WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
May 13, 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 John Goth 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, you may be seated. Thank you, Chief, for doing that.

AREA PLAN COMMISSION
REZONING – PC-R-19-04

Commissioner Saylor: Alright, good evening everybody. First item on the agenda is APC.

Sherri Rector: Okay, thank you. First is Rezoning Petition PC-R-19-04, petition of Bernhardt Enterprises, INC, by Kenneth R. Bernhardt, Secretary. Owner same. Seven point two-six (7.26) acres located on the north and south side of Peachwood Drive. Zero (0) feet northwest and southwest of the intersection formed by Peachwood Drive and Casey Road. R-2B, Multiple Family Zoning District to M-2, General Industrial in Ohio Township was a recommendation of approval by the Planning Commission at their April 8th meeting. And this is just bringing it in to conformity with the rest of the surrounding zonings.

Commissioner Saylor: Okay.

Glen Meritt: Glen Meritt with Cash Waggner. The only thing I guess I would ask to add would be the R-2B Zoning that we're trying to get rid of is from an old plat that was primary several years ago. And they're replatting those lots and trying to match the zoning of the remainder of the property to the list (inaudible).

Commissioner Saylor: Alright.

Sherri Rector: You all have already approved the drainage and the street plans and everything for the plat. They're just waiting for this rezoning to be approved and we'll need a Commissioner Ordinance number also.

Kristine Georges: It would be Ordinance 2019-11.

Commissioner Saylor: Okay.

Sherri Rector: Thank you.

Commissioner Saylor: So, is there anybody here to speak against this? Okay. So, do I have a motion?

Commissioner Johnson: Make a motion to approve PC, I'm sorry, Ordinance 2019-11.

Commissioner Phillippe: I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Glen Meritt: Thank you.

Commissioner Saylor: Thank you, Glen.

Sherri Rector: Thank you.

(Ordinance 2019-11 is located on Pages 17 through 18 of these Official Minutes)

STREET PLANS
PP-19-03 SPRING CREEK PHASE 2 PUD

Sherri Rector: Okay, the next item is Street Construction Plans, Primary Plat 19-03, Spring Creek, Phase 2, PUD. Developer and owner, Spring Haven, LLC, by John Elpers, Manager. Five point eight-six-nine (5.869) acres located four hundred ninety (490) feet south of Vann Road and two hundred thirty (230) feet east of Bell Road at the end of Cora Court being part of Lot 2 in Martin Bell Subdivision in Ohio Township. It was advertised in the Standard on May 2nd. This is the subdivision plan that you just reviewed in the Drainage Board Meeting.

Commissioner Saylor: Okay.

Sherri Rector: And Bobby has went over the plans.

Bobby Howard: Yeah, I have not signed off on it yet. We've just got the final email today, I believe. So, if it's approved, I'd ask that you approve it subject to my final review.

Commissioner Saylor: Okay. Alright.

Glen Meritt: State my name again?

Commissioner Saylor: Yeah.

Glen Meritt: Glen with Cash Waggner. I'm the engineer on the project.

John Elpers: John Elpers, the developer.

Commissioner Saylor: Alright, so, you're good with it based on your final review though?

Bobby Howard: Yeah, I believe they made all the changes that we asked. So...

Glen Meritt: Started to say, we went through sub-review two (2) or three (3) weeks ago and Bobby had a few comments. And wanted to see a cross-section of the box culvert and the stuff that we brought up at the Drainage Board Meeting. You know a few things, a few additional items were requested to be looked at because of some of the flooding issues that we've had out there. And Steve actually asked for something else on the drainage that kind of was reflected on that planning profile sheet that I brought up to Bobby earlier.

Commissioner Saylor: Okay.

Glen Meritt: At the Drainage Board Meeting. The revisions were fairly minor. I say, the plan that we submitted two and a half (2 ½) years ago that got approved is basically the same thing that's being brought back before you guys today.

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

Commissioner Johnson: Make a motion to approve PP-19-03 pending approval from Bobby.

Commissioner Saylor: And Steve?

Commissioner Johnson: And Steve.

Commissioner Saylor: Okay, to the revisions. Alright, I have a first. Do I have a second?

Commissioner Phillippe: I will second his motion.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Glen Meritt: Thank you.

Commissioner Saylor: Thank you, Gentlemen.

(PP-19-03, Spring Creek, is located on Pages 18 through 19 of these Official Minutes)

REQUEST TO RELEASE SURETY
HFCU ENTRANCE CONSTRUCTION ON BELL OAKS DRIVE - C-2018-068

Sherri Rector: Okay, the next item is Request to Release Surety. It's Commercial Driveway Entrance 2018-068. It's HFCU Heritage Federal Credit Union, entrance construction, 8266 Bell Oaks Drive, by Deig Brothers Lumber and Construction by Ray Happe and Mills-Wallace & Associates, INC, by Richard E. Mills, PE. We're holding ten thousand dollars ($10,000.00) in escrow. They have had it for one and a half (1 ½) months. Bobby has reviewed and signed off.

Commissioner Saylor: Bobby? Good?

Bobby Howard: Yeah, the driveway built to the approved plan. Would recommend release of the surety.

Commissioner Saylor: Alright. Do we have a motion?

Commissioner Phillippe: Make a motion to release the surety on C-2018-068.

Commissioner Johnson: And I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(C-2018-068, Heritage Federal, is located on Page 20 of these Official Minutes)

REQUEST FOR EXTENSION OF SURETY
RYJO ENTERPRISES – C-2018-025

Sherri Rector: Okay, and the last is Request for Extension of Surety for Commercial Driveway 2018-025, RYJO Enterprise, LLC by Ryan Franks. It's at 7950 Orchard Lane. We are holding five thousand three hundred and fifty-seven dollars and fifty-five cents ($5,357.55). They have had one (1) year there. They're requesting one (1) year at the same dollar amount. And Bobby has reviewed.

Bobby Howard: The dollar amount is sufficient.

Commissioner Saylor: Okay. Do I have a motion?

Commissioner Phillippe: Make a motion to extend the surety for C-2018-025.

Commissioner Johnson: And I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Sherri Rector: Okay, thank you.

Commissioner Saylor: Sherri, thank you very much.

(C-2018-025, RYJO Enterprises, is located on Pages 20 of these Official Minutes)

APPROVAL OF MINUTES
APRIL 22, 2019

Commissioner Saylor: Next item on the agenda is Approval of our Minutes for the April 22, 2019 regular session. Do I have a motion?

Commissioner Phillippe: Make a motion to approve the Minutes.

Commissioner Johnson: Second.

Commissioner Saylor: Got a first and a second. Any discussion? All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

ITEMS FOR DISCUSSION
DEPARTMENTAL REPORTS - COUNTY ADMINISTRATOR
CONTRACTOR'S APPLICATION FOR PAYMENT 3 – DOWNTOWN PLAZA PROJECT

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

Roger Emmons: Thank you, Mr. President. First item I have is the Contractor's Application for Payment 3. This is the County's portion of the Boonville Downtown Plaza Renovation. It's basically the sidewalks. I copied you on my April 25th email to Susie regarding this item and it had the application attached. This particular pay app is in the amount of one hundred twenty thousand six hundred eighty-eight dollars and eighty-one cents ($120,688.81). You had previously approved Applications 1 and 2. They totaled a hundred and twenty thousand ninety-six dollars and eighty-three cents ($120,096.83). So these two (2) combined would make a total of two hundred forty thousand seven hundred eighty-five dollars and sixty-four cents ($240,785.64) we would pay to date. Giving our total shares four hundred fifty-two thousand nine hundred eighty dollars ($452,980.00). The balance to finish would be two hundred twelve thousand, one hundred ninety-four dollars and thirty-six cents ($212,194.36).

Commissioner Saylor: And that is our balance if we approve this payment?

Roger Emmons: That's correct.

Commissioner Saylor: Alright, Commissioners?

Commissioner Johnson: Well, I'm not very pleased with what I saw; what I'm seeing. And I still have some questions about over by Harold Gunn Pavilion. I have some questions about, it seems like the plans keep changing. I don't even think I've seen the plans. So at this time, I'm not going to approve it.

Commissioner Saylor: Commissioner?

Commissioner Phillippe: Roger, I know that when we received invoices for them, I've seen things come across my email. Are those very detailed?

Roger Emmons: The, they have contractor's project progress estimate unit price work attached to the contractor's application. This is three (3) pages worth of data which gives the estimated quantity installed, the value, our total completed and stored to date and balance to finish on each bid item number. So, there is quite a bit of information.

Commissioner Saylor: I've not had a chance to drill down on that, myself.

Commissioner Johnson: I'd like to understand it better.

Commissioner Phillippe: I'm worried about some of the change orders that have been requested and that we have not approved.

Roger Emmons: Okay.

Commissioner Saylor: Can we…?

Commissioner Phillippe: Motion to table?

Commissioner Saylor: Table? Alright, motion to table?

Commissioner Phillippe: Motion to table that pay application.

Commissioner Saylor: To our May 27th meeting? No?

Roger Emmons: Be the 28th.

Commissioner Saylor: 28th, May 28th meeting.

Commissioner Johnson: I'll second.

Commissioner Saylor: I have a first and a second to table to May 28, 2019. All in favor say, aye?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

REQUESTS FOR FMLA LEAVE
SHERIFF – APC – SOIL AND WATER CONSERVATION

Roger Emmons: Next we have three (3) requests for FMLA Leave. All the required paperwork with proper signatures have been submitted for each. And I would recommend your approval by motion. The Sheriff, APC, and Soil and Water Conservation.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: I make a motion to grant the FMLA Leave

Commissioner Phillippe: Second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you very much.

REQUEST FROM DR. AARON GOELZHAUSER, PRO-REHAB, PC FOR WARRRICK WELLNESS TRAIL FOR TOTAL JOINT TREK EVENT

Roger Emmons: Next we have a request from Dr. Aaron Goelzhauser with ProRehab, PC, to use Warrick Wellness Trail for their Total Joint Trek Event. There was several emails regarding the subject. The latest for which my reply to the doctor on May 6th that you were 'cc'd' on. So, he had athletic physicals today and can't be here. So, I'll present this on his behalf. He submitted this certificate of liability insurance for ProRehab. The event is scheduled for Saturday, September 7th. So, he's given plenty of advanced notice. 7:00 AM to 11:00 AM. We do have a map which he's requesting to use the Wellness Trail from Epworth Road to where it meets Grimm Road. He stated in the email he'll probably just use half the road and that there would be around one hundred fifty (150) participants including walkers and volunteers. I did advise him that he needed to make advanced contact [illegible] with the Sheriff [illegible]

Commissioner Saylor: Chief Deputy, do you have, do you personally have any issues with these types of events and asking to close roads? You yourself? No? Okay?

Bobby Howard: I thought, I thought we had another request for the same road from a Mr. Bush?

Roger Emmons: Yeah, but that was...

Bobby Howard: Not too long ago.

Roger Emmons: Cancelled.

Commissioner Johnson: That was cancelled.

Bobby Howard: Okay. But, we hadn't approved anything yet either.

Roger Emmons: He's actually, in this request, he's not asking to close the road. He just wants to use it. The safest thing is to close it, of course.

Commissioner Saylor: And probably right now that road is not utilized, you know, cause it's not built out.

Roger Emmons: Right.

Commissioner Saylor: So, I'm, I'm kind of lukewarm on that. When we have a beautiful park and some trails and Vann Road and all that area out there that could be better utilized for something like this. And a lot safer. So, I mean, my opinion, I'm okay with it now, but once that gets built up a little bit more it will be a little bit...

Roger Emmons: And when that happens, Dan, that, the requests to use that may decrease.

Commissioner Saylor: Yeah.

Roger Emmons: And just for everyone's information, the, this is for folks that have had total joint replacement. It's kind of an achievement for them.

Commissioner Saylor: Well, I need it. So, let's go ahead and support it.

Roger Emmons: Okay.

Commissioner Phillippe: (Inaudible) use the park maybe?

Commissioner Saylor: Yeah. Yeah, that's probably a good idea. Roger, you know, if you get those phone calls, you know, we might encourage them to see if they've checked with the Park and use Friedman Park.

Roger Emmons: Okay.

Commissioner Saylor: So maybe kind of push that. Alright, so do I have a motion?

Commissioner Phillippe: Make a motion to approve the request from ProRehab, PC.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

PROPOSAL FROM PC QUEST

Roger Emmons: Now, we have a proposal from PC Quest. An hourly service contract discounted rates for all Warrick County, Indiana Departments. I sent you that on May 3rd established from Mark Miller. He's the President of PC Quest, INC. They had that attached proposal. And then, Terry, I forgot to send it to Guy. So, I did that. And Guy replied that the prices seemed reasonable and he's not noticed PC Quest charging for any more hours that what they already spent working on projects. I hadn't heard back from Counsel as to whether the, what they thought of the proposal.

Commissioner Saylor: I think, I think, I think what we were just needing and to be in compliance with our Auditor, she wanted something in a contract form that specifies the per hour rate and what they're going to charge with our signatures on it. Kind of an agreement, right?

Roger Emmons: That does have that. It has a place for signature for the Board President. This may be a case where John may advise that he and Todd might like one (1) of those cover things?

John Goth: I, I think that would be a good idea just to memorialize it, and officially in a contract form as opposed to what looks like almost an invoice. The content of it is of a contract, but I think having a cover page contract is the way to go.

Roger Emmons: I mean it says proposal at the top. It has a number on it. But immediately it says hourly service contract discounted rates.

Commissioner Saylor: So, you want to put a cover letter on that?

John Goth: Yeah.

Commissioner Saylor: So, can we approve it based on, on Counsels cover letter…?

John Goth: Conditional upon Counsel drafted cover letter memorializing the contract.

Commissioner Saylor: Good deal. Do we have a motion?

Commissioner Phillippe: Motion to approve the proposal to PC Quest for Contractual Services covering the entire County.

Commissioner Johnson: I have a problem. I don't have a problem with PC Quest in their proposal here and their prices. What I do have a problem with is I think before we use them, it should go through Guy.

Commissioner Phillippe: Absolutely.

Commissioner Saylor: Absolutely. It was my understanding, Guy wasn't familiar with this…

Commissioner Johnson: The circumstances were, we're going to need these folks, but it needs to go through Guy first. Otherwise, they'll just be calling PC Quest.

Commissioner Saylor: I agree.

Commissioner Phillippe: Yeah.

Commissioner Saylor: So, I have a first.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Roger Emmons: Thank you.

(PC Quest Contract is located on Pages 20 through 21 of these Official Minutes)

REQUEST FROM UNITED FIDELITY BANK TO CLOSE A SECTION OF LAKE SHORE DRIVE FOR 16TH ANNUAL COMMUNITY DAY

Roger Emmons: Next item is a request from United Fidelity Bank to close a section of Lake Shore Drive for their 16th Annual Community Day. The request is sent by Mike Frischkorn. He's the Vice President of the bank. And I sent that to you on May 7th or May 8th, I'm sorry, that had a copy of this letter attached. This is scheduled for Saturday, June 1st of this year from 10:00 AM to 1:00 PM. But they'd like the closure from 9:00 AM to 2:00 PM. Quote, "Closing Lake Shore Drive at a point west of the south entrance to the library parking lot and at a second point south of the bank's driveway and north of the library's parking lot entrance will allow access for bank customers and library patrons while providing a safe corridor for walkers crossing the street." I'm not aware that in the previous fifteen (15) years that we've ever had a problem.

Commissioner Saylor: No, I've actually worked some of that in my, as a reserve Deputy. So, that's kind of a highly attended community event. Lots of little ones attend it. So, do I have a motion?

Commissioner Johnson: Make a motion to approve.

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you very much.

COURTHOUSE RENOVATION PROJECT
DISCUSS SAFETY RECOMMENDATIONS BY CERTIFIED ARBORIST TO REMOVE COURTHOUSE TREES

Roger Emmons: Next regarding the Courthouse Renovation Project, I've listed to discuss the safety recommendations by Certified Arborists to remove Courthouse trees. And Terry had received two (2) risk assessments by Certified

accompanied him. And in his in-depth assessment, we have five (5) trees on the Courthouse lawn. One (1) Shingle Oak, two (2) Pin Oaks and two (2) little leaf Linden trees. Mr. Caplan identified three (3) targets for risk. One (1) was the Courthouse building itself, secondly was pedestrians on sidewalks, and thirdly traffic in the streets. And it is his recommendation that all five (5) trees be removed as soon as possible. And quote, "This is first and foremost to protect the public." We did receive a second letter from Certified Arborist Jack Brown with Tenbarge Arbor Care. And just today, we just received Amanda Mosiman's report.

Commissioner Johnson: I also talked to Roland Downs who's cer…he's an Arborist as well. It, it's, pretty much everybody's telling us the same thing.

Roger Emmons: Yes. They've been damaged. The compaction is bad. And it's mainly due to the construction. But of course the Commissioners will replant. They'll select some good trees to plant.

Commissioner Saylor: Yeah, this is becoming a safety issue. After high winds and seems like even minor storms we have pretty significant limbs that are down on the lawn. And so, we're going to be, once this square project is complete, then we're going to have more and more events here which will expose kids, parents, elderly, our grandparents. So, the trees will eventually die because they are diseased. They have wasp galls on all of them, and, at least the Pin Oaks and Shingle Oaks. So the commissioners, Terry, had reached out to some Arborists. So Commissioner Phillippe, we thank you for reaching out and spearheading that. But, you know, maybe some people in the community might have a problem with it. We do need to take these down for safety. But, we will be looking at what to replant there and put some new trees out there.

Roger Emmons: And in addition to the trees blowing over, we have large limbs that regularly fall as well that could injure someone.

Commissioner Phillippe: Three (3) Certified Arborists and a Purdue Extension Agent all telling us the same thing.

Commissioner Saylor: So, with that being said, do you have anything else?

Commissioner Phillippe: I do not.

Commissioner Saylor: Do I have a motion?

Commissioner Phillippe: Make a motion.

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.

APPLICATION FOR PEDDLER/SOLICITOR LICENSE FOR SOUTHWESTERN ADVANTAGE

Roger Emmons: I have a couple of other items real quick. I received this morning an application for a Peddler/Solicitor License. Anjela Gurrala with Southwestern Advantage. Their solicitor orders are for offerings which are educational books, websites, and applications to help children for school and learning. She submitted all the required items including the fee. I recommend your approval, but it's initially for one (1) month, from May 14th, tomorrow to June 14th, but I request that you approve for additional months if she comes back to get June to July and July to August.

Commissioner Saylor: Roger?

Roger Emmons: She'll pay the hundred dollars ($100.00) for each month of course.

Commissioner Saylor: How do we police that you know after, if they're still soliciting after June 14th. How is that policed?

Roger Emmons: Well, I send a copy of the approved license to the Sheriff's Office and ask them to distribute it to all Deputies including photo of the person. So, I also have her card, phone number, and email address which I can monitor her, or at least ask here where she's at.

Commissioner Saylor: Chief Deputy, those calls will usually come into dispatch. Does the Dispatchers get a copy of that too, of that notice saying hey, this person…? You know we always hear calls, this person is soliciting. And residents don't know so they call dispatch. Do they get a copy of his email?

Chief Deputy Sheriff Kruse: I don't know if dispatch has been or not, but we can arrange that.

Commissioner Saylor: Okay. I know I just hear a lot of call about checking, okay, great. Okay, thank you. Do I have a motion?

Commissioner Johnson: Make a motion to approve.

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you, Mr. President.

(Peddler/Solicitor Application for Southwestern Advantage is located on Pages 21 through 22 of these Official Minutes)

EASEMENT FOR WARRICK TRAILS

Roger Emmons: One (1) last item. I think we, Dan and I received a late email from Steve Roelle, Economic Development, that Jeremy, is it Elrod, is here with an easement for Warrick Trails. Steve asked if we can squeeze him in. It will, it's so it will allow them to start work next, in the next week.

Commissioner Saylor: Yeah, this is kind of a time, essence of time here, so we'll go ahead and entertain that. Go ahead and state your name for the record.

Jeremy Elrod: Jeremy Elrod, Morley, Project Engineer for Warrick Trails.

Commissioner Saylor: So, do we want to approve this contingent on you taking a look?

John Goth: Yeah, that's fine.

Commissioner Saylor: So, I have a motion to approve the easement?

Commissioner Johnson: I make a motion to approve the easement for Warrick Trails.

Unknown: Easement.

Commissioner Johnson: Pending attorney review for Greenway Trail.

Jeremy Elrod: It's along the frontage of where Azzip Pizza, Gamestop. There is, it's actually the second part. We came back about a month ago and we got the easement on the west part of High Pointe Drive. This is that other easement that we need to complete construction of the trail project.

Commissioner Saylor: It's just been one (1) landowner that they've had a hard time getting with.

Commissioner Phillippe: I second the motion.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Jeremy Elrod: Thank you.

Commissioner Saylor: Thank you, Jeremy. I appreciate it.

Roger Emmons: That's all I have, Mr. President. Thank you.

(Warrick Trails Easement is located on Pages 22 through 23 of these Official Minutes)

COUNTY ATTORNEY
INTERLOCAL AGREEMENT WITH GIBSON COUNTY FOR THE TRANSFER OF INMATES

Commissioner Saylor: Now, our County Attorney. Representing him will be John Goth. John, good to have you.

John Goth: Thank you very much, Mr. President. The first thing I have is an Interlocal Agreement between Gibson County and Warrick County, Indiana for the ability of Warrick County to house certain classes of inmates from Gibson County. Pursuant to an agreement with the Sheriff, Sheriff Wilder to sign off and approve of all of it. I emailed this to you early last week. But, I have copies here for you to look at. Basically what, again, what this allows us to do is under State Statute requirements. Gibson County can transfer inmates over here if we have room for them and they don't. And if we're willing to accept them, there's a per diem rate that's collected, the amount of thirty-five dollars ($35.00). It's actually, I believe getting ready to jump up a few dollars next year.

Commissioner Saylor: Is that rate set by the State?

John Goth: Yes, that's set by the Department of Corrections. And then the Statute kind of lays out how they get here, what we do when they're here, medical treatment, similar types of treatment, transported back to Gibson County if they have to stand trial. So that's what...

Commissioner Saylor: So if they, if one (1) of these prisoners has a medical condition and they're transported by ambulance to one (1) of our hospitals. Is that billed back to Gibson County?

John Goth: Yes. So under, there's a particular, the Statute for what this falls under and allows that to happen. If you look at number five (5), it states that in the event inmates transferred to Warrick County Jail's in need of medical assistance, and such medical assistance is provided by Warrick County, with the cost to be paid by Gibson County. This was presented to the Gibson County Board of Commissioners, I believe, on Wednesday May 8th. As far as I know, it was approved. So, once we get back the original version, assuming you approve it, that's the one (1) you will sign.

Commissioner Saylor: Chief, you have anything to add to this?

Chief Deputy Sheriff Kruse: No, that's a, it's very similar to the one (1) that we have with Vanderburgh County. It's an agreement that really just details everything. The medical expenses and everything are covered. We don't incur any new expenses. We have, if one (1) of them goes in the hospital, their inmate goes in the hospital, we have their Deputy come sit at the hospital. Our time down is minimal as far as that goes. It's just an opportunity basically to keep our beds full and offset some of the costs to run the jail (inaudible).

Commissioner Saylor: How many do you anticipate getting from Gibson County?

Chief Deputy Sheriff Kruse: I don't know that we'll have any from Gibson at this time. This morning population was, we had a hundred and seventeen (117) beds full this morning. What, we count one-twenty-seven (127), that's, one-twenty-seven (127) is very, very full. So, right now this morning we're holding eighteen (18) from Vanderburgh. And so at this time, I don't think any Gibson County. But that possibility is there. If, if for some reason our Vanderburgh population goes down and our population allows for it. But first and foremost our needs have to be met. These would just be otherwise empty beds that we can basically rent out.

Commissioner Saylor: Do we have a Resolution number?

John Goth: Yeah, well, what I'm going to pass around to you is the Resolution. We will need a number for this as well. This is the authorizing document that you guys, the Commissioners....

Commissioner Saylor: Okay, so do we need to vote on item one (1) then?

John Goth: Uh, yes.

Commissioner Saylor: The Interlocal?

John Goth: Yes.

Commissioner Saylor: Okay. Do I have a motion for the Interlocal?

Commissioner Phillippe: Make a motion to approve the Interlocal Agreement with Gibson County.

Commissioner Johnson: And I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(Inmate Interlocal Agreement with Gibson County is located on Pages 24 through 26 of these Official Minutes)

RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH GIBSON COUNTY FOR THE TRANSFER OF INMATES RESOLUTION 2019-04

Commissioner Saylor: Alright, so second, Resolution 2019?

John Goth: Thank you, Mr. President. This is the, by law, Interlocal Agreements have to follow certain procedural requirements. One (1) of which is you have to pass similar Resolutions from Gibson County/Warrick County. They're identical, the Warrick County Commissioners and Gibson County Commissioners will be passing. It just restates the, summarizes essentially the Interlocal agreement and then resolves that the Commissioners are authorizing Warrick County entering the Interlocal Agreement with Gibson County to transfer housing to eligible/ineligible inmates according to Indiana Law, DOC ineligible inmates, excuse me, and also resolves that. And also that the Warrick County Commissioners approves and adopts the Interlocal Agreement.

Kristine Georges: And the Resolution number on that would be 2019-04.

Roger Emmons: Thanks, Kristine.

Commissioner Saylor: '04?

Kristine Georges: '04, yes.

Commissioner Saylor: Alright.

Commissioner Johnson: Make a motion to approve Resolution 2019-04 to enter into the Interlocal Agreement between Warrick County and Gibson County.

Commissioner Phillippe: I'll second that.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: (Inaudible).

