WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
July 22, 2019
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

AREA PLAN COMMISSION
REZONING PETITIONS
OHIO TOWNSHIP PC-R-19-07
ORDINANCE 2019-16

Commissioner Saylor: Good afternoon, everybody. First item on the agenda is our APC and Sherri, you're up.

Sherri Rector: Okay, thank you. The only item I have tonight is Rezoning Petition. It is PC-R-19-07. Petitioner/Owner is Trustee of Ohio Township, by Chad Bennett, Trustee, to rezoning three point three-six-six (3.366) acres located on the east side of Old Plank Road north of the intersection formed by Old Plank Road and State Road 261 from A, Agriculture to C-3, Highway Commercial, Ohio Township. It was a unanimous recommendation of approval by the Planning Commission Board. Basically and Chad can add to it, but basically they're wanting to add on. They are right now legal non-conforming use and, which this zoning is now required for our Ordinance for years now. So, he's just coming in to compliance with our Zoning Ordinance.

Commissioner Saylor: State your name for the record.

Chad Bennett: Chad Bennett, Ohio Township Trustee. Thank you. Like Sherri said, we're just doing, we're remodeling an addition project where we're tearing down a good chunk of the fire station and rebuilding it, bringing the building into useable space for modern day firefighting equipment. One (1) of the drawings that's on there that you see is we're going to put in a drive through truck bay so trucks will be able to come in the back of the building, drive through, and be ready to head out the front. Currently they have to back up into an L-shaped garage. A lot of the bays aren't conforming to the length of the new fire trucks that we currently have. So, this will help us out a lot on our space. One (1) of the other things that we've been looking at, working, talking with Warrick EMS on is possibly adding on a bay that in the future could have an ambulance housed there for County ambulance service.

Commissioner Saylor: Chad, is that, is that on this drawing here?

Chad Bennett: The ambulance bay?

Commissioner Saylor: Yeah.

Chad Bennett: It's actually part of...

Commissioner Johnson: The very far left.

Chad Bennett: It'd actually be a part of this far left right here. That would be the ambulance bay door. But on this drawing right here, where it shows those same three (3) truck bays, this is the spot here where the ambulance could go so then you have a forward facing door. And then they would have their own separate living quarters off to the side. So, they would be totally separate from the fire house. They'd have their own kitchen and their own dorms. Everything about it would be self-sufficient. They would just be sharing a common truck bay. Same principle kind of like what's happening in the Newburgh Fire Station with the (inaudible) down there.

Commissioner Saylor: Chad, is that, I mean, is that a flat roof on that other, other building?

Chad Bennett: The roof looks like it's flat, but it actually pitches back. There's a parapet wall on the front. We are still finalizing our design on it. From the front, that roof might actually have kind of a curved front just for an aesthetic feel. But it all pitches to the very back of the building. So, it will not be flat. I do not like flat roofs. They do nothing but leak.

Commissioner Saylor: That's why I asked the question. Good deal. Commissioners? Any other questions?

Commissioner Johnson: I have none.

Commissioner Phillippe: Nope.

Commissioner Saylor: Does anybody in the audience want to speak for or against this project? No? Okay. Alright, with that...

Commissioner Johnson: I make a motion...

Sherri Rector: It will be County Commissioner Ordinance 2019-16.

Commissioner Johnson: Dash '16.

Sherri Rector: Um hum.

Commissioner Johnson: Make a motion to approve said Ordinance.

Commissioner Phillippe: I'll second that motion.

Commissioner Johnson: Can't see that far, Sherri.

Sherri Rector: Oh, okay.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Chad Bennett: Thank you, all.

Commissioner Saylor: Thank you, Chad. Appreciate it.

Sherri Rector: Thank you.

Commissioner Saylor: Looks good.

Chad Bennett: (Inaudible).

(Ordinance 2019-16 is located on Page 22 of these Official Minutes)

APPROVAL OF MINUTES
JULY 8, 2019

Commissioner Saylor: Next item on the agenda is Approval of our July 8th, excuse me. Sherri, you were finished, right? That's it?

Sherri Rector: Yes. Thank you.

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

Commissioner Phillippe: Make a motion to approve the Minutes.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

ITEMS FOR DISCUSSION
DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
BOONVILLE DOWNTOWN PLAZA – JBI CONSTRUCTION – PAY APPLICATION #5

Commissioner Saylor: Next item on the agenda is our Departmental Reports. We'll lead off with the County Administrator, Mr. Roger Emmons.

Roger Emmons: Thank you, Mr. President. First off is the County's share of the Boonville Downtown Plaza Project, JBI Construction, Pay App #5. You approved their #4 App at your July 8th meeting. This particular one (1) is in the amount of forty-one thousand eight hundred fifty-three dollars and twenty-two cents ($41,853.22) for work done in the month of May this year. If you approve this pay app, the balance to finish plus retainage would be eighty-seven thousand six hundred fourteen dollars fifty-three cents ($87,614.53).

Commissioner Saylor: If you approve this pay app balance, what's the, what's the retainage amount, Roger? Do you know?

Roger Emmons: Retainage amount right now is forty-one thousand one-ninety-seven-twenty-four ($41,197.24).

Commissioner Saylor: Say that again.

Roger Emmons: Forty-one thousand one-ninety-seven-twenty-four ($41,197.24).

Commissioner Saylor: So, Commissioners, that, if we approve this, we will still have the, have a, have one (1) more pay app and a retainage of that amount, still.

Roger Emmons: Well, it's showing the balance to finish plus the retainage is that eighty-seven-six-fourteen-fifty-three ($87,614.53).

Commissioner Saylor: So, you're saying after we pay this forty-one-eight…if we approve this forty-one-eight-fifty-three-twenty-two ($41,853.22) out of this, that, those two (2) numbers don't add up. You're saying we have this left?

Roger Emmons: Eighty-seven-six-fourteen-fifty-three ($87,614.53).

Commissioner Saylor: Right.

Roger Emmons: That's supposed to include that retainage.

Commissioner Saylor: Right. Right. Yeah. Okay. Got it. Alright, so do I have a motion?

Commissioner Phillippe: Make a motion to approve Pay Application #5.

Commissioner Johnson: I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you, Gentlemen.

(Pay Application #5 is located on Pages 22 through 23 of these Official Minutes)

ADMINISTRATIVE SERVICES AMENDMENT WITH MERITAIN HEALTH PHARMACY BENEFITS MANAGEMENT SCHEDULE

Roger Emmons: Next, we have an Amendment to Administrative Services with Meritain Health, INC. It's the Pharmacy Benefits Management Schedule. That's PBM. Dave Waltz our broker advised in his July 9th email that Meritain made an effort to compete with TrueScripts on pricing. They came up with a plan that contained some minor price reductions which amount to approximately sixteen thousand dollars ($16,000.00). Dave went ahead and authorized the change cause at that time he didn't know how long it was going to take for us to switch over to TrueScripts. And he advised it would be okay to sign because it did say it was a small amount. I don't know, the sixteen thousand ($16,000.00) over what time period that would be, but once Meritain of course receives the amendment, they'll draft another one (1) for this Board to sign to approve terminating the ScriptWorld PBM relationship. Terry signed this on July 9th subject to approval at this meeting. And I'd recommend you acknowledge Terry's signature and approve officially by motion for the minutes today.

Commissioner Saylor: Okay, do I have a motion?

Commissioner Johnson: I make that motion.

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, I have, I have one (1) question.

Roger Emmons: Okay.

Commissioner Saylor: Is this, when does this take effect?

Roger Emmons: We're switching to, well, this takes effect, I think he stated it went back to May 1st.

Commissioner Saylor: May 1st?

Roger Emmons: David did. But we're switching over to TrueScripts on August 1st. So, that's just in nine (9) days from today.

Commissioner Phillippe: So, this retroactively saves us sixteen thousand dollars ($16,000.00).

Roger Emmons: Yes, I believe that's the gist of it.

Commissioner Saylor: Okay.

Roger Emmons: Okay.

(Meritain Service Agreement is located on Pages 23 through 25 of these Official Minutes)

SRI
DISCUSS PROPOSED TAX SALE SERVICES SUPPORT ADDENDUM

Roger Emmons: Next item is to Discuss Proposed Tax Sale Services Support Addendum with SRI, INC. And I forwarded Judy Beem, our Treasurer's July 15th email. It had the addendum attached to you that day. I think Todd, yeah, Todd did comment that day via email and he'd like to provide more info at today's meeting and Judy and Debbie have already signed this addendum.

Todd Glass: Commissioners, I didn't have anything to comment on the support addendum to the contract with SRI. It is of course in proper form and ready for your approval. That's for the tax sale. My comment was just to point out to the Board that, and I don't know, Debbie, if you know when we last had a Commissioners' Deed Sale. But that is the next step after a tax sale that those properties that go unsold, instead of recycling them over and over to the same tax sale, you could take those tax certificates and complying with all the redemption periods and whatever, the Commissioners can take title to certain selected properties we believe can be sold. And then for example next spring, say like May, June, or even July; you want it done before July 1st. So, May or June, then you auction those properties you took title to and hopefully selling them to taxpayers who will get them back on to the tax rolls. One (1) key benefit of that would be to go ahead and to quiet title those properties also to make them a little more attractive. So, if that's something that the Board would like to consider doing in conjunction with the Auditor's Office and the Treasurer's Office, I think you ought to seriously consider it. The SRI Contract is in proper form for this tax sale. If, if, if you want to do that, I'm happy to work with you and map out with Judy and Debbie's assistance maybe what those parcels would be. There's a cost, but then you recoup those costs from the sale. The question is, if you have to advance some costs of the sale, that would be in the budget request of the Treasurer's Office, I think.

Commissioner Johnson: You're talking about for a Commissioners' Sale.

Commissioner Phillippe: So, that would be a 2020 thing because we've already certified (inaudible).

Todd Glass: Correct. Correct. The tax sale, when is the tax sale scheduled for, October?

Auditor Stevens: Um hum.

Todd Glass: Yeah, then you find which did not sell and after the redemption period, like the first of January, then that starts the process of getting prepared for a Commissioners' Deed Sale. So, this is a 2020 event. Most of the work would be in the first six (6) months of 2020 leading up to the sale. But then the auction, the, the, the strategy then is your auction like we did at Vanderburgh County is to recoup those costs and maybe have a little extra.

Commissioner Saylor: How many properties do you think?

Commissioner Johnson: For a Commissioners' Sale?

Commissioner Saylor: Yeah.

Auditor Stevens: I would be guessing. I'm certain we've had one (1) Commissioners' Sale since I've been in office. And it, taxes were reduced by probably fifty percent (50%) or less so it, it didn't, there weren't as many properties sold as what I believe the Commissioners had hoped would sell.

Roger Emmons: We've had around a hundred (100).

Auditor Stevens: I think people are looking for like lower, more reductions. And getting those back on the tax roll, that's the whole, that's the whole point of it.

Commissioner Johnson: There's several out there.

Auditor Stevens: It's to get them back on the tax roll.

Commissioner Johnson: (Inaudible).

Todd Glass: The trick I think though and what I'd recommend is, what's that?

Commissioner Johnson: Quiet title?

Todd Glass: Quiet Title is because that's a snazzy little twist to the Tax Sale Statute you can implement. And you can combine the petition for tax deed with a petition for Quiet Title. And the court would be, our courts would be willing to entertain that combination of those two (2) matters and you'd actually be selling Quieted Title parcels that the buyers then therefore do not have to go quiet themselves. And it makes for a much more attractive purchase. And so probably in general would attract better purchasers and better potential payers than you would if you were just asking them to buy a messed up piece of property with a lot of matters to be quieted. By combining the title with the petition for tax deed, you reduce those costs and you have some efficiencies go in there with improving the quality of the sale product. But, I don't know the number. But, let's say there's fifty (50).

Auditor Stevens: I think there will be more than that, cause we didn't certify some of those properties that can now go to Commissioners' Sale. They'll have to go through a tax sale again. So, there will be many more parcels on this fall's tax sale than say last fall cause we didn't tack on more fees. There was no point in running those through another regular tax sale and just adding more cost to them when they didn't sell in the prior Commissioners' sale or the prior tax sale. So, I will run more though this sale so that they can now be eligible in the spring for the Commissioners' Sale.

Todd Glass: But the Commissioners can select which ones they want to take deed to.

Auditor Stevens: Correct. Yes.

Todd Glass: And those would be the most attractive and most likely sells parcels. But, certainly would want to approve the SRI Contract for the tax sale and then if you wish I could always have one (1) more meeting with the Treasurer and the Auditor and project to you what I would anticipate could be done in a Commissioners' Deed Sale.

Roger Emmons: And I think the last Commissioners' Sale of tax sale certificates, we had around a hundred (100) parcels.

Commissioner Saylor: Okay. Alright. So do we need to make a motion to approve that?

Roger Emmons: Yes.

Commissioner Saylor: Alright.

Todd Glass: Yeah, it's for the Board, the Board's signatures. So, you have to approve the proposed SRI Tax Sale Service Addendum.

Commissioner Phillippe: I'll make that motion.

Commissioner Johnson: Second.

Commissioner Saylor: 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).

Roger Emmons: Thank you.

(SRI Contract Addendum is located on Pages 26 through 27 of these Official Minutes)

DISCUSS APPROVAL OF SPD LANGUAGE AND MEDICAL EXCLUSION CLAUSE FOR WARRICK COUNTY GOVERNMENT PRESCRIPTION BENEFITS FOR TRUESCRIPTS MANAGEMENT SERVICES

Roger Emmons: Next item is to discuss, Approval of the SPD Language, that's the Summary Plan Description Language. And the Medical Exclusion Clause for Warrick County Government Prescription Benefits. That's in conjunction with our switchover to TrueScripts Management Services, LLC as our PDM. Dave initially reviewed these and then he, I think it was just last Friday, we got the final review from him and he stated he recommends that you approve these. This will be the language that will be inserted into our, basically our health insurance plan to cover the switchover. Now we're using TrueScripts instead of ScriptWorld.

Commissioner Saylor: Okay. Do I have a motion to approve that language?

