuant to Indiana Code 5-22-10-13, this contract can be awarded under a special purchasing rules which basically means we don't have to take bids because we couldn't even if we wanted to. So, I regret, kind of regretfully recommend that you accept the new pricing which is, I guess I'm gonna just make a statement here about that. That basically we have three (3) locations to, to pick up fuel, Dale, Newburgh, and Rockport. The Dale materials went up sixteen percent (16%) each one (1) of them and it's basically a nine percent (9%) increase in everything else in Rockport and Newburgh.

Commissioner Saylor: What percent?

Joe Grassman: Nine (9%).

Commissioner Saylor: Nine (9%)?

Joe Grassman: Nine (9%) everywhere else. There's a couple eights (8%) and a couple tens (10%), but it's going to average to nine (9%).

Commissioner Saylor: Bobby, where do we pick up most of our stuff at?

Bobby Howard: It depends on where we are in the County when we need it.

Commissioner Saylor: (Inaudible).

Bobby Howard: But (inaudible) Newburgh area, the aggregate, a lot of it can come from Dale up in District 3, and then we take the eastern side of the County we may go Rockport. So, I've looked at it mileage wise, it's pretty, they know how to price it so that it really, it doesn't matter. You're still going there cause it's less wear and tear on the vehicle.

Commissioner Saylor: You're going to spend money. Right.

Bobby Howard: So, yeah, it's a wash.

Commissioner Phillippe: My question is in regards to the special purchase that he mentioned in his email. Out of a hundred percent (100%) of what you buy, how much of that (inaudible) special pricing?

Bobby Howard: So what we actually, our chip and seal operations, I bid their numbers out for, cause they deliver on that price. We don't haul that because we need our trucks at that time. And it's not going to be cheaper than these amounts. It's never cheaper than these amounts. But, but they do, they do price it a little, a little better for me cause they are hauling. But it's not, it's not incredibly huge jump over, over what our FOB prices are. But they do give a little bit of a discount because we're getting it in bulk all at one (1) time for the jobs and those projects for that week. So, they do knock it down a little bit but because they're shipping it.

Commissioner Phillippe: In terms of a hundred percent (100%), in terms of a hundred percent (100%) that we buy, what is that? Twenty percent (20%)?

Bobby Howard: Maybe thirty (30%).

Commissioner Saylor: Okay, I need a motion, Gentlemen.

Commissioner Johnson: I make a motion to accept the bituminous Mulzer bid.

Commissioner Phillippe: And I will second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Joe Grassman: That being said, there's also a contract involved that, did you get a chance…?

Todd Glass: Right, and I have that, Roger.

Joe Grassman: Okay.

Todd Glass: Ready for signature. Just need to make sure with Joe that I've got that right 'Exhibit A' for the terms and prices.

Roger Emmons: Okay.

Joe Grassman: Okay, no problem. I think this is a contract that you, that Todd, you, didn't you draw this up yourself last year? Or your firm did?

Todd Glass: Yes, I think so.

Joe Grassman: Okay.

Commissioner Saylor: Is that it?

Joe Grassman: That's it.

Commissioner Saylor: Thank you, Joe

Joe Grassman: Alright, thank you.

(The Mulzer Aggregate Contract is located on Pages 37 through 38 of these Official Minutes)

COUNTY SHERIFF

Commissioner Saylor: Next item on the agenda is our County Sheriff. Mr. Wilder, Sheriff Wilder doesn't have anything.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: Next item on the agenda is Commissioners. Mr. Phillippe?

Commissioner Phillippe: I have nothing.

Commissioner Saylor: Mr. Johnson?

Commissioner Johnson: No, Sir.

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

Commissioner Phillippe: Motion to adjourn.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:48 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

DAN SAYLOR, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

TERRY PHILLIPPE, MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

WARRICK COUNTY COMMISSIONERS ORDINANCE # CC-2019-01

PLAN COMMISSION DOCKET # PC-R-18-12

AN ORDINANCE TO AMEND THE WARRICK COUNTY, INDIANA COMPREHENSIVE ZONING ORDINANCE BY REZONING CERTAIN REAL ESTATE IN WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA:

Section 1. That the Warrick County, Indiana Comprehensive Zoning Ordinance and the Warrick County Zoning District Maps dated February 1, 2005, and made a part of said Ordinance, be and the same are hereby amended as follows:

That the boundaries of the M-1 as shown on said Warrick County Zoning District Maps, be amended so to the following described real estate:

Part of the North Half of the Southeast Quarter of Section 24, Township 6 South, Range 9 West, Ohio Township, Warrick County, Indiana, more particularly described as follows: COMMENCING at the Northwest Corner of said Half Quarter Section; thence South 00° 33' 51" West, along the West line thereof, 872.0 feet to the POINT OF BEGINNING; thence South 89° 33' 09" West - 749.31 feet; thence South 00° 33' 49" West - 436.0 feet; thence North 89° 33' 09" West - 749.31 feet to the West line of said Half Quarter Section; thence North 00° 33' 51" East, along said West line, 436.0 feet to the POINT OF BEGINNING and containing 7.50 acres, more or less.

which real estate is now zoned and classified as part of the M-1 District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said M-1 District to said Agricultural District.

Section 2. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of the County of Warrick, State of Indiana.

President

Member

Member
BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

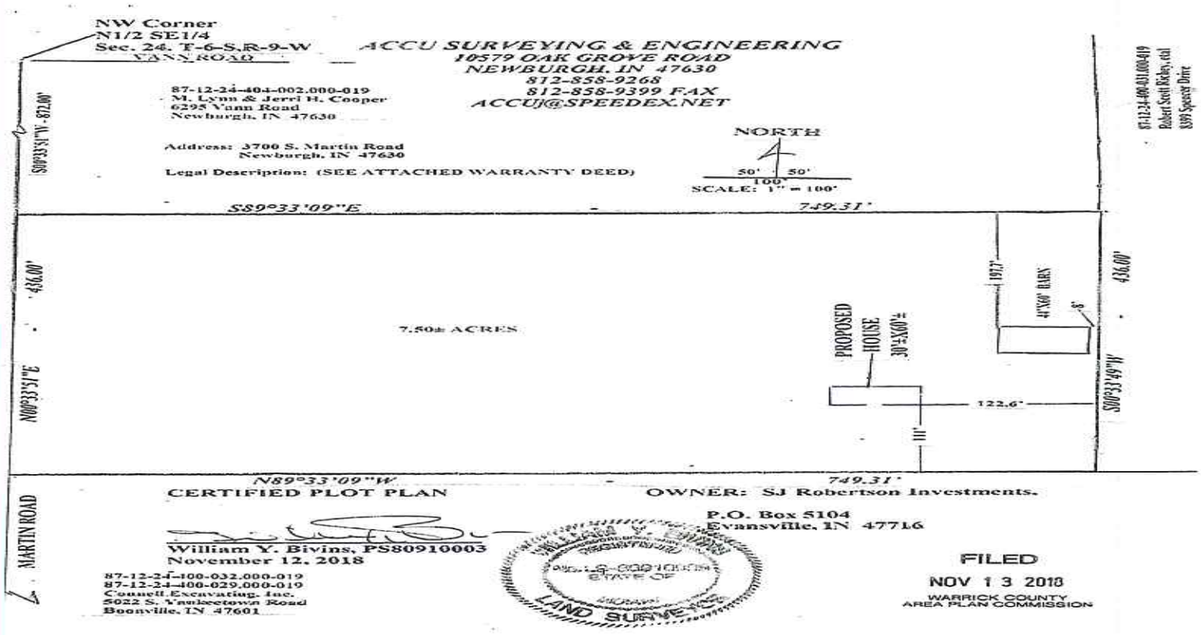
ATTEST:
County Auditor

1/22/19
Date Approved

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Signature 01/16/2019
Printed Name

This document prepared by William E. Bleam



MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

November 7, 2018

FILED
NOV 07 2018
WARRICK COUNTY
AREA PLAN COMMISSION

Warrick County Engineer's Office
Attn: Bobby Howard, P.E.
Courthouse - Room 208
Boonville, IN 47601

Re: Timber View Estates II
No Road Improvements Request Letter
Morley Project No. 10638.3.001-B

Dear Bobby:

On behalf of Mark Nance, we ask that this project require no road improvements to Timber View Drive or Fuquay Road. The lots will access existing County Roads.

If you have any questions or comments, please let me know.

Thank you,

Alejandro Mojica, Civil Staff Engineer

cc: File

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MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

November 7, 2018

FILED
NOV 07 2018
WARRICK COUNTY
AREA PLAN COMMISSION

Department of Storm Water Management
Attn: Phil Baxter
Courthouse, Room 208
107 W Locust Street
Newburgh, IN 47630

Re: Timber View Estates II
Storm Water Drainage Approval
Morley Project No. 10638.3.001-B

Dear Mr. Baxter,

Timber View Estates II will include lots 3 thru 6 from Timber View Estates and the adjoining lot to the south of Timber View Estates. We are requesting that the drainage report submitted for Timber View Estates serve as the approved drainage report for the submittal of the primary plat.

As always, if you should have any questions or need further information, please contact our office as soon as possible.

Thank you,

Alejandro Mojica, Civil Staff Engineer

cc: File

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FILED
NOV 07 2018
WARRICK COUNTY
AREA PLAN COMMISSION

Warrick County, Indiana
Board of County Commissioners
Court House
Boonville, IN 47601

Certificate of Compliance – Timber View Estates II
Plan and Specifications - Street Construction

Submission Date: November 7, 2018

Probable Start Construction: December 2018

Probable Finish Construction: December 2023

Project Location: Property located on the southwest corner of the intersection between Fuquay Road and Timber View Drive in Newburgh, IN 47630, Ohio Township.

Describe in Detail type of street construction:

No new streets will be constructed.

TOTAL Streets	**$ 0**
TOTAL Signs	**$ 0**
TOTAL (Misc. not including signs, see attached sheets)	**$ 0**
TOTAL Storm Sewer System	**$ 0**
TOTAL Sidewalks	**$ 0**

J:\10000s\10600-10699\10638\Surveying 3D\Documents\Plat Filing\10638 Certificate of Compliance.docx Page 1

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

Owner name: Mark Nance & Jill Nance
Signature: _____

Address: 7277 Timber View Drive

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

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

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

Signature _____

Typed Name Bret Alan Sermersheim

Engineer _____ Licensed Land Surveyor ___X___ Ind. Reg. No. 20200009

Address 4800 Rosebud Lane, Newburgh, IN 47630 Phone No. 812-464-9588

SEAL

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

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

Signature _____

Typed Name Bret Alan Sermersheim

Engineer _____ Licensed Land Surveyor ___X___ Ind. Reg. No. 20200009

Address 4800 Rosebud Lane, Newburgh, IN 47630 Phone No. 812-464-9588

SEAL

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

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Reviewed By: Area Plan Commission

Date: _____ Comments _____

By: _____

Reviewed By: County Engineer

Date: _____ Comments _____

By: _____

Approval granted by the Board Of County Commissioners this ____ day of _____, 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 the County Engineer. One Copy shall be retained by the Licensed Land Surveyor or Engineer and the property owner shall receive a copy.

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FILED
DEC 26 2018
WARRICK COUNTY AREA PLAN COMMISSION

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

December 20, 2018

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

Re: Parking Lot Expansion – Rosebud Lane
Release of Commercial Driveway Surety C-18-061
Morley Project # 10572.4.001 B

Bobby,

On behalf of our client Delta Properties, LLC, we are requesting the release of surety for the above referened commercial driveway. We have inspected the driveway and it is in general compliance with the approved permit.

Please let me know if you have any questions.

Thank you,

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

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

cc: Delta Properties, LLC
APC

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BOARD OF COMMISSIONERS:

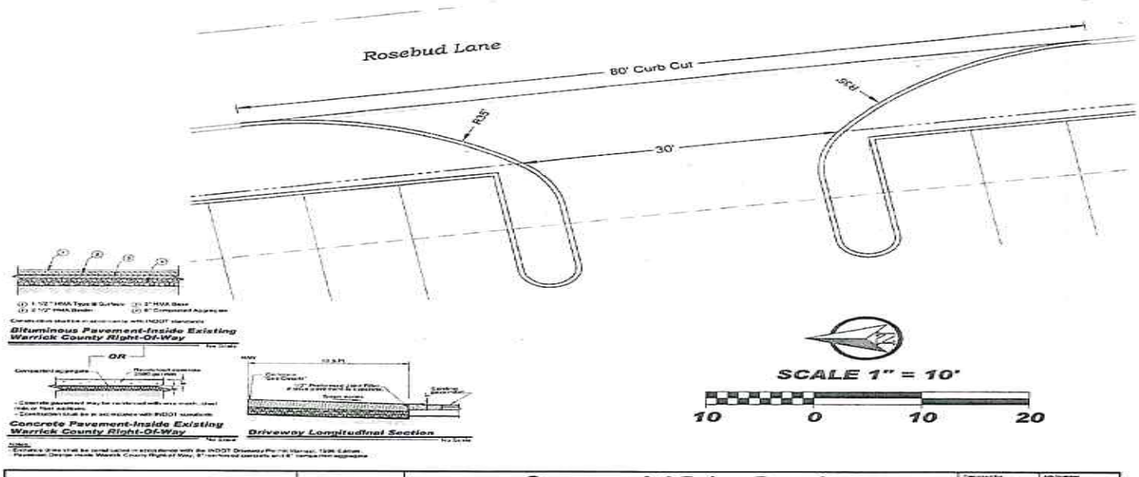
President

Member

Member

ATTEST:

Auditor
Date: 1/14/19



MORLEY ARCHITECTS | ENGINEERS | SURVEYORS	4800 Rosebud Ln. Newburgh, IN 47630 812.464.9585 phone 812.464.2514 fax morleycorp.com	**Commercial Drive Permit** Lot 27 of Interstate Office Park 4583 Rosebud Lane, Newburgh, IN 47630	Designed by JEM	Job Number 10572.4.001B
			Drawn by ARK	Date 8/11/2018
			Filename 10572 Civil Base	

EXTENSION CONTRACTUAL SERVICES AGREEMENT
BETWEEN
PURDUE UNIVERSITY
AND GOVERNMENT OF
WARRICK COUNTY, INDIANA

This agreement made this first day of January, 2019 by and between the government of Warrick County of the State of Indiana, hereinafter called the "County", and Purdue University of West Lafayette, Indiana 47907, on behalf of the Purdue Cooperative Extension Service, hereinafter called "University."

