**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
April 22, 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**

**Commissioner Saylor:** Thank you. Sheriff, I appreciate you never turning me down on that. I don't know what I'd do. I'd have to go to Plan B. Thank you, everyone. I'd like to say this morning I got a call at 4:30 (AM) this morning and, about a catastrophic leak in our Judicial Center, and I just want to thank our custodial staff and our maintenance crew for addressing that, getting on that immediately. It probably saved tens of thousands of dollars' worth of damage to records. There's probably twenty-five ($25,000.00) to thirty thousand dollars ($30,000.00) of damage to those records the way it is. But with their quick action and equipment that we have on hand, they, it made the damage as minimal as possible I think. I'd just like to publicly thank them and you know, for people to come in that early in the morning and help out, I really appreciate that. So, thank you.

## RECESS TO THE PUBLIC HEARING

**Commissioner Saylor:** First item on our agenda is our Public Hearing. Sherri? Is that you?

**Sherri Rector:** I can. You would want to recess.

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

**Commissioner Johnson:** Make a motion to recess.

**Commissioner Saylor:** Okay, all in favor?

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** (Inaudible). (Motion carried 3-0).

## PUBLIC HEARING
## IN THE MATTER OF THE VACATION OF PUBLIC UTILITY EASEMENTS
## GLENDALE PLANNED RESIDENTIAL UNITY DEVELOPMENT

**Sherri Rector:** This will be a Public Hearing in the matter of the Vacation of two (2) Public Utility Easements, one (1) Drainage Easement, and one (1) Public Utility Easement and Drain Easement located on the plat of Glendale Planned Residential Unity Development, P.R.U.D., in Ohio Township, Warrick County, Indiana. And I'm assuming that you seen this in the Drainage Board meeting also. We do have all of the return receipts from adjacent property owners and all letters from the utilities with non-objection.

**Commissioner Saylor:** Okay. Is there anybody in the audience here to speak for or against this? Come on up. State your name for the record please.

**Scott Buedel:** Scott Buedel with Cash Waggner and Associates. I represent the developer and owner of the property. This was a platted apartment complex years and years ago. It has since been subdivided, probably illegally subdivided, and we're trying to clean up a couple things. And part of that, part of this plat had multiple easements that crisscrossed through for various reasons and just trying to clean it up and have a clean slate for a potential new purchaser of the property.

**Commissioner Saylor:** Alright. So nobody here to speak for or against this? Okay. So...

**Todd Glass:** Motion to close the Public Hearing and reconvene the regular meeting.

**Sherri Rector:** And we will need an Ordinance number.

**Commissioner Saylor:** Okay, do I...?

**Commissioner Johnson:** Motion, motion to close the Public Hearing and convene the regular meeting.

**Commissioner Phillippe:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** Aye.

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

## ACTION ON PUBLIC HEARING
## ORDINANCE 2019-08

**Kristine Georges:** And the Ordinance number would be 2019-08.

**Roger Emmons:** Thank you.

**Sherri Rector:** Thank you. Okay, now we have Action on Public Hearing in the matter of the Vacation of two (2) Public Utility Easements, one (1) Drainage Easement, and one (1) Public Utility Easement, and Drainage Easement located on the plat of Glendale Planned Residential Unity Development, P.R.U.D., in Ohio Township, Warrick County, Indiana, Ordinance Commissioners' 2019-08.

**Commissioner Saylor:** Okay. Do I have a motion?

**Commissioner Johnson:** I'll make that motion.

**Commissioner Phillippe:** I'll second the motion.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** Aye.

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

***(Ordinance 2019-08 is located on Pages 18 through 19 of these Official Minutes)***

## AREA PLAN COMMISSION
## REZONING PC-R-19-01
## ORDINANCE 2019-09

**Sherri Rector:** Okay, the next item, items that I have are Rezoning Petitions. The first is PC-R-19-09. (Petition number was misstated. It is PC-R-19-01). Mattingly Homes Development, LLC, by Jeremy Mattingly, Manager. Property located or owned by Sharon Brown. It is twenty-seven point seven-two-eight (27.728) acres located on the north side of Lincoln Avenue, zero (0) feet northeast of the intersection formed by Lincoln Avenue and State Road 66 from A, Agriculture to R-2/PUD, Multi-Family Dwelling with a Planned Unit Development. And I'm assuming the Ordinance would be 2019-09?

**Kristine Georges:** Yes.

**Sherri Rector:** And it was a unanimous approval by the Area Plan Commission after the April 22nd meeting. No, at their, whatever meeting it was. And they voted to forward it to this meeting.

**Commissioner Saylor:** Okay.

**Roger Emmons:** I think I heard you say, PC-R-19-09, but it's '01.

**Sherri Rector:** Oh, I thought I said, '01.

**Roger Emmons:** Okay, thank you.

**Commissioner Saylor:** Is there anybody here in the audience to speak for or against this?

**Scott Buedel:** Scott Buedel with Cash Waggner and Associates and...

**Jeremy Mattingly:** Developer Jeremy Mattingly.

**Sherri Rector:** Okay. And you all did see the subdivision plat two (2) weeks ago for the drainage plans I think for this piece of property.

**Commissioner Saylor:** Um hum.

**Sherri Rector:** So, it was all subject to this rezoning being approved.

**Commissioner Saylor:** Okay. You guys have any questions? Bobby? Again, anybody in the audience to speak for or against this? Okay. Alright. You guys gonna anything to say?

**Commissioner Johnson:** Make a motion, go ahead, Terry.

**Commissioner Phillippe:** I make a motion to approve PC-R-19-01.

**Commissioner Johnson:** And I'll second.

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

**Commissioner Johnson:** Aye.

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

**Scott Buedel:** Thank you.

**Jeremy Mattingly:** Thank you.

**Commissioner Saylor:** Thank you, Gentlemen. Good luck.

***(Ordinance 2019-09 is located on Pages 19 through 20 of these Official Minutes)***

## PC-R-19-02
## ORDINANCE 2019-10

**Sherri Rector:** The next petition is PC-R-19-02, Petition of Roslin Road Development Corporation by Lisa Friedman, Vice President. Owner's the same. Property located on the north side of Roslin Road approximately sixteen hundred feet (1,600) northwest of the intersection of Roslin Road and Oak Grove Road from M-2, General Industrial to C-4, General Commercial. And the Ordinance would be 2019-10. Purpose for this rezoning is it's in an Industrial Zone Subdivision and Ms. Friedman would like to build a pole barn type structure and have some living quarters in there for an individual to help take care of the adjoining ground she owns. You cannot have living quarters in an M-2, Industrial Zoning. So they're wanting to go down to the C-4, Commercial Zoning. And it was a unanimous vote of approval by the Planning Commission.

**Commissioner Saylor:** State your name for the record, sir.

**Jim Morley, Jr.:** Jim Morley, Jr., Morley Project Engineer. So, in this situation, on the map here, the little red square represents the piece of ground we're looking to down-zone from M-2 to C-4. Ms. Friedman owns the property across the street. She wants to use for some farming, and she wants a place for her equipment. And so she'll store tractors, plows, stuff like that in the barn. And also wants a living quarters there for someone to help with the farming on across the street. And because living quarters are not allowed in an M-2 Zoning, we're requesting to down-zone to C-4 which does allow for a living quarters in the front of the barn.

**Commissioner Saylor:** Alright. So, you guys have any questions on it? Anybody in the audience to speak for or against this? No? Okay. Alright. So, do I have a motion?

**Commissioner Johnson:** I make a motion to approve PC-R, I'm sorry, Ordinance 2019-10.

**Commissioner Phillippe:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Jim Morley, Jr.:** Thank you.

**Commissioner Saylor:** Thank you, Jim.

***(Ordinance 2019-10 is located on Page 20 of these Official Minutes)***

## REQUEST FOR RELEASE OF SURETY
## C-2018-016 ENTRANCE CONSTRUCTION

**Sherri Rector:** And the last item I have is Release for Surety, Request for Release of Surety. It's Commercial Driveway 2018-016, Entrance Construction, Rabbit Venture, LLC, by Michael Morrow, Owner. We are holding twenty-seven thousand five hundred sixty-six dollars ($27,566.00) in escrow. The have had it for one (1) year. This is for the storage buildings built at Rabbit Run and (Highway) 66. Bobby has done an inspection and signed off on that.

**Commissioner Saylor:** State your name for the record.

**Jim Morley, Jr.:** Jim Morley, Jr., Project Engineer.

**Commissioner Saylor:** Bobby, you okay with it?

**Bobby Howard:** Yeah, the driveways were constructed and recommend release.

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

**Commissioner Johnson:** Make a motion to release the surety.

**Commissioner Phillippe:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Jim Morley, Jr.:** Thank you.

**Commissioner Saylor:** Thank you.

**Sherri Rector:** That's all I have. Thank you

**Commissioner Saylor:** Thank you, Sherri.

**Sherri Rector:** I'm going to leave these here for you all to sign.

***(C-18-016 is located on Page 21 of these Official Minutes)***

## APPROVAL OF MINUTES
## APRIL 8, 2019

**Commissioner Saylor:** Next item on the agenda is our Approval of the Minutes for the April 8, 2019 Regular Session. Do I have a motion?

**Commissioner Phillippe:** Make a motion to approve.

**Commissioner Saylor:** Is there a second?

**Commissioner Johnson:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** (Inaudible).

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

## ITEMS FOR DISCUSSION
## DEPARTMENTAL REPORTS
## COUNTY ADMINISTRATOR
## APPROVE 2019 POLLING LOCATIONS FOR BOONVILLE, CHANDLER AND NEWBURGH PRIMARY AND GENERAL ELECTIONS

**Commissioner Saylor:** Next item on the agenda is our Departmental Reports and we'll lead it off with our County Administrator, Mr. Emmons.

**Roger Emmons:** Thank you, Mr. President. First item I have is to approve the 2019 Polling Places for the City of Boonville, and the Towns of Chandler and Newburgh. Both Primary and General Elections. I emailed that list to you on April 17th. The Primary's on May 7th of this year and the General Election is on November 5th. There are fifteen (15) different precincts involved. Do you want me to read them for the public?

**Commissioner Saylor:** I don't think so.

**Roger Emmons:** Counsel says we ought to.

**Commissioner Saylor:** They're published are they not?

**Roger Emmons:** They have been published by the Clerk's Office.

**Todd Glass:** Okay, thank you.

**Roger Emmons:** Anybody out in the audience wanting to hear them?

**Commissioner Saylor:** Everybody okay?

**Roger Emmons:** Okay. So, I just need a motion for you to approve those.

**Commissioner Johnson:** Make a motion to approve the 2019 Polling Places for Boonville, Chandler, and Newburgh.

**Commissioner Phillippe:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** (Inaudible).

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

**Roger Emmons:** Thank you.

## CREDIT CARD AGREEMENTS FOR ECONOMIC DEVELOPMENT

by motion for credit cards for Steve and for his analysist Jacob Greer. Their limit will not be any more than what's specified in our policy which is a five thousand dollar ($5,000.00) credit limit.

**Commissioner Saylor:** So is this, is this two (2) cards, Roger?

**Roger Emmons:** Yes. That's what Steve is requesting.

**Commissioner Saylor:** Okay. Alright. 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 Johnson:** Aye.

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

**Roger Emmons:** Thank you.

***(Credit Card Agreements for Economic Development are located on Page 22 of these Official Minutes)***

## WARRICK COUNTY ATTORNEY CONTRACT
## TODD GLASS

**Roger Emmons:** Next is the Approval of the updated County Attorney Contract. I've got some bullet points there that I noticed that I think the main thing Counsel would like to see today have to do with the fifth (5th) one (1) down on Project Financing. They've taken out what we used to have on five (5) different financing levels at a percentage of commission if you will, or fee. Now then, it will be a standard hourly rate of the attorneys involved. I don't know what that is. But, I believe this is more advantageous to the County as far as saving money.

**Todd Glass:** And I can explain or answer any questions further on that, Mr. President.

**Commissioner Saylor:** Well, I might say this, I know on the, our bond, I was pleasantly surprised that the fees were what they were. I thought they were going to be larger than that. So.

**Todd Glass:** Well, yes, Mr. President, as I think I mentioned to you and when I forwarded this. I'm not sure how long we've been using this contract. But, I think it's been a good fourteen (14) years or so. And, it still has the percentage based fee system on a bond issuance. That hasn't been the case for many, many years now. Whenever I'm requested to serve as local Counsel to Bond Counsel, which is usually somewhere else, both Bond Counsel and I are strictly hourly rate and none of the percentage based fees that used to be the case many years ago. So that's the most significant change. I also updated a variety of other housekeeping matters in the contract to better describe what I do for the Board and some of the things that I don't do for the Board. Tried to explain all those housekeeping matters. So, pretty much brings it up to speed with what I've been doing and how I have been charging. We can always, it's up to the Board if you, Section 4 of the Compensation Provisions, projecting in the future some increases in rates since these rates haven't been increased for over a decade now. But that's up to the Board whether or not you want to include the Section 4 provisions also. We can always deal with that later.

**Commissioner Johnson:** Well, is there a rush on this?

**Todd Glass:** There is a rush on the bond financing updates. Because we're closing on it next month, which is Newburgh Assisted Living. So all the housekeeping matters, which are relatively harmless and just helpful, you could consider those. Certainly Section 5, which is the Project Financing Section needs to be updated.

**Roger Emmons:** I agree.

**Commissioner Johnson:** My only problem, Todd, is that I haven't had an opportunity to read it.

**Todd Glass:** Sure.

**Commissioner Johnson:** I apologize.

**Todd Glass:** No, that's certainly, I understand that because it's hard to get this on the front burner. But if we could update Section 5, which describes how we don't charge the percentage based fees anymore. But that, and I believe that the Council's Attorney dealt with this to some degree with the County Council also. But allowing us to charge our standard hourly rate for that work rather than the fifty percent (50%) reduced rate which I charge the County for all (inaudible).

**Commissioner Saylor:** So, could we table this but approve the language change for Section 5?

**Todd Glass:** Certainly.

**Commissioner Saylor:** And then table this to the next meeting, which would be May 13th meeting?

**Todd Glass:** Yes, you could simply approve the changes in Article 5 for right now.

**Roger Emmons:** And the reason it'd be important for the first item under Todd's business about those Housing Revenue Bonds. Is that correct, Todd?

**Todd Glass:** Um hum.

**Commissioner Saylor:** Alright. So do I have a motion?

**Commissioner Johnson:** I make a motion to approve the Attorney's Contract revisions for the Project Financing and putting a hold until our next meeting in order to get a better chance to read the contract and understand it. Is that alright?

**Todd Glass:** Again, we're just approving the amendments to the Contract as to Article 5 only.

**Commissioner Johnson:** Okay.

**Todd Glass:** How's that sound?

**Commissioner Saylor:** Sounds good.

**Todd Glass:** And if you would, you could just approve that, Commissioner Johnson, with your motion tonight and that way you wouldn't have to table it. And when you have time to review it, we can get it back on the agenda.

**Commissioner Johnson:** So moved.

**Commissioner Saylor:** Okay, so I have a first. Do I have a second on that motion?

**Commissioner Phillippe:** You do have a second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Todd Glass:** Thank you.

**Roger Emmons:** Thank you.

***(Article 5 of the Attorney Contract is located on Pages 29 through 30 of these Official Minutes)***

## COURTHOUSE RENOVATION PROJECT
## PAY APPLICATION 7 TO ENERGY SYSTEMS GROUP

**Roger Emmons:** Next item I have has to do with the Courthouse Renovation Project. I have Pay Application 7 that goes to Energy Systems Group. We received it last Thursday from Project Manager Ryan Baker. This pay application's in the amount of four hundred forty-five thousand four hundred fifty-five dollars and forty-two cents ($445,455.42). It also included the lien release and waiver for progress payment. And I would recommend you approve this by motion for Dan's signature. There's two (2) originals.

**Commissioner Saylor:** Roger, for the record, do you have an outstanding balance of the contract that's left?

**Roger Emmons:** Let me see. Yes, the balance to finish including the retainage after this current payment would be six hundred fifty-seven thousand one hundred fifty-six dollars and nineteen cents ($657,156.19)

**Commissioner Saylor:** And so the reason why I ask that question, we are probably ninety percent (90%) complete, so we are still retaining a substantial dollar amount to hold ESG's feet to the fire. They've been great to work with. Anything that we've pointed out that's been an issue, they have pretty well addressed it. So that being said, do I have a motion?

**Commissioner Johnson:** Make a motion to pay Application 7 to ESG.

**Commissioner Saylor:** Do I have a second?

**Commissioner Phillippe:** I have a question real quick. I thought we only had one (1) more pay application and this was it?

**Commissioner Saylor:** We, no, no, it's, it was over a million dollars with the retainage. But since this is taking a little longer with the windows, they got, they got contractors that are needing paid. So Ryan asked if he could get some, so that's why.

**Commissioner Phillippe:** I gotcha.

**Commissioner Saylor:** That's why the change. But you're right. There was only supposed to be one (1) more. But that project, they're supposed to be finishing up now. So, I have a first.

**Commissioner Phillippe:** I second the motion.

**Commissioner Saylor:** And you second it. All in favor say, aye.

**Commissioner Phillippe:** Aye.

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

**Roger Emmons:** Thank you.

*(ESG Payment 7 is located on Pages 22 through 23 of these Official Minutes)*

## BANK FOR DIRECT DEPOSIT OF HDHP EMPLOYEE HEALTH SAVINGS ACCOUNTS

**Roger Emmons:** The final item I have I believe has to do with discussing a proposed change in bank for our direct deposit for employee participants for our health insurance for the High Deductible Health Plan for the Health Savings Accounts. Treasurer Judy Beem was kind enough to do the research on this for the Board. And she has reported that United Fidelity Bank had the best interest rate which was one point five percent (1.5%) with no fees. No fees as long as it's done through employer contribution. And no minimum balance. So she solicited three (3) other local banks, German American Bank, excuse me, Old National Bank, and Banterra Bank. None of those banks were competitive with United Fidelity Bank. Judy also checked to see if any local credit unions had been approved by the State. But none are approved at this time. However, she did state that Heather Soberg in Debbie's office would work with employees that want to use a credit union. Because it's their money. So, I recommend a motion that United Fidelity Bank be selected as the default bank into which employee's HSA contributions will be deposited. If the employee wishes to use a different bank other than United Federal, they'll have to sign a form to that effect. And our County Attorney has prepared an Employee HSA Contribution Instruction and Waiver Form. I assume Todd gave you a copy of that?