Commissioner Johnson and Commissioner Phillippe: I make the motion.

Commissioner Johnson: Sorry, Terry. I'll second.

Commissioner Phillippe: Okay.

Commissioner Saylor: So, Terry's first, Bob's second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(TrueScripts SPD Language is located on Page 27 of these Official Minutes)

ANJELA GURRALA
SOUTHWESTERN ADVANTAGE – APPEAL OF REVOCATION OF PEDDLER/SOLICITOR LICENSE ON JULY 17, 2019

Roger Emmons: Mr. President, I have one (1) last item. That is Anjela Gurrala. She's with Southwestern Advantage. She wants to present, I just received it today, her appeal of revocation of her Peddler/Solicitor License. She was informed of that on July 17th. I forwarded that to the Board, to Todd, and also to Sheriff Wilder this morning. The appeal based on the Nuisance, I'm sorry, the Peddler/Solicitor's Ordinance, was timely filed. And I'll have to defer to information the Board has received or Sheriff Wilder. This office didn't receive any official complaints other than hearsay.

Commissioner Saylor: Alright. Anjela, you want to approach? State your name and address for the record, please.

Anjela Gurrala: Anjela Gurrala. I live right now in Henderson, Kentucky with my host family. So, I guess 4833 Fruity Road, Henderson, Kentucky. I do not know the zip code.

Todd Glass: And if you don't mind, spell the last name for our records.

Anjela Gurrala: Oh, true. Oh, my first name is also spelled differently. A-n-j-e-l-a, and then G-u-r-r-a-l-a.

Todd Glass: Thank you.

Commissioner Saylor: Alright. And is it Anjela?

Anjela Gurrala: Yeah, it's just Anjela. It's just spelled weird.

Commissioner Saylor: So, basically, Anjela, we, you know, you've came in and applied for a permit of solicitation permit. We did get some complaints. I personally received two (2) phone calls from on-duty Sheriff's Deputies on wanting to know how, one (1), if you did have a permit, and that there was issues out there. So, I know those calls did not come into Roger. But, I received those personally and so then the next day I think I even called Roger and you were actually soliciting on an expired permit. Because it was, I think that day I called you, Roger, you said that it had expired the day before. Is that correct?

Roger Emmons: Yeah, it was, based on Anjela came in on June 15th and she paid a hundred dollars ($100.00) for her second month. And on the approved license it was stated that the second month would be June 15, 2019 to July 15, 2019.

Anjela Gurrala: And so what was that day?

Roger Emmons: It was either July 16th or 17th.

Anjela Gurrala: Right, so, I have an email that says that you're okay with me soliciting on 16th or the 17th. And...

Roger Emmons: No, there was a question on that. But, it states plainly and I believe I gave you a copy of that the second time.

Anjela Gurrala: Yeah, yeah.

Roger Emmons: The term is plainly stated at the bottom.

Anjela Gurrala: Let me try and pull it up.

Commissioner Saylor: So, I received this on Tuesday, let me see here. Is that July 11th? I don't know, there's so much correspondence here. So, I think we looked into it and I thought I remember you saying, Roger, that her permit was expired by a day.

Roger Emmons: Yes.

Commissioner Saylor: Okay. So...

Anjela Gurrala: So, I have an email right here. It was on Monday, June 17, 2019, and it says, Ms. Gurrala visited my office today and paid another hundred dollars ($100.00), re. the referenced subject. You'll see where I have added notes to the front of the license which is attached where I stated the next monthly period will be June 15th to July 15th. However, given that she did not solicit on the 15th or the 16th of June, perhaps a new one (1), new one (1) month period should be 16th...the 17th of June to July 17th.

Roger Emmons: And I did write that because I didn't get any feedback on that. But from going from the previous one (1) which was May 14th to June 14th, and the second one (1) went from June 15th to July 15th. I mean I was just posing that if the Commissioners were okay with that, but I didn't get any reply on that. So, it would stay the same as is written on the copy of the license that you received.

Commissioner Phillippe: So, if we were to renew it, he was suggesting that would be the new start date, I think is what he was getting at.

Anjela Gurrala: Gotcha. Didn't get that part. Cause I just saw, I have no problems with the last day of the soliciting for the extended license being July 17th. So, I was like, okay.

Todd Glass: So, has there been a renewal fee for another month paid?

Roger Emmons: No. She came in, I think it was on the 16th to pay another hundred dollars ($100.00), but that's when I informed her, actually it was on the 17th, wasn't it?

Anjela Gurrala: I don't know.

Roger Emmons: I, I informed her that it had been revoked based upon my conversations with President Saylor.

Anjela Gurrala: It was last Wednesday.

Todd Glass: Gotcha.

Commissioner Saylor: And, and Counselor, I, like I said, I received two (2) phone calls from on-duty law enforcement officers with the Sheriff's Office. Sheriff Wilder, do you, do you wish to comment on this any from what you have heard? Cause I think you were going to talk directly with your officers. Were you able to make contact with either one (1) of those fellas?

Sheriff Wilder: Yes. Sheriff Mike Wilder. I did speak with Sargent Matt Little. Just a little background, I've never met Anjela. Every time there's a new solicitation in the community, we get complaints because a lot of times people, people that, even legal, we get calls on suspicious people coming to their door and stuff. I think you had a few interactions with

Commissioner Saylor: Right.

Sheriff Wilder: However, it was my understanding talking to some of the officers, cause there was some emails about that saying that she had her license and that she was good. Later on we received another complaint, the main one (1) being through the Sheriff's Office at that time, and those people are actually filing a police report, was that she wouldn't leave when they asked her to. That she tried to make her way in the door. They asked her to leave and shut the door. She continued to try and open the door and come into the residence. The officer did take, we are taking, there has been a police report, has not been filed with the Prosecutor yet. Speaking with those officers, two (2) of them that I spoke to also obviously live in communities and subdivisions and have neighbors that didn't actually call the police when they just saw them out. They said hey, have you seen this person walking the neighborhood. They walked into my garage unexpectedly and tried to sell me stuff or she jiggled my door and stuff. So that's been the primary complaint is when asked to leave, she doesn't leave and that she's kind of a pushy salesman. Now, I can't get on to you being a pushy salesman, I mean car salesman, you know people are trying to sell. But, obviously, I don't like the fact if you're continually, when you're asked to be leaving. You know, I don't, I won't question your sales methods other than we would not like the fact that she continues maybe to try to not leave when asked to do so. You know, nobody, a lot of people, as anybody knows as a politician, even knocking on doors trying to get votes and stuff. A lot of people, when they're at home they want their private time. And when you are asked to leave, you do so for whatever reason you're at the door, either with permits or without permits or there looking for your lost dog. Whatever it might be. When you're asked to leave someone's property you need to do that. And by law you're supposed to. So, that would be my only, that's the issues we've had and that's the complaints and our stance.

Commissioner Saylor: Okay, okay. Well, one (1), I appreciate it, you know, cause I did call you on short notice. I appreciate you reaching out to your Deputies and...

Sheriff Wilder: And I try. And I'm sure you guys know what we had last night. We've been very busy this morning. So, I wasn't able to do a full follow-up. But, I did make contact.

Commissioner Saylor: I understand. I appreciate it. I've talked to both of them. I mean I took the initial calls from them cause they know that these approvals come out of our office. So, I think that's why they called me. But, I just wanted you, because I knew you'd be here so you could kind of testify to what, what they've told you. So, I appreciate that.

Sheriff Wilder: Those have been the main complaints. In the one (1) little small defense, we get all kinds of complaints no matter who the peddler is (inaudible), but this one's been a little bit more issue-some.

Commissioner Saylor: Right. Yep. Okay. Thank you, Sheriff. Appreciate it.

Todd Glass: I might suggest, Mr. President, that Ms. Gurrala would like to address that specific complaint directly. That would be the, well, it'd be relevant. And nothing more than that.

Commissioner Saylor: Okay, okay. Anjela, what do you have, do you have anything to say about that particular incident?

Anjela Gurrala: Yeah, if someone tells me to leave my...their property, I immediately do. There's no reason for me to stay cause there's no way, first of all, if you consider it sales, yes. There's no way they're going to buying from me so why would I stay anyway? If they tell me to leave their property, I'm just going to leave. I have better things to do. And to me, I might get emotional, I'm sorry. But, I am not doing this for money at all. Don't want to cry. Sorry.

Commissioner Saylor: You're fine. Take your time. Take a deep breathe. You're good.

Anjela Gurrala: So, I come from a good background. My parents earn a good amount of money. My, I go to a good school. I go to the University of Florida. I study Applied Physiology there. I'm a junior in college going into med school soon. And I get paid to go to school. I have no issues with money. My parents, the amount of money I earn over the summer is how much money my parents give me for my allowance for a month. So, I don't really care enough for money. My dad just and my mom, I don't even know what they do to be totally honest. I know that my dad works for Tata. He works with Citibank and is like the head of the Latin community there. And my mom works in the pharmacy as a nutritionist. She, she just does a lot of stuff. So, yeah, as you can probably tell, my education is very important in my family. My brother is a mechanical engineer. He worked for Toyota for two (2) years during college and he's now with (inaudible) right now in Seattle and we're both doing internships and that's fine. And the reason I do this internship, like I said, don't care about money, I like, last year I did the same job and my parents got me a Honda Accord that was customized, like brand new. And I like totaled it in like a week. And they shipped me a new car. Like don't really care enough for money. And I know normally solicitors are just like, oh, yeah. We're here to get money. But no. No offense but I have been though the educational system in the US. And it's not that great. I'm not from here. I moved here about six (6) years ago from India. Six (6) years? Yeah. So. And your students are so stressed about the testing.

Todd Glass: Ms. Gurrala.

Anjela Gurrala: Yeah.

Todd Glass: Do you recollect any of the incidents the Sheriff was describing?

Anjela Gurrala: So, I was only contacted by the Sheriff twice. The first time it was from Officer Paul. I don't know his last name. But I have a picture; he's cool. He just talked to me about my license and I was like, yeah, I have it. Do you want to see it? He was like (inaudible) just, yeah, that's fine. And then the second was by Officer Matthew. And that was just saying that I was trespassing someone. And the last door I knocked on, no one (1) answered the door. So, there's no way that I was trespassing if someone didn't come outside and tell me to leave their property. I totally understand when someone says they're not interested. That does not mean leave my property. It just means they're not interested. Which is fine. I've had like awesome conversations with some really cool people over the summer who were not interested and I don't care whether they get whatever I am showing them or not. But if they tell me to leave their property, I'm going to leave their property. Like I don't care enough to just stand there and be harassed by someone. I just have other things to do. And like, back to like why I'm here, I'm just literally trying to help your kids out

with education. You might see this as selling books, which it is, but it's because I truly do believe that this is helping your kids. And I've literally had proof from other people that it has helped them. Either in the past or is going to help them this coming year. And it's, I've just seen like, yeah, your schools in Warrick County are great. They're all A star, but there's several of these kids that just don't, like, they can't go through the school system. Whether it's smart kids or super like not great kids in school. And it's just, that's just how it is. I was a really smart kid. I finished basically all my course work by 10th Grade. I did an international curriculum through Cambridge and I graduated when I was like just turned seventeen (17).

Commissioner Saylor: Anjela.

Todd Glass: (inaudible) the purpose, I'm sorry.

Commissioner Saylor: Go ahead.

Todd Glass: The purpose of a peddler's license is for the local unit of government to regulate that and their interest is of course not to have problems. That's why they have a peddler's license.

Anjela Gurrala: Yeah, for sure.

Todd Glass: And I remember when I became a lawyer, the judge swearing us in said, your job is never to become a matter. Never to become an issue. And if you ever become an issue, that's, you've failed. And we have some peddler's, Mr. President, that have had licenses for several years now and never ever have any issues come up. And it's in your sole and absolute discretion whether to grant the appeal or deny it. And sometimes that happens. But it's up to the Board, if, just the complaints themselves are sufficient to deny the appeal.

Anjela Gurrala: I was never informed of any complaint until literally Officer Matthew like talked to me about it.

Todd Glass: There's no obligation to inform you of it. If they're informed of it, that's all that matters.

Anjela Gurrala: How would I fix anything?

Todd Glass: It doesn't matter how to fix it. Just the fact that it happened and happened is enough. It's up to them whether or not they want to allow you to apply for another permit or to deny it. And it's their decision and they can decide that just simply because they don't want it to be a matter, an issue that their residents, their voters, their citizens, taxpayers are calling complaining to them about. That's all that a Peddler's Ordinance is meant to do to keep that from happening.

Commissioner Saylor: So, Anjela, it's, you know, one (1) of the things, when we approve these year after year, we seek advice from our Administrator, from Mr. Emmons, we ask him if he's received any complaints whatsoever. Like TruGreen is typically one (1) it seems we approve year after year.

Roger Emmons: Right.

Commissioner Saylor: And, you know, I, I'm not going to say we have zero (0) tolerance, but we kind of have zero (0) tolerance when we get a complaint. Because not only did I have two (2) officers call me. It actually came up; it's called a Next Door App. And I was looking on there and I saw you being discussed all over Next Door App. That's an app that the neighbors get on and they talk about community things and sometimes bash us as politicians and all that.

Anjela Gurrala: Yeah. Yeah.

Commissioner Saylor: So, it's an open forum but you was mentioned there about being pushy and that you had some writing on your car and that kind of thing. So, anyway, so I think we've heard what you said. So, I want to ask my other two (2) Commissioners here, what do you guys, what is the will of the Board?

Commissioner Phillippe: I've got a comment here. Your heart is in the right place and doing it for the right reasons. But my additional comment is, I did some research on your company today and the business model of door to door salesmanship or internships. I just don't like it. It's a pushy business. And for that reason I think that's why people don't like it.

Anjela Gurrala: Just door to door sales people?

Commissioner Phillippe: Yeah.

Anjela Gurrala: Yeah.

Commissioner Saylor: I would reiterate some of that and it just seems like people don't like to be interrupted this day and age. It's, they don't like people coming to their door. I don't know what that's from or why society is like that now, but I think everybody's busy and got their own lives and that kind of thing.