WITNESSTH THAT:

WHEREAS, the County desires to provide financial support for county extension services of interest, specifically the 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES, the results of which may be of mutual benefit to the county and others interested in agriculture, home economics, youth, and community development; and,

WHEREAS, the services are an integral part of the University's Cooperative Extension Service; and

WHEREAS, the services will be of benefit to the populace of Warrick County and the State of Indiana in the following manner: Extension Service Programs to include: 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES ; and,

WHEREAS, the University is willing to undertake such work through its Cooperative Extension Service;

NOW THEREFORE, the parties hereto agree as follows:

1. In exchange for the University's provision of the services described more fully in Appendix 1 to this Agreement, which is fully incorporated herein, for a period of one year from the date first written above the County agrees to contribute to Purdue University the dollar amounts specified in Appendix 1. Invoice will be issued by the University on or about April 1.
2. The University agrees to use the funds thus contributed for the conduct of such services and will provide the necessary personnel required for the services. All personnel employed by the University specifically for the conduct of these services shall be employees of the University. The employment or assignment of any specific individual to any service position under this agreement is the responsibility of the Director of the Purdue Cooperative Extension Service and will be done in consultation with the County's Extension Board. This agreement applies only to those positions specifically stated herein.
3. It is understood that the results of the services or reports of activities may be published by the University in such form as may be approved by the University.
4. Any funds not expended or committed for said services can be made available for other uses benefiting the contributing county's Extension programs. Possible uses could include other salary support, supplies, capital equipment.
5. It is further understood that this agreement may be renewed at the expiration date subject to the approval of the County and the University.
6. This Agreement supercedes any and all prior Agreements made between the parties for the subject matter herein.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The University agrees by the execution of this contract that in regards to its operation in Warrick County, Indiana:

1. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
2. County shall not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of race, sex, religion, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information disability, handicap, or status as a veteran. Acceptance of this agreement signifies full compliance on the part of County with Title VI and Title VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. County ensures that no person shall on the grounds of race, sex, religion, color, sex, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information, disability, status as a veteran, or handicap be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program activity or with respect to any matter directly or indirectly related to employment.
3. The provisions of the Affirmative Action Program adopted by the County as applicable are incorporated by reference as part of this agreement.
4. County further agrees:
   a. To abide by Executive Order 11246, as amended, and the Rules and Regulations applicable thereto which are incorporated by reference and made a part of this Agreement;
   b. To take affirmative action to employ and advance in employment qualified handicapped individuals and qualified disabled veterans and Vietnam-Era veterans as required by the Rehabilitation Act of 1973 and the Vietnam-Era Veterans Readjustment Act of 1974, and regulations issued pursuant to those Acts which are incorporated by reference and made a part of the agreement.

FICA TAXES

The University shall pay all FICA taxes, from their own sources, for the employees who are the subject of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE:

Signature 11/27/18 Date

Beth Siple
Assistant Director Financial Affairs
AG Sponsored Program Service

Signature 11/29/18 Date

Jason R. Henderson
Associate Dean and Director Purdue Extension

COUNTY GOVERNMENT:

BY Dan Saylor
County Government Official

01/14/2019
Date

Dan Saylor
Typed Name

President, Warrick County Commissioners
Title

APPENDIX 1

Memorandum of Understanding:
Purdue Extension Contractual Services Agreement in Warrick County

The contractual services agreement between Purdue University and the government of Warrick County provides financial support for county extension services in four program areas: agriculture and natural resources, health and human sciences, community development and 4-H youth development. These services include access to services from county educators, campus specialists at Purdue University, and other Extension staff.

In exchange for a payment in the amount of $118,767.00 from Warrick County to Purdue, Purdue Extension will provide Extension services through the Warrick County Extension, including three county educators. These staff will provide local extension services in the following program areas: agriculture and natural resources, health and human sciences, and 4-H youth development. Each educator will have an individual program area focus, but will work as a team to contribute to the success of all program areas. The educators will also contribute to regional or statewide programs to fulfill obligations to the state of Indiana for state financial support. State support for local services is allocated based on county size classification as determined by the State Board of Accounts. Initial local service delivery is supported with larger state support. Counties may enhance local service delivery with additional funding, which would include hiring additional Purdue staff for the county Extension office.

Period: January 1, 2019 through December 31, 2019
Total Contractual Services Appropriation for Extension Educators:

Amount: $118,767.00

The County Extension Director will also provide annually a report on Extension services provided in Warrick County during the calendar year and an accounting of county funds spent.

Additional benefits of contractual services:

- As employees of Purdue University, the Extension educators and program assistant have access to health, retirement, and other Purdue University benefits.
- Each year, Purdue University provides funding for training and staff development for each Educator to enhance their skills.
- Purdue University will provide for the high-speed internet connection and a technology allowance for every county educator.
- Through a federally funded grant, a Community Wellness Coordinator's (CWC) provides the Nutrition Education Program to organize community and home interventions to bring about nutrition-related lifestyle changes.
- According to Indiana code 36-7-4-208, the agriculture and natural resource educator will serve on the county planning commission.

Purdue University Cooperative Extension

Signature 12/1/18 Date
Associte Dean and Director of Purdue Extension

Signature 12/5/18 Date
Assistant Director, Agricultural Sponsored Programs

County Government

Signature Dan Saylor 01/14/2019 Date
President
Warrick County Board of Commissioners

Building Dept.

FILED
JAN 3 2019

IMAGING ALTA LASER

Service Contract

Client Information

Customer: Warrick County Building Department	Start Date: 12/3/18
Address: 107 W Locust Street Suite 208	Fax : 812-897-6109
City, State, Zip: Boonville, IN 47601	Operator Email Address: buildingcomm@warrickcounty.gov
Phone #: 812-897-6188 / ALI Rep: Ryan Brown	Key Operator: Angie Lutz
CONTRACT LENGTH X 60 Months ☐ Other, Specify	

Equipment Information

Location	Machine Model	ALI Machine ID	Meter Start	Serial Number
1. Building Depar	K4250LX	WCBC-7875	0	07XUBJPHC000020W
2.				
3.				

Billing Cycle and Coverage

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

Contract Type and Rates

B/W: K4250LX		Color:		B/W:		Color:	
Arrears X	Base/Overage ☐	Arrears ☐	Base/Overage ☐	Arrears ☐	Base/Overage ☐	Arrears ☐	Base/Overage ☐
Costs/Copy $0.005	Base Copies	Costs/Copy	Base Copies	Costs/Copy	Base Copies	Costs/Copy	Base Copies
	Base Charge		Base Charge		Base Charge		Base Charge
	Overage CPC		Overage CPC		Overage CPC		Overage CPC

TOTAL SERVICE BASE: N/A

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

Add Equipment to Existing Contract Yes_____ No X NA_____

Contract Notes: Service rates locked for length of lease term (60 months)

Embedded @ Remote Included on Lanier / Ricoh / Savin Devices

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

Initial Here ☐

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

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

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

Customer Signature: Dan Saylor, Title: President BOC Date: 1/14/19

ALI Acceptance: Print: Dan Saylor Date:

IMAGING ALPHA LASER

Service Contract Terms & Conditions

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

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

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

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

4. **Product Service & Supplies.** ALI will provide full coverage maintenance services, including replacement parts, drums, developer, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding the following holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving; Day after Thanksgiving; and Christmas Day. ALI will also provide the supplies required to produce images on the Product covered under the Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided only by ALI according to manufacturer's specifications. ALI reserves the right to assess a reasonable charge for supply shipments if you request overnight delivery. If ALI determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or ALI may refuse you additional supply shipments, or as otherwise agreed to by the parties. Optional supply items such as paper, and transparencies are not included, unless otherwise agreed to by the parties in writing. Charges are based on standard 8.5x11 images. ALI reserves the right to assess additional image charges for non-standard images, including 13x17 images or consumption of covered supplies varying significantly from expected usage or as otherwise agreed to by both parties. If your facility is within our service coverage, there will be no trip charge for to your facility. Customer not under agreement will be charged rates according to their distance from ALI. (You will not be billed trip charges for initial installation and/or training).

 Customer Initial: AS

5. **Service Levels.**

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

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

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

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

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

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

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

 Customer Initial: AS

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

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

11. **Equipment returns; Damaged Products.** No products may be returned without ALI's prior written consent. Only consumable goods invoiced within (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking fee equivalent to (20%) of the purchase price. Products returned without written authorization from ALI may not be accepted by ALI and is the sole responsibility of Customer. All non-saleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to ALI within five (5) days after receipt of Products.

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

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

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

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

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

 Customer Initial: AS

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

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

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

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

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

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

Customer (Warrick Co. Commissioners)	Alpha Laser & Imaging, LLC
By: Dan Saylor	By:
Name: Dan Saylor	Name:
Title: President	Title:
Date: 1/14/19	Date:

4

IMAGING ALPHA LASER

CUSTOMER REVIEW & SATISFACTION CHECK LIST

Customer Name: Warrick County Building Department	**Installation Address:** 107 w. Locust Street Suite 208, Boonville, IN 47601
Account Rep Name: Ryan Brown	**Main Contact:** Angie Lutz

You Received:

- [x] A demonstration of the basic functions of your K4250LX and have approved the installation and have no additional questions at this time.
- [x] A copy of your Purchase Agreement, Lease Form, Delivery Form with the Terms and Conditions of this sale.
- [x] An explanation of any applicable warranties, provisions of additional components available to you.
- [x] A courteous and informative install technician: Jody Jackson/Wayne Sutton

You Reviewed:

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

You were Advised:

Of the ALI Service plan and have decided to:

- [x] *Accept* the service offering, effective as follows: SEE SERVICE AGREEMENT
- [ ] *Decline* the service offering and will purchase service and supplies on a C.O.D. credit card, or Net 30 terms basis when needed.
- [x] Of the need for a surge protector / power filter - issues from acts of God, electrical storms, brown outs, etc. are not covered by our service agreement.
- [ ] If leasing, customer must provide a certificate of insurance listing the leasing company as the loss lender's payee. Failing to do so will result in a property surcharge from the leasing company.
- [x] If tax exempt, customer must provide the tax exemption certificate.

End meter reads for current equipment being replaced: B\W 12198 Color _____

Account Information

CARD Service Coverage Includes: SEE SERVICE CONTRACT

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

Customer Signature: Dan Saylor	**Date:** 1/14/19
ALI Rep Signature:	**Date:**

IMAGING ALPHA LASER

Professional Network Services

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

Driver Installations

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

Network Communication,Error Troubleshooting

Other Network Changes

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

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

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

Signed Dan Saylor Dated 1/14/19
Dan Saylor, President
Warrick County Commissioners

usbank. EQUIPMENT FINANCE

Value Lease Agreement

APPLICATION NO. 2458565 | AGREEMENT NO.

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

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

CUSTOMER INFORMATION

FULL LEGAL NAME: COUNTY OF WARRICK			STREET ADDRESS: 1 COUNTY SQUARE SUITE 280	
CITY: BOONVILLE	STATE: IN	ZIP: 47601	PHONE: 812-897-6622	FAX:
BILLING NAME (IF DIFFERENT FROM ABOVE): WARRICK COUNTY BUILDING DEPARTMENT			BILLING STREET ADDRESS: 107 W. LOCUST ST SUITE 208	
CITY: BOONVILLE	STATE: IN	ZIP: 47601	E-MAIL:	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE): 107 W. LOCUST ST SUITE 208 BOONVILLE, IN 47601				

SUPPLIER INFORMATION

FULL LEGAL NAME: ALPHA LASER AND IMAGING			STREET ADDRESS: 5815 METRO CENTRE DRIVE	
CITY: EVANSVILLE	STATE: IN	ZIP: 47715	PHONE: 812-476-1644	FAX: 812-476-1645

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
SAMSUNG K4250LX	07XUBJPHC00020W		☐
			☐
			☐
			☐

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

TERM AND PAYMENT INFORMATION

60 Payments* of $ 71.73 — If you are exempt from sales tax, attach your certificate. *plus applicable taxes
The payment ("Payment") period is monthly unless otherwise indicated.
Payment includes 0 B&W pages per month — Overages billed monthly at $ 0.005 per B&W page*
Payment includes ____ Color pages per month — Overages billed quarterly at $ ____ per Color page*
____ By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

END OF TERM OPTIONS

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

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

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance			
LESSOR	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

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

COUNTY OF WARRICK	X Dan Saylor (signature)		01/14/2019
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
35-6000210	Dan Saylor President, Warrick Co. Commissioners		
FEDERAL TAX I.D. #	PRINT NAME		

DELIVERY & ACCEPTANCE CERTIFICATE

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

COUNTY OF WARRICK	X Dan Saylor (signature) — Dan Saylor, President, Warrick Co. Comm.	signed 1/14/19	12/3/18
CUSTOMER (as referenced above)	SIGNATURE	TITLE	ACCEPTANCE DATE

VALUE LEASE AGREEMENT - Option (2017) Page 1 of 2 Rev. 11/01/2017

1. AGREEMENT: [illegible]
2. OWNERSHIP; PAYMENTS; TAXES AND FEES: [illegible]
3. EQUIPMENT; SECURITY INTEREST: [illegible]
4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: [illegible]
5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, [illegible]
6. DEFAULT AND REMEDIES: [illegible]
7. INSPECTIONS AND REPORTS: [illegible]
8. END OF TERM: [illegible] YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.
9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: [illegible]
10. MISCELLANEOUS: [illegible]
11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." [illegible]
12. LAW; JURY WAIVER: [illegible]
13. MAINTENANCE AND SUPPLIES: [illegible]

VALUE LEASE AGREEMENT - Option (2017) Page 2 of 2 Rev. 11/01/2017

usbank. EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT #

Addendum to Agreement # 2458565, between COUNTY OF WARRICK, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words you and your refer to Customer. The words we, us and our refer to Lessor.

