WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
January 28, 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

Commissioner Saylor: First item on the agenda is our APC and it looks like we have no business with them.

APPROVAL OF MINUTES
JANUARY 14, 2019

Commissioner Saylor: Next item on the agenda is Approval of our January 14, 2019 Regular Session Minutes.

Commissioner Johnson: Make a motion to approve the minutes.

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).

ITEMS FOR DISCUSSION
ST. VINCENT WARRICK EMS
2018 YEAR-END SUMMARY

Commissioner Saylor: Next item on the agenda is Items for Discussion, is our St. Vincent's Warrick EMS, Tony O'Neal. Tony, come on up. And our 2018 Summary.

Tony O'Neal: Thank you. Tony O'Neal with St. Vincent's Warrick EMS. Wanted to give the Commissioners just a year-end Report for 2018. We finished, we finished the year with about sixty-one hundred and forty-four (6144) emergency calls for the County in 2018. That's about a twelve percent (12%) increase of what we did in 2017. So, we did really see a significant increase in our volume for '18. Our runs were up to local hospitals. Our refusal rate was a little up. Hospital transfers were up. Others were about the same. But you'll notice our Non-County Runs were down slightly and that's only because our first priority will always be the County and with how busy we were in the County, there were runs that we had to turn down, because of keeping the County covered. So that's why you see a decline in that. Had a lot of opportunity throughout 2018 to work with the community. We did a lot of training with the fire departments and law enforcement on NARCAN, Epi-training, Stop the Bleed, and CPR. We did some training with the dispatch team over there on a new program called: No, No, Go. It's about starting CPR earlier when we've got dispatchers talking to family members on the phone. Esha went over and did the training there. And I think it wasn't about a month after that we had a really neat success story where a family member survived, because they were able to start CPR right off the bat. So that was a really positive thing. Did a lot of Show and Tells with the schools, daycares, safety days, National Night Out. Did multiple standbys with sporting events, with YMCA Triathlon, the Victoria Golf Event that we do every year, high school football games and the Castle Band Tournament. We covered that. We also had to update our move up schedule. That's where we kind of position our ambulances throughout the County based on when we have an ambulance out of the District because of our volume. So, we did that this year. And also we put video conferencing, video conferencing equipment in each station now. So instead of having to move all the trucks up to do staff meetings, now we can video conference at each station and, and actually hold the conferencing, the training, and some of the meetings right there where they can stay in District and still attend the meetings. So a lot of things we did really well in 2018 and looking forward to 2019 and what we do here. Any questions on anything?

Commissioner Phillippe: I have a comment, Tony.

Tony O'Neal: Yes.

Commissioner Phillippe: I attended a Fire Chief's meeting and Tony and Sheriff Wilder were there. Both of these guys are working, working really hard to get things better than what they are so I commend both of you for that.

Tony O'Neal: I appreciate that, thank you.

Commissioner Phillippe: Thank you.

Commissioner Johnson: Thanks, Tony.

Commissioner Saylor: Thanks, Tony. Thank you, Terry, for attending that meeting. Appreciate that.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
COMMISSIONERS' REVIEW AND APPROVAL OF THE COUNTY COUNCIL'S NOMINATIONS TO THE WARRICK COUNTY TOURISM COMMISSION

Commissioner Saylor: Next item on the agenda is our Departmental Reports and Roger Emmons our County Administrator.

Roger Emmons: Thank you, Mr. President. First item is the Commissioners' Review and Approval of the County Council's Nominations to the Warrick County Tourism Commission. And John Goth emailed us about that awhile back. Council nominated Rick Miller from the Coal Museum and Collen Talley, Warrick County Museum.

Todd Glass: And may I mention before you make an action on that, Mr. President, that the requirements for the Tourism Commission members have slightly been modified by Statute. We don't have to keep track of party affiliation any longer. But the nominations still have to fit certain other requirements and with these two (2) nominations, all those still are met. So those nominations are eligible for your approval.

Commissioner Saylor: Okay, so do I have a motion for the two (2) nominations for the Tourism Commission?

Commissioner Phillippe: I make a motion to approve those.

Commissioner Johnson: Second.

Commissioner Saylor: All those in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

PROPOSED MEMORANDUM OF UNDERSTANDING AND EDUCATION AFFILIATION AGREEMENT WITH WESTERN GOVERNORS' UNIVERSITY AND WARRICK COUNTY HEALTH DEPARTMENT NURSES' OFFICE

Roger Emmons: Next item is a proposed Memorandum of Understanding and Education Affiliation Agreement with Western Governors' University for our Health Department Nurses' Office. I emailed these to the Commissioners and our Counsel on January 8th. The County's listed as host agency and I already talked to Todd about this. And he agrees that the Commissioners just approve this by motion and authorize Aaron Franz as Department Administrator to sign and fill in the areas that are relative to his office. And Todd, I did look through it real quick in the Education Affiliation Agreement, in talking about waivers, you know, hold harmless, there is a Section J in that called, 'No Special Damages.' I hope you've had…

Todd Glass: Yes, yes. I was looking at that this afternoon.

Roger Emmons: So, if you decide to add a line, Todd, I'll defer to your, what you stated in our Administrative Meeting But I don't know if we need it with that language or not.

Todd Glass: There's also other disclaimers in E and F, L, so that appears to be sufficient from my prospective, Roger, and the Commissioners could go ahead and approve that.

Roger Emmons: Thank you.

Commissioner Saylor: Okay, do I have a motion?

Commissioner Johnson: Make a motion to approve the MOU and Education Affiliation Agreement with Western Governors' University.

Commissioner Phillippe: And I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you very much.

(Memorandum of Understanding and Education Affiliation Agreement is Located on Pages 23 through 25 of these Official Minutes)

NEW INTELLIGENT SERVICES AGREEMENT WITH HARSHAW TRANE FOR JAIL AND JUDICIAL CENTER

Roger Emmons: Next is the New Intelligent Services Agreement with Harshaw Trane. It covers the Jail and the Judicial Center. And I sent you a copy of the agreement on January 16th. Our most recent three (3) year agreement expires at the end of 2018. This one (1) covers 2019, 2020, and 2021. The annual cost is ten thousand three hundred seventy-five ($10,375.00), ten thousand six hundred eighty-six dollars ($10,686.00), and eleven thousand and seven dollars ($11,007.00) respectively. And I've got some information there about what those IS Services have resulted in as far as energy and water usage savings. Bottom line, Warrick County has saved three hundred six thousand five hundred eighty-nine dollars ($306,589.00) in energy, operational, and water since 2009. I have that for your consideration. This gets paid out of our Cum Cap Fund.

Todd Glass: And the contract is in order.

Commissioner Saylor: Do I have a motion?

Commissioner Phillippe: I'll make a motion to approve, to approve the Intelligent Services Agreement with Harshaw Trane for the Jail and Judicial Center.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you very much.

(Harshaw Trane Agreement is Located on Pages 26 through 29 of these Official Minutes)

APPROVAL OF THE CRITICAL ALARM MANAGEMENT WITH HARSHAW TRANE

Roger Emmons: Next, oh, along with that if you would by motion approve the Critical Alarm Management Agreement. It's really not an agreement, it's a listing of the person receiving the critical alarms 24/7 by email or by cell, etcetera, text, and it's got everybody's name on that and how they can be contacted. And so motion to approve the CAMA.

Commissioner Saylor: So we need to...?

Commissioner Phillippe: Make a motion to approve the CAMA as well.

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.

(Harshaw Trane Critical Alarm Agreement is Located on Page 29 of these Official Minutes)

COURTHOUSE RENOVATION PROJECT APPLICATION AND CERTIFICATION OF PAYMENT 6 TO ENERGY SYSTEMS GROUP

Roger Emmons: Next is the Courthouse Renovation Project. We have the Application and Certificate for Payment 6 to Energy Savings Group, Energy Systems Group. Sorry. And I copied you on that on January 18th. This one's in the amount of nine hundred three thousand seven hundred and forty-nine dollars and two cents ($903,749.02).

Todd Glass: That's in compliance with our agreement.

Commissioner Saylor: Okay.

Commissioner Johnson: Make a motion to approve payment for the Courthouse Renovation Project, number six (6).

Commissioner Phillippe: I will second that.

Commissioner Saylor: Okay, I have a question on how many, you said this is Payment number...?

Roger Emmons: Six (6).

Commissioner Saylor: Six (6). How many payments are there? Do you know? Do we know the answer to that? I know we have it somewhere, but I can't remember.

Roger Emmons: It's, I don't know if it's set forth in the agreement or not as far as the number of payments. It's just a total contract amount and as they, you know, progress, we get billed.

Todd Glass: It's set forth in the agreement. I don't have the agreement in front of me.

Commissioner Saylor: I can't remember that number. I was wondering if anybody could remember.

Todd Glass: I can email you that in the morning.

Commissioner Saylor: I was just, I just don't want...

Commissioner Johnson: It's in our contract.

Commissioner Saylor: I know; I was just curious to write that number down here. Okay. So, I have a first and a second, all in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you very much.

(Energy Systems Group, Payment 6, is Located on Pages 30 through 31 of these Official Minutes)

REQUESTS FOR FMLA LEAVE
SHERIFF'S OFFICE – CLERK'S OFFICE

Roger Emmons: We have two (2) requests for Family Medical Leave. And all the paperwork had been submitted with the correct signatures and I would request your approval by motion of these. One (1) for the Sheriff's Office and one (1) for the Clerk.

Commissioner Saylor: Good, do I have a motion for the FMLA?

Commissioner Phillippe: Make a motion to approve both FMLA Leave requests.

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.

BELL ROAD WIDENING PROJECT
REQUEST TO SEND TO CONDEMNATION
PARCEL 25 – YANCEY

Roger Emmons: Bell Road Widening Project, we have a Parcel 65, Tracey, we have a request to send that out to condemnation. And I really, I don't know why.

Todd Glass: I can speak to that, Mr. President. It's actually Parcel 25 for the Bell Road Widening Project. I don't know how that got in there. And the owner's name is Yancey. Y-a-n-c-e-y.

Roger Emmons: Okay.

Todd Glass: But we had an appraisal and our offer was twelve thousand four hundred ($12,400.00). Counteroffer was made by the property owner of twenty-six thousand ($26,000.00) without any supporting appraisal or other work. They've hired an attorney and the attorney has said to bring it to condemnation because they're not going to agree to anything less that twenty-six thousand ($26,000.00). So, that's been stalled on the Bell Road Widening Project and the land agent has recommended that condemnation be initiated.

Commissioner Saylor: Alright, do I have a motion to approve the condemnation?

Commissioner Johnson: I make a motion to approve the condemnation of Parcel 25.

Commissioner Phillippe: I'll second it.

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.

ADMINISTRATIVE SETTLEMENTS
PARCEL 24 – HARDIN

Roger Emmons: Next is the Administrative settlements on two (2) different parcels. I sent you some copies on the 24th, just last Thursday. Parcel 24, Hardin, you originally approved this one (1) on December 26th last year, but our Right-of-Way Consultant, Kevin Hetrick, Professional Engineer with Clark Dietz, there was a miss-communication. This is a property where the buyer originally thought the owner was asking for one (1) additional two hundred dollar ($200.00), additional two hundred dollars ($200.00) for one (1) pool cleaning. However, they were actually asking for five (5) cleanings. So instead of the original Administrative Settlement in the amount of six thousand nine hundred and fifty dollars ($6,950.00), it was increased buy eight hundred dollars ($800.00) to seven thousand seven hundred and fifty ($7,750.00).

Commissioner Saylor: Is, is that SOP, Roger, is that, is that within the…?

Roger Emmons: This is the first one (1) that I can recall that involved a pool cleaning. But it's not out of the ordinary as far as a request from the property owner. I thought, why you need five (5) cleanings, I don't know, for construction debris and dust, you know. But, I do have, you know, in the recommendation for Administrative Settlement from Clark Dietz, they, they feel like it's justified. I don't know if you've had, you know, the owner's concerned the dust and other materials are likely to land in her pool during construction which could damage the pool if not properly maintained.

Commissioner Johnson: (Inaudible).

Roger Emmons: The, you know, we, you can counter offer if you want, but it adds time and condemnation of course that adds an average of seven hundred ninety (790) days to acquire the legal title to that property.

Commissioner Saylor: But we wouldn't be asking for a title, I mean…

Roger Emmons: You (inaudible)…

Todd Glass: You could, you could request more negotiation, Mr. President, and if you wanted…

Roger Emmons: Certainly…

Todd Glass: Attempt to get it done for five hundred ($500.00), for example to see what Kevin can do.

Commissioner Saylor: I, I mean, I would favor that. I, I just don't think, I mean I have a pool and, you know, what falls in the air I think's my responsibility. I wouldn't see how that; I don't know exactly where this property's located at and how, what the proximity of the road. But I, I, I would see maybe, I just clean my pool and it doesn't cost me two hundred dollars ($200.00) to clean the pool.

Roger Emmons: The estimate they got from Foxx Pools, the one-eighty-seven-sixty-six ($187.66) that's, you know, obviously they rounded it up to two hundred dollars ($200.00). It's whatever the Board wants to do. We can send it back, ask them if she'll take half that like Todd said.

Commissioner Saylor: Well, what's you guy's thought on that?

Commissioner Phillippe: It went from sixty-nine hundred ($6,900.00) to seventy (70)…

Roger Emmons: It's fifteen percent (15%) (inaudible)…

Commissioner Saylor: No, no we're just, we're just talking about the thousand dollars ($1,000.00), right?

Roger Emmons: Yes.

Todd Glass: Right.

Commissioner Saylor: In question. Yeah. Yeah, so, it's the five (5) cleanings. I would say, you know, I would be okay with a couple of them or half that amount. I would agree to it.

Commissioner Johnson: I would go for two (2).

Commissioner Saylor: Two (2)? Two (2), so, so we make, we make that motion based on negotiating for two (2) cleanings?

Roger Emmons: Sure.

Todd Glass: Yeah, and you, yes, and Roger can get back with the project manager and relay that instruction back to them.

Roger Emmons: Sure.

Commissioner Saylor: Alright, so I have, I have that motion to…who?

Commissioner Phillippe: I make a motion to approve those two (2) cleanings.

Commissioner Johnson: I think we need to renegotiate.

Todd Glass: If we could, just make a motion, Mr. Phillippe, to send this back to the project manager and attempt to renegotiate.

Commissioner Phillippe: I would make that motion.

Commissioner Johnson: And 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.

Commissioner Saylor: Thank you.

PARCEL 26 – WHITE

Roger Emmons: Next one (1) is Parcel 26, White and Gerhardt. Our offer was ten thousand four hundred ($10,400.00). The owners rejected that. They've asked for an additional three thousand seven hundred and fifty ($3,750.00) for removal and replacement of the lighting system that runs through a large tree that is likely to be impacted by the project. Basically the original appraisal missed the cost to cure on this and the owners obtained the estimate from NiteLiters, INC. And that was included in the email I sent you. I mean in the recommendation for the Administrative Settlement, they, the counter offer of fourteen thousand one hundred fifty ($14,150.00) was justibide...justifiable. It's thirty-six percent (36%) over the appraised amount.

Commissioner Saylor: (Inaudible) tree (inaudible) removed? (Inaudible). What's your thoughts on this, Bob?

Commissioner Johnson: Cut the tree down.

Commissioner Phillippe: I'd almost have to see that. (Inaudible).

Commissioner Saylor: Roger, I don't remember reading this in the email.

Commissioner Johnson: I think we need some more information. You want to table it 'til next meeting?

Commissioner Saylor: Since we've, gonna need some additional negotiation on Parcel 24, why don't we...

Roger Emmons: You can table it. That's fine.

Commissioner Saylor: I think we need to table this 'til our next meeting and get some further information on this. Is that what we want to do?

Commissioner Johnson: Yeah, I think so.

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

Commissioner Johnson: I make a motion to table Parcel 26.

Commissioner Phillippe: 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.

HARSHAW TRANE
JANUARY 2019 PROGRESS BILLING FOR THE WARRICK COUNTY ISOLATION VALVE ADDITION CONTROLS

Roger Emmons: Next item is the, Harshaw Trane submitted the January 2019 Progress Billing for the Judicial Center Isolation Valve Addition Controls. I sent you an email on that on January 23rd. The contract sum is twenty-three thousand five hundred and eighty-seven dollars ($23,587.00) which you approved last November 13th. But this progress billing is for one thousand dollars ($1,000.00). I put it on here because it's being submitted under an application and certification for payment. So I'd recommend your approval.

Commissioner Saylor: Do I have a motion?

Commissioner Phillippe: Make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

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

Roger Emmons: Thank you.

(Harshaw Trane Progress Billing is Located on Pages 31 through 32 of these Official Minutes)

FIXED ASSET NOTIFICATION FORMS
HEAT PUMPS FOR THE JUDICIAL CENTER

Roger Emmons: Next Fixed Asset Notification Form for twenty-six (26) new heat pumps that were installed in the Judicial Center. And Debbie needed this for the 2018 Asset Inventory Ledger. Just need to approve this by motion.

Commissioner Phillippe: I'll make a motion to approve the Fixed Asset Notification Form for the twenty-six (26) new heating pumps.

Commissioner Johnson: Second.

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.

(Fixed Assed, Heat Pumps, are Located on Page 32 of these Official Minutes)

VEI COMMUNICATIONS
PURCHASE OF SERVICE AGREEMENT FOR THE SHERIFF'S OFFICE

Roger Emmons: Next the, Sheriff Wilder sent me an email regarding Purchase of Service Agreement with VEI Communications, INC, for maintenance and repair of the communications equipment out there. And that was copied to you on January 23rd. We've had several agreements, Mike, with VEI in the past for this. Last year's price, ten thousand eight hundred ($10,800.00) for labor only, has not changed. It's the same for 2019. I, we never did do the total; it was just the labor. Because if you do the total, it includes parts. And it's, let me find it. Right here it is. Ten thousand eight hundred ($10,800.00) labor only; twenty-two thousand ($22,000.00) for labor and parts.

Sheriff Wilder: Yeah, I don't think we've ever, Sheriff Mike Wilder, I don't think in the past, obviously this is my first year, but I don't think we've ever done parts in the past. Have we, Roger? I don't think so.

Roger Emmons: No.

Todd Glass: There's several components of the agreement that I think would need to be fixed and approved if we went with it that hasn't been done yet.

Commissioner Johnson: Sheriff, do you have anything to add to this?

Sheriff Wilder: No, I mean to be honest, you know, Terry probably has more expertise on some of these things in his background than I would be, you know, we've never, they've had our contract the last several years. And if there's things that need to be changed with the equipment, I, he, he'd probably be a better resource than myself.

Commissioner Johnson: I tell you what I'd like to do; I'd like to see if Joe can work with Terry, set up some specifications, and go out for quotes to see if we can improve on this.

Sheriff Wilder: Anything's fine with me, I mean, just as long, as we just somehow, we have some kind of maintenance agreement. There's, you know, if that goes down, that's the communications for all emergency services within the County.

Commissioner Phillippe: I'll talk to you a little bit. There's some stuff in there that's, that's obsolete that's being covered.

Sheriff Wilder: And that's, you know, as a new Sheriff, but even some of that equipment, when you read XPL-520's and that stuff, a lot of that stuff doesn't mean a lot to me. Sorry. My expertise's not in the radios. I've tried to understand some of that and educate myself. But it's difficult.

Commissioner Saylor: Well, what's nice, Sheriff, is we've got somebody that's kind of, it's in his industry and field. So, let's let him and Joe get together and see if we can look at it and save you some dollars.

Sheriff Wilder: That'd be fine. And actually, I think though that your, it's our dollars…

Commissioner Saylor: (Inaudible).

Sheriff Wilder: I think that's actually budgeted, yeah, come up with the best way for us, but yet covers all of our equipment.

Commissioner Saylor: Good deal.

Commissioner Johnson: You're okay with that?

Sheriff Wilder: Yeah, I'm fine with that.

Roger Emmons: In the meantime, you just contact them if an issue came up?

Sheriff Wilder: I guess that's what we would have to do. Yeah, if we have something between now and that agreement's signed, whoever it may be.

Commissioner Phillippe: Just a service call I'd assume.

Sheriff Wilder: Yeah.

Commissioner Saylor: Yeah. So do we need a motion to table this?

Roger Emmons: Or take it off the table. It's going to take a while for, to develop the specs and take quotes. I mean it's whatever you want to do. You can just table it.

Commissioner Saylor: How long do you want to table?

Commissioner Phillippe: Forty-eight (48) hours?

Commissioner Saylor: Forty-eight (48) hours? I like that.

Commissioner Johnson: I was thinking a week.

Commissioner Saylor: Let's just, let's just table it for our next meeting and see where we're at. Terry can drive that. So, do I have a motion?

Commissioner Johnson: Motion to table.

Commissioner Phillippe: Second.

Commissioner Saylor: 'Til the next meeting. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

GIS DATA EXCHANGE AGREEMENT WITH SPENCER COUNTY, INDIANA

Roger Emmons: Alright, next is a GIS Data Exchange Agreement with Spencer County. I think that Jason Baxter, who's First Deputy Surveyor, approached this subject with you in order to have information on Little Pigeon Creek which is the County boundary between Warrick County and Spencer County. And I got with John Goth, one (1) of our County Attorney's, and he drafted this proposed agreement, and agreed with him that we get a new one (1) instead of having to track down the twelve (12) counties that were signatory to an agreement that included every county in District 10 with EMA. So I've looked through it. It's been reviewed. Steve Leatherman with WTH Technology, he reviewed it and he was okay with this being presented to the Board in its form.

Todd Glass: Yep, it's ready to go and...

Commissioner Saylor: It's in order?

Todd Glass: It's, yes, it's in order and similar to some other GIS Data Exchange Agreements we have with other Counties.

Commissioner Saylor: Do I have a motion to approve the agreement?

Commissioner Johnson: Make a motion to approve the GIS Data Exchange Agreement with Spencer County.

Commissioner Phillippe: And I'll 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 very much.

(GIS Data Exchange Agreement is Located on Pages 32 through 34 of these Official Minutes)

COMMISSIONERS APPOINTMENT TO THE PTABOA FOR 2019
BEAU DIAL

Commissioner Phillippe: I will make a motion to approve that.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

WARRICK COUNTY CIRCUIT COURT PROBATION CONFIDENTIALITY STATEMENT AND AGREEMENT FOR DRUG TESTING SERVICES WITH FORENSIC FLUIDS

Roger Emmons: Next we have a Confidentiality Statement and Agreement for Drug Testing Services. This is from Warrick Circuit Court Probation. And at your last meeting, you approved the same one (1) for Superior Court Probation. Now we've got Circuit Court.

Commissioner Johnson: Make a motion to approve the Confidentiality Statement and Agreement for Drug Testing Services for Warrick County Circuit Court.

Commissioner Phillippe: And I'll 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.

(Fluid Forensics Agreement is Located on Page 34 of these Official Minutes)

REMINDER OF SPECIAL MEETING THE APC/BZA TUESDAY, FEBRUARY 12, 2019

Roger Emmons: Reminder of Special Meeting on February 12th, 1:00 PM, in the Commissioners' Meeting Room to hear information to consider amending the Warrick County Comprehensive Plan. That's with the BZA and APC and the Board of Commissioners.

BOONVILLE BIKE CLUB

Roger Emmons: And that's all I have. Brad Scales is here. I don't know if you want to wait 'til the end of the meeting. That's what I told him, if you want him to come up now?

Commissioner Saylor: Let's wait and let's get through our other stuff, so...

Roger Emmons: Okay. That's all I have.

Commissioner Saylor: Thank you, Roger.

COUNTY ATTORNEY AMENDING THE WARRICK COUNTY CAPITAL IMPROVEMENT PLAN TO INCLUDE TELEPHONE ROAD ORDINANCE 2019-03

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

Todd Glass: Yes, Mr. President. Just a couple items. Firstly, I'll pass down to all three (3) of you, we just amended our Capital Improvement Plan, but with approval of some monies through the Evansville Metropolitan Planning Office, we have to add an additional project, and the amendments are shown. And what I've passed you is amending the Capital Improvement Plan to add as Project 33 – Telephone Road Project, Phase 3. The project includes preliminary engineering, design, right-of-way engineering, right-of-way services and acquisition, new construction, construction engineering. Project limits are from Bell Road to Fuquay Road of approximately one point two (1.2) miles at an estimated cost of six point two million ($6,200,000.00). The period for this project is from June 1, 2019, through October 31, 2024. And those amendments have been made to the Warrick County Commissioners' Capital Improvement Plan and we would need another Ordinance number.

Kristine Georges: 2019-03.

Commissioner Johnson: Make a motion to approve Ordinance 2019-03.

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).

Todd Glass: Thank you, Mr. President.

(Ordinance 2019-03, CIP, is Located on Pages 34 through 38 of these Official Minutes)

AGREEMENT FOR BUILDING COMMISSION INSPECTOR CONNOR REISING

Todd Glass: And the only other item I have is an Independent Contractor Agreement for the Building Commission, Deputy Inspector Connor Reising. I would recommend that we approve that agreement, modifying it to a month to month basis until such time as I have a further recommendation.

Commissioner Phillippe: I'll make a motion to approve that agreement with the amendments recommended by Counsel.

Commissioner Johnson: And I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, that's all I have.

Commissioner Saylor: Thank you, Counselor.

(Conner Reising Agreement is Located on Pages 39 through 40 of these Official Minutes)

COUNTY AUDITOR CERTIFIED CLAIMS

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

Auditor Stevens: Thank you. And I did have some pending Claims that were relevant to that agreement. So, if you, if you want to go ahead and approve the pending Claims that are part of, I mean however you want to do it.

Todd Glass: We can get that Independent Contractor Agreement signed, you know, by tomorrow probably. So they could approve those Claims pending the receipt of that contract.

Auditor Stevens: Okay. Good.

Todd Glass: If they wish.

Auditor Stevens: Okay. Claims, AP Voucher, that's all I have for the meeting today. Claims total two million one hundred thirteen thousand seven dollars and eighty-three cents ($2,113,007.83).

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to pay the Claims.

Commissioner Phillippe: 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, that's all I have.

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

Commissioner Johnson: Counselor, do we need to include the, the, what Debbie has pending at the signing, at the signing of the contract?

Todd Glass: The Claims they just approved, Mrs. Stevens, did that include those…?

Commissioner Johnson: Okay.

Auditor Stevens: You're all good?

Commissioner Johnson: Thank you.

Todd Glass: Yes, I am. Mr. Johnson?

Commissioner Johnson: (Inaudible).

Auditor Stevens: Alright. Thanks.

(Certified Claims are Located on Pages 40 through 44 of these Official Minutes)

COUNTY CLERK
2019 INFINITY VOTING SYSTEM ANNUAL MAINTENANCE
2019 CSI DISASTER RECOVERY SERVICE
2019 ANNUAL SYSTEM SUPPORT AGREEMENT - IMAGING/LOANER SUPPORT
2019 CSI HARDWARE MAINTENANCE AGREEMENT

Commissioner Saylor: Next item on the agenda is our County Clerk. Mrs. Perry?

Commissioner Johnson: (Inaudible).

Clerk Perry: Good evening. Patty Perry, Warrick County Clerk. I have some agreements. These are yearly agreements that we receive. I brought them over and, Roger, did everyone get a copy of them?

Roger Emmons: I believe so.