Commissioner Johnson: Well, in today's world, it's kind of, you don't want people coming to your door. They don't, it's a scary world now and it's just not like it used to be. You don't know who's coming to your door; people get freaked out.

Commissioner Saylor: So, I need a motion on, or to approve or deny the...

Roger Emmons: Appeal.

Commissioner Saylor: Appeal.

Commissioner Phillippe: I make a motion to deny.

Commissioner Saylor: Do I have a second?

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Commissioner Johnson: Sorry, Anjela. Good luck to you.

COUNTY ATTORNEY
ENCROACHMENT AND NON-SUBORDINATION AGREEMENT WITH THE TOWN OF NEWBURGH

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

Todd Glass: Thank you, Mr. President. Several things quickly to bring before the Board that's been completed since the last meeting. First is the Encroachment and Non-Subordination Agreement with the Town of Newburgh. Commissioner Saylor will explain and Bobby also. We've been meeting with the Town of Newburgh, INDOT, MPO, and out of our most recent meeting, there came a suggestion that the Town of Newburgh and Warrick County enter into this Encroachment and Non-Subordination Agreement. I've worked on this agreement with the Counsel for the Town of Newburgh. And it meets with my approval and I would recommend the Board consider adopting it. And it is very similar to the perpetual agreement we had proposed trying to reassure the Town of Newburgh that we were not interested in taking away what they deemed to be their existing legal rights in the easement area. This is a, basically just dressed up in slightly different clothes, but it does the same thing. I would point out that one (1) thing that I still have to do with Mr. Wischer is, he sent to me, after I left my office, the Exhibit A and B that I had requested. And what Exhibit A is is a list of easements going from (Highway) 66 up to Vann and then actually curves around on Vann just a bit. So, that's the actual list of easements they own. And I asked and he's adding as Exhibit B, the easement agreements themselves because those describe the areas. And this whole document rests upon an easement area that we are providing them special rights to. And I think they tend to vary in width of twenty-one (21) to twenty-four (24) feet in a lot of areas. I've asked Clark Dietz if they would, and I don't know what Bobby thought of this suggestion. I didn't hear anything. But I suggested Clark Dietz actually draw that area out for our County Engineer so he has that in case there's ever work done out there to actually see the area we're trying to keep off. But, this protects the County and in addition to the Town of Newburgh and it's in, in place and ready for your consideration. Mind you, I still have to approve Exhibit A and B and make sure they're accurate. But they're in my inbox and I can do that.

Commissioner Saylor: Okay.

Todd Glass: I can answer questions. If you approve this then I would take this to the Town of Newburgh and then they would do the same. Exhibit A, I think, is complete on your version. Exhibit B will be the exhibit that I asked for which actually describes the areas themselves.

Commissioner Saylor: And Bobby, you feel comfortable…?

Bobby Howard: I'm comfortable with proceeding with this so we can get this project…

Commissioner Saylor: Moving? Okay.

Todd Glass: One (1) last change we did add to it, is that if there were any alleged breaches to this agreement, we added a thirty (30) day cure period. So, that's an improvement. So, if something does go awry, there will be a time to fix it without anybody overreacting.

Commissioner Saylor: Okay, that's good. I appreciate that Counselor. I did learn one (1) thing with this particular one (1). It's that the red line in lined-out items does not show up on cell phones.

Todd Glass: Oh, yeah.

Commissioner Saylor: You've got to go to a desktop.

Todd Glass: Yes, that's true.

Commissioner Saylor: Somebody needs to get that fixed. Some programmer. So, do I have a motion to approve the Encroachment and Non-Subordination Agreement with the Town of Newburgh?

Commissioner Johnson: So moved. I did.

Commissioner Phillippe: Okay, I didn't hear anything. I'll second the motion.

Commissioner Saylor: Bob made the first. Terry seconded. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you. And I have that, Roger, for signature.

Roger Emmons: Okay.

(Newburgh Encroachment Agreement is located on Pages 27 through 29 of these Official Minutes)

PROSPECT DRIVE DEVELOPMENT AGREEMENT WITH MAKEN CORPORATION

Todd Glass: Second item that's in your packet is a development agreement between Warrick County and Maken Corporation regarding Prospect Drive. And I believe the Commissioners are familiar with the recent negotiations that Bobby has been instrumental on. We have a perpetual option now for the vacation of Phase 2, which is shown on your Exhibit B. But we added on there that if, if they exercise that option a few years from now or never, the property owners that border that area of Prospect Drive have to consent to that vacation which was a compromise. But, I think we also have the other compromises in here that allow for a satisfactory supervision by Mr. Howard by the Highway lot development area in addition to the grading work that needs to be done on the vacation of the road. So, I believe we have everything in here Bobby was looking for and it would be ready for your consideration.

Commissioner Saylor: Todd, one (1) of the things that's, I don't think is in here and, and I spoke to the owner of Meuth Concrete about timeline of, we got some concern about timeline and salt barn. And he stated that we could, we could extend, my understanding, a, he would let us use it up to five (5) years. We, we obviously wouldn't need that.

Bobby Howard: Yeah, this agreement itself is just with Maken.

Commissioner Saylor: Just with Maken?

Bobby Howard: Yeah.

Commissioner Saylor: So, this doesn't incorporate…?

Bobby Howard: We would work out something with (inaudible).

Commissioner Saylor: Okay, so this has nothing to do with…okay, alright.

Bobby Howard: Yes.

Commissioner Saylor: Alright. So, then I guess it's irrelevant. I guess to approve then I need a motion to approve the development agreement with Maken Corp.

Commissioner Phillippe: Make a motion to approve the agreement with Maken Corporation.

Commissioner Johnson: And I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Todd Glass: Okay, thank you, Mr. President.

Commissioner Saylor: Okay, so that's approved.

Todd Glass: I would point out that Maken Corporation has not signed it. I'm going to send this to Morley or, Roger, we'll work together to get it sent to Morley. We did make the final edits to this agreement and still haven't heard from Mr. Ubelhor on those final edits. But, our message to Mr. Ubelhor is to the effect that this is the agreement that you've approved and have agreed to.

(Maken Agreement is located on Pages 30 through 33 of these Official Minutes)

REVISED UNIFORM OFFERS FOR BELL ROAD PARCEL 6

Todd Glass: What's next? Revised Uniform Offers for Bell Road Parcel 6. Frankly, I do not know if there's anything that needs to be done on that tonight. I know that Clark Dietz has made the revised offer for Parcel 6A and 6. And I heard this afternoon that there's still an issue regarding to the value of a tree. But, I suppose, I don't know if Bobby has any suggestions on, if we table to the next meeting or approve the updated offer, because of where we currently stand.

Commissioner Saylor: That's the value of the tree if the tree dies or were to die.

Todd Glass: Correct. The, the, the offer was a combined one hundred and thirty thousand dollars ($130,000.00). The zoning remaining agricultural until developed. No, and agreement that no additional detention is planned to be required. That rip rap would be added around the slopes of the pond and that the County would mow and maintain around the pond. There would be no tax incentive as a component to this agreement. And that the tree would be compensated based upon the value of appraisers at the time the tree in theory dies.

Bobby Howard: Okay, I've not heard the response from the offer.

Todd Glass: Yeah, I just, so I think we entertain a motion to table.

Bobby Howard: Yeah.

Commissioner Phillippe: I make that motion.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor to table say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Todd Glass: Yeah, I'm sorry about that. I thought we had it. So, a lot can slip from the cup to the lip.

Roger Emmons: That would be your August 12th meeting I believe.

Commissioner Saylor: Yes.

Roger Emmons: Thank you.

Todd Glass: Thank you, Mr. President.

RESOLUTION APPROVING ISSUANCE OF WARRICK COUNTY PARK AND RECREATION DISTRICT BONDS SERIES 2019 RESOLUTION 2019-06

Todd Glass: And then a Resolution. I'll need a Resolution number.

Kristine Georges: That's 2019-06.

Todd Glass: And, Mr. President, that's in front of you also. And forwarded to you last week, Resolution of the Board of Commissioners of Warrick County, Indiana, Approving the Issuance of the Warrick County Parks and Recreation District Bonds, Series 2019. I know Mr. Roelle is here in case he wants to cheerlead for this in any degree. But this is just simply a Resolution by the County Board of Commissioners authorizing the issuance of the special Taxing District Bonds in the amount of two million five hundred thousand dollars ($2,500,000.00) for the purpose of providing the funds to finance a portion of the project costs. I don't know if I necessarily need to read the entire Resolution, Mr. President, but nothing is required of the County other than the approval of the Resolution and approving of the issuance of the bonds which will be finalized by and through the Department of Parks and Recreation.

Commissioner Saylor: Okay, I don't have any questions about this. I don't know about the other two (2). Cause I've kind of been involved in it a little bit. Commissioner Johnson or Commissioner Phillippe, do you either one (1) have any questions about, to bring Steve up. Commissioner Johnson?

Commissioner Johnson: Nah, he looks comfortable.

Steve Roelle: (Inaudible).

Commissioner Saylor: He said you look comfortable. Commissioner Johnson, do you have any questions?

Commissioner Johnson: No, Sir.

Commissioner Saylor: Alright.

Todd Glass: If nothing else, for public record, it might be appropriate a record of the Board for the purpose of the bond.

Commissioner Saylor: So you want him to come up? Mr. Roelle, would you approach and state your name for the record, please?

Commissioner Johnson: I tried.

Commissioner Saylor: We tried, Steve.

Steve Roelle: I like to talk. That's okay.

Commissioner Saylor: And he does. (Inaudible).

Steve Roelle: Steve Roelle, Economic Development. As Todd mentioned, this is for a portion of the funding for the Friedman Park Events Center. Sixteen thousand (16,000) square foot of an event, conference, and community center being built in Freidman Park. The other portion of that funding had to do with a two million dollar ($2,000,000.00) regional cities grant that we received for this project. And eight hundred and fifty thousand dollars ($850,000.00) EDIT appropriation along with some transfers of funds from both Economic Development and the Highway Department totaling two hundred forty thousand dollars ($240,000.00). Those were originally for the Greenlife Project which is no longer valid. And that's what these funds are going for and we're hoping to break ground on Wednesday.

Commissioner Saylor: Steve, and some of these funds will even be used in Scales Lake to improve some of the infrastructure, yes?

Steve Roelle: Basically, if there are leftover funds from this project, the Parks Department would be able to appropriate that to the Capital Improvement Projects. Correct. And they have some needs at Scales.

Commissioner Saylor: Okay, good deal. Thank you. Thank you for all you do. Appreciate it.

Commissioner Johnson: Thanks.

Steve Roelle: Thank you.

Commissioner Saylor: So, do I have a motion to approve the Resolution 2019-06 approving the issuance of the Warrick County Parks and Recreation District Bonds, Series 2019?

Commissioner Johnson: Make a motion to approve Resolution 2019-06 for the Parks Department.

Commissioner Phillippe: Second the motion.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. President.

(Resolution 2019-06 is located on Page 33 of these Official Minutes)

APPROVE OFFER FROM NATIONWIDE INSURANCE FOR DAMAGES TO EBY ROAD

Todd Glass: I have one (1) last item that was not on the agenda. It was just the approval of the offer by Nationwide Insurance on behalf of Schmitt Farms, INC, agreeing to pay to the order of Warrick County, thirty-six thousand two hundred fifty dollars and ninety-eight cents ($36,250.98) for the damage done to Eby Road on May 22, 2019. And in return for that they're merely asking the Board to release and forever discharge their insured from any other claims from that specific date.

Commissioner Saylor: Okay.

Bobby Howard: When that comes in, does that go into the Eby Road Fund in Road Donation?

Roger Emmons: It can.

Todd Glass: It seems like a good way to do it.

Commissioner Johnson: Well, we've got to redo the road.

Todd Glass: It will go right back into the Eby Road repair.

Auditor Stevens: Well, it's an insurance reimbursement, correct?

Todd Glass: Not reimbursement, payment of a claim that was made for the damage.

Commissioner Saylor: The road was damaged. And so the insurance company is reimbursing the County for that or imbursing the County for that damage.

Auditor Stevens: That's different than a donation.

Todd Glass: Yes.

Auditor Stevens: That's different. So, that would actually...where will the repairs be done from?

Bobby Howard: They'll be made from 1173 Bituminous, probably.

Auditor Stevens: I'll look at the accounting process for receipting that. But it seems as though it should be reimbursed, or should be receipted in as an insurance reimbursement. Not, not a donation. It's not the same as use of a road. It's damage to a road that's being paid, reimbursed back to the County by insurance.

Commissioner Saylor: It will go back in that so, where he can, when he goes to buy that material it comes out of that.

Auditor Stevens: It would go, correct.

Roger Emmons: And you can advise on the appropriation number that he can use?

Auditor Stevens: Yes. Right.

Bobby Howard: I just wanted to make sure it didn't have to be earmarked towards that road, per say.

Auditor Stevens: For that road?

Bobby Howard: Yeah, because it doesn't need to be earmarked if it goes back in the regular account.

Auditor Stevens: It would just go into...

Bobby Howard: I thought it should be earmarked for Eby Road. But that's fine.

Auditor Stevens: Let me think. I will make sure and I will let you know. But it is not the same as money that goes into the Donation Fund.

Commissioner Saylor: Yeah.

Roger Emmons: Yeah, it's not a donation. I see your point.

Commissioner Saylor: But that road needs to be replaced on your, on, that's his decision. That's your decision to get that road replaced when you see fit.

Bobby Howard: Right.

Commissioner Saylor: So, right, so, do we need to, do we need to approve...?

Todd Glass: You just, the Board just needs to approve the release agreement and authorize the President to execute in order to get the funds.

Bobby Howard: So, I have to re-appropriate the funds after they're reimbursed?

Auditor Stevens: Not on an insurance reimbursement.

Bobby Howard: Okay. Thank you.

Commissioner Saylor: Do I have a motion, Gentleman?

Commissioner Phillippe: I make that motion.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Todd Glass: Thank you, nothing further.

Commissioner Saylor: Thank you, Todd.