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

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is $1.00 or $101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

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

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

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Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement or be named on the vehicle title to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance Lessor	COUNTY OF WARRICK Customer
Signature	X Dan Saylor 1/14/19 Signature Dan Saylor
Title Date	President, Warrick County Commissioners 12/3/18 Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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Data Equipment, Inc.
945 W. Michigan Ave. Suite 10-B
Pensacola, FL 32505
850-432-8969/Fax 850-432-5337

Software Maintenance Agreement

Datacard AUTHORIZED On-Site Service PROVIDER

Warrick County EMA
107 W. Locust Street, Suite 307
Boonville, IN 47601

Model	Serial Number	Today's Date	Inspection
BadgePass SmartReg License IDPIX Autocrop Software Mobile ID 1.0 Badging	65196746592 IDP931697 23500015	12/6/2018	Annual
Annual Rate	**Purchase Order #**	**Effective Date**	**Renewal Date**
$600.00 (Plus applicable taxes)		1/15/2019	1/14/2020

This Maintenance Agreement Includes:

During the term of your SMA, you are eligible for any released enhancements to the BadgePass software. This includes all version releases to the left and right of the decimal as well as updates and upgrades. This allows your organization to take full advantage of new features and improvements quickly and easily!

- Unlimited Technical Phone Support during regular business hours.
- Toll free support line 800-874-4183.
- Service packs and Software Updates and Upgrades at no additional cost during term of contract.*

**Software Upgrades do not include new product modules, (a separate software product that offers new functionality), or edition upgrades, (an upgrade to the next license level or next generation software product).*

Does not include:

- Database design or programming
- Software training

End User Benefits:

- Increased productivity
- Better solution – latest software and features
- Cost Savings (vs. purchasing updates and support separately)
- Planned Investment

Accepted by Customer:	Accepted by Data Equipment, Inc.
by Warrick County Commissioners	
Signature Dan Saylor	Signature: Michael Nelson
Title President	Title: Manager
Date 01/14/2019	Date:

This Agreement will become active upon payment in full. In the event payment has not been made within 30 days of invoicing, an additional fee may be imposed.

forensicfluids laboratories

The Oral Fluid Drug Testing Specialists
225 Parsons Street Kalamazoo, MI 49007
P 800.492.2617 | F 269.492.7704 | forensicfluids.com

Confidentiality Statement and Service Agreement

Company Name: Warrick Superior Courts Probation
Address: One County Square Ste 320P
City: Boonville State: IN Zip Code: 47601
Phone: 812-897-6142 Fax: 812-897-6149
Reporting Contact Name: Nancy Susott Billing Contact Name: Nancy Susott
Reporting Contact Email: nsusott@warrickcounty.gov Billing Contact Email: nsusott@warrickcounty.gov
First Order Date: 1/4/19 Results Reported: ☑ Email ☐ Web ☐ Fax
Initial Test Kit* Order: 100 Kits Collection Device: ◉ Quantisal ○ Intercept Effective Date:
*Testing Kit includes (collection device, Chain of Custody, clear plastic specimen bag, shipping bag)
Customer #: 13033747 Reason Code: ASL - Bill on Shipment

Service Provided	Price per Item
7 Panel with Auto-Confirmation	$25.00
Amphetamine-Methamphetamine-THC-Cocaine-Opiates-Oxycodone-K2	$
Special Requests	$22.00
Additional UPS bags**	$8.00
**FFL will provide 1 UPS bag for every 5 samples	$

Workplace: ☐ Yes ☐ MRO Terms: Net 30 days
Shipping: ◉ UPS ○ USPS ○ FedEx ○ Client Provides S&H

1. FFL will retain negative samples for one week, positive samples, frozen for one year.
2. Confirmation only will be available also (special pricing).
3. Random Sampling list will be furnished to customer at no extra charge.
4. Court testimony is included in the price.
5. Pricing based on volume of samples tested, and may change accordingly.

Contractor shall keep and shall require by contractual commitment of all its agents, employees and contractors to keep all information pertaining to any testing or test results strictly confidential in compliance with applicable law. Confidential information hereunder shall be disclosed to third parties only under the circumstances allowed in law or pursuant to lawful process. Warrick Superior Courts Probation by Warrick County Commissioners

Print Name: Dan Saylor, President Sign/Date: Dan Saylor 01/14/2019
FFL Representative Print Name: Marilyn Holewinski

FF-00040-2-102017

FIVE STAR SECURITY Systems

FIVE STAR SERVICES, LLC
525 STATE STREET
NEWBURGH, IN 47630
www.fivestarsecuritysystems.com

• OFFICE 812-490-4000
• FAX 812-490-4111

• BURGLAR PROTECTION
• ACCESS CONTROL
• FIRE ALARM
• MONITORING SERVICE
• VIDEO SURVEILLANCE
• TEMPERATURE CONTROL
• HOME AUTOMATION
• PERSONAL EMERGENCY RESPONSE SERVICE
• INSTALLATION & SERVICE

Warrick County Court Services
166 W. State Road 62
Boonville, IN 47601

September 18, 2019

Five Star Security Systems will provide the following materials and labor to install video surveillance equipment in your facility. Cameras are I.P. color day/night infrared which can provide some visibility in total darkness. Network Video Recorder will be connected to cameras and will provide motion activated recording. Depending on activity, storage capacity of video will be between 7 – 45 days. NVR can be connected to your computer to allow review of activity from any computer on site or remotely via smart phone. Any internet connectivity will be the customer's responsibility. All materials and labor are covered by a one-year warranty.

FLIR 8 –CAMERA NETWORK VIDEO RECORDER w/ 2TB HARD DRIVE
3 - FLIR OUTDOOR I.P. DOME CAMERAS
Front Parking South, Front Parking North & North Parking Lot
5 – FLIR INDOOR I.P. DOME CAMERAS
Front Door, Front Lobby Area, Court Room, North & South Hall
UPS SURGE PROTECTOR
NECESSARY WIRE AND CONNECTORS

MATERIALS	**$1,665.00**
LABOR	**$985.00**
TOTAL	**$2,650.00**

Approved by Warrick County Commissioners
by: Dan Saylor
Dan Saylor, President
01/14/2019

WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT

FILED
JAN 23 2019
Deborah H. Stevens

This Agreement for Inmate Healthcare Services (which may hereinafter be referred to as "this Agreement"), entered into January 1st, 2019 by and between THE BOARD OF COMMISSIONERS OF THE COUNTY OF WARRICK, in their official capacity as Commissioners, with Departments c/o Warrick County Sheriff's Department (which may hereinafter be referred to as "the Commissioners"), Michael Wilder, in his capacity as the SHERIFF OF WARRICK COUNTY, with Departments located at 100 W. SR 62 Boonville, IN 47601 (which may hereinafter be referred to as "the Sheriff"; the Commissioners and the Sheriff may hereinafter be collectively referred to as "the County"), and QUALITY CORRECTIONAL CARE, LLC, an Indiana limited liability company, with Departments located at 707 W. University Avenue, Muncie, Indiana 47303 (which may hereinafter be referred to as "QCC"), for the purpose of contracting professional, quality health care services to the Inmates of the Warrick County Jail (which may hereinafter be referred to as "the Jail"). The parties hereto, in consideration of the mutual promises and covenants contained in this Agreement, agree as follows:

1. **Definitions:**

1.1 **County Inmates/Detainees.** An Inmate or Detainee held under the jurisdiction of the County or the Sheriff. County Inmates/Detainees may be housed in the Jail or in another jurisdiction's correctional facility. However, County Inmates/Detainees housed in another jurisdiction's correctional facility are not covered by the provisions of this Agreement unless QCC administers health care services at the other jurisdiction's correctional facility.

1.2 **Covered Persons.** A County Inmate/Detainee who is: (1) fit for confinement; and (2) incarcerated in the Jail. Covered Persons include Other County Inmates/Detainees for purposes of delivery of basic health care services, including but not limited to sick call, nurse visits, and mental health services; however, the costs of certain services provided to Other County Inmates/Detainees are borne by the County as set forth in this Agreement.

WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT

1.3 **Detainee.** An adult or youthful offender individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

1.4 **Fit for Confinement.** A determination made by a physician and/or health-trained Jail staff that an Inmate or Detainee is medically stable and has been medically cleared for acceptance into the Jail. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

1.5 **Inmate.** An adult or youthful offender individual who is being incarcerated in the Jail.

1. 6 **Other County Inmates/Detainees.** A County Inmate/Detainee under the jurisdiction of another county, state or federal agency, who is being housed in the Jail.

2. **QCC'S responsibilities:**

2.1 **Healthcare Services.** Beginning on January 1, ~~2017~~ 2019, QCC agrees to provide medical treatment for the Covered Persons. QCC agrees to comply with all current or as may be amended in the future medical standards as detailed in the Indiana Confinement Center Standards. QCC further agrees to work with the Sheriff to comply with any future /proposed Indiana Confinement Center healthcare services standards as is reasonably agreeable by the parties. QCC shall be responsible for any costs associated with correcting all medically related service deficiencies (excluding staffing levels) as discovered through annual inspections by the Indiana Confinement Center Inspector. The County shall be financially responsible for any costs associated with correcting any facility deficiencies as discovered through annual inspections by the Indiana Confinement Center Inspector. QCC shall be deemed an independent contractor providing qualified health care services to the Covered Persons.

2.2 **On-site services.** QCC will provide:

2.2.1 On-site physician/medical director coverage, to include one physician visit weekly and a physician available via telephone or email twenty-four (24) hours per day, seven (7)

WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT

days per week. QCC shall offer employment opportunities to the current Warrick County Jail physicians at the request of Sheriff ~~Brett Kruse;~~ Michael Wilder

2.2.2 On-site mental health care coverage to include one mental health care provider visit bi-weekly and a mental health provider available via telephone twenty-four (24) hours per day, seven (7) days per week;

2.2.3 On-site nursing/medical staff coverage to include 40 hours per week of medical/nursing staff coverage to complete global health care services including, but not limited to, sick call, medical, mental, dental screenings, and medication pass as required by law and/or agreed upon by QCC and the County; and when needed, on-site blood sugar testing, urine dipstick for pregnancy and/or infections, TB skin tests for inmates when asked by the Sheriff and deemed medically necessary; with the hours preferably split into two shifts to cover both morning and evening medication pass; and

2.2.4 A Nurse Administrator shall make bi-weekly visits to complete administrative tasks and/or assist medical staff with sick call; and

2.2.5 All medical health care services provided by QCC shall be rendered by professionals licensed to practice in the State of Indiana. A copy of all professional certifications will be provided to the Sheriff on an annual basis and when otherwise requested by the Sheriff. A Nurse Practitioner (NP) or Physician's Assistant (PA) may be used in the physician schedule as allowed by Indiana statutes. All QCC medical providers shall speak English fluently. Additional on-site medical or mental health care hours may be provided if mutually agreed upon by the parties in writing, with at least 24 hours advance notice. All healthcare services will be provided in accordance with the Sheriff's Policies and Procedures.

2.3 **Off-site services.** When off-site care, including hospital care and ambulance services, are required for a Covered Person, in the opinion of the treating physician and/or QCC's Medical Director, QCC shall arrange for said care and Warrick County shall be financially responsible for the

WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT

cost of all medical care and/or diagnostic testing. All off-site care shall be performed by duly licensed and certified medical care professionals. QCC shall arrange all off-site treatment and/or mobile services in accordance with the Sheriff's Policies and Procedures.

2.4 **Scope of Treatment.** The scope of the medical treatment shall include a global approach to inmate healthcare with medical and mental health care providers working in tandem to reach optimal inmate health.

2.5 **Health Care Services provided by QCC.** Health Care Services provided by QCC shall include:

2.5.1 Correctional officer training. All medical training of the correctional staff shall be the responsibility of QCC. Training shall be conducted by QCC on a schedule approved by the Sheriff or his designee. Correctional officers will be trained to assist with the required Initial Medical screening, medical protocols and medication pass. Initial medical screening completed at booking should consist of documentation of current illnesses and health problems, including all medications taken and special health requirements, conditions of the skin, including infestation, screening for tuberculosis, venereal disease, and HIV. Comprehensive medical screening to be provided to Covered Persons within fourteen (14) days in accordance with the Indiana Code and Indiana Confinement Center Standards by nursing staff, including dental screening.

2.5.2 On-site detoxification protocols. QCC shall provide on-site management for chemically dependent and/or intoxicated Covered Persons. However, any Covered Person deemed unsafe for such on-site care shall be referred by QCC to an appropriate medical facility for treatment.

2.5.3 Medications. QCC shall provide and monitor the usage of pharmaceutical medications as well as a Preferred Medication List. Except as detailed below, QCC shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a QCC physician for Covered Persons. Acceptance of all prescription drugs not prescribed by QCC

WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT

personnel shall only be received in the Jail via licensed pharmacies and thereafter approved by QCC personnel consistent with accepted medical practice prior to usage by a Covered Person or in accordance with Jail policy. QCC shall maintain compliance with pharmacy laws and those laws regulating the practice of medicine in the State of Indiana. The Jail staff will assist with the dispensing standard medications, with instructions and proper training provided by QCC during the times no medical staff is on-site. The Sheriff shall determine (with guidance from QCC) what, if any, over the counter medication is available for purchase from the Commissary by Covered Persons. Control of those medications shall be the responsibility of the Sheriff; however, QCC will provide service in compliance with the accepted Policy and Procedures with instructions given by QCC's appropriate medical professional. Prescription and/or non-prescription medications related to the treatment of Acquired Immune Deficiency Syndrome ("AIDS"), Human Immuno-deficiency Virus ("HIV"), Hepatitis C, organ transplants and neuromuscular disease, Rabies, Cystic Fibrosis, Multiple Sclerosis, vision related ailments and Biological medications (as defined in the Physician's Desk Reference) are excluded from this Agreement and are the financial responsibility of the County. QCC will manage these medications and diligently work to negotiate discounts and or acquire these medications with particular emphasis on cost saving measures for the County while maintaining medical healthcare standards for Covered Persons as required by law. All negotiated discounts shall be passed directly on to the County.

2.5.4 **EMERGENCY CARE.** The QCC Medical staff will provide emergency treatment to visitors, Sheriff's staff, employees or subcontractors, or anyone on the premises who become ill or are injured while on the premises. The medical staff will attempt to stabilize all patients and refer for recommended treatment or care as needed.