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

John Goth: Thank you, Mr. President, that's all I have.

Commissioner Saylor: Okay. Thank you, John.

(Resolution 2019-04 is located on Page 27 of these Official Minutes)

COUNTY AUDITOR
CERTIFIED CLAIMS

Commissioner Saylor: Next item on the agenda's our County Auditor. Mrs. Stevens?

Auditor Stevens: Thank you. We have all Certified Claims. And the total of Claims for the past three (3) weeks is three million nine hundred twenty-eight thousand nine hundred seventy-two dollars and fifty-six cents ($3,928,972.56).

Commissioner Saylor: Lot of money.

Commissioner Johnson: Motion to pay the Claims.

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Thank you. That's all I have.

Commissioner Saylor: Is that it? Thank you.

(Certified Claims are located on Pages 27 through 33 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
2018 ANNUAL OPERATIONS REPORT

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

Bobby Howard: Alright. First item I have on the agenda is the...

Commissioner Saylor: You have five (5) minutes.

Bobby Howard: Annual Operations Report for the State Board of Accounts. This report is required by June 1st. Per your consensus, I did file it up through the new reporting website and then I need signature and acknowledgement of that today. I just request that approval.

Commissioner Saylor: Do I have a motion?

Commissioner Phillippe: Make a motion to approve the 2018 Annual Operations Report for Warrick County Highway Department.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: (Inaudible).

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

(2018 Annual Operations Report is located on Pages 34 through 37 of these Official Minutes)

APPROVAL TO PURCHASE CRACK SEAL MACHINE

Bobby Howard: And the second item I have is a Sourcewell quote for a Crafco Super Shot 125D Melter. This is for a Crack Seal; our current Crack Seal machine is nineteen (19) years old and it is, we have a lot of trouble keeping it going. And this machine will give us the ability to go deeper into the fall with crack sealing because of the new options. So this amount is for seventy-five thousand three hundred twelve dollars and forty-six cents ($75,312.46). And I propose a finance agreement on that which we're working with, Joe, it's Boonville Federal, correct?

Joe Grassman: Yes.

Bobby Howard: And that agreement has to wait on the minutes where we approved the purchase; that we approved to buying one (1) before they can include that in their agreement. So, I also ask that the finance agreement just be approve subject to the attorney's review.

Commissioner Saylor: Okay. Is this the actual one (1) that...?

Bobby Howard: No, this in one (1) they had. The demo, they did not, this is got everything the demo had on it that we're going to use. But the demo machine, they said that that, I don't believe that was for sale.

Commissioner Saylor: Okay.

Bobby Howard: And this was a machine that they found in Nashville. So, it's in Evansville now, and should have, just has a few parts to put on per our request and then we can have it as soon as things meet our approval. So, they can order the parts and we can move on.

Commissioner Saylor: Yeah, I was actually out on the demo. Very efficient machine, like you said, would allow him, our current machine which is nineteen (19) years old, it seems like it's down more than it's operational. So, do I have a motion?

Commissioner Johnson: Make a motion to approve the purchase of a Crack Seal Machine for seventy-five thousand three hundred twelve dollars and forty-six cents ($75,312.46).

Bobby Howard: And I would just reiterate that this is a Sourcewell quote. So, it's a pre-bidded quote.

Commissioner Phillippe: I'll second that. But, do you need the finance piece in there as well?

Bobby Howard: I'd also add that we approve the finance agreement subject to legal counsel's review. That way if I can get these minutes, this portion of the minutes to the bank, they can get the agreement in place and I can proceed with the purchase without having to wait two (2) weeks.

Commissioner Johnson: So moved.

Commissioner Saylor: Alright, so I have a first.

Commissioner Phillippe: Second.

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

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

(Crack Seal Machine Paperwork is located on Page 37 of these Official Minutes)

APPROVAL TO PURCHASE USED SINGLE AXLE DUMP TRUCK

Bobby Howard: Next item I have is Approval to Purchase a Used Single Axle Dump Truck. As you know, our used equipment now that we have is 1994/1995 dump trucks, single axle. They're not, they're used mainly during the winter. But I did get three (3) quotes and we have the funds in the budget and I have the low bid is for a 2005 International with sixty-six thousand (66,000) miles at a cost of thirty thousand five hundred dollars ($30,500.00). And I'd like approval for that purchase.

Commissioner Saylor: What do they sell for new, Bobby?

Bobby Howard: New are well into hundred and fifty thousand ($150,000.00).

Commissioner Saylor: I, you know, I appreciate you looking at used equipment versus new and trying to stretch your dollars. And I think you doing this allows us to buy more equipment and be more productive. So, I appreciate that. So, do I have a motion to approve this purchase?

Commissioner Phillippe: Make a motion to approve the purchase of a single axle dump truck.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(Single Axle Dump Truck Paperwork is located on Pages 38 through 39 of these Official Minutes)

2019 PAVING LIST

Bobby Howard: Next item I have was the draft 2019 Paving Projects List. This list includes improvements to twenty-five (25), a little over twenty-five (25) miles at a cost of two million three hundred ninety-four thousand eight hundred and ninety-six dollars ($2,394,896.00). And if you want, if you've had time to review or not, I've got time.

Commissioner Johnson: I've seen it, but I have, there's one (1) change on there I want to talk to you about.

Bobby Howard: Okay. Like I said, it's subject to whatever you guys want to do. If you want to wait and table it or...

Commissioner Johnson: No, I think we can approve it. (Inaudible).

Commissioner Saylor: If we table it, does it, does it put you out? They're not ready for this, or...?

Bobby Howard: They've already started at Scales Lake. So, they can get going on a lot of these if we want to proceed with certain items. I mean...

Commissioner Johnson: (Inaudible).

Bobby Howard: We've always been able to amend it as needed later.

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

Commissioner Johnson: Make a motion to approve.

Commissioner Phillippe: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(2018 Paving List is located on Page 39 of these Official Minutes)

BRIDGE 310 PROJECT
SELECTION OF CONSULTANT FOR PE SERVICES

Bobby Howard: The next project is the Bridge 310 PE Design Project. I need an acknowledgement. Our office did score these projects. We had three (3) letters of interest. And those scorings, Lochmueller Group scored the highest on this and I recommend that we get, acknowledge that and enter into negotiations with Lochmueller Group.

Commissioner Saylor: Do I have a motion?

Commissioner Phillippe: Make a motion to approve Lochmueller Group on Bridge 310.

Commissioner Johnson: Second.

Bobby Howard: So, they'll submit a draft contract and then we'll enter negotiations and go from there.

Commissioner Saylor: Is the 310, is that on...?

Bobby Howard: That's on Meyers Road.

Commissioner Saylor: Meyers Road.

Bobby Howard: And that, that, the plan is for that to be relocated to Friedman Park.

Commissioner Saylor: Okay.

Bobby Howard: It's a, it's considered a historic structure.

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

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

BELL ROAD PROJECT
SELECTION OF CONSULTANT FOR CE SERVICES

Bobby Howard: Bell Road, Selection of Consultant for Construction Inspection Services. We had, I believe, five (5) letters of interest. American Structurepoint, BLN, DLZ, USI, and HWC. We scored that. And I'd like to acknowledge that American Structurepoint scored the highest on that and I'd recommend entering into negotiations with American Structurepoint for Construction Inspection Services on Bell Road.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to approve American Structurepoint for the Bell Road Project and enter into negotiations.

Commissioner Phillippe: I second the motion.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

SUPPLEMENTAL AGREEMENT 6 FOR PE SERVICES CLARK DEITZ

Bobby Howard: The next item I have is Supplemental 6 for PE Services on Bell Road. This supplemental is, increases the contract amount by thirteen thousand eight hundred and fifteen dollars ($13,815.00). And basically this is to do some, perform some survey data for changes that have happened since the original design. And then also right-of-way appraisals. We have one (1) parcel where we had to go back and look at his easement for the basin area. So that costs additional as well. So, I've reviewed it. It does pass review on what is necessary for the right-of-way management and it meets INDOT's approval. So, I'd recommend approval of these amounts.

Roger Emmons: Company?

Bobby Howard: It's with Clark Deitz.

Roger Emmons: Okay.

Bobby Howard: They're the current design engineer for Bell Road.

Commissioner Saylor: Do I have a motion?

Commissioner Phillippe: Make a motion to approve the changes that Bobby has requested.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

(Supplemental Agreement 6 for Bell Road is located on Pages 40 through 41 of these Official Minutes)

WARRICK SRTS PROJECT

Bobby Howard: I have one (1) more item on the agenda and then two (2) quick items after if I could with the Oak Grove Project.
The Warrick Safe Routes to School Project, Vann and around Castle High School and Casey Road. The Right-of-Way Service Contract, the environmental document is about to be approved by INDOT and then we can enter into right-of-way services. So, this is the Right-of-Way Service Contract. It's has been reviewed and approved by INDOT. I've had our legal counsel review it as well. It's a total of eighty-one thousand six hundred sixty-five dollars ($81,665.00). Of that a certain portion will be paid for by the MPO. And then the school, Warrick County School Corp Interlocal Agreement will share the rest of that cost. So, I recommend approval.

Commissioner Saylor: Alright, do we have a motion for the SRTS Project Contract?

Commissioner Phillippe: I make the motion.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(Right-of-Way Service Contract is located on Pages 41 through 49 of these Official Minutes)

OAK GROVE ROAD CHANGE ORDER 3

Bobby Howard: Alright then quickly the Oak Grove 3 Project. I have a Change Order for three thousand three hundred ninety-eight dollars and ninety cents ($3,398.90). And this is due to a change on a modular block wall. We're switching the backfill, I, basically, so we don't get into the yard and disturb the yard with the reinforcement that the wall needed. So we're going to a no-fines concrete backfill. And overall on the project it increases the project by three thousand three hundred ninety-eight dollars and ninety cents ($3,398.90). Which...

Commissioner Saylor: Is that an eighty-twenty (80%/20%)?

Bobby Howard: It is if there's any money left in the, in the MPO's budget. I'll have to check on that. But, either way we'll be responsible for it at a hundred percent (100%) otherwise.

Commissioner Saylor: Okay, do I have a motion?

Commissioner Johnson: Make a motion to approve.

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(Oak Grove Change Order 3 is located on Pages 50 through 52 of these Official Minutes)

OAK GROVE ROAD CHANGE ORDER 4

Bobby Howard: The last Change Order is Change Order 4 on the Oak Grove Road Phase 3 Project. And this is actually a zero dollar ($0.00) change order. This is just a change order as a result of a construction memorandum that INDOT had that allows the contractor to use a 2019 QCHMA Superpay 4 and Superpay 5. So they've elected to do that and we're just acknowledging it with the change order. There's no issues with the construction.

Commissioner Saylor: Do I have a motion for Change Order 4?

Commissioner Johnson: Motion.

Commissioner Phillippe: I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

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

Commissioner Saylor: You went over.

(Oak Grove Change Order 4 is located on Page 53 of these Official Minutes)

COUNTY PURCHASING

Commissioner Saylor: Next item on our agenda is our County Purchasing, Joe Grassman.

Joe Grassman: I have nothing.

Commissioner Saylor: Have nothing? Thank you, Joe.

COUNTY SHERIFF
DISCUSS APPROVAL TO USE E911 FUNDS FOR SOFTWARE AND LICENSING FOR TOTAL RESPONSE QUOTE

Commissioner Saylor: Next is our County Sheriff.

Chief Deputy Sheriff Kruse: Paul Kruse, Chief Deputy Sheriff.

Commissioner Saylor: Hi, Chief.

Commissioner Saylor: Go ahead.

Chief Deputy Sheriff Kruse: You have a, we've sent up a quote already requesting 911 Funds to be approved for the the Powerphone Total Response System for Dispatch. The quote's in the amount of three thousand nine-ninety-six ($3,996.00). That would be the, our portion of this, the State 911 Board will then cover. I have approval from the State 911 Board already. They'll cover the training in the amount of fifteen thousand nine hundred sixty-seven dollars ($15,967.00) directly. They have already provided training from this company. The State has already provided that training in the amount of fifty-six hundred twenty-eight dollars ($5,628.00). And I enrolled three (3) more the State will be paying for at four hundred sixty-nine dollars ($469.00) a piece. This is just an effort to professionalize Dispatch further and to make more consistent call taking process. Especially on EMS runs. I know some of you are at least aware of the EMS runs and the Fire Department assisting them. It's kind of an issue. We have more volunteer firemen making runs to assist EMS. This will help Dispatchers to drill down better whether or not that's needed. EMS Director has also reviewed this program and has given his seal of approval that they're very excited about the idea. So, basically, what I'm seeking is the approval for three thousand nine hundred ninety-six dollars ($3,996.00) of 911 Funds for this software program so we can get this implemented.

Roger Emmons: Chief, after the first year is there any other cost, an annual cost?

Chief Deputy Sheriff Kruse: There is. The annual software maintenance is three hundred ninety-nine dollars and sixty cents ($399.60).

Roger Emmons: Okay.

Chief Deputy Sheriff Kruse: And that would also be eligible to be paid out of the 911 Funds.

Roger Emmons: Gotcha.

Chief Deputy Sheriff Kruse: And this is, just so you know, I looked at other companies as well. This is the most cost efficient way for us to do it. First of all because the training is all online that's provided. The State pays for that training. The State pays for that training either way we went. But the other direction as it would go, it would require in person training which means we would be paying overtime and it would be over the course of several weeks to try to get that done and implemented. This they can do while they're working already. There will be probably a two (2) hour test that they have to take. They'd have to do an overtime while they're dedicated just to that test. But that, that beats sitting in a, having them sit in a class for forty (40) hours or fifty-six (56) hours. This is a fifty-six (56) hour course that they'll do online. And I believe this is the most cost efficient. By my analysis, it was the best option of the three (3) that we looked at.

Commissioner Saylor: Good deal. Alright. Do we have a motion?

Commissioner Johnson: I make a motion to approve the Powerphone Dispatch Training and Call Handling and use the E911 Funds.

Commissioner Phillippe: I'll second that.

Commissioner Saylor: Any discussion?

Commissioner Phillippe: None, thank you

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(Powerphone Quote is located on Page 54 of these Official Minutes)

REQUEST TO DECLARE HANDGUN SURPLUS

Commissioner Saylor: Next item.

Chief Deputy Sheriff Kruse: I have a request; I was just briefed on this. Not a hundred percent (100%), to declare a handgun surplus. Brett Kruse just retired as a Deputy. It's a long standing custom to declare their service weapon/side arm, surplus and they receive that upon retirement.

Commissioner Johnson: So, if we table that for a year, does that mean he had to stay on for another year?

Chief Deputy Sheriff Kruse: Sure.

Commissioner Saylor: Sure?

Chief Deputy Sheriff Kruse: Just ties it up for a while.

Commissioner Saylor: Well, I, we just got our answer there. Do I have a motion?

Commissioner Phillippe: Make a motion.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries three, zero (3-0). I'd like to say one (1) thing, Chief. Unfortunately we had a murder in this County and I appreciate as a citizen and as being a Commissioner, you guys' fine work on making two (2) arrests on that. Job well done.

Commissioner Johnson: Very quick.

Chief Deputy Sheriff Kruse: Thank you. And our, our detective bureau worked tirelessly through the last two (2) weeks. They continue to investigate. It's an exceptional team and it takes their teamwork and network of other investigative, with other agencies as a team much larger than ours. But our agency certainly led on that case but in partnership with State Police, ATF, and FBI, Evansville Police, Vanderburgh Sheriff, but everybody comes together and really works well. Leaves their home team jersey at the door and kind of forms an all-star team second to none.

Commissioner Saylor: I agree. Thank you very much.

Commissioner Johnson: Good job.

Chief Deputy Sheriff Kruse: Thank you.

Commissioner Saylor: Pass it along to the fellows that we recognized them in this meeting. We appreciate your service and their service.

Chief Deputy Sheriff Kruse: Thank you.

COMMISSIONER ITEMS FOR DISCUSSION
COSTCO SIGN UP

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

Commissioner Phillippe: I have nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: No, Sir.

Commissioner Saylor: I have one (1) item. I know Commissioner Phillippe and our Purchasing Agent Joe has worked with Costco. I had some questions. I just decided to reach out myself and so I spoke to the lady. They want to come in and utilize our space during hours we determine that is beneficial to our employees to sign up. If we do this as a group, we, we get to appreciate some additional discounts or coupons or dollars that we can use towards purchases. So, I personally think it's a good idea. I guess get with Joe and set that up, I guess. Or Roger, you and Joe can work together in setting up what's best. I kind of told them that we would utilize maybe this space for them. Maybe over a lunch hour or something like 11:00 AM to 1:00 PM. Something like that. Anyway, I think it's a, I think it'd be a value to our employees if they wanted to sign up. They will get a little more signing up this way than out on the street.

Roger Emmons: And it probably wouldn't take each employee much time away from their lunch periods.

Commissioner Saylor: I think they said usually about five (5) minutes (inaudible). So either one (1) of you guys; so just a consensus on that is good?

Roger Emmons: I think so.

Commissioner Phillippe: Okay.

Commissioner Saylor: Alright. I need another motion.

Commissioner Phillippe: Motion to adjourn.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: (Inaudible).

Commissioner Saylor: Thank you. (Motion carried 3-0).

ADJOURNMENT: Meeting adjourned at 4:49 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

DAN SAYLOR, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

TERRY PHILLIPPE, MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

WARRICK COUNTY COMMISSIONERS ORDINANCE # CC-2019-11

PLAN COMMISSIONER DOCKET # PC-R-19-04

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 "R-2B" District as shown on said Warrick County Zoning District Maps, be amended as to the described real estate:

Tract 1

Part of Glendale Planned Residential Unit Development, as per plat thereof, 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 Southeast corner of Lot 6 in Peachwood of Warrick Place V, as per plat thereof, recorded in Document Number 2002R-005708 in the Office of said Recorder and being the Northeast corner of said Glendale Planned Residential Unit Development and being the Point of Beginning; thence continue along the East line of said Half Quarter Section and along the East line of said Glendale, South 00 Degrees 59 Minutes 54 Seconds West 325.00 feet to a corner of said Peachwood of Warrick Place V; thence along the boundary of said subdivision, North 89 Degrees 00 Minutes 32 Seconds West 30.00 feet to the beginning of a non-tangent curve to the right, having a central angle of 89 Degrees 59 Minutes 44 Seconds, a radius of 25.00 feet and a chord dimension of South 45 Degrees 59 Minutes 46 Seconds West 35.35 feet; thence continue along the boundary of said subdivision and along the arc of said curve 39.27 feet; thence continue along the boundary of said subdivision and the Right-of-Way of Peachwood Drive, North 89 Degrees 00 Minutes 22 Seconds West 223.33 feet to the beginning of a tangent curve to the right, having a central angle of 32 Degrees 26 Minutes 39 Seconds, a radius of 140.00 feet and a chord dimension of North 72 Degrees 47 Minutes 03 Seconds West 78.22 feet; thence

continue along the boundary of said subdivision and the Right-of-Way of Peachwood Drive and along the arc of said curve 79.28 feet to a corner of Lot 6 in said Peachwood of Warrick Place V and along the West line of said Glendale Planned Residential Unit Development; thence along the east line of said Lot 6 and the west line of said Glendale, North 01 Degree 03 Minutes 49 Seconds West 327.27 feet to a corner of said Lot 6 and the Northwest corner of said Glendale Planned Residential Unit Development; thence along a South line of said Lot 6 and the North line of said Glendale, South 89 Degrees 10 Minutes 35 Seconds East 365.21 feet to the point of beginning and containing 2.85 acres, more or less.

Tract 2

Part of Glendale Planned Residential Unit Development, as per plat thereof, recorded in Plat File 1, Card 334 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 the West Half of said Quarter Section; thence along the East line of said Half Quarter Section and the East Line, South 00 Degrees 59 Minutes 54 Seconds West 747.50 feet to a corner of said Peachwood of Warrick Place V, as per plat thereof, recorded in Document Number 2002R-005708 in the Office of said Recorder and being the Point of Beginning; thence continue along the East line of said Half Quarter Section, South 00 Degrees 59 Minutes 54 Seconds West 415.42 feet; thence North 89 Degrees 00 Minutes 06 Seconds West 18.52 feet to a corner 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 tract of land conveyed to the State of Indiana, the following six (6) calls: South 26 Degrees 22 Minutes 01 Second West 115.96 feet; thence South 01 Degree 27 Minutes 24 Seconds West 100.13 feet; thence South 54 Degrees 11 Minutes 52 Seconds West 89.21 feet; thence North 34 Degrees 43 Minutes 08 Seconds West 311.68 feet; thence North 17 Degrees 42 Minutes 45 Seconds East 53.81 feet; thence North 36 Degrees 52 Minutes 04 Seconds West 50.19 feet to the west line of said Glendale Planned Residential Unit Development and the east line of Lot 5 in said Peachwood of Warrick Place V; thence along the west line of said Glendale Planned Residential Unit Development and the east line of said Lot 5, North 01 Degree 03 Minutes 49 Seconds West 368.43 feet to the northeast corner of said Lot 5 and the south Right-of-Way of Peachwood Drive and the beginning of a non-tangent curve to the left, having a central angle of 21 Degrees 18 Minutes 08 Seconds, a radius of 200.00 feet and a chord dimension of South 78 Degrees 21 Minutes 18 Seconds East 73.93 feet; thence along the Right-of-Way of Peachwood Drive and along the arc and said curve 74.36 feet; thence continue along the Right-of-Way of said Peachwood Drive, South 89 Degrees 00 Minutes 22 Seconds East 223.32 feet to the beginning of a tangent curve to the right, having a central angle of 90 Degrees 00 Minutes 16 Seconds, a radius of 25.00 feet and a chord dimension of South 44 Degrees 00 Minutes 14 Seconds East 35.36 feet; thence continue along said Right-of-Way and along the arc of said curve 39.27 feet; thence South 89 Degrees 00 Minutes 21 Seconds East 30.00 feet to the point of beginning and containing 4.41 acres, more or less.

Which real estate is zoned and classified as part of the "R-2B" 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 "R-2B" District to said "M-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

ATTEST:

County Auditor:

Date Approved: 5/13/19

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 Buedel
Printed Name

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

FILED
MAY 08 2019
WARRICK COUNTY AUDITOR
Board of County Commissioners
Court House
Boonville, In. 47601

CERTIFICATE OF COMPLIANCE
Plan and Specifications – Street Construction
Spring Creek 2

Submission Date: April 2, 2019

Probable Start Construction: May 20, 2019

Probable Finish Construction: May 20, 2024

Project Location: Located on the east side of Bell Road approximately 700 feet south of the Vann Road and Bell Road intersection.

Describe in detail type of street construction:

Streets will be constructed 30 feet in width with concrete roll curb and gutter. The streets will consist of 8 inches of #53 stone, 2½ inches of HMA base and 1½ inches of HMA surface.

Name of Street:	No. of Lineal Ft.:	Est. Cost of Construction:
Road 4	802' @ $100/ LF	$ 80,200.00
10% Contingency		$ 8,020.00
TOTAL		$88,220.00

Name the Streets the Area Plan Commission has required sidewalks and what is the estimated cost of their construction:

Road 4 : 1588-LF @ $15.00 / L.F. = $23,820.00

Total Estimated Cost of Street & Sidewalk Construction is $ 112,040.00

Total Estimated Cost of Storm Sewer and Detention Construction is $ 63,838.50

CASH WAGGNER & ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

April 2, 2019

Warrick County Area Plan Commission
107 W. Locust Street
Courthouse Room 201
Boonville, IN 47601

Re: Spring Creek - PUD
Engineer's Cost Estimate
Our Project. No.: 16-2558

Storm Sewer & Detention Basin

	Quantity	Unit	$ / Unit	Amount to Complete
12" R.C.P.	22	LF	$20.00	$440.00
15" R.C.P.	29	LF	$23.00	$621.00
18" R.C.P.	33	LF	$28.00	$924.00
8' x 5' Precast Box Culvert	50	LF	$800.00	$40,000.00
12" Flared End Section w/ Halla Trash Guard	1	EA	$500.00	$500.00
12" Flared End Section w/ Flap Gate	1	EA	$450.00	$450.00
18" Flared End Section	1	EA	$600.00	$600.00
24" x 74" Box	2	EA	$2,500.00	$5,000.00
Bedding/Backfill	1	LS	$3,000.00	$3,000.00
Detention Basin Excavation	1	LS	$6,500.00	$6,500.00
Sub-Total: Storm Sewer & Detention Basin				*$58,035.00*
10% Contingency				*$5,803.50*
Total: Storm Sewer & Detention Basin				*$63,838.50*

Prepared by:

Glen Merritt, Jr., P.E.
Indiana Registration #: 10403870
Date: 4-2-19

cc: John Elpers
File

414 CITADEL CIRCLE, SUITE B
EVANSVILLE, IN 47715

PH: 812.401.3561
FAX: 812.401.5963

CASH WAGGNER & ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

April 10, 2019

Sherri Rector
Warrick County Area Plan Commission
107 W. Locust Street
Courthouse – Room 201
Boonville, IN 47601

RE: Spring Creek 2, PUD
Bell Road, Newburgh, IN
Our Project No.: 16-2558

Mrs. Rector:

On behalf of the owner, Spring Haven, LLC (John Elpers), we are requesting a partial sidewalk waiver for Spring Creek, PUD. The waiver would affect that portion of the property east of the large drainage ditch and it would apply to both sides of the internal road, Cora Court. The waiver would apply to that portion of Cora Court in front of Lots 55 through 64 and OutLot B.