Clerk Perry: They're just copies. I actually have the originals with me.

Roger Emmons: One (1) thing I forgot to mention was that the Disaster Recovery Services Agreement, that's, that's a new one (1).

Clerk Perry: That is a new one (1).

Roger Emmons: We tried at the end of 2017 and proposed for last year, but it didn't go. It didn't happen.

Clerk Perry: And I had asked, I'm sure Mr. Whelan had something else, cause this actually started with our former IT person. I don't; I've read that agreement and it's like Chinese to me. So, I don't, I don't know what the purpose in it is.

Roger Emmons: Yeah.

Clerk Perry: I can tell you the charge for that agreement is five hundred and seventy-five dollars ($575.00) a year which is not something that I expected to be coming out of my budget.

Commissioner Saylor: Patty, have you spoke to Guy about it?

Clerk Perry: Yes, Sir.

Commissioner Saylor: And does he...?

Clerk Perry: And he has a copy of it as well.

Commissioner Saylor: And is he in agreement that we need this whatever, whatever it is?

Clerk Perry: He did not give me any inclination as to what his thoughts were on it. And he has a copy of it to read it. My concern is, because it was addressed, it was initiated from our former IT person, and I wanted to make sure that Guy was able to read between the lines on stuff. Although it's coming from our case management system which I trust them immensely, but I still, obviously it needs to be read very carefully. I didn't have anything to compare it to. I pulled up some old emails I had, but I had not received a copy of the Disaster.

Commissioner Saylor: And what is the total price of the, cost of the agreement? Is it five hundred dollars ($500.00), did you say?

Clerk Perry: Five hundred seventy-five dollars ($575.00).

Roger Emmons: Which she said that's what they're doing here, it's important enough that she'd pay that out of her pocket.

Clerk Perry: Yeah.

Roger Emmons: But she's not going to.

Clerk Perry: Out of Mike's.

Commissioner Phillippe: What purpose does it serve?

Clerk Perry: Honestly, I don't know. I read it. Do you have a copy of it?

Todd Glass: It says CSI's responsibility includes Cloud backup.

Roger Emmons: It's Cloud backup.

Todd Glass: Local backup.

Commissioner Phillippe: So, it's what I thought it was.

Todd Glass: License and software maintenance. Draw services, whatever that is.

Commissioner Phillippe: Sounds to me...

Todd Glass: Encryption of data and images, monitoring and testing, Cloud access.

Commissioner Johnson: Data storage.

Roger Emmons: Yeah, I mean if we have an earthquake, tornado, whatever. If that's in place, (inaudible)...

Commissioner Phillippe: Your data's backed up.

Roger Emmons: Back it up, recover it.

Todd Glass: As far as the contract is concerned, it's in order.

Commissioner Phillippe: It's disaster recovery as a service. So in the event of a disaster, all your data is protected essentially.

Todd Glass: Yes.

Clerk Perry: Which is very important right now.

Commissioner Phillippe: Yeah, so for five hundred seventy-five dollars ($575.00) all of the data's protected.

Clerk Perry: Yes. Especially with our e-filing. Because we are going paperless. All of our files are now being scanned and we don't actually have any hard copies of any files. Well, we do. It's going to take us years and years and years to...

Commissioner Saylor: Okay. Do I have a motion? Or do we...?

Commissioner Johnson: Do we need to do these separately?

Roger Emmons: Yeah.

Todd Glass: You could take, do them separate or as a group.

Commissioner Phillippe: (Inaudible).

Todd Glass: Well, you've got four (4) contracts that she's proposing you approve that the Clerk's Office enters into. The Infinity Voting System Maintenance Agreement. That's just similar to the ones we've had in the past.

Clerk Perry: Actually, Infinity or MicroVote, that's a different company.

Todd Glass: Is Infinity different?

Clerk Perry: MicroVote, Infinity, it's the same company.

Todd Glass: Okay.

Clerk Perry: They're different than CSI.

Todd Glass: Correct.

Roger Emmons: Right.

Clerk Perry: Okay.

Todd Glass: It's one (1) of the contracts which is in order. Then the 2019 CSI Disaster Recovery Service Contract we were just discussing. Correct?

Clerk Perry: Yes, Sir.

Todd Glass: Then, then there's the 2019 Annual System Support Agreement, and then the Hardware Maintenance Agreement.

Clerk Perry: Are you looking at this one (1)? Mr. Glass?

Todd Glass: Yes.

Clerk Perry: Now this has decreased by one thousand four hundred and seven dollars ($1,407.00).

Commissioner Saylor: Which one (1) is that Patty?

Commissioner Saylor: Is that the Hardware Agreement?

Clerk Perry: Hardware List, yes, Sir.

Commissioner Saylor: Okay.

Roger Emmons: It says twelve thousand and thirty-four dollars ($12,034.00) for that Maintenance Agreement.

Clerk Perry: However, on the invoice itself, it says twelve thousand twenty-eight dollars ($12,028.00).

Roger Emmons: Yeah, I saw that.

Clerk Perry: And the lady that I am dealing with at CSI has been out for an extended period of time due to illness.

Commissioner Saylor: Well, if it says twelve thousand twenty-eight ($12,028.00) on the invoice, I think that's what we need to approve. Okay?

Clerk Perry: Okay.

Commissioner Saylor: So, what about the, did you already cover the Annual Imaging/Loaner Support Agreement?

Commissioner Johnson: That was that.

Commissioner Saylor: That was that? No, that was the Hardware Maintenance Agreement, I thought.

Clerk Perry: Hardware Maintenance Agreement and then we have the Database Maintenance Agreement. Which one (1) are you looking at, Mr. Saylor?

Commissioner Saylor: Well, I'm not looking at any of the agreements. I'm looking at what's been put on the agenda. And it says 2019 Annual System Support Agreement, Annual Imaging/Loaner Support, is that what you're...?

Clerk Perry: That is this. The Maintenance Agreement.

Commissioner Johnson: That's the one (1) we just went through.

Roger Emmons: When you...

Clerk Perry: The 2019 Voting System Annual Maintenance; that's through Infinity and MicroVote.

Commissioner Saylor: Okay.

Roger Emmons: That's twelve thousand ($12,000.00)?

Clerk Perry: Yes, Sir.

Roger Emmons: Who pays that?

Clerk Perry: We.

Roger Emmons: Your office?

Clerk Perry: My office.

Roger Emmons: Okay. When you brought these over, all I had was three (3). It shows four (4) on the agenda and I've just got, I've got the MicroVote for twelve thousand ($12,000.00). I've got the Maintenance Agreement, which is Hardware, it says twelve thousand thirty-four ($12,034.00)...

Clerk Perry: Can you show me what that one (1) looks like?

Commissioner Johnson: Can you step up here?

Clerk Perry: Absolutely. I'm going to bring all of my agreements with me.

Commissioner Phillippe: (Inaudible) same.

Commissioner Johnson: That's what I'm (Inaudible).

Commissioner Saylor: Yeah.

Roger Emmons: (Inaudible) three (3) you dropped off in the file.

Clerk Perry: MicroVote, the Maintenance Agreement...

Roger Emmons: The Disaster (inaudible), okay...

Clerk Perry: Disaster, Maintenance, twelve thousand thirty-four ($12,034.00).

Roger Emmons: Yeah.

Clerk Perry: Database Maintenance Agreement...

Roger Emmons: I don't have that. You didn't give me that. So, I didn't, they need to see a copy.

Clerk Perry: Well, I do apologize.

Roger Emmons: That's okay.

Clerk Perry: No, it's not okay. I'm sorry.

Roger Emmons: No, I mean it's a one (1) page agreement.

Clerk Perry: It's one (1) page. It's, nothing's changed on it cost wise. It's line for line verbatim. I compared it with our last year's agreement.

Roger Emmons: And this one's two thousand eight hundred and fifty ($2,850.00). Which went up six hundred dollars ($600.00).

Clerk Perry: That's correct. And the reason for that is because we had to add new licenses to the Courts, Probation Department...Probation Department, Courts, and then an additional license down in our office. So we had, when we went to e-filing, we had to make sure that everybody had access to the e-filing folders.

Commissioner Saylor: And what, what...

Todd Glass: I have all four (4). Whoever sent me these, I have all four (4).

Commissioner Saylor: You have all four (4)?

Clerk Perry: You have all four (4)?

Todd Glass: Plus a string of emails to ask a lawyer, which I object to.

Roger Emmons: Yeah, I saw that.

Todd Glass: Other than that, everything is in order.

Clerk Perry: Which one (1) was that one (1)? Did I talk ugly about you?

Todd Glass: No, I don't think it was, I don't think it was you.

Roger Emmons: The Infinity Voting Annual Maintenance Agreement.

Commissioner Saylor: So what's the Data Maintenance Agreement, e-filing, what's that amount?

Clerk Perry: The amount on that is two thousand eight hundred and fifty dollars ($2,850.00). But it's, it's increased by six hundred dollars ($600.00).

Roger Emmons: Is that the third one (1)? That's number three (3)?

Clerk Perry: That is...

Commissioner Saylor: That includes the increase, Patty?

Roger Emmons: Yes.

Clerk Perry: Yes, Sir.

Commissioner Saylor: Okay. Okay, so we've got four (4) agreements. Twelve thousand ($12,000.00) on the MicroVote, Disaster Recovery for five-seventy-five ($575.00), Database Maintenance Agreement/E-filing for twenty-eight-fifty ($2,850.00), and a Hardware Maintenance Agreement for twelve thousand twenty-eight dollars ($12,028.00) per what we're invoiced.

Clerk Perry: Right.

Commissioner Saylor: Is that it?

Clerk Perry: Yes, Sir.

Commissioner Saylor: Do I have a motion?

Commissioner Phillippe: I make a motion.

Clerk Perry: Can I, is this the time to bring something else up?

Commissioner Saylor: No. Do I have a second?

Clerk Perry: Sorry.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Clerk Perry: (Inaudible).

Commissioner Johnson: (Inaudible).

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

Clerk Perry: At the end then?

Commissioner Saylor: Now, Mrs. Perry. What else do you have?

(MicroVote Agreement is Located on Page 51 of these Official Minutes)

(CSI Disaster Recovery Agreement, Annual System Support, and Hardware Agreement are Located on Pages 51 through 54 of these Official Minutes)

DISCUSSION ON UPDATES TO THE VOTING MACHINES AND STATE BILL 570

Clerk Perry: We have, we have been in contact with our voting system, MicroVote. And they have advised me and also sent me, I wanted to make sure that everyone had a heads up on this, that by 2020, we need to update our voting machines. If they don't, they will not be responsible if they crash.

Commissioner Phillippe: Is that hardware or software?

Commissioner Johnson: Software.

Clerk Perry: It's everything in the voting equipment. Every, each suitcase.

Roger Emmons: By 2021?

Clerk Perry: 2020.

Roger Emmons: Oh, next year.

Commissioner Saylor: 2020.

Clerk Perry: It doesn't take that long to have them updated. I would really rather Steve Shamo with MicroVote, he owns the company, to come to make his presentation on this. But it, it's something that has to be done. I've looked and researched other Counties. We're one (1) of maybe three (3), if I can remember my numbers, that are still on the 3.1.0 System. Everyone else has been moved up to the 4.1.0 System.

Commissioner Johnson: So this update, is it going to bring us current? Or is it just the next; is it going to bring...?

Clerk Perry: It's going to bring us current.

Commissioner Johnson: Is it going to take you to 4.0?

Clerk Perry: They'll take it to 4.1.0, which is what the majority of the Counties, the Counties that have the Microvote. There are approximately two (2) that are one (1) higher step up than that in the year 5.1's.

Commissioner Johnson: Well, why wouldn't we go to the next higher step so you don't have to do it next year?

Clerk Perry: Well, that's, to update this voting equipment, it's two hundred eighty-five thousand dollars ($285,000.00).

Commissioner Johnson: Well, that's a good point.

Commissioner Saylor: So, but what, on, on Bob's point, and maybe he needs to come in, cause we're spending that kind of money. We need to have you know, the correct answers, but to me if it costs two hundred and eighty-five thousand ($285,000.00) for 4.1.0, is he going to come here in two (2) years and we need to be to 5.1.0 for another two-eighty-five ($285,000.00). Why can't we just upgrade to two-eighty-five ($285,000.00) and what's that cost? Is it going to be five hundred and seventy thousand dollars ($570,000.00)?

Clerk Perry: Well, there is also a State Bill that's not actually passed yet, State Bill 570, where they're requiring us to have extra precautions concerning cyber security. Like I said, the Bill has not been passed yet.

Commissioner Johnson: It's a State Bill?

Clerk Perry: Yes. And they, the approximate cost on that is fifteen hundred dollars ($1,500.00) per machine. And we have, the Clerks are going crazy. If you could see my emails.

Commissioner Saylor: How many machines do we have?

Clerk Perry: Approximately a hundred and eighty-five (185).

Commissioner Saylor: And that's in addition to the 5.1.0? So, I mean you're telling me if a 4.1.0 costs two hundred eighty-five ($285,000.00), I would assume that a 5.1.0 is in the same...and then another hundred and eighty-five (185) machines. How many other Counties are using this MicroVote?

Clerk Perry: We're, I just had...

Commissioner Saylor: That's two hundred seventy-seven thousand dollars ($277,000.00).

Clerk Perry: It'll, it'll be more than that. Two-seventy-seven ($277,000.00) to, for the, are you talking the 4.1.0 upgrade?

Commissioner Saylor: No, the one (1) that you said cost fifteen hundred ($1,500.00) a machine...

Clerk Perry: Yes.

Commissioner Saylor: Times a hundred and eighty-five (185) machines. That's two hundred seventy-seven thousand five hundred five dollars ($277,505.00).

Commissioner Phillippe: Can we ask them what their software roadmap looks like? Cause it might be built in to the next step up.

Commissioner Saylor: Yeah, yeah, so you're saying he would, he would like to come here and talk to us?

Clerk Perry: Oh, absolutely.

Commissioner Saylor: Well, yeah, absolutely.

Clerk Perry: Yeah, you'll, please.

Commissioner Saylor: So this is, this is for our information?

Clerk Perry: I, I just, I'm here, I wanted to give you a heads up with what's coming out and what we're getting. And I was in a class all day and this S.B. 570 is, people are really beside themselves.

Commissioner Saylor: Might have to go back to paper. It's expensive.

Clerk Perry: You know what, and I'll say, Mr. Saylor, we've had several Clerks that have suggested that, to going back to paper.

Commissioner Saylor: Well, I mean this is, this is kind of pricey. I mean I take voting very seriously, but woo. Anyway, okay.

Clerk Perry: Well, the machines were actually purchased back when Shannon Weisheit was here. And I'm sorry, I don't know what year that was. And as far as I know, I dug back as far as I could, they've not been upgraded. He said that we're, no, he said that we're good through the municipal election. That it has to be done before the 2020.

Commissioner Johnson: I would be very curious to see if it does include, that the software update does include that cyber-security.

Clerk Perry: That's only if that bill goes through. We don't know if it's going to go through or not.

Commissioner Saylor: You think that bill's more of a compliance, making sure everyone's in compliance?

Clerk Perry: Yes, Sir.

Commissioner Saylor: I tend to agree with what you just said. It's probably, it's probably going to be in there. Or hope?

Commissioner Johnson: Well, let's (inaudible)...

Commissioner Saylor: I think we, I think we need to get some more answers on that. I mean, we appreciate you bringing the information, but yeah, that's cause, you're talking serious dollars here. So, we need to definitely more answers on that. And it'd probably be better sooner than later. So, alright. Thank you.

Clerk Perry: You're welcome. Sorry to bring bad news.

Commissioner Saylor: Yeah.

Roger Emmons: And the original contracts are with Todd for what you've done, for signature?

Commissioner Saylor: Alright. Patty, yeah, you can just give those to Roger.

Clerk Perry: I'll just give it to Roger.

Commissioner Saylor: Yeah.

COUNTY ENGINEER/HIGHWAY

Commissioner Saylor: Alright. Next item on the agenda is our County Highway and Engineer. I think Bobby Howard's out, so Steve Sherwood will be filling in.

Steve Sherwood: Steve Sherwood, Assistant Engineer reporting for Bobby who could not attend the meeting. The only business we have to bring before the Board was, I believe, tabled from last meeting is Solid Waste Management District's request for a truck. They had a specific truck in mind. I was told to respond, Bobby's comments were, he was told that the buy, whatever, they would have to buy the truck; so basically the Board would have to rule on that. He thought about maybe sell them the truck he was going to transfer to Mike Clark, and give Mike Clark Jack's old pickup truck. But, I believe you got some comments from Marlin?

Commissioner Saylor: Yeah, Marlin said that the, that they would, we would be better served by getting the short bed that used to be District 2's Foreman and transfer that. I think the truck that he was wanting to give to Mike or give to us to use for Mike Clark because it's not, it's not, the appearance of that is not very good. And I think Solid Waste, what do

Commissioner Johnson: They're just going to use it to drive around the yard. So, it would be better suited out there.

Commissioner Saylor: It would be better suited out there. We really wouldn't want it sitting out on a public...

Commissioner Johnson: (Inaudible).

Roger Emmons: Is that a Silverado or a different vehicle?

Commissioner Saylor: No, I don't think it's a Silverado.

Commissioner Johnson: It's a short term use cause they're going to buy one (1) anyway.

Steve Sherwood: Jack's truck was a Ford, I believe.

Commissioner Johnson: Yeah, it was.

Steve Sherwood: And Larry's is the short bed. Correct?

Commissioner Saylor: Right. Correct.

Commissioner Johnson: So this is just going to be a loan for a very short time?

Todd Glass: A loan?

Commissioner Johnson: Yeah.

Roger Emmons: I think I mentioned, the reason I mentioned the Silverado had to do with Marlin's recommendation brought up by Jack Barclay for the 2002 Silverado. I've got the VIN number and it's old Number 413 with the way Highway numbers their vehicles. Highway to Solid Waste, I don't know.

Todd Glass: It's probably not a highly valuable truck, right?

Commissioner Saylor: No, it's not.

Commissioner Johnson: It's not.

Todd Glass: Wouldn't we want to just transfer title for whatever the salvage value of it is?

Commissioner Johnson: We can.

Todd Glass: A few hundred dollars. Somebody determine what the value of it is.

Commissioner Johnson: You couldn't sell that truck for seven hundred dollars ($700.00).

Todd Glass: Yeah, but it needs to be transferred to, since Solid Waste is a different legal entity than the County, you just probably need to sell it for its value whatever the value is.

Commissioner Johnson: Let's just transfer.

Todd Glass: Yeah, so that would, I would recommend that would be the motion.

Commissioner Johnson: Make a motion to transfer the 1972 truck to, from Highway to Solid Waste.

Todd Glass: For value.

Commissioner Johnson: For value.

Commissioner Saylor: For the value.

Commissioner Phillippe: I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Steve Sherwood: That's all that I have to report.

Commissioner Saylor: Thank you, Steve.

Steve Sherwood: Thank you.

Commissioner Saylor: Sorry, I'm making notes.

COUNTY PURCHASING
FUEL CONTRACT BIDS – AWARD TO WABASH VALLEY

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

Joe Grassman: Excuse me. Joe Grassman, Purchasing Manager.

Commissioner Saylor: Hi, Joe.

Joe Grassman: How you doing? I just have one (1) item. The item was tabled from last meeting. That would be the award of the fuel contract, the award of the County's fuel contract for 2019 through 2020. It will start on April 1st and go through March 31st of 2020. It's a one (1) year term. I'm going to make a recommendation. You can do what you want. But this is going to be my recommendation to the Board. It's pursuant to Indiana Code 5-22-7-8, which basically just says that this contract should be awarded to the lowest responsible, responsive bidder. I would add to that, the bid that would be in the best interest of the County for the term of the contract. That being said, my recommendation is to award the County's fuel contract to the lowest, responsible and responsive bidder of the flex pricing for the three (3) fuels that we purchase from our vendor, vendors, which would be gasoline and on-road diesel and off-road diesel. So that being said, the lowest responsible, responsive bidder at a flex price for gasoline was Wabash Valley Services at a dollar thirty-one ($1.31) per gallon. The lowest responsible, responsive bid for the on-road diesel again for flex price was again offered by Wabash Valley Services at one dollar six point...one point six-eight-six-one ($1.6861). And finally the lowest price for the off-road diesel and the lowest flex price offered again was from Wabash Valley Services at one point six-eight-nine-nine ($1.6899) per gallon.

Commissioner Johnson: Could you repeat that number, Joe?

Joe Grassman: Yes. One point six-eight-nine-nine ($1.6899).

Commissioner Johnson: Thank you.

Commissioner Saylor: Alright.

Commissioner Johnson: I make a motion to go with, on Mr. Grassman's recommendation, to go with the lowest cost, responsible bidder which is Wabash Valley.

Commissioner Phillippe: I will second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: (Inaudible).

Commissioner Saylor: Motion carries three, zero (3-0). Thank you, Joe, appreciate your work on that.

Commissioner Johnson: Thanks, Joe.

Joe Grassman: Thank you.

Commissioner Saylor: Thank you.

(Wabash Valley Contract is Located on Pages 44 through 50 of these Official Minutes)

COUNTY SHERIFF

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

Sheriff Wilder: Nothing.

Commissioner Saylor: You have nothing? Okay.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: Next item on the agenda is Commissioner Phillippe?

Commissioner Phillippe: Nothing.

Commissioner Saylor: Commissioner...?

Commissioner Johnson: Go ahead. I don't have anything to add.

Commissioner Saylor: Okay.

Commissioner Johnson: But we have these (inaudible) back there to talk to (inaudible) Scales.

AUDITOR CONTINUED
NON-CERTIFIED CLAIMS

Auditor Stevens: May I interject something?

Commissioner Saylor: Oh, yeah.

Auditor Stevens: I missed a Non-Certified, Menard's charge card, thirty-five dollars and forty-four cents ($35.44). And this was copied to you all. I'm sorry.

Auditor Stevens: So, I need to back up.

Roger Emmons: A Non-certified Claim?

Commissioner Saylor: Yeah.

Auditor Stevens: Non-Certified. Menard's charge card, thirty-five-forty-four ($35.44).

Commissioner Saylor: What department?

Auditor Stevens: For Storm Water.

Commissioner Johnson: For what?

Auditor Stevens: What was the Claim for? Thirty-five dollars and forty-four cents ($35.44).

Commissioner Johnson: No, I understand that. What's the...?

Auditor Stevens: It just, it contains an item on here of Fabreze, personal use item.

Steve Sherwood: I think Sam went and bought some cleaner and deodorant for the Storm Water restroom.

Commissioner Saylor: Do I have a motion?

Commissioner Phillippe: Make a motion to pay that Claim.

Commissioner Johnson: I 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. Sorry, I missed that earlier. Thanks.

Commissioner Saylor: That's okay, Debbie. And I have nothing.

(Non-Certified Claims are Located on Page 50 of these Official Minutes)

BOONVILLE BIKE CLUB – CONTINUED DISCUSSION BRAD SCALES AND NATHAN MOMINEE

Commissioner Saylor: So we have one (1) other thing. Brad Scales, come on up.

Roger Emmons: Mr. President, Nathan Mominee is, is with Brad.

Commissioner Saylor: Come on up.

Roger Emmons: He's also involved with the Trailheads Group.

Brad Scales: Good evening, Brad Scales with Trailheads.

Commissioner Saylor: Hi, Brad.

Nathan Mominee: Nathan Mominee, also with Trailheads of Indiana.

Commissioner Saylor: Okay.

Brad Scales: Roger, did you get them copies of the...?

Roger Emmons: Yes.

Brad Scales: Great.

Roger Emmons: Well, they, you sent them the email that had the link. So, I haven't had time, printed out your PowerPoint presentation.

Brad Scales: Great.

Roger Emmons: With the maps and everything.

Commissioner Phillippe: Do you have anything?

Commissioner Saylor: No, I don't. I don't have that.

Commissioner Johnson: Thank you.

Roger Emmons: I appreciate you bringing that. I think I told you that Brad and Nate met with me Friday, this afternoon, and gave me a thumbnail sketch of this and they stated that a letter of partnership would be their ultimate goal to get from the Commissioners. But perhaps a letter, just a letter of support initially would be a good thing as well. So, I'll turn it over to Brad and Nate.

Brad Scales: Essentially it's ninety million dollars ($90,000,000.00) the DNR is in control of, the recreational portion of the DNR. And they're looking at a four (4) year program of Grants to distribute Statewide. And they have a two million dollar ($2,000,000.00) cap on projects for locally significant projects and they have a five million dollar ($5,000,000.00) cap on regional significant projects. The State-Wide Trail Division passes directly through Boonville and heads east towards Lincoln City. And we, we've actually in the past explored a potential group that honors Lincoln's historic walks to Boonville from Boonville to Lincoln State Park. And so you know with, we have essentially two (2) projects here. A regionally significant project at the Lincoln-Brackenridge Trail connecting Boonville with Lincoln State Park and then we have a locally significant project that gets from the west Trailhead out in the Industrial Park to Scales Lake Park; what we're calling the east side of town there. And we have, you know, a variety of types of trails with shared use roadways and signs along the highway and some historical signage for the Lincoln, what we're calling the Lincoln-Brackenridge Trail. We also have some plans for protected bike lanes; so paint signage along with something to protect riders from traffic. And in addition to a separated trail that is to be completely separate from the roadway. It's a, as I said, it's in with the State-Wide vision and we feel that these two (2) projects would have a very high chance of being funded through this grant program. I also have copies that each of you have of a cover letter, letters of intent, and a memorandum addressing the potential of enforcing eminent domain as a last resort in, in this case.

Roger Emmons: The one (1) thing I told Brad and Nathan was the Commissioners were going to have to know exactly what is entailed by a letter of partnership. What's the County's obligation in this? I told him that, you know, condemnation proceedings would not be a favored thing for the Commissioners to have to do. So, if they needed an easement from, from a property owner, they would first approach and you know, try to negotiate that just to see if you could donate it, some would donate, or purchase. You're probably not going to get a lot of right-of-way. But I can tell you this Board or any Board of Commissioners, they don't like eminent domain cases.

Commissioner Saylor: Brad, have you worked with Warrick Trails at all? I mean are you, obviously got to be familiar with that group. Have you worked with them?

Brad Scales: We, we've been in consistent contact with Steve Roelle and Steve has actually asked us for some sort of master plan for Boonville. And I know they've worked hard on Newburgh, putting together a plan there.

Commissioner Saylor: Yeah.

Brad Scales: And we've actually supplied one (1) in the past and that one (1) has been, that one (1) has been, it's been pushed aside, I believe. And we've actually updated. We feel like we have, in there is a color copy of a, what we would consider a really good comprehensive trails plan for the City of Boonville. You know, and the trails that we have in this project fit in with that as well. Terry had mentioned that, you know, going through downtown would be a great idea for the west-east connection for the, for the trail. And I incorporated that in with, with the project there as Option A. And we also have an Option B that we had presented earlier that would be more of a northern route to take from the east side…from the west side of town to the east side of town.