(Nationwide Release Form is located on Page 34 of these Official Minutes)

COUNTY AUDITOR CERTIFIED CLAIMS

Commissioner Saylor: County Auditor, Mrs. Stevens.

Auditor Stevens: Alright. Claims, Certified Claims in the total of three million eight thousand nine hundred forty dollars and four cents ($3,008,940.04).

Commissioner Saylor: Do I have a motion to pay the Certified Claims?

Commissioner Johnson: Pay the Claims.

Commissioner Phillippe: Second.

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

Commissioner Johnson: Aye.

Commissioner Phillippe: (Inaudible).

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

Auditor Stevens: Thank you.

(Certified Claims are located on Pages 35 through 39 of these Official Minutes)

COMPLETE COUNT COMMITTEE FOR THE 2020 CENSUS

Auditor Stevens: I have one (1), one (1) other item. I was visited by Jill Bond. She's with the, the Census Bureau. And she met to just bring by a presentation that I passed along to you in an email on July 12th. And it's to gain community support to help make a census in Warrick County as successful as possible. And what they look to are the County leaders, other people in the community to form a committee and contact the census, our regional Census Office which is in Chicago. We would request training, request materials to help go out into the community, just folks

volunteering. Maybe you put materials out in your church, your schools, and such to kind of get the message out that, that it is important to participate in the Census. It's in our Constitution; it's for the purpose of proportionment for Warrick County. And just a little bit of help, help in having a successful census in Warrick County. We had ten (10) years ago, the US average was seventy-four percent (74%) return census and in Warrick County it was eighty-four (84%). We did well. We can do better. So that's what they're asking for the, from the Commissioners is a request to, and I've got this in the email. No, I don't. It went away. Sorry. I'm not going to spend time looking for it. But you have it. Email was dated July 12th and it's just a request from the Commissioners to the Census Office for those materials and training for a Committee.

Commissioner Saylor: So, we just need a consensus on this? Or...?

Auditor Stevens: I think that's fine. In that a letter would come from the Commissioners' Office requesting that. And then...

Commissioner Johnson: So they would, they would come here and train us? Or how would that work?

Auditor Stevens: Right. We would just reach out and gain support from our peers in Local Government. Some of the other community leaders. People who would be willing to go visit the school, the high school or a grade school. Go out, take materials out to various events in the community and tell them why it's important to be counted.

Commissioner Phillippe: Is this something that you're spearheading to do the initial reach out?

Auditor Stevens: Not necessarily. I will help. I will be part of that. And I think if we just divide and conquer among others in our community, we could reach out to perhaps the Clerk-Treasurer in Lynnville. She might have some local contacts or events that would be a good time and place to go out and invite people to be counted. And just send the message out. Why do we do it? It's in our Constitution. And then the second part of that is for proportionment so that we receive the resources that we need in our county.

Commissioner Phillippe: I'm certainly fine with that.

Commissioner Saylor: You good with that?

Commissioner Johnson: I'm good with it.

Commissioner Saylor: Okay. So, somebody needs to head that up. You say you are willing to do that?

Auditor Stevens: Well, the letter needs to come from you.

Commissioner Saylor: Okay.

Roger Emmons: I did that ten (10) years ago.

Commissioner Saylor: You did? Okay. So would you be willing...?

Commissioner Johnson: When you sign that letter, put her name as the person to contact.

Commissioner Saylor: There you go.

Roger Emmons: Well, I think someone stated ten (10) years ago with Commission President Don Williams and I, we went to Oakdale. We went to Loge. We sent out emails to all the churches about putting out informational materials. And we, we had an event or two (2) where the Census people could set up and make, you know, just have a booth or whatever.

Commissioner Saylor: Okay.

Roger Emmons: So, it's similar procedure to what they did in 2010.

Commissioner Saylor: We'd be willing to do that same thing then.

Roger Emmons: Sure.

Commissioner Saylor: Okay. Alright, sounds good.

Auditor Stevens: Alright. Thank you.

Commissioner Saylor: Thank you, Debbie.

COUNTY ENGINEER/HIGHWAY
CULVERT INVENTORY AND INSPECTION CONTRACT

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

Bobby Howard: I have two (2) items. The first is on the agenda. It's the, an agreement for Small Structure Inspection with SJCA. This is for approximately thirty-nine (39) structures ranging from ten (10) feet to nineteen point nine-nine (19.99) feet. Anything over that's a bridge. And it's part of our Bridge Inventory. This cost is estimated maximum fees is forty-four thousand three hundred forty dollars ($44,340.00). And what they've sent me is, I thought I'd have a copy of the contract before the meeting. And I have their proposal. And I'd like to just approve the proposal and then approve the contract subject to legal review. That way we can get it all done tonight.

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

Commissioner Phillippe: Make a motion to approve the proposal and the contract subject to legal review.

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).

Bobby Howard: Thank you.

(SJCA Contract is located on Pages 42 through 44 of these Official Minutes)

TELEPHONE ROAD PROFESSIONAL ENGINEERING SERVICES

Bobby Howard: And the other item I have quickly is the, our Telephone Road Project that was awarded Federal funding for construction. We need to select a consultant for professional engineering, preliminary engineering services. And we went through the RFP process through the State. We did get three (3) letters of interest back. One (1) of those letters was actually saying that they appreciated that we were doing this, but they didn't have time to actually submit a proposal. So, but I needed three (3) minimal. And of those two (2), it was Lochmueller Group and BLN. And those were scored and we'd recommend entering into negotiations with Lochmueller Group as the high scorer for the State process, RFP process. And I'd just like a motion to proceed with those negotiations for that.

Commissioner Johnson: Bobby, once again, I'm sorry, what's this project for?

Bobby Howard: It's Telephone Road widening from Bell Road to Fuquay.

Commissioner Johnson: Oh.

Bobby Howard: The next phase of Telephone Road.

Commissioner Saylor: So, do I have a motion?

Commissioner Phillippe: I'm good with that. I make a motion to approve proceeding with negotiations, correct?

Bobby Howard: Yes. They'll get a contract for us to review.

Commissioner Phillippe: Is this our, is this our latest...?

Bobby Howard: Yes. This is the last Federal Aid Award Grant.

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).

Roger Emmons: Who did they award that to?

Auditor Stevens: Lochmueller.

Roger Emmons: Okay.

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

Commissioner Saylor: Thank you, Bobby.

COUNTY PURCHASING
QUOTES FOR NUISANCE ORDINANCE ABATEMENT SERVICES

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

Joe Grassman: Joe Grassman, Purchasing Manager. First item I have are quotes I received for the Nuisance Abatement Vendor, Vendors. Pursuant to the Chapter 157 of the Warrick County, Indiana, Code of Ordinances, I issued an invitation to quote to three (3) different area vendors: New Growth Landscapes, Ubelhor Tree Service, and Beaver Lawn Care. I received back one (1) quote from those three (3) individual companies. So, I guess you have some options here. I can not even bother to open this and you can reject all bids and then I think they're allowed at that point to go to the open market and search out a vendor which could very well be this individual here. Which is New Growth Landscaping. They're the only ones that brought me a bid, a quote that's met with, you well know. And, or I could open this and read it to you. You could award it tonight. Or we could take it under advisement and you can think about it and do it next week or in two (2) weeks.

Commissioner Saylor: We don't have anything that's pressing, do we?

Roger Emmons: Not that I'm aware of.

Commissioner Saylor: So, I say we...

Commissioner Phillippe: (Inaudible) one (1) that's up.

Commissioner Saylor: Is that pressing?

Todd Glass: No, it's just (inaudible).

Commissioner Saylor: What do you guys want to do? Have him open it or...?

Commissioner Phillippe: I'm surprised we only got one (1) person giving us a number.

Todd Glass: May I suggest for transparency if you consider rejecting the bid and asking Joe to negotiate as good of an option as you have out there. Try to get more than one (1).

Commissioner Saylor: So, just reject, just reject this?

Todd Glass: That allows him then to go out and negotiate with the vendors that he can reach out to and get interested in the job and he might even, if he's lucky enough, more than one (1) preferably.

Commissioner Phillippe: So, is this just a negotiation or a rebid?

Todd Glass: No, that allows you, he, allows him to go out through negotiations, seek out vendors that would comply with our specs and not have to go through the bidding process.

Commissioner Saylor: Kind of curious though. Why do we have to bid this? Because while we're paying for it with taxpayers dollars, we get reimbursed for those.

Todd Glass: You may get, you may eventually get reimbursed.

Commissioner Saylor: We may, Counselor. We should get reimbursed.

Todd Glass: You want to be able to tell the property owner and be able to argue in a court of law that you did everything to make the charges reasonable and necessary.

Commissioner Saylor: Okay.

Todd Glass: And it's...

Commissioner Johnson: (Inaudible).

Joe Grassman: And I believe it's stated in the Ordinance, right? Todd, isn't it also stated in the Ordinance that we have to take at least two (2) bids?

Todd Glass: Well, it is stated in the Ordinance that the Commissioners passed. Yes, that's why it says that.

Commissioner Saylor: Alright, so do I have a motion to reject the bid?

Commissioner Johnson: I'm just curious, Joe, how would somebody bid this? I mean everything's going to be different every time. And...

Joe Grassman: I had, I had, there was, I sent a chart and it said like removing a vehicle, weed and grass cutting, three or four different things...

Commissioner Johnson: Even at that.

Joe Grassman: How much would you charge for that particular, but it's difficult.

Commissioner Johnson: Per hour, per hour...

Joe Grassman: Yes, it wasn't clean cut, but that's the only thing I could figure to do.

Commissioner Saylor: Can you do it like a time and material? I know the Trustee does time and material. He just bids that rate out.

Commissioner Johnson: Yeah.

Commissioner Saylor: This is for grass, obviously, it's not moving shipping cans and (inaudible) cans and that kind of thing.

Joe Grassman: In a sense, I guess what we did, we, I, I categorized all the different tasks that could be done and asked how much would you charge an hour to do that.

Commissioner Saylor: Oh, okay, so you did do it by hour.

Joe Grassman: Yes, yes. Yeah.

Commissioner Saylor: I didn't know. I didn't hear the per hour.

Commissioner Johnson: But people might feel more comfortable doing it more like a time and material thing to say I'm going to charge you a hundred dollars ($100.00) an hour and (inaudible) rather than break down every item. It might flow more smoothly. I don't know.

Joe Grassman: And that will come out in negotiations with these different vendors.

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

Commissioner Johnson: I make a motion to reject the bid and have Joe pursue some other options.

Commissioner Phillippe: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Joe Grassman: Okay, thank you.

Commissioner Johnson: Thank you, Joe.

DECLARING SURPLUS ITEMS
USED BOILER FROM COURTHOUSE – HIGHWAY BUCKET TRUCKS

Joe Grassman: And lastly, I have two (2) items that are similar. I'd like to maybe lump them in to one (1) category in that they're County surplus or County items I'd like to have declared surplus. Or you can declare surplus which simply means that they would at that point be available for sale or disposal. You don't have to do either one (1) of them. But they are available for that if you declare it surplus. So, from the Highway Department, I have two (2) bucket trucks, and 1995 Chevy 3500 and a 2006 Ford F-350 that they would like to have declared surplus cause we have had some interest in those and we also might like to try to sell on eBay. And the other item is the boiler that was taken out of this building for the renovation. I guess it was installed in 2015 so it's roughly three (3), four (4) years old. And here again, you can decide what you want to do with it. But, if you declare it surplus, we have the option to do whatever you want to do.

Commissioner Saylor: I can say this about the boiler. We, we originally kind of thought we'd use that maybe at our Prospect, new Prospect building. But we determined that there's no gas there. It would cost more than the boiler's worth to get a gas line run there. So, so, of course you could put a tank in, but that size of boiler'd eat that tank up pretty quick. So, do I have a motion to declare these items surplus, these three (3) items?

Commissioner Phillippe: I'll make that motion.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Joe Grassman: That's all I wanted.

Commissioner Saylor: Thank you, Joe.

COUNTY SHERIFF
INMATE PHONES

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

Sheriff Wilder: Sheriff Mike Wilder. I believe at the last meeting I gave you guys two (2) contracts to look over, proposals for our Jail Inmate Phones. One (1) was the current provider. We have Securus. The other was CPC. I have looked through them the best I could. I've met with them, both reps for both those companies. And I've also talked to several of the Sheriffs and the companies that they're using. We currently have Securus. But, after meeting with other Sheriffs and speaking with them, it'd be my recommendation to sign the new contract when ours is, expires I believe in September. The current one (1) we have is to go with CPC would be my recommendation. I don't know if Todd had a chance to look over it and the legal stuff on all of it of either one (1). Part of my decision was talking to other Sheriffs. I believe pretty well every Sheriff's Office in the southern part of the State other than Vanderburgh County, uses, has gone to CPC. My colleagues have all told me that they're very happy with them, the work they've done, the services they provide, and the customer service.

Commissioner Saylor: Sheriff, how long, oh, I'm sorry, Terry.

Commissioner Phillippe: I was just going to ask a question. We've got new phone systems going in here soon and how does that, (Inaudible)?

Sheriff Wilder: These doesn't, yeah, these are nothing along, this is no administrative phones. These are all our Jail phones that go back into the Jail. If you've not been back in our Jail, our systems are a very old system. It's basically a phone that looks like the old payphone. That's what they use to make calls but through a thing. The new technology actually's to do their video visitation. And so they'll be eligible, able to do it from back in their cell block. So, we won't even move them out, have to move them. There's some safety issues that makes it safer that they'll be able to make video visitation and actually see their loved ones on the other end and be kind of like facetime through the...

Commissioner Phillippe: Has Guy been involved in any of your (inaudible), I just want to make sure.

Sheriff Wilder: No, he's not been involved in any of it.

Commissioner Phillippe: I want to make sure that whatever it is we're doing with our fiber and telephone lines. I know it's a completely separate system, but I've got to think somehow, some way they rely on (inaudible).