**Todd Glass:** I don't know if we have or not.

**Roger Emmons:** Okay, it's double sided. The gist of it is in number three (3) where the employee hereby instructs the County to direct any contribution by the employee or the County to his or her account in the HSA Plan to the following institution and account. You're to check one (1) and provide information that's necessary. The first box is to check says to my account with the designated HSA provider. Second box is to check if you want it to go to another provider besides a designated one (1), which in this case if you approve by motion would be United Fidelity Bank. And, so I'll defer to Todd or John if they have any comments about this.

**Todd Glass:** Mr. President, the only thing I would add to it is the motion, certainly would be if the Board wishes is, to make a motion to approve United Fidelity as the designated HSA provider. The form I suggested and Dave Waltz joined in and really encouraged the idea of this form. But, I wouldn't say the form's entirely done yet. This is a draft. And one (1) thing I want to do is shorten it. I know this will shock you, but it's kind of wordy.

**Commissioner Saylor:** Imagine that from a lawyer.

**Todd Glass:** So, John and I have worked and have some ideas about how to shorten it to about half (1/2) a page or two-thirds (2/3) page of a form so that employees can see very quickly and easily that all they're being asked to identify for the County, if they want to use the designated provider that you might approve tonight or if they want to direct it to another institution.

**Commissioner Saylor:** Do you pay John by the word. Is that why it's like that?

**Todd Glass:** By the page that he prints. By page. We negotiated that.

**Commissioner Saylor:** Alright. Alright, do I have a motion to, for the Health Savings Account designee bank?

**Commissioner Phillippe:** So, we're just making a motion to designate the default bank?

**Commissioner Saylor:** United, right.

**Commissioner Phillippe:** I'll make that motion.

**Commissioner Johnson:** I'll second.

**Roger Emmons:** Discussion?

**Commissioner Saylor:** So first and a second. Discussion?

**Roger Emmons:** Yeah, Todd, you know, I pointed out that our current which has been our only bank for Health Savings Account is First Federal Savings Bank. And of course United is the most advantageous for our employee participants. So, after the meeting, if Commissioners approve the motion, do I contact First Federal or how do we do that? To let them know? Or just do nothing?

**Todd Glass:** Well, if United Fidelity isn't going to do it, then yeah, you would do it.

**Roger Emmons:** Okay. Because it did, I think it said that United Fidelity will also transfer, they would do the transfer from other HSA institutions, if that's what the employee wants.

**Commissioner Saylor:** They're required to do that. Those Health Savings Accounts.

**Roger Emmons:** Okay.

**Commissioner Saylor:** So, I might say the interest rates, little bit more discussion. The big thing is the fees. They charge the two dollar ($2.00) paper statement fee. I know a lot of people still get the paper statement. That eats up your interest on that. So that's a, that's a big deal. So, I have a first and a second. I'll call the vote. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** Aye.

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

**Todd Glass:** Mr. President, we can, Roger and I and you might want to work together once we disseminate this information out to employees so that they understand exactly what they're doing and this is an opportunity for them.

**Roger Emmons:** Yeah. Be happy to do that. That's all I have, Mr. President.

**Commissioner Saylor:** Okay. Thank you, Roger. Thank you, Todd.

## COUNTY AUDITOR
## CERTIFIED CLAIMS

**Commissioner Saylor:** Next item on the agenda is County Auditor, Mrs. Stevens.

**Auditor Stevens:** Alright. I have Certified Claims in the amount of one million three hundred seventy-six dollars and, or seventy-six thousand forty-six dollars and five cents ($1,376,046.05).

**Commissioner Johnson:** Can you please…?

**Commissioner Saylor:** Debbie, can you, yeah.

**Auditor Stevens:** Yeah, let me start all over on that. One million three hundred seventy-six thousand forty-six dollars and five cents ($1,376,046.05). Is that better?

**Commissioner Saylor:** Do I have a, that's perfect. Do I have a motion?

**Commissioner Johnson:** Make a motion to pay that Claim.

**Commissioner Phillippe:** So, approved…second. Sorry.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** (Inaudible).

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

***(Certified Claims are located on Pages 23 through 26 of these Official Minutes)***

## NON-CERTIFIED CLAIMS
## PC QUEST – HEALTH DEPARTMENT

**Auditor Stevens:** Okay, I have just a couple of Non-Certifieds. Again PC Quest, this is Health Department. PC Quest and it is for non-contractual rates. There's no contract for the rates that are, it's a total on the Claim of two-thirty-seven-fifty ($237.50).

**Commissioner Johnson:** What kind of contract are you looking for Mrs. Stevens?

**Auditor Stevens:** Well, um…

**Commissioner Johnson:** Cause here's the thing. They gave us their hourly rate per technician strength if you will.

**Auditor Stevens:** Right.

**Commissioner Johnson:** And they don't know how long it's going to be that they work on something. So, how can I say, here's a contract for two hundred dollars ($200.00) and then you go in and do the work and it takes you three (3) hours and they owe you more. How do you work that?

**Auditor Stevens:** Well, they gave us a rate for one (1) of their senior network analysists.

**Commissioner Johnson:** The ninety-five dollars ($95.00)?

**Auditor Stevens:** The hourly rate, ninety-five dollars ($95.00), right. But it is not part of the contract with PC Quest. An hourly rate for a technician is not part of the contract.

**Commissioner Johnson:** We don't have a contract.

**Auditor Stevens:** We had this discussion…right. Well, and we get billed. They submit, you know, amounts. Some of them are the same, all of these were actually at a rate of ninety-five dollars ($95.00). Sometimes…

**Commissioner Johnson:** How can we have a contract is what I'm asking. What do you, what do we need for this? Because first of all, you know, hopefully we can get Guy trained on that specific software to where he can handle this.

**Auditor Stevens:** Well, the discussion previously was that it would just be if you know if our own IT services were not available. But, I think this is…

**Commissioner Saylor:** He couldn't, he couldn't deal with that. He would have to call, didn't you say, Guy, that you'd have to call...?

**Auditor Stevens:** I don't think he's ever been contacted.

**Roger Emmons:** I think for the ninety-five dollars ($95.00), instead of a contract, it was actually a copy of an invoice. They put it on an invoice form. To me, it would just be like, put contract up there, we're going to provide these services for ninety-five dollars ($95.00) an hour. It's a contract. Them sign it. We sign it. That's what I recall. Now, if that's incorrect, I apologize.

**Commissioner Johnson:** I recall a sheet that I seen that stated here's for senior technician. Here's for a medium technician. Here's for a low level technician depending on your needs and different prices.

**Roger Emmons:** Okay.

**Commissioner Johnson:** And different prices. I remember seeing that.

**Roger Emmons:** Okay. Last one (1) I remember, it just had ninety-five dollars ($95.00) an hour on there. But (inaudible).

**Commissioner Johnson:** Seems we always get the senior technician.

**Roger Emmons:** Yeah.

**Auditor Stevens:** That is true.

**Roger Emmons:** But they're right, Guy said that he, this would be a proper use of PC Quest, like you stated.

**Commissioner Johnson:** So, I'm asking, Mrs. Stevens, what are you wanting us to get for these particular instances?

**Auditor Stevens:** Well, you can approve the Claims. The Claims come to you.

**Commissioner Johnson:** I understand.

**Auditor Stevens:** But there is no contract for us to reference.

**Commissioner Johnson:** What kind of contract do you want?

**Auditor Stevens:** Well, most people, if any of us contract with a vendor, we, you know...

**Commissioner Saylor:** You get something in writing about the rates. That's what you're wanting. Okay.

**Auditor Stevens:** Exactly. Right. Exactly. Or, yes, whatever type of analysist is going to be this rate and this rate.

**Commissioner Johnson:** So something that says, if we send senior technician that's ninety-five ($95.00) an hour. If we sent this guy, it's 'x' amount; this guy's 'x' amount; this guy's 'x' amount. And depending on the amount of time we spend working on you equipment...

**Auditor Stevens:** Correct.

**Commissioner Saylor:** You've got to equate that...

**Commissioner Johnson:** That's what you want?

**Roger Emmons:** I would be happy to call PC Quest and discuss it with them.

**Commissioner Saylor:** Tell them what they need. I like that idea.

**Roger Emmons:** Okay.

**Commissioner Johnson:** (Inaudible).

**Commissioner Phillippe:** I've got a second question. Does it need to be on a Department by Department basis? Because my understanding was the Health Department at least did have a contract.

**Auditor Stevens:** Well, their contract does not cover these hourly rates.

**Commissioner Phillippe:** Okay. (Inaudible).

**Auditor Stevens:** I suppose if that's the way, if that's how you decide to do things, is to have each department have their own IT; but I think we had some departments that had their own IT and then we decided that wasn't the way we would go.

**Commissioner Phillippe:** I want to say kudos to Guy.

**Auditor Stevens:** Yes.

**Commissioner Phillippe:** My biggest thing is, everybody needs to contact Guy first and at least involve him in the conversation and they did this at this point.

**Roger Emmons:** For sure.

**Commissioner Phillippe:** Thank you. I'm good with that.

**Commissioner Johnson:** I agree with that.

**Auditor Stevens:** Yeah.

**Commissioner Saylor:** Yep.

**Roger Emmons:** And you know, there are separate agreements. I think you've got some maintenance agreements for your software.

**Auditor Stevens:** It's specific to our software. Yes.

**Roger Emmons:** Right. There are some other offices that have that as well, correct, Guy?

**Commissioner Saylor:** (Inaudible).

**Commissioner Johnson:** That's what I thought.

**Todd Glass:** But surely it could be a simple contract that references that they would provide those services at those rates to any County Department that required it.

**Roger Emmons:** I think that would be...

**Auditor Stevens:** I...

**Commissioner Johnson:** So, a rate, a rate sheet. That's what we have.

**Commissioner Saylor:** But, that's what we have.

**Todd Glass:** Well, it also, as long as it has their name on the top and they sign it and you sign it. You've got a contract.

**Commissioner Saylor:** That's a contract.

**Commissioner Johnson:** I never signed anything.

**Roger Emmons:** Okay, I'll talk to them about it.

**Commissioner Saylor:** Okay. Alright. So do I have a motion for this Non-Certified Claim?

**Commissioner Johnson:** I make a motion to pay the Claim.

**Commissioner Phillippe:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** Aye.

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

## ENVIRONMENTAL MANAGEMENT CONSULTANTS – COMMISSIONERS

**Auditor Stevens:** And then the last one (1) is to Environmental Management Consultants. And this is for the Post Landfill Closure. We did, I think for the purposes of budgeting, there were some quotes given for specific work. And Roger, you can...

**Roger Emmons:** Projections.

**Auditor Stevens:** Yeah, they were just projections to help with budgeting.

**Roger Emmons:** Just for budget purposes. And Joe deals with Mark Phillips and EMC, and he said that the particular company that they use to prepare this step which is a Statistical Evaluation Plan, that company charged more than the company that they used in the past.

**Commissioner Johnson:** Tell them to go back to the old one (1).

**Roger Emmons:** I don't think we've discussed that with them. But, you know, we can do that. Find out why. Joe, do you have anything else to add that might be helpful?

**Joe Grassman:** (Inaudible).

**Auditor Stevens:** I think this is probably a situation again where we didn't contract for the prices. Where if we contracted, regardless of what another company charges for any of the outsourced activities that they have, then that would be our price. But we didn't; we didn't have that. We referenced the projections.

**Commissioner Johnson:** (Inaudible).

**Commissioner Johnson:** In my opinion, this ought to be contracted.

**Auditor Stevens:** Um hum.

**Roger Emmons:** I will contact them and ask to talk to Mark about it.

**Commissioner Johnson:** Thank you.

**Auditor Stevens:** Okay. So the total Claim was for, and this is from Commissioners. Actually, Landfill which the Commissioners oversee that Fund. Three thousand one hundred fifty-two dollars and seventy-nine cents ($3,152.79).

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

**Commissioner Phillippe:** Make a motion to approve the Claim.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Auditor Stevens:** Thank you.

**Commissioner Saylor:** Thank you, Debbie.

**Roger Emmons:** Thank you, Debbie.

***(Non-Certified Claims are located on Page 26 of these Official Minutes)***

## COUNTY ATTORNEY
## ECONOMIC DEVELOPMENT MULTIFAMILY HOUSING REVENUE BONDS NEWBURGH ASSISTED LIVING PROJECT – SERIES 2019

**Commissioner Saylor:** Due to my A-D-D, I skipped our County Attorney, cause he was talking so much. I thought we already had him. So, Mr. Glass, back to you.

**Auditor Stevens:** Oh, I just moved up.

**Roger Emmons:** (Inaudible) amount of business you had.

**Todd Glass:** Well, I'll try to go through these as best as I can, Mr. President. The first item is the Economic Multifamily Revenue Bond, which is the Newburgh Assisted Living Project Bond Series 2019. And this is for the approval of the final bond documents. This is the Newburgh Assisted Living Project on Grimm Road that will be developed across the street from the Islamic Center. And all of these bond documents have been gone through with a fine tooth comb for several weeks and months now. It's nearing completion and they're getting ready to close. They haven't set a closing date in May, but they're about ready to set a closing date in May and all of the parties to the project agreed about a month ago that April 22nd would be the time to go ahead and present these bonds to the County Government to approve and sign. So, I have in the back room ready for your signatures, the various bond documents which include a Trust Indenture and the Requisite Exhibits to that. I would mention that in all these documents that I mention here momentarily, we've gone through and clearly identified that all these bond documents specify that Warrick County is not liable for the bond issuance. This is a Conduit Bond Financed Project. Meaning the developer, the owner, the borrower of the project is fully responsible to pay everything. Warrick County actually has to issue the bonds. So the Trust Indenture has numerous provisions in there that provide the County is not liable for the amount being borrowed. They are not also general obligations debt or bonded indebtedness of Warrick County. The Trust Indenture also specifies that there's not going to be a tax levied or issued to pay these bonds. And that Warrick County is not obligated to pay the principle or interest on the bonds in any manner. The source of payment of all the bonds issued here are through the project's (inaudible). The source of payment of the bonds is therefore the developer and owner and borrower. And we've identified that the Trust Indenture, for example, does not create any issue with regards to the County being liable for the bond indebtedness. We mentioned earlier about project financing and bond and attorney's fees. For example, all attorney's fees and costs of the bond are also paid by the developer. There's a loan agreement to be assigned by the County. There's a, in the loan agreement, provisions for indemnification of the County and a full limitation of liability for the County. There's a note that the Newburgh Assisted Living, LLC is signing to commit itself to the borrowed funds and other documents which include the bond itself, tax certificates, land use restriction agreements, County general Certificates, and IRS forms. We are to approve all of the requisite bond documents whereby the County is going to approve to issue these bond tonight. And the Economic Development Commission will meet again next Thursday to take care of a few other housekeeping matters that it has to do. So, Mr. President, at this time, what the Board of County Commissioners would need to entertain is a motion to approve the Warrick County Multifamily Revenue Bond Series 2019, the Newburgh Assisted Living Project, to issue the bonds and assign all requisite documents that the County needs to sign to issue those bonds.

**Commissioner Saylor:** Okay.

**Todd Glass:** Any questions?

**Commissioner Saylor:** Which one (1), which one (1) of you guys wants to repeat that?

**Commissioner Johnson:** Our attorney needs to.

**Todd Glass:** So moved would do it.

**Roger Emmons:** Yeah, that would do it.

**Commissioner Phillippe:** Make a motion to approve based on the attorney's statements.

**Commissioner Johnson:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** Aye.

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

**Todd Glass:** Thank you, Mr. President. And then we'll just sign the documents in the back meeting room and with the Auditor's assistance, she'll also attest and seal the documents. I'm holding all the documents in escrow until the closing is actually set. So, those signatures won't actually leave Warrick County until it's time to. So thank you for your assistance there.

***(Housing Revenue Bonds Series 2019 Paperwork is located on File in the Auditor's Office)***

## ELECTRIC DISTRIBUTION LINE EASEMENT WITH VECTREN FOR COURTHOUSE SQUARE

**Todd Glass:** Secondly, we have the Electric Distribution Line Easement with Vectren for the Courthouse Square. I don't know if you had time to see this Friday. This is the updated Electric Distribution Line Easement for Vectren for Easement A and B on the Courthouse Square. If you look at the last two (2) pages. They've updated the exhibits per our requests. And particularly the last page which is the detailed view. Excuse me. You'll see that the newly placed retaining wall is all inside the Vectren Easement, so none of the wall is actually located on the easement. All of the monuments have been identified and I'm glad we did that. For example, the four (4) relocated monuments on the north side, four (4), five (5) on the north side, they're all in the easement, for example. So, I'm glad we identified those. It identifies the location of the War Memorial and all of the other conduits and electrical posts and even trees.

**Commissioner Saylor:** So, as long as they're identified, Todd, we're, we don't have to ever move those?

**Todd Glass:** Right, the reason why I asked them to do the detailed survey was that we suspected that some of those relocated monuments were actually on their easements. So, I wanted to identify clearly that everybody knew that those were there from the get go so no one (1) down the road someday suggests that they, those have to be moved. Which they won't.