Commissioner Saylor: Well, the reason why I asked if, if, I'm glad you have a relationship with Steve and in communication with him. You know he is our new Economic Development, Development Director. And I think they just appointed a new, new Director to their Pathways. Now, I can't think of her name right off hand. But I don't think they've had eminent domain exercised, eminent on any of theirs. So obviously they're doing something right. Because Roger is correct. We would, that's number one (1), expensive to do and, and we would, we would rather not have to do that. And so they've been very successful in working with, you know, the people they, the property that they go on and, and have to get. So, I would encourage you to work with Steve and his group and…

Nathan Mominee: Yeah, we're going for the low maintenance and the path of least resistance as far as this goes impacting the least amount of property owners and really looking for the large land managers. Which in this case is the City and the County. And then trying to utilize the properties that they own to create this connectivity. Because, connectivity is one (1) of the main methods that the Grant favors. So, there is an eighty-twenty (80%/20%) matching required donations and volunteer work. But Steve had mentioned to me in the past that if I did have a project, you know, in Boonville, they were interested in kind of branching out this way. So, I thought that would be a good opportunity for partnership.

Commissioner Saylor: Absolutely.

Nathan Mominee: I know they've done a really good job raising private funds and, you know, and here we are, we get an opportunity for some public funds.

Commissioner Phillippe: So is this, Roger may have clarified something for me there, is it a letter of support or is it a letter of partnership?

Nathan Mominee: Well, we have an application due on the 15th of February. So we're looking for the least obligatory to you guys in the short term. Just to give our first application some strength that, yeah, the County's behind us on this but we're not asking you to say that you're going enforce eminent domain on our route if that's required. We just want, you know, basically your support saying that we think this is a good idea and it's coming though property we can control and support it.

Commissioner Saylor: And is our, Counselor, have you, do you have a copy of that letter?

Todd Glass: Is that one (1) of these letters?

Commissioner Saylor: Does it…?

Commissioner Saylor: So, I guess my advice to you is, is, if you want us to sign…

Roger Emmons: (Inaudible).

Commissioner Saylor: What was that, Roger?

Roger Emmons: I was just saying I didn't have a copy.

Commissioner Saylor: Oh.

Nathan Mominee: Brad, Brad sent a link. I think they generated that after our last workshop with the DNR. There were some questions about that.

Commissioner Saylor: So that's the letter you would want us to sign?

Todd Glass: No, no this would not be a letter of intent. This is suggested letters reaching out to property owners to give or donate.

Commissioner Saylor: Samples.

Todd Glass: But if the Board authorizes, we could easily come up with a letter of support for the application you're getting ready to submit.

Nathan Mominee: Okay.

Commissioner Saylor: Okay.

Nathan Mominee: That's really, I think, our big ask, our main ask at this point. As things proceed, there may be opportunities to go further.

Commissioner Saylor: For our first step is a letter of support. I don't, I don't think we'd have, none of us would have a problem with that and we want to support this trail and connectivity is very important to, to this group of Commissioners. So…

Nathan Mominee: The City and the County are actually pretty close, you know, they kind of overlap on the east and west side of town here. So I think there'd be some kind of working in concert with the City to make all that happen. When we met with the Mayor, he said just make sure you talk to the County and we're all on the same page.

Commissioner Saylor: I don't, I don't see a problem with the letter of support.

Unknown: (Inaudible) City.

Commissioner Johnson: That's…

Roger Emmons: We can draft that, you know, with maybe input from you guys and probably you should be signing by all three (3) members of the Board.

Nathan Mominee: Brad's got a really good route for that east-west connector. And then the Lincoln-Brackenridge is mainly all going to be in County right-of-ways. So, we're not asking for easements on that scope (inaudible).

Todd Glass: Yeah, that, that will require a lot more discussion. Then is the City providing a letter of support?

Nathan Mominee: They were asking for an example also. You know, I'm not sure who the City's attorney is. But…

Roger Emmons: Mark Phillips. But you know, it's something, a letter of support is easy to write.

Nathan Mominee: Yeah, they probably wouldn't mind copying off of yours.

Todd Glass: Why don't you let us do it; we can get it done.

Nathan Mominee: We appreciate that.

Commissioner Phillippe: Have you guys had your meetings in Spencer County yet?

Nathan Mominee: Not yet.

Commissioner Phillippe: If you need any help, let me know.

Nathan Mominee: Awesome. Thank you.

Unknown: Deadline's February 15th.

Roger Emmons: Yeah, we can get it before your deadline.

Nathan Mominee: We're trying to, you know, look at all the different, it's a lot of money and you know, we want to represent our little neck of the woods (inaudible).

Commissioner Saylor: And Steve, did I overhear you, in your route and map, you probably need to get with your office to make sure…

Steve Sherwood: Bobby's gonna want to see the routes; see if right-of-way is available through the County roads he's referring to in Warrick County. At some point that will happen.

Commissioner Saylor: Yeah, so, you guys need to get with our Highway Engineer.

Steve Sherwood: Right now they're looking for support.

Commissioner Saylor: Right.

Steve Sherwood: I don't think they're asking for any type of plans yet at this point.

Commissioner Saylor: But eventually.

Steve Sherwood: But eventually, yes.

Commissioner Saylor: You'll need to…

Steve Sherwood: It will be similar to what we did with the Trail Group.

Nathan Mominee: And then State and Federal money (inaudible) for that Lincoln Brackenridge, so that, the scope of that may increase you know with more of an established route.

Commissioner Saylor: Good deal. Alright.

Nathan Mominee: Thank you.

Commissioner Saylor: Thank you, both. Good luck.

Steve Sherwood: Appreciate it.

(Letter of Support is Located on Page 50 of these Official Minutes)

ADJOURNMENT

Commissioner Saylor: So with, you didn't have anything? Terry didn't have anything. I need a motion.

Commissioner Phillippe: Motion to adjourn.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 5:08 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

Dan Saylor

DAN SAYLOR, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

TERRY PHILLIPPE, MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

Western Governors University
4001 South 700 East, Suite 700, SLC, UT 84107

Memorandum of Understanding

This Memorandum of Understanding ("MOU"), effective on the date of the last signature shown below ("Effective Date"), is made between **Western Governors University** ("University") and Warrick County Health Dept. ("Host Agency").

University has an accredited B.S. Nursing program.

The parties agree as follows:

- Host Agency will accept BSN Nursing Students for participation in a placement at Host Agency.
- University will plan and determine the adequacy of the educational experience of the students and shall assign to Host Agency only those students who have satisfactorily completed the prerequisite didactic portions of University's curriculum.
- University will retain ultimate responsibility for the education and assessment of its students.
- University will advise all students assigned to Host Agency facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience.
- University will advise students that they are required to comply with Host Agency rules, regulations, and procedures.
- University warrants and represents that it provides occurrence-based professional and commercial general liability insurance for its students and employees with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate. Upon request, Host Agency will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
- Host Agency has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur.
- Host Agency will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction.
- Host Agency staff will, upon request, assist University in the evaluation of the learning and performance of participating students by completing evaluation forms provided by University and returned to University in a timely fashion.
- Host Agency agrees to comply with applicable state and federal workplace safety laws and regulations.
- Host Agency shall identify a preceptor from among its staff who will provide supervision of assigned students and communicate and cooperate with University's representative to ensure faculty and student access to appropriate resources for the training experience.
- Host Agency acknowledges that educational records related to the participating Student are confidential and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and shall limit access to only those employees or agents with a need to know.

- University and Host Agency will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.
- Nothing in this MOU is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties.
- This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at Host Agency will be permitted to complete any previously scheduled assignment at Host Agency.

Page | 2

Approved & Agreed

UNIVERSITY	HOST AGENCY
Signature:	Signature:
Name: Daren Upham	Name: Aaron Frantz
Title: VP Academic Operations, College of Health Professions	Title: Administrator
Date:	Date: 2-8-19

University Notice Address:
Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107
Attn: General Counsel

Host Agency Notice Address:

WARRICK CO HEALTH DEPT.
COURTHOUSE
107 W LOCUST SUITE 107
NURSING DIVISION
BOONVILLE, IN 47601-1594

WGU

EDUCATION AFFILIATION AGREEMENT
(AAMC Model Agreement)

This Education Affiliation Agreement ("Agreement"), effective on the date of the last signature shown below ("Effective Date"), is made between Western Governors University ("University") and Warrick Co. Health Dept ("Host Agency").

Recitals

Whereas, University has accredited masters and baccalaureate completion degree nursing programs, and an accredited baccalaureate degree health information management program.

Whereas, health facilities, healthcare organizations, and community and/or public health centers are appropriate sites for applied learning experiences for students, and Host Agency agrees to accept students enrolled in the following programs at University (check all that apply):

- ☒ MSN Nursing
- ☒ RN to BSN Nursing
- ☒ Health Information Management

WHEREAS, students of University are to be provided with an applied learning experience within the Host Agency's practice setting under the supervision and direction of University faculty with the goal of developing the students' competence.

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for students of University.

WHEREAS, this Agreement is intended and shall be interpreted to meet University's accreditation standards related to affiliation agreements with affiliates which require at a minimum:

- Host Agency will provide student, and faculty if applicable, access to appropriate resources for student education.
- University is ultimately responsible for the education program, academic affairs, and the evaluation of students.
- University is primarily responsible for the appointment and assignment of faculty members with responsibility for student teaching.
- The shared responsibility of University and Host Agency for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

A. **Responsibilities of University**

1. University will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign

to Host Agency only those students who have satisfactorily completed the prerequisite didactic portions of University's curriculum.

2. University will retain ultimate responsibility for the education and evaluation of its students. University's representative for this Agreement shall be a faculty member appointed and assigned by University, who will be responsible for student teaching and evaluation provided pursuant to this Agreement.

Page | 2

3. University will advise all students assigned to Host Agency facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. University will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.

4. University will require all participating students to maintain health insurance and provide proof of health insurance to University. Host Agency may request the student provide proof of health insurance prior to beginning of the training experience.

5. University will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with University, except as such requirements are otherwise waived. If applicable, Host Agency shall notify the student of any requests for evidence of criminal background test or immunization. University will inform the student of his/her responsibility to provide evidence to Host Agency of any required criminal background checks or immunizations, when requested. Host Agency shall notify University of its requirements of an acceptable criminal background check and required immunizations. University will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to Host Agency's policies and practices, and that the cost of any such test will be paid by the student, if not Host Agency.

6. University will advise students that they are required to comply with Host Agency rules, regulations, and procedures.

7. If requested by Host Agency, University will provide instruction to Host Agency's staff with respect to University's expectations regarding evaluation of University's students at Host Agency.

8. University warrants and represents that it provides occurrence-based professional and commercial general liability insurance for its students with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate. University shall maintain and provide evidence of workers' compensation coverage as required by law. If requested by Host Agency, University shall provide a certificate of insurance demonstrating coverage for students completing training at Host Agency.

B. Responsibilities of Host Agency

1. Host Agency has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, Host Agency will provide students and faculty with access to appropriate resources for student education including: a) access to patients at Host Agency facilities in an appropriately supervised environment, as applicable, in which the students can complete University's curriculum; b) student security badges or other means of secure access to patient care areas, if necessary; c) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for students' personal items when at Host Agency; and f) access to call rooms, if necessary.

2. Host Agency will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Host Agency's facilities, students will have the status of trainees; are not to replace Host Agency staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the applied learning experience. Host Agency and its staff will provide such supervision of the applied learning experience as is reasonable and appropriate to the circumstances and to the student's level of training.

Page | 3

3. Host Agency staff will, upon request, assist University in the evaluation of the learning and performance of participating students by completing evaluation forms provided by University and returned to University in a timely fashion.

4. Host Agency will provide for the orientation of University's participating students as to Host Agency's rules, regulations, policies, and procedures.

5. Host Agency agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at Host Agency, Host Agency, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Host Agency's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Host Agency does not have the resources to provide such emergency care, Host Agency will refer such student to the nearest emergency facility. University will define, for its students, who bears financial responsibility for any charges generated.

6. To the extent Host Agency generates or maintains educational records related to the participating student, Host Agency agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Host Agency as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to University's records is required by Host Agency to carry out the program.

7. Upon request, Host Agency will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. Host Agency will provide written notification to University promptly if a claim arises involving a student. Host Agency and University agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

9. Host Agency will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. Host Agency will notify University's representative if such an action is required.

10. Host Agency shall identify a site coordinator from among its staff who will communicate and cooperate with University's representative to ensure faculty and student access to appropriate resources for the applied learning experience.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this Agreement and set forth in Exhibit A.

2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between University and Host Agency representatives to resolve any problems or develop any improvements in the operation of the applied learning experience.

Page | 4

3. University will provide qualified and competent individuals in adequate number for the instruction, evaluation, and supervision of students using University facilities. Host Agency will provide qualified and competent staff members in adequate number for the instruction and supervision of students using Host Agency facilities.

4. University and Host Agency will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. University, including its faculty, staff, and students, and Host Agency share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

6. Host Agency may immediately remove from the premises and retains the right to suspend or terminate any student's participation at Host Agency. Host Agency will immediately notify the appropriate office of University in writing if such an action is required and the reasons for such action. University may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. University will notify Host Agency if such action is required.

D. Term and Termination

This Agreement is effective upon execution by both parties and will continue indefinitely or until terminated. This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at Host Agency will be permitted to complete any previously scheduled assignment at Host Agency.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of Host Agency or University for any purpose. Students will not be entitled to receive any compensation from Host Agency or University or any benefits of employment from Host Agency or University, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Host Agency will not be required to purchase any form of insurance for the benefit or protection of any student of University.

F. Health Insurance Portability and Accountability Act

Students participating in the applied learning experience pursuant to this Agreement are members of Host Agency's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have

access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to Host Agency and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties

Page | 5

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

H. Assignment

This Agreement will not be assigned by either party without the prior written consent of the other.

I. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. For purposes of this Agreement, the exchange of executed copies by facsimile or scanned image shall be treated as originals.

J. No Special Damages

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

K. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated at the end of this Agreement.

L. No Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

M. Severability

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

N. Headlines

Headlines in this Agreement are for convenience only.

O. Entire Agreement

This Agreement contains the entire agreement of the parties as it relates to this subject matter and may be modified only by a written instrument properly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Page | 6

UNIVERSITY		HOST AGENCY	
By:		By:	
Name:	Daren Upham	Name:	Aaron Thurr
Title:	VP, Academic Operations College of Health Professions	Title:	Administrator
Date:		Date:	2-4-19

University Notice Address:
Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107
Attn: General Counsel

Host Agency Notice Address:

WARRICK CO HEALTH DEPT.
COURTHOUSE
107 W LOCUST SUITE 107
NURSING DIVISION
BOONVILLE, IN 47601-1594

Exhibit A

Program Coordination

The following are designated as the primary contacts to coordinate the academic and clinical aspects of the applied learning experience under the Agreement.

Page | 7

University

MSN: healthplacement@wgu.edu
RN to BSN: healthplacement@wgu.edu
Health Information Management: healthplacement@wgu.edu

Host Agency

WARRICK CO HEALTH DEPT.
COURTHOUSE
107 W LOCUST SUITE 107
NURSING DIVISION
BOONVILLE, IN 47601-1594

If Host Agency has multiple facilities covered under this Agreement, Host Agency will provide a list of facilities covered and a method for contacting the appropriate representative at each facility.

Harshaw Trane

OPTIMIZING FACILITIES FOR LIFE

Intelligent Services
Service Agreement

Warrick County Jail & Judicial Center
Boonville, IN 47601

January 4, 2019

Submitted by:
Sam Larcomb

The information contained within this proposal is proprietary and confidential. Reproduction and distribution is not permissible without prior and written approval of the Operations Manager.

Harshaw Trane

OPTIMIZING FACILITIES FOR LIFE

Facilities and Systems Included within this Service Agreement

Facility Location(s)	System Type(s)
Warrick Co Jail	Trane Controls, Motors, HVAC
Warrick Co Judicial Center	Trane Controls, Meters, HVAC

Service Agreement Options

Included if Checked	Support Services Description
X	Intelligent Services Consultation Reports
X	Intelligent Services Energy Performance
X	Intelligent Services Building Performance
	Intelligent Services Air Filtration Monitoring*
X	Intelligent Services Technical Support "Helpdesk" (8:00 AM to 5:00 PM EST)
X	Intelligent Services Critical Alarm Management
	Intelligent Services Optimization Implementation
	Mechanical Services
	Building Automation System (BAS) Service (ICS) with Security Check Up's
	Tracer SC+/ES/Ensemble Software Maintenance Plan
	Tracer TU Software Maintenance Plan
	Chemical Water Treatment services
	"Just-In-Time" Filtration Services
	Owner Training

*Intelligent Services Air Filtration Monitoring requires the acceptance of the "Just-In-Time" Filtration Services offering.

Harshaw Trane

OPTIMIZING FACILITIES FOR LIFE

SCHEDULE OF SERVICES

THE SERVICE COMPANY agrees to furnish services in accordance with the enclosed "Terms and Conditions". This AGREEMENT shall become valid only upon acceptance by CUSTOMER and by the SERVICE COMPANY. The effective date will be set by the Service Company and as described in the enclosed "Supplemental Terms and Conditions".

SCHEDULE OF SERVICES

Services	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Intelligent Services Consultations	CSL		CSL	

SERVICE LEGEND: CSL – CONSULTATION

ADDITIONS AND EXCEPTIONS

(1) This is a subscription service with a minimum term. Due to hardware and software investments by Harshaw Trane, clients who do not pay for setup costs in advance and cancel service prior to the full term will be charged a disconnection fee equivalent to the outstanding hardware and software costs. Please reference the set up cost reconciliation table located on the Pricing & Acceptance section of this agreement (if applicable).

(2) When utilizing pulse outputs for live energy monitoring, this pricing assumes that the client's utility provider will provide a pulse contact output for each meter to be monitored at no additional cost.

(3) Control monitoring services are limited to the existing data points available to Harshaw Trane via the client's building automation system. Unless specifically noted as included, this service program does not include the addition to or replacement of the existing control system.

(4) For services of non-Trane controls systems, Harshaw Trane's ability to access the data within the existing controls system may be limited due to proprietary access, licensing and availability of software servicing tools specific to the controls system.

(5) This service agreement assumes that the Client will provide to Harshaw Trane the following:
- Access to facilities for system setup and analysis as necessary
- Remote connection to the site data (preferably a site-to-site VPN connection). Remote connectivity requires service through a 3rd party Internet Service Provider (ISP). Client is solely responsible for entering into and maintaining any contract for service with an ISP. The ISP is not a party to this agreement.
- Network drops and IP addresses for Harshaw Trane's provided hardware
- A full year of prior year utility bills, or a release letter for Harshaw Trane to acquire this data directly from the utility provider.

(6) Intelligent Services is a program of data collection, analysis and recommended actions aimed at driving continuous improvement, risk mitigation, code compliance and optimization. Due to the complexity and sheer volume of managed data, there could be instances where not every performance issue is flagged and/or addressed by either Harshaw Trane or the client. Harshaw Trane is not responsible for damages or associated costs of system issues that may occur for any reason including, but not limited to, negligence of the client or Harshaw Trane to identify an issue, failures of hardware or software, 3rd party alarming notification services, network issues, or any other nature.

(7) This offering is subject to the attached Harshaw Trane terms and conditions and assumes the client agrees to the written and/or electronic terms of Connectivity. Harshaw Trane assumes the client complies with industry standard best practices for cyber security, including network segmentation, placing the building automation system behind firewalls, limiting network access to only appropriate personnel and implementing policies for secure password management.

(8) Cancellation Policy - This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by the Client, the Client shall pay to Harshaw Trane the balance of the Service Agreement Fee applicable to the then current 12 month period of the Term. For Intelligent Services agreements, the balance is calculated by dividing the annual fee by 12 and multiplying by the number of months that the agreement is active in that given 12 month period. For agreements set up to invoice start up costs in partial via monthly payments or multiple years, the Client shall be required to pay Harshaw Trane the outstanding set up costs, in full, at the time of the service agreement termination.

Harshaw Trane

OPTIMIZING FACILITIES FOR LIFE

PRICING & ACCEPTANCE

The service agreement term is 3 years.

Pricing for Multi-year Agreements

Includes Setup Costs	Year	Annual Price*	Quarterly Amount
	Year 1	$10,375	$2,593.75
	Year 2	$10,686	$2,671.50
	Year 3	$11,007	$2,751.75

*The annual payment option includes a 5% discount.
**Set Up Reconciliation Costs only apply in the event of early termination of a contract when set up costs are financed over a multi-year term of a service agreement.

CUSTOMER ACCEPTANCE:	SERVICE COMPANY ACCEPTANCE:
Signature Dan Saylor 1-28-19	Signature
Print Dan Saylor	Print
Title President, Warrick Co. Commissioners	Title
Acceptance Date	Acceptance Date
P.O. #: 22918	
Effective Date 2/1/2019	(Established by the Service Company)

The information contained within this proposal is proprietary and confidential. Reproduction and distribution is not permissible without prior and written approval of the Operations Manager.

Harshaw Trane

OPTIMIZING FACILITIES FOR LIFE

Description of Services

Harshaw Trane

OPTIMIZING FACILITIES FOR LIFE

INTELLIGENT SERVICES – DESCRIPTION OF SERVICE OFFERINGS

Intelligent Services is an internet powered consulting, diagnostic, and support service. Included services are noted on page 2 of this agreement.

(1) ENERGY PERFORMANCE
Intelligent Services includes the monitoring, trending and analysis of utility usage and electrical demand. The utility data is then processed by a software program that normalizes it for weather conditions, compares it against historical records and industry benchmarks to illustrate any changes in utility usage over similar time periods. Harshaw Trane will perform routine utility rate analysis to identify if the client is on the most advantageous, available rate structure(s). Harshaw Trane will report findings and recommend energy conservation measures during consultation sessions with the client.

(2) BUILDING PERFORMANCE
Intelligent Services will collect the available data from the Building Automation System to generate performance exception reports which are analyzed to identify poor performance, areas of risk and recommended solutions. Samples of monitored data may include, but are not limited to: pressures, temperatures, ventilation and system overrides.

(3) AIR FILTRATION MONITORING – not included
Intelligent Services provides real time performance monitoring of the filtration media in the HVAC system. Each filter type has a manufacturer assigned, pre-engineered pressure drop parameter that is used to indicate the optimal time to change the filter. Intelligent Services will collect air flow data from a selected sample of equipment on site to determine optimal filter change frequencies. The client will be notified by Trane when filter changes are needed. This program provides monitoring, trending and reporting when the filters need to be changed.

(4) TECHNICAL SUPPORT "HELPDESK"
Clients may contact the Intelligent Services Helpdesk by phone or email to ask for guidance and/or triage system issues during the Helpdesk's regular operating hours (8:00 a.m. to 5:00 p.m. Eastern Standard Time, Monday through Friday, except Holidays). Helpdesk services include remote assistance to clients to answer technical questions, triage call in system performance issues, and/or make minor adjustments to the client's control system. Minor adjustments include scheduling changes, override management, quick fixes to system issues and optimization that can be performed in 30 minutes or less over the phone.

Helpdesk Clarifications/Options:

- For afterhours support, clients may call 502-499-7000 to contact Harshaw Trane's afterhours, on call technician support. Afterhours support is considered billable outside the scope of the Helpdesk services.
- If a Helpdesk call exceeds the 30 minute time allotment, the call may continue at the client's discretion on a time and material basis. For clients that have purchased additional Optimization Implementation, ICS or additional "flex time" services from Harshaw Trane, the client may request that the Helpdesk technician charge time above and beyond the 30 minutes against the time allotment for these services.

Harshaw Trane OPTIMIZING FACILITIES FOR LIFE

(5) CRITICAL ALARM MANAGEMENT
Harshaw Trane will work with the client to manage alarms on an ongoing basis. This includes coordination with the building operations team to develop a set of alarm categories, parameters, and automated actions such as sending email and/or text messages from the client's existing building automation system 24/7. This service includes the ongoing remote review and optimization of the alarm management process established with the client to consistently balance the need for critical notification with the desire to minimize nuisances. The frequency of these reviews will align with the consultations. At any time, the client may call Harshaw Trane for support triaging a critical alarm or to make changes to alarm management. Calls outside of regular business hours will be routed to Harshaw Trane's on call technician and the client will be billed at the afterhours rate.

(6) CONSULTATION
Consultations are regular scheduled meetings between the client and Harshaw Trane to review the performance of the facility. Consultations may include, but are not limited to: summary performance reports, dollarization of performance, identified areas of inefficiency and/or risk, asset management planning, general facility management education and recommendations for continuous improvement and/or risk mitigation.

(7) OPTIMIZATION IMPLEMENTATION – not included
A mutually determined allotment of hours will be included to implement low cost optimization measures identified through the Intelligent Services analytics and consultation process. This option does not include any parts or material necessary to implement optimization measures and assumes work can and will be performed via remote connectivity during regular working hours, 8am-5pm EST, Monday-Friday (excluding holidays).

Harshaw Trane OPTIMIZING FACILITIES FOR LIFE

Harshaw Trane Terms and Conditions (Service)

The following "Terms and Conditions" are attached to and made a part of the Service Agreement ("Agreement") between the named Customer and Harshaw Trane.

Harshaw Trane's Services are furnished pursuant to and subject to the following terms and conditions, except for any Services that are the subject of a pre-existing valid written agreement currently in effect between Harshaw Trane and Customer, in which case such written agreement shall apply.