Sheriff Wilder: Well, definitely the video arraignment should a little bit. Which is obviously a plus. All these services are provided at no cost, no upfront costs. But, what it does, you know how the phone service is set up the way this contract is is obviously the company, they are providing, that makes them money and we get a small portion back each month in our commissary account when we sell the phone time. But to receive some of these services, especially for the video arraignment at no cost up front, and the newer technology and stuff's a good deal. And they both offered that. But, I can definitely bring Guy into the picture on the video arraignment. The rest of the stuff should be all in house and nothing really goes out onto the, I don't know if I'm saying it right, the open market or whatever out onto any of the internet provided or anything through the County.

Todd Glass: Because the other part of the contract is you know providing phone, prepaid services for inmates and that sort of thing, that's a little different. But the video arraignment or video visitation might be something to run through Guy. For what it's worth, I'll just mention to the Board that the Securus Contract caused me several concerns the way it was written. But the CPC or is it, CPC was very straightforward. It's well written. Fifty-five percent (55%) of commissioned back to the Sheriff on the time usage on inmates. So, I preferred the CPC Contract over the Securus.

Commissioner Saylor: Todd, how long was that CPC Contract for?

Todd Glass: Four (4), four (4) years. Forty-eight (48) months.

Commissioner Saylor: Four (4) years. Sheriff, how long was the Securus Contract for?

Sheriff Wilder: I believe they both were for four (4) years. Securus might have offered a two (2) year. But, I think they wanted four (4), to get even close to the same commissions, they wanted four (4). Because for them to bring in both of them basically, through our discussions, to bring in that type of phone technology, they got to reap their money back too.

Commissioner Saylor: The current contract you're on now, was that a four (4) year contract?

Sheriff Wilder: Well, it's kind of questionable. It started, the very first one (1) that I could go back and find started several years back. Started as a two (2) year and kept automatically renewing. And I think even Todd, we were having trouble a little bit with the language. It kept renewing itself for two (2) years over and over. But, we haven't had an update in technology or anything or signed anything new. It's just renewed itself. Can't speak for my predecessors, but it just kind of kept renewing itself.

Commissioner Saylor: What kind of commission do you get off it now?

Sheriff Wilder: That's, that's one (1) part I, it's kind of like hidden in numbers. The newer proposals are kind of a little more forward. You have a percentage on each one (1) and stuff. And I believe we're fifty-five percent (55%).

Todd Glass: Fifty-five percent (55%).

Commissioner Saylor: Sounds like a good time to change.

Sheriff Wilder: It is. And I mean, even if we were to choose, regardless, the County is going to come out ahead or the Jail or we are up there cause of the technology and stuff. We're behind.

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

Commissioner Johnson: So moved.

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Motion carries three, zero (3-0). Get your new phones.

Commissioner Johnson: That's to go with this C...

Commissioner Saylor: Yeah, the CPC.

Sheriff Wilder: Combined Public Communications.

Roger Emmons: And it's a Limited Liability Corporation.

Todd Glass: And Roger, the only copy I have is marked up. So, we just need an executable copy for the Commissioners.

Roger Emmons: Okay, I've not marked on this one.

Sheriff Wilder: I can get a clean copy if you don't have one (1). The only thing, and we did speak about this briefly, was about the Securus one (1). I think we looked over it cause I was concerned that they would try to say we automatically renewed. Again but you said you didn't think there was any language in there. I will reach out to them and make sure they know that we will...

Commissioner Saylor: Do we have to serve them written notice or something?

Sheriff Wilder: Yeah, but when we looked though the latest contract, remember I sent, we discussed in an email that we couldn't find where we had that language. Was that not correct?

Todd Glass: Well, I'm not remembering at the moment, Sheriff.

Sheriff Wilder: Well, I talked to John about it. But, I still want to make sure.

Todd Glass: We ought to pen that down, and I'll talk to him tomorrow and reach back out to you.

Sheriff Wilder: I want to make sure and pin that down so we can...

Commissioner Saylor: Does that need to come from our office or the Sheriff? Todd, what's your recommendation on that?

Todd Glass: I'm not quite sure, but I'll find out how to formally terminate it if need be and communicate back with the Board.

Roger Emmons: And on the...

Commissioner Saylor: What's the time...?

Roger Emmons: I'm sorry.

Commissioner Saylor: What's the timeline on getting this new system in Sheriff?

Sheriff Wilder: They'll move in and start theirs, it takes a couple of months to get everything up and running as they go to cell block to cell block setting up phones. They'll start probably real soon, cause once they know they have the contract, they can come in even before the other contract's up and start installing their equipment. And then obviously when the one (1) is done they'll go live, they'll hopefully have most of everything up at the time.

Commissioner Saylor: So, you're getting close to that two (2) month window.

Sheriff Wilder: Close to that time in that window.

Commissioner Saylor: Okay.

Roger Emmons: I started to say on the CPC, General Service Agreement, there are several blanks probably need Mike's input on. There's an additional investigative tool to where it's asked to check option one (1) or two (2). And there's on Page 6, you check yes to available features that you want like a remote video visitation. There's kiosk, etcetera. So I don't know, maybe you might want to...

Sheriff Wilder: Yeah, and I think, yeah, I think that's the, I'd have to, I don't have it in front of me. I think those are already checked on the official form or something.

Roger Emmons: They're not on my copy.

Sheriff Wilder: Okay. We'll check with you.

(CPC Contract Agreement is located on Pages 39 through 41 of these Official Minutes)

JAIL COMMITTEE FORMATION

Sheriff Wilder: Then I have one (1) other thing real quickly. We've kind of discussed this once before, but as, if, obviously with some of the Council meetings going on with some of the discussions with the Jail, the LOIT tax and things like that, we've discussed that obviously we need a Jail Committee to be put together. And I believe it's the Commissioners that approve that and make that committee to just do nothing more than to see the feasibility and the study and to kind of get that ball rolling. And I think we do need to do that because the Council has come to me at the last meeting even wanting some numbers on Jail costs. Which obviously I can't provide anything like that without, you know, there's so many variables with that. So, I think if we could get a Jail Committee started we can at least get, it won't happen the next meeting for them, but we'll be able at least at some point give them to you guys and the community get where we need to go down the road with the Jail locations, costs, size. Things along those lines.

Commissioner Saylor: So, do you have any ideas or have you talked to any of your co-horts typically how many's on this committee and who it consists of?

Sheriff Wilder: I have and this is just a recommendation. If you'd like to even table it to the next meeting. But what they suggest, the ones that I've talked to, also with some of the design companies to keep it small. So there's a Councilman, a Commissioner, the Sheriff, the Jail Commander since he works back in the Jail and has a good idea. The Prosecutor and maybe someone else from the public that has no interest, has an oversite with the Board. I've

seen and talked to some Sheriffs that had as many as fourteen (14) people on the Board and that gets, really muddies the water when you're trying to get stuff done. You know, I think that there gives a person from each entity that has interest...

Commissioner Saylor: So, that's six (6) people?

Sheriff Wilder: That's correct.

Commissioner Saylor: That's six (6).

Commissioner Johnson: Plenty.

Commissioner Phillippe: You think this is gonna, just the Jail Committee, not a committee that's going to discuss the whole public safety issue.

Sheriff Wilder: Correct. I want this just to be the Jail Committee.

Commissioner Saylor: Committee, yeah.

Sheriff Wilder: This Jail Committee can report to a LOIT Committee or to the Council or to you guys and reference like where they see this issue going. But yes, this, I don't, yeah.

Commissioner Saylor: Mike, would you, would you be wise to maybe elect somebody maybe from like in Ohio Township/Newburgh Area and maybe someone from Lynnville or Elberfeld from the northern part of the County so you get maybe representation of, I mean that would put you at seven (7).

Sheriff Wilder: Yeah, I think that'd be fine. I think the interest of the people from the public is more for transparency than, they wouldn't have a lot of, I don't think, input of how or what. I think it's for the transparency to see that we're not just trying to do something, that there's the need and we're trying to do it cost effective, but yet build for the future. I think that's the purpose of having someone from the community on there.

Commissioner Saylor: Sure, especially if you get someone on there that's engaged in their community. Cause that's going to just help...

Commissioner Johnson: You're talking about perspectives.

Commissioner Saylor: That's going to help you out.

Sheriff Wilder: Yeah, and it gives you also a little of the different side of what, you know, how I or you maybe as the Sheriff or Jail just doing, you know, what the public view of what we're doing too.

Commissioner Saylor: Okay, so what do we...? Do we need to make a motion in support of that or just a consensus or...?

Todd Glass: Is this the committee? The formation of the committee?

Commissioner Saylor: Yeah. Or does he even need our...

Todd Glass: Probably just a consensus. He's, I don't think you need a motion.

Sheriff Wilder: I think we'll come at, (inaudible), cause I don't know if we really need a motion on a Jail Committee, but I think for the appointments or how we do that might come through the Commissioners to make those appointments. But at some point, there'll probably have to be a Jail Study done and at that point there's a cost. So, I, the committee would maybe be under your advisement. We're advising to you so there's things that are done at effective costs. And I'm not real sure.

Todd Glass: May I suggest on the fly that maybe the Sheriff recommend the other individuals he'd like to suggest for the committee. By motion you establish the committee and explain what their charge is in appointing them at that time.

Sheriff Wilder: Well, how about we bring it to the next meeting so I can at least see who on the Council might be interested or, you know, on yours to serve.

Commissioner Saylor: Give you a couple weeks to get your committee formed.

Sheriff Wilder: Yeah, but at least we kind of know where we're going and that way too at the next Council meeting we can kind of let them know where we're standing, so, on those issues. Ted had left. I know he had had sent me a thing about a Jail in Hancock County being fifty-five million dollars ($55,000,000.00) or something to build. I don't, there's no way I could ever see that being...

Commissioner Johnson: That's a huge county.

Sheriff Wilder: Huge County, but I don't know where that number came from. I mean, I believe it. But, I'd never imagine...

Commissioner Saylor: They call it the Taj Mahal?

Sheriff Wilder: I would love to see what we could get for that.

Commissioner Johnson: (Inaudible).

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: The next item on the agenda is Commissioner Phillippe?

Commissioner Phillippe: I have nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: Nothing, Sir.

Commissioner Saylor: I have nothing. Meeting adjourned.

ADJOURNMENT: Meeting adjourned at 5:25 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

2019R-006065
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
07/22/2019 10:29 AM
REC FEE: 0.00
PAGES: 2

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2C-2019-16

PLAN COMMISSION DOCKET # PC-R-19-07

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 Agricultural Zoned District, as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate:

Part of the Southwest Quarter of the Northwest Quarter of Section Thirteen (13), Township Six (6) South, Range Nine (9) West, located in Warrick County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said quarter quarter section; thence South 01 Degree 52 Minutes 59 Seconds East a distance of 227.66' to the place of beginning; thence South 88 Degree 12 Minutes 08 Seconds East 202.77' to a ½" rebar found; thence South 02 Degree 00 Minutes 37 Seconds West 321.63' to a ½" rebar; thence South 89 Degree 51 Minutes 51 Seconds East 213.86' to the western boundary of State of Indiana ROW (Inst. 2009R-001033); thence South 33 Degree 02 Minutes 47 Seconds West 233.24'; thence South 37 Degree 14 Minutes 07 Seconds West 210.40'; thence North 71 Degree 47 Minutes 31 Seconds 39.81'; thence North 30 Degree 41 Minutes 20 Seconds West 129.54'; thence North 02 Degree 44 Minutes 07 Seconds West 190.04'; thence South 89 Degree 48 Minutes 14 Seconds West 7.01'; thence North 01 Degree 06 Minutes 40 Seconds West 50.28'; thence North 89 Degree 51 Minutes 51 Seconds West 30.0' to a point in the center of Old Plank Road; thence North 0 Degree 06 Minutes 40 Seconds West 327.34' to the point of beginning. Said description to be 3.366 acres more or less.

which real estate is now zoned and classified as part of the Agricultural Zoning 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 Agricultural District to said "C-3" Highway Commercial 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

7/22/19
Date Approved

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

Signature: Chad Bennett
Printed Name: Chad Bennett
This document prepared by: Chad Bennett

X Ref # 2009R-001033
2009R-003587

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 5

To (Owner): Warrick County	Application Period: 05/01/19 - 05/31/19	Application Date: 6/13/2019	
Project: Boonville Downtown Plaza	From (Contractor): JBI Construction, Inc.	Via (Engineer): Midwestern Engineers, Inc.	
Owner's Contract No.:	Contract:		
	Contractor's Project No.: 11561	Engineer's Project No.: 2018012-01	

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		$6,130.00
2		$197,947.50
3		$33,701.50
TOTALS		$239,779.00
NET CHANGE BY CHANGE ORDERS	-$239,779.00	

1. ORIGINAL CONTRACT PRICE	$	$692,759.00
2. Net change by Change Orders	$	-$239,779.00
3. Current Contract Price (Line 1 ± 2)	$	$452,980.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$411,972.36
5. RETAINAGE:		
a. X 10% Work Completed	$	$41,197.24
b. X Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	$41,197.24
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$370,775.12
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$328,921.90
8. AMOUNT DUE THIS APPLICATION	$	$41,853.22
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	$87,014.53

Contractor's Certification

The undersigned Contractor certifies, to the best of his knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Lien, security interest, or encumbrance); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature
By: Eric M Ross Date: 6/13/2019

Payment of: $ Forty-One Thousand Eight Hundred Fifty-Three Dollars and Twenty-Two Cents (Line 8 or other - attach explanation of the other amount)
is recommended by: Clark W. Ra 6/27/19 (Engineer) (Date)

Payment of: $ Forty-One Thousand Eight Hundred Fifty-Three Dollars and Twenty-Two Cents (Line 8 or other - attach explanation of the other amount)
is approved by: 7/22/19 (Owner) (Date)

Approved by: Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Unit Price Work **Contractor's Application**

For (Contract):	Boonville Downtown Plaza	Application Number:	3
Application Period:	05/01/19 - 05/31/19	Application Date:	6/13/2019