2.6 **Mental Health Services.** Mental Health Services are provided by QCC to affect a global approach to healthcare for Covered Persons. Indiana law IC 11-10-3-2 (c)(3) requires Covered

WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT

Persons have access to mental health services. Mental health services provided by QCC shall include:

2.6.1 Consultation and direction on policy and procedures regarding mental health care of Covered Persons;

2.6.2 Conduct mental health services calls to Covered Persons bi-weekly, and be on-call and or available by telephone twenty-four (24) hours per day, seven (7) days per week;

2.6.3 Evaluation of suicidal Covered Persons and recommendations concerning their care;

2.6.4 Supervision of counseling activities for Covered Persons, as requested;

2.7 Management Services. QCC shall provide management services to include quarterly quality review meetings at the Sheriff's request; to maintain an open dialogue between the Sheriff and QCC at a time and location agreed to by the Sheriff. Other management services include:

2.7.1 Site specific and lawfully compliant inmate healthcare protocols. These protocols will be reviewed by the Sheriff and be designed to assist the Sheriff's staff in the gathering of information to be communicated with the medical staff. A copy of the protocols shall be maintained in the Jail and easily accessible to Jail staff; one copy shall be maintained by the Sheriff's Administrative Department and one copy shall be maintained by QCC;

2.7.2 Site specific and lawfully compliant inmate healthcare policies and procedures. These policies and procedures shall be reviewed by the Sheriff and be designed to provide the Sheriff's staff will consistent applied information for the Jail facility and operation in accordance with inmate healthcare. A copy of the policies and procedures shall be maintained in the Jail and easily accessible to Jail staff; one copy shall be maintained by the Sheriff's Administrative Department and one copy shall be maintained by QCC.

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WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT

2.7.3 In-Service training. All standard medical education required for the Sheriff and his staff shall be provided by QCC. QCC shall maintain a copy of training records in the medical Department and shall provide the Sheriff with a copy of personnel records;

2.7.4 Cost containment;

2.7.5 Risk Management programs;

2.7.6 Discharge planning and coordination of continuing care in conjunction with normal Jail inmate release protocols;

2.7.7 Re-price or negotiate discounts on all off-site healthcare services and research inmate personal health insurance and/or Medicare, Medicaid availability; and

2.7.8 Records. QCC shall maintain, cause or require be maintained complete and accurate medical records for each Covered Person who has received health care services. Each medical record shall be maintained in accordance with applicable laws, the Indiana Department of Corrections Minimum Standards for Confinement Centers and the Sheriff's Policy and Procedures. Inmate medical records shall at all times be the property of the Sheriff. All inmate healthcare records shall be kept separate from the inmate's confinement records and shall be maintained for a minimum of five years or longer, if requested by the Sheriff. No information contained in the medical records shall be released by QCC except as provided by the Sheriff's policy, by a court order, or otherwise in accordance with applicable law.

2.8 Exclusions. QCC medical staff shall arrange for any off-site elective care the Sheriff authorizes. Per Indiana Confinement Center Standards, QCC or the Sheriff shall not be financially responsible for the costs of elective care. Covered Persons requesting and receiving elective medical, dental or vision care will be financially responsible for that care.

2.9 Warrick County is financially responsible for off-site medical care. QCC is responsible for negotiating discounts whenever possible to save the County tax dollars. The County's financial responsibility includes:

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WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT

2.9.1 Abortions (unless deemed necessary to sustain the health of the Covered Person);

2.9.2 Infant care;

2.9.3 Long-term off-site care;

2.9.4 Optical care, eyeglasses and optical supplies;

2.9.5 Durable medical equipment and supplies (not including disposable medical supplies intended for one time use) , prosthetics, and prosthetic supplies;

2.9.6 Medical Waste Disposal;

2.9.7 Department Equipment and/or Department Supplies;

2.9.8 Cost of Pharmaceuticals excluded in Article 2.5.3 above;

2.9.9 Costs associated with off-site care and treatment of Other County Inmates/Detainees. All expenditures related to Other County Inmates/Detainees shall be re-priced and returned to the Sheriff for processing. QCC shall assist in the cost recovery of expenditures related to Other County Inmates/Detainees. QCC shall monitor such claims to ensure cost recovery to the Sheriff. QCC will provide any assistance requested in submitting claims for reimbursement to other counties and/or the IDOC for those inmates, where possible; and

2.9.10 QCC shall track and report all costs associated with the above listed excluded or elective procedures to the Sheriff on a timely basis.

3. The Sheriff's responsibilities:

3.1 Security. The Sheriff agrees to maintain responsibility for the physical security of the Jail and the continuing security of inmates. The Sheriff will provide security sufficient to enable QCC and its subcontracted staff to safely provide health care services described in this Agreement. The Sheriff maintains the option to screen QCC employees/subcontractors, to include a comprehensive background check, to ensure that they will not constitute a security risk. The Sheriff maintains the

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WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT

right to approve or disapprove all QCC employees/sub-contractors working in the Jail facility and to revoke the security clearance of any health care providers at any time.

3.2 **Department Equipment/Supplies.** The County shall provide use of County owned Department equipment, supplies, and all necessary utilities in place at the Jail's health care facilities. Upon termination of this Agreement QCC shall return all county owned equipment to the Sheriff in good working order, with allowances made for regular wear and tear.

3.3 **Non-Medical Care Needs.** The Sheriff shall provide for all other (non-medical) needs of Covered Persons, including but not limited to: daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies, and linen supplies.

3.4 **Inmate Information.** The Sheriff shall provide, as needed, information pertaining to Covered Persons that QCC or the Sheriff deem necessary to affect quality and safe healthcare services for Jail inmates.

4. **Compensation.** The annualized amount to be paid by the County to QCC under this Agreement is $171,280. This includes the contractual services expenses including medical physician, mid-level practitioners, mental health professionals, nursing staff and qualified medical assistants; pharmaceuticals, over the counter medicines and medical supplies as provided in this agreement; and Jail and merit staff training as requested by the Sheriff and/or required by Indiana Jail Standards or Indiana Law. The County shall make monthly payments of 1/12th of this amount or $14,273.33 to QCC prior to the first of each month during the term of this Agreement. QCC will work diligently to save county tax dollars associated with the medical care of Warrick County Jail detainees.

5. **Term.** The term of this Agreement shall be from January 1, 2019, through December 31, 2020. This Agreement may be automatically renewed for successive one-year periods unless either party gives sixty (60) days' notice prior to the end of the term. The County, in its discretion, can terminate the Agreement for a material breach by QCC. Such discretionary termination may only occur for cause specifically stated. QCC shall have 10 days to remediate or address the cause stated

WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT

by the County. If QCC and the County agree the cause stated has been resolved the County shall withdraw the "Notice of Termination". Notwithstanding anything to the contrary contained in this Agreement, any party may terminate this Agreement for convenience with 30 days' advance notice to the other parties. If this Agreement is terminated, QCC will be paid by the County for all scheduled work completed by QCC up to the termination date set forth in the written termination notice.

6. **General Terms and Conditions.** It is understood and agreed that an independent contractor relationship is hereby established under the terms of this Agreement. The employees, agents or sub-contractors of QCC are not now nor shall they be deemed to be employees of the County and the employees of the County are not now nor shall they be deemed to be employees of QCC.

7. **Subcontracting.** In order to accomplish the goals and responsibilities of this Agreement QCC may engage health care professionals, as employees or subcontractors, who shall be subject to the direct supervision of QCC and shall comply with all terms and conditions of this Agreement. QCC will exercise control over the manner or means by which these employees or sub-contractors perform their medical duties. QCC shall exercise administrative supervision over such professionals necessary to ensure fulfillment of the terms of this Agreement. All terms and conditions of this Agreement shall be included in all such subcontracts. For each employee, agent or subcontractor of QCC under this Agreement, QCC shall provide proof that, for each such professional, there is in effect during the period that person is engaged in the performance of this Agreement, a professional liability or medical malpractice insurance policy and a civil rights policy, a comprehensive general liability policy, automobile policy and workers' compensation coverage valid in the State of Indiana. A copy of the Declaration page of each policy stating the coverage of that policy shall be provided annually to the County. These policies will have a minimum limit of One Million Dollars ($1,000,000.00) per occurrence with a Three Million Dollar ($3,000,000.00) annual

WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT

aggregate QCC shall provide certificates of insurance showing that these policies are in effect and shall provide those certificates of insurance to the County. The policy shall contain additional endorsements naming the Sheriff, the County, the County's elected officials, and their officers and employees as additional insureds. A Comprehensive General Liability policy and a Civil Rights protection policy shall contain additional endorsements naming the Sheriff, the County, the County's elected officials, and their officers and employees as additional insureds with respect to liabilities arising out of the performance of services under this Agreement.

8. **Indemnification.**

8.1 QCC shall indemnify, defend, and hold harmless the Sheriff, the County, the County's elected officials, and their officers and employees from any claims, costs (including reasonable attorney's fees and court costs), expenses, direct or indirect, causes of action, penalties, liabilities, losses and damages (which may hereinafter be referred to as "Claims") actually sustained and incurred by the County or for which the County is legally liable, to the extent such claims are caused by negligent acts, errors or omissions or willful misconduct of QCC, its officers, employees, agents and subcontractors, or QCC's breach of any term or provision of this Agreement.

8.2 The County shall indemnify and hold harmless QCC and its officers and employees/agents from any claims, costs (including reasonable attorney fees and court costs), expenses, direct or indirect, causes of action, penalties, liabilities, losses and damages (which may hereinafter be referred to as "Claims") actually sustained and incurred by QCC, or for which QCC is legally liable, to the extent such claims are caused by the sole negligent acts, errors or omissions or willful misconduct of the County, its employees or agents, or the County's breach of any term or provision of this Agreement.

9. It is further understood and agreed by the parties that this Agreement will be interpreted pursuant to the laws of the State of Indiana.

WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT

10. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, at the addresses specified in this Agreement. Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox. All notices to the Sheriff shall be addressed to the Sheriff of Warrick County 100 W. SR 62 Boonville, IN 47601. All notices to QCC shall be addressed to Quality Correctional Care at 707 W. University Avenue, Muncie, Indiana 47303.

11. AMENDMENTS. The terms of this Agreement may be amended at any time only with the written consent of both parties.

12. Miscellaneous.

12.1 Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.

12.2 The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

12.3 This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

12.4 Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT

12.5 COUNTERPARTS. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute one and the same instrument.

12.6 ENTIRE AGREEMENT; WRITTEN MODIFICATIONS. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof; all representations, promises, and prior or contemporaneous understandings, between the parties with respect to the subject matter hereof are merged hereinto and expressed herein; and any and all prior understandings between the parties with respect to the subject matter hereof are hereby canceled. This Agreement shall not be amended, modified or supplemented without the parties' written agreement at the time thereof.

12.7 WAIVER OF BREACH. The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

12.8 Prison Rape Elimination Act of 2003 (PREA) – QCC shall adopt and comply with all applicable PREA standards, and the facilities PREA policies for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the facility.

12.9 E-Verify – As required by IC 22-5-1.7, QCC swears or affirms under the penalties of perjury that QCC does not knowingly employ an unauthorized alien. QCC shall enroll in and verify the work eligibility status of all newly hired employees of QCC through the State of Indiana E-Verify program ("the E-Verify program"); and QCC is not required to verify the work eligibility status of all newly hired employees through the E-Verify program only if the E-Verify program no longer exists; and QCC shall sign an affidavit affirming that QCC does not knowingly employ or contract with an unauthorized alien. QCC shall not retain an employee or contract with a person that QCC subsequently learns is an unauthorized alien.

WARRICK COUNTY INMATE HEALTHCARE SERVICES AGREEMENT

QCC shall require its subcontractors who perform work under this Agreement to certify to QCC that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in or has been verified with the E-Verify program by QCC. QCC agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

12.11 Sheriff Michael Wilder and the Board of Warrick County Commissioners approves this Agreement in their official capacity as Public Officials of Warrick County and are not personally entering into this Agreement, nor are they personally guaranteeing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14TH day of JANUARY, 2019.

Michael Wilder
Warrick County Sheriff

Lisa Scroggins
Quality Correctional Care, LLC

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF WARRICK:

President
Warrick County Board of Commissioners

Commissioner
Warrick County Board of Commissioners

Commissioner
Warrick County Board of Commissioners

Attest:

Warrick County Auditor

Quality Correctional Care

Specializing in the Assessment and Care of Inmates with Medical, Mental or Addiction Disorders.

June 4, 2018

Warrick County Sheriff's Office
Sheriff Brett Kruse
100 IN-62
Boonville, IN 47601

Dear Sheriff,

Thank you for allowing us to provide for your inmate healthcare services. We have enjoyed our first two years with your facility and hope you are well satisfied with our performance. Our current contract expires 12/31/18 and although we really hope to continue as your providers, I am very sorry to have to ask for a small increase for your 2019 budget. I have looked carefully at the numbers and tried to keep this requested increase as low as possible. Would you please request a budget line increase for your medical contract of $3,600 annually?

I am including some data that may help when presenting this increase request to your County Council. As always, if you'd like me to attend a council meeting to explain this request I am happy to.

In 2017 off-site medical services bills totaled $212,834.99. Last year we applied for HIP benefits for 100 Warrick County inmates as required by Indiana HEA 1269. Over $22,000.00 in off-site medical bills were submitted to HIP for payment as a result of this program. Another almost $8,000 was submitted for payment from other private insurance carriers. After our off-site medical bill scrubbing services, $25,546.25 was returned to Warrick County for payment directly to the medical providers. This is a total savings of $186,194.30 just over 87%!!

Again, I am sorry to have to request this price increase. If you have any questions or need anything from me during your budget process, please let me know.

Sincerely,

Lisa Scroggins, CEO

707 W. UNIVERSITY AVENUE MUNCIE, INDIANA 47303

Warrick County Commissioners
ORDINANCE NO. 2019-02

An Ordinance of the Board of Commissioners of the County of Warrick (the "Board") relating to the amendment of the Warrick County, Indiana, Capital Improvement Plan adopted June 26, 1989, and as amended August 28, 1989; October 23, 1989; March 25, 1991; February 10, 1992; February 8, 1993; August 22, 1994; March 13, 1995; December 14, 1998; January 16, 2002; November 10, 2004; October 12, 2005; May 10, 2006; February 13, 2008; October 22, 2008; August 9, 2010; March 26, 2012, February 24, 2014; April 27, 2015; April 10, 2017; April 24, 2017; April 23, 2018;May 14, 2018; and August 27, 2018 (dates hereinafter referred to as "Prior Amending Dates").