1. Acceptance. A Proposal or Agreement made upon these terms is subject to Customer acceptance in writing delivered to Harshaw Trane within thirty (30) days from the date hereof. If your order is an acceptance of a written Proposal on a form provided by Harshaw Trane, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Harshaw Trane's offer, subject to credit approval, to provide the services solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Harshaw Trane shall rely upon your silence as an acceptance of these terms and conditions and any performance will be pursuant hereto. Customer's acceptance of services by Harshaw Trane will in any event constitute an acceptance by Customer of these terms and conditions.
2. Term, Renewal, and Cancellation. The Initial Term of this Agreement shall be as stated in the "Pricing & Acceptance" section hereof. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to the Renewal Pricing Adjustment, upon Harshaw Trane's delivery to Customer of a service renewal letter at least forty-five (45) days in advance of the scheduled expiration date and Customer's failure to notify Harshaw Trane in writing no later than thirty (30) days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Harshaw Trane the balance of the Service Agreement Fee applicable to the then current 12 month period of the Term. The Service Agreement Fee is based on performance during regular business hours. (See "Pricing and Acceptance" section for additional details specific to Intelligent Services contracts.)
3. Renewal Pricing Adjustment. The Service Agreement Fee for an impending Renewal Term shall be the Current Service Agreement Fee (defined as the Service Agreement Fee for the Initial or Renewal Term immediately preceding the impending Renewal Term) adjusted by the following: (a) increase and/or decrease for additions and/or deletions to Scope of Services; (b) 25% of the Current Service Agreement Fee shall be adjusted based upon the calendar year change in the (i) U.S. Bureau of Labor Statistics Producer Price Index for selected commodity groupings (Metals and Metal Products) for Services performed in the United States; (c) 65% of the Current Service Agreement Fee shall be adjusted based upon the change in cost of labor; and (d) 10% of the Service Agreement Fee shall be adjusted based upon changes to Harshaw Trane services overhead costs, which include but are not limited to the cost of fuel, truck leasing, and office-related overhead factors. The Service Agreement Fee for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.
4. Payment and Taxes. Payment is due upon receipt of Harshaw Trane's invoice. Except as may otherwise be provided in the "Service Agreement Fee" section, annual Service Agreement Fee amounts shall be paid in advance of performance of the Services. Harshaw Trane reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Harshaw Trane may discontinue services whenever payment is overdue. In addition to the stated Service Agreement Fee, Customer shall pay all taxes not legally required to be paid by Harshaw Trane or, alternatively, shall provide Harshaw Trane with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Harshaw Trane in attempting to collect amounts due.
5. Termination. This Agreement may be terminated by either party upon a material breach by the other party of its obligations hereunder upon fourteen (14) calendar days prior written notice to the breaching party and the failure of the breaching party to cure the breach within such fourteen (14) day period. Notwithstanding any termination, Customer shall remain liable to Harshaw Trane for any amounts for services provided by Harshaw Trane and not then paid.
6. Performance. Harshaw Trane shall perform the services described in this Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in

services shall be billed separately according to then prevailing overtime or emergency labor rates. Harshaw Trane's duty to perform under this Agreement and the Service Agreement Fee are subject to the approval of Harshaw Trane's credit department, are subject to Events of Force Majeure, and contingent upon the ability to procure materials from the usual sources of supply. Upon disapproval of the credit department or upon the occurrence of any such event as aforesaid, Harshaw Trane may delay or suspend performance or, at its option, renegotiate Service Agreement Fees, and/or terms and conditions with the Customer. If Harshaw Trane and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for services rendered by Harshaw Trane to the date of cancellation. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Equipment being in a maintainable condition. In no event shall Harshaw Trane have any obligation to replace Equipment that is no longer maintainable. During the first 30 days of this Agreement, and/or upon seasonal start-up (if included in the Services), an inspection by a Harshaw Trane technician of Covered Equipment indicates repairs or replacement is required, Harshaw Trane will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Harshaw Trane may remove the unacceptable Equipment from the "Equipment Coverage" or "Scope of Services" sections of this Agreement and adjust the Service Agreement Fee accordingly. During the Term, Harshaw Trane may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Harshaw Trane and in no event shall become a fixture of customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with providing service on Customer equipment. Harshaw Trane reserves the right to remove such items at its discretion. Harshaw Trane may refuse to perform any services or work where working conditions could endanger or put at risk the safety of Harshaw Trane employees or subcontractors.
7. Customer Obligations. Customer shall:
(a) Provide Harshaw Trane reasonable and safe access to all Equipment;
(b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Equipment; unless expressly stated in the Scope of Services statement, Harshaw Trane is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the equipment. Harshaw Trane shall not be responsible to perform any subsequent repairs to the Equipment necessitated by Customer's failure to follow such manufacturer recommendations;
(c) Units (5) years of age or greater which have not had a tube analysis within the previous (12) months will require an analysis within the first year;
(d) Units (7) years of age or greater which have not had a bearing inspection, will require one prior to contract acceptance. After inspection and restoration of equipment to it's original operating conditions, coverage will become effective in accordance with the terms of this agreement;
(e) Reimburse Harshaw Trane for services, repairs, and/or replacements performed by Harshaw Trane beyond the "Scope of Services" or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing regular, overtime and holiday rates for labor, vehicle charges and prices for materials, and may at Harshaw Trane's option be subject to a separate written agreement prior to its undertaking such work. Prevailing rates subject to change with 30 day written notice.
(f) Unless water treatment is expressly included in Harshaw Trane's Scope of Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Harshaw Trane.
8. Exclusions. Unless expressly included in "Scope of Services" or "Equipment Coverage," the services to be provided by Harshaw Trane do not include, and Harshaw Trane shall not be liable for, any of the following:
(a) Any guarantee of room conditions or system performance;
(b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; high voltage starters (over 600 volts); recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems, and/or any failure, misadjustment or design deficiencies in other equipment or systems;
(c) Repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of Equipment,

Harshaw Trane OPTIMIZING FACILITIES FOR LIFE

the area. Except as otherwise provided in writing in "Scope of Services," Services will be performed during Harshaw Trane's normal business hours and any after-hours
(d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Harshaw Trane as part of this Agreement;
(e) Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments;
(f) Failure or inadequacy of any structure or foundation supporting or surrounding the Equipment or any portion thereof;
(g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment;
(h) The normal function of starting and stopping the Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Equipment against damage;
(i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement;
(j) Any responsibility for design or redesign of the system or the Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers;
(k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement;
(l) Failure of Customer to follow manufacturer recommendations concerning overhaul and refurbishing of the Equipment;
(m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi;
(n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of Harshaw Trane's Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of Services. Customer shall be responsible for the cost of any additional replacement refrigerant;
(o) Operation of the equipment;
(p) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Harshaw Trane.
9. Warranties. (a) Trane manufactured material supplied and installed by Harshaw Trane is warranted to be free from defect in material and manufacture for a period of twelve months from the earlier of the date of start-up or replacement and Harshaw Trane's obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) labor is warranted (to have been properly performed) for a period of 90 days from completion and Harshaw Trane's obligation under this warranty is limited to correcting any improperly performed labor; and (c) non-Harshaw Trane equipment and/or parts are not warranted by Harshaw Trane and shall have such warranties as are extended to Harshaw Trane by the respective manufacturer. Labor to install parts supplied by Customer is not warranted by Harshaw Trane. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HARSHAW TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. HARSHAW TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.
10. Indemnity. Harshaw Trane and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or agents. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

accident, negligence of Customer or others, damage due to freezing weather, calamity or malicious act;
11. Limitation of Liability. NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS, OR PUNITIVE DAMAGES.
12. Asbestos and Hazardous Materials. Harshaw Trane's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Harshaw Trane become aware of or suspect the presence of Hazardous Materials, Harshaw Trane may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Harshaw Trane (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Harshaw Trane. Harshaw Trane shall be required to resume performance of the services only when the affected area has been rendered harmless.
13. Insurance. Harshaw Trane agrees to maintain insurance in the following minimum amounts during the Term: Commercial General Liability -- $1,000,000 per occurrence; Automobile Liability -- $1,000,000 CSL; Workers Compensation -- Statutory Limits. If Customer has requested to be named as an additional insured under Harshaw Trane's insurance policy, Harshaw Trane will do so but only to the extent of Harshaw Trane's indemnity assumed under the indemnity provision contained herein. Harshaw Trane does not waive any rights of subrogation.
14. Force Majeure. If Harshaw Trane shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Harshaw Trane's election (i) remain in effect but Harshaw Trane's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Harshaw Trane for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Harshaw Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Harshaw Trane.
15. Services Other Than Solely Scheduled Service. If Harshaw Trane's services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Harshaw Trane being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Harshaw Trane, unless approved by Harshaw Trane in writing, may, at Harshaw Trane's option, terminate Harshaw Trane's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Agreement Fee shall be made; and (c) Customer shall (i) promptly notify Harshaw Trane of any unusual performance of Equipment; (ii) permit only Harshaw Trane personnel to repair or adjust Equipment and/or controls during the Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.
16. General. To the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which work is performed. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Harshaw Trane. Subject to the foregoing, this Agreement benefit of the parties hereto and their permitted successors and assigns. Except as provided for Service Agreement Fee adjustments, no modifications, additions or changes may be made to this Agreement except in a writing signed by both parties. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Harshaw Trane reserves the right to change the terms and conditions herein at any time upon written notice to Customer provided at least thirty days prior to the effective date of such changes.

Harshaw Trane — OPTIMIZING FACILITIES FOR LIFE

Data Usage - Supplemental Terms and Conditions

The use of the term "you," "your," and the like means the entity identified as the customer in the agreement to which these Supplemental Terms and Conditions pertain, including its employees, shareholders, officers, and directors. References in "us," "we," "our," and the like means the entity identified as the Company, Trane/Harshaw Trane, in its Terms and Conditions of sale. "Data Terms Clarification Statement." It should be noted that Harshaw Trane will collect only building and HVAC system, operational, energy/runtime, building name, company name and location data. Unless specifically requested by you, Harshaw Trane will not collect or access any of your data outside of this criteria. This data will be used for system analytics and reporting by Harshaw Trane for you. The other uses of this data will be for analytical application development by Trane U.S. Inc. and/or general statistics and market research which will be used generically without your company's identification as the source of the data. All supplemental terms within this document are stated in accordance to these basic principles and limitations.

1. Terms Supplemental. These Supplemental Terms and Conditions are supplemental to the Company's Terms and Conditions of sale applicable to your purchase of product and/or services from Company ("Terms and Conditions") and are an integral part of our offer and agreement to sell. The Terms and Conditions and these Supplemental Terms and Conditions are intended to be complementary and construed as a whole. However, in the event of an irreconcilable conflict, these Supplemental Terms and Conditions shall control.
2. Electronic Monitoring. Any electronic monitoring we perform is undertaken solely to enable us to collect the data and perform any analysis included in our services. You agree that we are not liable for losses that may occur in cases of malfunction or nonfunctioning of equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of your equipment and building systems.
3. Ownership of Data. All data relating to the performance and condition of your building systems that we collect in connection with our performance hereunder shall be owned by you, provided that you are granting to us the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data we collect from you. We shall not use or publish such data in any way that identifies you as the source of that data without your prior written consent except to the extent required by law. The data you make available to us will not include any "personal information" defined as such by applicable law.
4. Data Privacy and Security. We have implemented various security measures for the purpose of protecting your data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. You are responsible for maintaining the confidentiality of your user name(s) and password(s). You are responsible for all uses of your password(s), whether or not authorized by you. You must inform us immediately of any unauthorized use of your user name(s) or password(s). Transmission of data over the internet by its nature entails the use of systems under the control of third parties, and as a result we cannot ensure total control of the security of such systems. We will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. You acknowledge that the very nature of communication via the internet restricts us from offering any guarantee of the privacy or confidentiality of information relating to you or to any personally identifiable information that may reside in your systems or data when communicated or transmitted by or through the internet or any electronic device. In gaining access via the internet, you also acknowledge and accept that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. You therefore accept that access in and storage of data by us and persons under our direction and control, or on equipment provided or used thereby, is at your own risk. We will notify you of any breach in security of which we become aware. Any breach in privacy of which you become aware should be reported by you to us immediately. We do not disclose your information to third parties for their marketing purposes, but we do use third party software and services to assist us with collecting and analyzing information. We may also disclose your information if required to do so by law, regulation or as required by any governmental body with jurisdiction over it, in which case, we would inform you of such disclosure to the extent legally permissible.
5. Data Retention. Upon your written request, we will endeavor to provide an electronic copy of data collected from you, subject to availability. We will use commercially reasonable efforts to store your data for up to 18 months. We cannot guarantee the availability of the data.
6. Ownership of Intellectual Property. Notwithstanding any provision to the contrary, as between you and us, we own and retain all title and ownership of all intellectual property rights in the software, firmware, analytics, and service processes used to provide services, and consequently both you and us agree that these Supplemental Terms and Conditions do not constitute and may under no circumstances be construed as the granting of any license to such intellectual property rights.
7. Disclaimer of Warranty; Limitation of Liability. The services provided, including any reports we provide, are intended to provide operational assessments and recommendations only and are intended to supplement, but not replace, manual inspections of your equipment and building systems. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE ARE NOT LIABLE FOR GAPS IN DATA COLLECTED.

   TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING: DAMAGES OR INJURY (OTHER THAN PERSONAL INJURY CAUSED BY OUR NEGLIGENCE) REGARDLESS OF THE CAUSE OR DURATION; FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN THE INTELLIGENT SERVICES; FAILURE OF PERFORMANCE; INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; YOUR NETWORK SECURITY, COMPUTER VIRUS, COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA, OR UNAUTHORIZED ACCESS TO YOUR DATA OR COMMUNICATIONS NETWORK.
8. Communications – Analog Modem Facilities. You authorize us to utilize your telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for your use for extended periods of time while data is being collected from your building systems and equipment. We are not responsible for any adverse impact to your communications infrastructure or daily operations. You understand that we will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if we are unable to acquire, transmit or maintain a connection over your telephone service.
9. Communications – Ethernet. You authorize us to utilize your network infrastructure to provide the contracted services and acknowledge that we are not responsible for any adverse impact to your communications infrastructure. You understand that we will not be able to collect data when network issues do not allow for successfully communications between our data collection devices and the data sources. Interruption of external internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if we are unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.
10. Logging and Data Mining. You grant us the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to users of our products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by us for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of our products and services.

1/4/19 10 of 11 *Harshaw Trane's Intelligent Services*

Harshaw Trane — OPTIMIZING FACILITIES FOR LIFE

Please complete and return with the enclosed Service Agreement.

A.	Sold To	Company Name:	Warrick County Commissioners
		Address:	107 W. Locust Street, Suite 301
		Phone #:	812-897-6120
		Email Address:	roger@warrickcounty.gov
B.	Bill To (if different from above)	Name:	
		Address:	
		Phone #:	
C.	Individual in charge of physical facilities: (Management or Supervisor Level)	Name:	Jail: Sheriff Mike Wilder JC: Roger Emmons, Administrator
		Title:	
		Phone #:	Sheriff Wilder: 812-897-6180 Roger Emmons: 812-897-6120
D.	Name of equipment operators		Jail: Larry Sulawske 812-305-9267 JC: Brad Downing 812-431-2717
E.	Purchasing Agent	Name:	Joe Grassman
F.	Safety Director	Name:	Roger Emmons
G.	Who should the Service Representative report to when arriving at the facility?		Jail: Sheriff Mike Wilder JC: Roger Emmons (Courthouse) or Brad Downing
H.	To whom should the Service Representative report the results of the visit?		Jail: Sheriff Mike Wilder JC: Roger Emmons
I.	What individual should receive copies of Service Work Reports?		Same as for "H"
J.	Who can authorize the Service Representative to perform additional services or work overtime?		Jail: Sheriff Wilder JC: Roger Emmons and Brad Downing
K.	Any other special instructions for us to consider in performing the services purchased:		
L.	Tracer Summit Phone # (if applicable)	Phone #:	

1/4/19 11 of 11 *Harshaw Trane's Intelligent Services*

Harshaw Trane Critical Alarm Management Agreement (CAMA)

Warrick County Commissioner

Account Information

Alarm Routing

Who & Which Buildings

What Alarm Categories & When

Test Alarm Frequency

Escalation

Customer: [signature] Account Manager: ____________

ESG energy systems group

INVOICE

Invoice No: 6
Invoice Date: 1/16/2019
Job No: 0201175.18.C00
Terms: Net 30 Days

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

Balance Due
$903,749.02

Description	Total
Warrick County Courthouse - Payment Application #6 Guaranteed Energy Savings Performance Contract - Contract Dated May 14, 2018	$951,314.76

Sub-Total	$951,314.76
5% Retainage	($47,565.74)
Balance Due:	**$903,749.02**
Net 30 Days	

Remit Information:

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

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

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

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

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

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

APPLICATION NUMBER: 6
APPLICATION DATE: January 16, 2019
PERIOD TO: January 31, 2019
ESG JOB NUMBER 0201175.18.C00

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

Please Remit To

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

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

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

NOTARY PUBLIC SEAL INDIANA
RACHEL DIANE PETERSEN
Notary Public, State of Indiana
Vanderburgh County
Commission Number 671485
My Commission Expires
June 27, 2026

CONTRACT FOR:

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

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

1. ORIGINAL CONTRACT SUM		$6,143,876.00
2. Net change by Change Orders		$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$6,143,876.00
4. TOTAL COMPLETED & STORED TO DATE		$5,493,704.63
5. RETAINAGE: a. 5% of Total Completed & Stored To Date (Column I of G703)	$ 274,685.23	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$5,219,019.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$4,315,270.38
8. CURRENT PAYMENT DUE		$903,749.02
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$924,856.60

CONTRACTOR:
By: Steve Pride Date: 1/16/2019
Steve Pride, Senior Vice President
State of: Indiana
County of: Warrick
Subscribed and sworn to before me this 16th day of January 2019
Notary Public: Rachel D. Petersen
My Commission expires: June 27, 2026

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

Owner Approval:
Dan Sayler 1-28-19
Dan Sayler
Warrick County Commissioners Office

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

CONTINUATION SHEET

Based on AIA DOCUMENT G703

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

APPLICATION NUMBER: 6
APPLICATION DATE: 1/16/2019
PERIOD TO: 1/31/2019
ESG JOB NUMBER 0201175.18.C00

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 5%
1	Engineering & Mobilization	1,535,594.00	1,535,594.00	-		1,535,594.00	100.00%	-	76,779.70
2	Courthouse Electrical Upgrades	753,818.36	452,291.02	188,454.59		640,745.61	85.00%	113,072.75	32,037.28
3	Courthouse Judicial Center Lighting	225,885.53	214,591.25	9,035.42		223,626.67	99.00%	2,258.86	11,181.33
4	Courthouse and Judicial Center HVAC Upgrades	2,010,465.41	1,306,802.52	402,093.08		1,708,895.60	85.00%	301,569.81	85,444.78
5	Courthouse Restroom and Plumbing Upgrades	295,094.05	236,075.24	56,067.87		292,143.11	99.00%	2,950.94	14,607.16
6	Courthouse Exterior Improvements	669,570.95	535,656.76	66,957.10		602,613.86	90.00%	66,957.10	30,130.69
7	Courthouse Interior Improvements	653,447.70	261,379.08	228,706.70		490,085.78	75.00%	163,361.93	24,504.29
	PROJECT TOTALS	6,143,876.00	4,542,389.87	951,314.76	0.00	5,493,704.63	89.42%	650,171.37	274,685.23

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

EXHIBIT B-1
LIEN RELEASE AND WAIVER FOR PROGRESS PAYMENT

Project Description: Warrick County Guaranteed Energy Savings
Contract or Purchase Order Number: 0201175.18.C00.00.00

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

1. The undersigned hereby affirms that there are no outstanding claims against the Owner, Contractor, or their agents, employees and/or its sureties in connection with this project.
2. In consideration of this progress payment to its complete satisfaction, the undersigned does hereby waive, release and quit claim in favor of the Owner, all rights that presently exist to the undersigned to assert a lien upon the land and improvements comprising the project by virtue of any law in the jurisdiction in which the land and improvements are located or an amendment of said law regarding the rights of a contractor, subcontractor, laborer, supplier, or materialman to assert a lien or claim against the project.
3. The undersigned does hereby release, waive and discharge the project, the Owner of the project, the Contractor, and their agents, employees, and sureties, and other guarantors or obligors on the Bond or other undertaking, from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims, and demands whatsoever, in law or equity which the undersigned and/or its successors and/or assignees ever had, now have, or ever will have against the said Owner, Contractor, and their agents or employees, sureties and other guarantors or obligors on the Bond or other undertaking, by reason of delivery of material and/or the performance of work relating to the construction of the project; and the undersigned hereby agrees to indemnify, defend and hold the above parties harmless from any and all damages, costs, expenses, demands, suits, and legal fees, directly or indirectly relating to any claim or lien by any party which relates to that which was performed or should have been performed by or for the undersigned.
4. The undersigned has not and will not assign any claim against the Owner, Contractor, and their agents or employees, sureties, and other guarantors or obligors on the Bond or other undertaking, nor any lien or right to perfect a lien against the project, and the undersigned has the right, power, and authority to execute this Lien Release and Waiver for Progressive Payment.
5. The undersigned warrants that upon receipt of $903,749.02, the underlying payments will be made with (7) seven days to all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated into the project and any lien or bond claimant relating to the undersigned's work and that none of such laborers, subcontractors, suppliers, or materialmen, or claimants has any claim, demand, or lien against the project. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.
6. No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed in the project.

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

IN WITNESS WHEREOF, this Lien Release and Waiver for Progress Payment has been executed on this 16th day of January 2019.

(Signature)
Energy Systems Group, LLC
(Company Name)

STATE OF Indiana)
COUNTY OF Warrick) SS:

SUBSCRIBED and sworn to before me, a Notary Public, in and for this County and State, this 16th day of January, 2019.

(Notary Public)
County of Residence: Vanderburgh

Rachel Diane Petersen
(Printed Name)
My Commission Expires: June 27, 2026

RACHEL DIANE PETERSEN
Notary Public, State of Indiana
Vanderburgh County
Commission Number 699811
My Commission Expires
June 27, 2026

B—1

Harshaw Trane
Remit To: 12700 Plantside Drive
Louisville, Kentucky 40299-6387
(502) 499-7000

Invoice Number
PB10540
Invoice Date
1/13/2019

RECEIVED
JAN 18 2019
BY:

Payment Terms: Net 10

Bill To: WARRICK CTY COMMSNR
107 W LOCUST ST.
RM 301
BOONVILLE , IN 47601

Job Location: WARRICK CTY COMMSNR
1 COUNTY SQUARE
BOONVILLE , IN 47601

Project Nbr BP-J188641 **Customer Nbr** WAR600 **Purchase Order** 22727

Description
January 2019 progress billing for the Warrick Co. Isolation Valve Addition controls.

Billing Amount	1,000.00
Retention Withheld	0.00
Retention Due	0.00
Subtotal	$1,000.00
Tax	$0.00
TOTAL AMOUNT DUE	**$1,000.00**

FOR YOUR CONVENIENCE, WE NOW ACCEPT VISA, MASTERCARD, DISCOVER AND AMERICAN EXPRESS

Service charge of 1 1/2% per month will be charged on all overdue amounts.
Materials returned in good condition subject to 15% handling charge. pecial orders are non-returnable.
Attorney fees may be collected should collection or legal proceedings be necessary to secure payment.

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF TWO PAGES

TO OWNER: Warrick Co. Judicial
PROJECT: Isolation Valve Addition
Attn:
APPLICATION NO: 1
PERIOD TO: 1/31/2019
Distribution to:
[ ] OWNER
[ ] ARCHITECT
[X] CONTRACTOR
[ ]

FROM CONTRACTOR: Harshaw Trane, 12700 Plantside Drive, Louisville, KY 40299
VIA ARCHITECT:
CUSTOMER PO/JO 22727
CONTRACT FOR:
CONTRACT DATE: 11/13/2018 Addendum Date

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

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

1. ORIGINAL CONTRACT SUM		$ 23,587.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 23,587.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 1,000.00
5. RETAINAGE:		
a. 0% of Completed Work (Column D + E on G703)	$ 0.00	
b. % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 1,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ 1,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 22,587.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

CONTRACTOR:
By: Chris Greenwell Date: 1/14/19
State of: Kentucky County of: Jefferson
Subscribed and sworn to before me this 14th day of January 2019
Notary Public: Debra L Denson
My Commission expires: 1-16-2022

DEBRA L. DENSON
NOTARY PUBLIC
ID No. 699051
MY COMMISSION EXPIRES
1/16/2022
STATE AT LARGE, KY.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:
By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Harshaw Trane
12700 Plantside Drive
Louisville, Kentucky 40299

CONTINUATION SHEET

PAGE TWO OF TWO PAGES

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

APPLICATION NUMBER: 2
APPLICATION DATE: January 15, 2019
PERIOD TO: January 31, 2019
CUSTOMER PO/JOB NO: 22727

Job Name: Isolation Valve Addition
HTS Job Number: B-J188641
Contract Amount: $23,587.00

A	B	C	D	E	F	G		H
ITEM NO.	ITEM DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(G ÷ C)	BALANCE TO FINISH (C - G)
1	Project Management	$2,000.00		$1,000.00	$0.00	$1,000.00	50.00%	$1,000.00
2	Equipment	$11,429.00			$0.00	0	0.00%	$11,429.00
3	Install	$7,525.00			$0.00	0	0.00%	$7,525.00
4	Start Up & Commissioning	$2,633.00			$0.00	0	0.00%	$2,633.00
5					$0.00	0	#DIV/0!	$0.00
6					$0.00	0	#DIV/0!	$0.00
7					$0.00	0	#DIV/0!	$0.00
	GRAND TOTALS	$23,587.00	$0.00	$1,000.00	$0.00	$1,000.00	4.24%	$22,587.00

(E) 1-28-19 AB

FIXED ASSET NOTIFICATION FORM

RECEIVED
JAN 25 2019
WARRICK CO. AUDITOR

DEPARTMENT: Commissioners
THIS NOTIFICATION IS FOR: ADDITION (UPDATE) TRANSFER DISPOSAL
ACQUISITION IS BY: (PURCHASE) DONATION LEASE TRANSFER (ATTACH COPY)
DATE OF TRANSACTION: 12/31/2018
ACCOUNT NO: CCD
P.O. NO: VARIOUS
ESTIMATED LIFE EXPECTANCY: 15 years/unit
MILEAGE OR HOURS:
CIP NUMBER:
LOCATION: Judicial Center
SERIAL OR VIN NUMBER: See attached list of heat pumps.
TOTAL/PARTIAL VALUE OF ASSET: See attached list w/price per pump. Total $109,287.60
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: Twenty Six (26) Water Source Heat Pumps installed in Judicial Center. See attached list.
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: Trane
MODEL NO:
YEAR: 2018
LICENSE NO: *ATTACH COPY OF REGISTRATION*
GROSS VEHICLE WEIGHT: *TRUCKS ONLY*
TYPE OF FUEL:
IF DISPOSED - METHOD: SOLD $ TRADED JUNKED SCRAPPED
STOLEN/WRECKED *(ATTACH POLICE REPORT)* END-OF-LEASE
TRANSFERRED TO:
DATE BOARD APPROVED: 01/28/2019 *(ATTACH COPY OF MINUTES)*
DATE COUNCIL APPROVED: *(REAL PROPERTY VALUE > $0,999)*
DATE BOARD APPROVED: *(REAL PROPERTY ONLY)*
SIGNATURE: Dan Saylor, President
PERSON RESPONSIBLE: Roger E. Emmons *SIGNATURE* *PRINTED NAME*
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: Roger E. Emmons, Administrator
IF TRANSFERRED RECEIVING PERSON'S SIGNATURE:
PRINTED NAME:

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

WARRICK COUNTY, INDIANA AND SPENCER COUNTY, INDIANA GIS DATA EXCHANGE AGREEMENT

THIS AGREEMENT for the exchange of certain described Geographical Information System Data (this "Agreement") is made and entered by and between Warrick County, Indiana, by and through the Board of Commissioners of Warrick County, Indiana ("Warrick County"), and Spencer County, Indiana, by and through the Board of Commissioners of Spencer County, Indiana ("Spencer County"), hereinafter sometimes referred to as "Party" or "Parties."

WHEREAS, each of the Parties agree to exchange certain described Geographical Information System Data ("GIS Data"), more particularly described herein; and

WHEREAS, the exchange and sharing of GIS Data serves a public purpose in that it facilitates the development of geographic information systems for the mutual benefit of all of the Parties.

NOW, THEREFORE, the Parties agree to the following terms and conditions concerning the exchange of GIS Data:

1. **Description of GIS Data To Be Exchanged.** Each of the Parties shall provide access to and share its GIS Data with each other for internal use. The specific GIS data to be shared shall be mutually agreed upon by the Parties and included in an Appendix to this Agreement.

2. **Sensitive Information.** Should the Parties mutually agree to exchange GIS Data that is considered sensitive and not available to the general public, such sensitive GIS Data shall be identified as such, and the Parties shall take reasonable steps to ensure that sensitive GIS Data is protected from unauthorized use, disclosure, reproduction, or distribution to unauthorized persons or entities, subject, however, to such disclosure as may be required under applicable provisions of State open records laws.

3. **Cost of Data Exchange.** Both Parties acknowledge that any expense incurred by a Party in the sharing of the GIS Data in accordance with this Agreement shall be the responsibility of the Party sharing the GIS Data.