A					B	C	D	E	F		
Item		Contract Information									
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B - F)
003	Clearing Right of Way	0.10	ls	$125,000.00	$12,500.00	0.05	$6,250.00		$6,250.00	50.000%	$6,250.00
004	Temporary Silt Fence	1,070.00	lft	$2.00	$2,140.00						$2,140.00
007	Concrete Wall, Remove	1,039.00	lft	$32.00	$33,248.00		$33,248.00		$33,248.00	100.000%	
010	Subgrade Treatment, Type B	737.00	syd	$32.00	$23,584.00		$23,584.00		$23,584.00	100.000%	
013	Sidewalk, Concrete	737.00	syd	$48.00	$35,376.00	331.43	$15,910.00		$15,910.00	100.000%	
014	Curb Ramp, Concrete	32.00	syd	$190.00	$6,080.00	30.03	$5,706.50		$5,706.50	93.850%	$380.50
015	Detectable Warning Surfaces	20.00	syd	$165.00	$3,300.00						$3,300.00
017	Curb & Gutter, Concrete, Modified	45.00	lft	$38.00	$1,710.00		$1,710.00		$1,710.00	100.000%	
018	PCCP for Approaches, 9"	37.77	syd	$95.00	$3,588.15		$3,588.15		$3,588.15	100.000%	
019	Wall	1,070.00	lft	$185.00	$197,950.00		$194,712.50		$194,712.50	98.364%	$3,237.50
022	Surface Seal	1,500.00	syd	$3.00	$4,500.00	158.70	$1,476.34		$1,476.34	32.811%	$3,023.66
025	Pipe, Type 4, Circular, 4"	1,170.00	lft	$16.00	$18,720.00		$17,720.00		$17,720.00	94.658%	$1,000.00
036	Maintaining Traffic	0.348	dol	$115,000.00	$40,020.00	8,977.04	$15,422.24		$15,422.24	38.536%	$24,597.76
039	Bollard	2.00	ea	$1,300.00	$2,600.00						$2,600.00
056	Curb & Gutter, A, Concrete	613.00	lft	$28.00	$17,164.00	303.00	$17,164.00		$17,164.00	100.000%	
057	Architectural Surface Treatment	1,605.00	sft	$19.50	$31,297.50		$30,785.63		$30,785.63	98.365%	$511.87
	Totals				$458,269.65		$441,972.36		$441,972.36	89.874%	$46,417.29

EJCDC® C-620 Contractor's Application for Payment.
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Page 1 of 1

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

This Amendment to Administrative Services Agreement (this "**Amendment**") dated as of **May 1, 2019** (the "**Amendment Effective Date**") amends the Administrative Services Agreement (the "**Agreement**") entered into as of **January 1, 2018**, as amended, by and between Meritain Health, Inc. ("**Meritain**") and **Warrick County Government Employees** ("**Client**") as follows:

I. PHARMACY BENEFITS MANAGEMENT SCHEDULE

The Agreement is hereby amended by the deletion of the Pharmacy Benefit Management Services Schedule in its entirety and is replaced with the following new Pharmacy Benefit Management Services Schedule attached hereto and incorporated herein.

II. MISCELLANEOUS

Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Amendment, remains in full force and effect.

In Witness Whereof, the parties have executed this Amendment on the dates set forth below.

MERITAIN HEALTH, INC.

Name: Margie Mann
Title: Regional President
Date: 05/09/2019

WARRICK COUNTY GOVERNMENT EMPLOYEES

Name: Tony J Phillippe
Title: Member, Warrick County Bd. of Comm.
Date: 07/09/2019

PHARMACY BENEFIT MANAGEMENT SERVICES SCHEDULE (CVS/ESI Traditional Pricing)

Subject to the terms and conditions of this Agreement including without limitation this Pharmacy Benefit Management Services Schedule (this "**PBM Schedule**"), the pharmacy benefit management services (the "**PBM Services**") with respect to Client's PBM Plan (as hereinafter defined) are described below.

1. DEFINITIONS.

For the purposes of this PBM Schedule, the following phrases shall have the meaning set forth below:

a. **AWP** means the average wholesale price of a Covered Drug as identified by Medi-Span (or other drug pricing source mutually agreed upon by Meritain and PBM Vendor). The applicable AWP for prescriptions: (i) filled in any retail Network Pharmacy will be the AWP on the date the drug was dispensed for the 11-digit National Drug Code ("NDC") for the package size from which the drug was actually dispensed as such 11-digit NDC is reported by the Network Pharmacy, and (ii) filled in any mail service Network Pharmacy will be the AWP on the date the drug was dispensed for the 11-digit NDC for the package size from which the drug was actually dispensed. The standard package size applicable to a mail service Network Pharmacy means one hundred (100) units (i.e., pills, tablets, capsules, etc.); unless a smaller package size is available from the manufacturer, or the actual package size dispensed for liquids and topical treatments. If Medi-Span does not provide an AWP for a particular 11-digit NDC (and Meritain and PBM Vendor have not agreed upon another drug pricing source for such NDC), the applicable AWP for such prescriptions will be the lowest cost AWP per unit for such Covered Drug as reported by Medi-Span.

b. **Brand Name Drug** means a Covered Drug that is not a Generic Drug.

c. **Covered Drug** means any prescription drugs, devices, over-the-counter drugs, supplies and Specialty Products that are prescribed by a Prescribing Provider and that are covered under the PBM Plan including all services usually and customarily rendered by a pharmacy in the normal course of business such as including dispensing, counseling and product consultation.

d. **Generic Drug** means a prescription drug, whether identified by its chemical, proprietary, or non-proprietary name that is: (i) therapeutically equivalent and interchangeable with Brand Name Drugs having an identical amount of the same active ingredient(s) and approved by the FDA; or (ii) classified and reported as a generic drug by the PBM vendor or Medi-Span.

e. **Formulary** means the list of Covered Drugs developed and maintained by Meritain and its PBM Vendor, as amended from time to time, and adopted by Client for its PBM Plan.

f. **Maximum Allowable Cost** or **MAC** means the unit price established by the PBM Vendor for a drug with more than two sources included on the MAC drug list applicable to Client, which list may be amended from time to time by the PBM Vendor in maintaining its generic pricing program.

g. **Mail Service Pharmacy** means any licensed mail service pharmacy that has entered into an agreement with the PBM Vendor to supply or dispense Covered Drugs.

h. **Network Pharmacy** means any Retail Pharmacy, Mail Service Pharmacy or Specialty Pharmacy.

i. **PBM Claim** means a request by any person, PBM Participant, or Network Pharmacy for payment or reimbursement for Covered Drugs.

j. **PBM Participant** means any person who is eligible, properly enrolled and entitled to benefits under the terms of the PBM Plan.

k. **PBM Plan** means that benefit plan or benefit plan component under the Plan that provides coverage for prescription drugs and/or other drugs and items prescribed by a Prescribing Provider, including Specialty Products, and which will include significant cost-sharing benefits and minimal cost sharing by individual PBM Participants (i.e. copayments, deductibles, and/or co-insurances consistent with traditional industry standards), all as more specifically described in such PBM Plans.

l. **PBM Documents** means the documents that specify the Covered Drugs, items that are expressly excluded from coverage under the PBM Plan, the amount which a PBM Participant is required to pay for a prescription in accordance with the PBM Plan (which may be a deductible, coinsurance or copayment, or other reimbursement rates), and any other information and terms necessary for the implementation and management of the PBM Plan.

m. **PBM Vendor** means the organization that Meritain has arranged to provide claims processing and adjudication and other services for the PBM Plan.

n. **Prescribing Provider** means any physician, dentist, hospital, or other medical practitioner, or medical care facility or vendor of supplies or services, who or which is authorized to prescribe medications or drugs.

o. **Retail Pharmacy** means any licensed retail pharmacy that has entered into an agreement with the PBM Vendor to participate in the retail network established by the PBM Vendor to supply or dispense prescription drugs.

p. **Specialty Pharmacy** means any licensed pharmacy that has entered into an agreement with the PBM Vendor to supply or dispense Specialty Products.

q. **Specialty Products** means those Covered Drugs, medicines, agents, substances and other therapeutic products that are designated by the PBM Vendor as Specialty Products due to their particular characteristics, including one or more of the following: (i) they address complex, chronic diseases with many associated co-morbidities (e.g., cancer, rheumatoid arthritis, hemophilia, multiple sclerosis), (ii) they require a greater amount of pharmaceutical oversight and clinical monitoring for side effect management and to limit waste, (iii) they have limited pharmaceutical supply chain distribution as determined by the drug's manufacturer and/or (iv) their relative expense.

r. **U&C** means a pharmacy's usual and customary selling price for a Covered Drug.

2. TERMINATION.

Either party may terminate this PBM Schedule and the PBM Services upon at least sixty (60) days/forty five (45) days written notice to the other party prior to the end of the Initial Term or any Renewal Term, such termination to be effective only upon the end of such Initial Term or Renewal Term. The termination or expiration of this PBM Schedule or the PBM Services hereunder by itself as permitted under this Section shall in no event constitute or result in the termination or expiration of this Agreement.

3. PBM PROGRAM.

a. PBM Documents. Meritain shall provide Client with the required PBM Documents for completion by Client. The terms of the PBM Documents, and any amendments or changes thereto, must be mutually agreed upon by the parties, and Client shall sign and return to Meritain such mutually agreed upon PBM Documents within such reasonable time that is required by Meritain. If Client does not timely sign and return the PBM Documents, such PBM Documents will be deemed accepted by Client and Meritain will proceed to implement the PBM Plan in accordance with the information provided by Client in the PBM Documents.

b. Formulary. Client acknowledges and agrees that it shall participate in the Formulary as offered by Meritain, provided however, such Formulary is subject to change at PBM Vendor's sole discretion due to various factors, including without limitation market conditions, clinical information or cost. If Client desires to participate in the Formulary differently than as provided by Meritain, Client shall identify the nature and extent of such changes or deviations in the PBM Documents provided by Meritain, and such deviations and/or changes must be agreed upon by both parties in writing.

c. Cost Share. Client acknowledges and agrees that the terms and rates of this PBM Schedule and Meritain's obligation to perform hereunder are contingent upon Client's PBM Plan providing significant cost sharing consistent with industry standards ("**Traditional Cost-Sharing**"). If Client's PBM Plan does not have Traditional Cost-Sharing or is later modified such that it does not have Traditional Cost-Sharing for one-hundred percent patient responsibility plans or cash card plans, then notwithstanding anything to the contrary herein, Meritain shall have the right in its sole discretion and upon notice to Client to adjust the rates of this PBM Schedule retroactive to the point in time when Client instituted the one-hundred percent patient responsibility or cash card benefit plan. If Client has a lower premium and higher deductible PBM Plan ("**High Deductible Rx Plan**"), such High Deductible Rx Plan will be subject to an additional administrative fee set forth below in Table D. under Section 13 of this PBM Schedule.

d. Reporting. Meritain shall provide standard PBM Claims, eligibility, and management reporting to Client.

e. Call Center. Meritain shall make available to Client through the PBM Vendor, a toll-free telephone number to assist Client and its PBM Participants with eligibility and benefits verification, location of Network Pharmacies and other related PBM Participant matters.

4. PRIOR AUTHORIZATION PROGRAM.

Meritain shall arrange for prior authorization services through the PBM Vendor ("**PA Program**"), and drugs subject to the PA Program ("**PA Drugs**") are determined by the PBM Vendor. Under the PA Program, prior authorization from the PBM Vendor is required for any PA Drugs prior to being covered as a Covered Drug under the PBM Plan. Client acknowledges that the PA Program is based solely on objective criteria and the limited amount of patient information made available in the process of considering a request for prior authorization, and that determining whether to authorize coverage of a PA Drug under the PA Program is based on industry standard guidelines selected by the PBM Vendor. The PBM Vendor may rely entirely upon information about the PBM Participant and the diagnosis of the PBM Participant's condition provided to it from sources deemed reliable, including but not limited to the Prescribing Provider and the dispensing pharmacist. Notwithstanding the foregoing, none of Meritain or any of its affiliates, nor PBM Vendor, will undertake, and none of the foregoing are required, to make diagnoses, or to substitute its judgment for the professional judgment and responsibility of the Prescribing Provider.

5. CLAIMS PROCESSING.

Meritain shall arrange for claims processing and adjudication of PBM Claims by the PBM Vendor, including on-line claims processing for Covered Drugs dispensed by Network Pharmacies. Meritain does not process PBM Claims under the PBM Plan. The on-line claims processing services for Covered Drugs dispensed by Network Pharmacies shall include the following functions: (a) verification and application of eligibility, formulary inclusion, utilization history and the Plan's prescription drug program design; (b) drug utilization review; (c) calculation of benefits in accordance with the PBM Documents; and (d) the provision of ministerial adjudication of PBM Claims.

6. APPEALS.

a. Client is the "plan sponsor," "plan administrator" and "named fiduciary" with respect to the PBM Plan, as such terms are interpreted under Applicable Law. Client, as Plan Administrator, retains complete authority and responsibility for the PBM Plan, its operation, and the benefits provided thereunder. Meritain is empowered to act on behalf of Client in connection with the PBM Plan only to the extent

expressly stated in this PBM Schedule, and except as provided in this Section: (i) the PBM Services will not include the power to exercise discretionary authority over Plan operations or Plan assets (if any), and (ii) Meritain will not for any purpose be deemed to be the "Plan Administrator" of the Plan or a "fiduciary" with respect to the Plan. Meritain's services under this PBM Schedule are intended to and will consist only of those "ministerial functions" described in 29 C.F.R. §2510.75-8, D-2 and will be performed within the framework of policies and interpretations established by Client. Client has the sole and complete authority to determine eligibility of persons to participate in the PBM Plan, and has selected and is solely responsible for the PBM Plan's benefit and coverage design.

b. Client and Meritain agree that with respect to Section 503 of ERISA, Meritain, except as set forth under Section 6.d. of this PBM Schedule, will be the "appropriate named fiduciary" of the PBM Plan for the purpose of reviewing appeals of denials of prior authorization requests and appeals of denials of PBM Claims under the PBM Plan ("**Appeals**"). Client understands that the performance of fiduciary duties under ERISA necessarily involves the exercise of discretion on Meritain's part in the determination and evaluation of facts and evidence presented in support of any Appeals. Therefore, and to the extent not already implied as a matter of law, Client hereby delegates to Meritain discretionary authority to determine entitlement to benefits under the applicable Plan Documents for Appeals received, including discretionary authority to determine and evaluate facts and evidence, and discretionary authority to construe the terms of the PBM Plan. It is also agreed that, as between Client and Meritain, Meritain's decision on any Appeals is final and that Meritain has no other fiduciary responsibility.

c. Meritain shall receive, on behalf of Client, Appeals, and review Appeals received during the Term using its Appeal review procedures in a manner consistent with the Plan and Applicable Law.

d. If Meritain receives any Appeals involving or arising out of cost-share provisions or any other matter not expressly within the scope of Meritain's obligations under this Section it will refer such to Client for its exclusive and final resolution.

e. If the denial is upheld in the final level of appeal under the Plan Document, the Appeal will be reviewed to determine if the appeal is eligible for External Review Organization ("**ERO**") review, and if eligible, then the PBM Participant will be informed of his or her right to appeal to an ERO.