WHEREAS, the "Warrick County, Indiana, Capital Improvement Plan", adopted June 26, 1989, and as amended on the Prior Amending Dates, was adopted by the Board by its passage of County Commissioners Ordinance No. 1989-9 on June 26, 1989, by its passage of County Commissioners Ordinance No. 1989-16 on August 28, 1989; by motion on March 25, 1991; by its passage of County Commissioners Ordinance No. 1992-4 on February 10, 1992; by motion on February 8, 1993; by its passage of County Commissioners Ordinance No. 1994-18 on August 22, 1994; by its passage of County Commissioners Ordinance No. 1995-7 on March 13, 1995; by its passage of County Commissioners Ordinance No. 1998-16 on December 14, 1998; by its passage of County Commissioners Ordinance No. 2002-11 on January 16, 2002; by its passage of County Commissioners Ordinance No. 2004-14 on November 10, 2004; by its passage of County Commissioners Ordinance No. 2005-19 on October 12, 2005; by its passage of County Commissioners Ordinance No. 2006-06 on May 10, 2006; by its passage of County Commissioners Ordinance No. 2008-01 on February 13, 2008; by its passage of County Commissioners Ordinance No. 2008-09 on October 22, 2008; by its passage of County Commissioners Ordinance No. 2010-10 on August 9, 2010; by its passage of County Commissioners Ordinance No. 2012-15 on March 26, 2012, by its passage of County Commissioners Ordinance 2014-07 on February 24, 2014; by its passage of County Commissioners Ordinance 2015-12 on April 27, 2015, by its passage of County Commissioners Ordinance 2017-07 on April 10, 2017; by its passage of County Commissioners Ordinance 2017-08 on April 24, 2017; by its passage of County Commissioners Ordinance 2018-08 on April 23, 2018; by its passage of County Commissioners Ordinance 2018-09 on May 14, 2018; by its passage of County Commissioners Ordinance 2018-21 on August 27, 2018; and

WHEREAS, there has been presented to this Board for its consideration an amended form of Capital Improvement Plan which amended form of Plan has been approved by the attorney representing the County, and complies with the provisions of former IC 6-3.5-7 and IC 6-3.6;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WARRICK AS FOLLOWS:

Section 1. The Board hereby amends the "Warrick County, Indiana, Capital Improvement Plan", adopted June 26, 1989, and as amended on the Prior Amending Dates, in the form presented to this meeting, dated January 14, 2019.

Section 2. Two (2) copies of the attached amended Warrick County, Indiana, Capital Improvement Plan, adopted June 26, 1989, and as amended on the Prior Amending Dates, shall be kept on file in the office of the Warrick County Auditor for public inspection.

Section 3. This ordinance shall be in full force and effect from and upon compliance with the procedures required by law.

The foregoing was passed by the Board of Commissioners of the County of Warrick this 14th day of January, 2019.

BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Terry J. Phillippe, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO FORM:

Todd I. Glass, Esq.

WARRICK COUNTY, INDIANA, CAPITAL IMPROVEMENT PLAN

AMENDED JANUARY 14, 2019

I. PURPOSE OF PLAN

The purpose of this Warrick County, Indiana, Capital Improvement Plan (the "Plan") is to specify the uses of the revenues to be received by Warrick County from the local income tax (formally known as the Warrick County Economic Development Income Tax ("LIT") tax) monies imposed under IC 6-3.5-7, which law has been repealed and codified at IC 6-3.6 for the purpose of consolidating all local income taxes into a single article and reclassified as the economic development purpose component of additional revenues derived from the expenditure rate under IC 6-3.6, as amended from time to time (the "LIT" tax). Effective July 1, 2005, Indiana Law was amended to allow EDIT Tax revenues to be used for any lawful purpose. This Plan encompasses a period beginning January 1, 2018 and ending December 31, 2019.

II. PROJECTS

Warrick County intends to undertake highway construction and reconstruction projects and other described projects for the purpose of economic development as follows:

1. Oak Grove Road Project, Phase 1. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from County Line to Libbert Road (approximately 2.1 miles).

2. Oak Grove Road Project Phase 2. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from Libbert Road to Bell Road (approximately 0.6 mile).

3. Oak Grove Road Project, Phase 3. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from Bell Road to SR 261 (approximately 1.1 miles).

4. Lincoln Avenue Project, Phase 3. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from Bell Road to SR 66 (approximately 1.5 miles).

5. Bell Road Project. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from SR 66 to Telephone Road (approximately 2.0 miles).

6. New Harmony Road Project, Phase 1. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from the County Line to Inderrieden Road (approximately 5.7 miles).

7. New Harmony Road Project, Phase 2. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from Inderrieden Road to SR 61 (approximately 5.3 miles).

8. Oak Grove Road Extension Project. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from Anderson Road to SR61 (approximately 2.55 miles) including the W. Roeder Road portion.

9. Roslin Road, Wethers Road, Jenner Road. Project includes Preliminary Engineering (Design), New Construction and Construction Engineering for top coating Roslin Road and Widening and Improving Wethers Road and Jenner Road.

10. Lee Acres Wastewater Extension Project. Project is to extend Town of Chandler Wastewater System service to 63 new residential customers in Lee Acres Subdivision, and includes Construction costs, Professional Fees, Labor Standards, Land Acquisition, Environmental Review and Administration costs.

11. Resurfacing and Rehabilitation Projects. Resurfacing and rehabilitation of various roads in Warrick County as determined by the Board of Commissioners.

12. Warrick Trails Safe Routes to School Project. Project establishes a network of paved trails/walkways to connect school facilities in and around the SR 261 and Casey Road corridor.

13. Bridge Repair and Rehabilitation Projects. Repair and rehabilitation of various numbered bridges in Warrick County as determined by the Board of Commissioners.

14. Old Courthouse and Historic Jail Renovation Projects. Partial repayment of Warrick County GO Bonds Series 2018 used for the renovation and rehabilitation of

the Old Courthouse Building, the Historic Jail, and certain technology upgrades for the County Sheriff's Department.

PROJECTS UNDER THE WARRICK COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

15. Economic Development Office Operating Budget. Annual budget providing for the daily operation and staffing for the Department.

16. Project Reserve Funds. Project involves holding funds in reserve to meet needs of new business clients.

*17. North Warrick Industrial Park (formerly listed as Elberfeld Interstate Site). Project involves Land Options, Land Acquisition, Engineering and Financial Studies, Environmental Area Due Diligence, Landscaping, Onsite and Offsite Infrastructure Improvements, and Reimbursement to the Town of Elberfeld for Sewer Bond Payments.

*18. Warrick EMS Program. Project involves the providing of emergency medical services in Warrick County, Indiana, pursuant to an Emergency Medical Services Agreement effective on January 1, 2015, between Warrick County, Indiana, and St. Mary's Warrick EMS, and terminating on December 31, 2024. Effective date of inclusion in the Capital Improvement Plan is January 1, 2006.

*19. Countywide Broadband. Project includes engineering design, legal services, and installation for countywide broadband coverage.

*20. Parks & Recreation Supplement. Supplement to Parks & Recreation Shortfall; includes operation costs of Friedman Park.

*21. Vann Road – Libbert to Epworth. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering (approximately 1.5 miles).

*22. Grimm Road SR 66 to Telephone Road. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering (approximately 0.9 mile).

*23. Warrick County Industrial Park (WCIP), aka SR 62 Industrial Park. Project involves Phases I & II of Access Improvements, Land Options, Land Acquisition, Engineering and Financial Studies, Environmental Area Due Diligence, Site Development, Legal Fees, Drainage Improvements, Sewer Improvements, Grading, and Road Completion.

*24. Epworth Road Area. Project includes economic incentives, roads and other necessary infrastructure improvements to the Epworth Road Area which includes the Warrick Wellness Trail Medical District.

*25. Trails and Bike Path. County Wide Project includes Engineering, Land Acquisition, New Construction and Construction Engineering.

*26. Friedman Park Improvements. Project includes Engineering and Architecture Design and Planning with Construction of Park Amenities Including Access Roadways, Utilities, Park Structures and Purchase of Maintenance Equipment.

*27. Greenlife Access Road. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering (approx. 0.5 mile)

*28. BEP Program, Warrick County. Project is to backstop Program Partner Boonville NOW up to $2,000 per property for 25 properties on a tax sale acquisition under the BEP, with any profits to be split between Boonville NOW and the County.

*29. Warrick County Courthouse Renovation. Project includes installation of new HVAC system and controls, new electrical system, new windows and exterior doors, retaining wall and sidewalk construction, etc.

*30. Elberfeld Sewer 2017 Extension. Sewer line engineering, RW purchase, construction from I-64 to Elberfeld treatment plant, including plant improvements.

*31. South Prospect Drive. Project includes relocating current salt storage facility and upgrading the site to include a new building for the Stormwater Department and District 1 Highway Department crew and a constructing a new, larger salt storage building.

*32. Community Center, Friedman Park. Design, construction, site work, and utilities to build a Community/Events Center within Friedman Park, including engineering, project management, and inspection.

*denotes projects funded with the Department of Economic Development's portion of LIT distribution (#'s 1 through 32, collectively, "Economic Development Projects")

III. ESTIMATED TOTAL COSTS OF ALL ECONOMIC DEVELOPMENT PROJECTS

The estimated total costs of the total Economic Development Projects are as follows (assuming direct payment of costs rather than use of long-term financing. See Paragraphs IV and VI below regarding County's intent to issue bonds).

1. Oak Grove Road Project, Phase 1 $7,453, 100
2. Oak Grove Road Project, Phase 2 $3,169,400
3. Oak Grove Road Project, Phase 3 - $5,301,900
4. Lincoln Avenue Project, Phase 3 - $7,320,000
5. Bell Road Project - $5,600,000
6. New Harmony Road Project, Phase 1 - $10,240,000
7. New Harmony Road Project, Phase 2 - $7,665,000
8. Oak Grove Road Extension Project - $2,500,000
9. Roslin Road, Wethers Road, Jenner Road $750,000
10. Lee Acres Wastewater Extension Project $1,325,000
11. Resurfacing and Rehabilitation Projects $2,000,000
12. Warrick Trails Safe Routes to School Project $1,260,000
13. Bridge Repair and Rehabilitation Project - $250,000
14. Old Courthouse and Historic Jail Projects - $7,400,000
15. Economic Development Office Operating Budget $1,250,000
16. Project Reserve Funds - $10,000,000
17. North Warrick Industrial Park $7,000,000
18. Warrick EMS Program - $500,000 for year three of agreement
19. Countywide Broadband - $9,000,000
20. Parks & Recreation Supplement $400,000
21. Vann Road (Libbert to Epworth) - $5,250,000
22. Grimm Road (SR 66 to Telephone) - $4,500,000
23. Warrick County Industrial Park (WCIP) - $300,000
24. Epworth Road Area - $10,000,000
25. Trails and Bike Paths - $2,000,000
26. Friedman Park Improvements - $2,000,000
27. Greenlife Access Road - $1,000,000
28. BEP Program, Warrick County - $50,000
29. Warrick County Courthouse Renovations - $300,000
30. Elberfeld Sewer 2017 Extension - $4,500,000
31. South Prospect Drive - $615,000
32. Community Center, Friedman Park - $4,500,000

IV. SOURCES OF FUNDS EXPECTED TO BE USED FOR PROJECTS

Funding for the Economic Development Projects is expected to be derived from LIT, Federal sources, EMS revenues, and any other local economic development revenues to be dedicated to that purpose. It is intended under this Plan that revenues to be received by the County from LIT may be used during the period encompassed by the Plan for any of the Economic Development Projects and for any lawful purpose included in the CIP. The County plans to use revenues to be received from LIT to pay direct costs of the Economic Development Projects and to fund the issuance of bonds as authorized under IC 6-3.6-10-3. The bond proceeds will be applied to the costs of the Economic Development Projects and the bonds will be payable from the County's LIT distribution. The local and federal shares of the costs of the Economic Development Projects are anticipated to be as follows:

1. Oak Grove Road Project, Phase 1 — federal share $5,962,480; local share $1,490,620
2. Oak Grove Road Project, Phase 2 — federal share $2,535,520; local share $633,880
3. Oak Grove Road Project, Phase 3 — federal share $4,241,520; local share $1,060,380
4. Lincoln Avenue Project, Phase 3 — federal share $5,852,000; local share $1,463,000
5. Bell Road Project federal share $4,480,000; local share $1,120,000
6. New Harmony Road Project, Phase 1 — federal share $8,192,000 local share $2,048,000
7. New Harmony Road Project, Phase 2 — federal share $6, 132,000; local share $1,533,000
8. Oak Grove Road Extension Project — federal share $0, local share $2,500,000 (highway LIT $600,000, economic development LIT $1,900,000)
9. Roslin Rd., Wethers Rd., Jenner Rd. — federal share $0, local share $750,000
10. Lee Acres Wastewater Extension Project — federal share (OCRA grant) $600,000, local share $795,000
11. Resurfacing and Rehabilitation Projects federal share $0; local share $2,000,000
12. Warrick Trails Safe Routes to School Project federal share $892,800; WCSC share $307,200; local share $60,000

13. Bridge Repair and Rehabilitation Project – federal share $0, local share $250,000
14. Old Courthouse and Historic Jail Projects – federal share $0, local share $7,400,000
15. Econ. Development Office Operating Budget — federal share $0; local share $1,250,000
16. Project Reserve Funds — federal share $0; local share $10,000,000
17. North Warrick Industrial Park — federal share $0; local share $7,000,000
18. Warrick EMS Program — federal share $0; local share $500,000
19. Countywide Broadband — federal share $0; local share $9,000,000
20. Parks & Recreation Supplement — federal share $0; local share $400,000
21. Vann Road (Libbert to Epworth) federal share $4,200,000; local share $1,050,000
22. Grimm Road (SR 66 to Telephone) federal share $0; local share $4,500,000
23. Warrick County Industrial Park — federal share $0; local share $400,000
24. Epworth Road Area Roads & Necessary Infrastructure Improvements — federal share $0; local share (TIF) $10,000,000; local share (LIT) $10,000,000
25. Trails and Bike Paths federal share $0; local share $2,000,000
26. Friedman Park Improvements federal share $0; local share $2,000,000
27. Greenlife Access Road — federal share $500,000; local share $500,000 (Economic Development LIT $200,000; LIT Construction $300,000)
28. BEP Program, Warrick County: federal share $0, local share $50,000 (Economic Development LIT funds)
29. Warrick County Courthouse Renovations: federal share $0, local share $300,000
30. Elberfeld Sewer 2017 Extension – federal share $0, local share $4,500,000
31. South Prospect Drive – federal share $0, local share $615,000
32. Community Center, Friedman Park – state regional cities grant $1,000,000-2,000,000, local share $3,000,000-4,000,000

V. PLANNING, DEVELOPMENT, AND CONSTRUCTION SCHEDULES

It is intended that any of the Economic Development Projects may be undertaken at any time during the period's projects as follows, and reflects the current amended term of the CIP. It is acknowledged that some of these projects commenced prior to the current CIP term, and may not be completed with construction until a later period, depending on Federal and local funding availability, change orders, weather factors, etc.