The layout of this planned unit development requires the depth of the lots to be less than typical to the east of the large drainage ditch. Because the depth of these lots are 100 feet or less, we are requesting approval of the PUD to allow reduced front yard and rear yard setbacks which will provide a larger buildable area on each lot. This project is similar to previous projects where sidewalks were waived to provide more green space between the front of the buildings and the road and also to eliminate the likelihood of parked vehicles in the driveways that would block the sidewalk.

If you have any questions, please do not hesitate to contact me.

Sincerely,
CASH WAGGNER & ASSOCIATES, PC

Scott Buedel, PLS
Project Surveyor

FILED
APR 1 1 2019
WARRICK COUNTY
AREA PLAN COMMISSION

Cc: File

414 CITADEL CIR. • SUITE B • EVANSVILLE, IN 47715
PH: 812.401.3561 • FAX: 812.401.5963
EVANSVILLE • JASPER WWW.CASHWAGGNER.COM

SpringCreek PUD 2

Reviewed By: Area Plan Commission

Date: _____ Comments: _____

By: _____

Reviewed By: County Engineer

Date: _____ Comments: _____

By: _____

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS 13 DAY OF May, 20 19.

PRESIDENT
MEMBER
MEMBER

ATTEST:
COUNTY AUDITOR

Additional Space for Comments:

Mills-Wallace & ASSOCIATES, INC.
Architects-Engineers
8601 N. Kentucky Avenue, Suite G, Evansville, Indiana 47725 TEL (812) 425-6101 FAX (812) 425-6182

April 23, 2019

Mr. Robert Howard
Warrick County Engineer
107 W Locust Street, Suite 208
Boonville, IN 47601

Re: HFCU Driveway Installation
8266 Bell Oaks Drive
Newburgh, IN
C-2018-068, #23065

Dear Bobby,

We have visited the construction site and verified Deig Brothers Construction has completed the construction work as depicted on our drawing C1 dated 9/14/18 which we filed with your office and was approved by you.

Please return to Deig Brothers Construction their Surety Deposit.

Sincerely,

Richard E. Mills, PE
President

cc: Sherri Rector, Warrick County Area Plan Commission
Ray Happe, Deig Brothers Construction
Steve Potts, HFCU

FILED
APR 25 2019
WARRICK COUNTY
AREA PLAN COMMISSION

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: 5/13/19

FILED
APR 30 2019
WARRICK COUNTY
AREA PLAN COMMISSION

RYJO Enterprises, LLC
PO Box 444
Harrisburg, IL 62946

Date: April 23, 2019

Re: Irrevocable Letter of Credit No. 94 for Entrance Construction (c-2018-025) and Irrevocable Letter of Credit No. 95 for Drainage Construction in Warrick Place IV Subdivision

TO: Warrick County Commissioners
107 W Locust St # 301
Boonville, IN 47601

To Whom it May Concern,

This letter is to request that the Letter of Credit in the amount of $5,357.55, guaranteeing the commercial driveway entrance (LOC No. 94), and Letter of Credit, in the amount of $22,384.66 for drainage construction (LOC No. 95), be extended one year due to construction delay issues.

If you have questions concerning this request, please feel free to contact us.

Sincerely,

Ryan Franks
RYJO Enterprises

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date:

FILED
COPY 2019

PC QUEST ENTERPRISES
THE TECHNOLOGY EXPERTS, SINCE 1995.
4210 E. Morgan Ave., Evansville, IN 47715
sales@pcquest.net (812) 423-9693

Proposal

DATE	PROPOSAL #
5/2/2019	22154

NAME / ADDRESS
Warrick County Commissioners

READERS' CHOICE AWARD PLATINUM WINNER

TERMS	PROJECT	REP	PHONE #	Alternate #	E-Mail
Net 20		JR			

QTY	DESCRIPTION	PRICE	TOTAL
1	Hourly service contract discounted rates for all Warrick County, Indiana departments.	0.00	0.00

	Hrly Rate	After hours	Holidays
Tech assistants	$45.00	$67.50	$90.00
Certified Technician	$85.00	$127.50	$170.00
Certified Network Engineer	$95.00	$142.50	$190.00
Senior Systems Engineer	$110.00	$165.00	$220.00
Senior Systems Analyst	$125.00	$187.50	$250.00

Normal office hours are Mon-Fri 8am-6pm. Outside of these hours, technicians will be made available as needed and rates are as shown above. Holidays: New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

This includes repair and proactive maintenance and consulting services to install and support new equipment and to provide preventative service, as well as maintain and repair office equipment which includes, but is not limited to workstations, network infrastructure, servers, network switches, firewalls, routers, email systems, and phone systems. This service will be provided by PC Quest via remote management and support, telephone technical support, or by on-site services, travel inclusive, as required and determined to be necessary jointly by client and PC Quest.

The following services are optional and can be included with a service agreement at substantially reduced prices.
Workstation and server remote proactive monitoring 24/7/365 days/year.
Symantec Endpoint Protection managed antivirus at $3.33 per month per license.
Offsite Backup storage at $47 per month for up to 5TH of storage.
Office 365 email services or Hosted Exchange at $5 per user per month
Barracuda Spam Blocking and antivirus protection with daily summary reporting at $3.50/user/month
PCI Compliance and Internet vulnerability scans at $20 per month.

Repair parts and new equipment required will be invoiced additionally. You will receive periodic invoices stating the time used and the technician's notes.

Subtotal	
Sales Tax (7.0%)	
TOTAL	

PC QUEST
THE TECHNOLOGY EXPERTS, SINCE 1995.
4210 E. Morgan Ave., Evansville, IN 47715
sales@pcquest.net (812) 423-3693

Proposal

DATE	PROPOSAL #
5/2/2019	22154

NAME / ADDRESS
Warrick County Commissioners

TERMS	PROJECT	REP	PHONE #	Alternate #	E-Mail
Net 20		JR			

QTY	DESCRIPTION	PRICE	TOTAL
	This service agreement is for hourly work, billed in quarter hour increments. PC Quest agrees to provide services at the rate indicated above and will provide 30-days written notice for any rate changes. Either party can terminate this contract at any time.		
	I, Don Saylor, Commissioner of Warrick County, Indiana attest that I have read and agree to the terms and conditions of this service agreement. Don Saylor (Signature) dated 5.16.19		
	I, Mark Miller, President of PC Quest, Inc., attest that I agree to the terms and conditions of this service agreement. Mark A. Miller dated 5/16/19		
	This proposal is valid for 30 days. Additional materials may be needed that are not included on this estimate. Labor prices are provided as an estimate only. Actual time worked will be billed as work is performed and this is payable monthly.	Subtotal	$0.00
		Sales Tax (7.0%)	$0.00
		TOTAL	$0.00

Page 2

WARRICK COUNTY
APPLICATION FOR PEDDLER/SOLICITOR LICENSE

APPROVED
Date 5-13-19
R.S.

Applicant

Name
ANJELA SRIPRADA GURRALA

Phone Number
904-310-8058

Local Phone Number (if different)

Home Address
12212 BLUE DENNIS WAY
JACKSONVILLE FL-32256

Local Address (if applicable/different)
4833 RUBY ROAD
COLDEN KENTUCKY-42406
(Henderson)

Company/Organization

Name
SOUTHWESTERN ADVANTAGE

Phone number
888-602-7867

Address of Company/Organization
2451 ATRIUM WAY
NASHVILLE TN-37214

Address of office in which applicant works
N/A

List of individuals that will be peddling or soliciting:

Name	Age	Height	Weight	Hair/Eye Color
ANJELA S. GURRALA	19	4.11	110?	black/brown/black

Please describe the nature of the goods, wares, merchandise, or services to be sold or for which orders are to be solicited:
Educational books, websites and applications to help children with school and learning

Applicant seeks a license for the following duration: Fees: (payable to Warrick County Treasurer)

- ☐ One (1) weekend (Friday – Sunday) . . . . . $ 30.00
- ☐ One (1) week (Monday – Sunday) . . . . . $ 50.00
- ☑ One (1) month . . . . . $ 100.00 5-14-19 to 6-14-19. R.S.
- ☐ One (1) year . . . . . $ 1,000.00

See reverse side

Vehicles to be used:

Year, Model, Make, Color	License Plate Number
2014 / Chevy Malibu / Silver	47M2Y

Please initial next to each once completed:

✓ 1. I have provided a list of all felony and/or misdemeanor convictions of the applicant and every agent that will be peddling or soliciting, including the date of conviction and the city/state of all such convictions. If none, write "none" here. none

✓ 2. I have provided proof of written permission from the property owner of the location where I will be set up. If not applicable, write "not applicable" here. N/A

~~N/A~~ 3. I have provided a valid merchant certificate issued by the Indiana Department of Revenue.

✓ 4. I have provided a copy of the Warrick County Health Department permit to use, handle, sell, and/or distribute food within Warrick County. If not applicable, write "not applicable" here. N/A

~~N/A~~ 5. I have provided a certificate of insurance proving comprehensive general liability coverage for the activities to be performed in the sum of no less than five hundred thousand dollars ($500,000).

✓ 6. I have provided a certificate of insurance for all vehicles that will be used by any party while peddling or soliciting.

✓ 7. I have provided a copy of a current and valid driver's license for all individuals that will be driving a vehicle in conjunction with peddling or soliciting.

✓ 8. I have provided identification containing the signature and photograph of the applicant and all agents that will be peddling or soliciting. Such photograph must be taken within sixty (60) days of the date of the application and must show the head and shoulders of the individual.

Please provide the name, address, and telephone number of the contact person who shall be available for a period of time of not less than sixty (60) days following the last sale, offer to sell, distribution of goods, wares, merchandise, food, services, or subscriptions, who will be responsible for consumer complaints.

(Name) ANJELA GURRALA
(Phone) 904-310-8058
Address 4833 Ruby Road Henderson KY-42406

I verify that all information provided on this application and accompanying this application for a peddler/solicitor license is truthful and complete to the best of my knowledge.

Signature of Applicant

05/13/2019
Date

COPY

OUT-OF-STATE USE TAX COLLECTION AND REMITTANCE PERMIT

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 233-4015

CONTROL NUMBER
1900154302436

SOUTHWESTERN COMPANY
2451 ATRIUM WAY
NASHVILLE, TN 37214-5102

IS AUTHORIZED TO COLLECT OUT-OF-STATE USE TAX AT THE ADDRESS ABOVE IF DIFFERENT FROM BELOW.

000401

SOUTHWESTERN COMPANY
PO BOX 305140
NASHVILLE, TN 37230-5140

TID: 0003499172
LOC: 001
FID: 62-1147144/0
ISSUED: 01/03/2019
EXPIRES: 01/31/2021

THIS LICENSE:
IS NOT TRANSFERABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID IF ALTERED.

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

(Detach Here)

Dear Customer:

Attached is your Out-of-State Use Tax Certificate. On the certificate, you will find your Taxpayer Identification Number (TID) and Location Number (LOC). Please make a note of these important numbers. They are to be used on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

Please note the expiration date on the certificate. All Out-of-State Use Tax Certificates must be renewed every two years with DOR. Merchants in good standing with DOR will automatically receive a renewed certificate. A certificate will not be renewed if the merchant has delinquent Indiana sales/use and employee withholding liability(ies).

All businesses are required to file sales and/or withholding taxes online. Please register for INtax today at www.INtax.in.gov. When registering, use your preapproved INtax activation code, 5F8DF0F9-A5AA-4002-E043-0A07A8664002.

With INtax, you also can manage your obligations for Indiana metered pump sales, tire fees and fuel taxes. It also gives you 24/7 access to business-tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in returns each month.

If you have questions about your sales/use or withholding taxes, you may contact Customer Service at (317) 233-4015, Monday through Friday 8 a.m. – 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue

GRANT OF PERPETUAL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR GREENWAY TRAIL

THIS INDENTURE WITNESSETH, that **NEWBURGH COMMONS, LLC**, an Indiana limited liability company ("*Grantor*"), for an in consideration of the sum of Ten and 00/100 Dollars ($10.00), and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys to **WARRICK COUNTY, INDIANA, BY AND THROUGH THE WARRICK COUNTY BOARD OF COMMISSIONERS** ("*Grantee*"), and its successors and assigns, a permanent easement to construct, relocate, use, replace, and maintain, at Grantee's sole cost and expense, a public walkway, trail, and greenway ("Greenway Trail"), and other uses associated with a public walkway, trail, and greenway, over, on, across, and under and upon certain real estate described in the Special Warranty Deed which was recorded as Instrument No. 2010R000820 on February 3, 2010, in the Office of the Recorder of Warrick County, Indiana, and situated in the County of Warrick, State of Indiana, together with a temporary construction easement to construct the Greenway Trail and which easements are more particularly described on Exhibit A attached hereto and depicted on Exhibit B attached hereto, both of which are incorporated herein by reference ("Easement Area").

This conveyance is subject to all zoning and use restrictions, easements, agreements, restrictions, and rights-of-way of record.

The consideration recited above shall constitute full payment for all damages to the land of Grantor, or its successors and assigns by reason of the uses and purposes of the easements.

Grantee, and its successors and assigns, may, without liability: (1) enter, return, pass, and repass, along, over, and upon the Easement Area with persons, machinery, vehicles, and material at any and all times for the purposes of constructing, relocating, using, replacing, and maintaining a public walkway, trail, and greenway; (2) cut, trim, or remove all trees, underbrush, bushes, saplings, and other vegetation now or hereafter growing upon, or extending over, the Easement Area to such an extent as to impede the use of the Greenway Trail for its express purposes; (3) excavate, remove dirt, and change the slope and contour of the land within the Easement Area; (4) allow for the use and enjoyment of the Greenway Trail by the general public; and (5) do anything necessary, useful, or convenient for the enjoyment of the easement and right-of-way herein granted.

Grantor shall not cause or allow any building, structure, or other obstruction to be constructed and placed upon any portion of the easements or otherwise unduly interfere with Grantee's rights as set forth herein; provided, however, subject to the rights herein granted to Grantee, Grantor expressly reserves for itself, its successors and assigns, the right to use the Easement Area and enjoy the land included within said Easement Area.

The permanent easement shall constitute a perpetual covenant running with the land for the benefit of the Grantee and the public, and its successors and assigns. The temporary construction easement shall constitute a temporary covenant running with the land for the benefit of the Grantee, and its successors and assigns, commencing upon execution of this instrument and expiring on January 31, 2021. Notwithstanding the foregoing, if the Easement Area ever ceases to be used as a Greenway Trail, then, in such event, this grant of easement shall terminate effective as of the date of the cessation of such use.

By the acceptance and recording of this easement, Grantee agrees to release, indemnify and hold harmless the Grantor, including, without limitation, its employees, agents, representatives, members, managers, invitees and guests from any and all liability, claims, demands, actions and causes of action whatsoever for any loss, claim, damage, injury, illness or harm of any kind or nature to a third party or parties that arises out of the construction, maintenance and use of the Greenway Trail and is caused by the Grantee.

This conveyance is a governmental easement or right-of-way and is therefore exempt from the sales disclosure form requirement pursuant to Ind. Code 6-1.1-5.5-1, *et seq.*

IN WITNESS WHEREOF, this instrument is executed this 30th day of April, 2019.

"Grantor"
NEWBURGH COMMONS, LLC

By: _____
Its: Manager

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Scott Wyatt, a member of Newburgh Commons, LLC, the limited liability company which executed the foregoing instrument, who acknowledged and affirmed that he/she did sign said instrument as such Member for and on behalf of said limited liability company and by authority granted by its governing body, that the same is his/her free act and deed as said Member, and the free act and deed of said limited liability company.

WITNESS my hand and Notarial Seal this 30th day of April, 2019.

My County of Residence is Vanderburgh County, State of Indiana, and

My Commission Expires: 7-25-25

Robin R. Happe
Notary Public

Robin R. Happe
Printed Name of Notary

(SEAL) ROBIN R. HAPPE
Notary Public, State of Indiana
Vanderburgh County
Commission # 703219
My Commission Expires
July 25, 2025

Parcel ID:	87-12-22-303-017.000-019
Mail tax statements:	Warrick County Board of Commissioners 107 West Locust Street, Suite 301 Boonville, IN 47601
Grantor:	Newburgh Commons, LLC 420 NW 5th Street, Suite 202 Evansville, IN 47708
Grantee's address:	Warrick County Board of Commissioners 107 West Locust Street, Suite 301 Boonville, IN 47601

This instrument was prepared by Daniel R. Robinson, Jr., Farmer Scott Ozete Robinson & Schmitt, LLP, 21 SE Third Street, Evansville, IN 47708. 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. [Daniel R. Robinson, Jr.]

1AC3413.DOCX

KDDK:433205_2

Exhibit "A"
Legal Description of Public Walkway, Trail and Greenway Easement

Part of Bellmoore Landing Section 2, as per plat thereof, recorded as Document #2006R-005910 in the Office of the Recorder of Warrick County, Indiana, being a subdivision, in the Southeast Quarter of the Southwest Quarter of Section 22, Township 6 South, Range 9 West, Ohio Township, Warrick County, Indiana, more particularly described as follows:

Beginning at the Southeast Corner of Lot 17 in said Bellmoore Landing Section2; thence along the North right of way of High Pointe Drive for the following 9 calls: South 86 degrees 45 minutes 45 seconds West 10.35 feet to the point of curvature of a curve to the right having a radius of 105.00 feet and a delta angle of 47 degrees 27 minutes 20 seconds from which the long chord bears North 67 degrees 30 minutes 35 seconds West 84.50 feet;
thence along the arc of said curve 86.97 feet;

thence North 43 degrees 46 minutes 56 seconds West 51.88 feet;

thence North 57 degrees 11 minutes 43 seconds West 75.97 feet to the point of curvature of a non-tangential curve to the left having a radius of 430.00 feet and a delta angle of 28 degrees 15 minutes 24 seconds from which the long chord bears North 58 degrees 00 minutes 09 seconds West 209.92 feet;

thence along the arc of said curve 212.06 feet;

thence North 72 degrees 07 minutes 51 seconds West 156.23 feet to the point of curvature of a curve to the left having a radius of 330.00 feet and a delta angle of 17 degrees 04 minutes 51 seconds from which the long chord bears North 80 degrees 40 minutes 17 seconds West 98.01 feet;

thence along the arc of said curve 98.38 feet;

thence North 89 degrees 12 minutes 42 seconds West 283.50 feet;

thence North 45 degrees 09 minutes 28 seconds West 14.38 feet;

thence parallel with and 10 feet North of, as measured perpendicular to, said right of way, for the next 8 calls: South 89 degrees 12 minutes 42 seconds East 293.84 feet to the point of curvature of a curve to the right having a radius of 340.00 feet and a delta angle of 17 degrees 04 minutes 51 seconds from which the long chord bears South 80 degrees 40 minutes 17 seconds East 100.98 feet;

thence along the arc of said curve 101.36 feet;

thence South 72 degrees 07 minutes 51 seconds East 156.23 feet to the point of curvature of a curve to the right having a radius of 440.00 feet and a delta angle of 28 degrees 06 minutes 13 seconds from which the long chord bears South 58 degrees 04 minutes 44 seconds East 213.66 feet;

thence along the arc of said curve 215.82 feet to a point of intersection with a non-tangential line;

thence South 57 degrees 11 minutes 43 seconds East 75.98 feet;

thence South 43 degrees 46 minutes 56 seconds East 53.06 feet to the point of curvature of a curve to the left having a radius of 95.00 feet and a delta angle of 38 degrees 15 minutes 51 seconds from which the long chord bears South 62 degrees 54 minutes 50 seconds East 62.27 feet;

thence along the arc of said curve 63.44 feet;

thence North 7 degrees 57 minutes 14 seconds East 16.42 feet;

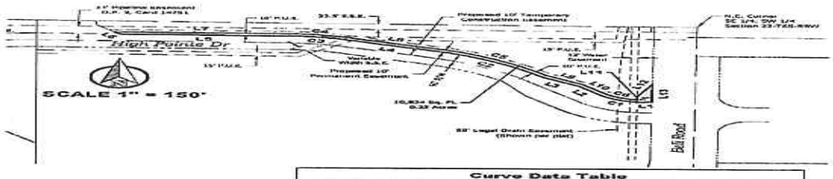
thence North 25 degrees 14 minutes 38 seconds East 56.64 feet to the West right of way of Bell road;

thence along said West right of way, South 00 degrees 29 minutes 18 seconds West 78.16 feet to the point of beginning, containing 10,834 square feet (0.25 acres) more or less.

ALSO:

A 10 feet wide temporary construction easement, being parallel with and coincident with the Northerly side of description above.

Exhibit "B"
Depiction of Public Walkway, Trail and Greenway Easement



Line Data Table

Line #	Direction	Length
L1	S 86°45'45" W	10.35'
L2	N 43°46'56" W	51.88'
L3	N 57°11'43" W	75.97'
L4	N 72°07'51" W	156.23'
L5	N 89°12'42" W	283.50'
L6	N 45°09'28" W	14.38'
L7	S 89°12'42" E	293.84'
L8	S 72°07'51" E	156.23'
L9	S 57°11'43" E	75.98'
L10	S 43°46'56" E	53.06'
L11	N 7°57'14" E	16.42'
L12	N 25°14'38" E	56.64'
L13	S 0°29'18" W	78.16'

Curve Data Table

Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C1	47°27'20"	105.00'	86.97'	46.15'	N 67°30'35" W	84.50'
C2	28°15'24"	430.00'	212.06'	108.23'	N 58°00'09" W	209.92'
C3	17°04'51"	330.00'	98.38'	49.56'	N 80°40'17" W	98.01'
C4	17°04'51"	340.00'	101.36'	51.06'	S 80°40'17" E	100.98'
C5	28°06'13"	440.00'	215.82'	110.13'	S 58°04'44" E	213.66'
C6	38°15'51"	95.00'	63.44'	32.86'	S 62°54'50" E	62.27'

Sidewalk Easement Exhibit "B"

INTERLOCAL AGREEMENT
BY AND BETWEEN

GIBSON COUNTY, INDIANA
BY AND THROUGH ITS
BOARD OF COMMISSIONERS
GIBSON COUNTY, INDIANA

AND

WARRICK COUNTY, INDIANA
BY AND THROUGH ITS
BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

THIS AGREEMENT made and entered into as of this 8th day of May, 2019, by and between the GIBSON COUNTY, INDIANA, by and through the Board of Commissioners of Gibson County, Indiana ("Gibson County"), and WARRICK COUNTY, INDIANA, by and through the Board of Commissioners of Warrick County, Indiana ("Warrick County").

WITNESSETH:

WHEREAS, Ind. Code 36-1-7, *et seq.*, provides that political subdivisions and governmental entities may enter into interlocal agreements to exercise certain powers authorized by statute;

WHEREAS, the Gibson County Jail is, from time to time, overcrowded and unable to appropriately house those persons charged and/or convicted of crimes in Gibson County;

WHEREAS, the Warrick County Jail has, from time to time, available space beyond its needs for the care and housing of those persons charged and/or convicted of crimes in Warrick County;

WHEREAS, Ind. Code 35-33-11, *et seq.*, provides that, upon petition from a county sheriff for various reasons, a court can order the transfer of custody of an inmate housed in one county jail to another county jail, with the consent of the sheriff of the receiving county, and with the transferring county being responsible for the cost to the receiving county for housing and caring for such transferee;

WHEREAS, the Warrick County Jail has, from time to time, space available to house Indiana Department of Corrections ("DOC") ineligible sentenced inmates; and

WHEREAS, Warrick County, upon request by the Gibson County Sheriff, is willing to notify the Gibson County Sheriff of the number of DOC ineligible inmates that Warrick County is willing to house in the Warrick County Jail, and, if any such inmates are to be transferred, Gibson County shall be responsible for transferring such DOC ineligible inmates to the Warrick County Jail and Gibson County shall compensate Warrick County a per diem rate of Thirty-Five and 00/100 Dollars ($35.00) per day per inmate for the housing of such DOC ineligible inmates.

NOW, THEREFORE, for and in consideration of the mutual agreements of the Parties hereto, THE **PARTIES HEREBY AGREE AS FOLLOWS**:

1. The RECITALS above are incorporated as if the same were fully set forth herein.

2. This Agreement is governed by the requirements of Indiana Code 36-1-7-3(a) and the requirements set forth in Indiana Code 36-1-7, *et seq.*, that pertains to interlocal cooperation.

3. The Warrick County Sheriff and the Warrick County Commissioners, and their respective successors and assigns, shall accept custody of Gibson County DOC

ineligible inmates ("Inmates") according to this Agreement and pursuant to an order from a Gibson County Circuit or Superior Court directing such transfer, pursuant to Ind. Code 35-33-11, *et seq.*, so long as sufficient space is available in the Warrick County Jail. The Warrick County Sheriff shall retain custody of any such Inmates until further order of the transferring court or until such time as the Warrick County Sheriff desires to return any such Inmates to the Gibson County Jail.

4. In the event an Inmate is transferred to the Warrick County Jail by order of a Gibson County Circuit or Superior Court pursuant to Ind. Code 35-33-11, *et seq.*, Gibson County shall pay a per diem fee of Thirty-Five and 00/100 Dollars ($35.00) per day, which is the same per diem rate paid by the DOC for the housing of Indiana state prisoners at the Warrick County Jail.

5. Notwithstanding the above, in the event an Inmate transferred to Warrick County Jail is in need of medical assistance, such medical assistance shall be provided by Warrick County and the costs of such medical assistance shall be paid by Gibson County, in accordance with Ind. Code 35-33-11-5.

6. Warrick County shall invoice the Gibson County Sheriff the per diem rate of Thirty-Five and 00/100 Dollars ($35.00) per Inmate, together with any additional medical costs incurred by Warrick County, on a monthly basis with adequate documentation regarding the cost and necessity of any medical costs incurred by Warrick County in accordance with this Agreement.