4. **Ownership Rights of GIS Data.** This Agreement shall not in any way change the ownership rights of the GIS Data being shared.

5. **Indemnification and Hold Harmless.** The Party using any GIS Data shared hereunder shall indemnify and hold harmless each other Party and their respective officers, employees, agents, and contractors from and against any and all claims, suits, and liabilities of any kind or character which result or arise from any act or omission arising from or connected with the use of such shared GIS Data in accordance with this Agreement.

6. **Accuracy of GIS Data Provided.** The Parties shall verify the GIS Data provided to the best of their ability, but acknowledge that none of the Parties make representations of any kind as to the accuracy, functioning, completeness, or usefulness of their own GIS Data and that none of the Parties guarantee the accuracy, functioning, completeness, or usefulness of any GIS Data furnished hereunder.

THE GIS DATA INCLUDED IN THIS AGREEMENT IS EXCHANGED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED WITH RESPECT TO THE GIS DATA PROVIDED UNDER THIS AGREEMENT.

7. **Independent Entities.** The relationship between the Parties is that of independent entities. No joint venture, franchise, partnership, employment agreement, or agency is created hereunder. Nothing herein shall be construed to grant to either Party the right or authority to create any obligation, expressed or implied, on behalf of the other Party.

8. **Restriction on Use, Sale, or Distribution of GIS Data.** The GIS Data exchanged under this Agreement shall not be used, sold, leased, transferred, loaned, given, or distributed, in whole or part, to any other entity without the express written permission of the Party that owns that particular GIS Data, subject, however, to such disclosure as may be required under applicable provisions of State open records laws.

9. **Errors in or Modification to the GIS Data.** Each Party agrees to use reasonable efforts to report errors, changes, modifications, or corrections in the GIS Data they have used, or they own, to the other Parties to this Agreement, as the case may be, within a reasonable period of time.

10. **Agreement Term and Renewal.** This Agreement shall be in full force and effect upon the signing of all of the Parties hereto and shall remain in effect through the end of the calendar year in which this Agreement is signed. This Agreement shall automatically renew for succeeding calendar year terms unless a Party delivers a written Notice of Intent to Not Renew to the other Party at least sixty (60) days prior to the automatic renewal date of this Agreement.

11. **General Terms**

    a. **Entire Agreement.** This Agreement represents the entire agreement between the Parties.

    b. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

    c. **Severability.** In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

    d. **Amendments.** This Agreement may be amended or modified only by the mutual written agreement of all of the Parties to this Agreement.

    e. **Assignment.** This Agreement may not be assigned by any Party without the prior written consent of the other Party.

    f. **Authorization.** Each Party warrants to the other Party that the person signing this Agreement for and on behalf of the Party he or she purports to represent is authorized to do so and is empowered to bind that Party to this Agreement.

    g. **Notices.** All notices, requests, demands, claims, and other communications hereunder will be in writing and shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, to the address of the intended recipient as set forth in this Agreement or as subsequently provided by either the Party as their current notification address.

Addresses and Contacts for Notification Purposes:

Contact:	Roger Emmons Administrator	Contact:	
County:	Warrick County	Entity:	Spencer County
Address:	107 W. Locust St., Suite 301	Address:	
City/State/Zip:	Boonville, IN 47601	City/State/Zip:	
Email:	roger@warrickcounty.gov	Email:	
Phone:	(812) 897-6120	Phone:	
Fax:	(812 897-6189	Fax:	

The remainder of this page was left blank intentionally.

IN WITNESS WHEREOF, each Party acknowledges that it has had the opportunity to fully review this Agreement and agrees to the terms included herein.

Warrick County, Indiana

Date: 01/28/2019

Dan Saylor, President

Robert L. Johnson, Vice President

Terry J. Phillippe, Member

Spencer County, Indiana

Date:

APPENDIX A
GIS DATA LAYERS

GIS Layer Source	Layer Description
Warrick County	Parcels
Warrick County	Roads
Warrick County	Addresses
Spencer County	Parcels
Spencer County	Roads
Spencer County	Addresses

5

forensicfluids laboratories

The Oral Fluid Drug Testing Specialists
225 Parsons Street Kalamazoo, MI 49007
P 866.482.2317 | F 269.492.7704 | forensicfluids.com

Confidentiality Statement and Service Agreement

Company Name: Warrick Circuit Court Probation
Address: One County Square Suite 370
City: Boonville State: IN Zip Code: 47601
Phone: (812) 897-6134 Fax: (812) 897-6137
Reporting Contact Name: Michele Busing Billing Contact Name: Michele Busing
Reporting Contact Email: mbusing@warrickcounty.gov Billing Contact Email: mbusing@warrickcounty.gov
First Order Date: 1/9/19 Results Reported: ☑ Email ☑ Web ☐ Fax
Initial Test Kit* Order: ____ Kits Collection Device: ◉ Quantisal ○ Intercept Effective Date: 1/9/19
*Testing set includes: collection device, Chain of Custody, clear plastic specimen bag, shipping bag
Customer #: 13033748 Reason Code: ASL - Bill on Shipment

Service Provided	Price per Item
7 Panel with Auto-Confirmation	$27.00
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.

Print Name: Warrick Circuit Court Probation by Warrick County Commissioners Dan Saylor, President Sign/Date: Dan Saylor / 1-28-19
FFL Representative Print Name: Marilyn Holewinski

I-00040-2-102817

Warrick County Commissioners
ORDINANCE NO. 2019-03

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; August 27, 2018; and January 14, 2019 (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; by its passage of County Commissioners Ordinance 2019-02 on January 14, 2019; 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 Ind. Code 6-3.5-7, *et seq.*, and Ind. Code 6-3.6, *et seq.*;

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 28, 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 28th day of January, 2019.

BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA

Dan Saylor, President

Robert R. 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 28, 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.

*33. Telephone 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 Fuquay Road (approximately 1.25 miles).

*denotes projects funded with the Department of Economic Development's portion of LIT distribution (#'s 1 through 33, collectively, "Economic Development Projects")

4

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 I $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 I - $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
33. Telephone Road Project - $6,200,000

5

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 I — 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 I — 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

6

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
33. Telephone Road project – federal share $4,900,000, local share $1,300,000

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
33. Telephone Road Project Phase 3: 6-1-19 to 10-31-24

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

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made, by and between Connor Reising (hereinafter "Contractor"), and the WARRICK COUNTY BUILDING DEPARTMENT and WARRICK COUNTY, INDIANA, BY AND THROUGH THE WARRICK COUNTY BOARD OF COMMISSIONERS (collectively referred to as the "County").

WITNESSETH, THAT

FOR AND IN CONSIDERATION of the mutual promises, covenants, and agreements herein contained and the performance thereof of the respective parties hereto, it is hereby mutually agreed by and between Contractor and the County as follows:

1. Relationship of the Parties. The relationship of Contractor to the County shall at all times herein be that of an independent contractor, and not as employee. Contractor acknowledges and agrees that he will perform his obligations hereunder solely as an independent contractor, and will not represent himself in any manner to any third party as a representative or authorized agent of the County, or to make any representations, warranties, or commitments on behalf of the County. Contractor further acknowledges that the County will not withhold from Contractor's compensation any amounts for local, state, or federal income taxes, social security taxes, unemployment compensation contributions, or similar withholdings, nor will County report the same, and that Contractor shall be solely and exclusively liable for payment of all such taxes. The County agrees that it will issue, no later than January 31st of the year immediately following a year in which Contractor has received compensation hereunder, a Form 1099 for the purposes of reporting said compensation to the appropriate taxing authorities.

2. Scope of Services. Contractor shall perform all services required to inspect and investigate structures designated for inspection by the Building Department for purposes of determining whether a structure meets the building standards and procedures of the County, and whether the construction and procedures have been accomplished in a manner consistent with Chapter 150 of the Warrick County, IN Code of Ordinances and the rules of the Fire Prevention And Building Safety Commission. Contractor is solely responsible for the conduct and control of the services performed under this Agreement. The manner and means of conducting the services performed hereunder are in the sole discretion and control of Contractor. However, Contractor acknowledges that the services contemplated under this Agreement are subject to the approval and the general right of supervision of the County in order to secure the satisfactory completion of said services.

3. Term of Contract. This Agreement shall be effective as of January 1, 2019, and shall continue on a month-to-month basis until such time as when this Agreement is terminated by either party upon written notice to the other party.

4. Hours; Office; Supplies. Contractor covenants to devote necessary time to fulfilling responsibilities to the performance of the duties under this Agreement. Contractor shall work that number of hours necessary to accomplish the services contemplated under this Agreement. Any and all supplies needed for the position (including an email account to field and address public concerns) will be supplied by the County, after approval by the County.

5. Compensation. As compensation for services, the County shall pay to Contractor Three Hundred Eighty Four and 62/100 Dollars ($384.62) per week. Contractor shall not be entitled to any of the fringe benefits now or hereinafter provided by the County to its employees including, without limitation, wages, salaries, health benefits, and deferred compensation benefits, as both parties acknowledge that the consideration specified in this Section constitutes the sole consideration payable by the County for the services performed by Contractor pursuant to this Agreement. The County shall not withhold any local, state, or Federal income taxes, contributions to Social Security (FICA), or state unemployment taxes from any sums payable to Contractor.

6. Audit Records. Contractor shall keep daily time records identifying the various duties performed by Contractor. In addition, Contractor shall maintain accurate record of general account showing all charges and expenses incurred by Contractor in the performance of the services herein.

7. Liability for Injuries or Damages to Person or Property. Contractor understands and agrees that, due to his status as Contractor, he is not covered as an employee under any worker compensation insurance policy, and the County shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of his duties under this Agreement.

8. Subcontracting/Assignment. Contractor agrees that he will not subcontract or assign any part of his duties under this Agreement to any organization or individual without approval from the County.

9. Termination. This Agreement terminates at the end of its term as described in Section 3, above, unless renewed by the County.

10. Remedies. In the event either party fails to perform pursuant to the terms of this Agreement, the non-breaching party may immediately terminate this Agreement, and, in addition, seek all legal and equitable remedies available to it under law, including injunctive relief and specific performance.

11. Monitoring of Contracted Work. The Warrick County Building Department shall monitor the work of Contractor to ensure that the services detailed in this Agreement are fulfilled. Notice and contact shall be through Angie Lutz, Warrick County Building Department Administrator, 107 West Locust Street, Suite 208, Boonville, Indiana, 47601; phone: 812-897-6188; fax: 812-897-6109.

12. Insurance and Indemnification. Contractor shall carry and maintain throughout the term of this Agreement, at Contractor's sole cost and expense, automobile liability insurance in amounts satisfactory to the County. Contractor further agrees to hold harmless and indemnify the Council from and against any loss, cost, or expense including, without limitation, court costs and attorney fees arising out of, or with respect to, any injury to or death of Contractor. The maintenance of insurance will not in any manner affect Contractor's obligation to indemnify the County, as provided herein below, but maintenance of such insurance shall be a condition precedent to the payment to Contractor of the consideration provided for herein.

Contractor shall be entirely and solely responsible for his actions while engaged in the performance of the services under this Agreement. Contractor, for himself and for all heirs, successors, or assigns of the Contractor, shall indemnify and hold harmless the County, absolutely and without limit against all claims, demands, actions, causes of action, suits, or judgments asserted, made, or recovered by any and all persons whomsoever on account of the acts or omissions of the Contractor during the performance of this Agreement. Similarly, Contractor agrees to indemnify and hold harmless the County for loss or damage to any of the County's property or equipment used or obtained in connection with the performance of this Agreement.

13. Competition. Both parties acknowledge that neither this Agreement, nor the relationship created thereby, shall operate to preclude Contractor from contracting to provide his services to other persons or entities, so long as the same does not adversely affect his ability to provide the services contemplated under this Agreement.

14. Antidiscrimination. Pursuant to Ind. Code 22-9-1-10, Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of work hereunder, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

15. Compliance with Laws. Contractor shall comply with all applicable Federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

16. Warranty. Contractor acknowledges and agrees that the services he/she provides is not intrinsically dangerous, and that Contractor possesses adequate training and expertise to complete the services in a safe workmanlike manner. Contractor warrants that he shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination of this Agreement.

17. Taxes. The County shall not be responsible for any taxes levied on Contractor as a result of this Agreement. Contractor shall be solely and exclusively liable for payment of any and all taxes levied on Contractor as a result of this Agreement.

18. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the County and Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

19. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the

performance of this Agreement, and Contractor shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by Contractor's negligent performance of any of the services furnished under this Agreement.

20. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

21. Amendment. No supplement, modification or amendment of this Agreement will be binding unless in writing an executed by all of the parties that are signatories to this Agreement.

22. Headings. The headings of sections and subsections of this Agreement are for the convenience of reference only and shall not affect the meaning or construction of any provision hereof.

23. Governing Law and Jurisdiction. This Agreement shall be governed and interpreted under the laws of the State of Indiana. The venue for any legal action necessary to enforce this Agreement shall be the Warrick County Circuit or Superior Court.

In WITNESS WHEREOF, the parties have executed this Agreement this 30 day of January, 2019.

WARRICK COUNTY BUILDING DEPARTMENT

By: _____

Its: Building Commissioner
"Building Department"

Connor Reising

Signature: _____
"Independent Contractor"

APPROVED:

WARRICK COUNTY BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Terry J. Phillippe, Member

AP Voucher Register & Manuals 01-28-2019

Effective Date	Payee Name 1	Fund	Acct	Obj	Loc		Amount
1/11/2019	Alpha Laser Services	1000	21100	000	0006	$	14.12
1/11/2019	First Bankcard	1000	21100	000	0007	$	2,050.00
1/11/2019	First Bankcard	1000	21100	000	0068	$	12.65
1/11/2019	First Bankcard	1000	21100	000	0068	$	66.99
1/11/2019	First Bankcard	1000	21100	000	0068	$	8.86
1/11/2019	First Bankcard	1000	21100	000	0068	$	42.79
1/11/2019	First Bankcard	1000	30200	000	0068	$	20.00
1/11/2019	Morris Dell	1000	31200	000	0058	$	425.00
1/11/2019	Warrick Publishing Co	1000	31300	000	0068	$	88.35
1/11/2019	Warrick Publishing Co	1000	31300	000	0068	$	45.93
1/11/2019	Warrick Publishing Co	1000	31300	000	0068	$	7.39
1/11/2019	Sprint	1000	31400	000	0007	$	26.04
1/11/2019	Unifirst Corporation	1000	31400	000	0068	$	20.24
1/11/2019	Unifirst Corporation	1000	31400	000	0068	$	20.24
1/11/2019	Unifirst Corporation	1000	31400	000	0068	$	20.24
1/11/2019	Unifirst Corporation	1000	31400	000	0068	$	20.24
1/11/2019	Alpha Laser Services	1000	31400	000	0068	$	52.82
1/11/2019	J-4 Professional Cleaning Syst	1000	31400	000	0068	$	2,600.00
1/11/2019	U.S. Bank	1000	31400	000	0068	$	96.18
1/11/2019	First Bankcard	1000	31400	000	0068	$	330.00
1/11/2019	U.S. Bank	1000	31400	000	0302	$	119.64
1/11/2019	Quality Correctional Care, LLC	1000	31400	000	0380	$	13,973.33
1/11/2019	First Bankcard	1000	32200	000	0068	$	156.70
1/11/2019	Sprint	1000	32400	000	0006	$	26.69
1/11/2019	Wow! Business	1000	32400	000	0068	$	3,532.45
1/11/2019	Sprint	1000	32410	000	0068	$	801.85
1/11/2019	First Bankcard	1000	36200	000	0162	$	179.99
1/11/2019	Business Equipment	1000	36400	000	0005	$	26.37
1/11/2019	First Bankcard	1000	36525	000	0068	$	50.45
1/11/2019	First Bankcard	1000	36525	000	0068	$	7.15
1/11/2019	First Bankcard	1000	36525	000	0068	$	21.27
1/11/2019	First Bankcard	1000	36525	000	0068	$	22.97
1/11/2019	Treasurer Of State Of Indiana	1000	58001	000	0000	$	2.64
1/11/2019	Hemmer, Kathryn	1000	58001	000	0000	$	150.00
1/11/2019	Hyatt Regency Indianapolis	1000	58001	000	0000	$	738.00
1/11/2019	Madolyn O'Neal	1000	58001	000	0000	$	150.00
1/11/2019	IN Co Assessors Association	1000	58001	000	0000	$	1,200.00
1/11/2019	Holly Key	1000	58001	000	0000	$	150.00
1/11/2019	Sarah E Redman	1000	58001	000	0000	$	150.00
1/11/2019	Stoll Keenon Ogden P LLC	1112	31400	000	0000	$	4,819.50
1/11/2019	Stoll Keenon Ogden P LLC	1112	31400	000	0000	$	131.25
1/11/2019	Jacob Greer	1112	32300	000	0000	$	166.32
1/11/2019	Sprint	1112	32400	000	0000	$	82.64
1/11/2019	Wow! Business	1112	32400	000	0000	$	209.07
1/11/2019	Vectren Energy Delivery	1112	33000	000	0000	$	225.01
1/11/2019	Historic Newburgh, Inc	1112	33400	000	0000	$	1,820.00
1/11/2019	First Bankcard	1112	45010	000	0000	$	529.60
1/11/2019	Vectren Energy Delivery	1112	45010	000	0000	$	11.25
1/11/2019	Duke Energy	1112	50810	000	0000	$	9.01
1/11/2019	Duke Energy	1112	50810	000	0000	$	204.68
1/11/2019	Duke Energy	1112	50810	000	0000	$	35.55
1/11/2019	Stoll Keenon Ogden P LLC	1112	51200	000	0000	$	306.25
1/11/2019	Jerry Like, Od	1159	18300	000	0000	$	50.00
1/11/2019	Jerry Like, Od	1159	18300	000	0000	$	50.00
1/11/2019	Jerry Like, Od	1159	18300	000	0000	$	50.00
1/11/2019	Lynnette Lewellyn	1159	18300	000	0000	$	50.00
1/11/2019	Wabash Valley Service Co	1169	22100	000	0000	$	944.80
1/11/2019	Wabash Valley Service Co	1169	22100	000	0000	$	792.90
1/11/2019	Wabash Valley Service Co	1169	22100	000	0000	$	1,527.26
1/11/2019	Unifirst Corporation	1169	23201	000	0000	$	6.50
1/11/2019	Unifirst Corporation	1169	23201	000	0000	$	6.50
1/11/2019	Unifirst Corporation	1169	23201	000	0000	$	6.50
1/11/2019	Boonville Utilities	1169	23201	000	0000	$	401.28
1/11/2019	Boonville Utilities	1169	23201	000	0000	$	18.06
1/11/2019	Boonville Natural Gas Corp.	1169	23201	000	0000	$	660.65
1/11/2019	Boonville Natural Gas Corp.	1169	23201	000	0000	$	17.25
1/11/2019	Sprint	1169	23201	000	0000	$	614.12
1/11/2019	Mounts Electric, Inc.	1169	36300	000	0000	$	772.65
1/11/2019	Arab	1169	39201	000	0000	$	70.00
1/11/2019	Metzger Construction Co Inc.	1176	22320	000	0531	$	8,264.95
1/11/2019	Metzger Construction Co Inc.	1176	22320	000	0531	$	9,116.80
1/11/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	768.44
1/11/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	190.97
1/11/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	199.58
1/11/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	898.55
1/11/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	471.10
1/11/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	951.35
1/11/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	252.68
1/11/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	259.31
1/11/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	320.30
1/11/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	680.17
1/11/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	1,213.51
1/11/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	202.86
1/11/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	300.62
1/11/2019	Sprint	1176	32400	000	9604	$	43.59
1/11/2019	Vectren Energy Delivery	1176	33000	000	0533	$	11.82
1/11/2019	Vectren Energy Delivery	1176	33000	000	0533	$	6.30
1/11/2019	Sprint	1197	32400	000	0000	$	172.07
1/11/2019	Warrick Co. Solid Waste Mgmt D	1197	44500	000	0000	$	51.60
1/11/2019	BRAUN, PATRICK & MARY JO	1201	57000	000	0000	$	57.60
1/11/2019	Wright, Ann	1215	18701	000	0000	$	100.00
1/11/2019	First Bankcard	1215	32300	000	0000	$	112.35
1/11/2019	Sprint	1215	32410	000	0000	$	43.59
1/11/2019	Tractor Supply Co	1219	21100	000	0000	$	47.57
1/11/2019	Vectren Energy Delivery	1219	21100	000	0000	$	76.15
1/11/2019	Vectren Energy Delivery	1219	21100	000	0000	$	126.77
1/11/2019	Tractor Supply Co	1219	23500	000	0000	$	79.85
1/11/2019	Tractor Supply Co	1219	23500	000	0000	$	55.36
1/11/2019	Tractor Supply Co	1219	23500	000	0000	$	53.76
1/11/2019	Tractor Supply Co	1219	23500	000	0000	$	66.25
1/11/2019	Unifirst Corporation	1219	24500	000	0000	$	40.83
1/11/2019	Unifirst Corporation	1219	24500	000	0000	$	40.83
1/11/2019	Boonville Utilities	1219	31421	000	0000	$	1,660.62
1/11/2019	U S Postmaster	1219	32200	000	0000	$	90.00
1/11/2019	Spectrum	1219	32400	000	0000	$	94.99
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	104.70
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	176.17
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	16.17
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	125.76
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	519.30
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	236.77
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	22.69
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	14.08
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	170.11
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	18.34

1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	88.40
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	53.34
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	33.78
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	72.80
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	12.54
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	14.88
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	171.77
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	349.47
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	158.45
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	131.49
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	141.65
1/11/2019	Vectren Energy Delivery	1219	33000	000	0000	$	465.02
1/11/2019	Wabash Valley Service Co	1219	33001	000	0000	$	510.19
1/11/2019	First Advantage Insurance	1219	34100	000	0000	$	150.00
1/11/2019	First Advantage Insurance	1219	34100	000	0000	$	150.00
1/11/2019	First Advantage Insurance	1219	34100	000	0000	$	150.00
1/11/2019	First Advantage Insurance	1219	34100	000	0000	$	150.00
1/11/2019	First Advantage Insurance	1219	34100	000	0000	$	150.00
1/11/2019	U.S. Bank	1219	36400	000	0000	$	71.38
1/11/2019	Indiana Office Of Technology	1222	31400	000	0000	$	103.39
1/11/2019	Spectrum	1222	31400	000	0000	$	105.00
1/11/2019	Sprint	2504	31400	000	0000	$	309.19
1/11/2019	Sprint	4901	32300	000	0000	$	87.18
1/11/2019	Ragle, Inc.	4903	60000	000	0000	$	75,608.00
1/11/2019	First Bankcard	4908	32200	000	0000	$	500.00
1/11/2019	Sprint	4908	36400	000	0000	$	21.38
1/11/2019	U.S. Bank	4908	36400	000	0000	$	35.44
1/11/2019	Meritain Health	5001	00534	000	0000	$	58,670.93
1/11/2019	Boston Mutual Life Insurance C	5200	00505	000	0000	$	1,704.36
1/11/2019	Unifirst Corporation	5251	00525	000	0000	$	62.49
1/11/2019	Unifirst Corporation	5251	00525	000	0000	$	52.05
1/11/2019	Unifirst Corporation	5251	00525	000	0000	$	64.59
1/12/2019	Brett M Roy	1000	31870	000	0202	$	225.00
1/15/2019	Fine & Hatfield, PC	1000	18100	000	0068	$	4,000.00
1/15/2019	Wabash Valley Service Co	1000	22100	000	0005	$	2,284.53
1/15/2019	Wabash Valley Service Co	1000	22100	000	0005	$	(23.63)
1/15/2019	Wabash Valley Service Co	1000	22100	000	0005	$	1,766.78
1/15/2019	County Council Association	1000	30200	000	0061	$	140.00
1/15/2019	Fine & Hatfield, PC	1000	31200	000	0068	$	25.20
1/15/2019	Fine & Hatfield, PC	1000	31200	000	0068	$	2,019.00
1/15/2019	Fine & Hatfield, PC	1000	31200	000	0068	$	245.00
1/15/2019	Fine & Hatfield, PC	1000	31200	000	0068	$	1,768.50
1/15/2019	5 Star Security Systems	1000	31400	000	0068	$	340.00
1/15/2019	5 Star Security Systems	1000	31400	000	0068	$	740.00
1/15/2019	5 Star Security Systems	1000	31400	000	0068	$	515.00
1/15/2019	5 Star Security Systems	1000	31400	000	0068	$	580.00
1/15/2019	Keller Shroeder	1000	31400	000	0068	$	1,240.00
1/15/2019	Tractor Supply Co	1000	31800	000	0380	$	43.99
1/15/2019	Tractor Supply Co	1000	31800	000	0380	$	53.99
1/15/2019	Tractor Supply Co	1000	31800	000	0380	$	43.99
1/15/2019	Tractor Supply Co	1000	31800	000	0380	$	51.00
1/15/2019	Tractor Supply Co	1000	31800	000	0380	$	50.99
1/15/2019	Tractor Supply Co	1000	31800	000	0380	$	125.95
1/15/2019	AT&T	1000	32400	000	0303	$	82.51
1/15/2019	U.S. Bank	1000	36400	000	0005	$	136.88
1/15/2019	U.S. Bank	1000	36400	000	0005	$	59.07
1/15/2019	5 Star Security Systems	1138	60017	000	0000	$	1,662.00
1/15/2019	Office Depot, Incorporated	1176	21310	000	0530	$	188.87
1/15/2019	Posey's Supermarket Inc.	1197	21100	000	0000	$	20.00