1. Oak Grove Road Project, Phase 1 : 1-1-18 to 12-31-19
2. Oak Grove Road Project, Phase 2: 1-1-18 to 12-31-19
3. Oak Grove Road Project, Phase 3: 1-1-18 to 12-31-19
4. Lincoln Avenue Project, Phase 3: 1-1-18 to 12-3 1-19
5. Bell Road Project: 1-1-18 to 12-31-19
6. New Harmony Road Project, Phase 1 : 1-1-18 to 12-31-19
7. New Harmony Road Project, Phase 2: 1-1-18 to 12-31-19
8. Oak Grove Road Extension Project: 1-1-18 to 12-31-19
9. Roslin Rd., Wethers Rd., Jenner Rd.: 1-1-18 to 12-31-19
10. Lee Acres Wastewater Extension Project: 1-1-18 to 12-31-19
11. Resurfacing and Rehabilitation Projects: annual projects, 1-1-16 to 12-31-19
12. Warrick Trails Safe Routes to School Project: 1-1-18 to 12-31-19
13. Bridge Repair and Rehabilitation Project – 01-01-18 to 12-31-19
14. Old Courthouse and Historic Jail Projects – 06-01-18 to 12-31-19
15. Economic Development Office Operating Budget: 1-1-16 to 12-31-19
16. Project Reserve Funds: 1-1-18 to 12-31-19
17. North Warrick Industrial Park: 1-1-18 to 12-31-19
18. Warrick EMS Program: 14-18 to 12-31-19
19. Countywide Broadband: 1-1-18 to 12-31-20
20. Parks & Recreation Supplement: 1-1-18 to 12-31-19
21. Vann Road (Libbert to Epworth): 1-1-18 to 12-31-19
22. Grimm Road (SR 66 to Telephone): 1-1-18 to 12-31-19
23. Warrick County Industrial Park: 1-1-18 to 12-31-19
24. Epworth Road Area: 1-1-18 to 12-31-19
25. Trails and Bike Paths: 1-1-18 to 12-31-19
26. Friedman Park Improvements: 1-1-18 to 12-31-19
27. Greenlife Access Road: 1-1-18 to 12-31-19
28. BEP Program, Warrick County: 1-1-18 to 12-31-19
29. Warrick County Courthouse Renovations: 1-1-18 to 12-31-19
30. Elberfeld Sewer 2017 Extension: 1-1-18 to 12-3-19
31. South Prospect Drive: 1-1-18 to 12-31-19
32. Community Center, Friedman Park: 1-1-19 to 12-31-20

VI. ESTIMATED MINIMUM COUNTY LOCAL INCOME TAX REVENUES NECESSARY FOR ECONOMIC DEVELOPMENT PROJECTS BY CALENDAR YEAR

		2016	2017	2018
1.	Anticipated distribution of revenue from EDIT/LIT	$7,228,538	$7,508,949	$9,864,742
2.	Direct Expenditures from EDIT/LIT distribution for economic development projects	$7,228,538	$7,508,949	$9,864,742
3.	Expenditures from EDIT/LIT distribution for debt service on bonds	$0	$0	$200,000

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Warrick County Claims for Payment

Posey's Supermarket (Storm Water)	$ 20.00	Bottled Water
Office Depot (Hwy Dept.)	$ 188.87	plates
Grand Total:	$ 208.87	

Dan Saylor, President

Bob Johnson, Vice President

Terry Phillipps, Member

Debbie Stevens, Auditor

Warrick County Claims for Payment

Effective Date	Payee Name 1	Fund	Acct	Loc		Amount
12/20/2018	Daniel Roach	1219	18300	0000	$	50.00
12/20/2018	Daniel Roach	1219	18300	0000	$	50.00
12/20/2018	Daniel Roach	1219	18300	0000	$	50.00
12/20/2018	First Bankcard	1219	21100	0000	$	29.97
12/20/2018	First Bankcard	1219	22100	0000	$	49.50
12/20/2018	First Bankcard	1219	21100	0000	$	44.90
12/20/2018	Lampton, Kenneth E.	4901	32300	0000	$	53.00
12/20/2018	Indiana American Water	1112	45010	0000	$	24.30
12/20/2018	Fuhs, Jennifer	9211	35100	0000	$	104.16
12/20/2018	Law Office Of Jonathan M Young	1219	18300	0000	$	100.00
12/20/2018	Law Office Of Jonathan M Young	1219	18300	0000	$	100.00
12/20/2018	Law Office Of Jonathan M Young	1219	18300	0000	$	100.00
12/20/2018	Law Office Of Jonathan M Young	1219	18300	0000	$	100.00
12/20/2018	Law Office Of Jonathan M Young	1219	18300	0000	$	100.00
12/20/2018	Law Office Of Jonathan M Young	1219	18300	0000	$	100.00
12/20/2018	Law Office Of Jonathan M Young	1219	18300	0000	$	100.00
12/20/2018	Law Office Of Jonathan M Young	1219	18300	0000	$	100.00
12/20/2018	Law Office Of Jonathan M Young	1219	18300	0000	$	100.00
12/20/2018	STONER, ASAMI	8506	40005	0000	$	6,160.00
12/20/2018	STONER, ASAMI	4903	61123	0000	$	1,540.00
12/20/2018	Unifirst Corporation	1219	24500	0000	$	40.83
12/20/2018	Wowl Business	1112	45010	0000	$	143.01
12/20/2018	Fuhs, Jennifer	9211	35100	0000	$	100.00
12/20/2018	Corrisoft, LLC	4901	32300	0000	$	226.60
12/20/2018	Aflac Premium Holding	5200	00528	0000	$	4,208.75
12/20/2018	Health Resources Incorporated	5200	00506	0000	$	8,586.48
12/20/2018	Tyler Neff	1219	18300	0000	$	50.00
12/20/2018	Tyler Neff	1219	18300	0000	$	50.00
12/20/2018	Tyler Neff	1219	18300	0000	$	50.00
12/20/2018	Tyler Neff	1219	18300	0000	$	50.00
12/20/2018	Black, Allen	1219	18300	0000	$	50.00
12/20/2018	Black, Allen	1219	18300	0000	$	50.00
12/20/2018	Black, Allen	1219	18300	0000	$	50.00
12/20/2018	Black, Allen	1219	18300	0000	$	50.00
12/20/2018	Rita Bradshaw	1219	18300	0000	$	50.00
12/20/2018	Rita Bradshaw	1219	18300	0000	$	50.00
12/20/2018	Rita Bradshaw	1219	18300	0000	$	50.00
12/20/2018	Rita Bradshaw	1219	18300	0000	$	50.00
12/20/2018	Gene Weisheit	1219	18300	0000	$	50.00
12/20/2018	Gene Weisheit	1219	18300	0000	$	50.00
12/20/2018	Gene Weisheit	1219	18300	0000	$	50.00
12/20/2018	Gene Weisheit	1219	18300	0000	$	50.00
12/20/2018	MCKINNEY, BRANDON	4901	32300	0000	$	100.00
12/20/2018	Evansville Courier & Press	4901	32300	0000	$	400.00
12/20/2018	Vectren Energy Delivery	1000	33000	0008	$	200.26
12/26/2018	Fletcher Chrysler Products	1000	44300	0007	$	19,794.00
12/26/2018	Wowl Business	2504	31400	0000	$	114.99
12/26/2018	Sprint	1000	32410	0005	$	953.55
12/26/2018	Reising, Connor	4908	31400	0000	$	384.62

12/26/2018	Gentry, Guy	1000	18300	0079	$	50.00
12/26/2018	Jeff Willis	1000	18300	0079	$	50.00
12/26/2018	Doris Horn	1000	18300	0079	$	50.00
12/26/2018	Michael R Moesner	1000	18300	0079	$	50.00
12/26/2018	Jeffrey L Valiant	1000	18300	0079	$	50.00
12/26/2018	Terry W. Daywolt	1000	18300	0079	$	50.00
12/26/2018	Jeff Willis	1000	18300	0079	$	50.00
12/26/2018	Card Service Center	1000	58001	0000	$	238.00
12/26/2018	Card Service Center	1000	21100	0009	$	176.25
12/26/2018	Card Service Center	1000	21100	0009	$	84.99
12/26/2018	Meritain Health	5001	00500	0000	$	2,934.36
12/26/2018	U.S. Bank	1000	44700	0012	$	41.15
12/26/2018	Mike Winge	1000	18300	0079	$	50.00
12/26/2018	Warrick Publishing Co	1000	31300	0079	$	18.68
12/26/2018	Alpha Laser Services	1000	21100	0006	$	11.16
12/26/2018	Vectren Energy Delivery	1197	33000	0000	$	327.03
12/26/2018	First Bankcard	1197	35100	0000	$	350.00
12/26/2018	First Bankcard	1197	32300	0000	$	24.43
12/26/2018	First Bankcard	1197	32300	0000	$	13.62
12/26/2018	First Bankcard	1197	32300	0000	$	238.00
12/26/2018	First Bankcard	1197	44500	0000	$	1,523.24
12/26/2018	Vectren Energy Delivery	1112	33000	0000	$	444.13
12/26/2018	First Advantage Insurance	4906	34200	0000	$	150.00
12/26/2018	First Advantage Insurance	4906	34200	0000	$	150.00
12/26/2018	First Advantage Insurance	4906	34200	0000	$	150.00
12/26/2018	First Advantage Insurance	4906	34200	0000	$	150.00
12/26/2018	First Advantage Insurance	4906	34200	0000	$	150.00
12/26/2018	First Advantage Insurance	4906	34200	0000	$	150.00
12/26/2018	First Advantage Insurance	4906	34200	0000	$	150.00
12/28/2018	B-Hive Printing	1000	21311	0232	$	58.00
12/28/2018	David Heal	1211	31400	0000	$	124.96
12/28/2018	David K. Zengler, Attorney	1000	31870	0202	$	155.00
12/28/2018	David K. Zengler, Attorney	1000	31890	0202	$	1,600.00
12/28/2018	Word Systems Inc.	2002	31111	0000	$	2,648.66
12/28/2018	Robert R Aylsworth, Judge	2002	32211	0000	$	282.80
12/28/2018	National Test Systems	2501	31201	0000	$	1,250.00
12/28/2018	U.S. Bank	2501	31201	0000	$	105.56
12/28/2018	Courtney Persohn	2501	10020	0000	$	162.58
12/28/2018	Corrisoft, LLC	2501	31201	0000	$	226.60
12/28/2018	Law Chevrolet Buick Pontiac	2501	31201	0000	$	16.97
12/28/2018	Martin & Martin, Inc.	1000	31891	0201	$	5,937.50
12/28/2018	Martin & Martin, Inc.	1000	31890	0201	$	75.00
12/28/2018	Martin & Martin, Inc.	1000	31890	0201	$	75.00
12/28/2018	Warren Mathies	1000	31891	0201	$	989.58
12/28/2018	Warren Mathies	1000	31870	0201	$	500.00
12/28/2018	Sherry Smith	1000	31891	0201	$	989.58
12/28/2018	Sherry Smith	1000	31891	0202	$	989.58
12/28/2018	Mark E. Phillips, PC	1000	31891	0202	$	2,968.75
12/28/2018	Warren Mathies	1000	31891	0202	$	989.58
12/28/2018	Anthony Long	1000	31891	0202	$	2,968.75
12/28/2018	Warren Mathies	1000	31891	0232	$	989.59
12/28/2018	Sherry Smith	1000	31891	0232	$	989.59
12/28/2018	Phillips, Brennan	1000	31891	0232	$	2,968.75
12/28/2018	Brett M Roy	1000	31891	0232	$	2,968.75