**Commissioner Saylor:** Is this drawing accurately descript our new sidewalk? Cause I noticed our sidewalks in their easement. But it shows it, it shows it's hitting the easement.

**Todd Glass:** Right, the sidewalk...

**Commissioner Saylor:** Cause it's actually been moved what, in three (3) feet? Bob? Is that three (3) feet?

**Commissioner Johnson:** (Inaudible).

**Commissioner Phillippe:** I'm not sure.

**Roger Emmons:** Well, the retaining wall came in three feet.

**Commissioner Saylor:** But the sidewalk came in three (3) feet too. They had moved it out. So...

**Commissioner Johnson:** A couple feet maybe.

**Commissioner Saylor:** I thought it was three (3) feet.

**Commissioner Johnson:** Might have been.

**Bobby Howard:** Are you talking about the exterior sidewalk?

**Commissioner Saylor:** I'm talking about the sidewalk around the Courthouse. Yeah, that had...

**Roger Emmons:** Oh, yeah that was pushed back.

**Commissioner Saylor:** It was pushed out.

**Commissioner Johnson:** Yeah.

**Commissioner Saylor:** So, it shows it's in that easement, but it shows that so it's, we're okay.

**Commissioner Phillippe:** I guess my question is, (inaudible) says itself that you can't construct without permission. That sidewalk's not even constructed yet. They understand that, right?

**Todd Glass:** Where is this sidewalk that we're still talking about that's still...?

**Commissioner Johnson:** Eight (8) foot, eight (8) foot permanent easement.

***Several speaking at once.***

**Commissioner Saylor:** Which one (1) are you talking about?

**Bobby Howard:** He's talking about the exterior.

**Commissioner Saylor:** You're talking about the exterior?

**Roger Emmons:** Oh, here's the interior right here.

***Several speaking at once.***

**Todd Glass:** Yeah, they, this identifies that a sidewalk exists there and they know a sidewalk exists there on their permanent easement. And they know that construction is going on. But I, I do think that we were wondering, I'm glad to see that the wall itself and all the light posts and electrical conduits are actually not in the easement. So, I think we were wondering in the last Board meeting that, here Roger...

**Roger Emmons:** Yeah, I forgot to bring mine.

**Todd Glass:** That if additional work was needed on the new wall with posts, flag posts, electrical work, or whatever, no worries because practically none of it is in the easement. It also depicts the sidewalk circling the old Courthouse. And this was just done this past Thursday and Friday.

**Commissioner Johnson:** My biggest concern is the northwest corner and that fifteen (15) foot permanent easement down in the corner.

**Commissioner Saylor:** I wish we would have put on there the area where that was going to be.

**Todd Glass:** And the location of that Commissioner Johnson, your concern is what's currently there or what maybe could go there?

**Commissioner Johnson:** Well, we wanted to put something there.

**Todd Glass:** Well, that's easily addressed. I can just simply tell Mr. Morris with Vectren that we need to identify, that's Easement A, by the way?

**Commissioner Johnson:** Yes.

**Todd Glass:** That future construction might exist on Easement A, but we'll consult with them and get their approval of that before we construct and that approval would not be unreasonably denied. So, we add that into the Easement Agreement itself; we've got a good one (1).

**Commissioner Saylor:** Okay. Everybody good with that?

**Commissioner Johnson:** Otherwise, we're going to be holding them up. And that's (inaudible).

**Commissioner Saylor:** You good with that? That addition? Okay. So, do I have a motion with that addition?

**Commissioner Phillippe:** I make a motion to approve the easements.

**Commissioner Saylor:** With the additions?

**Commissioner Phillippe:** With the additions as stated by...

**Commissioner Saylor:** Counsel.

**Commissioner Phillippe:** Counsel.

**Commissioner Johnson:** 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:** And I'll, we'll look at that language, Mr. President, as soon as we are sure that that language is in there sufficiently then I'll get it to you for signatures and recording.

**Commissioner Saylor:** Okay.

***(Vectren Easement Paperwork is located on Pages 27 through 28 of these Official Minutes)***

## CUSTOMER ONLINE ACCESS AGREEMENT REGARDING FURNISHING OF ONLINE ACCESS TO REAL ESTATE RECORDS

**Todd Glass:** We have a Customer Online Access Agreement Regarding Furnishing of Online Access to Real Estate Financial and Tax Records, I believe, by and through the Auditor's Office. I don't know if the Auditor's had time to look at this to approve the language is sufficient?

**Auditor Stevens:** Yeah, um hum. Yes.

**Todd Glass:** We took the, perhaps Auditor Stevens, you can explain what this is. I believe I was explaining to the Commissioners, this is a brand new online service that hasn't been provided by the County up until now.

**Auditor Stevens:** That's correct. We've had a project, ongoing project for about a year and a half (1 ½) of scanning and electronically preserving all of our records into a portal. Through a, It's SBS Portal. It's through Information Systems. And what this means, the agreement, it's an agreement between the customer and us, the County, our records, to protect our records but also to give them a way to have subscriptions to access via the internet this SBS Portal. They can search for records from their home 24/7. And it's, it's not new. It's new to us in Warrick County. We followed the guidelines for the cost of the subscriptions based off of what the Recorder currently charges for their subscriptions to access all of their deed records. So, this is for transfers. This would be strictly for the transfer records. And it's a real simple easy to use website. Once they see enough information in the record to know that's what they're looking for, then they go ahead and make their purchase. This would be, these would be costs for, as I said, subscribers, for abstractors, title companies, law firm may want access to records. And so they would pay a monthly fee, or minutes actually. They're buying minutes. And then they would be invoiced for their subscription.

**Commissioner Saylor:** Who would invoice them? You guys?

**Auditor Stevens:** We would.

**Commissioner Saylor:** So that money comes back to the County?

**Auditor Stevens:** Correct.

**Commissioner Saylor:** Good.

**Todd Glass:** Does SBS assist you with record keeping of who's paid and how their minutes are kept track of?

**Auditor Stevens:** We would keep, we would take care of the billing process, the invoicing for the subscriptions, and they would have, based on the usage, they would be able to supply to us the minutes used against their subscription.

**Todd Glass:** So, they provide you the reports of those minutes.

**Auditor Stevens:** Yes, a monthly report.

**Todd Glass:** This is similar, Mr. President, you might note, the Recorder's Office has similar types of online usage and vendors often pay for access to recorded documents. If I could analogize that with this service for Tax and Auditor Records, this is just a contract that you're authorizing the Auditor to use and enter into with third parties to obligate them to pay that. And we reviewed some examples of that type of online service agreement. And Mr. Goth and I added a variety of improvements to the agreement and hold harmless and indemnity clauses and other things and it is in good shape now for the Board to consider approving.

**Commissioner Saylor:** Okay. Do I have a motion to approve the online agreement? Is there a motion?

**Commissioner Johnson:** I'm reading. How do you control, it says customers shall not sell copies. How do you control that?

**Auditor Stevens:** Well...

**Commissioner Johnson:** Cause they can print it off.

**Auditor Stevens:** They can print it off.

**Commissioner Johnson:** They can save it and sell it and (inaudible), right?

**Auditor Stevens:** They could. I mean, they could. There, we have this. This is our recourse if we discover that we have someone using. We need to know our customers, of course. That's important and we do know most of our customers who come in and do searches, title companies. I believe, if we believed someone was selling our information and then we would just confront that on a case by case basis.

**Todd Glass:** A similar thing happened in the Recorder's Office several years ago that resulted in a Class Action Lawsuit which the Recorder joined. And, because it was determined or alleged by a vendor that they were in fact doing something similar to that. And they got sued. And the Recorder's Office, I believe, shared in that Class Action Lawsuit Settlement.

**Roger Emmons:** Is the no commercial purpose somewhere in here to help that?

**Auditor Stevens:** It's in here.

**Roger Emmons:** It's in there?

**Auditor Stevens:** Yeah, there's a statement that they understand that they are not to resale

**Roger Emmons:** Okay.

**Commissioner Johnson:** Make a motion to approve the Online Access Agreement.

**Commissioner Phillippe:** I'll second the motion.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** Aye.

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

**Auditor Stevens:** Thank you.

**Todd Glass:** Thank you, Mr. President.

***(Online Access Agreement is located on Page 30 of these Official Minutes)***

## AGREEMENT TO ALLOW PLACEMENT OF PRIVATE SEWER LINE IN COUNTY RIGHT-OF-WAY

**Todd Glass:** Also, through Storm Water, we have an agreement to allow the placement of a private sewer line in County Right-of-Way. Mr. Sherwood, I think, has been working on this. This has to do with the southeast corner of State Road 66 and Outer Lincoln? *(Clarification: The placement of a private sewer line in County right-of-way is located at the intersection of State Road 66 and Sharon Road)* I believe the Dollar General Store Development. And this is a similar agreement to allow placement of private sewer line in County right-of-way that we've entered into with other parties before. The landowners are obligated to pay all the costs and expenses and indemnify and hold the County harmless. They will also repair, replace, or move the facilities if it'd ever be deemed that they need to be moved, relocated, or removed. We reviewed the proposed agreement to allow placement of the private sewer line in County right-of-way and it's ready for approval. If you approve, then we would just submit to the landowner and for the landowner's lawyers to also approve on their side. Then if they approve, then we'll enter into it. The other option too is you could by consensus authorize me to go ahead and present this to the landowner's attorneys to make sure that they agree with it and if so we can finalize the agreement and bring it back to you for approval. Either way.

**Commissioner Phillippe:** I kind of like that idea.

**Commissioner Saylor:** I kind of like that idea, so I'm good with that.

**Todd Glass:** Consensus, we'll go ahead and get that finalized and get back to you. That way you'll have the landowner's signature on it when you're considering the final draft.

**Commissioner Saylor:** Todd, let me ask you one (1) question about that. So it's a private sewer line right now, is that Newburgh sewer that would be hooked into?

**Todd Glass:** It would be.

**Commissioner Saylor:** So, why is that a private sewer line? I mean why wouldn't that be owned by Newburgh Sewer? Is that...?

**Bobby Howard:** This is basically a lateral to tap into the line...

**Todd Glass:** Yeah, to get there.

**Commissioner Saylor:** Oh, tap, okay.

**Bobby Howard:** They're going to the nearest facility.

**Commissioner Saylor:** Okay. Okay.

**Commissioner Johnson:** There isn't one (1) up there. It's like a thousand (1,000) feet away.

**Todd Glass:** Yeah, they have some particular challenges to getting the sewer there, but this is to allow them to get to that sewer.

**Commissioner Saylor:** Okay. Alright.

## MOTOR VEHICLE LEASE BETWEEN WARRICK COUNTY COMMISSIONERS AND WARRICK COUNTY SCHOOL CORPORATION FOR SHERIFF'S SCHOOL RESOURCE OFFICER

**Todd Glass:** And the last thing I have, Mr. President, is a Motor Vehicle Lease between the County and Warrick County School Corporation for the Sheriff's School Resource Officer. This is a motor vehicle lease agreement submitted to me and by the School Corporation's counsel. We made some improvements to it. But it's for a one (1) year lease of a 2018 Dodge Charger for the amount of one dollar ($1.00) per year to the School Corporation for School Resource Officer. It's just for one (1) vehicle at a one (1) year term for one dollar ($1.00).

**Commissioner Johnson:** I make a motion to approve.

**Commissioner Phillippe:** Second the motion.

**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.

***(Vehicle Lease Agreement is located on Pages 26 through 27 of these Official Minutes)***

## COUNTY ENGINEER/HIGHWAY

**Commissioner Saylor:** Okay. We already did the County Auditor. So next item on the agenda is our County Engineer and Highway Department. Mr. Howard?

**Bobby Howard:** I have nothing at this time.

**Commissioner Saylor:** Good deal.

## COUNTY PURCHASING
## NEW PHONE SYSTEM – RFP'S TAKEN UNDER ADVISEMENT

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

**Joe Grassman:** Excuse me, Joe Grassman, Purchasing Manager. I'm bringing you today an item that was tabled from the last meeting of a new phone system for the County Offices. It was taken under advisement because it was two (2), two (2) of the vendors gave us proposals and they were thick and complicated and complex and we needed to evaluate them. And I want to speak a little bit about the evaluation and the award considerations for these projects. We did this pursuant to Indiana Code 5-22-9-7, which is a Request for Proposal. In that type of a format the, the award does not necessarily have to go to the lowest bidder. The, you determine evaluation criteria which we did. We had ten (10) evaluation criteria. And you evaluate the proposals using those ten (10) criteria and you choose, or you as a Board will choose the proposal that you feel is the most beneficial to Warrick County. Guy's done a lot of work on this and he's handed you these, basically, this breakdown of the evaluation criteria. And he's rated the companies and I agree with him. On, he rated the proposal that he thought best exemplified that particular evaluation criteria. So in this case with the ten (10) criteria, there were eight (8), where Midwest was perceived as being, providing a better option. And two (2) were Pinnacle was considered to provide the better option. So at this point I want to I want to ask you if you have any questions of any kind? Okay. I think I can speak for Guy, like I said, I really appreciate what he did. He went through those you know with his IT acumen, went through those reports and, and did a lot of homework.

**Commissioner Johnson:** We appreciate him every day.

**Joe Grassman:** Yeah.

**Roger Emmons:** You bet.

**Commissioner Saylor:** And I appreciate you seeking his advice.

**Joe Grassman:** Okay.

**Commissioner Saylor:** So, thank you.

**Joe Grassman:** Anyway, so, I think it would be our recommendation that you award the new phone system to Midwest Electronics (Midwest Telecom).

**Commissioner Saylor:** Okay.

**Joe Grassman:** Of course it's not our judgement, it's the Board's judgement.

**Commissioner Saylor:** Alright, Gentlemen, do I have a motion based on that recommendation?

**Commissioner Phillippe:** I make a motion to award the bid to Midwest Telecom.

**Commissioner Johnson:** And I second that motion.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Commissioner Johnson:** Thank you. Thanks, Guy.

**Joe Grassman:** Thank you.

**Commissioner Saylor:** Thanks, Guy.

**Commissioner Saylor:** Too late, Council President's gone.

***(RFP Comparison Sheet is located on Page 27 of these Official Minutes)***

## COUNTY SHERIFF

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

**Sheriff Wilder:** I don't have anything.

**Commissioner Saylor:** Thank you, Sheriff.

## COMMISSIONER ITEMS FOR DISCUSSION

**Commissioner Saylor:** Commissioner Phillippe?

**Commissioner Phillippe:** I have nothing.

**Commissioner Saylor:** Commissioner Johnson?

**Commissioner Johnson:** Nothing, Sir.

**Commissioner Saylor:** I have nothing. So, I'll accept a motion to…

**Commissioner Johnson:** Motion to adjourn.

**Commissioner Phillippe:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** Aye.

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

**ADJOURNMENT:** Meeting adjourned at 4:58 P.M.

**WARRICK COUNTY BOARD OF COMMISSIONERS**

**DAN SAYLOR, PRESIDENT**

**ROBERT JOHNSON, JR., VICE PRESIDENT**

**TERRY PHILLIPPE, MEMBER**

***ATTEST:***

**DEBORAH K. STEVENS, AUDITOR**
**WARRICK COUNTY, INDIANA**

*Minutes transcribed by Kristine Georges*

Hpp

2019R-003188
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
04/30/2019 10:23 AM
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PAGES: 4

STATE OF INDIANA )
) SS
COUNTY OF WARRICK )

BEFORE THE BOARD OF COMMISSIONERS

OF WARRICK COUNTY, INDIANA

IN THE MATTER OF THE PETITION TO VACATE
TWO (2) PUBLIC UTILITY EASEMENTS, ONE (1) DRAIN EASEMENT
AND ONE (1) PUBLIC UTILITY EASEMENT AND DRAIN EASEMENT IN
GLENDALE PLANNED RESIDENTIAL UNIT DEVELOPMENT
WARRICK COUNTY, INDIANA

ORDINANCE / VACATION NO: CC-2019-08

AN ORDINANCE TO VACATE CERTAIN PUBLIC WAYS OR PUBLIC PLACES
WITHIN WARRICK COUNTY, INDIANA, COMMONLY KNOWN AS
CASEY ROAD, NEWBURGH, INDIANA

Be it ordained by the Board of County Commissioners:

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

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

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

Tract 1, Description #1

Part of a 10-foot Public Utility Easement on the Plat of Glendale Planned Residential Unit Development (P.R.U.D.) which is recorded in Plat File 1, Card 334 in the Office of the Recorder of Warrick County, Indiana and being part of the West Half of the Northeast Quarter of Section 26, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Half Quarter Section; thence along the east line said Half Quarter Section, South 00 Degrees 59 Minutes 54 Seconds West 312.50



feet to the Northeast corner of said Glendale P.R.U.D.; thence along North line of said Glendale P.R.U.D., North 89 Degrees 10 Minutes 35 Seconds West 40.00 feet to the Point of Beginning; thence South 00 Degrees 59 Minutes 54 Seconds West 10.00 feet; thence North 89 Degrees 10 Minutes 35 Seconds West 75.00 feet; thence South 00 Degrees 59 Minutes 54 Seconds West 339.66 feet to the North 30-foot Right-of-Way of Peachwood Drive on the Plat of Peachwood of Warrick Place IV as per plat recorded as Document Number 2002R-005708; thence along said Right-of-Way, North 89 Degrees 00 Minutes 22 Seconds West 10.00 feet; thence North 00 Degrees 59 Minutes 54 Seconds East 339.63 feet; thence North 89 Degrees 10 Minutes 35 Seconds West 99.00 feet; thence South 00 Degrees 59 Minutes 54 Seconds West 339.33 feet to said North 30-foot Right-of-Way of Peachwood Drive; thence along said Right-of-Way, North 89 Degrees 00 Minutes 22 Seconds West 10.00 feet; thence North 00 Degrees 59 Minutes 54 Seconds East 339.30 feet; thence North 89 Degrees 10 Minutes 35 Seconds West 80.83 feet to the East line of a 100-foot Easement Conveyed to Southern Indiana Gas and Electric Company in Miscellaneous Book 42, Page 72 and also Miscellaneous Book 45, Page 156; thence along said East line, North 01 Degree 00 Minutes 56 Seconds West 10.01 feet to the North line of said Glendale P.R.U.D.; thence along the North line of said Glendale P.R.U.D., South 89 Degrees 10 Minutes 35 Seconds East 275.18 feet to the point of beginning, containing 9,540 square feet, more or less.