7. NETWORK PHARMACY ACCESS.

a. Network Access. Meritain shall arrange for access to Network Pharmacies through the PBM Vendor for Client and its PBM Participants for Covered Drugs. Meritain shall provide Client and its Participants with web-based access to the list of Network Pharmacies. Network Pharmacies are authorized to charge, and PBM Participants must pay, all applicable cost-shares prior to dispensing the Covered Drug. Notwithstanding the foregoing, Retail Pharmacies and Mail Service Pharmacies for each Generic Drug dispensed are authorized to charge and collect from PBM Participants the lesser of: (i) the applicable cost-share, (ii) U&C, (iii) the MAC price, or (iv) the discount rate. Client acknowledges that the PBM Vendor, and not Meritain, is responsible for pharmacy credentialing, contracting, recruiting, licensing, accreditation, maintaining adequate staffing, practice and professional standards and all other activities pertinent to the responsibilities accorded to the pharmacy network.

b. Specialty Product Network Access. Client may select in the PBM Document the PBM Vendor's network that it desires to participate in and have access to for Specialty Products as set forth below:

i. Open Network. Under the Open Network Specialty Products option, Specialty Products may be filled through either a Specialty Pharmacy or a Retail Pharmacy. Specialty Products are not available from a Mail Service Pharmacy, and any Specialty Product prescription submitted to a Mail Service Pharmacy will be rejected with a "NDC not covered" message, and the prescription will automatically transfer to a Specialty Pharmacy. Client authorizes Meritain to permit the PBM Vendor and the Specialty Pharmacy to communicate with PBM Participants and Prescribing Providers regarding the transition from a Mail Service

Pharmacy (or other pharmacy) to the selected Specialty Pharmacy, and to advise PBM Participants filling Specialty Products in pharmacies or the option to fill prescriptions through the selected Specialty Pharmacy. A current list of Specialty Products offered under this provision may be obtained from Meritain upon request.

ii. Exclusive Network. Under the Exclusive Network Specialty Products option, Specialty Products may only be filled through a Specialty Pharmacy and are not available through either Retail Pharmacies or Mail Service Pharmacies, unless Client elects in the PBM Documents the option to allow for a one-time only fill of a Specialty Product at a Retail Pharmacy. Specialty Product prescriptions submitted to a Retail Pharmacy or Mail Service Pharmacy, except for the first time fill exception if elected, will be rejected with a "NDC not covered" message, and the prescription will be transferred to a Specialty Pharmacy. A current list of Specialty Products offered under this provision may be obtained from Meritain upon request.

c. Meritain does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at any Participating Pharmacy, the Mail Service Pharmacy or the Specialty Pharmacy. All pharmacies are independent contractors of PBM Vendor and Client acknowledges and agrees that neither Meritain nor the PBM Vendor shall have any liability to Client, the PBM Plan, any PBM Participant, or any other person or entity for any act or omission of any such pharmacy or its agents or employees.

8. CLINICAL/TREND PROGRAMS.

Meritain shall make available to Client certain clinical/trend programs as offered by the PBM Vendor, provided however such additional clinical/trend programs may be subject to an additional fee, and may be amended, changed, or deleted at the PBM Vendor's discretion. Client's selection of these services and implementation thereof must be documented via the PBM Documents or other written request from Client.

9. DRUG UTILIZATION REVIEW ("DUR").

Meritain shall arrange for the provision of a standard concurrent DUR analysis of each prescription submitted by a pharmacy on-line in order to assist the dispensing pharmacist and the Prescribing Provider to identify potential drug interactions, incorrect prescriptions or dosages, and certain other circumstances that may be indicative of inappropriate prescription drug usage. DUR shall not substitute for the professional judgment of the Prescribing Provider, the dispensing pharmacist, or any other Provider providing services to PBM Participants.

a. Utilization management and safety.

i. Point of Sale Safety Review. Real-time safety alerts to pharmacies at the time a prescription is filled. (Alerts of interactions, allergies, therapeutic duplications, etc.).

ii. Standard Fraud, Waste, and Abuse Program. Pharmacy claims and target drugs, including but not limited to controlled substances are monitored to identify instances of fraud, waste and abuse.

iii. Retrospective Review. Pharmacist review of any retail or mail order drug claims or prescriptions within 72 hours to identify potential safety concerns or issues.

b. Medical Appropriateness.

i. Dose Optimization. Point-of-sale identification of opportunities where a high strength, single dose can be used in place of multiple daily dose quantities.

ii. Quantity Limits. Control maintenance over drugs with potential adverse effects of overdose, misuse or PBM Participant safety concerns without eliminating coverage.

iii. Dispense as Written ("DAW") 1 & 2. If elected by Client in the PBM Documents, DAW 1: outreach to physicians to determine if a Generic Drug may be substituted for a Brand Name Drug. If elected by Client in the PBM Documents, DAW 2: outreach to PBM Participants to determine if a Generic Drug may be substituted for a Brand Name Drug, and if so, encourage and educate such designated PBM Participant on the use and benefits of the Generic Drug equivalent.

10. RATES AND FEES.

Client shall pay to Meritain the amounts set forth below for the PBM Claims dispensed by pharmacies, net of applicable cost-share, and other applicable fees set forth in this PBM Schedule and for the applicable fees, if any, for the clinical/trend programs elected by Client. Client will fund the PBM Claims and pay any other fees under this PBM Schedule in accordance with the terms of this Agreement. The discounts set forth below are measured on a component basis across all Meritain's participating groups. Meritain may exclude limited distribution specialty/biotech drugs, over-the-counter products, supplies, administration of vaccines, compounds, subrogation claims and in-house or 340B pharmacy claims from the discounts set forth below.

11. RATES FOR BRAND, GENERIC, AND COMPOUND DRUGS DISPENSED AT A RETAIL PHARMACY OR A MAIL SERVICE PHARMACY.

Table A.

Rates, Credits, and Discounts	Retail Pharmacy Discounts*	Mail Service Pharmacy**	90 Day at Retail Pharmacy Discounts***
Average Annual Brand Discount	AWP – 18.50%	AWP – 24.50%	AWP – 20.50%
Average Annual Generic Drug Discount	AWP – 74.50%	AWP – 77.50%	AWP – 74.50%
Dispensing Fee/Rx	$1.20	$0.00 (subject to change for changes in postal rates)	$1.15

* (<83 day supply)
** (35-90 days supply)
*** (>83 day supply)

Compound Prescriptions: Lesser of U&C or combined AWP plus applicable service fee.

a. In no event shall the rates set forth above in Table A be applied to Specialty Products, regardless of the pharmacy from which they are dispensed. The rates for Specialty Products are set forth below in Table B or Table C, as applicable, for Specialty Products.

b. For each eligible generic prescription-drug claim, ingredient cost will be calculated at the lesser of the applicable U&C (retail only), MAC, or AWP discount price in determining the discount achieved.

c. The retail reimbursement rates do not apply to non-retail providers such as long-term care facilities, home infusion pharmacies, and Indian Health/Tribal/Urban providers.

d. The proposed pricing as set forth above assumes the method of determining AWP based on the pricing files published by Medi-Span on or after September 27, 2009.

12. SPECIALTY PRODUCT REIMBURSEMENT RATES.

a. Option 1- Retail Pharmacies & Specialty Pharmacy – Open Network:

Table B.

Pharmacy Location	Ingredient Cost	Dispensing Fee
Specialty Pharmacy	AWP – 14.00%	$0.00
Retail Pharmacy Specialty Products	AWP – 18.50%	$1.20

b. Option 2- Specialty Pharmacy- Exclusive Network:

Table C.

Exclusive Network	Ingredient Cost	Dispensing Fee
Specialty Medication	AWP – 14.50%	$0.00

13. ADDITIONAL FEES & CHARGES.

Table D.

	Fee
High Deductible Rx Plan	$2.00 per claim
Participant and Pharmacy Submitted Paper Claims Processing	$1.50 per claim
Manual Adjustments Data Entry	$1.00 per entry
Pharmacy Audit Recoveries	20% of audit recoveries
Prescription Drug Claim Audit Recoveries	20% of audit recoveries
Custom Ad-Hoc Reporting/Programming	$150.00 per hour
Appeals – 1st Level and 2nd Level	1st Level – $100.00 2nd Level – $500.00

TAX SALE SERVICES SUPPORT ADDENDUM

As part of and in accordance with that certain SRI Services Master Agreement (the "Agreement") executed by and between SRI, Incorporated ("SRI") and Warrick County, Indiana (the "County"), the County elects to obtain and, upon acceptance hereof, SRI agrees to provide in accordance with the terms of the Agreement and this Addendum, tax sale support services more specifically described as follows:

1. **Description of Services.**

(a) From various reports, data and information to be provided by the County Auditor and the County Treasurer, SRI will:

(i) prepare a list of properties for which taxes and/or special assessments are delinquent;

(ii) prepare all notices for mailing, publication and posting as required by statute;

(iii) prepare all updated lists as required by statute;

(iv) prepare all forms and records as prescribed or approved by the State Board of Accounts;

(v) clerk the tax sale and record disposition of all properties offered for sale;

(vi) update the tax sale record for all redemptions or deeds issued; and

(vii) provide any and all other services as agreed to pursuant to a work plan presented to and approved by the County Auditor and County Treasurer (the "Work Plan")

(b) The County through the County Auditor and County Treasurer, respectively as their duties require, shall provide:

(i) all necessary information and records as requested by SRI to prepare the required lists;

(ii) review of all information prepared for accuracy;

(iii) updates as required by statute and reasonably requested by SRI;

(iv) filing of all legal documents with the Court as required by statute; and

(v) all documents, information and assistance as agreed to in the Work Plan.

2. **Fees and Expenses.** In consideration for the services provided by SRI pursuant to this Addendum and subject to the terms and conditions of the Agreement, the County agrees to bill each property owner a fee of One Hundred ($100.00) for each parcel listed on the Certified List as a "cost of sale" as provided in IC § 6-1.1-24-2 (the "Service Fee"). The Service Fee shall be collected by the County on all parcels included on the Certified List and remitted to SRI upon collection and receipt of an invoice for the Service Fees from SRI. The County shall prepare and deliver to SRI a report of all payments made by property owners with respect to properties listed on the Certified List as provided in the Work Plan, beginning on the Effective Date. In addition to collecting the Service Fee, the County shall be responsible for and pay all costs of publication and all postage costs related to the mailing of any notice required by statute.

3. **Disclosure of Information.** SRI recognizes and acknowledges that it may have access to certain confidential information of the County and other entities. SRI will not during, or after, the term of the Agreement or this Addendum, disclose any such confidential information to any person or firm, corporation, association, or any other entity for any reason or purpose whatsoever,

unless required by law or upon the prior written consent of the County. In the event of a breach or a threatened breach by SRI of the provisions of this paragraph, the County shall be entitled to an injunction enjoining SRI from disclosing, in whole or in part, such confidential information.

This Addendum is effective _____ _____, 20_____ (the "Effective Date") and supersedes all previous addendums heretofore executed.

Recommended by:

Warrick County Auditor

Warrick County Treasurer

ACCEPTED:
SRI, Incorporated

By: _____
Printed: James B. Hughes
Its: President
Date: _____

Warrick County, Indiana
by and through the BOARD OF COMMISSIONERS

By: Dan Saylor
Printed: Dan Saylor
Its: President
Date: 7-22-19

By: [illegible]
Printed: Robert H. Johnson, Jr.
Its: Vice President
Date: 7-22-19

Page 4

TAX SALE SERVICES ADDENDUM

By: _____

Printed: Terry J Phillipps

In: Board Member

Date: 7-22-19

To be included in Medical Plan Documents:

1. To be placed in the opening paragraphs of the Medical Schedule of Benefits:

Important: Prior authorization may be required before benefits will be considered for payment. Failure to obtain prior authorization may result in a penalty or increased out-of-pocket costs. Refer to the Care Management section of this SPD for a description of these services and prior authorization procedures.

Certain medications require Prior Authorization from the Prescription Benefit Program administered by the Pharmacy Benefit Manager; TrueScripts Management Services. To assist members to determine whether prescriptions are covered under the Medical plan or the Prescription Benefit Program see Medical Exclusions Section, or members may call TrueScripts Management Services at 1.844.257.1955 to Pre-Authorize a prescription. A list of these medications can also be viewed at www.TrueScripts.com/Members. Refer to the Prescription Drug Program section of this SPD for additional details.

2. Under Medical Benefits / Exclusions:

Drugs — Certain prescription drugs that are listed on the Medical Excluded Formulary List, as defined below, and that are not prescribed:

1) As in-patient care,
2) As emergency care,
3) As urgent care,
4) During an out-patient surgical procedure, or
5) For oncology infusions (unless determined otherwise by the Plan per oncology infusion drug)

are excluded under the Medical provisions of the Plan, and may only be eligible for coverage under, and subject to, the terms of the Prescription Benefit Program administered by the Pharmacy Benefit Manager, TrueScripts Management Services. "Medical Excluded Formulary List" means the list of drugs that are excluded from coverage under the Medical provision of the Plan, as from time to time amended, and which may be viewed at www.TrueScripts.com/Members. The terms of the Prescription Benefit Program include the procedures issued by the Pharmacy Benefit Manager to administer the Preferred Formulary and Excluded Formulary List, subject to plan sponsor's reservation of authority to prospectively approve otherwise excluded prescriptions to be an eligible claim under the Medical provisions by notifying TPA via email that a specific prescription is to be an eligible claim under the Medical plan.