7. In the event an Inmate transferred to Warrick County is required to appear in a Gibson County Court regarding any criminal matter that is pending at the time of such transfer of custody to Warrick County, the Gibson County Sheriff shall provide

transportation from the Warrick County Jail to the Gibson County Circuit or Superior Court, as applicable, and shall return the Inmate to the Warrick County Jail immediately following the conclusion of said court appearance. In the event a court appearance under this Section necessitates the Inmate to remain at the Gibson County Jail for a period longer than twenty-four (24) consecutive hours, Gibson County shall not be responsible for paying Warrick County the per diem rate for the day(s) in which the Inmate is not housed at the Warrick County Jail.

8. Both Parties acknowledge that nothing in this Agreement shall obligate Gibson County to transfer an Inmate to Warrick County, nor shall Warrick County be obligated to accept such transfer if the Warrick County Jail does not have space to house such Inmate.

9. In the event Warrick County desires to return an Inmate to the Gibson County Jail who was transferred to the Warrick County Jail according to this Agreement, the Warrick County Sheriff shall give reasonable notice to the Gibson County Sheriff of such desire prior to the Warrick County Sheriff's return of the Inmate to the Gibson County Jail.

10. This Agreement shall be effective as of the date both Parties have approved the terms herein at their respective regularly-scheduled public meetings. This Agreement shall remain in force and effect until cancelled by either Party. The Party wishing to cancel this Agreement shall give thirty (30) days' written notice of its intent to cancel to the non-cancelling Party.

11. Warrick County and Gibson County shall save and hold each other harmless from any and all liability, claims, damages, penalties, suits, costs, forfeitures, and expenses of every character whatsoever incidental thereto (including court costs, costs and expenses of defense, settlement, and reasonable attorneys' fees) which it or they may hereafter incur,

become responsible for, or pay out as a result of death or bodily injuries to any person (including employees of contractors), destruction, or damage to any property, or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, caused, in whole or in part, by, resulting from, arising out of, incidental to, or in any manner whatsoever connected with this Agreement. Furthermore, Warrick County and Gibson County covenant and agree that neither shall file, or cause to be filed, suit against the other as to the performance under this Agreement as long as the terms of this Agreement are satisfied and completed by the Parties hereto.

12. Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified or registered mail, first class mail postage prepaid, return receipt requested, and shall be addressed as set forth below or such other address as may be specified in a prior written notice to the other Party:

If to Gibson County:

Gibson County Board of Commissioners
225 North Hart Street, Suite 105
Princeton, IN 47670

If to Warrick County:

Warrick County Board of Commissioners
Attn: Roger Emmons, County Administrator
107 West Locust Street, Suite 301
Boonville, IN 47601

With a copy to:

Todd I. Glass, Esq.
Warrick County Attorney
Fine & Hatfield, PC
520 N.W. Second Street
Evansville, IN 47705

13. Both Parties acknowledge that this Agreement sets forth the entire Agreement and understanding between the Parties as to the matters contained herein and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the Parties. This Agreement shall not be changed, modified, or amended except by written agreement executed by the Parties hereto.

14. Both Parties acknowledge that if any portion of this Agreement is invalid or unenforceable under applicable law, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement this _____ day of May, 2019.

"WARRICK COUNTY"
BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA

_____
Dan Saylor, President

_____
Robert H. Johnson, Jr., Vice President

_____
Terry J. Phillippe, Member

Attest:

_____
Deborah K. Stevens, Auditor
Warrick County

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement this 8th day of May, 2019.

"GIBSON COUNTY"

BOARD OF COMMISSIONERS OF
GIBSON COUNTY, INDIANA

Stephen E. Bottoms

Gerald Bledsoe

Mary B. Key

Attest:

Sherri Smith, Auditor
Gibson County

7

RESOLUTION 2019-01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF GIBSON COUNTY, INDIANA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN WARRICK COUNTY AND GIBSON COUNTY

WHEREAS, the Gibson County Jail is, from time to time, overcrowded and unable to appropriately house those persons charged and/or convicted of crimes in Gibson County;

WHEREAS, the Warrick County Jail has, from time to time, available space beyond its needs for the care and housing of those persons charge and/or convicted of crimes in Warrick County;

WHEREAS, the Warrick County Jail has, from time to time, space available to house Indiana Department of Corrections ("DOC") ineligible sentenced inmates; and

WHEREAS, Warrick County and Gibson County have agreed to enter into an Interlocal Agreement establishing that Warrick County is willing to accept DOC ineligible inmates transferred from Gibson County Jail according to the procedures and requirements of Ind. Code 35-33-11, *et seq.*, and under the terms of said Interlocal Agreement.

BE IT THEREFORE RESOLVED by the Board of Commissioners of Gibson County, Indiana, on behalf of Gibson County, Indiana, that this Resolution hereby authorizes Gibson County to enter into an Interlocal Agreement with Warrick County, Indiana, for the transfer and housing of DOC ineligible inmates according to Indiana law.

BE IT THEREFORE RESOLVED that the Board of Commissioners of Gibson County, on behalf of Gibson County, Indiana, hereby approves and adopts the attached Interlocal Agreement for the transfer and housing of DOC ineligible inmates pursuant to the terms and conditions expressed therein.

2019000018
FILED FOR RECORD IN
GIBSON COUNTY, INDIANA
TONYA THOMPSON, RECORDER
05/09/2019 12:51 PM
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PAGES: 3

1

Passed and adopted by the Board of Commissioners of Gibson County, Indiana, this 8th day of May, 2019.

BOARD OF COMMISSIONERS OF
GIBSON COUNTY, INDIANA

Stephen E. Bottoms

Gerald Bledsoe

Mary B. Key

ATTEST:

Sherri Smith, Auditor
Gibson County, Indiana

AUDITOR GIBSON COUNTY SEAL INDIANA

APPROVED AS TO LEGAL FORM:

James C. McDonald, III, Esq.
McDonald Law Office
120 S. Main Street
Princeton, Indiana 47670
Telephone: (812) 385-4816
Gibson County Attorney

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.
Name Sherri Smith

2

RESOLUTION 2019-04

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN WARRICK COUNTY AND GIBSON COUNTY

WHEREAS, the Gibson County Jail is, from time to time, overcrowded and unable to appropriately house those persons charged and/or convicted of crimes in Gibson County;

WHEREAS, the Warrick County Jail has, from time to time, available space beyond its needs for the care and housing of those persons charge and/or convicted of crimes in Warrick County;

WHEREAS, the Warrick County Jail has, from time to time, space available to house Indiana Department of Corrections ("DOC") ineligible sentenced inmates; and

WHEREAS, Warrick County and Gibson County have agreed to enter into an Interlocal Agreement establishing that Warrick County is willing to accept DOC ineligible inmates transferred from Gibson County Jail according to the procedures and requirements of Ind. Code 35-33-11, *et seq.*, and under the terms of said Interlocal Agreement.

BE IT THEREFORE RESOLVED by the Board of Commissioners of Warrick County, Indiana, on behalf of Warrick County, Indiana, that this Resolution hereby authorizes Warrick County to enter into an Interlocal Agreement with Gibson County, Indiana, for the transfer and housing of DOC ineligible inmates according to Indiana law.

BE IT THEREFORE RESOLVED that the Board of Commissioners of Warrick County, on behalf of Warrick County, Indiana, hereby approves and adopts the attached Interlocal Agreement for the transfer and housing of DOC ineligible inmates pursuant to the terms and conditions expressed therein.

1

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 13th day of May, 2019.

BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

Dan Saylor, President

Robert H. Johnson III, Vice President

Terry J. Phillippe, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

2

ORIGINAL

Warrick County Claims for Payment

Trans Date	Payee Name 1	Fund	Acct	Loc	Amount
4/18/2019	GEORGES, KATRINA KRISTINE	1000	21100	0002	18.87
4/18/2019	GEORGES, KATRINA KRISTINE	1000	21100	0002	26.90
4/18/2019	Unifirst Corporation	1000	24500	0005	8.36
4/18/2019	Crump, Diana	1000	24500	0380	94.98
4/18/2019	Association / Indiana Counties	1000	32300	0002	180.00
4/18/2019	Association / Indiana Counties	1000	32300	0002	120.00
4/18/2019	Treasurer State Of Indiana	1000	58001	0000	11684.00
4/18/2019	Wabash Valley Service Co	1169	22100	0000	1500.30
4/18/2019	Wabash Valley Service Co	1169	22100	0000	1325.66
4/18/2019	Wabash Valley Service Co	1169	22100	0000	1001.49
4/18/2019	Warrick Solid Waste Mgt Dist	1169	22330	0000	305.36
4/18/2019	Unifirst Corporation	1169	23201	0000	6.50
4/18/2019	Vomac Truck Sales	1169	23201	0000	391.91
4/18/2019	Mounts Electric, Inc	1169	36300	0000	772.65
4/18/2019	Kaufman, Mitzi	1189	31114	0000	150.00
4/18/2019	Hilton Indianapolis	1189	31114	0000	415.62
4/18/2019	Association / Indiana Counties	1217	32300	0002	40.00
4/18/2019	Pat Brooks	1217	35100	0000	150.00
4/18/2019	Hilton Indianapolis	1217	35100	0000	415.62
4/18/2019	Association / Indiana Counties	1217	35153	0000	60.00
4/18/2019	Ben Labhart	1219	22101	0000	926.09
4/18/2019	Warrick County Treasurer	1224	32300	0000	39.48
4/18/2019	Praetorian Digital	4922	35000	0000	3569.00
4/18/2019	Sharon Shoulders	6897	30200	0000	150.00
4/24/2019	Morrie Doll	1000	11620	0079	778.92
4/24/2019	Fine & Hatfield, PC	1000	18100	0068	4000.00
4/24/2019	First Bankcard xxx2397	1000	21100	0005	46.86
4/24/2019	First Bankcard xxx1998	1000	21100	0005	403.28
4/24/2019	Wabash Valley Service Co	1000	22100	0005	2373.13
4/24/2019	Wabash Valley Service Co	1000	22100	0005	(37.13)
4/24/2019	Wabash Valley Service Co	1000	22100	0005	2453.88
4/24/2019	Wex Bank (Wright Express)	1000	22100	0005	408.79
4/24/2019	First Bankcard xxx1998	1000	22400	0380	89.05
4/24/2019	First Bankcard xxx1998	1000	22710	0380	290.29
4/24/2019	BULLOCK, DANIEL	1000	24500	0005	20.00
4/24/2019	Unifirst Corporation	1000	24500	0005	8.36
4/24/2019	Fine & Hatfield, PC	1000	31200	0068	33.13
4/24/2019	Fine & Hatfield, PC	1000	31200	0068	157.50
4/24/2019	Fine & Hatfield, PC	1000	31200	0068	288.00
4/24/2019	Fine & Hatfield, PC	1000	31200	0068	288.00

4/24/2019	Fine & Hatfield, PC	1000	31200	0068	1790.00
4/24/2019	Warrick Publishing Co	1000	31300	0068	12.40
4/24/2019	U.S. Bank	1000	31400	0068	106.13
4/24/2019	Tri-State Fire Protection Inc	1000	31400	0068	637.50
4/24/2019	Tri-State Fire Protection Inc	1000	31400	0068	210.00
4/24/2019	Tri-State Fire Protection Inc	1000	31400	0068	50.00
4/24/2019	Quality Correctional Care, LLC	1000	31400	0380	14273.33
4/24/2019	First Bankcard xxx1998	1000	32200	0005	8.60
4/24/2019	First Bankcard	1000	32314	0068	334.00
4/24/2019	Wowl Business	1000	32400	0008	86.47
4/24/2019	Sprint	1000	32410	0005	1001.47
4/24/2019	TOWN OF NEWBURGH - WATER	1000	33000	0008	56.37
4/24/2019	First Bankcard xxx2397	1000	36200	0300	331.09
4/24/2019	The Murphy Elevator Co Inc	1000	36300	0162	291.28
4/24/2019	The Lang Company	1000	36400	0005	20.00
4/24/2019	First Bankcard xxx1998	1000	36400	0005	9.94
4/24/2019	First Bankcard xxx1998	1000	36400	0005	40.36
4/24/2019	First Bankcard xxx1998	1000	36400	0303	177.03
4/24/2019	Ricoh Usa Inc	1112	31400	0000	105.29
4/24/2019	Warrick County Treasurer	1112	45010	0000	36.66
4/24/2019	Wowl Business	1112	45010	0000	144.87
4/24/2019	Indiana American Water	1112	45010	0000	3.96
4/24/2019	Warrick County Treasurer	1159	22100	0000	432.03
4/24/2019	Warrick County Treasurer	1159	32300	0000	247.23
4/24/2019	Environmental Management Consu	1166	31111	0000	3152.79
4/24/2019	Pc Guest	1168	36400	0000	237.50
4/24/2019	Marlin Weishell	1169	22100	0000	40.00
4/24/2019	Wabash Valley Service Co	1169	22100	0000	94.00
4/24/2019	Wabash Valley Service Co	1169	22100	0000	3272.00
4/24/2019	Wabash Valley Service Co	1169	22100	0000	1995.21
4/24/2019	Wabash Valley Service Co	1169	22100	0000	1122.56
4/24/2019	Wabash Valley Service Co	1169	22100	0000	75.20
4/24/2019	Wabash Valley Service Co	1169	22100	0000	1342.05
4/24/2019	Wabash Valley Service Co	1169	22100	0000	2006.30
4/24/2019	Wabash Valley Service Co	1169	22100	0000	886.23
4/24/2019	Unifirst Corporation	1169	23201	0000	6.50
4/24/2019	Metzger Construction Co Inc.	1173	22320	0000	5283.49
4/24/2019	Metzger Construction Co Inc.	1173	22320	0000	398.10
4/24/2019	Metzger Construction Co Inc.	1173	22320	0000	1147.44
4/24/2019	Metzger Construction Co Inc.	1173	22320	0531	1403.52
4/24/2019	First Bankcard	1176	32300	9604	140.39
4/24/2019	Information & Records Associat	1181	32002	0000	2507.46

4/24/2019	Priority Engineering	1189	31400	0000	855.00
4/24/2019	Fidlar Technologies Inc	1189	31400	0000	629.92
4/24/2019	Fidlar Technologies Inc	1189	58007	0000	1315.16
4/24/2019	Warrick County Treasurer	1197	22100	0000	630.04
4/24/2019	ELLIS, ROBERT AND ALICE	1201	57000	0000	315.17
4/24/2019	COOK, RANDY AND KELLSIE	1201	57000	0000	9.49
4/24/2019	Sabre Investments, LLC	1204	58010	0000	3422.15
4/24/2019	Sabre Investments, LLC	1204	58010	0000	3879.60
4/24/2019	Sabre Investments, LLC	1204	58010	0000	3712.30
4/24/2019	Sabre Investments, LLC	1204	58010	0000	4163.95
4/24/2019	New Hanna, LLC	1204	58010	0000	3923.31
4/24/2019	Sabre Investments, LLC	1204	58010	0000	2834.67
4/24/2019	New Hanna, LLC	1204	58010	0000	3850.70
4/24/2019	Sabre Investments, LLC	1204	58010	0000	1344.52
4/24/2019	Sabre Investments, LLC	1205	58011	0000	6663.10
4/24/2019	Sabre Investments, LLC	1205	58011	0000	5931.10
4/24/2019	Sabre Investments, LLC	1205	58011	0000	3019.00
4/24/2019	Sabre Investments, LLC	1205	58011	0000	2496.90
4/24/2019	New Hanna, LLC	1205	58011	0000	644.00
4/24/2019	Sabre Investments, LLC	1205	58011	0000	7720.48
4/24/2019	New Hanna, LLC	1205	58011	0000	711.50
4/24/2019	Sabre Investments, LLC	1205	58011	0000	3402.29
4/24/2019	Warrick County Treasurer	1219	22100	0000	405.34
4/24/2019	First Bankcard	1219	22101	0000	25.00
4/24/2019	First Bankcard	1219	22105	0000	134.85
4/24/2019	First Bankcard	1219	22105	0000	209.54
4/24/2019	First Bankcard	1219	22105	0000	44.99
4/24/2019	First Bankcard	1219	22105	0000	8.99
4/24/2019	First Bankcard	1219	22105	0000	49.99
4/24/2019	Unifirst Corporation	1219	24500	0000	45.73
4/24/2019	Warrick Solid Waste Mgt Dist	1219	32150	0000	100.20
4/24/2019	First Bankcard	1219	33400	0000	15.00
4/24/2019	First Bankcard	1219	36250	0000	35.78
4/24/2019	First Bankcard	1219	36250	0000	41.09
4/24/2019	First Bankcard	1219	36250	0000	15.91
4/24/2019	U.S. Bank	1219	36400	0000	100.95
4/24/2019	First Bankcard	1219	44200	0000	31.89
4/24/2019	Tyler Technologies, Inc.	1224	31400	0000	12620.00
4/24/2019	Wowl Business	1224	32460	0000	81.85
4/24/2019	JBI Construction Inc.	4103	44005	0000	9960.00
4/24/2019	Stoll Keenon Ogden P LLC	4501	58006	0000	481.25
4/24/2019	Stoll Keenon Ogden P LLC	4504	58008	0000	6247.30
4/24/2019	BLINDS FOR EVERY SIZE LLC	4506	21100	0000	14200.00

4/24/2019	Kay, Katy	4901	32300	0000	75.00
4/24/2019	Ragle, Inc.	4903	60000	0000	5000.00
4/24/2019	Rqaw Corporation	4903	61114	0000	311.00
4/24/2019	Town Of Newburgh	4903	61116	0000	24150.00
4/24/2019	Fine & Hatfield, PC	4903	61123	0000	1825.00
4/24/2019	Indiana Valley, LLC	4903	61123	0000	3780.00
4/24/2019	First Bankcard xxx1998	4907	31111	0000	119.85
4/24/2019	Warrick County Treasurer	4908	22100	0000	224.29
4/24/2019	U.S. Bank	4908	36400	0000	71.73
4/24/2019	First Bankcard xxx2397	4922	35000	0000	109.99
4/24/2019	Barnett, Richard	4922	35000	0000	200.00
4/24/2019	First Bankcard xxx1998	4922	35000	0000	795.00
4/24/2019	Health Resources Incorporated	5200	00506	0000	8657.68
4/24/2019	Aflac Premium Holding	5200	00528	0000	4118.77
4/24/2019	Unifirst Corporation	5251	00525	0000	37.98
4/24/2019	Indiana Valley, LLC	8506	40005	0000	15120.00
4/24/2019	Rqaw Corporation	8507	40006	0000	1244.00
4/25/2019	Warrick County Treasurer	1000	17300	0061	65920.00
4/25/2019	Warrick County Treasurer	1000	17300	0068	975000.00
4/25/2019	Warrick County Treasurer	1000	17300	0303	108407.50
4/25/2019	U.S. Bank	1000	21100	0001	124.67
4/25/2019	First Bankcard	1000	21100	0068	19.20
4/25/2019	First Bankcard	1000	21100	0068	18.44
4/25/2019	First Bankcard	1000	21100	0079	55.94
4/25/2019	Staples	1000	21100	0302	67.06
4/25/2019	First Bankcard	1000	22400	0162	03.04
4/25/2019	Tri-State Fire Protection Inc.	1000	31400	0068	495.00
4/25/2019	Alpha Laser Services	1000	31400	0068	59.62
4/25/2019	First Bankcard	1000	31400	0068	20.00
4/25/2019	Alpha Laser Services	1000	31400	0302	38.12
4/25/2019	First Bankcard	1000	32200	0068	6.85
4/25/2019	First Bankcard	1000	32200	0068	6.85
4/25/2019	AT&T	1000	32400	0068	396.69
4/25/2019	AT&T	1000	32400	0068	271.68
4/25/2019	AT&T	1000	32400	0068	84.00
4/25/2019	AT&T	1000	32400	0068	90.45
4/25/2019	First Bankcard	1000	36200	0162	54.00
4/25/2019	First Bankcard	1000	36200	0162	121.97
4/25/2019	Alpha Laser Services	1000	36400	0061	27.84
4/25/2019	Keller Shroeder	1000	36400	0303	936.00
4/25/2019	First Bankcard	1000	36525	0068	119.99
4/25/2019	First Bankcard	1000	36525	0068	32.99
4/25/2019	First Bankcard	1000	36525	0068	9.96

4/25/2019	Warrick County Treasurer	1112	17300	0000	29870.00
4/25/2019	Warrick County Treasurer	1112	22100	0000	25.19
4/25/2019	Ever-clean Services, Inc.	1112	31400	0000	520.26
4/25/2019	Warrick County Treasurer	1112	31412	0000	80000.00
4/25/2019	Vectren Energy Delivery	1112	33000	0000	339.31
4/25/2019	Warrick County Treasurer	1135	17300	0000	29870.00
4/25/2019	Harshaw Trane Service Inc.	1138	60020	0000	400.00
4/25/2019	Warrick County Treasurer	1141	17300	0000	18025.00
4/25/2019	Warrick County Treasurer	1141	22100	0000	145.34
4/25/2019	Alpha Laser Services	1141	44200	0000	17.78
4/25/2019	Warrick County Treasurer	1159	17300	0000	77250.00
4/25/2019	Warrick County Treasurer	1176	17300	0533	477450.00
4/25/2019	Warrick County Treasurer	1186	17300	0000	75000.00
4/25/2019	Warrick County Treasurer	1197	17300	0000	77250.00
4/25/2019	Superior Ag Resources	1197	44500	0000	3392.70
4/25/2019	Superior Ag Resources	1197	44500	0000	251.35
4/25/2019	HUFFMAN, CHARLES	1201	57000	0000	340.53
4/25/2019	HUFFMAN, CHARLES	1201	57000	0000	332.73
4/25/2019	BRENDA B. FISHER REVOC TRUST	1204	58010	0000	13723.16
4/25/2019	Sabre Investments, LLC	1204	58010	0000	4163.90
4/25/2019	BRENDA B. FISHER REVOC TRUST	1205	58011	0000	147163.26
4/25/2019	Sabre Investments, LLC	1205	58011	0000	14908.74
4/25/2019	Warrick County Treasurer	1215	17300	0000	11330.00
4/25/2019	U.S. Bank	1215	21100	0000	133.56
4/25/2019	Warrick County Treasurer	1219	17300	0000	59482.50
4/25/2019	Frontier	1222	31400	0000	294.79
4/25/2019	First Bankcard xxx2397	1222	35100	0000	598.50
4/25/2019	Warrick County Treasurer	1222	50010	0000	175000.00
4/25/2019	Warrick County Treasurer	1224	17300	0000	59230.00
4/25/2019	First Bankcard	1224	23130	0000	209.97
4/25/2019	Warrick County Treasurer	2001	17300	0000	5665.00
4/25/2019	Warrick County Treasurer	2504	17300	0000	20600.00
4/25/2019	Fiber Utilities Group	4504	58008	0000	35425.00
4/25/2019	Energy Systems Group	4506	31409	0000	445455.42
4/25/2019	Vectren Energy Delivery	4906	37400	0000	16.54
4/25/2019	Warrick County Treasurer	4908	17300	0000	20600.00
4/25/2019	Warrick County Treasurer	4921	17300	0000	14500.00
4/25/2019	Dossett Consulting	8899	21100	0000	500.00
4/25/2019	U.S. Bank	8899	21100	0000	8.89
4/26/2019	Card Service Center	1000	21100	0009	231.93
4/26/2019	Brett M Roy	1000	31890	0232	131.25
4/26/2019	Brett M Roy	1000	31890	0232	75.00
4/26/2019	Brett M Roy	1000	31890	0232	75.00
4/26/2019	Brett M Roy	1000	31890	0232	131.25
4/26/2019	Brett M Roy	1000	31890	0232	150.00
4/26/2019	Brett M Roy	1000	31890	0232	75.00
4/26/2019	Brett M Roy	1000	31890	0232	37.50
4/26/2019	Brett M Roy	1000	31890	0232	75.00
4/26/2019	Brett M Roy	1000	31890	0232	93.75
4/26/2019	Brett M Roy	1000	31890	0232	75.00
4/26/2019	Brett M Roy	1000	31890	0232	187.50
4/26/2019	Brett M Roy	1000	31890	0232	56.25
4/26/2019	Wow! Business	1000	32400	0068	103.56
4/26/2019	First Bankcard	1000	39500	0232	31.68
4/26/2019	Evansville Waterworks Dept	1112	33000	0000	49.56
4/26/2019	Spectrum	1159	32401	0000	197.91
4/26/2019	Vectren Energy Delivery	1176	33000	0531	25.84
4/26/2019	Vectren Energy Delivery	1176	33000	0531	28.38
4/26/2019	Vectren Energy Delivery	1176	33000	0531	25.59
4/26/2019	Vectren Energy Delivery	1176	33000	0531	24.63
4/26/2019	Vectren Energy Delivery	1176	33000	0531	31.40
4/26/2019	Vectren Energy Delivery	1176	33000	0531	31.93
4/26/2019	First Bankcard	2503	11120	0000	71.64
4/26/2019	Wow! Business	2504	31400	0000	71.98
4/26/2019	Redwood Toxicology Laboratory	4921	31201	0000	209.79
4/26/2019	U.S. Bank	4921	31201	0000	60.05
4/26/2019	Schaad, Laura	5210	00507	0000	60.00
4/26/2019	First Bankcard	9114	31111	0000	268.00
4/26/2019	French Lick Springs Resort	9122	31111	0000	378.00
4/26/2019	Wagner, Chris	9122	31111	0000	100.00
4/30/2019	Purdue University	1000	14000	0011	39589.00
4/30/2019	Purdue University	1000	14001	0011	39589.00
4/30/2019	Purdue University	1000	14002	0011	39589.00
4/30/2019	Jerry Abshire	1000	18300	0005	50.00
4/30/2019	Wilson, Mike	1000	18300	0005	50.00
4/30/2019	Griffin Nance	1000	18300	0005	50.00
4/30/2019	SCHITTER, JOE	1000	18300	0005	50.00
4/30/2019	Alpha Laser Services	1000	21100	0001	99.48
4/30/2019	U.S. Bank	1000	21100	0006	139.92
4/30/2019	First Bankcard	1000	21100	0302	35.95
4/30/2019	First Bankcard	1000	21800	0302	141.34
4/30/2019	Wabash Valley Service Co	1000	22100	0005	2239.21
4/30/2019	Unifirst Corporation	1000	24500	0005	8.36
4/30/2019	First Bankcard	1000	24500	0302	192.29
4/30/2019	First Bankcard	1000	30010	0302	102.74
4/30/2019	Arab	1000	31900	0380	45.00
4/30/2019	Michael J Perry	1000	32300	0009	252.58
4/30/2019	Purdue University	1000	32300	0011	564.96
4/30/2019	Association / Indiana Counties	1000	32300	0061	40.00
4/30/2019	Association / Indiana Counties	1000	32300	0061	60.00
4/30/2019	Vectren Energy Delivery	1000	33000	0008	222.97
4/30/2019	Hoosier Business Machines Inc.	1000	36400	0002	91.10
4/30/2019	Axiom	1127	30200	0000	2175.00
4/30/2019	United Consulting Engineers	1138	39201	0000	562.19
4/30/2019	Beam, Longest And Neff	1138	60012	0000	688.23
4/30/2019	The Lang Company	1152	33100	0000	3.49
4/30/2019	Wabash Valley Service Co	1169	22100	0000	37.60
4/30/2019	Wabash Valley Service Co	1169	22100	0000	2904.55
4/30/2019	Wabash Valley Service Co	1169	22100	0000	2139.31
4/30/2019	Wabash Valley Service Co	1169	22100	0000	1063.48
4/30/2019	Warrick Solid Waste Mgt Dist	1169	22330	0000	212.47
4/30/2019	Unifirst Corporation	1169	23201	0000	6.50
4/30/2019	Meredith, Troy	1169	39201	0000	55.00
4/30/2019	Metzger Construction Co Inc.	1173	22320	0531	557.83
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	254.75
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	268.28
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	143.70
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	354.81
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	341.33
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	414.96
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	269.34
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	112.97
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	2200.65
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	470.34
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	263.90
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	277.95
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	321.92
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	216.15
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	224.70
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	1151.14
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	719.11
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	547.01
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	278.70
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	276.12
4/30/2019	Mulzer Crushed Stone, Inc.	1173	23100	0531	688.76
4/30/2019	Alpha Laser Services	1176	31400	9604	43.93
4/30/2019	Alpha Laser Services	1176	31400	9604	65.00
4/30/2019	Alpha Laser Services	1224	31400	0000	11.66
4/30/2019	U.S. Bank	1224	31400	0000	176.71