Tract 2, Description #1

Part of a 10-foot Public Utility Easement on the Plat of Glendale Planned Residential Unit Development (P.R.U.D.) which is recorded in Plat File 1, Card 334 in the Office of the Recorder of Warrick County, Indiana and being part of the West Half of the Northeast Quarter of Section 26, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Half Quarter Section; thence along the East line of said Half Quarter Section, South 00 Degrees 59 Minutes 54 Seconds West 1061.85 feet; thence North 89 Degrees 00 Minutes 06 Seconds West 115.00 feet to the Point of Beginning; thence North 89 Degrees 10 Minutes 35 Seconds West 119.00 feet; thence North 00 Degrees 59 Minutes 54 Seconds East 329.70 feet; thence South 89 Degrees 00 Minutes 22 Seconds East 10.00 feet; thence South 00 Degrees 59 Minutes 54 Seconds West 319.67 feet; thence South 89 Degrees 10 Minutes 35 Seconds East 99.00 feet; thence North 00 Degrees 59 Minutes 54 Seconds East 319.37 feet; thence South 89 Degrees 00 Minutes 22 Seconds East 10.00 feet; thence South 00 Degrees 59 Minutes 54 Seconds West 329.34 feet; to the point of beginning, containing 7,580 square feet, more or less.

Tract 2, Description #2

A 10-foot Drain Easement on the Plat of Glendale Planned Residential Unit Development (P.R.U.D.) which is recorded in Plat File 1, Card 334 in the Office of the Recorder of Warrick County, Indiana and being part of the West Half of the Northeast Quarter of



Section 26, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Half Quarter Section; thence along the East line of said Half Quarter Section, South 00 Degrees 59 Minutes 54 Seconds West 1061.85 feet; thence North 89 Degrees 00 Minutes 06 Seconds West 115.00 feet to a corner of a 10-foot Public Utility Easement as dedicated in said Glendale P.R.U.D.; thence along the south line thereof, North 89 Degrees 10 Minutes 35 Seconds West 18.00 feet to the Point of Beginning; thence South 15 Degrees 00 Minutes 42 Seconds East 39.77 feet; thence South 07 Degrees 24 Minutes 37 Seconds East 39.88 feet; thence South 82 Degrees 35 Minutes 23 Seconds West 10.00 feet; thence North 07 Degrees 24 Minutes 37 Seconds West 39.22 feet; thence North 15 Degrees 00 Minutes 42 Seconds West 41.94 feet to the south line of said 10-foot Public Utility Easement dedicated in said Glendale P.R.U.D.; thence along said South line, South 89 Degrees 10 Minutes 35 Seconds East 10.39 feet to the point of beginning, containing 804 square feet, more or less.

Tract 2, Description #3

Part of a 10-foot Public Utility Easement and Drain Easement on the Plat of Glendale Planned Residential Unit Development (P.R.U.D.) which is recorded in Plat File 1, Card 334 in the Office of the Recorder of Warrick County, Indiana and being part of the West Half of the Northeast Quarter of Section 26, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Half Quarter Section; thence along the East line said Half Quarter Section, South 00 Degrees 59 Minutes 54 Seconds West 1061.85 feet; thence North 89 Degrees 00 Minutes 06 Seconds West 115.00 feet to a corner of a 10-foot Public Utility Easement as dedicated in said Glendale P.R.U.D.; thence along the south line thereof, North 89 Degrees 10 Minutes 35 Seconds West 119.00 feet to a corner of said 10-foot Public Utility Easement and being the Point of Beginning; thence along the South line of said 10-foot Public Utility Easement, South 89 Degrees 10 Minutes 35 Seconds East 10.00 feet; thence South 00 Degrees 59 Minutes 54 Seconds West 39.00 feet; thence South 00 Degrees 51 Minutes 39 Seconds East 213.62 feet to the north line of a tract of land conveyed to the State of Indiana in Document Number 2000R-001552 in the Office of said Recorder; thence along the boundary of said State tract; thence North 34 Degrees 43 Minutes 08 Seconds West 17.95 feet; thence North 00 Degrees 51 Minutes 39 Seconds West 198.87 feet; thence North 00 Degrees 59 Minutes 54 Seconds East 39.13 feet to the point of beginning, containing 2,453 square feet, more or less.

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

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

PASSED this 22 day of April, 2019

BOARD OF COUNTY COMMISIONERS
OF WARRICK COUNTY, INDIANA

By: Dan Saylor
Dan Saylor, President

By: Bob Johnson
Bob Johnson, Vice President

By: Terry Phillippe
Terry Phillippe, Member

Secretary

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

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



2019R-003190
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
04/30/2019 08:22 AM
REC FEE: 5.00
PAGES: 3

WARRICK COUNTY COMMISSIONERS ORDINANCE # 04-30-19-08

PLAN COMMISSIONER DOCKET # PC-R-19-01

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

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

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

That the boundaries of the "A" District as shown on said Warrick County Zoning District Maps, be amended as to the described real estate:

Part of the Southeast Quarter of the Northeast Quarter of Section 26, Township 6 South, Range 9 West and also part of the Southwest Quarter of the Northwest Quarter of Section 25, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana and being more particularly described as follows:

Beginning at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of said Section 26; thence along the east line of said Quarter Quarter Section, North 00 Degrees 47 Minutes 08 Seconds East 22.00 feet to the north boundary of Lincoln Avenue; thence along said north boundary, South 89 Degrees 49 Minutes 26 Seconds West 8.94 feet to a corner of a tract of land conveyed to the State of Indiana in Document 2000R-001346 in the office of the Recorder of Warrick County, Indiana; thence along the boundary of said tract of land conveyed to the State the Indiana, the following four (4) calls:
North 82 Degrees 00 Minutes 40 Seconds West 198.94 feet; thence
South 89 Degrees 44 Minutes 18 Seconds West 196.85 feet; thence
North 85 Degrees 21 Minutes 17 Seconds West 201.75 feet; thence
North 36 Degrees 10 Minutes 02 Seconds West 169.04 feet to the center line of a ditch being the east boundary of a tract of land conveyed to Gateway Baptist Church of Newburgh, Incorporated in Deed File 2,card 14051 in the office of said Recorder; thence along the center line of said ditch and along the east boundary of said Gateway Baptist Church of Newburgh the following thirty-two (32) calls:
North 06 Degrees 07 Minutes 26 Seconds East 27.66 feet; thence
North 11 Degrees 00 Minutes 41 Seconds East 25.09 feet; thence
North 25 Degrees 50 Minutes 04 Seconds East 16.66 feet; thence
North 43 Degrees 08 Minutes 07 Seconds East 12.89 feet; thence
North 22 Degrees 37 Minutes 46 Seconds East 45.77 feet; thence
North 08 Degrees 07 Minutes 23 Seconds West 19.27 feet; thence

X Ref# PF1 C 334

North 25 Degrees 30 Minutes 49 Seconds East 54.84 feet; thence
North 07 Degrees 40 Minutes 56 Seconds East 44.11 feet; thence
North 21 Degrees 30 Minutes 39 Seconds East 35.60 feet; thence
North 14 Degrees 11 Minutes 32 Seconds West 30.54 feet; thence
North 07 Degrees 06 Minutes 34 Seconds West 15.68 feet; thence
North 24 Degrees 35 Minutes 35 Seconds East 32.90 feet; thence
North 01 Degree 10 Minutes 50 Seconds East 29.74 feet; thence
North 04 Degrees 14 Minutes 03 Seconds East 76.20 feet; thence
North 16 Degrees 01 Minutes 00 Second East 49.28 feet; thence
North 21 Degrees 15 Minutes 09 Seconds East 58.11 feet; thence
North 08 Degrees 43 Minutes 58 Seconds West 34.80 feet; thence
North 05 Degrees 36 Minutes 04 Seconds East 71.41 feet; thence
North 01 Degree 35 Minutes 09 Seconds West 25.90 feet; thence
North 12 Degrees 13 Minutes 23 Seconds East 49.09 feet; thence
North 06 Degrees 33 Minutes 07 Seconds East 20.00 feet; thence
North 04 Degrees 09 Minutes 29 Seconds East 46.40 feet; thence
North 02 Degrees 51 Minutes 10 Seconds East 47.19 feet; thence
North 04 Degrees 36 Minutes 54 Seconds West 40.50 feet; thence
North 01 Degree 51 Minutes 11 Seconds East 26.16 feet; thence
North 62 Degrees 19 Minutes 50 Seconds West 9.52 feet; thence
North 06 Degrees 50 Minutes 52 Seconds East 15.51 feet; thence
North 74 Degrees 45 Minutes 50 Seconds East 15.69 feet; thence
North 43 Degrees 15 Minutes 25 Seconds East 10.16 feet; thence
North 05 Degrees 07 Minutes 02 Seconds East 13.64 feet; thence
North 01 Degree 59 Minutes 05 Seconds West 53.74 feet; thence
North 13 Degrees 19 Minutes 41 Seconds East 114.05 feet to a point on the north line of the Southeast Quarter of the Northeast Quarter of said Section 26; thence along the north line of said Quarter Quarter Section, South 89 Degrees 47 Minutes 25 Seconds East 536.82 feet to the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 25; thence along the north line of the Southwest Quarter of the Northwest Quarter of said Section 25, South 89 Degrees 47 Minutes 11 Seconds East 328.15 feet to the northeast corner of the West Half of the West Half of the Southwest Quarter of the Northwest Quarter of said Section 25; thence along the east line of said Half Half Quarter Quarter Section, South 00 Degrees 46 Minutes 24 Seconds West 1312.35 feet to the southeast corner thereof; thence along the south line of the Southwest Quarter of the Northwest Quarter of said Section 25, South 89 Degrees 45 Minutes 39 Seconds West 328.46 feet to the point of beginning and containing a gross area of 27.728 Acres, more or less.

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

Which real estate is zoned and classified as part of the "A" (Agricultural) District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said "A" District to said "PUD/R-2" District.

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

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

President

Member

Member
BOARD OF COMMISSIONERS
WARRICK COUNTY INDIANA

County Auditor

Date Approved: 4/22/19

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

Signature

Scott D. Buedel
Printed Name

This document prepared by: Scott Buedel, Cash Waggner and Associates, PC
414 Citadel Circle, Suite B, Evansville, IN 47715.

2019R-003189
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
04/30/2019 10:23 AM
REC FEE: 0.00
PAGES: 2

WARRICK COUNTY COMMISSIONERS ORDINANCE # CC-2019-10

PLAN COMMISSION DOCKET # PC-R-19-02

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

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

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

That the boundaries of the M-2, as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate:

Lot 1 of Roslin Industrial Park, as per plat thereof, recorded in Document No. 1999R-007098

Subject to all easements and rights of ways of record.

Which real estate is now zoned and classified as part of the M-2 District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said M-2 District to said C-4 District.

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

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

ATTEST:

County Auditor

4/22/19
Date Approved

President

Member

Member
BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA

J:\10000s\10700-10799\10708\Civil 3D\Documents\Rezoning\10708 Rezone Ordinance-to C-4 without U&D Commitment.doc



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

Signature

Alejandro Mojica
Printed Name

This document prepared by Alejandro Mojica of Morley

J:\10000s\10700-10799\10708\Civil 3D\Documents\Rezoning\10708 Rezone Ordinance-to C-4 without U&D Commitment.doc

FILED
APR 17 2019
WARRICK COUNTY
AREA PLAN COMMISSION

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

812.464.9565 office 812.464.2514 fax
4100 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

April 17, 2019

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

Re: Mini Storage Units – Trinity Drive
Release of Commercial Driveways Surety C-18-016
Morley Project # 9138.4.003 B

Bobby,

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

Please let me know if you have any questions.

Thank you,

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

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

cc: Mystic Development, LLC
APC

J:\9000s\9100-9199\9138\Civil 3D\Documents\Mini Storage Units 2018\Commercial Drive Permit\9138 Certification Driveway.Doc

BOARD OF COMMISSIONERS:

President

Member

Member

ATTEST:

Auditor
Date: 4/22/19

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Attachment A

Warrick County
CREDIT CARD AGREEMENT

Employee/Office Holder: Steve Roelle Department: 1112 - Economic Development

Approved By: Department Head Steve Roelle

The Card User listed above has been provided with a copy of the Warrick County credit card policy, and hereby agrees to comply with all terms and conditions set forth therein, including but not limited to:

1. County credit cards are for official County use only. I understand that any misuse of the County credit card may result in disciplinary action, including termination of employment.
2. Credit card payments must be processed on a timely basis. All charges need accompanying original, detailed itemized receipts. If appropriate receipts are not turned in and can not be produced, I agree to reimburse the County for any undocumented charges or any charges that of not comply with County policies. I understand these charges may be withheld from my wages.
3. The credit card will be immediately surrendered upon completion of its use, upon retirement, termination or upon request of the Department Head or a representative of the Board of Commissioners. I understand that the use of the credit card for any purpose after its surrender is prohibited.

I have read Warrick County's Credit Card Policy and procedures and accept them.

**If permanently issued to an individual:**

Cardholder Signature: Steve Roelle Date: 4/4/19

Cardholder Printed Name: Steve

**If checking out a credit card for temporary use:**

Cardholder Signature: _____ Date: _____

Cardholder Printed Name: _____

**Date Checked In:** _____ **Initials or recipient:** _____

4

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Attachment A

Warrick County
CREDIT CARD AGREEMENT

Employee/Office Holder: Jacob Grear Department: 1112 - Economic Development

Approved By: Department Head Steve Roelle

The Card User listed above has been provided with a copy of the Warrick County credit card policy, and hereby agrees to comply with all terms and conditions set forth therein, including but not limited to:

1. County credit cards are for official County use only. I understand that any misuse of the County credit card may result in disciplinary action, including termination of employment.
2. Credit card payments must be processed on a timely basis. All charges need accompanying original, detailed itemized receipts. If appropriate receipts are not turned in and can not be produced, I agree to reimburse the County for any undocumented charges or any charges that of not comply with County policies. I understand these charges may be withheld from my wages.
3. The credit card will be immediately surrendered upon completion of its use, upon retirement, termination or upon request of the Department Head or a representative of the Board of Commissioners. I understand that the use of the credit card for any purpose after its surrender is prohibited.

I have read Warrick County's Credit Card Policy and procedures and accept them.

**If permanently issued to an individual:**

Cardholder Signature: Jacob Grear Date: 4/9/19

Cardholder Printed Name: Jacob Grear

**If checking out a credit card for temporary use:**

Cardholder Signature: _____ Date: _____

Cardholder Printed Name: _____

**Date Checked In:** _____ **Initials or recipient:** _____

4

**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: 7
APPLICATION DATE: April 15, 2019
PERIOD TO: March 31, 2019
ISG JOB NUMBER 0201175.18.C00

Distribution to: OWNER, ARCHITECT, CONTRACTOR

Please Remit To

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

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

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

RACHEL DIANE PETERSEN
Notary Public, State of Indiana
Vanderburgh County
Commission Number 0714815
My Commission Expires
June 27, 2026

CONTRACT FOR:

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

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT SUM | | $6,143,876.00 |
| 2. Net change by Change Orders | | $0.00 |
| 3. CONTRACT SUM TO DATE (Line 1 +/- 2) | | $6,143,876.00 |
| 4. TOTAL COMPLETED & STORED TO DATE | | $5,962,605.09 |
| 5. RETAINAGE: a. 5% of Total Completed & Stored To Date (Column I of G703) | $ 298,130.27 | |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | | $5,664,474.82 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | $5,219,019.40 |
| 8. CURRENT PAYMENT DUE | | $445,455.42 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | | $657,156.19 |

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

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

CONTRACTOR:
By: Drew Dailey, Vice President Date: 4/15/2019
State of: Indiana
County of: Warrick
Subscribed and sworn to before me this 15th day of April, 2019
Notary Public: Rachel Diane Petersen
My Commission expires: June 27, 2026

Owner Approval:
Dan Saylor 4-22-19
Dan Saylor
Warrick County Commissioners Office

AIA DOCUMENT G703 - 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: 7
APPLICATION DATE: 4/15/2019
PERIOD TO: 3/31/2019
ISG 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 | 640,745.61 | 113,072.75 | | 753,818.36 | 100.00% | - | 37,690.92 |
| 3 | Courthouse Judicial Center Lighting | 225,885.53 | 223,626.67 | 2,258.86 | | 225,885.53 | 100.00% | - | 11,294.28 |
| 4 | Courthouse and Judicial Center HVAC Upgrades | 2,010,465.41 | 1,708,895.60 | 100,523.27 | | 1,809,418.87 | 90.00% | 201,046.54 | 90,470.94 |
| 5 | Courthouse Restroom and Plumbing Upgrades | 295,094.05 | 292,143.11 | (0.00) | | 292,143.11 | 99.00% | 2,950.94 | 14,607.16 |
| 6 | Courthouse Exterior Improvements | 669,570.95 | 602,613.86 | 33,478.54 | | 636,092.40 | 95.00% | 33,478.55 | 31,804.62 |
| 7 | Courthouse Interior Improvements | 653,447.70 | 490,085.78 | 130,689.54 | | 620,775.32 | 95.00% | 32,672.38 | 31,038.77 |
| CO 1 | Change Order #1 | 177,755.00 | 0.00 | 88,877.50 | | 88,877.50 | 50.00% | 88,877.50 | 4,443.88 |
| | PROJECT TOTALS | 6,321,631.00 | 5,493,704.63 | 468,900.46 | 0.00 | 5,962,605.09 | 94.32% | 359,025.91 | 298,130.27 |

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

**EXHIBIT B-1**
**LIEN RELEASE AND WAIVER FOR PROGRESS PAYMENT**

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

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

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

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

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

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

5. The undersigned warrants that upon receipt of $445,455.42, 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 15th day of April, 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 15th day of April, 2019.