1/15/2019	GAMMON, EDDIE SR.	1201	57000	000	0000	$	1,030.38
1/15/2019	JOHNSON, JERRY III	1201	57000	000	0000	$	209.26
1/15/2019	RACHEL'S RANCHES LLC	1201	57000	000	0000	$	113.05
1/15/2019	Superion, LLC	1222	31400	000	0000	$	106.67
1/15/2019	American Structurepoint Inc	4903	61115	000	0000	$	1,227.33
1/15/2019	American Structurepoint Inc	4903	61116	000	0000	$	4,777.97
1/15/2019	Fine & Hatfield, PC	4903	61123	000	0000	$	1,013.00
1/15/2019	Usfleet Tracking	4907	31111	000	0000	$	479.40
1/15/2019	American Structurepoint Inc	8501	40001	000	0000	$	4,909.34
1/15/2019	American Structurepoint Inc	8502	40002	000	0000	$	19,111.87
1/17/2019	The Murphy Elevator Co Inc.	1000	36300	000	0162	$	282.80
1/17/2019	Old National Bank - Bonds	1112	31400	000	0000	$	750.00
1/17/2019	Vectren Energy Delivery	1112	45010	000	0000	$	14.76
1/17/2019	Alpha Laser Services	1176	21100	000	9604	$	43.93
1/17/2019	Alpha Laser Services	1176	21100	000	9604	$	60.50
1/17/2019	Metzger Construction Co Inc.	1176	22320	000	0531	$	21,120.33
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	252.15
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	323.12
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	2,551.01
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	102.73
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	545.23
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	600.60
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	609.29
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	3,368.78
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	1,531.94
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	996.01
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	633.52
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	1,271.81
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	826.22
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	1,217.73
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	193.76
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	955.41
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	182.70
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	621.04
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	410.50
1/17/2019	Mulzer Crushed Stone, Inc.	1176	23100	000	0531	$	621.48
1/17/2019	Warrick Solid Waste Mgt Dist	1219	32150	000	0000	$	84.60
1/17/2019	Warrick Solid Waste Mgt Dist	1219	32150	000	0000	$	205.80
1/17/2019	Metzger Construction Co Inc.	4903	63016	000	0000	$	49,183.64
1/17/2019	Metzger Construction Co Inc.	4903	63016	000	0000	$	100,592.51
1/17/2019	Metzger Construction Co Inc.	4903	63016	000	0000	$	81,460.32
1/17/2019	Metzger Construction Co Inc.	4903	63016	000	0000	$	31,679.25
1/17/2019	Metzger Construction Co Inc.	4903	63016	000	0000	$	188,516.74
1/17/2019	Metzger Construction Co Inc.	4903	63016	000	0000	$	26,041.41
1/17/2019	Metzger Construction Co Inc.	4903	63016	000	0000	$	803.16
1/17/2019	Metzger Construction Co Inc.	4903	63016	000	0000	$	5,867.90
1/17/2019	Metzger Construction Co Inc.	4903	63016	000	0000	$	9,891.73
1/17/2019	Meritain Health	5001	00500	000	0000	$	47,228.50
1/17/2019	Meritain Health	5001	00502	000	0000	$	6,196.87
1/17/2019	Meritain Health	5001	00516	000	0000	$	3,214.97
1/17/2019	Benistar/Hartford-6795	5001	00530	000	0000	$	22,675.51
1/17/2019	Meritain Health	5001	00532	000	0000	$	1,785.23
1/18/2019	Pat Brooks	1000	21100	000	0004	$	231.03
1/18/2019	Office Depot, Incorporated	1000	21100	000	0232	$	251.03
1/18/2019	The Lang Company	1000	21310	000	0232	$	17.33
1/18/2019	Word Systems Inc.	1000	21310	000	0232	$	441.45
1/18/2019	Alpha Laser Services	1000	21311	000	0232	$	140.00
1/18/2019	Alpha Laser Services	1000	23400	000	0202	$	69.00
1/18/2019	U.S. Bank	1000	31400	000	0068	$	116.47

1/18/2019	Quality Correctional Care, LLC	1000	31400	000	0380	$	600.00
1/18/2019	Sw Indiana Reg Yth Village	1000	31501	000	0068	$	2,992.00
1/18/2019	DERMATOLOGY ASSOCIATES	1000	31890	000	0202	$	26.00
1/18/2019	Verizon Wireless	1000	32410	000	0068	$	155.60
1/18/2019	Indiana Recorders Association	1000	39100	000	0004	$	570.00
1/18/2019	Indiana Judges Association	1000	39101	000	0232	$	200.00
1/18/2019	Satellite Tracking Of People L	1122	32300	000	0000	$	1,401.75
1/18/2019	Beam, Longest And Neff	1138	60012	000	0000	$	729.80
1/18/2019	Morrie Doll	1141	18102	000	0000	$	100.00
1/18/2019	Warrick Co. Solid Waste Mgmt D	1159	22500	000	0000	$	30.00
1/18/2019	Warrick Co. Solid Waste Mgmt D	1159	22500	000	0000	$	30.00
1/18/2019	Environmental Management Consu	1166	31111	000	0000	$	7,610.00
1/18/2019	Association / Indiana Counties	1189	31114	000	0000	$	150.00
1/18/2019	Association / Indiana Counties	1189	31114	000	0000	$	60.00
1/18/2019	Kaufman, Mitzi	1189	31114	000	0000	$	100.00
1/18/2019	Mash Networks	1189	31400	000	0000	$	662.50
1/18/2019	Fidlar Technologies Inc	1189	31400	000	0000	$	3,550.00
1/18/2019	Fidlar Technologies Inc	1189	58007	000	0000	$	1,388.00
1/18/2019	Fidlar Technologies Inc	1189	58007	000	0000	$	1,436.10
1/18/2019	CROCKER, KELLY	1201	57000	000	0000	$	554.71
1/18/2019	FISHER, ANDREW	1201	57000	000	0000	$	637.58
1/18/2019	Warrick County Treasurer	1201	57000	000	0000	$	560.60
1/18/2019	Association / Indiana Counties	1217	35100	000	0000	$	150.00
1/18/2019	Association / Indiana Counties	1217	35100	000	0000	$	60.00
1/18/2019	Pat Brooks	1217	35100	000	0000	$	100.00
1/18/2019	Unifirst Corporation	1219	24500	000	0000	$	40.83
1/18/2019	U.S. Bank	2001	44200	000	0000	$	57.55
1/18/2019	Warrick County Treasurer	2002	21202	000	0000	$	35.00
1/18/2019	Old National Bank - Bonds	4501	58006	000	0000	$	102,838.75
1/18/2019	Old National Bank - Bonds	4501	58006	000	0000	$	436,980.00
1/18/2019	Old National Bank - Bonds	4501	58006	000	0000	$	370,918.00
1/18/2019	Wabash Valley Service Co	4901	21100	000	0000	$	23.63
1/18/2019	Corrisoft, LLC	4901	32300	000	0000	$	226.60
1/18/2019	Clark Dietz, Inc.	4903	61123	000	0000	$	2,857.16
1/18/2019	Clark Dietz, Inc.	4903	61123	000	0000	$	11,613.80
1/18/2019	Rqaw Corporation	4903	61123	000	0000	$	2,020.00
1/18/2019	Metzger Construction Co Inc.	4903	63016	000	0000	$	1,652.29
1/18/2019	Metzger Construction Co Inc.	4903	63016	000	0000	$	7,273.06
1/18/2019	Roadsafe Traffic Systems Inc.	4903	63016	000	0000	$	9,428.38
1/18/2019	Hasenour, Laura	4921	31201	000	0000	$	200.00
1/18/2019	Spectrum	4921	31201	000	0000	$	519.53
1/18/2019	Arab	4921	31201	000	0000	$	70.00
1/18/2019	Corrisoft, LLC	4921	31201	000	0000	$	226.60
1/18/2019	Mountain Valley Of Evansville	4921	31201	000	0000	$	8.00
1/18/2019	Aflac Premium Holding	5200	00528	000	0000	$	4,191.79
1/18/2019	Unifirst Corporation	5251	00525	000	0000	$	48.36
1/18/2019	Unifirst Corporation	5251	00525	000	0000	$	40.95
1/18/2019	Kipfer, Gabriel	5362	00522	000	0000	$	30.00
1/18/2019	Teamsters Local # 215	5362	00522	000	0000	$	650.00
1/18/2019	Child Support Enforcement Agen	8099	31111	000	0000	$	116.51
1/18/2019	Clark Dietz, Inc.	8506	40005	000	0000	$	11,428.64
1/18/2019	Clark Dietz, Inc.	8506	40005	000	0000	$	46,455.20
1/18/2019	Rqaw Corporation	8507	40006	000	0000	$	8,080.00
1/18/2019	Beam, Longest And Neff	8508	40003	000	0000	$	2,919.20
1/22/2019	Treasurer Of State-ACH	1000	11103	000	0201	$	1,250.00
1/22/2019	Treasurer Of State-ACH	1000	11103	000	0202	$	1,250.00
1/22/2019	Treasurer Of State-ACH	1000	11103	000	0232	$	1,250.00
1/22/2019	Treasurer Of State-ACH	1000	17100	000	0068	$	286.89
1/22/2019	Jeffrey L Valiant	1000	18300	000	0079	$	50.00

1/22/2019	Gentry, Guy	1000	18300	000	0079	$	50.00
1/22/2019	Jeff Willis	1000	18300	000	0079	$	50.00
1/22/2019	Card Service Center	1000	21100	000	0009	$	1,255.52
1/22/2019	Card Service	1000	21100	000	0600	$	492.48
1/22/2019	Wowl Business	1000	32400	000	0008	$	96.47
1/22/2019	The Town Of Newburgh	1000	33000	000	0008	$	56.37
1/22/2019	Card Service Center	1000	38100	000	0009	$	18.63
1/22/2019	Assoc IN Prosecuting Attorneys	1000	39100	000	0009	$	650.00
1/22/2019	Card Service Center	1000	58001	000	0000	$	2,064.00
1/22/2019	Evansville Waterworks Dept	1112	33000	000	0000	$	24.03
1/22/2019	Indiana American Water	1112	45010	000	0000	$	24.97
1/22/2019	Wabash Valley Service Co	1169	22100	000	0000	$	75.20
1/22/2019	Wabash Valley Service Co	1169	22100	000	0000	$	592.15
1/22/2019	Wabash Valley Service Co	1169	22100	000	0000	$	692.06
1/22/2019	Wabash Valley Service Co	1169	22100	000	0000	$	765.29
1/22/2019	Wabash Valley Service Co	1169	22100	000	0000	$	1,307.67
1/22/2019	Wabash Valley Service Co	1169	22100	000	0000	$	1,730.14
1/22/2019	Wabash Valley Service Co	1169	22100	000	0000	$	3,143.21
1/22/2019	Wabash Valley Service Co	1169	22100	000	0000	$	75.20
1/22/2019	Wabash Valley Service Co	1169	22100	000	0000	$	2,454.97
1/22/2019	Wabash Valley Service Co	1169	22100	000	0000	$	1,619.41
1/22/2019	Wabash Valley Service Co	1169	22100	000	0000	$	746.40
1/22/2019	Wabash Valley Service Co	1169	22100	000	0000	$	75.20
1/22/2019	Metzger Construction Co Inc.	1169	22320	000	0000	$	1,417.43
1/22/2019	Warrick Solid Waste Mgt Dist	1169	22330	000	0000	$	296.76
1/22/2019	Warrick Solid Waste Mgt Dist	1169	22330	000	0000	$	524.95
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	1,237.11
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	1,530.04
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	778.85
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	555.21
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	606.54
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	315.38
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	277.74
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	525.56
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	583.66
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	1,220.34
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	1,183.64
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	276.38
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	561.82
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	249.71
1/22/2019	Mulzer Crushed Stone, Inc.	1169	23100	000	0000	$	693.47
1/22/2019	Unifirst Corporation	1169	23201	000	0000	$	265.89
1/22/2019	Unifirst Corporation	1169	23201	000	0000	$	6.50
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	6.50
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	12.44
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	211.09
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	6.00
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	276.28
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	252.30
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	1,793.60
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	49.75
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	1,003.89
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	25.00
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	356.17
1/22/2019	Brooks Spradlin, Megan	1201	57000	000	0000	$	286.00
1/22/2019	Affordable Builders of IN LLC	1201	57000	000	0000	$	305.17
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	27.84
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	404.92
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	49.71

1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	239.98
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	660.50
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	64.05
1/22/2019	Doggett, Daniel S & Phillis A	1201	57000	000	0000	$	16.95
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	5.65
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	145.38
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	5.00
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	40.00
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	95.44
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	67.70
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	388.45
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	29.70
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	29.70
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	194.31
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	0.30
1/22/2019	Warrick County Treasurer	1201	57000	000	0000	$	2.98
1/22/2019	Cambria Hotel	1215	32300	000	0000	$	125.00
1/22/2019	Wowl Business	1224	32460	000	0000	$	79.56
1/22/2019	Card Service Center	2504	21100	000	0000	$	988.24
1/22/2019	Wowl Business	2504	31400	000	0000	$	114.99
1/22/2019	Kay, Katy	4901	32300	000	0000	$	75.00
1/22/2019	Delta Properties LLC	4918	00141	000	0000	$	9,229.00
1/25/2019	U.S. Bank	1000	21100	000	0201	$	70.08
1/25/2019	Tri-State Reporting, Inc.	1000	31890	000	0201	$	40.00
1/25/2019	Brett M Roy	1000	31890	000	0201	$	37.50
1/25/2019	Brett M Roy	1000	31890	000	0201	$	112.50
1/25/2019	Brett M Roy	1000	31890	000	0201	$	75.00
1/25/2019	Mastison Law & Mediaton	1000	31890	000	0232	$	510.00
1/25/2019	Brett M Roy	1000	31890	000	0232	$	168.75
1/25/2019	Brett M Roy	1000	31890	000	0232	$	93.75
1/25/2019	Brett M Roy	1000	31890	000	0232	$	75.00
1/25/2019	Brett M Roy	1000	31890	000	0232	$	112.50
1/25/2019	Brett M Roy	1000	31890	000	0232	$	75.00
1/25/2019	Brett M Roy	1000	31890	000	0232	$	150.00
1/25/2019	Brett M Roy	1000	31890	000	0232	$	150.00
1/25/2019	Brett M Roy	1000	31890	000	0232	$	130.75
1/25/2019	Brett M Roy	1000	31890	000	0232	$	130.75
1/25/2019	Alpha Laser Services	1000	36900	000	0201	$	21.95
1/25/2019	Thomson Reuters West Payment C	1000	39400	000	0201	$	833.00
1/25/2019	Thomson Reuters West Payment C	1000	39400	000	0202	$	1,044.03
1/25/2019	Matthew Bender & Co Inc.	1000	39400	000	0232	$	515.61
1/25/2019	Thomson Reuters West Payment C	1000	39400	000	0232	$	977.06
1/25/2019	Yesterdaze, Inc.	1000	39500	000	0201	$	107.81
1/25/2019	Warrick County Treasurer	2001	21202	000	0000	$	75.00
1/25/2019	ASL Tang	2001	21202	000	0000	$	1,362.00
1/25/2019	CSI Computer Systems	2002	21100	000	0000	$	823.20
1/25/2019	CSI Computer Systems	2002	21100	000	0000	$	1,803.00
1/25/2019	CSI Computer Systems	2002	21100	000	0000	$	190.00
1/25/2019	Word Systems Inc.	2002	31111	000	0202	$	441.44
1/25/2019	Warrick County Treasurer	2002	39960	000	0000	$	150.00
1/25/2019	Warrick County Treasurer	2002	39960	000	0000	$	50.00
1/25/2019	Warrick County Treasurer	2002	39960	000	0000	$	25.00
1/25/2019	Warrick County Treasurer	2002	39961	000	0000	$	75.00
1/25/2019	Staples Credit Plan	2002	39961	000	0000	$	125.00
1/25/2019	Staples Credit Plan	2002	44000	000	0000	$	99.99
1/25/2019	Staples Credit Plan	2002	44000	000	0000	$	649.99
1/25/2019	Staples Credit Plan	2002	44000	000	0000	$	254.99
1/25/2019	Advanced Document Solutions	2002	44000	000	0000	$	(99.99)
1/25/2019			44000	000	0000	$	42.78

1/25/2019	Word Systems Inc.	2002	44000	000	0000	$	441.44
1/25/2019	Staples Credit Plan	2503	31120	000	0000	$	100.00
1/25/2019	National Test Systems	4921	31201	000	0000	$	1,750.00
1/25/2019	Redwood Toxicology Laboratory	4921	31201	000	0000	$	411.32
1/25/2019	U.S. Bank	4921	31201	000	0000	$	90.39
1/25/2019	R & A Sports	9210	24500	000	0000	$	104.00
1/29/2019	Quill Corporation	1000	21100	000	0001	$	21.62
1/29/2019	Quill Corporation	1000	21100	000	0001	$	19.78
1/29/2019	Quill Corporation	1000	21100	000	0002	$	207.48
1/29/2019	Quill Corporation	1000	21100	000	0002	$	(41.49)
1/29/2019	Quill Corporation	1000	21100	000	0002	$	308.26
1/29/2019	Office Depot, Incorporated	1000	21100	000	0003	$	94.60
1/29/2019	Office Depot, Incorporated	1000	21100	000	0003	$	323.10
1/29/2019	Office Depot, Incorporated	1000	21100	000	0003	$	1,268.18
1/29/2019	American Stamp & Marking Produ	1000	21100	000	0003	$	48.94
1/29/2019	Quill Corporation	1000	21100	000	0003	$	139.98
1/29/2019	Quill Corporation	1000	21100	000	0003	$	599.98
1/29/2019	Helms Plumbing/electric,LLC	1000	21100	000	0004	$	1,770.00
1/29/2019	B-Hive Printing	1000	21100	000	0009	$	127.00
1/29/2019	Alpha Laser Services	1000	21100	000	0068	$	140.00
1/29/2019	Office Depot, Incorporated	1000	21100	000	0079	$	53.57
1/29/2019	BADGEPASS, INC.	1000	21100	000	0302	$	35.41
1/29/2019	B-Hive Printing	1000	21100	000	0660	$	264.00
1/29/2019	Office Connection	1000	21150	000	0004	$	279.96
1/29/2019	Wox Bank (Wright Express)	1000	22100	000	0005	$	162.88
1/29/2019	Best One Tire & Service-Newbur	1000	22200	000	0005	$	372.00
1/29/2019	Best One Tire & Service-Newbur	1000	22200	000	0005	$	479.80
1/29/2019	Best One Tire & Service-Newbur	1000	22200	000	0005	$	707.64
1/29/2019	Gem Chemical Company, Inc.	1000	22400	000	0162	$	65.80
1/29/2019	Gem Chemical Company, Inc.	1000	22400	000	0162	$	58.00
1/29/2019	Gem Chemical Company, Inc	1000	22400	000	0162	$	122.18
1/29/2019	BEASLEY BRUSH & SUPPLY	1000	22400	000	0380	$	78.00
1/29/2019	Gem Chemical Company, Inc	1000	22400	000	0380	$	325.17
1/29/2019	Renway Distributors Inc.	1000	22400	000	0360	$	531.61
1/29/2019	Bob Barker Company Inc.	1000	22700	000	0380	$	470.37
1/29/2019	Lewis Bros Bakeries, Inc.	1000	22710	000	0380	$	46.80
1/29/2019	Lewis Bros Bakeries, Inc.	1000	22710	000	0380	$	46.15
1/29/2019	Siegels	1000	24500	000	0005	$	67.00
1/29/2019	Siegels	1000	24500	000	0005	$	97.00
1/29/2019	Siegels	1000	24500	000	0005	$	(33.01)
1/29/2019	Siegels	1000	24500	000	0005	$	7.95
1/29/2019	Siegels	1000	24500	000	0005	$	16.00
1/29/2019	Siegels	1000	24500	000	0005	$	18.98
1/29/2019	Siegels	1000	24500	000	0005	$	24.00
1/29/2019	Siegels	1000	24500	000	0005	$	24.00
1/29/2019	Siegels	1000	24500	000	0005	$	143.00
1/29/2019	Siegels	1000	24500	000	0005	$	128.00
1/29/2019	Siegels	1000	24500	000	0005	$	25.00
1/29/2019	Siegels	1000	24500	000	0005	$	8.95
1/29/2019	Siegels	1000	24500	000	0005	$	39.95
1/29/2019	Siegels	1000	24500	000	0005	$	8.95
1/29/2019	Siegels	1000	24500	000	0005	$	34.00
1/29/2019	Siegels	1000	24500	000	0005	$	109.00
1/29/2019	Siegels	1000	24500	000	0005	$	67.00
1/29/2019	Siegels	1000	24500	000	0005	$	93.00
1/29/2019	St. Mary's Convenient Care	1000	25000	000	0005	$	192.00
1/29/2019	Tele/Data Communications Of IN	1000	30200	000	0068	$	393.95
1/29/2019	Tri-State Fire Protection Inc.	1000	31400	000	0068	$	95.00
1/29/2019	East Pines Animal Clinic Inc	1000	31800	000	0360	$	73.70

1/29/2019	East Pines Animal Clinic Inc	1000	31800	000	0380	$	137.04
1/29/2019	St Marys Medical Center	1000	32000	000	0380	$	258.89
1/29/2019	Mobilex	1000	32000	000	0380	$	60.00
1/29/2019	Garcia Lab	1000	32000	000	0380	$	3.00
1/29/2019	Garcia Lab	1000	32000	000	0380	$	33.00
1/29/2019	St Vincent Evansville Medical	1000	32000	000	0380	$	41.13
1/29/2019	St Marys Medical Center	1000	32000	000	0380	$	35.00
1/29/2019	St. Vincent Warrick	1000	32000	000	0380	$	862.28
1/29/2019	Business Communications Soluti	1000	32400	000	0303	$	198.25
1/29/2019	Axis Forensic Toxicology	1000	32500	000	0007	$	275.00
1/29/2019	Thomson Reuters West Payment C	1000	33100	000	0009	$	413.00
1/29/2019	Nat'l Assoc School Resource Of	1000	35100	000	0005	$	40.00
1/29/2019	St. Vincent Warrick--EMS	1000	35100	000	0380	$	320.00
1/29/2019	Ziemer East Chapel	1000	36000	000	0068	$	100.00
1/29/2019	Titzer Family Funeral Homes	1000	36000	000	0068	$	100.00
1/29/2019	Titzer Family Funeral Homes	1000	36000	000	0068	$	100.00
1/29/2019	Alexander Funeral Home--East	1000	36000	000	0068	$	100.00
1/29/2019	Alexander Funeral Home--East	1000	36000	000	0068	$	100.00
1/29/2019	Alexander Funeral Home--East	1000	36000	000	0068	$	100.00
1/29/2019	Aigner Hardware	1000	36100	000	0162	$	45.99
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	28.65
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	27.99
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	4.99
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	9.35
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	17.94
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	5.58
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	19.69
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	8.00
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	74.49
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	32.99
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	38.92
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	14.98
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	5.38
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	12.48
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	21.15
1/29/2019	Aigner Hardware	1000	36200	000	0162	$	4.50
1/29/2019	Rent-A-Plumber, Inc.	1000	36200	000	0162	$	569.05
1/29/2019	Grainger	1000	36200	000	0380	$	(56.41)
1/29/2019	Grainger	1000	36200	000	0380	$	112.16
1/29/2019	Bumper To Bumper / Btb Chandle	1000	36200	000	0380	$	4.99
1/29/2019	Aigner Hardware	1000	36200	000	0380	$	44.96
1/29/2019	Sherwin-Williams	1000	36200	000	0380	$	299.04
1/29/2019	Ferguson Enterprises Inc #1480	1000	36200	000	0380	$	91.78
1/29/2019	Sherwin-Williams	1000	36200	000	0380	$	69.43
1/29/2019	Culligan Of Evansville	1000	36200	000	0380	$	438.75
1/29/2019	Bumper To Bumper / Btb Chandle	1000	36200	000	0380	$	41.83
1/29/2019	Springfield Electric Supply	1000	36200	000	0380	$	62.80
1/29/2019	Aigner Hardware	1000	36200	000	0380	$	25.38
1/29/2019	Aigner Hardware	1000	36200	000	0380	$	25.98
1/29/2019	Aigner Hardware	1000	36200	000	0380	$	43.26
1/29/2019	Aigner Hardware	1000	36200	000	0380	$	3.98
1/29/2019	Aigner Hardware	1000	36200	000	0380	$	65.96
1/29/2019	Sherwin-Williams	1000	36200	000	0380	$	410.64
1/29/2019	Paul Hawa Mha, R.T.(r) Arrt	1000	37010	000	0007	$	150.00
1/29/2019	Sternberg Ford	1000	44300	000	0005	$	28,495.00
1/29/2019	Evansville Super Bike Shop Inc	1111	45010	000	0000	$	128.18
1/29/2019	Office Depot, Incorporated	1112	21100	000	0000	$	85.85
1/29/2019	Office Depot, Incorporated	1112	21100	000	0000	$	57.38
1/29/2019	CDW Government, Inc.	1112	44200	000	0000	$	1,321.68

1/29/2019	CDW Government, Inc.	1112	44200	000	0000	$	381.24
1/29/2019	Slade Print	1112	45010	000	0000	$	118.43
1/29/2019	Coca Cola Bottling Co	1112	45010	000	0000	$	217.50
1/29/2019	Coca Cola Bottling Co	1112	45010	000	0000	$	138.00
1/29/2019	S Star Security Systems	1112	45010	000	0000	$	384.00
1/29/2019	Aigner Hardware	1112	45010	000	0000	$	66.16
1/29/2019	PREMIER BOATLIFTS & DOCKS INC	1112	45010	000	0000	$	3,950.00
1/29/2019	Evansville Super Bike Shop Inc	1112	45010	000	0000	$	128.18
1/29/2019	Indiana Southern Railroad	1112	51260	000	0000	$	2,152.50
1/29/2019	Total Coast Services	1122	32300	000	0000	$	700.50
1/29/2019	Ubelhor Tree Service LLC	1141	31400	000	0000	$	8,000.00
1/29/2019	Ubelhor Tree Service LLC	1141	31400	000	0000	$	7,182.70
1/29/2019	Quill Corporation	1159	21100	000	0000	$	137.45
1/29/2019	Aigner Hardware	1159	22500	000	0000	$	11.05
1/29/2019	Ackermen Oil Co Inc	1169	22100	000	0000	$	2,576.43
1/29/2019	Best One Tire & Service	1169	22200	000	0000	$	210.51
1/29/2019	J & J Supply Inc.	1169	22330	000	0000	$	3,156.00
1/29/2019	J & J Supply Inc.	1169	22330	000	0000	$	158.04
1/29/2019	J & J Supply Inc.	1169	22330	000	0000	$	6,720.00
1/29/2019	Brian's Concrete Supplies	1169	22330	000	0000	$	69.62
1/29/2019	Brian's Concrete Supplies	1169	22330	000	0000	$	92.00
1/29/2019	J & J Supply Inc.	1169	22330	000	0000	$	2,060.70
1/29/2019	J & J Supply Inc.	1169	22330	000	0000	$	17.92
1/29/2019	J & J Supply Inc.	1169	22330	000	0000	$	96.80
1/29/2019	Meuth Construction	1169	22330	000	0000	$	598.00
1/29/2019	Meuth Construction	1169	22330	000	0000	$	732.50
1/29/2019	Meuth Construction	1169	22330	000	0000	$	739.00
1/29/2019	Meuth Construction	1169	22330	000	0000	$	678.25
1/29/2019	Meuth Construction	1169	22330	000	0000	$	617.50
1/29/2019	Meuth Construction	1169	22330	000	0000	$	435.25
1/29/2019	Meuth Construction	1169	22330	000	0000	$	246.00
1/29/2019	Meuth Construction	1169	22330	000	0000	$	374.50
1/29/2019	Perfection Driveline Inc - CTC	1169	23201	000	0000	$	33.40
1/29/2019	Warrick Automotive Supply	1169	23201	000	0000	$	83.08
1/29/2019	Warrick Automotive Supply	1169	23201	000	0000	$	46.66
1/29/2019	Warrick Automotive Supply	1169	23201	000	0000	$	39.38
1/29/2019	Warrick Automotive Supply	1169	23201	000	0000	$	11.48
1/29/2019	Warrick Automotive Supply	1169	23201	000	0000	$	100.67
1/29/2019	Warrick Automotive Supply	1169	23201	000	0000	$	64.44
1/29/2019	Warrick Automotive Supply	1169	23201	000	0000	$	62.38
1/29/2019	Warrick Automotive Supply	1169	23201	000	0000	$	20.60
1/29/2019	Warrick Automotive Supply	1169	23201	000	0000	$	137.12
1/29/2019	Warrick Automotive Supply	1169	23201	000	0000	$	76.28
1/29/2019	Airgas USA, LLC	1169	23201	000	0000	$	515.20
1/29/2019	Vorwerk Truck Sales	1169	23201	000	0000	$	391.91
1/29/2019	Heritage-Crystal Clean LLC	1169	23201	000	0000	$	373.62
1/29/2019	Underhill, Randal	1169	23201	000	0000	$	60.00
1/29/2019	Lester Abbott	1169	23201	000	0000	$	86.50
1/29/2019	Stello Products Incorporated	1169	24100	000	0000	$	687.60
1/29/2019	ERS Wireless Communications	1169	32400	000	0000	$	293.57
1/29/2019	Aigner Hardware	1169	36300	000	0000	$	7.99
1/29/2019	Aigner Hardware	1169	36300	000	0000	$	5.99
1/29/2019	Aigner Hardware	1169	36300	000	0000	$	1.85
1/29/2019	Auto Wheel And Rim Service Inc	1169	36300	000	0000	$	337.74
1/29/2019	Auto Wheel And Rim Service Inc	1169	36300	000	0000	$	126.58
1/29/2019	Slisco's American Hose & Hydrau	1169	36300	000	0000	$	84.44
1/29/2019	Ebn Construction & Industrial	1169	36300	000	0000	$	179.51
1/29/2019	Equipment Marketing Company	1169	36300	000	0000	$	633.86
1/29/2019	Equipment Marketing Company	1169	36300	000	0000	$	297.27