4/30/2019	Lieberman Technologies	4009	32360	0000	1100.00
4/30/2019	Morley & Associates Inc.	4501	58006	0000	227.50
4/30/2019	Morley & Associates Inc.	4504	58008	0000	752.50
4/30/2019	Morley & Associates Inc.	4504	58008	0000	9145.25
4/30/2019	Morley & Associates Inc.	4504	58008	0000	1715.00
4/30/2019	Verizon Wireless	4901	32300	0000	114.04
4/30/2019	Alpha Laser Services	4901	32300	0000	35.20
4/30/2019	American Structurepoint Inc	4903	61116	0000	2842.30
4/30/2019	Pictometry International Corp	4908	37000	0000	3235.31
4/30/2019	Unifirst Corporation	5251	00525	0000	37.98
4/30/2019	American Structurepoint Inc	8502	40002	0000	11369.18
4/30/2019	Beam, Longest And Neff	8508	40003	0000	2752.92
4/30/2019	United Consulting Engineers	8509	40003	0000	2248.76
4/30/2019	Alpha Laser Services	8899	21100	0000	7.12
5/2/2019	Morrie Doll	1000	11620	0079	778.92
5/2/2019	Jeffrey L Valiant	1000	18300	0079	50.00
5/2/2019	Jeff Willis	1000	18300	0079	50.00
5/2/2019	Michael Moesner	1000	18300	0079	50.00
5/2/2019	Doris Horn	1000	18300	0079	50.00
5/2/2019	Terry W. Dayvolt	1000	18300	0079	50.00
5/2/2019	Keller, Paul	1000	18300	0079	50.00
5/2/2019	Mike Winge	1000	18300	0079	50.00
5/2/2019	Hoosier Business Machines Inc.	1000	21100	0004	40.96
5/2/2019	Hoosier Business Machines Inc.	1000	21100	0004	14.25
5/2/2019	Hoosier Business Machines Inc.	1000	21100	0004	16.28
5/2/2019	Fine & Hatfield, PC	1000	31200	0068	612.00
5/2/2019	Warrick Publishing Co	1000	31300	0068	14.80
5/2/2019	Warrick Publishing Co	1000	31300	0068	70.56
5/2/2019	Warrick Publishing Co	1000	31300	0068	21.60
5/2/2019	Warrick Publishing Co	1000	31300	0068	14.40
5/2/2019	Warrick Publishing Co	1000	31300	0068	9.98
5/2/2019	Warrick Publishing Co	1000	31300	0079	20.80
5/2/2019	Sprint	1000	31400	0007	26.04
5/2/2019	Unifirst Corporation	1000	31400	0068	20.24
5/2/2019	Unifirst Corporation	1000	31400	0068	20.24
5/2/2019	Unifirst Corporation	1000	31400	0068	20.24
5/2/2019	Unifirst Corporation	1000	31400	0068	20.24
5/2/2019	Manatron Incorporated	1000	31400	0106	21130.24
5/2/2019	Storage Guardian	1000	31411	0106	227.81
5/2/2019	Storage Guardian	1000	31411	0106	100.75
5/2/2019	Storage Guardian	1000	31411	0106	377.89
5/2/2019	Storage Guardian	1000	31411	0106	109.63
5/2/2019	Storage Guardian	1000	31411	0106	436.17
5/2/2019	Storage Guardian	1000	31411	0106	197.53
5/2/2019	Storage Guardian	1000	31411	0106	19.13
5/2/2019	Storage Guardian	1000	31411	0106	203.10
5/2/2019	Storage Guardian	1000	31411	0106	3.43
5/2/2019	Storage Guardian	1000	31411	0106	18.57
5/2/2019	BJ Farrell	1000	32300	0002	17.08
5/2/2019	Sprint	1000	32400	0006	26.69
5/2/2019	Sprint	1000	32410	0005	31.50
5/2/2019	Sprint	1000	32410	0068	871.31
5/2/2019	Vectren Energy Delivery	1000	33000	0162	2175.66
5/2/2019	Vectren Energy Delivery	1000	33000	0162	6228.88
5/2/2019	Vectren Energy Delivery	1000	33000	0162	13.96
5/2/2019	Vectren Energy Delivery	1000	33000	0380	4147.09
5/2/2019	Sprint	1112	32400	0000	82.69
5/2/2019	Morrie Doll	1141	18102	0000	100.00
5/2/2019	Verizon Wireless	1152	23400	0000	30.01
5/2/2019	Vectren Energy Delivery	1159	33000	0000	243.64
5/2/2019	Sprint	1176	32400	0530	614.32
5/2/2019	Sprint	1176	32400	9604	43.62
5/2/2019	Morrie Doll	1197	31200	0000	500.00
5/2/2019	Sprint	1197	32400	0000	172.21
5/2/2019	Vectren Energy Delivery	1197	33000	0000	127.92
5/2/2019	First Bankcard	1197	35100	0000	170.00
5/2/2019	Pictometry International Corp	1197	37000	0000	8088.28
5/2/2019	WAYNE E & MORRIS BURKES &	1201	57000	0000	5.83
5/2/2019	TREVINO, STEVEN AND JESSICA	1201	57000	0000	71.82
5/2/2019	Sprint	1215	32410	0000	43.62
5/2/2019	Wetip, Inc.	2504	31400	0000	1000.00
5/2/2019	U.S. Bank	2504	31400	0000	91.69
5/2/2019	Sprint	2504	31400	0000	309.42
5/2/2019	Sprint	4901	32300	0000	87.24
5/2/2019	Sprint	4908	36400	0000	21.47
5/2/2019	Clerk-Treasurer--Tennyson	6021	50100	0000	33.20
5/2/2019	Clerk-Treasurer--Newburgh	6021	50100	0000	371.85
5/2/2019	Clerk-Treasurer--Lynnville	6021	50100	0000	98.69
5/2/2019	Clerk-Treasurer--Elberfeld	6021	50100	0000	78.28
5/2/2019	Clerk-Treasurer--Chandler	6021	50100	0000	345.36
5/2/2019	Clerk-Treasurer--Boonville	6021	50100	0000	670.35
5/2/2019	Warrick County Treasurer	6021	50100	0000	6960.95
5/2/2019	Clerk-Treasurer--Tennyson	6022	50100	0000	476.56
5/2/2019	Clerk-Treasurer--Newburgh	6022	50100	0000	5338.88
5/2/2019	Clerk-Treasurer--Lynnville	6022	50100	0000	1416.87
5/2/2019	Clerk-Treasurer--Elberfeld	6022	50100	0000	1123.97
5/2/2019	Clerk-Treasurer--Chandler	6022	50100	0000	4958.73
5/2/2019	Clerk-Treasurer--Boonville	6022	50100	0000	9624.75
5/2/2019	Warrick County Treasurer	6022	50100	0000	99943.97
5/2/2019	Treasurer Of State-ACH	7101	50100	0000	2156.50
5/3/2019	Office Depot - Credit Plan	1000	21100	0202	496.44
5/3/2019	Office Depot, Incorporated	1000	21100	0232	50.93
5/3/2019	The Lang Company	1000	21310	0232	20.34
5/3/2019	Advanced Document Solutions	1000	24300	0202	17.40
5/3/2019	Viewpointe Counseling	1000	31890	0201	262.00
5/3/2019	Boonville Natural Gas Corp.	1000	33000	0380	269.11
5/3/2019	Boonville Utilities	1000	33000	0380	3402.88
5/3/2019	B-Hive Printing	1000	33100	0202	59.00
5/3/2019	Amy Steinkamp Miskimen	1000	33100	0202	88.04
5/3/2019	CDW Government, Inc	1000	36900	0201	154.96
5/3/2019	Alpha Laser Services	1000	36900	0201	25.54
5/3/2019	Power Systems Properties LLC	1000	37200	0000	1525.00
5/3/2019	Association Indiana Judges	1000	39101	0202	200.00
5/3/2019	Thomson Reuters West Payment C	1000	39400	0201	3030.00
5/3/2019	WALKER, ANDREW	1000	58001	0000	150.00
5/3/2019	BJ Farrell	1000	58001	0000	150.00
5/3/2019	French Lick Springs Resort	1000	58001	0000	1608.00
5/3/2019	Deborah K Stevens	1000	58001	0000	150.00
5/3/2019	ROGGERS, PAUL	1000	58001	0000	150.00
5/3/2019	Roelle, Steve	1112	32300	0000	168.08
5/3/2019	Brand Acceleration	1112	33400	0000	575.00
5/3/2019	TOWN OF NEWBURGH - WATER	1112	45010	0000	56.37
5/3/2019	Warrick Co Dept Of Parks & Rec	1112	45010	0000	51.72
5/3/2019	Renewable Resources	1112	45010	0000	125.00
5/3/2019	Pike Gibson Water, Inc.	1112	50810	0000	20.75
5/3/2019	Robin Greenlee (CDFC)	1148	31400	0000	353.83
5/3/2019	Hoosier Business Machines Inc.	1159	21100	0000	39.41
5/3/2019	Kathy Manning	1159	21375	0000	111.00
5/3/2019	First Bankcard	1159	21375	0000	20.00
5/3/2019	First Bankcard	1159	21375	0000	37.89
5/3/2019	First Bankcard	1159	32200	0000	12.60
5/3/2019	First Bankcard	1159	32200	0000	18.90
5/3/2019	First Bankcard	1159	32200	0000	6.30
5/3/2019	First Bankcard	1159	32200	0000	13.05
5/3/2019	First Bankcard	1159	32200	0000	6.85
5/3/2019	First Bankcard	1159	32200	0000	6.30
5/3/2019	First Bankcard	1159	32400	0000	59.59
5/3/2019	First Bankcard	1159	32400	0000	48.74

5/3/2019	First Bankcard	1159	32401	0000	48.74
5/3/2019	First Bankcard	1159	32401	0000	48.74
5/3/2019	Boonville Natural Gas Corp.	1159	33000	0000	38.34
5/3/2019	First Bankcard	1159	36300	0000	19.88
5/3/2019	First Bankcard	1159	36400	0000	149.99
5/3/2019	Vectren Energy Delivery	1176	33000	0531	100.98
5/3/2019	Vectren Energy Delivery	1176	33000	0531	13.91
5/3/2019	Vectren Energy Delivery	1176	33000	0531	12.39
5/3/2019	Vectren Energy Delivery	1176	33000	0531	626.58
5/3/2019	Vectren Energy Delivery	1176	33000	0531	178.88
5/3/2019	Vectren Energy Delivery	1176	33000	0531	18.33
5/3/2019	Vectren Energy Delivery	1176	33000	0531	165.35
5/3/2019	Knowink	1215	31440	0000	2050.00
5/3/2019	Jane Wyatt	1215	39500	0000	8.72
5/3/2019	Jane Wyatt	1215	39500	0000	7.44
5/3/2019	Knowink	1215	44000	0000	6000.00
5/3/2019	Deborah K Stevens	1217	35154	0000	47.63
5/3/2019	Tractor Supply Co	1219	23500	0000	61.55
5/3/2019	Tractor Supply Co	1219	23500	0000	29.98
5/3/2019	Tractor Supply Co	1219	23500	0000	14.99
5/3/2019	Tractor Supply Co	1219	23500	0000	88.54
5/3/2019	Unifirst Corporation	1219	24500	0000	39.73
5/3/2019	Unifirst Corporation	1219	24500	0000	39.73
5/3/2019	Warrick Co Dept Of Parks & Rec	1219	31400	0000	703.15
5/3/2019	Boonville Utilities	1219	31421	0000	177.54
5/3/2019	Vectren Energy Delivery	1219	33000	0000	6.10
5/3/2019	Vectren Energy Delivery	1219	33000	0000	8.90
5/3/2019	Vectren Energy Delivery	1219	33000	0000	6.10
5/3/2019	Vectren Energy Delivery	1219	33000	0000	8.90
5/3/2019	Vectren Energy Delivery	1219	33000	0000	24.40
5/3/2019	Tyler Technologies, Inc.	1224	31400	0000	2130.00
5/3/2019	Warrick County Treasurer	2002	39960	0000	50.00
5/3/2019	Word Systems Inc.	2002	44000	0000	1324.33
5/3/2019	Word Systems Inc.	2002	44000	0000	1324.33
5/3/2019	Word Systems Inc.	2002	44000	0000	441.45
5/3/2019	Staples Credit Plan	2002	44000	0000	1382.49
5/3/2019	Carol Ruff	2051	32300	0000	219.20
5/3/2019	Hasenour, Laura	2501	31201	0000	200.00
5/3/2019	Newburgh Police Department	2502	35000	0000	248.00
5/3/2019	Town Of Elberfeld	2502	35000	0000	8.00
5/3/2019	First Bankcard	2503	11120	0000	71.64
5/3/2019	Evansville Metropolitan Planni	4903	62016	0000	25840.00
5/3/2019	Warrick County Treasurer	4921	31201	0000	36.47

5/3/2019	Staples Credit Plan	4921	31201	0000	37.51
5/3/2019	Staples Credit Plan	4921	31201	0000	58.68
5/3/2019	Staples Credit Plan	4921	31201	0000	4.32
5/3/2019	Staples Credit Plan	4921	31201	0000	59.78
5/3/2019	Staples Credit Plan	4921	31201	0000	62.44
5/3/2019	Vectren Energy Delivery	4921	31201	0000	152.34
5/3/2019	Arab	4921	31201	0000	70.00
5/3/2019	National Test Systems	4921	31201	0000	1500.00
5/3/2019	Piranha Shredding/Recycling In	4921	31201	0000	45.00
5/3/2019	French Lick Springs Resort	9122	31111	0000	378.00
5/3/2019	Word Systems Inc.	9123	31113	0000	441.44
5/3/2019	Melody Nelson	9123	31113	0000	152.00
5/8/2019	Wabash Valley Service Co	1000	22100	0005	1833.51
5/8/2019	Unifirst Corporation	1000	24500	0005	8.36
5/8/2019	Warrick Publishing Co	1000	31300	0068	15.18
5/8/2019	Warrick Publishing Co	1000	31300	0068	18.00
5/8/2019	Warrick Publishing Co	1000	31300	0068	608.44
5/8/2019	J-4 Professional Cleaning Syst	1000	31400	0068	2800.00
5/8/2019	Verizon Wireless	1000	31400	0302	120.30
5/8/2019	Boonville Utilities	1000	33000	0162	411.50
5/8/2019	Boonville Utilities	1000	33000	0162	1211.84
5/8/2019	Boonville Utilities	1000	33000	0162	15.42
5/8/2019	Boonville Natural Gas Corp.	1000	33000	0162	75.84
5/8/2019	Boonville Natural Gas Corp.	1000	33000	0162	(11.98)
5/8/2019	Warrick County Treasurer	2502	35000	0000	558.00
5/8/2019	City Of Boonville	2502	35000	0000	226.00
5/8/2019	HARDIN, SANDRA FAYE	4903	61123	0000	1430.00
5/8/2019	THE SEVENTH DAY ADVENTIST	4903	61123	0000	4220.00
5/8/2019	DEFFENDOLL, TRICIA	4903	61123	0000	1220.00
5/8/2019	Marianne Salpietra	4903	61123	0000	3150.00
5/8/2019	HARDIN, SANDRA FAYE	8506	40005	0000	5720.00
5/8/2019	THE SEVENTH DAY ADVENTIST	8506	40005	0000	16880.00
5/8/2019	DEFFENDOLL, TRICIA	8506	40005	0000	4880.00
5/8/2019	Marianne Salpietra	8506	40005	0000	12600.00
5/10/2019	Brett M Roy	1000	31890	0201	337.50
5/10/2019	Brett M Roy	1000	31890	0201	112.50
5/10/2019	Brett M Roy	1000	31890	0201	1387.50
5/10/2019	Warren Mathies	1000	31891	0201	989.58
5/10/2019	Martin & Martin, Inc.	1000	31891	0201	5937.50
5/10/2019	Sherry Smith	1000	31891	0201	989.58
5/10/2019	Warren Mathies	1000	31891	0202	989.58
5/10/2019	Sherry Smith	1000	31891	0202	989.58
5/10/2019	Anthony Long	1000	31891	0202	2968.75

5/10/2019	Mark K. Phillips, PC	1000	31891	0202	2968.75
5/10/2019	Sherry Smith	1000	31891	0232	989.58
5/10/2019	Brett M Roy	1000	31891	0232	2968.75
5/10/2019	PHILLIPS LAW	1000	31891	0232	2968.75
5/10/2019	Warren Mathies	1000	31891	0232	989.58
5/13/2019	Purdue Ces Fund-Warrick County	1000	21100	0011	24.08
5/13/2019	Purdue Ces Fund-Warrick County	1000	32200	0011	124.89
5/13/2019	Purdue Ces Fund-Warrick County	1000	32200	0011	7.90
5/13/2019	Purdue Ces Fund-Warrick County	1000	32200	0011	7.90
5/13/2019	Purdue Ces Fund-Warrick County	1000	32200	0011	14.35
5/13/2019	Tri-State Reporting, Inc.	1000	33100	0009	188.50
5/13/2019	Purdue Ces Fund-Warrick County	1000	36400	0011	64.12
5/13/2019	Purdue Ces Fund-Warrick County	1000	36400	0011	205.30
5/13/2019	Alpha Laser Services	1000	36400	0302	354.11
5/13/2019	Purdue Ces Fund-Warrick County	1000	39101	0011	70.00
5/13/2019	Gem Chemical Company, Inc.	1169	23201	0000	521.46
5/13/2019	Sisco's American Hose & Hydrau	1169	36300	0000	(19.54)
5/13/2019	Sisco's American Hose & Hydrau	1169	36300	0000	49.36
5/13/2019	Sisco's American Hose & Hydrau	1169	36300	0000	87.42
5/13/2019	Airgas USA, LLC	1169	36300	0000	62.07
5/13/2019	ERB Equipment Company	1169	36300	0000	436.45
5/13/2019	ERB Equipment Company	1169	36300	0000	277.05
5/13/2019	Ruxer Truck Center	1169	36300	0000	29.50
5/13/2019	O'Reilly Auto Parts	1169	36300	0000	95.95
5/13/2019	Sisco's American Hose & Hydrau	1169	36300	0000	36.52
5/13/2019	Airgas USA, LLC	1169	37100	0000	414.60
5/13/2019	Piranha Shredding/Recycling In	2504	31400	0000	90.00
5/14/2019	KEY PATHOLOGY, INC.	1000	18200	0007	2000.00
5/14/2019	KEY PATHOLOGY, INC.	1000	18200	0007	4000.00
5/14/2019	Quill Corporation	1000	21100	0001	44.58
5/14/2019	Subscriber Renewals	1000	21100	0001	14.00
5/14/2019	Quill Corporation	1000	21100	0001	131.52
5/14/2019	Monroe Systems For Business	1000	21100	0003	199.00
5/14/2019	Office Depot, Incorporated	1000	21100	0003	4.31
5/14/2019	Aigner Hardware	1000	21100	0006	45.67
5/14/2019	Office Depot, Inc.	1000	21100	0007	53.98
5/14/2019	Office Depot, Incorporated	1000	21100	0008	95.66
5/14/2019	B-Hive Printing	1000	21100	0009	254.00
5/14/2019	B-Hive Printing	1000	21100	0009	97.00
5/14/2019	Office Depot, Incorporated	1000	21100	0011	103.47
5/14/2019	Office Depot, Incorporated	1000	21150	0003	76.82
5/14/2019	Office Depot, Incorporated	1000	21150	0008	16.13
5/14/2019	Boyce Forms / Systems	1000	21200	0002	345.00