Rachel Diane Petersen
(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 0714815
My Commission Expires
June 27, 2026

COPY

# 7 APPROVED 4-22-19. RS.

ESG energy systems group

# INVOICE

Invoice No: 7
Invoice Date: 04/15/2019
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
**$445,455.42**

| Description | Total |
|---|---|
| Warrick County Courthouse - Payment Application #7<br>Guaranteed Energy Savings Performance Contract - Contract Dated May 14, 2018 | $468,900.46 |

| | |
|---|---|
| Sub-Total | $468,900.46 |
| 5% Retainage | ($23,445.04) |
| **Balance Due:** | $445,455.42 |
| *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

## Warrick County Claims for Payment

| Effective Date | Payee Name 1 | Fund | Acct | Loc | Amount |
|---|---|---|---|---|---|
| 4/4/2019 | Verizon Wireless | 1000 | 32400 | 0303 | 1260.64 |
| 4/4/2019 | Vectren Energy Delivery | 1112 | 33000 | 0000 | 207.52 |
| 4/4/2019 | Vectren Energy Delivery | 1112 | 45010 | 0000 | 402.33 |
| 4/4/2019 | Vectren Energy Delivery | 1112 | 45010 | 0000 | 272.41 |
| 4/4/2019 | Vectren Energy Delivery | 1112 | 45010 | 0000 | 13.40 |
| 4/4/2019 | Vectren Energy Delivery | 1112 | 45010 | 0000 | 156.69 |
| 4/4/2019 | Pike Gibson Water, Inc. | 1112 | 50810 | 0000 | 19.82 |
| 4/4/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | 86.42 |
| 4/4/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | 31.70 |
| 4/4/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | 32.77 |
| 4/4/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | 48.69 |
| 4/4/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | 14.50 |
| 4/4/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | 61.10 |
| 4/4/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | 325.51 |
| 4/4/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | 10.33 |
| 4/4/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | 168.04 |
| 4/4/2019 | Tractor Supply Co | 1219 | 23500 | 0000 | 33.98 |
| 4/4/2019 | Tractor Supply Co | 1219 | 23500 | 0000 | 49.26 |
| 4/4/2019 | Tractor Supply Co | 1219 | 23500 | 0000 | 68.24 |
| 4/4/2019 | Boonville Utilities | 1219 | 31421 | 0000 | 1034.69 |
| 4/4/2019 | AT&T Mobility | 1219 | 32400 | 0000 | 134.20 |
| 4/4/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 8.90 |
| 4/4/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 6.10 |
| 4/4/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 8.90 |
| 4/4/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 24.40 |
| 4/4/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 6.10 |
| 4/4/2019 | Warrick County Treasurer | 7304 | 31111 | 0000 | 8552.69 |
| 4/4/2019 | Warrick County Treasurer | 7312 | 50100 | 0000 | 0.03 |
| 4/4/2019 | Warrick County Treasurer | 7332 | 50100 | 0000 | 667052.75 |
| 4/4/2019 | Clerk-Treasurer--Tennyson | 7332 | 50100 | 0000 | 1492.50 |
| 4/4/2019 | Clerk-Treasurer--Newburgh | 7332 | 50100 | 0000 | 37694.58 |
| 4/4/2019 | Clerk-Treasurer--Lynnville | 7332 | 50100 | 0000 | 4281.25 |
| 4/4/2019 | Clerk-Treasurer--Elberfeld | 7332 | 50100 | 0000 | 5366.59 |
| 4/4/2019 | Clerk-Treasurer--Chandler | 7332 | 50100 | 0000 | 24861.42 |
| 4/4/2019 | Clerk-Treasurer--Boonville | 7332 | 50100 | 0000 | 158526.41 |
| 4/8/2019 | Wabash Valley Service Co | 1000 | 22100 | 0005 | 2298.29 |
| 4/8/2019 | Unifirst Corporation | 1000 | 24500 | 0005 | 8.36 |
| 4/8/2019 | Unifirst Corporation | 1000 | 24500 | 0005 | 8.36 |
| 4/8/2019 | Neopost Usa - Equipment | 1000 | 31400 | 0068 | 240.00 |
| 4/8/2019 | Tractor Supply Co | 1000 | 31800 | 0380 | 53.99 |
| 4/8/2019 | Tractor Supply Co | 1000 | 31800 | 0380 | 111.96 |
| 4/8/2019 | Tractor Supply Co | 1000 | 31800 | 0380 | 53.99 |
| 4/8/2019 | Stewart Richardson Deposition | 1000 | 33100 | 0009 | 269.00 |
| 4/8/2019 | Power Systems Properties LLC | 1000 | 37200 | 0008 | 1525.00 |
| 4/8/2019 | Treasurer Of State Of Indiana | 1000 | 58001 | 0000 | 646.80 |
| 4/8/2019 | Satellite Tracking Of People L | 1122 | 32300 | 0000 | 2148.30 |
| 4/8/2019 | Corrisoft, LLC | 1122 | 32300 | 0000 | 226.60 |
| 4/8/2019 | Unifirst Corporation | 1169 | 23201 | 0000 | 6.50 |
| 4/8/2019 | Unifirst Corporation | 1169 | 23201 | 0000 | 6.50 |
| 4/8/2019 | VANWINKLE, RICK | 1169 | 39201 | 0000 | 55.00 |
| 4/8/2019 | Retter, Patrick | 1169 | 39201 | 0000 | 60.00 |
| 4/8/2019 | Metzger Construction Co Inc. | 1173 | 22320 | 0531 | 3730.61 |
| 4/8/2019 | Metzger Construction Co Inc. | 1173 | 22320 | 0531 | 143.43 |
| 4/8/2019 | Mulzer Crushed Stone, Inc. | 1173 | 23100 | 0531 | 428.25 |
| 4/8/2019 | Mulzer Crushed Stone, Inc. | 1173 | 23100 | 0531 | 255.32 |
| 4/8/2019 | Mulzer Crushed Stone, Inc. | 1173 | 23100 | 0531 | 751.69 |
| 4/8/2019 | Mulzer Crushed Stone, Inc. | 1173 | 23100 | 0531 | 381.81 |
| 4/8/2019 | Mulzer Crushed Stone, Inc. | 1173 | 23100 | 0531 | 278.16 |
| 4/8/2019 | Mulzer Crushed Stone, Inc. | 1173 | 23100 | 0531 | 380.25 |
| 4/8/2019 | Mulzer Crushed Stone, Inc. | 1173 | 23100 | 0531 | 613.37 |
| 4/8/2019 | Mulzer Crushed Stone, Inc. | 1173 | 23100 | 0531 | 442.05 |
| 4/8/2019 | Mulzer Crushed Stone, Inc. | 1173 | 23100 | 0531 | 923.74 |
| 4/8/2019 | Mulzer Crushed Stone, Inc. | 1173 | 23100 | 0531 | 213.60 |
| 4/8/2019 | Mulzer Crushed Stone, Inc. | 1173 | 23100 | 0531 | 1053.11 |
| 4/8/2019 | Patricia Perry | 1215 | 32300 | 0000 | 163.68 |
| 4/8/2019 | Patricia Perry | 1215 | 39500 | 0000 | 50.00 |
| 4/8/2019 | Cottonwood Software | 1219 | 36400 | 0000 | 100.00 |
| 4/8/2019 | PSC | 1222 | 31400 | 0000 | 161.39 |
| 4/8/2019 | Metzger Construction Co Inc | 4103 | 00137 | 0000 | 1805.61 |
| 4/8/2019 | Wabash Valley Service Co | 4901 | 21100 | 0000 | 37.13 |
| 4/8/2019 | HAMBLIN, RANDY AND JANET | 4903 | 61123 | 0000 | 1530.00 |
| 4/8/2019 | SHAWLER, CRYSTAL | 4903 | 61123 | 0000 | 940.00 |
| 4/8/2019 | Kathryn Simpson | 4903 | 61123 | 0000 | 200.00 |
| 4/8/2019 | NEHLS, MEGAN L. | 4903 | 61123 | 0000 | 41.70 |
| 4/8/2019 | NEHLS, MEGAN L. | 4903 | 61123 | 0000 | 277.11 |
| 4/8/2019 | NEHLS, MEGAN L. | 4903 | 61123 | 0000 | 421.19 |
| 4/8/2019 | Unifirst Corporation | 5251 | 00525 | 0000 | 45.27 |
| 4/8/2019 | HAMBLIN, RANDY AND JANET | 8506 | 40005 | 0000 | 5120.00 |
| 4/8/2019 | SHAWLER, CRYSTAL | 8506 | 40005 | 0000 | 3760.00 |
| 4/8/2019 | Kathryn Simpson | 8506 | 40005 | 0000 | 800.00 |
| 4/8/2019 | NEHLS, MEGAN L. | 8506 | 40005 | 0000 | 166.80 |
| 4/8/2019 | NEHLS, MEGAN L. | 8506 | 40005 | 0000 | 1108.43 |
| 4/8/2019 | NEHLS, MEGAN L. | 8506 | 40005 | 0000 | 1684.77 |
| 4/10/2019 | J-4 Professional Cleaning Syst | 1000 | 31400 | 0068 | 2800.00 |
| 4/10/2019 | Amy Pollock | 1000 | 32300 | 0660 | 14.76 |
| 4/10/2019 | Dawn Garrett | 1000 | 32300 | 0660 | 14.76 |
| 4/10/2019 | Sharon Shoulders | 1000 | 32300 | 0660 | 74.60 |
| 4/10/2019 | First Advantage Insurance | 1000 | 34100 | 0068 | 75.00 |
| 4/10/2019 | First Advantage Insurance | 1000 | 34200 | 0068 | 2094.00 |
| 4/10/2019 | Vectren Energy Delivery | 1112 | 45010 | 0000 | 10.93 |
| 4/10/2019 | Warrick Co. Solid Waste Mgmt D | 1159 | 22500 | 0000 | 15.00 |
| 4/10/2019 | Kathy Manning | 1159 | 32300 | 0000 | 190.96 |
| 4/10/2019 | Office Depot, Incorporated | 1176 | 21100 | 0530 | 102.88 |
| 4/10/2019 | Phillips, Elizabeth | 1206 | 31510 | 0000 | 2400.00 |
| 4/10/2019 | Unifirst Corporation | 1219 | 24500 | 0000 | 39.73 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 161.44 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 54.88 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 18.44 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 28.07 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 125.87 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 16.02 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 129.75 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 37.41 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 21.08 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 30.66 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 124.54 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 40.89 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 129.13 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 147.96 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 113.56 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 121.76 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 1408.22 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 159.85 |
| 4/10/2019 | Vectren Energy Delivery | 1219 | 33000 | 0000 | 50.45 |
| 4/10/2019 | Lochmueller Group | 4903 | 61118 | 0000 | 1279.98 |

| | | | | | |
|---|---|---|---|---|---|
| 4/10/2019 | Boston Mutual Life Insurance C | 5200 | 00505 | 0000 | 1621.19 |
| 4/10/2019 | Child Support Enforcement Agen | 8099 | 31111 | 0000 | 78.55 |
| 4/11/2019 | Treasurer Of State-ACH | 1000 | 11103 | 0201 | 1250.00 |
| 4/11/2019 | Treasurer Of State-ACH | 1000 | 11103 | 0202 | 1250.00 |
| 4/11/2019 | Treasurer Of State-ACH | 1000 | 11103 | 0232 | 1250.00 |
| 4/11/2019 | Treasurer Of State-ACH | 1000 | 17100 | 0068 | 286.89 |
| 4/11/2019 | LUND, ERIC | 1000 | 33100 | 0009 | 500.00 |
| 4/11/2019 | Wowl Business | 1112 | 32400 | 0000 | 210.80 |
| 4/11/2019 | Vectren Energy Delivery | 1112 | 33000 | 0000 | 165.35 |
| 4/11/2019 | Duke Energy | 1112 | 33000 | 0000 | 9.01 |
| 4/11/2019 | Duke Energy | 1112 | 33000 | 0000 | 112.85 |
| 4/11/2019 | Duke Energy | 1112 | 33000 | 0000 | 37.12 |
| 4/11/2019 | The Town Of Newburgh | 1112 | 37200 | 0000 | 500.00 |
| 4/11/2019 | Morrie Doll | 1197 | 31200 | 0000 | 500.00 |
| 4/11/2019 | Applied Land Solutions | 1197 | 31400 | 0000 | 3731.25 |
| 4/11/2019 | Lochmueller Group | 1197 | 44500 | 0000 | 933.33 |
| 4/11/2019 | Warrick Co. Solid Waste Mgmt D | 1197 | 44500 | 0000 | 123.00 |
| 4/11/2019 | DUGAN, LAVERNE AND MARJORIE | 1201 | 57900 | 0000 | 1417.38 |
| 4/11/2019 | Erin Bergman | 2504 | 32300 | 0000 | 29.29 |
| 4/11/2019 | Benistar/Hartford-6795 | 5001 | 00530 | 0000 | 22374.56 |
| 4/11/2019 | Indianapolis Marriott | 8897 | 30200 | 0000 | 1125.00 |
| 4/11/2019 | Amy Pollock | 8897 | 30200 | 0000 | 150.00 |
| 4/11/2019 | Dawn Garrett | 8897 | 30200 | 0000 | 150.00 |
| 4/12/2019 | American Stamp & Marking Produ | 1000 | 20000 | 0201 | 146.51 |
| 4/12/2019 | U.S. Bank | 1000 | 21100 | 0201 | 140.16 |
| 4/12/2019 | Office Depot, Incorporated | 1000 | 21100 | 0201 | 39.79 |
| 4/12/2019 | Office Depot, Incorporated | 1000 | 21100 | 0201 | 114.52 |
| 4/12/2019 | Office Depot, Incorporated | 1000 | 21100 | 0201 | 10.40 |
| 4/12/2019 | The Long Company | 1000 | 21210 | 0232 | 19.41 |
| 4/12/2019 | Alpha Laser Services | 1000 | 23400 | 0202 | 545.00 |
| 4/12/2019 | Advanced Document Solutions | 1000 | 24300 | 0202 | 20.04 |
| 4/12/2019 | Law Office Of Jonathan M Young | 1000 | 31890 | 0201 | 7.50 |
| 4/12/2019 | Martin & Martin, Inc. | 1000 | 31890 | 0201 | 18.75 |
| 4/12/2019 | Warren Mathies | 1000 | 31890 | 0201 | 225.00 |
| 4/12/2019 | Law Office Of Jonathan M Young | 1000 | 31890 | 0232 | 52.50 |
| 4/12/2019 | Alpha Laser Services | 1000 | 36900 | 0201 | 21.18 |
| 4/12/2019 | Alpha Laser Services | 1000 | 36900 | 0201 | 75.00 |
| 4/12/2019 | B-Hive Printing | 2001 | 21100 | 0000 | 59.00 |
| 4/12/2019 | Warrick County Treasurer | 2002 | 39960 | 0000 | 75.00 |
| 4/12/2019 | Warrick County Treasurer | 2002 | 39960 | 0000 | 25.00 |
| 4/12/2019 | Warrick County Treasurer | 2002 | 39961 | 0000 | 475.00 |
| 4/12/2019 | Advanced Document Solutions | 2002 | 44000 | 0000 | 28.60 |
| 4/12/2019 | Advanced Document Solutions | 2002 | 44000 | 0000 | 32.47 |
| 4/12/2019 | Boonville Natural Gas Corp. | 4921 | 31201 | 0000 | 205.57 |
| 4/12/2019 | Boonville Utilities | 4921 | 31201 | 0000 | 93.05 |
| 4/12/2019 | Corrisoft, LLC | 4921 | 31201 | 0000 | 226.60 |
| 4/12/2019 | Mercedes Medical | 4921 | 31201 | 0000 | 24.00 |
| 4/12/2019 | National Test Systems | 4921 | 31201 | 0000 | 1122.50 |
| 4/12/2019 | Vectren Energy Delivery | 4921 | 31201 | 0000 | 185.91 |
| 4/12/2019 | Staples Credit Plan | 4921 | 31201 | 0000 | 62.98 |
| 4/16/2019 | Gentry, Guy | 1000 | 18300 | 0079 | 50.00 |
| 4/16/2019 | Jeffrey L Valliant | 1000 | 18300 | 0079 | 50.00 |
| 4/16/2019 | William Byers | 1000 | 18300 | 0079 | 50.00 |
| 4/16/2019 | Jeff Willis | 1000 | 18300 | 0079 | 50.00 |
| 4/16/2019 | Piranha Shredding/Recycling In | 1000 | 30200 | 0068 | 45.00 |
| 4/16/2019 | Piranha Shredding/Recycling In | 1000 | 30200 | 0068 | 45.00 |
| 4/16/2019 | Ziemer Stayman Weitzel Shoulde | 1000 | 31200 | 0061 | 1500.00 |
| 4/16/2019 | Morrie Doll | 1000 | 31200 | 0068 | 2662.50 |
| 4/16/2019 | Warrick Publishing Co | 1000 | 31300 | 0068 | 13.20 |