12/28/2018	Warrick County Treasurer	9200	10020	0000	$	600.00
12/28/2018	Redwood Toxicology Laboratory	2501	31201	0000	$	145.75
12/28/2018	Vectren Energy Delivery	1000	33000	0162	$	7,268.81
12/28/2018	Vectren Energy Delivery	1000	33000	0162	$	14.17
12/28/2018	Vectren Energy Delivery	1000	33000	0162	$	211.04
12/28/2018	STEPRO, MELISSA	8506	40005	0000	$	7,128.00
12/28/2018	STEPRO, MELISSA	4903	61123	0000	$	1,782.00
12/28/2018	NIEHAUS, DAVID AND CAROL JEAN	8506	40005	0000	$	7,560.00
12/28/2018	NIEHAUS, DAVID AND CAROL JEAN	4903	61123	0000	$	1,890.00
12/28/2018	Frontier	1222	31400	0000	$	294.79
12/28/2018	Torian Insurance	1000	34100	0068	$	75.00
12/28/2018	Warrick Publishing Co	1000	31300	0068	$	44.37
12/28/2018	L. L. Law Associates	1000	31400	0106	$	13,040.00
12/28/2018	Verizon Wireless	4901	32300	0000	$	85.53
12/28/2018	Alpha Laser Services	4901	32300	0000	$	12.26
12/28/2018	Vectren Energy Delivery	1000	33000	0380	$	4,310.24
12/28/2018	Dan Saylor	1000	32313	0068	$	1,226.28
12/28/2018	Verizon Wireless	1152	23400	0000	$	30.01
12/28/2018	Verizon Wireless	1000	31400	0302	$	142.05
12/28/2018	Lieberman Technologies	4009	32360	0000	$	1,200.00
12/28/2018	Wabash Valley Service Co	1000	22100	0005	$	2,356.33
1/3/2019	Clerk-Treasurer--Boonville	6022	50100	0000	$	6,556.23
1/3/2019	Clerk-Treasurer--Boonville	6021	50100	0000	$	275.76
1/3/2019	Clerk-Treasurer--Chandler	6022	50100	0000	$	3,377.81
1/3/2019	Clerk-Treasurer--Chandler	6021	50100	0000	$	142.07
1/3/2019	Clerk-Treasurer--Elberfeld	6022	50100	0000	$	765.63
1/3/2019	Clerk-Treasurer--Elberfeld	6021	50100	0000	$	32.20
1/3/2019	Clerk-Treasurer--Lynnville	6022	50100	0000	$	965.15
1/3/2019	Clerk-Treasurer--Lynnville	6021	50100	0000	$	40.60
1/3/2019	Clerk-Treasurer--Newburgh	6022	50100	0000	$	3,036.76
1/3/2019	Clerk-Treasurer--Newburgh	6021	50100	0000	$	152.97
1/3/2019	Clerk-Treasurer--Tennyson	6022	50100	0000	$	324.63
1/3/2019	Clerk-Treasurer--Tennyson	6021	50100	0000	$	13.66
1/3/2019	Warrick County Treasurer	6022	50100	0000	$	68,080.26
1/3/2019	Warrick County Treasurer	6021	50100	0000	$	2,863.52
1/3/2019	Clerk-Treasurer--Boonville	6022	50100	0000	$	6,556.23
1/3/2019	Clerk-Treasurer--Boonville	6021	50100	0000	$	275.76
1/3/2019	Clerk-Treasurer--Chandler	6022	50100	0000	$	3,377.81
1/3/2019	Clerk-Treasurer--Chandler	6021	50100	0000	$	142.07
1/3/2019	Warrick County Treasurer	6022	50100	0000	$	68,080.26
1/3/2019	Warrick County Treasurer	6021	50100	0000	$	2,863.52
1/4/2019	L. L. Law Associates	1186	31111	0000	$	18,151.00
1/4/2019	L. L. Law Associates	1186	31111	0000	$	57,250.00
1/4/2019	Reising, Connor	4908	31400	0000	$	384.62
1/4/2019	Fifth Third Bank	1112	39200	0000	$	99.00
1/4/2019	Fifth Third Bank	1112	22100	0000	$	47.70
1/4/2019	Fifth Third Bank	1112	21100	0000	$	52.90
1/4/2019	Fifth Third Bank	1112	22100	0000	$	49.05
1/4/2019	Vectren Energy Delivery	1112	33000	0000	$	57.22
1/4/2019	Ever-clean Services, Inc.	1112	31400	0000	$	476.00
1/4/2019	Ricoh Usa Inc.	1112	31400	0000	$	24.55
1/4/2019	Barnett, Richard	1000	36550	0005	$	20.20
1/4/2019	The Lang Company	1000	36400	0005	$	4.99
1/4/2019	Wilson, Mike	1000	18300	0005	$	50.00

1/4/2019	Griffin Nance	1000	18300	0005	$	50.00
1/4/2019	Indiana Dept. Transportation	4903	61115	0000	$	81,000.00
1/4/2019	Old National Bank - Bonds	4602	58015	0000	$	94,058.75
1/4/2019	Warrick County Treasurer	7304	31111	0000	$	20,244.91
1/4/2019	Clerk-Treasurer--Boonville	7332	50100	0000	$	158,526.41
1/4/2019	Clerk-Treasurer--Chandler	7332	50100	0000	$	24,861.42
1/4/2019	Clerk-Treasurer--Elberfeld	7332	50100	0000	$	5,366.59
1/4/2019	Clerk-Treasurer--Lynnville	7332	50100	0000	$	4,281.25
1/4/2019	Clerk-Treasurer--Newburgh	7332	50100	0000	$	37,694.58
1/4/2019	Clerk-Treasurer--Tennyson	7332	50100	0000	$	1,492.50
1/4/2019	Warrick County Treasurer	7332	50100	0000	$	667,052.75
1/8/2019	First Bankcard	1156	31111	0000	$	90.06
1/8/2019	HAAS, JOHN	8506	40005	0000	$	6,000.00
1/8/2019	HAAS, JOHN	4903	61123	0000	$	1,520.00
1/8/2019	AMOS, EDNA M.	8506	40005	0000	$	5,600.00
1/8/2019	AMOS, EDNA M.	4903	61123	0000	$	1,400.00
1/8/2019	Alpha Laser Services	1000	36400	0061	$	8.48
1/8/2019	Jason Baxter	1000	32300	0006	$	280.00
1/8/2019	BJ Farrell	1000	32300	0002	$	99.00
1/8/2019	Hoosier Business Machines Inc.	2504	31400	0000	$	89.76
1/8/2019	U.S. Bank	2504	31400	0000	$	71.73
1/8/2019	Old National Bank--Trustee	1000	17600	0005	$	524,246.00
1/8/2019	Arab	1000	22600	0162	$	70.00
1/8/2019	The Lang Company	1000	36400	0079	$	41.96
1/8/2019	Delta Properties LLC	1112	37201	0000	$	256.25
1/8/2019	Delta Properties LLC	1112	37201	0000	$	2,409.00
1/8/2019	U.S. Bank	1000	36400	0012	$	41.15
1/8/2019	JSK Associates Inc.	1112	31500	0000	$	4,800.00
1/8/2019	JSK Associates Inc.	1112	31500	0000	$	1,420.00
1/8/2019	David & Debra Schoessele	8506	40005	0000	$	5,240.00
1/8/2019	David & Debra Schoessele	4903	61123	0000	$	1,310.00
1/8/2019	FLAHERTY, RICKY AND KELLY	8506	40005	0000	$	4,280.00
1/8/2019	FLAHERTY, RICKY AND KELLY	4903	61123	0000	$	1,070.00
1/8/2019	Wawi Business	1000	32400	0068	$	106.86
1/8/2019	PSC	1222	31400	0000	$	161.39
1/8/2019	Vectren Energy Delivery	1112	33000	0000	$	136.36
1/8/2019	Pike Gibson Water, Inc.	1112	50810	0000	$	26.13
1/8/2019	Hilton Indianapolis	1217	45153	0000	$	260.00
1/8/2019	Hilton Indianapolis	1000	32300	0002	$	260.00
1/8/2019	Association / Indiana Counties	1000	32300	0002	$	150.00
1/8/2019	Association / Indiana Counties	1217	45153	0000	$	150.00
1/8/2019	BMB, Inc	1112	51260	0000	$	68,225.20
1/8/2019	Purdue Ces Fund-Warrick County	4917	31111	0000	$	400.00
1/8/2019	Purdue Ces Fund-Warrick County	1000	32200	0011	$	399.00
1/8/2019	Purdue Ces Fund-Warrick County	1000	32200	0011	$	130.96
1/8/2019	Purdue Ces Fund-Warrick County	1000	36400	0011	$	69.33
1/8/2019	RUSSELL, JANA	8506	40005	0000	$	7,000.00
1/8/2019	RUSSELL, JANA	4903	61123	0000	$	1,750.00
1/8/2019	Storage Guardian	1000	31411	0106	$	227.98
1/8/2019	Storage Guardian	1000	31411	0106	$	59.10
1/8/2019	Storage Guardian	1000	31411	0106	$	372.40
1/8/2019	Storage Guardian	1000	31411	0106	$	110.07
1/8/2019	Storage Guardian	1000	31411	0106	$	410.60
1/8/2019	Storage Guardian	1000	31411	0106	$	97.54

1/8/2019	Storage Guardian	1000	31411	0106	$	13.18
1/8/2019	Storage Guardian	1000	31411	0106	$	196.77
1/8/2019	Storage Guardian	1000	31411	0106	$	3.43
1/8/2019	Storage Guardian	1000	31411	0106	$	14.53
1/8/2019	Old National Bank--Trustee	1193	17600	0000	$	109,966.00
1/8/2019	Boonville Utilities	1000	33000	0162	$	77.70
1/8/2019	Ziemer Stayman Weitzel Shoulde	1000	31200	0061	$	1,250.00
1/8/2019	Pc Quest	1168	36400	0000	$	459.99
1/8/2019	Boonville Natural Gas Corp.	1000	33000	0162	$	57.94
1/8/2019	Boonville Natural Gas Corp.	1000	33000	0162	$	483.49
1/8/2019	Boonville Utilities	1000	33000	0162	$	238.29
1/8/2019	Boonville Utilities	1000	33000	0162	$	1,184.22
1/8/2019	Boonville Utilities	1000	33000	0162	$	15.42
1/8/2019	Boonville Natural Gas Corp.	1159	33000	0000	$	144.80
1/8/2019	Godshall, Sarah	1159	32300	0000	$	21.12
1/8/2019	Applied Land Solutions	1197	31400	0000	$	3,825.00
1/8/2019	Indiana American Water	1112	45010	0000	$	47.18
1/8/2019	AT&T Mobility	1219	32400	0000	$	131.19
1/8/2019	Indiana American Water	1112	45010	0000	$	46.76
1/8/2019	Renewable Resources	1112	45010	0000	$	125.00
1/8/2019	Vectren Energy Delivery	1219	33000	0000	$	9.17
1/8/2019	Vectren Energy Delivery	1219	33000	0000	$	9.17
1/8/2019	Vectren Energy Delivery	1219	33000	0000	$	6.32
1/8/2019	Vectren Energy Delivery	1219	33000	0000	$	25.29
1/8/2019	Vectren Energy Delivery	1219	33000	0000	$	6.32
1/8/2019	The Town Of Newburgh	1112	45010	0000	$	56.37
1/8/2019	U.S. Bank	1224	31400	0000	$	269.67
1/8/2019	U.S. Bank	1224	31400	0000	$	54.02
1/8/2019	Chandler Utilities	1000	33000	0008	$	20.39
1/8/2019	Vectren Energy Delivery	1159	33000	0000	$	292.43
1/8/2019	Metzger Construction Co Inc.	1169	22320	0000	$	325.50
1/8/2019	Metzger Construction Co Inc.	1169	22320	0000	$	27,461.54
1/8/2019	Southwestern Behavioral Health	1000	31470	0068	$	226,159.50
1/8/2019	Paul Kruse	1000	24500	0005	$	124.98
1/8/2019	Flowers, Gregory W	1000	24500	0005	$	133.73
1/8/2019	Sw Indiana Reg Yth Village	1000	31501	0068	$	9,666.00
1/8/2019	Sw Indiana Reg Yth Village	1000	31501	0068	$	9,250.00
1/8/2019	Sw Indiana Reg Yth Village	1000	31501	0068	$	3,408.00
1/8/2019	Wabash Valley Service Co	1000	22100	0005	$	1,984.08
1/8/2019	Verizon Wireless	1000	32400	0303	$	1,260.84
1/8/2019	Tyler Technologies, Inc.	1224	31400	0000	$	7,780.00
1/8/2019	Power Systems Properties LLC	1000	37200	0008	$	1,525.00
1/8/2019	Lieberman Technologies	4009	32360	0000	$	4,700.00
1/8/2019	Association / Indiana Counties	1000	32300	0002	$	60.00
1/8/2019	Association / Indiana Counties	1217	35153	0000	$	60.00
1/8/2019	CASCADE FINANCIAL SERVICES C/O	1205	58011	0000	$	4,896.74
1/8/2019	Law Enforcement Training Board	1156	31111	0000	$	50.00
1/8/2019	Neopost Usa - Equipment	1000	31400	0068	$	240.00
1/8/2019	Old National Bank - Bonds	4506	30001	0000	$	105,150.00
1/8/2019	Nomad Technology Group	2504	31400	0000	$	1,662.55
1/8/2019	Nomad Technology Group	1000	31400	0660	$	389.98
1/8/2019	Nomad Technology Group	1000	31400	0660	$	200.00
1/8/2019	Robin Greenlee (CDFC)	1148	31400	0000	$	438.33
1/8/2019	U.S. Bank	1000	36400	0061	$	90.16

1/8/2019	Reising, Connor	4908	31400	0000	$	384.62
1/8/2019	Unifirst Corporation	5251	00525	0000	$	3.06
1/8/2019	Unifirst Corporation	5251	00525	0000	$	3.06
1/8/2019	Unifirst Corporation	5251	00525	0000	$	3.06
1/8/2019	Larry Sulawske	1000	36200	0380	$	69.82
1/8/2019	Boonville Natural Gas Corp.	1000	33000	0380	$	937.51
1/8/2019	Boonville Utilities	1000	33000	0380	$	3,947.39
1/8/2019	Arab	1000	31900	0380	$	45.00
1/8/2019	Unifirst Corporation	1000	24500	0005	$	8.36
1/8/2019	Unifirst Corporation	1000	24500	0005	$	8.36
1/8/2019	Unifirst Corporation	1000	24500	0005	$	8.36
1/8/2019	Boonville Natural Gas Corp.	1000	33000	0162	$	203.06
1/8/2019	Phillips, Elizabeth	1206	31510	0000	$	2,400.00
1/8/2019	Treasurer Of State-ACH	1156	31111	0000	$	40.00
1/8/2019	Unifirst Corporation	5251	00525	0000	$	3.06
1/8/2019	Warrick Co Swcd	1197	30150	0000	$	49,769.00
1/8/2019	U.S. Bank	1197	44000	0000	$	152.06
1/11/2019	Office Depot - Credit Plan	1000	21100	0202	$	253.39
1/11/2019	Advanced Document Solutions	1000	24300	0202	$	29.97
1/11/2019	Kim Pemberton	2501	31201	0000	$	200.00
1/11/2019	Amy Steinkamp Miskimen	2002	32311	0202	$	608.54
1/11/2019	Thomson Reuters West Payment C	1000	39400	0202	$	1,044.03
1/11/2019	Staples Credit Plan	4921	31201	0000	$	36.98
1/11/2019	Staples Credit Plan	4921	31201	0000	$	26.78
1/11/2019	Staples Credit Plan	4921	31201	0000	$	42.62
1/11/2019	Staples Credit Plan	4921	31201	0000	$	(21.99)
1/11/2019	National Test Systems	4921	31201	0000	$	2,500.00
1/14/2019	Office Depot, Incorporated	1000	36400	0079	$	239.98
1/14/2019	Culligan Of Evansville	1000	21100	0079	$	27.00
1/14/2019	Office Depot, Incorporated	1000	21100	0008	$	45.98
1/14/2019	Office Depot, Incorporated	1000	21100	0008	$	14.93
1/14/2019	Office Depot, Incorporated	1000	21100	0008	$	271.73
1/14/2019	Quill Corporation	1000	21100	0001	$	411.56
1/14/2019	Quill Corporation	8899	21100	0000	$	78.37
1/14/2019	Quill Corporation	1000	21100	0001	$	142.00
1/14/2019	Quill Corporation	6899	21100	0000	$	158.86
1/14/2019	Quill Corporation	1215	21100	0000	$	149.94
1/14/2019	IDMS Account Ability	1000	21100	0106	$	418.01
1/14/2019	On-duty Depot Inc.	1000	31430	0007	$	295.74
1/14/2019	On-duty Depot Inc.	1000	31400	0007	$	852.26
1/14/2019	Office Depot, Incorporated	1000	21100	0007	$	158.49
1/14/2019	Office Depot, Incorporated	1000	21100	0007	$	33.99
1/14/2019	Office Depot, Incorporated	1000	21100	0007	$	414.02
1/14/2019	Extra Packaging LLC	1000	21100	0007	$	738.41
1/14/2019	Vanderburgh County Coroner	1000	35020	0007	$	100.00
1/14/2019	Vanderburgh County Coroner	1000	35020	0007	$	100.00
1/14/2019	Vanderburgh County Coroner	1000	35020	0007	$	100.00
1/14/2019	Vanderburgh County Coroner	1000	35020	0007	$	100.00
1/14/2019	Vanderburgh County Coroner	1000	18200	0007	$	1,600.00
1/14/2019	Vanderburgh County Coroner	1000	32500	0007	$	220.00
1/14/2019	Extra Packaging LLC	1000	31430	0007	$	200.00
1/14/2019	Law Chevrolet Buick Pontiac	1000	21100	0007	$	1,404.35
1/14/2019	Law Chevrolet Buick Pontiac	1141	36400	0000	$	196.48
1/14/2019	Law Chevrolet Buick Pontiac	1141	22100	0000	$	47.02