5/14/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	63.57
5/14/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	16.97
5/14/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	66.65
5/14/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	32.40
5/14/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	51.27
5/14/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	16.97
5/14/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	16.97
5/14/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	30.51
5/14/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	30.51
5/14/2019	Law Chevrolet Buick Pontiac	1000	22100	0005	26.33
5/14/2019	Gem Chemical Company, Inc.	1000	22400	0162	36.64
5/14/2019	Gem Chemical Company, Inc.	1000	22400	0162	161.52
5/14/2019	Kenway Distributors Inc.	1000	22400	0380	264.00
5/14/2019	CRS One Source(Diafds)	1000	22400	0380	78.50
5/14/2019	CRS One Source(Diafds)	1000	22400	0380	53.75
5/14/2019	CRS One Source(Diafds)	1000	22400	0380	99.75
5/14/2019	Gem Chemical Company, Inc.	1000	22400	0380	486.60
5/14/2019	Bob Barker Company Inc.	1000	22700	0380	811.39
5/14/2019	Lewis Bros Bakeries, Inc.	1000	22710	0380	66.30
5/14/2019	Lewis Bros Bakeries, Inc	1000	22710	0380	55.25
5/14/2019	Wabash Foodservice	1000	22710	0380	819.75
5/14/2019	Wabash Foodservice	1000	22710	0380	931.82
5/14/2019	Wabash Foodservice	1000	22710	0380	1126.37
5/14/2019	Wabash Foodservice	1000	22710	0380	912.18
5/14/2019	Wabash Foodservice	1000	22710	0380	978.41
5/14/2019	CRS One Source(Diafds)	1000	22710	0380	342.80
5/14/2019	CRS One Source(Diafds)	1000	22710	0380	100.83
5/14/2019	CRS One Source(Diafds)	1000	22710	0380	159.83
5/14/2019	CRS One Source(Diafds)	1000	22710	0380	162.34
5/14/2019	CRS One Source(Diafds)	1000	22710	0380	247.25
5/14/2019	CRS One Source(Diafds)	1000	22710	0380	218.28
5/14/2019	CRS One Source(Diafds)	1000	22710	0380	337.86
5/14/2019	CRS One Source(Diafds)	1000	22710	0380	301.58
5/14/2019	Farm Boy Food Service	1000	22710	0380	787.27
5/14/2019	Farm Boy Food Service	1000	22710	0380	453.57
5/14/2019	Farm Boy Food Service	1000	22710	0380	645.64
5/14/2019	Farm Boy Food Service	1000	22710	0380	694.68
5/14/2019	Farm Boy Food Service	1000	22710	0380	981.48
5/14/2019	Bob Barker Company Inc.	1000	22710	0380	99.99
5/14/2019	Siegels	1000	24500	0005	40.00
5/14/2019	Siegels	1000	24500	0005	114.95
5/14/2019	Siegels	1000	24500	0005	134.00
5/14/2019	Siegels	1000	24500	0005	74.99
5/14/2019	Siegels	1000	24500	0005	20.00
5/14/2019	Siegels	1000	24500	0005	137.98
5/14/2019	Siegels	1000	24500	0005	44.99
5/14/2019	Kim's Scrub Connection	1000	24500	0380	194.08
5/14/2019	Siegels	1000	24500	0380	86.39
5/14/2019	Siegels	1000	24500	0380	95.39
5/14/2019	Siegels	1000	24500	0380	121.49
5/14/2019	Piranha Shredding/Recycling In	1000	30200	0068	45.00
5/14/2019	Piranha Shredding/Recycling In	1000	30200	0068	45.00
5/14/2019	Tele/Data Communications Of IN	1000	30200	0068	176.25
5/14/2019	Piranha Shredding/Recycling In	1000	30200	0068	90.00
5/14/2019	Piranha Shredding/Recycling In	1000	30200	0068	45.00
5/14/2019	Piranha Shredding/Recycling In	1000	30200	0068	45.00
5/14/2019	Piranha Shredding/Recycling In	1000	30200	0068	45.00
5/14/2019	Piranha Shredding/Recycling In	1000	30200	0068	45.00
5/14/2019	Piranha Shredding/Recycling In	1000	30200	0068	45.00
5/14/2019	Google, LLC	1000	31400	0068	16.43
5/14/2019	Ray Allen Manufacturing Co Inc	1000	31800	0380	58.98
5/14/2019	East Pines Animal Clinic Inc	1000	31800	0380	200.52
5/14/2019	Deaconess Emergency Physician	1000	32000	0380	138.30
5/14/2019	Deaconess Care Group	1000	32000	0380	207.10
5/14/2019	Diamond Medical Supply	1000	32000	0380	50.00
5/14/2019	Diamond Medical Supply	1000	32000	0380	64.89
5/14/2019	Diamond Medical Supply	1000	32000	0380	88.96
5/14/2019	B-Hive Printing	1000	33100	0005	225.98
5/14/2019	Farris Reporting	1000	33100	0009	240.20
5/14/2019	The Master's Touch LLC	1000	34000	0003	9604.39
5/14/2019	The Master's Touch LLC	1000	34000	0003	37.49
5/14/2019	Alexander Newburgh Chapel	1000	36000	0068	100.00
5/14/2019	Aigner Hardware	1000	36100	0162	48.23
5/14/2019	Aigner Hardware	1000	36100	0162	143.50
5/14/2019	Aigner Hardware	1000	36100	0162	9.18
5/14/2019	HYDROMAX PLUMBING INC.	1000	36200	0162	320.00
5/14/2019	Aigner Hardware	1000	36200	0162	14.17
5/14/2019	Aigner Hardware	1000	36200	0162	39.74
5/14/2019	Aigner Hardware	1000	36200	0162	32.74
5/14/2019	Aigner Hardware	1000	36200	0162	11.70
5/14/2019	Aigner Hardware	1000	36200	0162	52.98
5/14/2019	Aigner Hardware	1000	36200	0162	26.97
5/14/2019	Aigner Hardware	1000	36200	0162	15.90
5/14/2019	Aigner Hardware	1000	36200	0162	29.95
5/14/2019	Aigner Hardware	1000	36200	0380	44.68
5/14/2019	Aigner Hardware	1000	36200	0380	6.00
5/14/2019	Aigner Hardware	1000	36200	0380	4.49
5/14/2019	Aigner Hardware	1000	36200	0380	27.74
5/14/2019	Aigner Hardware	1000	36200	0380	38.94
5/14/2019	Weber Equipment	1000	36200	0380	17.85
5/14/2019	Hutch & Son Industrial Electro	1000	36200	0380	8.24
5/14/2019	Bumper To Bumper / Bib Chandle	1000	36200	0380	7.85
5/14/2019	Sherwin-Williams	1000	36200	0380	19.92
5/14/2019	Koorsen Protection Serv Inc.	1000	36200	0380	434.75
5/14/2019	Culligan Of Evansville	1000	36200	0380	438.75
5/14/2019	Brite	1000	36400	0005	37.00
5/14/2019	Pc Quest	1000	36400	0005	240.00
5/14/2019	Purdue University	1000	36500	0011	2540.00
5/14/2019	Herr's Body Shop	1000	36550	0005	112.00
5/14/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	96.84
5/14/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	163.01
5/14/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	143.01
5/14/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	1078.87
5/14/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	20.00
5/14/2019	King's Upfitting And Repair	1000	36550	0005	4100.00
5/14/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	256.57
5/14/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	86.74
5/14/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	245.90
5/14/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	84.38
5/14/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	117.92
5/14/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	15.91
5/14/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	99.95
5/14/2019	Law Chevrolet Buick Pontiac	1000	36550	0005	82.59
5/14/2019	King's Upfitting And Repair	1000	39900	0005	950.00
5/14/2019	Miller's $ & 10 Store Inc.	1000	39999	0068	4447.87
5/14/2019	Emp Technical Group	1101	31111	0000	47.00
5/14/2019	Priority Communications	1112	21100	0000	125.00
5/14/2019	Aigner Hardware	1112	45010	0000	179.90
5/14/2019	Coca Cola Bottling Co	1112	45010	0000	176.00
5/14/2019	Plumbers Supply Co Inc.	1138	60017	0000	203.15
5/14/2019	Gem Chemical Company, Inc.	1138	60017	0000	62.64
5/14/2019	Aigner Hardware	1138	60017	0000	219.44
5/14/2019	Aigner Hardware	1138	60017	0000	42.48
5/14/2019	Aigner Hardware	1138	60017	0000	5.58
5/14/2019	Aigner Hardware	1138	60017	0000	47.49
5/14/2019	Aigner Hardware	1138	60017	0000	64.99
5/14/2019	Aigner Hardware	1138	60017	0000	7.80
5/14/2019	Aigner Hardware	1138	60017	0000	34.97

5/14/2019	Aigner Hardware	1138	60020	0000	17.68
5/14/2019	Protective Training Services	1156	31111	0000	400.00
5/14/2019	Quill Corporation	1159	21150	0000	209.94
5/14/2019	Smilemakers	1159	21375	0000	66.98
5/14/2019	B-Hive Printing	1159	21375	0000	49.00
5/14/2019	Stericycle, Inc	1159	21375	0000	33.65
5/14/2019	B-Hive Printing	1159	21375	0000	209.00
5/14/2019	B-Hive Printing	1159	22500	0000	64.76
5/14/2019	B-Hive Printing	1159	22500	0000	20.00
5/14/2019	Hoosier Business Machines Inc.	1159	22500	0000	132.00
5/14/2019	All American Locksmith & Alarm	1159	22500	0000	1420.00
5/14/2019	B-Hive Printing	1159	32100	0000	12.90
5/14/2019	Don's Muffler Shop	1159	36300	0000	1386.52
5/14/2019	McKesson Medical-Surgical Inc.	1168	21400	0000	65.67
5/14/2019	Guthries Pharmacy	1168	21401	0000	119.00
5/14/2019	Tri State Repair Service Inc.	1169	22150	0000	192.00
5/14/2019	Best One Tire & Service	1169	22200	0000	122.25
5/14/2019	Best One Tire & Service	1169	22200	0000	44.00
5/14/2019	Best One Tire & Service	1169	22200	0000	44.00
5/14/2019	Best One Tire & Service	1169	22200	0000	379.03
5/14/2019	Onyett Fabricators, Inc.	1169	22330	0000	98.00
5/14/2019	Heritage-Crystal Clean LLC	1169	23201	0000	372.75
5/14/2019	Aigner Hardware	1169	24100	0000	39.00
5/14/2019	The 2nd Time Around Driveline	1169	36300	0000	414.60
5/14/2019	Aigner Hardware	1169	36300	0000	10.49
5/14/2019	Aigner Hardware	1169	36300	0000	58.98
5/14/2019	Boonville Lawn And Garden Inc.	1169	36300	0000	41.39
5/14/2019	Boonville Lawn And Garden Inc.	1169	36300	0000	24.98
5/14/2019	Boonville Lawn And Garden Inc.	1169	36300	0000	89.24
5/14/2019	Impco	1169	36300	0000	315.40
5/14/2019	Lawson Products, Inc.	1169	36300	0000	339.41
5/14/2019	Whayne Supply Co. Inc.	1169	36300	0000	141.20
5/14/2019	Whayne Supply Co. Inc.	1169	36300	0000	171.66
5/14/2019	Whayne Supply Co. Inc.	1169	36300	0000	71.33
5/14/2019	Whayne Supply Co. Inc.	1169	36300	0000	628.48
5/14/2019	O'Reilly Auto Parts	1169	36300	0000	44.94
5/14/2019	O'Reilly Auto Parts	1169	36300	0000	37.05
5/14/2019	Sternberg International Inc	1169	36300	0000	776.52
5/14/2019	ERB Equipment Company	1169	36300	0000	325.87
5/14/2019	Warrick Automotive Supply	1169	36300	0000	108.50
5/14/2019	Warrick Automotive Supply	1169	36300	0000	40.57
5/14/2019	Warrick Automotive Supply	1169	36300	0000	38.57
5/14/2019	Warrick Automotive Supply	1169	36300	0000	510.64
5/14/2019	Sisco's American Hose & Hydrau	1169	36300	0000	1434.16
5/14/2019	Nix Sanitary Service	1169	37100	0000	140.00
5/14/2019	Hoosier Business Machines Inc.	1189	31400	0000	6095.00
5/14/2019	B-Hive Printing	1197	21100	0000	69.00
5/14/2019	Aigner Hardware	1197	44000	0000	5.99
5/14/2019	Aigner Hardware	1197	44000	0000	8.99
5/14/2019	Ryans Ace Hardware	1197	44000	0000	14.06
5/14/2019	Office Depot, Incorporated	1197	44000	0000	253.98
5/14/2019	Aigner Hardware	1197	44000	0000	41.75
5/14/2019	Civilcon	1197	44500	0000	7482.50
5/14/2019	Forterra Pipe & Precast-Midsou	1197	44500	0000	4321.60
5/14/2019	Forterra Pipe & Precast-Midsou	1197	44500	0000	1050.00
5/14/2019	J & J Supply Inc.	1197	44500	0000	1192.00
5/14/2019	J & J Supply Inc.	1197	44500	0000	35.28
5/14/2019	J & J Supply Inc.	1197	44500	0000	(13.70)
5/14/2019	J & J Supply Inc.	1197	44500	0000	1244.96
5/14/2019	J & J Supply Inc.	1197	44500	0000	5654.40
5/14/2019	J & J Supply Inc.	1197	44500	0000	6584.80
5/14/2019	J & J Supply Inc.	1197	44500	0000	619.20
5/14/2019	J & J Supply Inc.	1197	44500	0000	286.90
5/14/2019	Subscriber Renewals	1215	21100	0000	15.00
5/14/2019	Microvote General Corporation	1215	31440	0000	7903.30
5/14/2019	O'Reilly Auto Parts	1219	22100	0000	49.50
5/14/2019	O'Reilly Auto Parts	1219	22100	0000	6.98
5/14/2019	Aigner Hardware	1219	22100	0000	47.90
5/14/2019	Huebner Trucking Company Inc.	1219	22103	0000	660.01
5/14/2019	Royal Crown Bottling Co	1219	22105	0000	389.00
5/14/2019	Coca Cola Bottling Co	1219	22105	0000	671.25
5/14/2019	Camp's Auto/Tire Serv.inc.	1219	22200	0000	40.70
5/14/2019	Boonville Lawn And Garden Inc.	1219	23210	0000	24.52
5/14/2019	Gem Chemical Company, Inc.	1219	24000	0000	219.22
5/14/2019	Gem Chemical Company, Inc.	1219	24000	0000	69.63
5/14/2019	Gem Chemical Company, Inc.	1219	24000	0000	200.07
5/14/2019	Aigner Hardware	1219	36250	0000	13.47
5/14/2019	Aigner Hardware	1219	36250	0000	0.85
5/14/2019	Aigner Hardware	1219	36250	0000	2.68
5/14/2019	Aigner Hardware	1219	36250	0000	4.59
5/14/2019	Aigner Hardware	1219	36250	0000	22.99
5/14/2019	Aigner Hardware	1219	36250	0000	10.99
5/14/2019	Aigner Hardware	1219	36250	0000	36.50
5/14/2019	Indoff, Inc.	1219	44200	0000	207.21
5/14/2019	Office Depot, Incorporated	1224	21310	0000	107.19
5/14/2019	Office Depot, Incorporated	1224	23130	0000	240.26
5/14/2019	Office Depot, Incorporated	1224	23130	0000	183.99
5/14/2019	Elite K-9 Inc	4105	31111	0000	79.95
5/14/2019	Elite K-9 Inc	4105	31111	0000	113.90
5/14/2019	Aigner Hardware	4506	21100	0000	26.85
5/14/2019	Aigner Hardware	4506	21100	0000	40.82
5/14/2019	Aigner Hardware	4506	21100	0000	45.03
5/14/2019	Aigner Hardware	4506	21100	0000	1.96
5/14/2019	Aigner Hardware	4506	21100	0000	56.55
5/14/2019	Princeton Daily Clarion	4901	32300	0000	24.82
5/14/2019	Office Depot, Incorporated	4908	21100	0000	71.08
5/14/2019	Quill Corporation	8899	21100	0000	3.18
5/14/2019	Subscriber Renewals	8899	21100	0000	1.00
5/14/2019	Quill Corporation	8899	21100	0000	9.42
				Total:	$ 3,928,972.56

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, May 13th, 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: $3,928,972.56 Dated this 13th day of May, 2019. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Terry Phillips, Member

Debbie Stevens, Auditor

State Form 54400 (6-18)
Prescribed by State Board of Accounts

City and Town Form Number 225
County Form Number 16

Warrick COUNTY, INDIANA

(City or Town) OF (Name of Unit)
(City and Town Form 225 Only)

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRIDGES
(IC 8-17-4.1)

FOR THE YEAR ENDED
DECEMBER 31, 20 18

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRDIGES
Part of State Form 54400 (X-2018)
Section 1 Financial Statement

Section 1 - Financial Statement	Motor Vehicle Highway	Local Road & Street	Cumulative Bridge	Total Common Funds	Other Funds	Total All Funds
Cash - January 1	$2,091,347.14	$1,408,930.95	$302,487.67	$3,802,765.76		
Receipts						
Operating Receipts						
Taxes	$477,829.15	$631,276.75	$240,354.68	$1,349,460.58	$4,583,441.45	$5,932,902.03
Intergovernmental	$4,230,776.32	$1,042,892.76	$29,578.84	$5,303,247.92	$424,377.31	$5,727,625.23
Charges for Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Operating Receipts	$20,000.00	$75,403.79	$0.00	$95,403.79	$613,409.70	$708,813.49
Total Operating Receipts	$4,728,605.47	$1,749,573.30	$269,933.52	$6,748,112.29	$5,621,228.46	$12,369,340.75
Other Financing Sources						
Bond Proceeds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Note/Loan Proceeds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interfund Loan Proceeds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Investments Matured or Sold	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Transfers In	$0.00	$0.00	$0.00	$0.00	$352,955.20	$352,955.20
Other	$0.00	$0.00	$0.00	$0.00	$8,731.61	$8,731.61
Total Receipts	$4,728,605.47	$1,749,573.30	$269,933.52	$6,748,112.29	$5,982,915.27	$12,731,027.56
Disbursements						
Operating Disbursements						
General Administration & Unallocated	$600,224.52	$0.00	$0.00	$600,224.52	$0.00	$600,224.52
Construction, Reconstruction & Preservat	$2,542,028.93	$628,493.39	$0.00	$3,170,522.32	$5,051,379.29	$8,221,901.61
Maintenance & Repair	$1,488,837.15	$1,278,340.37	$216,879.74	$2,984,057.26	$6,299.00	$2,990,356.26
Total Operating Disbursements	$4,631,090.60	$1,906,833.76	$216,879.74	$6,754,804.10	$5,057,678.29	$11,812,482.39
Other Financing Sources						
Debt Service - Principal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Debt Service - Interest	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interfund Loan Payments	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interfund Loans Made	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Investments Purchased	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Transfers Out	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Disbursements	$4,631,090.60	$1,906,833.76	$216,879.74	$6,754,804.10	$5,057,678.29	$11,812,482.39
Excess						
Over (Under) Total Disbursements	$97,514.87	-$157,260.46	$53,053.78	-$6,691.81		
Cash - December 31	$2,188,862.01	$1,251,670.49	$355,541.45	$3,796,073.95		
Investments - December 31						
Cash and Investments - December 31	$2,188,862.01	$1,251,670.49	$355,541.45	$3,796,073.95		

Section 1 Financial Statement

Page 3 of 11

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRDIGES
Part of State Form 54400 (X-2018)
Section 2 Receipts

Section 2 - Detail of Receipts	Motor Vehicle Highway	Local Road & Street	Cumulative Bridge	Other Funds	Total All Funds	Cumulative Capital Development	Highway Donation	EDIT	Community Crossings
Receipts									
Taxes									
General Property Taxes			$240,354.68	$580,256.20	$820,610.88	$580,256.20			
LIT - Certified Shares				$0.00	$0.00				
LIT - Economic Development Income Tax				$4,003,185.25	$4,003,185.25			$4,003,185.25	
Wheel and Sur Tax	$477,829.15	$631,276.75		$0.00	$1,109,105.90				
Other Taxes				$0.00	$0.00				
Total Taxes	$477,829.15	$631,276.75	$240,354.68	$4,583,441.45	$5,932,902.03	$580,256.20	$0.00	$4,003,185.25	$0.00
Intergovernmental									
Motor Vehicle Highway Distribution	$4,230,776.32			$0.00	$4,230,776.32				
Local Road and Street Distribution		$1,042,892.76		$0.00	$1,042,892.76				
Financial Institution Tax Distribution			$555.85	$1,342.18	$1,898.03	$1,342.18			
Vehicle/Aircraft Excise Tax Distribution			$28,311.45	$68,361.81	$96,673.26	$68,361.81			
State Grants				$352,955.20	$352,955.20				$352,955.20
Federal Grants				$0.00	$0.00				
Other Intergovernmental			$711.54	$1,718.12	$2,429.66	$1,718.12			
Total Intergovernmental	$4,230,776.32	$1,042,892.76	$29,578.84	$424,377.31	$5,727,625.23	$71,422.11	$0.00	$0.00	$352,955.20
Charges for Services									
Federal State and Local Reimbursement for Services				$0.00	$0.00				
Other Charges for Services				$0.00	$0.00				
Total Charges for Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Operating Receipts									
Interest				$0.00	$0.00				
Refunds/Reimbursements	$20,000.00			$180,764.10	$200,764.10			$180,764.10	
Contributions/Donations				$432,398.57	$432,398.57		$432,398.57		
Transfers from Toll Facilities				$0.00	$0.00				
Miscellaneous		$75,403.79		$247.03	$75,650.82	$247.03			
Total Other Operating Receipts	$20,000.00	$75,403.79	$0.00	$613,409.70	$708,813.49	$247.03	$432,398.57	$180,764.10	$0.00
Other Financing Sources									
Bond Proceeds				$0.00	$0.00				
Note/Loan Proceeds				$0.00	$0.00				
Interfund Loan Proceeds				$0.00	$0.00				
Investments Matured or Sold				$0.00	$0.00				
Transfer In				$352,955.20	$352,955.20				$352,955.20
Other				$8,731.61	$8,731.61	$8,731.61			
Total Other Financing Sources	$0.00	$0.00	$0.00	$361,686.81	$361,686.81	$8,731.61	$0.00	$0.00	$352,955.20
Total Receipts	$4,728,605.47	$1,749,573.30	$269,933.52	$5,982,915.27	$12,731,027.56	$660,656.95	$432,398.57	$4,183,949.35	$705,910.40

Section 2 Receipts

Page 4 of 11

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRDIGES
Part of State Form 54400 (X-2018)
Section 2 Receipts

Section 2 - Detail of Receipts	(Insert Other Fund)	(Insert Other Fund)	(Add columns to the left)
Receipts			
Taxes			
General Property Taxes			
LIT - Certified Shares			
LIT - Economic Development Income Tax			
Wheel and Sur Tax			
Other Taxes			
Total Taxes	$0.00	$0.00	$0.00
Intergovernmental			
Motor Vehicle Highway Distribution			
Local Road and Street Distribution			
Financial Institution Tax Distribution			
Vehicle/Aircraft Excise Tax Distribution			
State Grants			
Federal Grants			
Other Intergovernmental			
Total Intergovernmental	$0.00	$0.00	$0.00
Charges for Services			
Federal State and Local Reimbursement for Services			
Other Charges for Services			
Total Charges for Services	$0.00	$0.00	$0.00
Other Operating Receipts			
Interest			
Refunds/Reimbursements			
Contributions/Donations			
Transfers from Toll Facilities			
Miscellaneous			
Total Other Operating Receipts	$0.00	$0.00	$0.00
Other Financing Sources			
Bond Proceeds			
Note/Loan Proceeds			
Interfund Loan Proceeds			
Investments Matured or Sold			
Transfer In			
Other			
Total Other Financing Sources	$0.00	$0.00	$0.00
Total Receipts	$0.00	$0.00	$0.00

Section 2 Receipts

Page 5 of 11

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRDIGES
Part of State Form 54400 (X-2018)
Section 3 Disbursements

Page 6 of 11

Section 3 - Detail of Disbursements	Motor Vehicle Highway	Local Road & Street	Cumulative Bridge	Total Other Funds
Disbursements				
General Administration & Unallocated				
Personal Services	$589,922.30			$0.00
Supplies	$2,547.76			$0.00
Other Services and Charges	$7,754.46			$0.00
Capital Outlay				$0.00
Total General Administration & Unallocated	$600,224.52	$0.00	$0.00	$0.00
Construction, Reconstruction & Preservation				
Personal Services	$1,039,485.39			$0.00
Supplies	$1,502,543.54	$628,493.39		$0.00
Other Services and Charges				$5,051,379.29
Capital Outlay				$0.00
Total Construction, Reconstruction & Preservation	$2,542,028.93	$628,493.39	$0.00	$5,051,379.29
Maintenance and Repair				
Winter Operations				
Personal Services	$116,657.82		$3,270.06	$0.00
Supplies		$291,590.74		$0.00
Other Services and Charges				$0.00
Capital Outlay				$0.00
Total Winter Operations	$116,657.82	$291,590.74	$3,270.06	$0.00
Other Maintenance and Repair				
Personal Services	$1,179,038.90		$213,609.68	$0.00
Supplies	$143,028.06	$315,375.17		$6,299.00
Other Services and Charges	$50,112.28	$222,168.11		$0.00
Capital Outlay.		$449,206.35		$0.00
Total Other Maintenance and Repair	$1,372,179.33	$986,749.63	$213,609.68	$6,299.00
Total Maintenance and Repair	$1,488,837.15	$1,278,340.37	$216,879.74	$6,299.00
Other Financing Uses				
Debt Service - Principal				$0.00
Debt Service - Interest				$0.00
Interfund Loan Payments				$0.00
Interfund Loans Made				$0.00
Investments Purchased				$0.00
Transfer Out				$0.00
Other				$0.00
Total Other Financing Uses	$0.00	$0.00	$0.00	$0.00
Total Disbursements	$4,631,090.60	$1,906,833.76	$216,879.74	$5,057,678.29

Section 3 Disbursements

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRDIGES
Part of State Form 54400 (X-2018)
Section 3 Disbursements

Page 7 of 11

Section 3 - Detail of Disbursements	Total All Funds	Cumulative Capital Development	Highway Donation	EDIT
Disbursements				
General Administration & Unallocated				
Personal Services	$589,922.30			
Supplies	$2,547.76			
Other Services and Charges	$7,754.46			
Capital Outlay	$0.00			
Total General Administration & Unallocated	$600,224.52	$0.00	$0.00	$0.00
Construction, Reconstruction & Preservation				
Personal Services	$1,039,485.39			
Supplies	$2,131,036.93			
Other Services and Charges	$5,051,379.29	$36,804.27		$4,277,065.09
Capital Outlay	$0.00			
Total Construction, Reconstruction & Preservation	$8,221,901.61	$36,804.27	$0.00	$4,277,065.09
Maintenance and Repair				
Winter Operations				
Personal Services	$119,927.88			
Supplies	$291,590.74			
Other Services and Charges	$0.00			
Capital Outlay	$0.00			
Total Winter Operations	$411,518.62	$0.00	$0.00	$0.00
Other Maintenance and Repair				
Personal Services	$1,392,648.67			
Supplies	$464,702.23		$6,299.00	
Other Services and Charges	$272,280.39			
Capital Outlay	$449,206.35			
Total Other Maintenance and Repair	$2,578,837.64	$0.00	$6,299.00	$0.00
Total Maintenance and Repair	$2,990,356.26			
Other Financing Uses				
Debt Service - Principal	$0.00			
Debt Service - Interest	$0.00			
Interfund Loan Payments	$0.00			
Interfund Loans Made	$0.00			
Investments Purchased	$0.00			
Transfer Out	$0.00			
Other	$0.00			
Total Other Financing Uses	$0.00	$0.00	$0.00	$0.00
Total Disbursements	$11,812,482.39	$36,804.27	$6,299.00	$4,277,065.09

Section 3 Disbursements

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRDIGES
Part of State Form 54400 (X-2018)
Section 3 Disbursements

Section 3 - Detail of Disbursements	Community Crossings	(Insert Other Fund)	(Insert Other Fund)	(Insert Other Fund)
Disbursements				
General Administration & Unallocated				
Personal Services				
Supplies				
Other Services and Charges				
Capital Outlay				
Total General Administration & Unallocated	$0.00	$0.00	$0.00	$0.00
Construction, Reconstruction & Preservation				
Personal Services				
Supplies				
Other Services and Charges	$737,509.93			
Capital Outlay				
Total Construction, Reconstruction & Preservation	$737,509.93	$0.00	$0.00	$0.00
Maintenance and Repair				
Winter Operations				
Personal Services				
Supplies				
Other Services and Charges				
Capital Outlay				
Total Winter Operations	$0.00	$0.00	$0.00	$0.00
Other Maintenance and Repair				
Personal Services				
Supplies				
Other Services and Charges				
Capital Outlay				
Total Other Maintenance and Repair	$0.00	$0.00	$0.00	$0.00
Total Maintenance and Repair				
Other Financing Uses				
Debt Service - Principal				
Debt Service - Interest				
Interfund Loan Payments				
Interfund Loans Made				
Investments Purchased				
Transfer Out				
Other				
Total Other Financing Uses	$0.00	$0.00	$0.00	$0.00
Total Disbursements	$737,509.93	$0.00	$0.00	$0.00