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|---|---|---|---|---|---|
| 4/16/2019 | Keller Shroeder | 1000 | 31400 | 0068 | 1244.00 |
| 4/16/2019 | U.S. Bank | 1000 | 31400 | 0068 | 96.18 |
| 4/16/2019 | First Bankcard | 1000 | 32313 | 0068 | 309.00 |
| 4/16/2019 | First Bankcard | 1000 | 32315 | 0068 | 309.00 |
| 4/16/2019 | Wowl Business | 1000 | 32400 | 0068 | 3616.18 |
| 4/16/2019 | AT&T | 1000 | 32400 | 0303 | 82.51 |
| 4/16/2019 | Verizon Wireless | 1000 | 32410 | 0068 | 1045.60 |
| 4/16/2019 | U.S. Bank | 1000 | 36400 | 0005 | 56.41 |
| 4/16/2019 | U.S. Bank | 1000 | 36400 | 0005 | 132.73 |
| 4/16/2019 | U.S. Bank | 1000 | 36400 | 0051 | 90.16 |
| 4/16/2019 | Economic Dev Coalition Of SW I | 1112 | 32300 | 0000 | 6000.00 |
| 4/16/2019 | JBI Construction Inc. | 1112 | 44515 | 0000 | 56733.35 |
| 4/16/2019 | JBI Construction Inc. | 1112 | 44515 | 0000 | 63303.48 |
| 4/16/2019 | Morrie Doll | 1141 | 18102 | 0000 | 100.00 |
| 4/16/2019 | Tecumseh High School | 1148 | 31202 | 0000 | 750.00 |
| 4/16/2019 | Warrick County Court Services | 1148 | 31202 | 0000 | 3300.00 |
| 4/16/2019 | Boonville Police Department | 1148 | 31202 | 0000 | 1056.00 |
| 4/16/2019 | Youth First, Inc. | 1148 | 31202 | 0000 | 2000.00 |
| 4/16/2019 | Boonville Police Department | 1148 | 31220 | 0000 | 380.00 |
| 4/16/2019 | Newburgh Police Department | 1148 | 31220 | 0000 | 1988.00 |
| 4/16/2019 | Boonville Natural Gas Corp. | 1176 | 33000 | 0531 | 829.50 |
| 4/16/2019 | Boonville Natural Gas Corp. | 1176 | 33000 | 0531 | 18.00 |
| 4/16/2019 | Boonville Utilities | 1176 | 33000 | 0531 | 401.28 |
| 4/16/2019 | Boonville Utilities | 1176 | 33000 | 0531 | 18.96 |
| 4/16/2019 | Spectrum | 1176 | 33000 | 0531 | 228.73 |
| 4/16/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | 11.76 |
| 4/16/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | 6.28 |
| 4/16/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | 878.22 |
| 4/16/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | 24.63 |
| 4/16/2019 | Vectren Energy Delivery | 1176 | 33000 | 0531 | 29.86 |
| 4/16/2019 | Pictometry International Corp | 1176 | 37000 | 0533 | 6470.63 |
| 4/16/2019 | Fidlar Technologies Inc | 1189 | 31400 | 0000 | 3550.00 |
| 4/16/2019 | Steven A. Sherwood | 1197 | 32300 | 0000 | 14.47 |
| 4/16/2019 | Shammah Investments LLC | 1204 | 58010 | 0000 | 3638.84 |
| 4/16/2019 | Shammah Investments LLC | 1204 | 58010 | 0000 | 4398.51 |
| 4/16/2019 | Shammah Investments LLC | 1204 | 58010 | 0000 | 44905.75 |
| 4/16/2019 | Shammah Investments LLC | 1204 | 58010 | 0000 | 3027.67 |
| 4/16/2019 | Shammah Investments LLC | 1205 | 58011 | 0000 | 5542.40 |
| 4/16/2019 | Shammah Investments LLC | 1205 | 58011 | 0000 | 11994.00 |
| 4/16/2019 | Shammah Investments LLC | 1205 | 58011 | 0000 | 1947.30 |
| 4/16/2019 | Shammah Investments LLC | 1205 | 58011 | 0000 | 3860.95 |
| 4/16/2019 | Princeton Daily Clarion | 1215 | 31300 | 0000 | 8.00 |
| 4/16/2019 | Spectrum | 1219 | 32400 | 0000 | 94.99 |
| 4/16/2019 | AT&T Capital Services, Inc | 1222 | 31400 | 0000 | 29232.12 |
| 4/16/2019 | Indiana Office Of Technology | 1222 | 31400 | 0000 | 103.39 |
| 4/16/2019 | Spectrum | 1222 | 31400 | 0000 | 105.00 |
| 4/16/2019 | Pictometry International Corp | 1224 | 37000 | 0000 | 6470.63 |
| 4/16/2019 | Tracie Green | 2504 | 32300 | 0000 | 17.00 |
| 4/16/2019 | Glenda M Burchett | 4903 | 61123 | 0000 | 117.78 |
| 4/16/2019 | KROHN, SHERRI | 4903 | 61123 | 0000 | 117.78 |
| 4/16/2019 | Harris, Merri A. | 4903 | 61123 | 0000 | 117.78 |
| 4/16/2019 | THOMPSON, FRED | 4903 | 61123 | 0000 | 176.68 |
| 4/16/2019 | THOMPSON, KEITH | 4903 | 61123 | 0000 | 58.89 |
| 4/16/2019 | THOMPSON, RON | 4903 | 61123 | 0000 | 58.89 |
| 4/16/2019 | THOMPSON, KEVIN | 4903 | 61123 | 0000 | 58.89 |
| 4/16/2019 | WHITFIELD, FLORENCE | 4903 | 61123 | 0000 | 353.31 |
| 4/16/2019 | Unifirst Corporation | 5251 | 00525 | 0000 | 39.33 |
| 4/16/2019 | Glenda M Burchett | 8506 | 40005 | 0000 | 471.12 |
| 4/16/2019 | KROHN, SHERRI | 8506 | 40005 | 0000 | 471.12 |

| | | | | | |
|---|---|---|---|---|---|
| 4/16/2019 | Harris, Merri A. | 8506 | 40005 | 0000 | 471.12 |
| 4/16/2019 | THOMPSON, FRED | 8506 | 40005 | 0000 | 706.72 |
| 4/16/2019 | THOMPSON, KEITH | 8506 | 40005 | 0000 | 235.56 |
| 4/16/2019 | THOMPSON, RON | 8506 | 40005 | 0000 | 235.56 |
| 4/16/2019 | THOMPSON, KEVIN | 8506 | 40005 | 0000 | 235.56 |
| 4/16/2019 | WHITFIELD, FLORENCE | 8506 | 40005 | 0000 | 1413.34 |
| 4/19/2019 | Office Depot, Incorporated | 1000 | 21100 | 0232 | 57.39 |
| 4/19/2019 | Alpha Laser Services | 1000 | 21311 | 0232 | 44.00 |
| 4/19/2019 | Alpha Laser Services | 1000 | 21311 | 0232 | 49.00 |
| 4/19/2019 | Alpha Laser Services | 1000 | 21311 | 0232 | 93.96 |
| 4/19/2019 | Viewpointe Counseling | 1000 | 31870 | 0202 | 622.00 |
| 4/19/2019 | Brett M Roy | 1000 | 31870 | 0202 | 37.50 |
| 4/19/2019 | Mediion Law & Mediation | 1000 | 31890 | 0232 | 1075.50 |
| 4/19/2019 | Thomson Reuters West Payment C | 1000 | 39400 | 0232 | 1006.37 |
| 4/19/2019 | Alpha Laser Services | 1211 | 31400 | 0000 | 35.00 |
| 4/19/2019 | Ferguson, Kelly | 1211 | 31400 | 0000 | 209.88 |
| 4/19/2019 | Alpha Laser Services | 1211 | 31400 | 0000 | 64.00 |
| 4/19/2019 | Alpha Laser Services | 1211 | 31400 | 0000 | 35.00 |
| 4/19/2019 | Warrick County Treasurer | 2001 | 21202 | 0000 | 725.00 |
| 4/19/2019 | U.S. Bank | 2051 | 44200 | 0000 | 55.17 |
| 4/19/2019 | Mountain Valley Of Evansville | 4921 | 31201 | 0000 | 23.50 |
| 4/20/2019 | IACCAC Fall Training Institute | 9114 | 31111 | 0000 | 150.00 |
| 4/23/2019 | Banks & Banks | 1000 | 31890 | 0232 | 382.50 |
| 4/23/2019 | CDW Government, Inc. | 1000 | 21100 | 0001 | 83.45 |
| 4/23/2019 | Mar-Kel Quick Print | 1000 | 21100 | 0002 | 30.00 |
| 4/23/2019 | Quill Corporation | 1000 | 21100 | 0002 | 34.98 |
| 4/23/2019 | Office Depot, Incorporated | 1000 | 21100 | 0003 | 15.38 |
| 4/23/2019 | CDW Government, Inc. | 1000 | 21100 | 0011 | 32.82 |
| 4/23/2019 | Quill Corporation | 1000 | 21100 | 0012 | 180.97 |
| 4/23/2019 | Office Depot, Incorporated | 1000 | 21100 | 0061 | 79.78 |
| 4/23/2019 | Office Depot, Incorporated | 1000 | 21100 | 0061 | 18.89 |
| 4/23/2019 | Office Depot, Incorporated | 1000 | 21100 | 0068 | 55.85 |
| 4/23/2019 | Office Depot, Incorporated | 1000 | 21100 | 0079 | 71.57 |
| 4/23/2019 | A-1 Lock & Safe Co Inc | 1000 | 21100 | 0079 | 20.00 |
| 4/23/2019 | Office Depot, Incorporated | 1000 | 21100 | 0079 | 575.91 |
| 4/23/2019 | Quill Corporation | 1000 | 21100 | 0106 | 71.99 |
| 4/23/2019 | Quill Corporation | 1000 | 21100 | 0106 | 299.99 |
| 4/23/2019 | Office Depot, Incorporated | 1000 | 21150 | 0003 | 176.50 |
| 4/23/2019 | Office Depot, Incorporated | 1000 | 21150 | 0061 | 73.98 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 22100 | 0005 | 16.97 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 22100 | 0005 | 66.05 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 22100 | 0005 | 16.97 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 22100 | 0005 | 16.97 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 22100 | 0005 | 32.88 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 22100 | 0005 | 16.97 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 22100 | 0005 | 16.97 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 22100 | 0005 | 16.97 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 22100 | 0005 | 36.92 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 22100 | 0005 | 16.97 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 22100 | 0005 | 16.97 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 22100 | 0005 | 16.97 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 22100 | 0005 | 16.97 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 22100 | 0005 | 16.97 |
| 4/23/2019 | Best One Tire & Service-Newbur | 1000 | 22200 | 0005 | 404.00 |
| 4/23/2019 | Gem Chemical Company, Inc. | 1000 | 22400 | 0162 | 70.84 |
| 4/23/2019 | Gem Chemical Company, Inc. | 1000 | 22400 | 0162 | 971.00 |
| 4/23/2019 | Kenway Distributors Inc. | 1000 | 22400 | 0360 | 642.12 |

| | | | | | |
|---|---|---|---|---|---|
| 4/23/2019 | Gem Chemical Company, Inc. | 1000 | 22400 | 0380 | 291.20 |
| 4/23/2019 | Bob Barker Company Inc. | 1000 | 22700 | 0380 | 1175.08 |
| 4/23/2019 | Lewis Bros Bakeries, Inc. | 1000 | 22710 | 0380 | 49.40 |
| 4/23/2019 | Lewis Bros Bakeries, Inc. | 1000 | 22710 | 0380 | 38.35 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0005 | 18.00 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0005 | 18.00 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0005 | 70.00 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0005 | 65.00 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 224.39 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 208.39 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 112.00 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 204.00 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 201.09 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 160.39 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 315.00 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 181.99 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | (26.99) |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 166.00 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 184.00 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 306.39 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 104.00 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 163.00 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 289.19 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 169.00 |
| 4/23/2019 | Siegels | 1000 | 24500 | 0380 | 419.99 |
| 4/23/2019 | Kim's Scrub Connection | 1000 | 24500 | 0380 | 78.58 |
| 4/23/2019 | Piranha Shredding/Recycling In | 1000 | 30200 | 0068 | 45.00 |
| 4/23/2019 | Piranha Shredding/Recycling In | 1000 | 30200 | 0068 | 45.00 |
| 4/23/2019 | Tele/Data Communications Of IN | 1000 | 30200 | 0068 | 232.50 |
| 4/23/2019 | Hamrick's Towing & Recovery | 1000 | 31210 | 0009 | 2555.00 |
| 4/23/2019 | Sw Indiana Reg Yth Village | 1000 | 31501 | 0068 | 3692.00 |
| 4/23/2019 | East Pines Animal Clinic Inc | 1000 | 31000 | 0380 | 164.16 |
| 4/23/2019 | Ray Allen Manufacturing Co Inc | 1000 | 31000 | 0380 | 244.89 |
| 4/23/2019 | Deaconess Hospital | 1000 | 32000 | 0380 | 2296.39 |
| 4/23/2019 | Mobilox | 1000 | 32000 | 0380 | 60.00 |
| 4/23/2019 | Dental Delivery | 1000 | 32000 | 0380 | 756.25 |
| 4/23/2019 | Garda Lab | 1000 | 32000 | 0380 | 18.00 |
| 4/23/2019 | Evansville State Hospital (425 | 1000 | 34500 | 0068 | 107.00 |
| 4/23/2019 | Alexander Newburgh Chapel | 1000 | 36000 | 0068 | 100.00 |
| 4/23/2019 | Alexander Newburgh Chapel | 1000 | 36000 | 0068 | 100.00 |
| 4/23/2019 | Tilzer Family Funeral Homes | 1000 | 36000 | 0068 | 100.00 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 17.99 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 14.98 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 64.66 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 7.98 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 25.54 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 6.84 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 29.95 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 16.57 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 39.13 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 11.55 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 10.07 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 139.47 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 8.58 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 17.68 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 26.84 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 15.98 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 9.23 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 9.78 |

| | | | | | |
|---|---|---|---|---|---|
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 1.99 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 0.00 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 40.24 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0162 | 13.49 |
| 4/23/2019 | Plumbers Supply Co Inc. | 1000 | 36200 | 0162 | 554.50 |
| 4/23/2019 | HB Warehouse LLC | 1000 | 36200 | 0380 | 165.00 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0380 | (49.98) |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0380 | 20.69 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0380 | 24.42 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0380 | 54.96 |
| 4/23/2019 | Grainger | 1000 | 36200 | 0380 | 44.92 |
| 4/23/2019 | Grainger | 1000 | 36200 | 0380 | 57.20 |
| 4/23/2019 | Aigner Hardware | 1000 | 36200 | 0380 | 12.58 |
| 4/23/2019 | Bumper To Bumper / Btb Chandle | 1000 | 36200 | 0380 | (17.76) |
| 4/23/2019 | Bumper To Bumper / Btb Chandle | 1000 | 36200 | 0380 | 47.11 |
| 4/23/2019 | Bumper To Bumper / Btb Chandle | 1000 | 36200 | 0380 | (5.08) |
| 4/23/2019 | Springfield Electric Supply | 1000 | 36200 | 0380 | 255.24 |
| 4/23/2019 | Business Equipment | 1000 | 36400 | 0005 | 21.84 |
| 4/23/2019 | Hutch & Son Industrial Electro | 1000 | 36400 | 0302 | 55.04 |
| 4/23/2019 | Dell Marketing L.P. | 1000 | 36400 | 0303 | 959.00 |
| 4/23/2019 | Interstate Batteries Of Wabash | 1000 | 36550 | 0005 | 113.00 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 36550 | 0005 | 182.77 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 36550 | 0005 | 197.10 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 36550 | 0005 | 298.99 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 36550 | 0005 | 207.11 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 36550 | 0005 | 63.79 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1000 | 36550 | 0005 | 636.99 |
| 4/23/2019 | I.T.I. | 1000 | 39960 | 0068 | 205.00 |
| 4/23/2019 | Brite | 1000 | 44300 | 0005 | 1622.58 |
| 4/23/2019 | Ray O'Herron Company Inc. | 1000 | 44300 | 0005 | 630.25 |
| 4/23/2019 | Digital Ally | 1101 | 31111 | 0000 | 145.00 |
| 4/23/2019 | Digital Ally | 1101 | 31111 | 0000 | 399.00 |
| 4/23/2019 | Office Depot, Incorporated | 1112 | 21100 | 0000 | 75.25 |
| 4/23/2019 | Warrick Co Chamber Of Commerce | 1112 | 39100 | 0000 | 250.00 |
| 4/23/2019 | Aigner Hardware | 1112 | 45010 | 0000 | 33.17 |
| 4/23/2019 | Gem Chemical Company, Inc. | 1112 | 45010 | 0000 | 346.34 |
| 4/23/2019 | O'Reilly Auto Parts | 1112 | 45010 | 0000 | 13.99 |
| 4/23/2019 | Rundus Construction Co. Inc. | 1112 | 45010 | 0000 | 240.00 |
| 4/23/2019 | Aigner Hardware | 1138 | 36300 | 0000 | 18.24 |
| 4/23/2019 | Midwest Telecom Communications | 1138 | 60017 | 0000 | 831.50 |
| 4/23/2019 | Law Chevrolet Buick Pontiac | 1141 | 22100 | 0000 | 12.50 |
| 4/23/2019 | Quill Corporation | 1159 | 21100 | 0000 | 210.92 |
| 4/23/2019 | McKesson Medical-Surgical Inc. | 1159 | 21375 | 0000 | 129.21 |
| 4/23/2019 | Stericycle, Inc | 1159 | 21375 | 0000 | 33.65 |
| 4/23/2019 | Aigner Hardware | 1159 | 22500 | 0000 | 29.93 |
| 4/23/2019 | Aigner Hardware | 1159 | 22500 | 0000 | 34.49 |
| 4/23/2019 | B-Hive Printing | 1159 | 22500 | 0000 | 30.81 |
| 4/23/2019 | Aigner Hardware | 1159 | 22500 | 0000 | 7.65 |
| 4/23/2019 | Glaxosmithkline Pharmaceutical | 1168 | 21401 | 0000 | 421.50 |
| 4/23/2019 | J.E. Shekell, Inc. | 1168 | 36400 | 0000 | 340.00 |
| 4/23/2019 | J.E. Shekell, Inc. | 1168 | 36400 | 0000 | 473.30 |
| 4/23/2019 | J.E. Shekell, Inc. | 1168 | 36400 | 0000 | 250.00 |
| 4/23/2019 | Best One Tire & Service | 1169 | 22200 | 0000 | 1755.76 |
| 4/23/2019 | Best One Tire & Service | 1169 | 22200 | 0000 | 329.03 |
| 4/23/2019 | Meuth Construction | 1169 | 22330 | 0000 | 678.25 |
| 4/23/2019 | Compass Minerals | 1169 | 22330 | 0000 | 17721.59 |
| 4/23/2019 | Compass Minerals | 1169 | 22330 | 0000 | 6137.61 |
| 4/23/2019 | J & J Supply Inc. | 1169 | 22330 | 0000 | 2396.00 |
| 4/23/2019 | Compass Minerals | 1169 | 22330 | 0000 | 3321.45 |