1/14/2019	East Pines Animal Clinic Inc	1000	31800	0380	$	16.94
1/14/2019	East Pines Animal Clinic Inc	1000	31800	0380	$	81.88
1/14/2019	Lewis Bros Bakeries, Inc.	1000	22710	0380	$	49.40
1/14/2019	Kenway Distributors Inc.	1000	22400	0380	$	253.50
1/14/2019	Aigner Hardware	1000	36200	0380	$	7.48
1/14/2019	St Vincent Warrick Ems	1000	32000	0380	$	449.28
1/14/2019	St. Vincent Warrick	1000	32000	0380	$	594.00
1/14/2019	Dental Delivery	1000	32000	0380	$	618.75
1/14/2019	Southern In Imaging Consulting	1000	32000	0380	$	141.71
1/14/2019	Ferguson Enterprises Inc #1480	1000	36200	0380	$	97.06
1/14/2019	Aigner Hardware	1000	36200	0380	$	5.68
1/14/2019	Aigner Hardware	1000	36200	0380	$	4.78
1/14/2019	Illinois Fire & Police Equipme	1000	44300	0005	$	1,732.00
1/14/2019	Sternberg Ford	1000	44300	0005	$	22,750.00
1/14/2019	B-Hive Printing	1000	33100	0005	$	807.85
1/14/2019	CDW Government, Inc.	1000	36400	0005	$	210.35
1/14/2019	Aigner Hardware	1197	44000	0000	$	207.90
1/14/2019	Warrick Automotive Supply	1197	44000	0000	$	43.84
1/14/2019	Aigner Hardware	1197	44000	0000	$	3.99
1/14/2019	Office Depot, Incorporated	1000	21100	0006	$	135.34
1/14/2019	KEY PATHOLOGY, INC.	1000	18200	0007	$	2,000.00
1/14/2019	KEY PATHOLOGY, INC.	1000	18200	0007	$	2,000.00
1/15/2019	Quill Corporation	1000	21100	0001	$	104.51
1/15/2019	Quill Corporation	8899	21100	0000	$	116.91
1/15/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	$	23.38
1/15/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	$	16.97
1/15/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	$	16.97
1/15/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	$	16.97
1/15/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	$	16.97
1/15/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	$	16.97
1/15/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	$	16.97
1/15/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	$	16.97
1/15/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	$	38.05
1/15/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	$	32.29
1/15/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	$	16.97
1/15/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	$	179.86
1/15/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	$	1,040.76
1/15/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	$	143.55
1/15/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	$	1,294.03
1/15/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	$	20.00
1/15/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	$	67.05
1/15/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	$	114.96
1/15/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	$	20.00
1/15/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	$	288.40
1/15/2019	King's Upfitting And Repair	1000	44300	0005	$	950.00
1/15/2019	Bob Barker Company Inc.	1000	22700	0380	$	1,274.74
1/15/2019	B-Hive Printing	1000	33100	0380	$	695.00
1/15/2019	Weber Equipment	1000	36200	0380	$	180.00
1/15/2019	Dell Marketing L.P.	1192	41111	0000	$	1,033.08
1/15/2019	Evident, Inc.	4907	31111	0000	$	62.00
1/15/2019	Evident, Inc.	4907	31111	0000	$	103.00
1/15/2019	Five Star Sprinkle ServicesLLC	4903	44515	0000	$	1,862.26
1/15/2019	Sterlcycle, Inc	1159	21375	0000	$	33.65
1/15/2019	CDW Government, Inc.	1000	36525	0068	$	169.04

1/15/2019	Steve Kleeman	1000	35100	0005	$	2,000.00
1/15/2019	Hutch & Son Industrial Electro	1000	36400	0302	$	132.79
1/15/2019	Siegels	1000	24500	0005	$	(10.05)
1/15/2019	Siegels	1000	24500	0005	$	70.00
1/15/2019	Siegels	1000	24500	0005	$	10.00
1/15/2019	Siegels	1000	24500	0005	$	25.00
1/15/2019	Siegels	1000	24500	0005	$	24.00
1/15/2019	Siegels	1000	24500	0005	$	63.00
1/15/2019	Siegels	1000	24500	0005	$	78.00
1/15/2019	Siegels	1000	24500	0005	$	121.00
1/15/2019	Siegels	1000	24500	0005	$	145.00
1/15/2019	Siegels	1000	24500	0005	$	150.00
1/15/2019	Siegels	1000	24500	0005	$	191.00
1/15/2019	Siegels	1000	24500	0005	$	235.00
1/15/2019	Siegels	1000	24500	0005	$	362.00
1/15/2019	Siegels	1000	24500	0005	$	243.00
1/15/2019	Siegels	1000	24500	0005	$	244.00
1/15/2019	Siegels	1000	24500	0005	$	313.00
1/15/2019	Evident, Inc.	4907	31111	0000	$	510.00
1/15/2019	Sentinel Offender Services LLC	1122	44000	0000	$	111.00
1/15/2019	Indoff, Inc.	9231	21310	0000	$	34.42
1/15/2019	CSI Computer Systems	1000	21100	0001	$	129.43
1/15/2019	CSI Computer Systems	8899	21100	0000	$	14.16
1/15/2019	Aigner Hardware	1000	21100	0302	$	22.30
1/15/2019	Aigner Hardware	1000	21100	0302	$	14.28
1/15/2019	Allstadt's	1000	21100	0009	$	937.05
1/15/2019	Allstadt's	1000	21150	0009	$	106.60
1/15/2019	Allstadt's	1000	21100	0009	$	27.09
1/15/2019	Allstadt's	1000	21150	0660	$	12.95
1/15/2019	Office Depot, Incorporated	4908	21100	0000	$	230.99
1/15/2019	Office Depot, Incorporated	4908	21100	0000	$	99.99
1/15/2019	Office Depot, Incorporated	1000	21100	0008	$	86.48
1/15/2019	Office Depot, Incorporated	1000	21100	0008	$	442.76
1/15/2019	Office Depot, Incorporated	1224	23131	0000	$	22.58
1/15/2019	Office Depot, Incorporated	1224	23131	0000	$	16.99
1/15/2019	Office Depot, Incorporated	1224	23131	0000	$	133.20
1/15/2019	Tele/Data Communications Of IN	1000	30200	0068	$	32.50
1/15/2019	Tele/Data Communications Of IN	1000	30200	0068	$	232.50
1/15/2019	Town and Country CDJ, Inc.	4908	44600	0000	$	5,795.25
1/15/2019	J & J Supply Inc.	1197	44500	0000	$	264.97
1/15/2019	Lewis Bros Bakeries, Inc.	1000	22710	0380	$	53.95
1/15/2019	CRS One Source(Diafds)	1000	22710	0380	$	45.50
1/15/2019	CRS One Source(Diafds)	1000	22710	0380	$	240.10
1/15/2019	CRS One Source(Diafds)	1000	22710	0380	$	254.98
1/15/2019	CRS One Source(Diafds)	1000	22710	0380	$	173.58
1/15/2019	CRS One Source(Diafds)	1000	22710	0380	$	249.76
1/15/2019	CRS One Source(Diafds)	1000	22710	0380	$	236.10
1/15/2019	CRS One Source(Diafds)	1000	22710	0380	$	28.25
1/15/2019	CRS One Source(Diafds)	1000	22710	0380	$	305.68
1/15/2019	Farm Boy Food Service	1000	22710	0380	$	488.05
1/15/2019	Farm Boy Food Service	1000	22710	0380	$	445.58
1/15/2019	Farm Boy Food Service	1000	22710	0380	$	639.74
1/15/2019	Farm Boy Food Service	1000	22710	0380	$	550.60
1/15/2019	Wabash Foodservice	1000	22710	0380	$	889.95

WARRICK COUNTY 2019 AGGREGATE CONTRACT

THIS CONTRACT FOR AGGREGATE MATERIALS (this "Agreement"), entered into by and between the Board of Commissioners of Warrick County (the "County"), the executive governing body of Warrick County, Indiana, having offices located at 107 W. Locust Street, Suite 301, Boonville, Indiana, and Mulzer Crushed Stone, Inc. ("Mulzer"), a contractor, having offices located at 534 Mozart Street, Tell City, Indiana,

WITNESSETH THAT:

WHEREAS, the County desires to contract with a vendor for the supply of aggregate materials available to be purchased by the County; and

WHEREAS, Mulzer is a "single source of supply" of aggregate materials available for purchase by the County, pursuant to Ind. Code 5-22-10-13; and

WHEREAS, the County, at its regularly scheduled meeting on January 14, 2019, voted to accept Mulzer's most recent proposal of aggregate materials available for purchase by the County (the "Proposal"), a copy of which is attached hereto as Exhibit "A" and made a part hereof.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and Mulzer agree as follows:

1. **Scope of Work**. Mulzer shall furnish aggregate materials to the County as proposed by the terms in Exhibit "A".

2. **Term**. The term of this Agreement shall be January 1, 2019, through December 31, 2019.

3. **Relationship of Parties**. Mulzer acknowledges that it has entered into this Agreement as an Independent Contractor of the County and shall not represent itself, or permit any of its employees to represent themselves, in any manner to any third party as a representative or authorized agent of the County. Mulzer shall neither be considered an employee of the County nor entitled to any benefits normally provided to an employee of the County. No liability of any nature shall attach to the County by reason of any claim which Mulzer may have against any other subcontractor or other parties arising out of the performance of this Agreement.

4. **Entire Agreement**. Both parties acknowledge that this Agreement represents the entire understanding and agreement among the parties hereto and with respect to the subject matter hereof, supersedes all prior negotiations between such parties, and may be amended, supplemented, or changed only by an instrument in writing which makes specific reference to this Agreement and which is signed by all of the parties hereto. Neither party shall assign or delegate any of its rights or obligations herein without the prior written consent of the other party.

5. **Governing Law**. This Agreement is being executed and delivered in the State of Indiana and shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. Both parties acknowledge that the judicial venue over a controversy arising out of this Agreement is Warrick County, Indiana.

6. **Notices**. All notices, elections, requests, demands, and/or other communications required or permitted hereunder shall be given in writing and personally delivered or sent by a nationally-recognized express courier services offering overnight delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the parties as follows (or to such other person or such other address as either party hereto shall have given via written notice to the other):

If to the County:

Warrick County Commissioners
107 W. Locust Street, Suite 301
Boonville, IN 47601

If to Mulzer:

Mulzer Crushed Stone., Inc.
534 Mozart Street
P.O. Box 249
Tell City, IN 47586

Either party may change the address to which a notice is to be sent from time to time, upon providing written notice to the other parties hereto as provided above.

7. **Waiver**. Compliance with any provision hereof may be waived, but only in writing by all of the parties hereto. No exercise, or failure to exercise, any right hereunder, and no partial or single exercise, of that or any other right shall be construed to be a waiver of that or any other right, it being understood that all such rights and remedies are cumulative and not exclusive.

8. **Counterparts and Copies**. This Agreement may be executed in counterparts. Both parties acknowledge that paper or electronically transmitted copies of this Agreement are enforceable as the original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

"COUNTY"	"MULZER"
WARRICK COUNTY BOARD OF COMMISSIONERS	MULZER CRUSHED STONE, INC.
_____ Date: _____ Dan Saylor, President	_____ Date: _____ (Officer Name), (Position)
_____ Date: 1/14/19 Robert H. Johnson, Jr., Vice President	
_____ Date: _____ Terry J. Phillippe, Member	

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EXHIBIT "A"
Mulzer Crushed Stone, Inc., Proposal

Please see attached.

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Mulzer Crushed Stone, Inc.

534 Mozart Street • P.O. Box 249 • Tell City, Indiana 47586-0249
812.547.7921
Office Fax: 812.547.7021
www.mulzer.com

December 13, 2018

Warrick County Highway Dept.
Attn.: Joe Grassman Purchasing Manager
555 Roth Road
Boonville, IN 47601

Gentlemen,

Listed below are your prices that will become effective **January 1, 2019. Pricing is subject to change throughout the year.**

	F.O.B. Dale	F.O.B. Newburgh	F.O.B. Rockport
Stone #53, 73	$16.65	$15.00	$15.30
Stone #1, 2, 4, 5, 7	17.30	15.45	15.95
Stone #8	17.80	16.00	16.45
Stone #9	18.40	16.50	16.95
Stone #11	18.70	17.65	18.10
Stone #12	19.70	18.55	19.00
Rip Rap, 12" Top Size Max	19.00	18.25	18.75
Rip Rap, 12" – 18"	N/A	18.85	19.35
Fill Sand	13.85	9.90	10.35

All pricing is FOB Mulzer Location unless otherwise stated.

You have been quoted a preferred discount status on your price schedule. This discount is based on your good credit and our experience with your account. Terms are payment in full by the 20th of the month following invoice date.

We sincerely appreciate your business. Good luck and have a prosperous 2019!

Sincerely,
Mulzer Crushed Stone

Kevin Kain
Sales Representative