Section 3 Disbursements

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRDIGES
Part of State Form 54400 (X-2018)
Section 4 Debt

Section 4 - Debt Information	Equipment	(Description of Debt)	(Description of Debt)	(Description of Debt)	(Description of Debt)	(Description of Debt)	Totals
Bonds							
Bonds - Outstanding Principal January 1							$0.00
New Bonds Issued During Year							$0.00
Principal Paid							$0.00
Interest Paid							$0.00
Total Principal & Interest Paid	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Bonds - Outstanding Principal December 31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Notes/Loans							
Notes/Loans - Outstanding Principal January 1							$0.00
New Notes/Loans Issued During Year							$0.00
Principal Paid							$0.00
Interest Paid							$0.00
Total Principal & Interest Paid	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Notes/Loans - Outstanding Principal December 31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Capital Leases							
Captial Leases - Outstanding Principal January 1	$418,607.91						$418,607.91
New Capital Leases Entered Into During Year	$445,337.92						$445,337.92
Principal Paid	$272,942.96						$272,942.96
Interest Paid	$12,295.32						$12,295.32
Total Principal & Interest Paid	$285,238.28	$0.00	$0.00	$0.00	$0.00	$0.00	$285,238.28
Capital Leases - Outstanding Principal December 31	$591,002.87	$0.00	$0.00	$0.00	$0.00	$0.00	$591,002.87

Section 4 Debt

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRDIGES
Part of State Form 54400 (X-2018)
Section 5 Mileage Changes

Section 5 - Mileage	Actual Mileage (Dec 31)	Change from prior year	Reason(s)
Surface Type - Concrete	57.670	-0.960	City annex
Surface Type - Asphalt	342.046	-3.894	City annex
Surface Type - Chip Seal			
Surface Type - Brick or Masonry			
Surface Type - Gravel or Stone	383.140	0.050	New Road
Unimproved			
Total Miles	783.456	-4.804	

Section 5 Mileage Changes

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRIDGES
SECTION 6 - CERTIFICATION
Part of State Form 54400 (R-10)

FOR COUNTIES

Submitted by:

DATE: May 6th 20 19 Robert Howard
Engineer/Director (if applicable)

DATE: _____ 20 _____
County Highway Supervisor

Approved:

DATE: May 13th 20 19
Board of County Commissioners

FOR CITIES AND TOWNS

Submitted by:

DATE: _____ 20 _____
City Engineer (if applicable)

DATE: _____ 20 _____
Street Commissioner or Supervisor

Approved:

DATE: _____ 20 _____
Mayor or President of Town Council

Section 6 Certification

SOURCEWELL PRICING WORKSHEET Contract #052417-CFC DATE: 5/3/19

BUYING AGENCY:	Warrick County Hwy. Dept.	CONTRACTOR:	Crafco, Inc.
CONTACT PERSON:	Robin Howard	PREPARED BY:	Angie Hoaglin
PHONE:	812-897-6094	PHONE:	602-276-0406
FAX:		FAX:	480-961-0513
EMAIL:	bhoward@warrickcounty.gov	EMAIL:	angie.hoaglin@crafco.com

PART NUMBER/DESCRIPTION:	47400-SRC Supershot 125D w/100 CFM Compressor			PRICE:	$69,600.00
Product Item Base Unit					
OPTIONS:					
Options listed in Contract					
Description	Cost	Description	Cost		
20014 Pintle Hitch	114.24				
24974-SRC Spin	51.82				
26120 18" extention	496				
24995 Strobe Light	275.6				
24192 overnight heater	788				
26058 10lbs fire ext	192				
26059 Bracket	79				
4749 water Separator	120.8				
47500 reg cover	2440				
				Subtotal:	$4,052.46
UNPUBLISHED OPTIONS:					
Items not in Contract					
Description	Cost	Description	Cost		
				Subtotal:	0
TOTAL COST					
	QUANTITY	1		Subtotal:	$73,712.46
TRADE-INS/DISC./FREIGHT ETC.					
Description	Cost	Description	Cost		
Freight	1600				
				Subtotal:	1600
DELIVERY DATE:				TOTAL:	$75,312.46

approved Board 5/13

PRO FORMA INVOICE

CRAFCO, INC.
5160 W DETROIT STREET
CHANDLER, AZ 85226 U.S.A.
TEL: (602) 276-0406

SHIP TO: WARRICK CO. IN HWY DEPT
WARRICK CO. IN HWY DEPT
868 ROTH ROAD
BOONVILLE, IN. 47601
812-897-6126
BHOWARD@WARRICKCOUNTY.GOV

INVOICE NUMBER: 00736610

CUSTOMER NUMBER NO.	PREPAID NUMBER	SALES ORDER NUMBER	PREPAID	COLLECT	VIA	COUNTRY	INSURANCE	INVOICE DATE
85903941-03					TRUCK			2019-05-07

THESE COMMODITIES LICENSED BY THE UNITED STATES FOR ULTIMATE DESTINATION UNITED STATES OF AMERICA/USA DIVERSION CONTRARY TO THE LAW IS PROHIBITED

INDEPENDENT ORDERED	SHIPPED	TRADE NAME AND DESCRIPTION OF ITEMS	UNIT PRICE	AMOUNT
1 EA	1 EA	47400 SRC SUPERSHOT 125D W/100 CFM COMPRESSOR	69600.0000	$ 69,600.00
1 EA	1 EA	20014 SRC 3" PINTLE HITCH	114.2400	$ 114.24
1 EA	1 EA	24974 SRC 5 PT. SPIN ASSY. REV B.	51.8200	$ 51.82
1 EA	1 EA	24995 SRC 4 POINT TRAILER LIGHT, INSTALLED	275.6000	$ 275.60
1 EA	1 EA	26058 SRC 10# FIRE EXT. WITH CHARGE REV.B	192.0000	$ 192.00
1 EA	1 EA	26059 SRC FIRE EXT. BRKT REV.A	79.0000	$ 79.00
1 EA	1 EA	47491N SRC WATER SEPARATOR FOR AIR WAND (INSTALLED ON WAND)	120.8000	$ 120.80
1 EA	1 EA	47500 SRC SPIN COVER ASSY (LIST HID "SRS TSKT"	2440.0000	$ 2,440.00
1 EA	1 EA	26120 SRC 18" EXTENSION ASSEMBLY REV. AVG	496.0000	$ 496.00
1 EA	1 EA	24190X SRC OVERNIGHT HEATER W/FITTING	788.0000	$ 788.00

S/N 1C0SV1222JT141892

FREIGHT CHARGES		$ 1,600.00
SUB TOTAL		$ 73,712.46
SALES TAX - IN	0.00%	$
PREPAID AMOUNT - DOWNPAYMENT		
TOTAL BALANCE DUE		USD $ 75,312.46

Country of Origin UNITED STATES OF AMERICA/USA

NO. OF PACKAGE	KIND OF PACKAGE	DIMENSIONS	CUBIC METERS	NET WEIGHT	GROSS WEIGHT
1					LBS

5/13/2019 Warrick County Govt. Mail - 2005 International dump truck proposal

Bobby Howard <bhoward@warrickcounty.gov>

2005 International dump truck proposal

Cory Needham <cory@missouritrucksales.com>
To: Bobby Howard <bhoward@warrickcounty.gov>

Wed, May 8, 2019 at 1:27 PM

Missouri Truck Sales, Inc. Proposes the following sale to Warrick County.

2005 International
Vin: 1HTWAAARX5J198012
10' dump body
65,000 miles
Cost: $30,500.00 FOB: Grain Valley, MO 64029
(Quinton last Jordan)

Approved 5/13 Board meeting

https://mail.google.com/mail/u/0?ik=d08aada28e&view=pt&search=all&permmsgid=msg-f%3A1632989379640324836&simpl=msg-f%3A1632989379&... 1/1

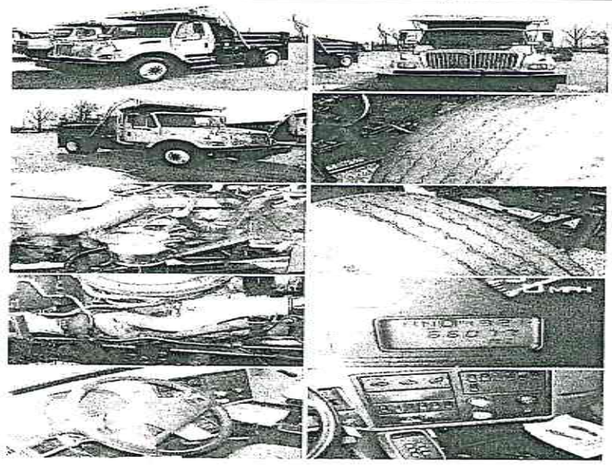
5/14/2019 PRINT

Missouri Truck Sales
Cory Needham
816-443-3821

missouritrucksales.com/tt-wp-ws-client-v03/print.php?listing=648169

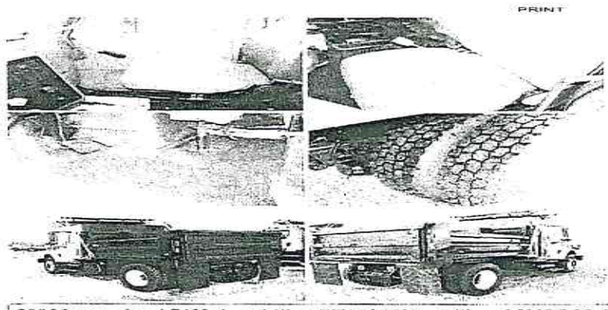
Stock# 1631

(See attached Proposal)



missouritrucksales.com/tt-wp-ws-client-v03/print.php?listing=648169 1/2

5/14/2019 PRINT



2005 International 7400, Low Miles, DT466 250hp, Allison 3500RDSP 5spd, 5.88 ratio, 10' Steel Dump Body, Electric Tarp, Rear Plattle Hitch with Air and Electric hookups, 11R22.5 Tires, Just in time for Spring! Don't miss out on these Pre Emmission hard to find Dumps! Cash priced at Just $31,950.00 these trucks won't last long. Call Today!!

New or Used:	Used	**Listing#:**	648169	(2 units)
Stock#:		**Type:**	Trucks	
VIN#:		**Category:**	Dump	
Mileage:	66,000			
ECM:	66,000			

Air Conditioning:	Yes	**Air Ride Driver Seat:**	Yes
Axle:	Single	**Color:**	White
Condition:	Average	**Engine Horsepower:**	250
Engine Make:	International	**Engine Model:**	DT466
Front Axle Rating:	12000 lbs	**Premium Stereo:**	Yes
Ratio:	5.88	**Rear Axle Rating:**	21000 lbs
Suspension Type:	Spring	**Tire Condition:**	All Tires 50% or Better
Tire Size:	11R22.5	**Title Information:**	Clear Title
Trade Terms:	Tires/Brakes 50% or Better And Less than $500 Damage	**Transmission Make:**	Allison
Transmission Type:	Automatic	**Wheel Base:**	163"

All information listed is believed accurate. Pictures, specifications, prices, and availability are subject to change and/or correction without notice. All liability is expressly disclaimed.

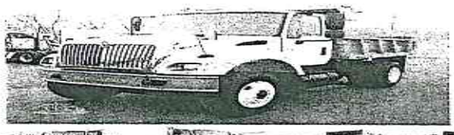
Powered by TruckerToolbox.com

missouritrucksales.com/tt-wp-ws-client-v03/print.php?listing=648169 2/2

5/13/2019 2005 INTERNATIONAL 7300 For Sale In Zanesville, Ohio | TruckPaper.com

2005 INTERNATIONAL 7300 For Sale In Zanesville, Ohio

For Sale Price: $36,900



Contact Information

Lucas Truck Sales
9 Zanesville, Ohio 43701
Phone: (740) 962-7943
Contact: Josh Williams

Description

Check the miles on this unit. Comes with Healthy Status Report! Allison 500 Automatic 5 Speed.

Specifications

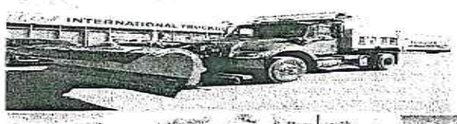
Quantity	1	Stock Number	SJ047619
Year	2005	Manufacturer	INTERNATIONAL
Model	7300	Condition	Used
A/C Condition	Excellent	A/C	Yes
Number of Rear Axles	Single	Cab	Standard Cab
Color	White	Composition	Steel
Drive	4x2	Drive Side	Left Hand Drive
Engine Manufacturer	International	Engine Type	DT 466
Front Axle Weight	12,000 lb	Fuel Type	Diesel
Gross Vehicle Weight	33,000 lb	Horsepower	225
Mileage	33,025 mi	Ratio	5.14
Rear Axle Weight	23,000 lb	Suspension	Spring
VIN	1HTWAAAR25J047619	Transmission	Automatic

https://www.truckpaper.com/listings/trucks/for-sale/302458639/2005-international-7300?print=1 1/1

5/13/2019 2007 INTERNATIONAL 7400 For Sale In Manchester, New Hampshire | TruckPaper.com

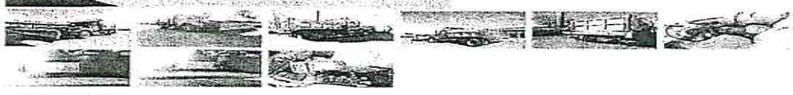
2007 INTERNATIONAL 7400 For Sale In Manchester, New Hampshire

For Sale Price: $42,900



Contact Information

LIBERTY INTERNATIONAL TRUCKS
9 Manchester, New Hampshire 03103
Phone: (603) 246-5403
Contact: Sales Staff Manchester



Description

DT570 285HP, Allison Auto, 16K Front, 23K Locking Rear on Springs, 10' Stainless Steel dump with tailgate spreader, Power Angle plow with wing, 46,000 miles

Specifications

Quantity	1	Stock Number	14028
Year	2007	Manufacturer	INTERNATIONAL
Model	7400	Condition	Used
A/C	Yes	Number of Rear Axles	Single
Color	Blue	Differential Lock	Yes
Drive	4x2	Drive Side	Left Hand Drive
Engine Manufacturer	International	Engine Brake	Yes
Engine Type	DT570	Front Axle Weight	10,000 lb
Fuel Type	Diesel	Gross Vehicle Weight	30,220 lb
Gross Vehicle Weight Rating	Class 8: 33,001 pounds or greater	Horsepower	285
Ratio	5.38	Mileage	46,628 mi
Suspension	Spring	Rear Axle Weight	23,000 lb
Transmission Type	Allison	Transmission	Automatic
Wheelbase	161 in	Turbo	Yes
VIN	7J430161	Wheels	All Steel

https://www.truckpaper.com/listings/trucks/for-sale/321768035/2007-international-7400?print=1 1/1

WCHD
2019 Paving Projects

Fund	ROAD TYPE	DISTRICT	ROAD NAME	FROM	TO	ROAD LENGTH	PAVEMENT TREATMENT	TYPE OF STRIPE	TREATMENT COST EST	STRIPE COST EST	OTHER WORK COST EST	TOTAL ESTIMATED COST
EDIT		1	Clearview	Valleybrook	Trailwood	2,472	Resurface		143,000.00			143,000.00
EDIT		1	Valleybrook	Cul-de-sac	Cul-de-sac	596	Resurface		32,850.00			32,850.00
EDIT		1	Southern Trace	Oak Grove	Clearview	642	Resurface		24,005.00			24,005.00
EDIT		1	Hickory View	Oak Grove	Clearview	600	Resurface		20,400.00			20,400.00
EDIT		1	Boyer Road	Old SR 66	Dead End	381	Resurface		8,210.00			8,210.00
EDIT		1	Sheffield Ct	Bridgestone	Dead End	555	Resurface		22,750.00			22,750.00
EDIT		1	Wexford	Bridgestone	Dead End	555	Resurface		28,700.00			28,700.00
EDIT		1	Waterford	Cul-de-sac	Cul-de-sac	835	Resurface		34,301.00			34,301.00
EDIT		1	Briarcliff	Laurel Ridge	Concrete	142	Resurface		3,800.00			3,800.00
EDIT		1	Laurel Ridge	Lakeridge Dr	Woodbridge Drive	2,123	Resurface		69,700.00			69,700.00
EDIT		1	Glenstone	Laurel Ridge	Dead End	130	Resurface		8,610.00			8,610.00
EDIT		1	Kenyon Ridge	Laurel Ridge	Dead End	150	Resurface		10,080.00			10,080.00
EDIT		1	Ledgewood Ct	Laurel Ridge	Dead End	130	Resurface		9,850.00			9,850.00
EDIT		1	Stacer Road	SR662	Pollack	2,550	Resurface		57,910.00	680.00		58,590.00
EDIT		1	State Street	Chandler Limits	End of HMA	4,449	Skip Pave		88,800.00	1,200.00		90,000.00
EDIT		1	Asbury Parke Sub			1,168	Resurface		30,700.00			30,700.00
EDIT		1	Russel	Plank	Gardner	4,635	Resurface		92,800.00	1,200.00		94,000.00
												0.00
												0.00
												0.00
												0.00
EDIT		2	Waters Edge	Twin Lakes	Zoar Church	4,518	Resurface		120,600.00			120,600.00
EDIT		2	Tennyson Road	Boonville Limits	Franz Road	16,791	Skip Pave		227,000.00	4,400.00		231,400.00
EDIT		2	Shelton Road	Folsomville	Johnson	3,327	Resurface		76,100.00			76,100.00
EDIT		2	Crowville	Shelton	Folsomville	6,873	Resurface		92,400.00			92,400.00
EDIT		2	Hachmeister Road	Degonia	End of HAC	1,350	Resurface		28,100.00			28,100.00
LRS/MVH		2	Mars			5,300	ChipSeal		56,000.00			56,000.00
LRS/MVH		2	Packinpaw			3,900	ChipSeal		32,000.00			32,000.00
LRS/MVH		2	Trails End			2,200	ChipSeal		17,000.00			17,000.00
LRS/MVH		2	Cardinal Lane			1,750	ChipSeal		11,000.00			11,000.00
LRS/MVH		2	Greenbriar			600	ChipSeal		5,000.00			5,000.00
LRS/MVH		2	Scales Lake	Campsites	Mainroad	4,844	Resurface		66,350.00			66,350.00
												0.00
												0.00
EDIT		3	Barren Fork	Ashby	Folsomville	11,040	Resurface		187,500.00	2,900.00		190,400.00
EDIT		3	Scales	Barren Fork	South	1,200	Resurface		17,500.00			17,500.00
EDIT		3	Bass Road	Barren Fork	South	1,000	Resurface		17,500.00			17,500.00
EDIT		3	Nickens	Gentry	Folsomville Road	2,728	Resurface		48,000.00			48,000.00
EDIT		3	Gentry Road	Nickens	Folsomville Road	3,984	Resurface		55,500.00			55,500.00
EDIT		3	Folsomville Road	Johnson	Lincoln Trail	8,802	Skip Pave		148,500.00			148,500.00
EDIT		3	Vincennes	Yellowbanks	End of HMA	3,000	Resurface		75,100.00			75,100.00
EDIT		3	Doran	Spurgeon	900 ' east	900	Resurface		18,200.00			18,200.00
EDIT		3	Maxville	SR 161	County Line	8,469	Resurface		152,700.00	2,200.00		154,900.00
LRS/MVH		3	Hible			6,470	Chipseal		48,500.00			48,500.00
LRS/MVH		3	Chinn			1,700	Chipseal		14,500.00			14,500.00
LRS/MVH		3	Hunt Trail	Taylorville	South 900'	900	Chipseal		6,800.00			6,800.00
LRS/MVH		3	Geyer	SR161	West	900	Chipseal		5,800.00			5,800.00
LRS/MVH		3	Kelly	Folsomville	West	1,800	Chipseal		13,500.00			13,500.00
LRS/MVH		3	Smith/Kelly	Philips	Folsomville	4,750	Chipseal		35,000.00			35,000.00
lrs		3	Wilson Lane	sr 161	Dead End	4,000	Chipseal		22,000.00			22,000.00
												0.00
							Road Striping			80,000.00		80,000.00
												0.00
				Miles		25.62						0.00
							Road Striping			92,580.00	50.00	$2,397,196.00
				Budget	$2 million	EDIT		TOTAL $$ PHASE	$2,304,616.00	$185,160.00		

2019Paving ListPhase 1

SUPPLEMENTAL AGREEMENT NO. 6

This supplemental agreement made and entered into this 13 day of May, 2019, by and between Warrick County, Indiana, acting by and through its proper officials, hereinafter referred to as the "Local Public Agency" or "LPA", and Clark Dietz, Inc., Consulting Engineers, hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the Local Public Agency and the Consultant did, on March 28, 2016, enter into an Agreement for providing engineering services for the design and preparation of construction plans for proposed roadway improvements on Bell Road from High Pointe Drive to Telephone Road (Des. No. 1401384), and

WHEREAS, it has been determined by the Local Public Agency that additional services are now required to: perform topo survey and design updates at areas of changed conditions since original 2016 survey; perform additional right of way engineering on parcels 6 and 64; negotiate reimbursement agreements with four utilities; and appraise and acquire parcel 6 as a fee taking and an easement; and

WHEREAS, in order to provide for completion of these services it is necessary to amend and further supplement the original Agreement by $13,815.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

A. The original Contract is amended to provide for the additional services required to include the final appraisal types and review appraisal types specified for the project.

B. Amount of Payment Section of Appendix D of the original Agreement is amended to read as follows:

1. The total compensation for this Agreement shall not exceed $1,328,610.00 unless approved in writing by the LOCAL PUBLIC AGENCY.
2. The following is a breakdown of the supplemental items of work to be performed under this agreement and the fees for each item:

IN WITNESS WHEREOF, the parties hereto have made and executed this SUPPLEMENTAL AGREEMENT the day and year first mentioned above.

CONSULTANT
Clark Dietz, Inc.

Wes Christmas, P.E. Senior Vice President

ATTEST:

Kevin Hetrick, P.E. Project Manager

LOCAL PUBLIC AGENCY
Warrick County
Board of County Commissioners

Dan Saylor, President

Robert Johnson

Terry Phillippe

PRELIMINARY ENGINEERING SERVICES

As previously discussed with Warrick County Highway, the tasks from the March 28, 2016 original contract and Supplemental Agreements #1, #2, #3, #4, and #5 are combined as follows.

Topographic Survey	$51,700.00[1]
Right of Way Engineering	$82,700.00[2]
Geotechnical Investigation and Pavement	$66,320.00[3]
Design	$481,300.00[4]
Utility Coordination	$53,300.00[5]
Title Research	$28,000.00[6]
Detention Study	$13,800.00[7]
Detention Pond Design	$26,375.00[8]
Environmental Documents and Permits	$64,800.00[9]
	$862,295.00

1 - $49,700 from original contract and $2,000 from Supplemental Agreement #2
2 - $80,200 from original contract and $2,500 from Supplemental Agreement #4
3 - $59,020 from original contract and $1,300 from Supplemental Agreement #4
4 - $44,700 Project Management from Original Contract; $360,900 Design from Original Contract; $63,500 for Engineering Assessment from Original Contract; $2,000 for Project Management from Supplemental Agreement #1; and $10,200 for Right of Way Plans from Supplemental Agreement #2
5 – From original contract
6 – T&E Reports and Updates from Supplemental Agreement #1
7 – From Supplemental Agreement #3
8 – From Supplemental Agreement #4
9 - $44,600 from Original Contract and $20,200 from Supplemental Agreement #4

Additional Preliminary Engineering work in Supplemental Agreement #6 is:

Topographic Survey	$890.00[10]
Right of Way Engineering	$425.00[11]
Design	$2,300.00[12]
Utility Coordination	$5,500.00[13]
TOTAL –	$9,115.00

10 – Sub-consultant Morley Architects and Engineers will provide topographic survey pick-up of the new driveway locations that have been constructed in the corridor since the original 2016 survey.
11 - Sub-consultant Morley Architects and Engineers re-staked parcel 64, as the farmer who rents the land had questions about access and use for his farm equipment. Parcel 6 will be split into a fee taking and a separate easement area; Morley updated the engineering for this easement acquisition.
12 Design updates at final tracings based on changed field conditions since original 2016 survey. See #10 for additional information. Fee is developed using rates from original contract, with 2 hours of Project Manager, 8 hours of Project Engineer, and 8 hours of Senior Technician
13 The original contract assumed one reimbursable utility agreement. There are four reimbursable utility agreements and associated subordination agreements. Fee is developed using rates from the original contract, with 4 hours of Project Manager, 16 hours of Project Engineer, and 24 hours of Senior Technician.

RIGHT-OF-WAY SERVICES (APPRAISING AND ACQUISITION)

The Consultant shall receive unit cost payment for the work performed under this Contract related to Right-of-Way Services (not to exceed $). The numbers in black are cumulative from Supplemental Agreements #2, #4, and #5. The revised not to exceed amount following Supplemental #6 is $457,200.00, an increase of $4,700; this increase is additional appraisal and appraisal review fees associated with parcel 6 being split into a fee taking and an easement.