| | | | | | |
|---|---|---|---|---|---|
| 4/23/2019 | Meuth Construction | 1169 | 22330 | 0000 | 283.00 |
| 4/23/2019 | Airgas USA, LLC | 1169 | 23201 | 0000 | 376.80 |
| 4/23/2019 | Aigner Hardware | 1169 | 36300 | 0000 | 67.97 |
| 4/23/2019 | Aigner Hardware | 1169 | 36300 | 0000 | 5.49 |
| 4/23/2019 | Aigner Hardware | 1169 | 36300 | 0000 | 15.90 |
| 4/23/2019 | Aigner Hardware | 1169 | 36300 | 0000 | 98.91 |
| 4/23/2019 | Airgas USA, LLC | 1169 | 36300 | 0000 | 61.05 |
| 4/23/2019 | Sisco's American Hose & Hydrau | 1169 | 36300 | 0000 | 51.30 |
| 4/23/2019 | Sisco's American Hose & Hydrau | 1169 | 36300 | 0000 | 53.16 |
| 4/23/2019 | Boonville Lawn And Garden Inc. | 1169 | 36300 | 0000 | 11.95 |
| 4/23/2019 | Chandler Starter & Alternator | 1169 | 36300 | 0000 | 342.80 |
| 4/23/2019 | Equipment Marketing Company | 1169 | 36300 | 0000 | 210.69 |
| 4/23/2019 | Equipment Marketing Company | 1169 | 36300 | 0000 | 3840.32 |
| 4/23/2019 | ERB Equipment Company | 1169 | 36300 | 0000 | 1422.13 |
| 4/23/2019 | ERB Equipment Company | 1169 | 36300 | 0000 | 37.16 |
| 4/23/2019 | ERB Equipment Company | 1169 | 36300 | 0000 | 372.21 |
| 4/23/2019 | FULCRUM LIFTING | 1169 | 36300 | 0000 | 25.48 |
| 4/23/2019 | Hamlin Equipment Rental | 1169 | 36300 | 0000 | 115.50 |
| 4/23/2019 | Hamlin Equipment Rental | 1169 | 36300 | 0000 | 138.00 |
| 4/23/2019 | Interstate Batteries Of Wabash | 1169 | 36300 | 0000 | 109.00 |
| 4/23/2019 | Meyer Truck Equipment | 1169 | 36300 | 0000 | 46.12 |
| 4/23/2019 | Meyer Truck Equipment | 1169 | 36300 | 0000 | 43.49 |
| 4/23/2019 | Perfection Driveline Inc - CTC | 1169 | 36300 | 0000 | 30.82 |
| 4/23/2019 | TRI-STATE FENCE COMPANY | 1169 | 36300 | 0000 | 6331.00 |
| 4/23/2019 | Vomac Truck Sales | 1169 | 36300 | 0000 | 103.77 |
| 4/23/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | 39.29 |
| 4/23/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | 66.01 |
| 4/23/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | 254.78 |
| 4/23/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | 35.09 |
| 4/23/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | 21.63 |
| 4/23/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | 145.67 |
| 4/23/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | 20.76 |
| 4/23/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | 22.40 |
| 4/23/2019 | Warrick Automotive Supply | 1169 | 36300 | 0000 | 429.32 |
| 4/23/2019 | Airgas USA, LLC | 1169 | 36300 | 0000 | 105.19 |
| 4/23/2019 | Auto Wheel And Rim Service Inc | 1169 | 36300 | 0000 | 52.56 |
| 4/23/2019 | Brandwis Machinery & Supply | 1169 | 36300 | 0000 | 654.48 |
| 4/23/2019 | Interstate Batteries Of Wabash | 1169 | 36300 | 0000 | 230.00 |
| 4/23/2019 | DW Rogers Company | 1169 | 36300 | 0000 | 64.46 |
| 4/23/2019 | Airgas USA, LLC | 1169 | 37100 | 0000 | 555.26 |
| 4/23/2019 | Quill Corporation | 1181 | 21100 | 0000 | 66.99 |
| 4/23/2019 | Quill Corporation | 1181 | 21100 | 0000 | 290.99 |
| 4/23/2019 | J & J Supply Inc. | 1197 | 44500 | 0000 | 1004.40 |
| 4/23/2019 | J & J Supply Inc. | 1197 | 44500 | 0000 | 67.36 |
| 4/23/2019 | J & J Supply Inc. | 1197 | 44500 | 0000 | 258.40 |
| 4/23/2019 | J & J Supply Inc. | 1197 | 44500 | 0000 | 1198.00 |
| 4/23/2019 | J & J Supply Inc. | 1197 | 44500 | 0000 | 745.99 |
| 4/23/2019 | J & J Supply Inc. | 1197 | 44500 | 0000 | 13.70 |
| 4/23/2019 | J & J Supply Inc. | 1197 | 44500 | 0000 | 7.67 |
| 4/23/2019 | J & J Supply Inc. | 1197 | 44500 | 0000 | 788.90 |
| 4/23/2019 | J & J Supply Inc. | 1197 | 44500 | 0000 | (204.75) |
| 4/23/2019 | J & J Supply Inc. | 1197 | 44500 | 0000 | 30.92 |
| 4/23/2019 | J & J Supply Inc. | 1219 | 23210 | 0000 | 75.20 |
| 4/23/2019 | Aigner Hardware | 1219 | 36250 | 0000 | 25.93 |
| 4/23/2019 | Aigner Hardware | 1219 | 36250 | 0000 | 6.76 |
| 4/23/2019 | Aigner Hardware | 1219 | 36250 | 0000 | 25.35 |
| 4/23/2019 | Aigner Hardware | 1219 | 36250 | 0000 | 13.16 |
| 4/23/2019 | Aigner Hardware | 1219 | 36250 | 0000 | 32.46 |
| 4/23/2019 | Aigner Hardware | 1219 | 36250 | 0000 | 9.90 |

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|---|---|---|---|---|---|
| 4/23/2019 | Aigner Hardware | 1219 | 36250 | 0000 | 20.09 |
| 4/23/2019 | Aigner Hardware | 1219 | 36250 | 0000 | 31.65 |
| 4/23/2019 | Aigner Hardware | 1219 | 36250 | 0000 | 16.97 |
| 4/23/2019 | CDW Government, Inc. | 1224 | 23130 | 0000 | 90.69 |
| 4/23/2019 | Quill Corporation | 1224 | 23130 | 0000 | 143.98 |
| 4/23/2019 | CDW Government, Inc. | 1224 | 23130 | 0000 | 90.69 |
| 4/23/2019 | Quill Corporation | 1224 | 23130 | 0000 | 262.96 |
| 4/23/2019 | Elite K-9 Inc | 4105 | 31111 | 0000 | 69.49 |
| 4/23/2019 | Vanderburgh Co. Sheriffs Offic | 4922 | 35000 | 0000 | 200.00 |
| 4/23/2019 | Brite | 8103 | 44000 | 0000 | 1989.74 |
| 4/23/2019 | CDW Government, Inc. | 8899 | 21100 | 0000 | 92.25 |
| | | | | Grand Total: | $ 1,376,046.05 |

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, April 22nd, 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: $1,376,046.05 Dated this 22nd day of April, 2019. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Terry Phillipe, Member

Debbie Stevens, Auditor

**Warrick County Claims for Payment**
**Non-Certified Claims 04-22-2019**

| | | |
|---|---|---|
| Environmental Management Consultants (Landfill) | $ 3,152.79 | Amount of claim does not match |
| PC Quest (Local Health Maintenance) | $ 237.50 | No Contract on file for these rate |
| Total: | $ 3,390.29 | |

Dan Saylor, President

Bob Johnson, Vice President

Terry Phillipe, Member

Debbie Stevens, Auditor

v2

MOTOR VEHICLE LEASE AGREEMENT

This Motor Vehicle Lease Agreement, by and between the Warrick County School Corporation of Warrick County, Indiana, as Lessor (the "School Corporation") and the Commissioners of Warrick County, Indiana, in their representative capacity, as Lessee (the "Commissioners"), shall be effective as of the date that both parties sign this lease in 2019.

The School Corporation shall lease a motor vehicle, purchased by the School Corporation, to the Commissioners for use as a Warrick County Sheriff's Office vehicle, said motor vehicle being described as follows: 2018 Dodge Charger (VIN 2C3CDXAT6JH278924) (the "Vehicle").

1. The term of this Lease Agreement shall be from year to year. The Commissioners shall pay lease payments in the amount of One Dollar ($1.00) per year to the School Corporation for the duration of the term of this Lease Agreement. This Lease Agreement shall terminate at any time with thirty (30) days' notice from either party to the other.

2. The Commissioners shall not use or permit the use of the Vehicle in a negligent or improper manner or in violation of any law.

3. The title for the Vehicle shall remain in the name of the School Corporation. The Commissioners shall pay for license and registration fees.

4. All service, materials, and repairs in connection with the use and operation of the Vehicle during the lease term shall be at the Commissioners' expense. The Commissioners shall service and maintain the Vehicle in accordance with the manufacturer's recommendations. The School Corporation shall not be liable for maintenance or repairs to the Vehicle.

5. The Commissioners shall carry, and shall have in force, insurance that covers all losses and damages to persons and property as a result of possessing and using the Vehicle.

6. The Commissioners shall bear all risks of damage and loss to the Vehicle and all repairs. The Commissioners shall indemnify the School Corporation against all claims, losses, causes of actions, expenses, attorney fees, and legal expenses, arising from the possession, use, maintenance, and operation of the leased vehicle.

7. Upon termination of this Lease Agreement, the Commissioners shall return the Vehicle to the School Corporation in the same condition as when received, less reasonable wear and tear.

8. There are no warranties, express or implied, by the School Corporation to the Commissioners.

9. The Vehicle shall only be driven by licensed drivers who are employees of the Warrick County Sheriff's Department in performance of their official duties, pursuant to the rules and regulations of the Sheriff's Department.

10. This Lease Agreement is entered into pursuant to Ind. Code 20-26-5-4(a)(7) in that the vehicle is not needed for school purposes but is leased for the civic and public purposes of providing law enforcement and protection to the students, personnel, and patrons of the Warrick County School Corporation and the general public.

11. The Parties have entered into this lease on the date of the last party's signature hereto.

BOARD OF TRUSTEES OF THE WARRICK COUNTY SCHOOL CORPORATION

Date: April 22, 2019

By _____
Tim Mosbey, President

ATTEST:

_____
Lynda G. Glover, Secretary

BOARD COMMISSIONERS OF WARRICK COUNTY, INDIANA

Date: _____

_____
Dan Saylor, President

_____
Robert H. Johnson, Jr., Vice President

_____
Terry F. Phillippe, Member
4-22-19

| | | Midwest Telecom Communications | Pinnacle Computer Services | Evaluation Winner |
|---|---|---|---|---|
| 1 | Vendor's Experience (for example, years in business) and overall knowledge of his equipment and of the communications industry. | 36 Years in business. | 31 Years in business. | Midwest |
| 2 | Vendor's overall stability based on manufacturer relationships, ten-year primary business focus and financial stability. | 30 years as a Direct Dealer for NEC. | VOIP 9 years, Mitel 8 years. Section IV, 1-11 were not answered in the RFP. | Midwest |
| 3 | Manufacturer's industry experience, market strength and history of system support. | NEC, over 50 years manufacturing and selling telephones | Mitel, 46 years in business; Shoretel, 23 years in business. (This information was taken from wikipedia.org, not from the RFP) | Midwest |
| 4 | The equipment's overall suitability an functionality relative to the project's specifications and objectives | Meets project's specifications and objectives. All sections of the RFP were clearly and concisely answered. | Stated in RFP, "Mitel Connect System meets and/or exceeds the specs in the RFP" However, many openended questions (not stated as specs required) in Section I, D, 1-9 were left unanswered in the RFP | Midwest |
| 5 | Overall quality, durability and reliability of proposed equipment (Warranty Information Provided) | 1 Year Maintenance & Support through Midwest. 5 year Hardware, Software, upgrades, bug fixes and Help Desk through NEC | Warranty and Maintenance on non-warranty items was not discussed on the RFP. | Midwest |
| 6 | Price | $248,022.00 | $165,202.24 | Pinnacle |
| 7 | Service (equipment and System in general): Availability, Ability, Competence and Experience. | 4 Technicians in Evansville, 6-22 years experience each. Available for emergency call out if needed. Can remote admin the system. First year non-warranty work at $100.00/hour + $45.00/trip. | Service after the sale was not addressed in the RFP | Midwest |
| 8 | The Comments of References. | 8 similar projects listed. 5 reference contacts supplied | 2 similar projects, 1 install and 1 supported customer. No reference contacts given. | Midwest |
| 9 | The systems "User Friendliness". | Training plan provided | No training plan provided in the RFP. | Midwest |
| 10 | The System's ability and adaptability to expansions as the County's needs increase. | Can scale up to 960 telephone stations and 50 redundant system servers | Over 2,000 users | Pinnacle |

4 page

Form 162C
03/2001

2019R-003202
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
04/30/2019 10:27 AM
REC FEE: 25.00
PAGES: 4

ELECTRIC DISTRIBUTION LINE EASEMENT

THIS INDENTURE WITNESSETH, That **Warrick County, Indiana, by and through the Board of Commissioners for Warrick County**, a body politic organized under the laws of the State of Indiana, its successors and assigns ("Grantor"), for and in consideration of the sum of One Dollar ($1.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT and CONVEY unto SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation doing business as VECTREN ENERGY DELIVERY OF INDIANA, INC., whose mailing address is ONE VECTREN SQUARE, P.O. BOX 209, EVANSVILLE, INDIANA, 47702-0209, its successors, assigns, and lessees (collectively, "VEDI"), an easement with the right to construct, inspect, maintain, operate, repair, alter, relocate, enlarge, rebuild, and remove one or more electric lines underground and one or more electric lines above ground upon one (1) line of supporting structures, together with guy wires, anchors, cables, and such other appliances, fixtures, equipment, and appurtenances as may be convenient or necessary for the transmission of electric energy, upon, over, under, and across strips of land FIFTEEN (15) feet in width and EIGHT (8) feet in width, as shown upon the plat which is attached hereto, made a part hereof, and marked Exhibit "A", together with the right of ingress and egress over the lands of Grantor to and from said line in the exercise of the rights herein granted, provided, that in the exercise of such rights VEDI will, whenever practicable to do so, use regularly established highways or roadways.

The real estate of Grantor upon, over and across which said easement and right-of-way shall be laid out and located is situated in Boon Township, Warrick County, State of Indiana, and is more particularly described as follows:

**Permanent Easement "A"**

Part of the Public Square, as recorded in Plat Book No. 1, Page 20 in the Office of the Recorder of Warrick County, Indiana, being a strip of land 15 feet in width, described as follows:

Commencing at the northwest corner of said Public Square; thence South 1 degree 34 minutes 46 seconds West (basis of bearings is the Indiana State Plane Coordinate System-West Zone, per NAD 83) along the west line of said Public Square a distance of 24.44 feet (all distances in this description are horizontal ground distances) to the **Point of Beginning**; thence South 87 degrees 31 minutes 04 seconds East a distance of 185.22 feet; thence South 02 degrees 28 minutes 56 seconds West a distance of 15.82 feet; thence North 87 degrees 31 minutes 04 seconds West a distance of 15.00 feet; thence North 02 degrees 28 minutes 56 seconds East a distance of 30.82 feet; thence North 87 degrees 31 minutes 04 seconds West a distance of 169.98 feet to the west line of said Public Square; thence North 01 degrees 34 minutes 46 seconds East along said west line a distance of 15.00 feet to the **Point of Beginning**. Containing 0.074 acres, more or less.