1/29/2019	Erosion Resource/Supply Inc.	1169	36300	000	0000	$	990.00
1/29/2019	Fleetpride	1169	36300	000	0000	$	537.22
1/29/2019	Interstate Batteries Of Wabash	1169	36300	000	0000	$	115.00
1/29/2019	Lawson Products, Inc.	1169	36300	000	0000	$	810.99
1/29/2019	Aigner Hardware	1169	36300	000	0000	$	15.49
1/29/2019	Aigner Hardware	1169	36300	000	0000	$	1.56
1/29/2019	Aigner Hardware	1169	36300	000	0000	$	134.48
1/29/2019	Aigner Hardware	1169	36300	000	0000	$	35.99
1/29/2019	Aigner Hardware	1169	36300	000	0000	$	10.50
1/29/2019	Aigner Hardware	1169	36300	000	0000	$	28.27
1/29/2019	Aigner Hardware	1169	36300	000	0000	$	25.50
1/29/2019	Aigner Hardware	1169	36300	000	0000	$	18.99
1/29/2019	Aigner Hardware	1169	36300	000	0000	$	11.93
1/29/2019	Auto Wheel And Rim Service Inc	1169	36300	000	0000	$	507.49
1/29/2019	Auto Wheel And Rim Service Inc	1169	36300	000	0000	$	154.98
1/29/2019	Boonville Lawn And Garden Inc	1169	36300	000	0000	$	10.36
1/29/2019	Ebn Construction & Industrial	1169	36300	000	0000	$	181.65
1/29/2019	Equipment Marketing Company	1169	36300	000	0000	$	419.12
1/29/2019	ERB Equipment Company	1169	36300	000	0000	$	166.60
1/29/2019	Hutson, Inc.	1169	36300	000	0000	$	1,208.00
1/29/2019	Hutson, Inc.	1169	36300	000	0000	$	561.67
1/29/2019	Interstate Batteries Of Wabash	1169	36300	000	0000	$	87.42
1/29/2019	Interstate Batteries Of Wabash	1169	36300	000	0000	$	124.00
1/29/2019	Interstate Batteries Of Wabash	1169	36300	000	0000	$	499.00
1/29/2019	O'Reilly Auto Parts	1169	36300	000	0000	$	17.94
1/29/2019	Rudolph Brothers	1169	36300	000	0000	$	41.89
1/29/2019	Rudolph Brothers	1169	36300	000	0000	$	50.80
1/29/2019	Sternberg International Inc	1169	36300	000	0000	$	178.68
1/29/2019	Sternberg International Inc	1169	36300	000	0000	$	8.95
1/29/2019	Sternberg International Inc	1169	36300	000	0000	$	362.06
1/29/2019	Warrick Automotive Supply	1169	36300	000	0000	$	14.25
1/29/2019	Warrick Automotive Supply	1169	36300	000	0000	$	28.03
1/29/2019	Warrick Automotive Supply	1169	36300	000	0000	$	1,062.37
1/29/2019	Warrick Automotive Supply	1169	36300	000	0000	$	22.02
1/29/2019	Warrick Automotive Supply	1169	36300	000	0000	$	38.09
1/29/2019	Warrick Automotive Supply	1169	36300	000	0000	$	80.78
1/29/2019	Warrick Automotive Supply	1169	36300	000	0000	$	39.78
1/29/2019	Warrick Automotive Supply	1169	36300	000	0000	$	115.86
1/29/2019	Warrick Automotive Supply	1169	36300	000	0000	$	7.41
1/29/2019	Carter Lumber Co	1169	36300	000	0000	$	124.56
1/29/2019	Airgas USA, LLC	1169	37100	000	0000	$	530.54
1/29/2019	Nix Sanitary Service	1169	37100	000	0000	$	140.00
1/29/2019	Sternberg International Inc	1169	44200	000	0000	$	6,066.11
1/29/2019	Sternberg International Inc	1169	44200	000	0000	$	561.59
1/29/2019	Slade Print	1219	21100	000	0000	$	160.33
1/29/2019	Ken Shounds Equipment, Inc.	1219	22100	000	0000	$	46.53
1/29/2019	Aigner Hardware	1219	22100	000	0000	$	28.15
1/29/2019	O'Reilly Auto Parts	1219	22100	000	0000	$	77.59
1/29/2019	Carter Lumber	1219	23200	000	0000	$	89.09
1/29/2019	Aigner Hardware	1219	23210	000	0000	$	32.45
1/29/2019	Aigner Hardware	1219	23210	000	0000	$	27.43
1/29/2019	Aigner Hardware	1219	23210	000	0000	$	19.96
1/29/2019	Aigner Hardware	1219	23210	000	0000	$	16.97
1/29/2019	Warrick Co Dept Of Parks & Rec	1219	31400	000	0000	$	141.00
1/29/2019	Lamb Electric And Repair	1219	36400	000	0000	$	1,231.77
1/29/2019	Aigner Hardware	1219	36400	000	0000	$	4.19
1/29/2019	Aigner Hardware	1219	36400	000	0000	$	12.95
1/29/2019	Aigner Hardware	1219	36400	000	0000	$	2.39
1/29/2019	O'Reilly Auto Parts	1219	36400	000	0000	$	119.83

1/29/2019	Evapar	1222	44000	000	0000	$	972.50
1/29/2019	CDW Government, Inc.	1224	23130	000	0000	$	1,934.80
1/29/2019	Office Depot, Incorporated	1224	23130	000	0000	$	17.36
1/29/2019	Office Depot, Incorporated	4506	21100	000	0000	$	5,600.00
1/29/2019	Office Depot, Incorporated	4506	21100	000	0000	$	99.99
1/29/2019	Indoff, Inc.	4901	21100	000	0000	$	99.02
1/29/2019	Princeton Daily Clarion	4901	32300	000	0000	$	96.90
1/29/2019	Reising, Conner	4908	31400	000	0000	$	384.62
1/29/2019	Reising, Conner	4908	31400	000	0000	$	384.62
1/29/2019	Quill Corporation	8899	21100	000	0000	$	2.37
1/29/2019	Quill Corporation	8899	21100	000	0000	$	22.14
1/29/2019	Indoff, Inc.	9211	21310	000	0000	$	67.49
1/29/2019	Indoff, Inc.	9211	21310	000	0000	$	353.03
1/29/2019	Correctional Counseling, Inc.	9211	35010	000	0000	$	1,150.00
1/29/2019	Correctional Counseling, Inc.	9211	35030	000	0000	$	35.91
					Grand Total:		$ 2,113,007.83

I hereby certify that each of the above listed vouchers and the invoices, or the bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6, January 28th, 2019. IC 5-11-10-2 permits the governing body to sign the accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing. We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, in the total amount of: $2,113,007.83 Dated this 28th day of January, 2019. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Terry Phillips, Member

Debbie Stevens, Auditor

WARRICK COUNTY COMMISSIONERS
107 WEST LOCUST STREET
SUITE 301
OLD COURTHOUSE
BOONVILLE, INDIANA 47601

Merlin Welshelt Dan Saylor Robert Johnson

"ACCEPTANCE AND AGREEMENT OF TERMS"

Regarding the sale of Fuels to Warrick County for 2019-2020,

We, Wabash Valley Service Co. (Company Name), do hereby confirm we have thoroughly reviewed and completely understand all the terms, requirements and conditions contained within the Invitation to Bid as provided to us by the Warrick County COMMISSIONERS or the Warrick County Purchasing Manager regarding the above purchase. We, also, hereby agree to accept, comply and abide by all such provisions.

Company Representative	Agent of Warrick County
Date: 1-11-19	Date: January 28, 2019
Printed Name: Roger Winter	Printed Name: Dan Saylor
Signature: Roger Winter	Signature: Dan Saylor
Title: Energy Dept. Mgr.	Title: President

Wabash Valley
ENERGY COOPERATIVE
MY FUTURE

909 North Court Street · Grayville, IL 62844
Phone: (618) 375-2311 · Toll Free (888) 860-8127 · Fax: (618) 375-5351

January 31, 2019

Warrick County Commissioner
107 W. Locust St.
Room 301
Old Courthouse
Boonville, IN 47601

Subject: Fuel Contract

Dear Joe,

As Wabash Valley Service Company submitted a fuel bid to the Warrick County Commissioners at their January 14, 2019 regular meeting and said bid was subsequently accepted at the regular commissioner meeting on January 28, 2019, the "Flex Bid" option was accepted.

"Flex Pricing" effective on date of bid submittal:

Unleaded Gasoline: $1.31
"On Road" Dieselex: $1.6861
"Off Road" Dieselex: $1.6897

This contract shall be in effect between April 1, 2019 through March 31, 2020.

Thanks,

Wabash Valley Service Company
Roger Winter
(Authorized Signature)
ROGER WINTER
(Printed Name)
1-31-19
(Date)

Warrick County Commissioners
Dan Saylor
(Authorized Signature)
Dan Saylor
(Printed Name)
1-31-2019
(Date)

2019-2020 BID PRICES

VENDOR: WABASH VALLEY SERVICE Co.

PRICE ($$$) Per Gallon

	FIRM	FLEX
UNLEADED GASOLINE	$ 1.6641	$ 1.31
ON ROAD DIESEL	$ 2.106	$ 1.6861
OFF ROAD DIESEL	$ 2.111	$ 1.6897

1.) Bid the above fuels as specified in the Invitation to Bid.

2.) Bid either FIRM or FLEX or Both

3.) Do not include any Federal, State or Local taxes or fees in the bid price.

4.) All fuels are: Delivered, F.O.B. Destination, Freight Prepaid to all Warrick County locations, all EMS stations or any bidder's locations where fuel may be available to Warrick County vehicles.

Page Two

WARRICK COUNTY COMMISSIONERS
107 WEST LOCUST STREET
ROOM 301, OLD COURTHOUSE
BOONVILLE, INDIANA 47601

Dan Saylor Marlin Weisheit Robert Johnson

INVITATION TO BID

December 6, 2018

The Warrick County Commissioners are hereby soliciting competitive bids from various area vendors with the intended purpose of purchasing Petroleum Products and/or Fuels for County owned and operated vehicles and equipment; more specifically, **Gasoline; "On-Road" Diesel Fuel; and "Off-Road" Diesel Fuel.**

CONTENTS

I. Contractual Terms
II. Bid Evaluation Criteria
III. Specifications
IV. Discussion
V. Changes to Bid Requirements
VI. Conditions for Rejection
VII. Award Considerations
VIII. Proof of Financial Responsibility
IX. Additional Requirements
X. Due Date
XI. Where to Send Bids
XII. Contact Information

I. CONTRACTUAL TERMS

A. The successful bidder is obliged to accept Warrick County's State mandated "Claims Payment Policy" (Indiana Code IC 36-2-6) which determines how and when claims, bills or invoices are paid. It should be noted that the policy does not always conform to the terms of payment commonly adopted by vendors in the private sector, such as, Net 30 or 60, etc. Subsequently, some flexibility and co-operation between the vendor and the County is necessary to allow the County the time required to comply with State Code and pay its bills. It is for this reason that Warrick County will not be held responsible for any late fees, interest or penalties associated with this agreement.

B. Warrick County is exempt from Indiana Sales Tax.
-Tax Exempt Number: 00319076001
-Federal ID Number: 35-6000210

C. Bidders must possess the proper occupational licenses required to market, supply and deliver petroleum products in the State of Indiana.

D. The successful bidder is responsible for any damage to public or private property, whatsoever, and shall replace and/or repair all such damage to equal or original condition to the satisfaction and approval of the Warrick County Commissioners and/or the property owner. If whenever and wherever it would become necessary for the company awarded this contract to enter upon public or private thoroughfares or property for the transportation and/or delivery of equipment, manpower, products or materials in fulfillment of their contractual obligations with Warrick County, they shall be responsible for any damages resulting from their or their employees' negligence.

E. Bidders have the option of bidding a **FIRM** and/or a **FLEX** base price per gallon for each line, class or category of fuel specified. All prices bid, whether **FIRM** or **FLEX**, are for fuels delivered F.O.B. destination, freight prepaid to all Warrick County storage facilities and/or any tanks provided to the County by the vendor. These bid prices would also pertain to any fuels County vehicles purchase from remote wholesale or retail facilities or fueling locations around the area owned and operated by the vendor who has been awarded the County contract for 2019; for instance, a retail gas station.

A **FIRM** base bid price is, hereby, defined as a constant, non-adjustable price per gallon that remains unchanged throughout the term of the contract.

A **FLEX** base bid price per gallon, however, allows the successful bidder the opportunity and obligation for escalation and de-escalation of price [IC 5-22-17-10(c)(d)]. It grants them the right to increase and the responsibility to decrease the base bid **FLEX** price in an amount equal to any change in their cost of materials. It is important to note that the successful bidder must be prepared to furnish to the Warrick County Commissioners and the Warrick County Purchasing Manager verification and proper documentation to substantiate the claim of any changes in costs. Any such proof should be provided within five (5) working days of any alteration in the price charged the County.

Pursuant to Indiana Code – IC 5-22-17-4, a contract containing a provision for escalation and de-escalation of price may be renewed if the price is computed using the commonly accepted index, such as, OPIS (Oil Price Information Service) or a formula set forth in the contract. In this case, any formula used to calculate price changes would include proprietary data the vendor would most likely not want to make public or share with others. Also, upon agreement by both parties, a contract may be renewed any number of times; and, the term of the renewed contract may not be longer than the term of the original contract.

F. Even though the Warrick County Commissioners may initially award a particular class or category of fuel at a **FLEX** price, if favorable market opportunities should present themselves resulting in more favorable and advantageous prices, the Commissioners reserve the right to change that FLEX price to a FIXED price and "Lock-In" these better prices for a specific time and quantity.

3

G. The successful bidder will be responsible for administering the collection and execute the reporting of all: federal, state or local fees and taxes associated with the fuel(s) they supply to the County.

H. The prices, terms and conditions of this contract are applicable to all Warrick County Government offices, departments and storage facilities. The seller may be required to provide departmentalized billing.

I. The successful bidder will be responsible for providing, at no cost to the County, fuel tanks at these locations:

LOCATION	TANK VOLUME
EMS – Boonville	500 Gallon
EMS – Lynnville	500 Gallon
EMS – Newburgh	300 Gallon
Solid Waste – Boonville	500 Gallon
Parks – Boonville	500 Gallon
Parks – Three (Overhead Tanks)	300 Gallon Each

It is the responsibility of the successful bidder to insure these tanks Are in compliance with all federal, state and local, fire & safety, OSHA and any other relevant and/or applicable regulations, codes or laws. It is understood that the County will use these "loaner" tanks to store only the fuels provided by or purchased from the successful bidder.

J. The successful bidder must provide Warrick County with a "Certificate of Insurance" (COI) before being permitted to deliver or sell any fuel or petroleum products to Warrick County. A "Sample" COI is included in the bid package. Any COI submitted must contain **all** the terms and conditions as expressed in the SAMPLE COI; anything less will be rejected. Also, any proposed liability limit amounts must equal or exceed those shown on the COI.

K. Pursuant to [IC 5-22-17-3(d)], the contract payment and performance obligations are subject to the appropriation and availability of funds. Also, the County must have available a sufficient appropriation balance or an approved additional appropriation before awarding a contract [IC 5-22-17-3(e)].

L. The County reserves the right to purchase fuel from other, non-contracted suppliers under "Special" circumstances; such as, an emergency; or when traveling outside the area; or if the County's existing storage or disposal equipment is damaged and, for whatever reason, is unable to dispense fuel.

4

M. The contractual agreement between the successful bidder(s) and Warrick County shall be for the **TERM OF ONE (1) YEAR** from April 1, 2019 through March 31, 2020.

II. BID EVALUATION CRITERIA

The following criteria will be considered when evaluating the bids:

- Inspection
- Testing
- Quality
- Workmanship
- Delivery
- Suitability for a Particular Purpose

III. SPECIFICATIONS

A. The three (3) categories, lines or classes of fuels available for bid are:

A. Unleaded Gasoline
B. Diesel – On-Road
C. Diesel – Off-Road

B. Using actual usage data from April 1, 2017 through March 31, 2018, and assuming similar conditions to persist in the future, we **estimate** our requirements for annual fuel usage (in total gallons) to be approximately:

(1) Unleaded Gasoline - 87,500 Gallons
(2) On Road Diesel – 62,302 Gallons
(3) Off Road Diesel – 40,676 Gallons

However, since it is impossible to determine exactly what quantity of fuel may actually be needed or consumed by the County in any given year, Warrick County will not be held responsible or is under no obligation to purchase more or less of the quantities noted above.

5

C. Below is a comprehensive list of all the County locations to be serviced by the successful vendor. Some of the tanks will be provided by the vendor as mentioned earlier and others are owned and provided by the County:

(1) Jail Complex – Unleaded Gas – 2000 Gallon
(2) Highway Department:
- Unleaded Gas – 2000 Gallon
- On Road Diesel – 2000 Gallon
- Off Road Diesel – 1000 Gallon
(3) EMS Stations:
- On Road Premium Diesel – two (2) tanks - 550 Gallons each – 1100 Gal.
- " " - one (1) tank - 300 Gallons
(4) Solid Waste (Landfill) – On Road Diesel – 1000 Gallons
(5) Parks Department :
– Scales Lake - Off Road Diesel – 500 Gallon
– Scales lake – Gasoline – 300 Gallon
– Friedmann Park – Gasoline – 300 Gallon
- Friedman – Off Road Diesel – 300 Gallon
(6) EMA – Communication's Generator @ water tower - Diesel – 100 Gallon

Depending upon the operational needs of the County, the size, location and number of fuel tanks may change at any time without prior notification or approval of the contracted fuel vendor.

D. The successful bidder will be responsible for providing Material Safety Data Sheets (MSDS) to all County fuel delivery locations. MSDS sheets should be updated as necessary by the seller.

In addition, Fuel Specification Sheets must be submitted for all classes of fuel bid. During the winter months, the County may request additional verification and/or certification regarding purchase of "winter blended" fuels. Upon request from the Warrick County Commissioners or Purchasing Manager, the successful bidder will be responsible for pulling a fuel sample and providing lab test results for CFPP Target (Dec-Feb) for a -20°F CFPP minimum protection.

The successful bidder/seller agrees to make restitution for any losses, expenses or damages incurred by Warrick County vehicles or equipment, including additional administrative and attorney fees, as a result of fuel quality issues. If any fuel issues arise, the bidder/seller will be notified and may be required, at their expense, to provide fuel samples for analysis and review. Warrick County may also request, at the bidder/seller's expense, that fuel samples are to be tested by multiple laboratories to confirm results of analysis.

E. Physical Properties of the Fuels:

Unleaded Gasoline

- Must have a minimum Octane rating of 87.
- May be blended to contain up to approximately 10% Ethanol
- Must meet all new truck & car manufacturers requirements
- Must be high detergent
- Must meet D 4814 Specifications

Diesel Fuel – On and Off Road

i. **Sulfur Content, Weight %:** 0.0015 maximum
ii. **BTU Content:** minimum 136,000 or API Gravity – 39 maximum
iii. **Cetane Rating** – Minimum - between 46 and 49

The successful bidder could be required, at their expense and at any time within the term of the contract, to provide Warrick County with a simple Cetane rating test or an actual Cetane engine lab test to verify the Cetane rating in the County's tanks or the vendor's delivery trucks.

iv. **Detergency:** Values must be consistent with a fuel designated as a "PREMIUM" Diesel Fuel.
5. **Stability:** 82% reflectance minimum (Octel, F21 Method).
6. **Lubricity:** A minimum of 460 MWSD
7. **Winter Operability:** -20°F Cold Filter Plug Point Target
8. **Cloud Point:** 10°F
9. **Pour Point:** 50°F
10. **Bacteria and Fungus:** 0 cfu/ml

F. **DISCUSSION**

Pursuant to [IC 5-22-5-5(b/3)(d) &(e)], the Warrick County Commissioners and Purchasing Manager reserve the right to discuss proposed specifications with perspective bidders in order to clarify these specification requirements. All bidders will be accorded fair and equal treatment with respect to the opportunity for discussion and revision of any proposed specification

G. **CHANGES TO BID REQUIREMENTS**

Pursuant to [IC 5-22-7-13], the County, or its Purchasing Manager, may make a decision to permit a change to the requirements of the Invitation to Bid. This action will be supported by the Board of Commissioners and be provided/presented in a written determination.

H. **CONDITIONS FOR REJECTION**

When it is determined to be in the best interest of the County and pursuant to IC 5-22-18-2, the County reserves the right to cancel a solicitation or to reject offers (bids), in whole or in part. The reason for the cancellation or rejection should be made part of the contract file.

I. **AWARD CONSIDERATIONS**

Pursuant to [IC 5-22-7-8], a contract shall be awarded with reasonable promptness by written notice or E-mail to the lowest responsible and responsive bidder. In addition [IC 5-22-17-10(b)], a purchasing agent may award a contract for petroleum products to the lowest responsible and responsive bidder or to **all** responsible and responsive bidders. If a contract is awarded to **all** responsible and responsive bidders, the purchasing agent must still purchase from the lowest bidder [IC 5-22-17-10(d)]. Whenever it is necessary for the County to buy fuel, they must request current price quotes in writing or by e-mail from all the awarded bidders and purchase from the lowest responsible and responsive offer submitted.

IC 5-22-17-12(a) provides that offers (bids) can be accepted and contract(s) awarded **to one or more bidders** separately or for any combination of a line or a class of supplies contained in the Invitation to Bid. Lines or classes in this bid are described as distinctive fuel categories as defined in Section – **III. SPECIFICATIONS:** (1) Unleaded Gasoline, (2) "On-Road" Diesel and (3) "Off-Road" Diesel. The contract for these three (3) individual classes of fuels will be awarded to the lowest responsible and responsive bidder in each category.

J. **PROOF OF FINANCIAL RESPONSIBILITY**

A Five-Thousand Dollar ($5,000) Bid Bond **must accompany** all bids. Only one (1) Bid Bond is required from each bidder regardless of how many lines, classes or categories they bid. The Warrick County Commissioners shall be designated " bond recipients". The Bond must be executed by a corporate surety licensed under the laws of Indiana. Please, do not send checks, money orders or cashier checks.

K. ADDITIONAL BID REQUIREMENTS

These Five (5) documents must be completed and submitted with all bids:

a. Non-Collusion Affirmation
b. Equal Employment Opportunity Form
c. Form of Proposal
d. E-Verification
e. Agreement and Acceptance of Terms & Conditions

- Copies of all the forms mentioned in this section are included in the bid Package.

L. BID DUE DATE

Bids are due on or before **Monday, January 8, 2019.** They will be opened and read aloud at the regularly scheduled public meeting of the Warrick County Commissioners, convening at 4:00 PM (local time) on this date in Room 303 of the Old Courthouse, 107 West Locust Street, Boonville, Indiana, 47601.

Bid packages are available or can be inspected at the office of Joe Grassman, Warrick County Purchasing Manager, 107 West Locust Street, Room 310, Old Courthouse, Boonville, Indiana, 47601. Regular office hours are Monday -- Friday, 8:00 AM to 11:00 AM and 12:00 PM to 4:00 PM.

M. WHERE TO SEND BIDS

Send or deliver sealed bids to this address:

Warrick County Purchasing Department
Attention: Joe Grassman, Mgr.
107 West Locust Street
Room 310, Old Courthouse
Boonville, IN 47601

N. CONTACT INFORMATION

Joe Grassman: Warrick County Purchasing Manager-
(Office) 812-897-8622
(Fax) 812-897-6189
(Cell) 812-457-6732

(E-mail) purchasing@warrickcounty.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Insurance Agency

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
CUSTOMER ID #: COMM-1

SAMPLE

INSURED: Contractors Name
Contractors address

INSURER(S) AFFORDING COVERAGE:
INSURER A: Name of Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	POLICY NUMBER WITH DA			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	POLICY NUMBER WITH DA			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE NOTE:- The Umbrella Policy is required only on jobs of $100,000.00 or more.	X	n/a	POLICY NUMBER WITH DA			EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	POLICY NUMBER WITH DA		X STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

Coverage is on a primary and non-contributory basis. Warrick County is an Additional Insured under all policies except Workers Compensation. All policies, excluding the Umbrella Policy, provide for a waiver of Subrogation against Warrick County.

CERTIFICATE HOLDER:
Warrick County
Board of Commissioners
107 W. Locust St., Room 301
Boonville, IN 47601

CANCELLATION:
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Marlin Welshell Robert Johnson Dan Saylor

NON-COLLUSION AFFIRMATION

STATE OF INDIANA)
) SS:
WARRICK COUNTY)

The undersigned offerer or agent, duly swears, under penalties of perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

_____
Offerer (Firm)

_____
Signature of Offerer or Agent

_____
Printed Name of Offerer or Agent

_____
Date

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities, and programs provided as part of this contract will meet the requirements of the American's With Disabilities Act and the rules and regulations promulgated there under

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union, or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contracts.

Vendor Representative (please print)	Signed
Vendor Name	Telephone
Vendor Address	Date

Warrick County Commissioners
107 W Locust
BOONVILLE, INDIANA 47601
Martin Weisheit Bob Johnson Dan Saylor

FORM OF PROPOSAL

1	Date:	
2	Governmental Unit:	WARRICK COUNTY COMMISSIONERS
3	Item(s) or project being bid:	COUNTY 2019-20 FUEL CONTRACT
4	Offeror (Firm):	
	Address:	
	City / State / Zip:	
	Telephone Number:	
	Fax Number:	
	Agent or contact person:	
5	BID PRICES	See attached Bid Sheet, page 2

Page 1

Pursuant to notices given, the undersigned offers Warrick County in accordance with the following atta attachments specifying : class,item number,description,quantity,price & total amount.
The contract will be awarded in accordance with specifications. Offeror promises that it has not offered nor received a less price than the price stated in its offer/proposal for the supplies included in its offer/proposal. Offeror further agrees that it will not withdraw its offer/proposal from the office in which it is filed. A certified check or bond shall be filed with each offer/proposal if required, and liability for breach shall be enforceable upon evidence of financial responsibility.