Task	No. of Parcels	Per Parcel Amount*	Total
Right of Way Management	~~62~~	$1,000.00	$67,000.00
	68		$68,000.00
Appraisal Problem Analysis Report	68	$225.00	$15,300.00
Waiver Valuation Report	21	$600.00	$12,600.00
Value Finding Appraisals	11	$1,700.00	$18,700.00
Residential Long Form Appraisals	35	$4,000.00	$140,000.00
Short Form Appraisal	~~1~~	$2,500.00	~~$2,500.00~~
	2		$5,000
Review Appraisals (Waiver Valuation)	21	$350.00	$7,350.00
Review Appraisals (Value Finding)	11	$850.00	$9,350.00
Review Appraisals (Residential Long Form)	34	$1,900.00	$64,600.00
Review Appraisals (Short Form)	~~1~~	$1,200.00	$1,200.00
	2		$2,400.00
Negotiations	67	$1,700.00	$113,900.00
TOTAL (Right-of-Way Services)			~~$452,500.00~~
			$457,200.00

Version 6-8-2017

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2019 ("Effective Date") by and between Warrick County, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and ROAW Corporation ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana].

Des. No.: 1592154

Project Description: Bike and Pedestrian Facilities on Vann Road from SR 261 to Casey Road; Casey Road from Castle South Middle School to SR 261; from Oak Ridge Subdivision to Castle North Middle School; Old Hickory Subdivision to SR 261

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

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

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I **SERVICES BY CONSULTANT**. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II **INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA**. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III **TERM**. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be July 31, 2021. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV **COMPENSATION**. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed $ $1,665.00.

SECTION V **NOTICE TO PROCEED AND SCHEDULE**. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

Version 6-8-2017

SECTION VI **GENERAL PROVISIONS**

1. **Access to Records**. The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**

   A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

   B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit**. The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant**. The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**

   A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

      i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.

iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.

vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.

C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:

i. terminate this Contract; or

ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following insurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

> The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity

Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. **Non-Discrimination.**

A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds: sex, ancestry, age, income status, religion and disability).

E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, leasors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, leasors or material suppliers, who participate in construction, right-of-way clearance and related projects.

G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

H. During the performance of this Contract, the CONSULTANT, for itself, its assigaees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

(1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for SUBCONSULTANTS, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or

(b) cancellation, termination or suspension of the Contract, in whole or in part.

(6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. **Disputes.**

A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.

B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. **Drug-Free Workplace Certification.**

A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.

B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;

v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana, and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.

20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

21. **Insurance - Liability for Damages.**

A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification Work Types 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than $250,000.00 professional liability insurance per claim and $250,000.00 aggregate for all claims for negligent performance. For Work Types 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than $1,000,000.00 per claim and $1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification Work Types 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry $1,000,000.00 per occurrence, $2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.

2. The policy shall provide thirty (30) days notice of cancellation to LPA.

3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than $1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
   a. United States Longshoremen & Harbor workers
   b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of $5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Mr. Robert Howard, PE, RRC
Warrick County Highway Engineer
Courthouse, Room 208
107 W. Locust Street
Boonville, IN 47601

Notices to the CONSULTANT shall be sent to:

Troy Woodruff, Co-President
ROAW Corporation
8770 North Street, Suite 110
Fishers, IN 46038

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for $100,000 or more, the CONSULTANT:

   i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

   ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and

   iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. **Severability.** The invalidity of any section, subsections, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

Mr. Robert Howard, PE, RRC
Warrick County Highway Engineer
Courthouse, Room 208
107 W. Locust Street
Boonville, IN 47601

31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. **Termination for Convenience.**

   A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

   B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to

the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if

(i) the CONSULTANT fails to:

1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;

2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

(ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.

38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
RQAW Corporation

Lisa Cunler, Director of Roadway Services

LOCAL PUBLIC AGENCY
Warrick County Board of Commissioners

Dan Saylor, District 1

Kenneth Gabbard, District 2

Robert Johnson, District 3

Version 6-8-2017

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

Task 1 Appraising Services

1. The CONSULTANT is to provide real estate appraisals and prepare appraisal reports in accordance with the INDOT Real Estate Division Manual.
2. The CONSULTANT agrees to furnish LPA/INDOT all comparables used in the report, attached to each report and an electronic file (compact disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished to LPA/INDOT.
3. The Appraiser agrees to furnish appraisals in an original plus three copies, an electronic file (Compact Disc media) and one copy on green paper for disbursement to the parcel owner.
4. The appraisal will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in the INDOT Real Estate Division Manual (.pdf file format is available on the INDOT website) and/or conferences between the parties.
5. While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA/INDOT and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA/INDOT, the CONSULTANT shall inform LPA/INDOT, in writing, of any such defect, error, or omission which cannot be resolved without altering the design.
6. The CONSULTANT agrees to update reports at the request of LPA/INDOT and/or testify on behalf of LPA/INDOT, on any parcels should he/she be required to do so by LPA/INDOT.
7. The Consultant shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for each parcel assigned by LPA/INDOT.

Task 2 Review Appraisal Services

1. The CONSULTANT agrees to furnish LPA/INDOT all comparables used in the report, attached to each report and an electronic file (compact disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished to LPA/INDOT.
2. The CONSULTANT agrees to furnish reviews in an original plus three copies, an electronic file (compact disc media) and one copy on green paper for disbursement to the parcel owner if there is a building in the acquisition or an original plus two copies and one copy on green paper for disbursement to the parcel owner if no building is acquired.

Version 6-8-2017

3. The Consultant agrees to make the Review Appraisal Report/Appraisal Problem Analysis Report of each and every parcel.
4. The Review Appraisal Report/Appraisal Problem Analysis Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in the INDOT Real Estate Division Manual (.pdf file format is available on the INDOT website) and/or conferences between the parties.
5. While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The Consultant is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA/INDOT and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA/INDOT, the CONSULTANT shall inform LPA/INDOT, in writing, of any such defect, error or omission which cannot be resolved without altering the design.
6. The CONSULTANT agrees to updating reports at the request of LPA/INDOT and/or testify in court on behalf of LPA/INDOT, on any parcels should he/she be required to do so by LPA/INDOT.
7. The CONSULTANT shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for each parcel assigned by LPA/INDOT.

Task 3 Negotiation Services

1. The CONSULTANT shall make every reasonable effort to acquire assigned parcels expeditiously.
2. The CONSULTANT shall make a prompt offer to acquire each parcel for the full amount, which has been established and approved by LPA/INDOT as just compensation for the acquisition. The offer shall be made in a Uniform Land and Easement Acquisition Offer letter which shall be given to each parcel owner in person or sent by certified mail with return receipt requested. The CONSULTANT shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished the owner shall only be on light green paper) written statement explaining the basis for the amount, which has been established. In accomplishing the above, the CONSULTANT shall do the following:
   a. Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
   b. No later than the first contact where the offer is discussed, the CONSULTANT shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges and obligations.
3. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the CONSULTANT and approved by INDOT.
4. A revised offer and summary statement of just compensation shall be provided the owner if:
   a. The extent of the taking is revised, or
   b. The approved estimate of just compensation is revised by the Review Buyer, or
   c. If the purchase of excess land requires a new or revised SJC.

Version 6-8-2017

5. The CONSULTANT shall maintain adequate records to include a report for each parcel containing but not limited to:
   a. The date and place of contact,
   b. The parties of interest contacted,
   c. The offer made,
   d. The counter offer or reasons offer was not accepted,
   e. The signature of the CONSULTANT, date, and initials of the person contacted.
6. The property owner must be given a copy of the report on each contact.
7. The CONSULTANT further agrees that the parcel(s) shall be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989 and all attachments and amendments thereto. Said Title CFR Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the INDOT Real Estate Division Manual, this "Appendix "A", and any necessary interpretation of these furnished by INDOT. Any parcel that does not meet such requirements shall be further documented without additional compensation to the CONSULTANT.
8. When attempts to buy are successful, a signed statement is to be prepared by the CONSULTANT to the effect that:
   a. The written agreement secured, embodies all considerations agreed to by the property owner;
   b. The CONSULTANT has no direct or indirect, present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property; and
   c. The agreement was reached without coercion of any type.
9. When attempts to buy are unsuccessful, the CONSULTANT shall record his recommendation for action and submit it to INDOT:
   a. The recommendation shall consider administrative settlement, include the amount of settlement and reasons for a settlement,
   b. Otherwise, a condemnation report shall be filled out and submitted with the completed file.
10. The CONSULTANT shall provide an updated title and encumbrance report upon submission of any secured or condemned parcel.
11. The CONSULTANT shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for each parcel assigned by LPA/INDOT, based on the current standards set by INDOT's Central Office.

Task 4 Right-of-Way Management

The CONSULTANT shall coordinate all of the right of services related activities and make sure to complete all of the activities complete within the established schedule by LPA/INDOT.

The CONSULTANT shall provide weekly progress reports for all activities related to right-of-way services to LPA/INDOT.

Version 6-8-2017

The CONSULTANT shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for each parcel assigned by LPA/INDOT, based on the current standards set by INDOT's Central Office.

- Remainder of page intentionally left blank -

Version 6-8-2017

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. LPA/INDOT, consistent with its requirements, shall furnish the CONSULTANT a description of the property or properties to be appraised. LPA/INDOT will also furnish the CONSULTANT a legal description of the Right-of-Way to be taken on each parcel and a certificate or an abstract of title on each parcel, together with Right-of-Way plans for said parcel.
2. In the event additional Appraisal Report/Appraisal Problem Analysis Reports are necessary for any parcels not herein designated that later may be necessary to be made under this project, an additional fee estimate sheet will be submitted covering the additional parcels, with the fee being determined by the method used on similar properties, and a supplemental agreement entered into.
3. Should the quality or progress of the Review Appraisal Report be unsatisfactory, LPA may terminate the services of the CONSULTANT. The CONSULTANT will be compensated on a pro rata basis for the amount of work completed in relationship to the overall quoted fee and such work as completed shall then be the sole property of LPA.
4. The needed forms and brochures to secure and/or condemn the parcel.
5. Access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
6. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the Project.
7. Designate an LPA representative with decision making authority regarding the Project
8. Utility plans available to INDOT/LPA, including the location of signals and underground conduits throughout the affected areas
9. The LPA shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the LPA's needs and interests.

Version 6-8-2017

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

(TO BE DETERMINED)

Right-of-way services-related activities are to be completed 60 calendar days before Tracings Submittal (estimated June 29, 2020)

Version 6-8-2017

APPENDIX "D"

COMPENSATION:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed **$81,665.00**, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.

2. The CONSULTANT will be paid for the services performed under this Agreement on a unit cost basis in accordance with the INDOT Real Estate Services Fee Schedule in effect at the time that the Notice to Proceed is issued for right-of-way acquisition services.

3. Twelve parcels are assumed, as detailed below, and INDOT's January 2019 right-of-way acquisition rates (see Appendix D-1) have been used in calculating the not-to-exceed fee. Should the actual number or type of parcels differ, or if the applicable rates change, CONSULTANT's fee will be adjusted accordingly.

   a. Value Finding Appraisals 5

   b. Short Form Residential Improved Appraisals 5

   c. Long Form Commercial Unimproved Appraisals 2

4. The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or not required to develop this project.

5. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each invoice shall be subject to approval as reasonable by INDOT prior to any reimbursement therefore.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice vouchers shall represent the value, to LPA, of the partially complete work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each task in Section A.2 of this Appendix, including percentage completed and prior payments.

2. LPA, for and in consideration of the rendering of the services provided for in Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:

   a. For each task, and upon receipt of invoices from the CONSULTANT and the approval thereof by LPA, payments covering the work performed shall be due and payable to the CONSULTANT, such payments to be equal to an amount arrived at by multiplying the percentage of the specified work by the fee heretofore set forth. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

   b. Upon approval by LPA, after submittal of the completed work, a sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under section B.2.a of this Appendix "D", shall be due and payable to the CONSULTANT.

Version 6-8-2017

3. The CONSULTANT shall only bill for work completed on the above tasks. If any task is eliminated, then no additional billing will be allowed. If a portion of work is completed for a task then the CONSULTANT shall bill for the services completed.

4. If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 13 of this Agreement or the CONSULTANT's last known address.

Version 6-8-2017

APPENDIX D-1
INDOT RIGHT-OF-WAY FEE SCHEDULE

Report Type	Per-Parcel Fee
Right-of-Way Management	$1,075
Appraisal Services	
Waiver Valuation: Any Property Type (Improved or Unimproved)	$645
Value Finding: Any Property Type (Improved or Unimproved)	$1,830
Short Form: Any Property Type (Improved or Unimproved)	$2,690
Short Form: Residential / Ag (with affected improvements or a total take)	$3,010
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	$4,300
Long Form: Any Property Type (Unimproved)	$3,230
Long Form: Residential / Ag (Improved)	$4,300
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	$10,760
Excess Land Appraisal	$615
Review Appraisal Services	
Appraisal Problem Analysis (APA)	$240
Waiver Valuation: Any Property Type (Improved or Unimproved)	$380
Value Finding: Any Property Type (Improved or Unimproved)	$920
Short Form: Any Property Type (Improved or Unimproved)	$1,290
Short Form: Residential / Ag (with affected improvements or a total take)	$1,455
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	$2,050
Long Form: Any Property Type (Unimproved)	$1,535
Long Form: Residential / Ag (Improved)	$2,050
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	$4,950
Buying	
Total/Partial Acquisition	$1,930
Temporary/Access Rights	$1,605
Buying Review	$310

Contract No:R -36005 Change Order No.: 003

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information
District:VINCENNES DISTRICT
Contract No.: R -36005
AE:Schum, Curtis
Letting Date:01/18/2018
PE/S:Price, Tyler
Status:Draft

Change Order Information
Date Generated: 00/00/0000
Change Order No.: 003
Date Approved: 00/00/0000
EWA: Y or Force Acct: N
Reason Code: CHANGED COND, Constructability Related
Description: Modular Block Wall with No-Fines Concrete

Original Contract Amount	$ 3,699,098.14	
Current Change Order Amount	$ 3,398.90	Percent: 0.092 %
Total Previous Approved Changes	$ 2,542.64	Percent: 0.069 %
Total Change To-Date	$ 5,941.54	Percent: 0.161 %
Modified Contract Amount	$ 3,705,039.68	

Time Extension Information
Date Initiated 00/00/0000
Date Completed 00/00/0000

Original Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description:
Current Time Extension
SS Days 0 SP Days 0 SP Days Value $ 0.00

Previous Time Approved
SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____
SS Days_____ SP Days Value $ _____

Revised Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

Contract No:R -36005 Change Order No.: 003

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 2

Review and Approval Information
Required Approval Authority
($ per Change Order)
(Days per Contract)
AE: ____ DCE: ____ SCE: ____* DDCM: ____*
(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by_____ Date Issued_____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager_____

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____
Date to PM_____ Date Returned_____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by_____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by_____ Date_____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA_____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -36005 INDIANA Date:04/18/2019
Change Order No:003 Department of Transportation Page: 3

Contract: R -36005
Project: 0500641 - State:0500641
Change Order Nbr: 003
Change Order Description: Modular Block Wall with No-Fines Concrete
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment		Amount Change	
0025	0500641	0025	211-09266	CYS	40.000	-105.500		C	Amount:$	-4,220.00
Item Description: STRUCTURE BACKFILL, TYPE 3										
Supplemental Description1:										
Supplemental Description2:										
0104	0500641	0104	732-11812	SFT	11.250	-610.000		C	Amount:$	-6,862.50
Item Description: MODULAR BLOCK WALL, WITH GROUND REINFORCEMENT										
Supplemental Description1:										
Supplemental Description2:										
0134	0500641	0134	732-11810	SFT	23.740	610.000		C	Amount:$	14,481.40
Item Description: MODULAR BLOCK WALL										
Supplemental Description1: No-Fines Concrete Backfill										
Supplemental Description2:										

Total Value for Change Order 003 = $ 3,398.90

Wherease, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

This change order is to add an item for Modular Block Wall with No-Fines Concrete Backfill. The No-Fines Concrete Backfill eliminates the need for ground reinforcement, therefore this change order also eliminates quanity from the existing items, Modular Block Wall with Ground Reinforcement and Structure Backfill, Type 3. The basis of use for the backfill will be valued due to the small quantity. This change was required because there was not enough right-of-way around the radius at Southern Trace to install the ground reinforcement during construction of Retaining Wall #1. No time extension will be given. This change order has been discussed with the INDOT project manager.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: Dean Drees Ragle, Inc Signed By: Dean Drees

Date: 4/23/19

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -36005
Change Order No:003

INDIANA
Department of Transportation

Date:04/18/2019
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE)

(SIGNATURE) (TITLE) (DATE)

SUBMITTED FOR CONSIDERATION

PR/S Jamie Beck

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status

RAGLE INC.

April 5, 2019

Mr. Tyler Price
Project Engineer
StructurePoint

RE: R-36005-A Change Order Proposal – Wall #1

Dear Mr. Price:

Per your request, Ragle, Inc. is submitting the following change order proposal to replace the Structure Backfill Type 3 and Geogrid Reinforcing on Wall #1 with No Fines Concrete. Pricing has been prepared utilizing mark-ups per Indiana Department of Transportation Standard Specification 109.05 "Extra Work and Force Account Work." The pricing breakdown is attached for your review. This pricing is based on the Quantities provided to Ragle, Inc. via email from Lochmueller Group on January 8, 2019. This price does not include the erection of the wall which should be paid for as Line Item 103 Modular Block Wall Erection.

We trust this meets your requirements. If questions or comments arise please feel free to contact me at your earliest convenience.

Cordially,

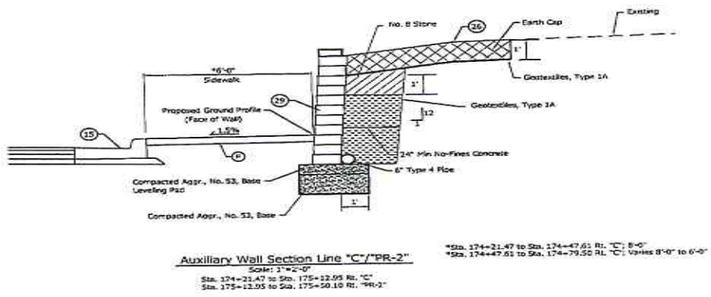
Dean Drees

Dean Drees
Ragle, Inc.
Project Manager
Cc: Ragle, Inc. File #2018-001
Jason Ragle

- 1 - 4/5/2019

R-36005-A Wall #1 Cost Breakdown
4/4/2019

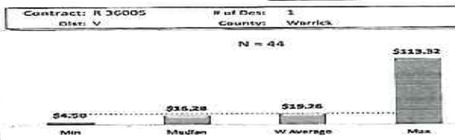
Bidtem	Description	Quantity	Units	Total Bid Unit Price	Labor Cost	Labor Mark-Up	Labor Total	Material Cost	Material Mark-Up	Materials Total	Equipment Cost	Equipment Mark-Up	Equipment Total	Total Bid Price
1	Modular Block Wall W/ No Fines Concrete	610.00	SFT	$ 23.74	$ 2,978.84	20%	$ 3,572.21	$ 8,069.93	12%	$ 8,871.12	$ 1,727.83	12%	$ 1,935.17	$ 14,478.80



Item Selected: 732-11810 | Item Desc: Modular Block Wall | Contract No: 36005 (New item in contract)

Contract: R 36005 | Dist: V | # of Des: 1 | County: Warrick | Awarded: 01/26/2018 | Award $: $3,699,098.14 | Work Type: Added Travel Lanes | Prime Contractor: Ragle, Inc.

N = 44



Filtered Data		*2) Enter Range
Min Quantity:	102	100
Max Quantity:	4735	5000
Min Award:	$1,066,781	$1,000,000
Max Award:	$18,870,698	
From Year	2013	
Until Year	2019	

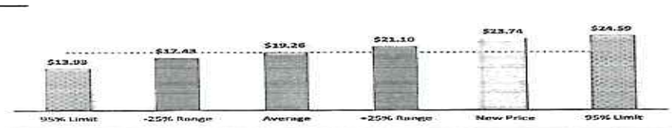
N:	44
Min:	$4.50
Max:	$113.32
Straight Av.:	$21.50
Weighted Av.:	[illegible]
Median	$16.28
Std Dev.	$18.04

*3) Optional: % of Price Range to be included (Default 50%):

50.0%	(or: +/- 25% from average)	
from:		to:
$17.43	< 50% Range <	$21.10
$13.03	< 95% Confid. <	$24.59
	(95% or +/- 47.5 % from average)	

Unit: SFT

*4) New Price: $23.74 At 43% from average (within 95% range)



Unit (Must show one only)	Optional: Pre	Optional: Letting Year	Optional: Dist
SFT	B, IR, R, RS, T	2019, 2018, 2012, 2016, 2015, 2014, 2013	C, F, G, L, S, V

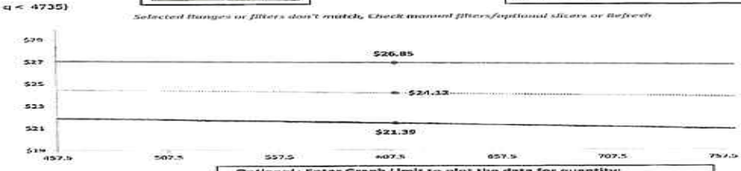
Advanced: Forecasting and Predicting the Price of Specific Quantity (using Some Selected Ranges, without slicers or manual filters)

1) Click On :
2) Select Yes: Selected Item? Yes
3) One Unit only: Unit SFT
4) Enter quantity 610 (102 < q < 4735)
5) Enter Range: 50%
6) Resize Chart

Selected Ranges or filters don't match. Check manual filters/optional slicers or Refresh

	Unit Price
Higher Estimate	$26.85
Middle Estimate	$24.12
Lower Estimate	$21.39

Total Amount: $14,713.20



Optional: Enter Graph Limit to plot the data for quantity:
25% Below, or 457.5
25% Above, or 762.5

Comments:
Modular block wall price includes no-fines concrete backfill

Name:
Date:

Baehl, Jamie

From: Phillippe, Lora <LPhillippe@indot.IN.gov>
Sent: Thursday, April 18, 2019 9:51 AM
To: Baehl, Jamie
Subject: RE: R-36005 Change Orders 3 & 4

Thanks Jamie!

If Curt is ok with them, then I am ok with them.

Thanks for letting me know ☺

Lora Phillippe
Project Manager
3650 South U.S. Highway 41
Vincennes, IN 47591
Office: (812) 895-7336
Cell: (812) 881-1191
Email: lphillippe@indot.in.gov

Click Here To Sign Up for INDOT Project Email and Text Alerts!

Contract No:R -36005 Change Order No.: 004
Page: 1

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information
District:VINCENNES DISTRICT
Contract No.: R -36005
AE:Schum, Curtis
Letting Date:01/18/2018
PE/S:Price, Tyler
Status:Draft

Change Order Information
Date Generated: 00/00/0000
Date Approved: 00/00/0000
EWA: N or Force Acct: N
Change Order No.: 004
Reason Code: STANDARDS/SPECS CHANGE, Spec Change Only
Description: INDOT Memo 19-03 (Revised)

Original Contract Amount	$ 3,699,098.14	
Current Change Order Amount	$ 0.00	Percent: 0.000 %
Total Previous Approved Changes	$ 2,542.64	Percent: 0.069 %
Total Change To-Date	$ 2,542.64	Percent: 0.069 %
Modified Contract Amount	$ 3,701,640.78	

Time Extension Information
Date Initiated 00/00/0000
Date Completed 00/00/0000

Original Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description:
Current Time Extension
SS Days 0 SP Days 0 SP Days Value $ 0.00

Previous Time Approved
SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____
SS Days_____ SP Days Value $ _____

Revised Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

Contract No:R -36005 Change Order No.: 004
Page: 2

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information
Required Approval Authority AE:_____ DCE:_____ SCE:_____ * DDCM:_____ *
($ per Change Order) (- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by_____ Date Issued_____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____
Date to PM_____ Date Returned_____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by_____ Date_____
If N,Resolution: Approved _____ Disapproved _____
Resolved by_____ Date_____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA_____ Date Returned_____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -36005
Change Order No:004

INDIANA
Department of Transportation

Date:04/18/2019
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE)

(SIGNATURE) (TITLE) (DATE)

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status

Change Order #4 is located on File in its entirety in the Auditor's Office.

POWERPHONE

1321 Boston Post Rd
Madison, CT 06443
1.800.537.6607

Quote
Quote Number: 18487
Date: 03/26/2019
Sales Person: Ryane Quadrato
Valid Until: 06/30/2019

Bill To:	Ship To:
Warrick County Sheriff's Department PO Box 487 100 State Rd 62 West Boonville, IN 47601	Warrick County Sheriff's Department PO Box 487 100 State Rd 62 West Boonville, IN 47601

Protocol Tool

Quantity	Part Number	Product	List Price	Unit Price	Ext. Price	Discount
2	TRBRONZE	Total Response Bronze Package Includes: 2 CACH Lite full service licenses and user training	$1,998.00	$1,998.00	$3,996.00	$0.00
4	TRBMAINT	Annual Software Maintenance Due 13 months after software delivery	$99.90	$99.90	$399.60	100.00%

Subtotal:	$4,395.60
Discount:	$399.60
Discounted Subtotal:	$3,996.00
Tax:	$0.00
Shipping:	$0.00
Total:	$3,996.00

Grand Total

Currency:	USD	Subtotal:	$4,395.60
		Discount:	$399.60
		Discounted Subtotal:	$3,996.00
Tax Rate:	0.00%	Tax:	$0.00
Shipping Provider:		Shipping:	$0.00
		Total:	$3,996.00

1 / 1