**Permanent Easement "B"**

Part of the Public Square, as recorded in Plat Book No. 1, Page 20 in the Office of the Recorder of Warrick County, Indiana, being a strip of land 8 feet in width, described as follows:

Commencing at the northwest corner of said Public Square; thence South 1 degree 34 minutes 46 seconds West (basis of bearings is the Indiana State Plane Coordinate System-West Zone, per NAD 83) along the west line of said Public Square a distance of 24.44 feet (all distances in this description are horizontal ground distances); thence South 87 degrees 31 minutes 04 seconds East a distance of 8.66 feet to the **Point of Beginning**; thence North 01 degree 20 minutes 37 seconds East a distance of 16.84 feet; thence South 88 degrees 42 minutes

FILED
APR 30 2019
WARRICK CO. AUDITOR

No Sales Disclosure
Form Needed
Assessor Approved
By: _____

17 seconds East a distance of 272.24 feet; thence North 01 degree 19 minutes 17 seconds East a distance of 7.27 feet to the north line of the aforesaid Public Square; thence South 88 degrees 36 minutes 00 seconds East 16.21 feet to the northeast corner of said Public Square; thence South 01 degree 34 minutes 46 seconds West along the east line of said Public Square a distance of 15.24 feet; thence North 88 degrees 42 minutes 17 seconds West a distance of 8.14 feet; thence South 01 degree 19 minutes 17 seconds West a distance of 271.94 feet; thence North 88 degrees 48 minutes 09 seconds West a distance of 272.35 feet; thence South 01 degree 20 minutes 37 seconds West a distance of 8.84 feet to the south line of the aforesaid Public Square; thence North 88 degrees 36 minutes 00 seconds West along said south line a distance of 8.00 feet; thence North 01 degree 20 minutes 37 seconds East a distance of 257.39 feet; thence South 87 degrees 31 minutes 04 seconds East a distance of 8.00 feet; thence South 01 degree 20 minutes 37 seconds West a distance of 240.40 feet; thence South 88 degrees 48 minutes 09 seconds East a distance of 264.34 feet; thence North 01 degree 19 minutes 17 seconds East a distance of 263.95 feet; thence North 88 degrees 42 minutes 17 seconds West a distance of 264.24 feet; thence South 01 degree 20 minutes 37 seconds West a distance of 9.00 feet; thence North 87 degrees 31 minutes 04 seconds West a distance of 8.00 feet to the **Point of Beginning**. Containing 0.203 acres, more or less.

VEDI shall seek permission from Grantor to trim or remove trees located within said strip of land or located outside said strip of land that are of such height that in falling directly to the ground they could come in contact with said electric lines, and shall seek permission from Grantor to remove brush or other obstructions from said strip of land that may pose a safety concern. Due to the historic nature of the Property, Grantor must grant express written permission for any trimming or removal of trees, brush, or other obstructions. Such permission shall not be unreasonably withheld, conditioned, or delayed.

Subject to the rights herein granted to VEDI, Grantor reserves the right to use and enjoy the land included within said easement and right-of-way, including the existing sidewalks, retaining wall, and other improvements, and shall not cause new or additional buildings, structures, equipment, machinery, or any other type of improvement, property, or obstruction, either of a permanent or temporary nature, to be located or maintained within said strip of land without the prior written permission of VEDI. Such permission shall not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, this instrument is executed this 24th day of April, 2019.

**Warrick County, Indiana,**
**by and through the Board of Commissioners for Warrick County**

ATTEST:
By: Deborah K. Stevens
Printed: Deborah K. Stevens
Its: County Auditor

By: Dan Saylor
Printed: Dan Saylor
Its: President

STATE OF INDIANA )
) SS:
COUNTY OF WARRICK )

Before me, the undersigned, a Notary Public, in and for said County and State, came **Warrick County, Indiana, by and through the Board of Commissioners for Warrick County**, a body politic, by Dan Saylor, its President, and by Debbie Stevens, its Auditor, both of whom, for and on behalf of said County, acknowledged the execution of the foregoing Electric Distribution Line Easement.

WITNESS my hand and Notarial Seal this 24 day of April, 2019.

KATRINA GEORGES
Notary Public, State of Indiana
Gibson County
Commission Number NP0719904
My Commission Expires
April 01, 2027
(SEAL)

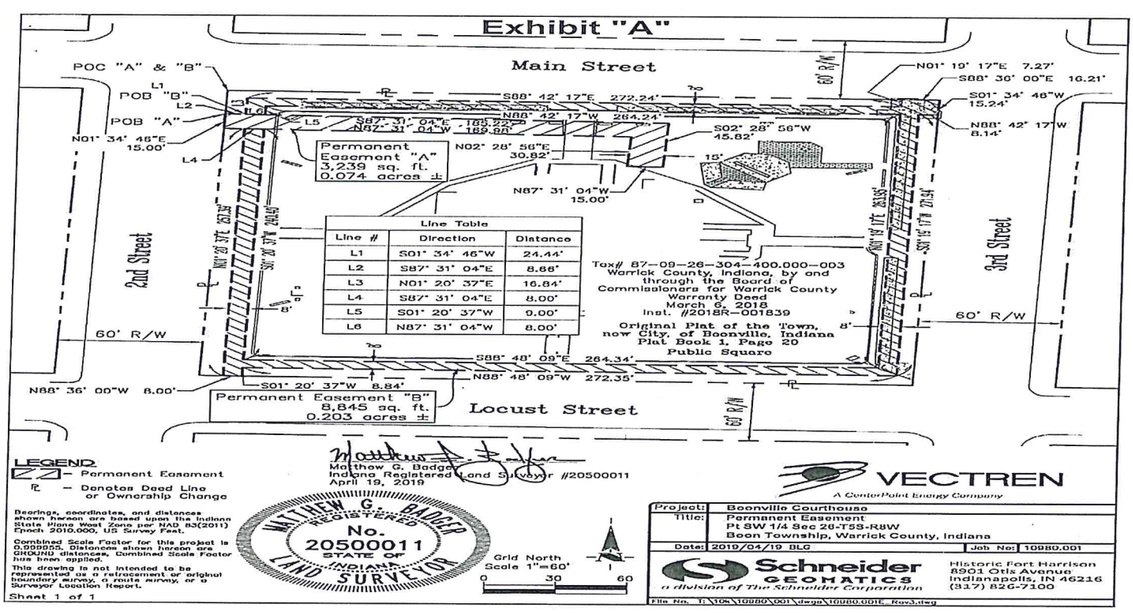
Notary Public
Katrina Georges
Printed Signature

DEED SOURCE: Instrument #2018R-001839

Parcel Number: 87-09-26-304-400.000-003

VEDI Mailing Address:
One Vectren Square, P.O. Box 209,
Evansville, Indiana 47702-0209
IC 8-23-7-31

This instrument prepared by VEDI named herein by Colby Morris, who affirms, under the penalties for perjury, that he has taken reasonable care to redact each Social Security Number in this document, unless required by law.



AMENDMENT TO
WARRICK COUNTY COMMISSIONERS
ATTORNEY ENGAGEMENT AGREEMENT

THIS AMENDMENT to the Warrick County Commissioners Attorney Engagement Agreement is made, effective as of January 1, 2019, by and between **Warrick County**, State of Indiana, acting by and through its duly authorized Board of Commissioners (the "County"), and the law firm of **Fine & Hatfield**, A Professional Corporation, of 8988 Ruffian Lane, Suite C, Newburgh, Warrick County, Indiana, 47630, and the primary partner who shall be in charge of all legal services to be provided herein, **Todd I. Glass, Esq.**, (collectively, "Attorney").

RECITALS

**WHEREAS**, the County and Attorney entered into an Attorney Engagement Agreement on January 27, 2014 (the "Agreement"), which Agreement has been subsequently renewed for additional terms thereafter; and

**WHEREAS**, the County and Attorney desire to amend the Agreement pursuant to the terms and conditions contained in this Amendment.

**NOW, THEREFORE**, in consideration of the promises, covenants, and conditions herein contained, the County and Attorney hereby agree as follows to delete Section 5 of the Agreement in its entirety and replace Section 5 with the following language:

SECTION 5
PROJECT FINANCING

A. Attorney will perform such services as are necessary to accomplish any project financing as directed by the County, which term shall mean the total of any debt incurred by the County for any project together with any grant received by the County for the project (hereinafter the "Financing"), including but not limited to, the following:

1. Furnish advice and assistance to the governing body of the County, its Economic Development Commission, or any other official, department, or commission in connection with the notice for and conduct of meetings, preparation of minutes of meetings, the preparation and enactment of such resolutions, ordinances, and other documents as may be necessary in connection with the authorization, financing, and completion of the financing project; the preparation of such affidavits, publication notices, reports, certifications, and other instruments and advice as may be needed in the conduct of such project Financing proceedings as may be necessary;



2. The preparation, completion, review, and analysis of bonds, bond anticipation notes or other obligations as may be necessary to finance the project or grant application assistance; drafting, reviewing, analyzing, completion, and execution of documents for the Financing and such other corporate action as may be necessary in connection therewith;
3. Preparation, negotiation, and review of contracts with funding sources, bond counsel, underwriters, and financial advisors for the source of funds;
4. Preparation, where necessary, of instruments guaranteeing income from tax revenues or other sources, where appropriate, for repayment of debt service, updating contracts, if necessary, and rendering opinions with reference thereto;
5. Obtaining necessary permits, certificates, or other documents as required from governmental bodies, State regulatory agencies, or Federal agencies and other public or private sources with respect to the approval of the bond issues, or the financial transactions;
6. Providing assistance to or with the financial analysts and consultants, and others as required to establish necessary contractual agreements or other instruments as required for the completion of the financing transactions;
7. Secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the Financing and issuance of bonds or other evidences of debt;
8. Attend meetings of the County governing body, the Economic Development Commission, or any other officials, departments, or commissions, in addition to financial advisors and other professionals in connection with the negotiations and completion of the financing transaction and advancing the Financing and completion of the Financing within the time frame required to meet the deadlines established for accomplishing the projects;
9. Execute opinions as required as legal counsel for the County in connection with the completion of the financial transaction;
10. Complete the bond issues and transactions for the Financing; and
11. Assist any and all grant administrators in the preparation and submission of all grant applications relevant to the project for which debt financing will be utilized; attend and assist with all public hearings relevant to such grant applications; coordinate the grant application process with the debt financing services of this agreement.

B. The fee of Attorney for any project Financing shall not be the rates provided in Section 4 above, but shall instead be the standard hourly rate established by



Attorney in effect at the time the legal services are rendered, and shall be paid at Closing on the bond Financing and satisfied as part of the Closing expenses unless otherwise agreed upon between Attorney and the County.

C. In the event that a funding contemplated herein is terminated at the election of the County or for reasons outside the control of the County, then the obligation to pay compensation at Closing as part of the Financing under Section 5(B) shall terminate and the County shall instead be liable to Attorney for payment of services which have been rendered to the County by Attorney under the terms of this Agreement to the date of said termination at the hourly rate of Attorney in effect at the time the legal services were rendered. Attorney shall also be reimbursed all reasonable expenses incurred in connection with the services rendered hereunder.

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

**IN WITNESS WHEREOF** each Party of this Agreement has caused to be executed at Boonville, Warrick County, Indiana, as of the 22nd day of April, 2019, and effective as of January 1, 2019.

**WARRICK COUNTY COMMISSIONERS (the "County")**

_____ [SEAL]
Dan Saylor, President

_____
Robert H. Johnson, Jr., Vice-President

_____
Terry J. Dillapple, Member

ATTEST:

_____
Deborah K. Stevens
Warrick County Auditor

**FINE & HATFIELD, A Professional Corporation ("Attorney")**

By: _____ [SEAL]
Todd I. Glass

Mailing Addresses:
Warrick County Commissioners
107 West Locust Street
Boonville, Indiana 47601
Telephone: (812) 897-6 120
Facsimile: (812) 897-6189

Todd I. Glass, Esq.
FINE & HATFIELD A PROFESSIONAL CORPORATION
520 NW Second Street
Evansville, IN 47705-0779
Phone: (812) 425-3592
Fax: (812) 421-4269
Email: tig@fine-hatfield.com

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Warrick County Auditor
Deborah K. Stevens
1 County Square, Suite 240
Boonville, IN 47601
(812) 897-6110

**ONLINE ACCESS AGREEMENT**
**Regarding Furnishing of Online Access to Real Estate Records**

This Agreement is made and entered into this _____ day of _____, 20____ by and between the Auditor of Warrick County, Indiana (the "Auditor") by authority of the Board of Commissioners of Warrick County, and _____ (the "Customer").

1. The Auditor agrees to furnish non-exclusive online access to certain information and records requested by the Customer ("SBS Portals Records"), which may include an index of records of the SBS Portals Records (the "Index of Records"). The Auditor shall furnish SBS Portals Records to the Customer, and the Customer shall have access to SBS Portals Records, via an online access portal designated by the Auditor (the "SBS Portals Program"). The Index of Records is available beginning January 1, 1962. Any transfers, splits, combinations, innexations, block changes, etc., to SBS Portals Records will be added on a timely basis. If a change to SBS Portals Records is being processed, the system will reflect a notation stating "Deed In Process" in red to advise that there is a pending change. Documents that may comprise SBS Portals Records are recorded on the date presented or the next business day. However, Customer acknowledges that the processing of such documents by the Auditor's may take three (3) to five (5) business days.

2. The Customer acknowledges that the Index of Records furnished by the Auditor to the Customer is not to be construed as true and complete. Rather, the Customer acknowledges that such Index of Records is subject to error, omission, and future modification. The Customer understands that online access to SBS Portals Records is furnished in "as is" condition and with all faults, and that the Auditor makes no warranties, express or implied, to the Customer as to the accuracy and/or condition of the SBS Portals Records. The Auditor shall endeavor to provide notice to the Customer of any computer issues that may affect access to SBS Portals Records, with such notice to be provided to the email address indicated by the Customer in the Warrick County, IN SBS Portals Subscriber Information Form, attached hereto.

3. The Customer shall not sell copies of any information accessed pursuant to this Agreement, including, without limitation, any databases or images, to any third parties. If the Customer wishes to give copies of individual documents comprising SBS Portals Records requested under this Agreement to certain recipients, the Customer shall explain in writing to said recipient the source of such documents. The Customer acknowledges that it acquires no ownership rights or interest in SBS Portals Records, or any other information, furnished by the Auditor under this Agreement.

4. The Customer shall select one (1) of the following User Plans and indicate such selection on the Warrick County, IN SBS Portals Subscriber Information Form, attached hereto:

| | | | |
|---|---|---|---|
| Plan A: | 0-250 minutes | $150.00 | $0.20 per minute overage* |
| Plan B: | 251-1000 minutes | $300.00 | $0.15 per minute overage* |
| Plan C: | 1001-3000 minutes | $600.00 | $0.12 per minute overage* |
| Plan D: | Unlimited minutes | $750.00 | |

* Per minute charge for each minute over the accepted plan.

5. The Customer shall pay to the Auditor the amount which corresponds to the User Plan selected by the Customer (the "User Plan Cost"). The Customer shall pay the full amount of the User Plan Cost upon selection of the User Plan. The Customer shall pay the applicable overage charges, if any, that correspond to the User Plan selected by the Customer within thirty (30) days of receipt of an invoice from the Auditor indicating said overage charges due.

6. The term of this Agreement shall commence on the date of its execution and shall continue for a period of three (3) months thereafter. Either party may, upon the Customer's full payment of any and all money owed to the Auditor, terminate this Agreement upon written notice to the other party. The Customer may change user plans within the first five (5) days of the start of any given month covered under the terms of this Agreement.

7. The Customer acknowledges that, when the SBS Portals Program is operating for purposes of furnishing SBS Portals Records to the Customer, pursuant to this Agreement, in the event of two (2) minutes of no activity by the Customer, the Customer will receive an automatic disconnect notice. Regardless of whether the Customer elects to continue, after receiving said automatic disconnect notice, the Customer shall pay the applicable fees as designated in the User Plan for all online time until the SBS Portals Program session is terminated.

8. This Agreement is made solely for the benefit of the Customer and the Auditor, on behalf of Warrick County, and no other party shall acquire or have any right, title, or interest hereunder or by virtue hereof.

9. This Customer shall not assign this Agreement without the written consent of the Board of Commissioners of Warrick County.

10. This Agreement is governed by the laws of the State of Indiana. The Parties acknowledge that any lawsuit, action, or proceeding arising out of or relating to, this Agreement shall be instituted in the courts of the State of Indiana, within the Jurisdiction of the courts of Warrick County, Indiana, only, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action, or proceeding.

11. Both Parties acknowledge that if any term or provision of this Agreement is held or deemed to be invalid, illegal, or unenforceable as applied in any particular case, or in any particular jurisdiction, because it conflicts with any provisions of any constitution, statute, rule, or public policy, or any other reason, the invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable the provision in any other jurisdiction.

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

13. This Agreement may be executed in counterparts, each of which is deemed to be an original, but all of which together are deemed to be one and the same agreement.

14. The Customer shall indemnify and hold harmless Warrick County, including, without limitation, the Auditor, its agents, officials, and employees from all third party claims and suits relating to the SBS Portals Records, or any other information, furnished under this Agreement, including, without limitation, court costs, attorneys' fees, and other expenses caused by an act or omission of the Customer, its agents, officials, and employees in the performance of this Agreement or as a result of any breach thereof.

15. The Customer acknowledges that no waiver of one or more of the provisions of this Agreement, or the failure to enforce any provision of this Agreement, by the Auditor shall be construed as a waiver of any subsequent breach of this Agreement, nor a waiver of the right at any time thereafter to require strict compliance with all of its terms.

16. Both Parties acknowledge that no modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless duly recorded in writing and signed by the authorized representatives of all parties to this Agreement, or their successors or assigns as permitted.

CUSTOMER AGREES TO THE TERMS OUTLINED ABOVE

Signed _____ Date _____
*Customer*

Signed _____ Date _____
*Warrick County Auditor*

*(To subscribe to* SBS Portals, *please fill out the form on the next page.)*

**Warrick County, IN SBS Portals Subscriber Information**

Name of Company _____
Company Address _____
City, State, Zip Code _____
Phone _____
Email Address _____
Customer Representative Name _____
Title _____
Date _____
Signature _____

**Warrick County SBS Portals User Plan:**

| | | | |
|---|---|---|---|
| A: | 0-250 minutes | $150.00 | ($0.20 per minute overage) |
| B: | 251-1000 minutes | $300.00 | ($0.15 per minute overage) |
| C: | 1001-3000 minutes | $600.00 | ($0.12 per minute overage) |
| D: | Unlimited minutes | $750.00 | |

User Plan Selected (Circle One): A B C D

Username: _____
Password: _____