Signature of Offeror or Agent _____

Page 1

2019-2020 BID PRICES

VENDOR: _____

PRICE ($$$) Per Gallon

	FIRM	FLEX
UNLEADED GASOLINE		
ON ROAD DIESEL		
OFF ROAD DIESEL		

1.) Bid the above fuels as specified in the Invitation to Bid.

2.) Bid either FIRM or FLEX or Both

3.) Do not include any Federal, State or Local taxes or fees in the bid price.

4.) All fuels are: Delivered, F.O.B. Destination, Freight Prepaid to all Warrick County locations, all EMS stations or any bidder's locations where fuel may be available to Warrick County vehicles.

Page Two

Addendum

WHEREAS, _____(Name of "Successful Bidder") and the Warrick County Commissioners) have entered into a contract whereas _____(Vendor's name) agrees to: Sell to Warrick County all its Fuel needs for 2019 through 2020.

WHEREAS, said parties wish to supplement the terms of said agreement as provided herein;

NOW, THEREFORE, the parties do agree that the agreement shall incorporate the following terms as though originally set forth therein;

1. As required by IC 22-5-1.7, _____ does not knowingly employ an unauthorized alien.
2. As required by IC 22-5-1.7, _____ is enrolled in or will enroll in and will verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1-7.3. _____ understands that it is not required to participate should the E-Verify program cease to exist. _____ also understand that it is not required to participate if _____ is an individual and does not employ any employees.
3. As required by IC 22-5-1.7, _____ will not knowingly employ or contract with an unauthorized alien. _____ will not retain an employee or contract with a person that it subsequently learns is an unauthorized alien.
4. As required by IC 22-5-1.7, _____ will require its subcontractors who perform work under any contract with _____ to certify to _____ that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. _____ will maintain this certification throughout the duration of the term of a contract with a subcontractor.
5. As required by IC 22-5-1.7, _____ understands that WC Commissioners may terminate for default if they fail to cure a breach of IC 22-5-1.7 or any statement contained herein no later than thirty days after being notified by Warrick County.

By: _____ Date: _____
Title: _____

Warrick County Claims for Payment
Non-Certified Claims 01-28-2019

Menards-Evansville (Storm Water)		$ 35.44	Air Freshener Purchas
	Grand Total:	$ 35.44	

Dan Saylor, President

Bob Johnson, Vice President

Terry Phillipe, Member

Debbie Stevens, Auditor

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

Dan Saylor Bob Johnson Terry J Phillippe

February 5, 2019

Indiana Department of Natural Resources
Division of Outdoor Recreation
402 W. Washington St., W271
Indianapolis, IN 46204

RE: Letter of Support for Trail Heads – Southwest Indiana

To Whom It May Concern:

The Board of Commissioners of Warrick County, Indiana, are happy to submit this Letter of Support for Trail Heads – Southwest Indiana, and their proposed Lincoln-Brackenridge Trail located in Warrick County, Indiana.

This organization's vision is to create a trail to honor Abraham Lincoln and the historic walks he took from his boyhood home to Boonville, Indiana (County Seat of Government), where the future 16th President of the United States "learned the law" from John Breckenridge.

It is our great hope that this project will come to fruition and add a "Next Level Trail" to the recreational infrastructure in Warrick County.

Thank you for your consideration.

Respectfully submitted:

Warrick County Board of Commissioners

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Terry J Phillippe, Board Member

Clerk 2019

MICROVOTE GENERAL CORPORATION

2019 INFINITY VOTING SYSTEM ANNUAL MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January, 2019, by and between the County of Warrick, Indiana, acting by and through the Board of County Commissioners, hereinafter referred to as the "County", and MicroVote General Corporation, an Indiana corporation, hereinafter referred to as "MicroVote".

WHEREAS, the County desires to contract for the annual maintenance agreement for the MicroVote Election Management System, and WHEREAS, MicroVote has expressed a willingness to provide those services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

a. Unlimited software upgrades: Upgrades and release notes will be made to conform to state requirements and will be sent once approved by the State Election Commission. These upgrades will also comply with Election Assistance Commission (EAC) standards and any changes with these standards.
b. Technical Support: 24 hour technical support will be available for "help desk" level inquiries. Help desk support will be limited to questions related to the software functions only. Help desk support *does not* include ballot development or re-working databases created by county.
c. Version Control: MicroVote will control all firmware and software versions and will require County to install the most recent upgrade. This is to ensure version control throughout the United States.
d. Updates to software and firmware do not include the labor and parts necessary to comply with the Election Assistance Commission (EAC) 2005 voluntary voting standards.

The parties hereto agree that County shall pay MicroVote for the work performed under this agreement as set forth above, the sum of $12,000 per year. MicroVote understands and agrees that this agreement is contingent upon the approval and appropriations of monies by the Warrick County Council. County agrees to pay the said fee within sixty (60) days of the date of the invoice.

The term of this agreement shall be for a period of one (1) year to commence on the 1st day of January 2019.

MicroVote specifically agrees that in performance of the services herein enumerated that they will comply with any and all state, federal and local statutes, ordinances, and regulations.

Nothing under this agreement shall be construed to give any rights or benefits in this agreement to anyone other than MicroVote and County, and all duties and responsibilities pursuant to this agreement will be for the sole and exclusive benefit of MicroVote and County and not for the benefit of any other party.

The County, insofar as authorized by law, binds itself and its successors, and MicroVote binds its successors and assignees to the other party of this agreement with respect to all covenants of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

MICROVOTE GENERAL CORPORATION
By *Mandy Miller*
Mandy Miller, Chief Operating Officer

WARRICK COUNTY
By *Dan Saylor*
Authorizing Signature for County
ATTEST: (if applicable)

Clerk to the Board

CSI Database ~~Maintenance~~ Agreement
*efiling Clerk-2019

FILED
FEB 07 2019

DATABASE MAINTENANCE
AGREEMENT NOTICE

October 1, 2018

Your current Database Maintenance Agreement is about to expire or is not currently under a maintenance agreement as designated below. In order to continue support of your existing Database software, to discontinue support or to begin a new maintenance agreement, please give CSI advance notice of your intentions.

To assure renewal of your existing agreement, please respond to this notice no later than November 15, 2018. CSI needs your signed approval before we can begin the renewal.

Return this document by fax to (317) 913-4175, Attention of CSI Maintenance. If you would like additional information or an estimate on a new agreement, please contact Kevin Cook at your convenience by calling toll free (866) 913-4160.

Thank you for being a CSI partner.

Kevin Cook
President

Summary of Coverage: The Database Software is used by CSI for its software programs. Database Maintenance covers updates and new releases. Updates and new releases become necessary if CSI has a new software release, the County needs to increase the number of user licenses, the server operating system is upgraded/changed or bug fixes are needed to properly operate the Database Software.

Current Expiration: 12/31/2018

Renewal Cost: $2850 New Coverage Period: 01/01/19-12/31/19

✓ I want to **RENEW** coverage for Database Maintenance

____ I do **NOT** want coverage for Database Maintenance

Dan Saylor
Signature

Date 1-28-2018

Dan Saylor
Printed Name

Warrick County Clerk

CSI Hardware Agreement - Clerk 2019

FILED
FEB 07 2019

MAINTENANCE AGREEMENT

COMMENCEMENT DATE: 1/1/2019 INVOICE #: 19-8072

WARRICK COUNTY
CUSTOMER NAME

HARDWARE LIST: See attached
INSTALLATION COUNTY: Same

The service supplier (Supplier) agrees to provide and the Customer named below agrees to accept maintenance on the equipment listed below at the terms and conditions stated herein.

See Attached For Detailed List of Equipment

WARRICK COUNTY -- Inv. Amt: $12034

CALL WINDOW: Monday thru Friday 8:00 a.m. to 5:00 p.m.

The Customer acknowledges that the Customer has read this Agreement, including the reverse side, and agrees to be bound by it. This Agreement is the complete and exclusive statement between the Supplier and the Customer relating to the subject matter of this Agreement.

CUSTOMER:

WARRICK COUNTY

Dan Saylor
SIGNATURE AUTHORIZED REPRESENTATIVE DATE

NAME (PRINT OR TYPE)

TITLE

PLEASE RETAIN THIS COPY FOR YOUR RECORDS ____

ACCEPTED BY:

CSI-Computer Systems, Inc.
12975 Parkside Drive
Fishers, IN 46038

AUTHORIZED SIGNATURE 10/02/18
DATE

CSI COPY: PLEASE SIGN AND RETURN ✓

2019 CSI GENERAL MAINTENANCE AGREEMENT
WARRICK COUNTY
For the period of 1/01/19-12/31/19

Last Update 10/1/2018

Agency	Product	Serial Number	Monitor	Monitor Serial Number	Annual Amount	Amount Due	Agency Amount
	SYSTEM SUPPORT						
	System Support Agreement				$5,000.00	$ 5,000.00	$ 5,000.00
	JTS Imaging Software Support - >10 scanners				$ 2,500.00	$ 2,500.00	
	Fujitsu 6130	286961	CSI Scanner Loaner & Imaging Support		$ 200.00	$ 200.00	
	Fujitsu 6130	322517	CSI Scanner Loaner & Imaging Support		$ 200.00	$ 200.00	
	Fujitsu 6130	321812	CSI Scanner Loaner & Imaging Support		$ 200.00	$ 200.00	
	Fujitsu fi 6130Z	456107	CSI Scanner Loaner & Imaging Support		$ 200.00	$ 200.00	
	Fujitsu fi 7160	C10A149008	CSI Scanner Loaner & Imaging Support		$ 200.00	$ 200.00	
	Fujitsu fi 7160	C10A149010	CSI Scanner Loaner & Imaging Support		$ 200.00	$ 200.00	
	Fujitsu fi 7160	C10A149127	CSI Scanner Loaner & Imaging Support		$ 200.00	$ 200.00	
	Fujitsu fi 7160	C10A149008	CSI Scanner Loaner & Imaging Support		$ 200.00	$ 200.00	
		TOTAL SYSTEM SUPPORT				$ 9,100.00	
	SERVER						
	HP First Call Support				$ 350.00	$ 350.00	
	HP Proliant ML350 G8	2M24041MR7			$ 948.00	$ 948.00	
			Acer 17" LCD	20200514342	$ 30.00	$ 30.00	
							$ 1,328.00
	DESKTOP WORKSTATIONS						
						$ -	
						$ -	$ -
	PRINTERS						
	Eltron GX420t	31J10370327			$ 78.00	$ 78.00	
	Eltron GX420t	29J10240669			$ 78.00	$ 78.00	
	Epson TM-U220	F7A5015108			$ 36.00	$ 36.00	
	Epson TM-U220/NIC	F6WF203633			$ 45.00	$ 45.00	
	Fujitsu fi 7160	C10A149008			$ 155.00	$ 155.00	
	Fujitsu fi 7160	C10A149010			$ 155.00	$ 155.00	
	Fujitsu fi 7160	C10A149127			$ 155.00	$ 155.00	
	Fujitsu fi 7160	C10A149008			$ 155.00	$ 155.00	
						$ -	$ 657.00
	NETWORK HUBS/SWITCHES						
	Pro 2650 48 port	TW5248DCY1			$ 165.00	$ 165.00	
	Smartups 1500	SAS0520121362			$ 79.00	$ 79.00	
	HP 8 port switch	CN1198J00M			$ 8.00	$ 8.00	
	HP 8 port switch	CN2228J0G3			$ 8.00	$ 8.00	
	APS Bkup 350 UPS	3B1016X53569			$ 7.00	$ 7.00	
	APS Bkup 350 UPS	3B1109X01348			$ 7.00	$ 7.00	
	APS Bkup 350 UPS	3B1109X01048			$ 7.00	$ 7.00	
	APS Bkup 350 UPS	4B1217P42474			$ 7.00	$ 7.00	
							$ 284.00
	MISCELLANEOUS						
	Fujitsu 6130	286961	Scanner Warranty Only		$ 155.00	$ 155.00	
	Fujitsu fi 6130Z	456107	Scanner Warranty Only		$155.00	$155.00	
	Fujitsu fi 7160	??	Scanner Warranty Only		$155.00	$155.00	
							$ 465.00
	TOTAL HARDWARE					$ 2,934.00	

TOTAL DUE 01/01/2019 $ 12,034.00

NOTE: ONLY EQUIPMENT ON THIS LIST WILL BE COVERED

See CSI's General Maintenance Agreement contract for terms and conditions for products covered under this agreement

CSI Disaster Recovery - Lexin [illegible]

FILED
FEB 07 2019

DISASTER RECOVERY SERVICES AGREEMENT

This Disaster Recovery Services Agreement (hereinafter "Agreement") is between CSI - Computer Systems, Inc. (hereinafter "CSI"), and the Warrick County, IN Clerk (hereinafter "Clerk").

The parties hereto agree as follows:

I. DEFINITIONS

The following terms, as used herein shall have the following meanings:

1. Licensed Software - means such software (in executable form), documentation, file layouts and other tangible or intangible information included in CSI's JTS applications and related to the operation thereof which are the intellectual properties of CSI.
2. System Software - means such software, documentation and other tangible or intangible information constituting the network server or personal computer operating system software packages, database development software, word processing, ad hoc report writer software, or any other non-CSI developed software; and related to the operation thereof as have been licensed to CSI, or others for redistribution and sublicensing and as have been or are hereafter delivered or disclosed by CSI to Clerk or Clerk's employees.
3. Backup - shall mean a copy of all Licensed Software data and electronic images.
4. Cloud – shall mean the storage solutions provided with various capabilities to store and process data in off-site data centers.
5. Cloud Access System – A storage solution that provides a user with remote and secure access by the Internet to the Licensed Software and System Software with data and images recovered from the Backup.
6. Disaster – is any unplanned event or incident that prevents access to the data and images necessary to resume critical business operations after a natural or human-induced event or incident.
7. DRaaS - shall mean Disaster Recovery as a Service and is a cloud based repository and backup of all Licensed Software data and images and the recovery process of regaining access to the data and images necessary to resume critical business operations after a natural or human-induced disaster.
8. Media Copy - shall mean the objects on which data and images can be stored. These objects include tapes and hard drives. The term 'media' will be used interchangeably with tape and hard drive backup.

II. AGREEMENT TERM

1. The Agreement Term is effective only upon the execution by the parties and will continue for a term of one (1) year from the date herein. Thereafter, this Agreement must be renewed and either party may cancel this Agreement as detailed herein or elect not to renew this Agreement.

III. DRaaS PRICING

1. DRaaS pricing is based upon the volume all data and images that are stored in the

CSI Cloud Backup. The Agreement will establish a Base Cloud Backup Volume and an Agreement Term that will be reviewed annually to determine the actual volume of data stored in the CSI Cloud.

2. DRaaS Pricing:
   A. One Year Term - $575 per year for the Base Cloud Backup Volume.
      1. Base Cloud Backup Volume – 45 GB.

IV. PAYMENT TERMS

1. Payments for the DRaaS Agreement Term are due annually of each calendar year and are to be paid in advance. CSI ca payment to coincide with a January 1 to December 31 calen
2. In the event fees for this Agreement become delinquent by days, this Agreement shall be suspended. CSI shall be entit current due charges plus interest at 1.5% per month plus co fees.

Approved $575.00 per the minutes. KD.

V. CSI RESPONSIBILITIES

1. CSI will provide DRaaS services for the pricing and term per the Agreement detailed herein.
2. Cloud Backup. The Cloud Backup will store data and images that can be recovered up to the maximum of one year from the date of the disaster.
3. Local Backup. CSI will setup a local Backup system on the media recommended by CSI. The Local Backup system will be the primary source for DRaaS services.
4. Licensed Software maintenance. CSI will provide all maintenance of Licensed Software as detailed in a separate agreement upon payment by Clerk of such maintenance fees.
5. DRaaS Services. CSI will begin to provide DRaaS services within 4 hours of notification by Clerk of a disaster.
6. Security. CSI will encrypt all of the data and images at the local server and transfer the data and images using a secured connection and stored encrypted data and images in the Cloud Backup.
7. Monitoring Services. CSI will monitor the Backup Monday thru Friday each week for any problems.
8. Testing Services. CSI will test the restore of the Backup to a CSI server twice during the term of this Agreement
9. Cloud Access System. In the event that the Licensed Software and System Software cannot be restored on the local production server for DRaaS services within a 24 hour period, CSI may provide a Cloud Access System for the Clerk. If CSI provides for the Cloud Access System and once the Licensed Software and System Software have been restored to the local production server, CSI will restore the data and images from the Could Access System to the local production server.

VI. CLERK RESPONSIBILITIES

1. Clerk will provide at least one local Backup on the media recommended by CSI.
2. Incident Detection. Clerk is responsible to notify CSI in the event of an incident

of lost data and of any disaster and loss of access to Licensed Software data and images.

3. Clerk is responsible for the restoration of the Licensed Software, System Software and hardware in the event of a disaster before CSI can provide DRaaS services.
4. Clerk will provide CSI remote and secure access to the local Backup and production server that is operating the Licensed Software and System Software. CSI prefers a Virtual Private Network (VPN) access.
5. Clerk is to provide the secure internet access and VPN capabilities to access the Cloud Access System.

VII. WARRANTIES AND LIMITATIONS

1. DRaaS services. CSI is not responsible for any cost or damage associated with any breach or hacking of the CSI Cloud Backup, Cloud Access System or any data stolen or accessed, the loss of use of the Backup, Licensed Software, System Software or any other resources, loss of business or profits, any loss of data, any third party claims, or costs associated with a breach or hacking of the CSI Cloud Backup or Cloud Access System.
2. Ownership and Authority. CSI warrants that it has full power and authority to grant the rights granted by this Agreement to Clerk with respect to Licensed Software, System Software and DRaaS services without the consent of any other person; and that neither the performance of services by CSI nor the license of and use by Clerk of the Licensed Software will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other rights of any third party.
3. Warranties Not Affected by Lease. All representations, certifications, and warranties under this Agreement shall extend through and survive the term of any lease agreement entered into by Clerk in conjunction with the Licensed Software, and services provided under this Agreement, notwithstanding any action by Clerk to pledge, mortgage, or lease its interest, so long as the Licensed Software is properly possessed and used by Clerk.
4. CSI's Liability to the Clerk for damages from any cause whatsoever and regardless of the form of an action, whether in contract or in tort, including negligence, cracking of the CSI Cloud Backup shall not exceed the charges paid or payable for one (1) year of DRaaS that is the subject matter of or is directly related to the cause of action arose. This limitation will not apply to claims for personal injury or damage to real or tangible personal property caused by CSI's negligence.
5. No action (whether in contract or in tort, including negligence) arising out of the performance of CSI under the Agreement may be brought by either party more than eighteen (18) months after the cause of action has arisen except an action for nonpayment may be brought within eighteen (18) months of the date of the last payment.
6. In no event will CSI be liable for any cost or damage associated with the loss of use of the DRaaS Backup, Licensed Software, System Software or any other resources, for any lost data, loss of business or profits, any third party claims, cost of substitute programs or any other special, indirect or consequential damages

even if CSI has been advised of or should have known of the possibility of such damages or for any claim against the Clerk by any other party. This includes the conversion by CSI of data from another system to the Licensed Software, conversion of existing data to new releases or enhancements of Licensed Software or any data transferred to Licensed Software whether provided by CSI or converted by CSI. CSI will take all reasonable precautions to ensure that the data is correct, but does not guarantee the accuracy of such data. Clerk agrees to verify and take responsibility for all data contained in Licensed Software. CSI agrees to assist Clerk in correcting any errors identified by Clerk as a result of any conversion or transfer of data to the Licensed Software. Any errors as a result of the transfer or conversion of data to Licensed Software by Clerk or Clerk Representative are not the responsibility of CSI to correct. CSI may agree to assist Clerk at CSI's then current hourly rate. CSI assumes no responsibility for obsolescence of the Licensed Software programs or documentation.

7. The Clerk agrees to indemnify and defend CSI for any claims by third parties which are occasioned by or arising from CSI's performances pursuant to instructions of the Clerk including DRaaS services for Clerk.
8. In providing service, CSI does not assure uninterrupted operation of the Licensed Software and CSI is not responsible for failure to render services due to causes beyond its control or failure of the system software, hardware and/or equipment for which the Licensed Software is to function on.
9. CSI makes no other representations or warranty express or implied with respect to any Licensed Software hereunder, including without limitation, any representation or warranty as to its merchantability or fitness for any intended use. CSI shall have no liability hereunder for any incidental or consequential damages arising out of this Agreement or out of the Licensed Software.
10. THESE WARRANTIES ARE MADE TO AND FOR THE BENEFIT OF CLERK ONLY. CSI MAKES NO OTHER WARRANTIES OF ANY KIND WHATEVER, EXPRESS OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE WARRANTIES STATED ABOVE ARE HEREBY DISCLAIMED BY CSI AND EXCLUDED FROM THIS AGREEMENT.

VIII. SOFTWARE LICENSES, CONFIDENTIALITY AND MAINTENANCE

1. Licensed Software: In accordance with the terms herein, CSI hereby grants to Clerk, and Clerk accepts from CSI, a perpetual, nontransferable, nonexclusive license to use Licensed Software as developed or otherwise delivered under the provisions of this Agreement. The Licensed Software license rights include only the executable versions. The Licensed Software shall be operated only at location(s) identified as Clerk's Facility. Clerk has the right to access or produce an ASCII file of the Licensed Software file layouts subject to the execution of an acceptable Non-Disclosure Agreement between CSI, Clerk and any third-party agent of Clerk. Any use of or access to the Licensed Software file layouts are confidential information and are subject to the executed Non-Disclosure Agreement and all confidentially requirements detail in this Agreement. Workstations may be located elsewhere, provided that the Licensed Software

reside in Clerk's Facility. The Licensed Software license rights temporarily will be extended for use on backup equipment located other than in Clerk's Facility for a reasonable period when Clerk's computing equipment is not available. CSI shall at Clerk's request provide to Clerk any and all license agreements and/or warranties applicable to, whether or not Clerk is a signatory thereto. CSI may provide to Clerk upon request copies of all underlying software license under which CSI is granted right to sublicense hereunder.

2. TITLE TO LICENSED SOFTWARE AND CONFIDENTIALITY AGREEMENT: The Licensed Software licensed hereunder including Source Code, and file layouts and all copies thereof are proprietary to CSI and/or to its licensor, and title thereto remains in CSI or its licensor. All applicable rights to patents, copyrights, trademarks and trade secrets in the Licensed Software are and shall remain in CSI and/or its licensors except as provided herein. Clerk shall not sell, transfer, publish, disclose, display or otherwise make available the Licensed Software, Source Code, file layouts or copies thereof to others except as provided herein. Clerk agrees that during the term of license and thereafter, it will hold the Licensed Software, Source Code and file layouts in strict confidence, that it will not except as provided herein disclose or otherwise make the Licensed Software, Source Code and file layouts or any part thereof available to any third party including but not limited to accountants, attorneys, consultants, and other agents and servants in the course of Clerk's business, and that it will take all reasonable steps and precautions to maintain the confidentiality of the Licensed Software, Source Code and file layouts. Clerk further agrees that it will restrict use of the information provided hereunder solely to the field of use defined and granted in this Agreement, and will not use any information in tangible or intangible form which has been or may be delivered or disclosed to Clerk or Clerk's employees by CSI for the purpose of creating or attempting to create, or permitting others to create, the programs which operate the Licensed Software or any part of the Licensed Software except as may be permitted under this Agreement. Upon the termination of the Licensed Software license as detailed herein, Clerk agrees to return to CSI all tangible portions of the Licensed Software, Source Code and file layouts together with all copies thereof at any time made by Clerk.

3. Maintenance. CSI shall maintain the Licensed Software at no additional charge, subject to Clerk paying for the CSI Premium Software Maintenance Agreement and this Agreement, so that it operates in conformity with all descriptions and specifications in the Agreement and remains in compliance with applicable statutes, rules, regulations or practices of the State of Indiana, State Board of Accounts or other competent authority. CSI shall perform such services in a timely and professional manner by qualified personnel and that the services and software shall conform to the standards generally observed in the industry for similar services and software.

IX. DEFAULT AND TERMINATION OF AGREEMENT

1. Clerk shall be in default hereunder upon the occurrence of any of the following events: (1) if any sum of money owed by Clerk hereunder is not paid when due and remains unpaid for a period of thirty (30) days or more after notice of default

from CSI to Clerk, unless CSI shall at the time be in default of this Agreement, (2) if any breach occurs of any provisions of the confidential disclosure agreement set forth herein, or (3) if any material breach by Clerk occurs of any other term of this Agreement which is not cured by Clerk within thirty (30) days after notice of such violation or failure has been given by CSI to Clerk. Clerk recognizes that said confidentiality is of considerable value to CSI and that in the event of any such default of the confidentiality or any other default, CSI shall have the option to at any time thereafter terminate this Agreement by giving notice of termination to Clerk and thereupon all sums owed by Clerk hereunder shall become immediately due and payable to CSI and CSI may proceed with any or all other appropriate remedies provided for by law.

2. CSI shall be in default hereunder in the event of (1) a breach by CSI of any warranty expressly set forth herein or a material breach by CSI of any other term or condition of this Agreement, and CSI shall fail to cure such breach within thirty (30) days after notice of such breach is given by Clerk to CSI or (2) CSI makes an assignment for the benefit of creditors, or commences or have commenced against it any proceedings in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws. In addition to any other remedies available to the Clerk as provided in this Agreement, thirty (30) days following such notice of breach from Clerk, Clerk shall be entitled to terminate this Agreement by giving notice of termination to CSI. Clerk has the option of continuing use of the Licensed Software provided payment of the same.

A. Cancellation of Agreement. CSI or Clerk may elect to cancel this Agreement prior to the expiration of the Agreement Term herein for any reason by providing written notice. In the event this Agreement is canceled, CSI will entirely destroy and remove all data and images stored for the Clerk in the CSI Cloud Backup. There will be NO REFUNDS or credits if Clerk cancels the Agreement before the expiration of the one (1) year Agreement unless such cancellation by Clerk is for just cause due to an uncured material breach of one or more of the terms of this Agreement by CSI in which case Clerk shall receive a refund of any fees paid through the date of said breach.

X. GENERAL

1. This Agreement may be modified only by a written amendment duly signed by the authorized representative of both parties. Variances from the terms and conditions of this Agreement in any custom contract or other written notification will be of no effect.
2. Without the prior written consent of CSI, the Clerk may not assign this Agreement. Any attempt by Clerk to assign any of the rights or obligations of this Agreement without such consent is void.
3. If either party defaults in its obligation under this Agreement and the default continues for thirty (30) days after written notice thereof by the other party, this Agreement may be terminated by the other party without prejudice to any other remedy.
4. If either party on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion will not prevent enforcement on any other occasion.

5. In compliance with IC 22-5-1.7-11, CSI has enrolled in the USCIS E-Verify Program, Company ID #483133 to verify that all CSI new hires and all employees (existing and new) directly performing work under Federal contracts, are authorized to work in the United States.

XI. AGREEMENT EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written below, and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CSI: CSI - Computer Systems, Inc.

BY: _____
Kevin J. Cook
President

DATE: 10-8-18

CLERK:

BY: Patricia Perry DATE: 2/6/19
Patricia Perry, Clerk