_____
Dan Saylor, President, Warrick County Commissioners
Plan Administrator

07 / 22 / 2019

The TrueScripts SPD Language is location on File in its entirety in the Auditor's Office.

AUG 14 2019

ENCROACHMENT AND NON-SUBORDINATION AGREEMENT

THIS ENCROACHMENT AND NON-SUBORDINATION AGREEMENT (this "Agreement"), is made and entered into this 26th day of July, 2019, by and between **WARRICK COUNTY**, an Indiana political subdivision having a mailing address of 107 W. Locust Street, Ste. 301, Boonville, Indiana 47601 (the "County") and the **TOWN OF NEWBURGH**, an Indiana political subdivision having a mailing address of 23 W. Jennings Street, Newburgh, Indiana 47630 (the "Town").

WITNESSETH THAT:

WHEREAS, the Town is the owner of certain sanitary sewer easements located in Warrick County, Indiana, and more particularly identified on the attached Exhibit A (collectively, the "Easements");

WHEREAS, by virtue of the Easements, the Town was granted certain easement rights over, under and upon the area of real estate described in and encumbered by the Easements, as more particularly identified on the attached Exhibit B (the "Easement Area"), including the right to erect, construct, install, lay, use, operate, inspect, repair, maintain, and replace sanitary sewer pipes within the Easement Area;

WHEREAS, in accordance with the terms of the Easements, the Town has constructed and presently maintains certain sanitary sewer improvements within the Easement Area, including a twelve inch (12") sanitary force main, a twenty-four inch (24") sanitary sewer force main line, an eight inch (8") sanitary sewer gravity line, and related facilities and appurtenances (the "Sewer Improvements");

WHEREAS, a portion of the Easement Area adjoins and runs parallel to Bell Road, and a portion of the Easement Area adjoins and runs parallel to Vann Road, which roads are public roadways under the jurisdiction and control of the County;

WHEREAS, the County desires to widen and improve a portion of Bell Road and Vann Road with funding being provided by the State of Indiana (the "County Project");

WHEREAS, the County has acquired or will acquire certain real estate interests for the purpose of the County Project (the "County Real Estate"), which real estate the County intends to dedicate, at least in part, as public right of way for the widening, improvement and use of Bell Road and Vann Road;

WHEREAS, the County Real Estate is encumbered, at least in part, by the Sewer Easements and the County's intended improvement and use of the County Real Estate will encroach in and upon the Easement Area;

WHEREAS, the Town is willing to permit the County's intended encroachment on and use of the Easement Area, and the County is willing to acknowledge the superiority of the Easements and the Town's rights in the Easements to the County's rights as to the Easement Area, and the Town is willing to acknowledge certain rights of the County and responsibilities of

the Town in respect of those rights, all in accordance with and subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the recitals and of the premises, mutual covenants, mutual representations, warranties, covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Approved Encroachment. Subject to the terms and conditions of this Agreement, the Town hereby grants to the County, its successors, assigns, agents, contractors, subcontractors, consultants and employees, a perpetual and non-exclusive right to encroach upon, in, and over the Easement Area (the "Encroachment Rights") as more particularly set forth herein. The sole and limited purpose of the Encroachment Rights is for the development, construction, maintenance and repair of the road widening improvements for Bell Road and Vann Road to be performed by the County (the "Road Improvements"), all of which shall be in accordance with the plans and specifications mutually prepared by the County and the Indiana Department of Transportation and shared with the Town (the "Plans and Specifications"). The County hereby agrees that the Plans and Specifications as they relate to and impact the Easement Area shall not be materially altered or changed without the prior written consent of the Town, which shall not be unreasonably withheld. The County shall construct the Road Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as these statutes, ordinances, rules, and regulations. The County shall keep the Easement Area free and clear of all liens and encumbrances arising from the Road Improvements. Upon the Town's request, the County shall provide the Town with as-built drawings and a survey showing the location and depth of the Road Improvements installed in and upon the Easement Area.

2. No Obstructions and Non-Disturbance. Except as set forth in this Agreement and the Plans and Specifications, and excepting therefrom currently existing obstructions including Vectren and other utility poles, the County agrees not to permit any obstruction to exist in, under, over or upon the Easement Area which would obstruct the Easement Area or otherwise interfere with the Town's exercise of its rights within the Easement Area, including without limitation, the use, maintenance and repair of the Sewer Improvements. The County covenants that the Town's rights to and within the Easement Area, and the Town's right to quiet enjoyment, possession, and use of the Town's improvements in the Easement Area, including without limitation the Sewer Improvements, shall not be disturbed by the County for any reason whatsoever without the Town's prior written consent, which shall not be unreasonably withheld. In the event any portion of the Easement Area or the improvements of the Town within the Easement Area, including without limitation the Sewer Improvements, are disturbed or damaged by the actions of the County, the County agrees to restore such area to the condition in which it existed as of the commencement of such activity.

3. Non-Subordination. The County acknowledges and agrees that the Easements are valid and in full force and effect as of the date of this Agreement to the best knowledge of the County, that the Town does not, in any way, limit, alter, waive, subordinate or forfeit any of its rights to the use and control of the Easement Area, that the rights granted to the County hereunder shall be and shall remain, at all times, and in each and every respect, subject and subordinate to the rights of the Town with respect to the Easement Area, and that the County, its successors or assigns, will not materially impair or unreasonably interfere with the Town's use of the Easements or the Town's exercise of its rights in the Easement Area.

4. Specific Agreements. In accordance with foregoing, the County and Town more specifically agree as follows: (a) In the event the Easement Area or any portion of the Easement Area is dedicated by the County or otherwise put to use by the County as public right of way for public roadway or other public purposes, such public right of way shall remain subject and subordinate to the Town's prior Easements and easement rights and provisions of this Agreement; The Town shall have the right to access its Sewer Improvements for purposes of exercising its easement rights without the necessity of obtaining any permit or other permission from or paying any fee to the County so long as the Town's access does not interfere with traffic flow on Bell Road or Vann Road, in which event the Town shall first obtain County approval of such access; (b) The Town may, to the extent reasonably necessary in the performance of its easement rights and upon written notice to the County, temporarily close Bell Road or Vann Road only after obtaining County approval of such closure and complying with the conditions of said closure; (c) Except as specifically shown on the Plans and Specifications, the County agrees to maintain at least four feet (4') of cover over the Sewer Improvements; (d) the Town shall not be liable or responsible for damage sustained to the Road Improvements or any other improvement or obstruction lying within the Easement Area during the Town's reasonable exercise of its easement rights; (e) in the event the Town is responsible for damage to the Road Improvements located outside of the Easement Area, then the Town agrees to restore such area of the Road Improvements to the condition in which it existed as of the commencement of such activity; (f) Other public utilities, including water, gas, electric, sewer, telephone, cable TV, fiber and other communication utilities, shall not be located within the Easement Area except as provided for in the Plans and Specifications or unless approved in writing by the Town, and the County agrees that it will not take any affirmative actions or steps to permit or otherwise authorize any third party to conduct any activity in the Easement Area without the express written permission of the Town.

6. Covenants Run with Land. The parties to this Agreement hereby acknowledge and agree that this Agreement and the Encroachment Rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, successors, and assigns, including without limitation owners, beneficiaries and other users of any hereafter created private or public easements or rights of way.

7. Further Assurances. From time to time after execution of this Agreement, upon the reasonable request of either party to this Agreement, the other party shall execute and deliver or cause to be executed and delivered such further instruments and agreements and take such further actions, as the other party may reasonably request in order more effectively carry out the terms and conditions of this Agreement.

8. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. All parties hereto hereby agree and consent that the exclusive, proper and preferred venue of any claim or cause of action concerning this Agreement shall lie in the Warrick County, Circuit or Superior Courts, Boonville, Indiana, or in the United States District Court for the Southern District of Indiana (Evansville Division) for purposes of disputes concerning or arising under, and enforcement of this Agreement.

9. No Public Rights; No Third Party Beneficiaries. Nothing contained in this Agreement shall be or shall be deemed to constitute a gift or dedication of any portion of any of the Easement Area to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of the parties hereto that the Encroachment Rights be strictly limited to and for the purposes expressed herein. The parties hereto agree and acknowledge that there are no intended third party beneficiaries of this Agreement or any of the rights and privileges conferred herein.

10. Insurance. The County shall maintain or cause to be maintained with respect to its respective property, commercial general liability insurance in the amount of at least Two Million and 00/100 Dollars ($2,000,000.00) for personal injury and property damage, combined single limit, and, upon request by the Town, provide written proof by way of a certificate of insurance that such coverage remains in full force and effect and may not be modified or terminated except upon the insurer endeavoring to provide at least thirty (30) days advance written notice to the other party.

11. Notices. Notices in demand required or permitted to be given hereunder shall be given by certified mail, return receipt requested, or by a national express service such as FedEx, to the addresses set forth above. All notices shall be deemed to have been given upon receipt (or refusal of such receipt). Any party hereto may change the name and or address to which notices are to be sent by written notice thereof served on the other party as provided herein.

12. Default. The failure to perform or observe any covenant, condition or agreement in this Agreement to be performed or observed by either party shall constitute a default of this Agreement by that party. Upon the occurrence of any default under this Agreement, but only if such default remains uncured for a period of thirty (30) days following written notice from the aggrieved party to the breaching party, the aggrieved party shall have the right, without waiving any claim for damages for breach, to (a) seek preliminary and/or permanent injunctive relief, or (b) cure such default for the account of the breaching party, and any amount paid or any contractual liability incurred in so doing shall be deemed paid or incurred for the account of the breaching party, and shall be reimbursed by the breaching party. Such remedies will not be the exclusive remedies for any default of this Agreement but will be in addition to all other remedies available at law or equity. In the event that the aggrieved party institutes any legal suit, action, or proceeding against the breaching party arising out of or relating to this Agreement, the aggrieved party shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

13. No Construction Against Preparer. This Agreement has been prepared by the Town and its professional advisors and reviewed by County and its professional advisors. The Town, the County and their separate advisors believe that this Agreement is the product of all of

their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either the Town or the County or against either the Town or the County.

14. Miscellaneous. This Agreement contains the complete agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, understandings or representations, written or verbal. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signature of the parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document. The section headings appearing in this Agreement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement. This Agreement shall be recorded in the real estate records of Warrick County, Indiana. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Each party warrants that the person signing this Agreement on behalf of such warranting party is duly authorized by all necessary and appropriate corporate action to execute this Agreement. No amendment or modification of this Agreement, and no approvals, consents or waivers by either party under this Agreement shall be valid or binding unless in writing and executed by the party to bound.

IN WITNESS WHEREOF, the undersigned have executed this Encroachment and Non-Subordination Agreement as of the day and year first above written.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WARRICK COUNTY
By: Dan Saylor
Name: Dan Saylor, President
Board of Commissioners of Warrick County

STATE OF INDIANA)
)
COUNTY OF Warrick)

Before me, a Notary Public, in and for said County and State, personally appeared Dan Saylor as Pres., Board of Commrs of WARRICK COUNTY, an Indiana political subdivision, who on behalf of said political subdivision, having been duly sworn state that any representations therein contained are true, acknowledge the execution of the foregoing instrument.

Dated this 22nd day of July, 2019.

TODD I. GLASS
Notary Public
Printed Name TODD I. GLASS
County of Residence: Warrick
My Commission Expires: 03-17-2024
My Notary Number: 681711

TODD I. GLASS
Notary Public
Printed Name
Warrick County
Commission Number 683168
Seal
NOTARY PUBLIC SEAL
Warrick County
Commission Number 683168
STATE OF INDIANA

TOWN OF NEWBURGH
By: William F. Kavanaugh
Name: William F. Kavanaugh
Title: Town Council President

STATE OF INDIANA)
)
COUNTY OF Warrick)

Before me, a Notary Public, in and for said County and State, personally appeared William F. Kavanaugh as Town Council President of the TOWN OF NEWBURGH, an Indiana political subdivision, who on behalf of said political subdivision, having been duly sworn state that any representations therein contained are true, acknowledge the execution of the foregoing instrument.

Dated this 26th day of July, 2019.

Christy Lynn Powell
Notary Public
Printed Name
County of Residence: Warrick
My Commission Expires: 5-6-2020
My Commission Number: 2635168

CHRISTY LYNN POWELL
Notary Public, State of Indiana
Warrick County
Commission Number 2635168
My Commission Expires
May 06, 2020

THIS INSTRUMENT WAS PREPARED BY CHRISTOPHER C. WISCHER OF THE LAW FIRM OF STOLL KEENON OGDEN PLLC, ONE MAIN STREET, SUITE 201, 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.
/Christopher C. Wischer/
303303.161267/7052673.1

The Encroachment and Non-Subordination Agreement is located on File in its entirety in the Auditor's Office.

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into between WARRICK COUNTY, INDIANA, by and through the Board of Commissioners of Warrick County (the "County"), and MAKEN CORPORATION, an Indiana corporation with its offices and principal place of business in Newburgh, Indiana ("Maken").

WITNESSETH:

WHEREAS, the County owns in fee simple and maintains Prospect Drive in Ohio Township in Warrick County, consisting of a public roadway and all requisite right-of-way and extending northward from Vann Road and then easterly until it reconnects to Vann Road, representing approximately seven thousand (7,000) linear feet of public roadway ("Prospect Drive"); and

WHEREAS, Maken owns certain real estate parcels located along Prospect Drive in Newburgh, Indiana, each parcel as more particularly described in Exhibit A, attached hereto (the "Prospect Properties"); and

WHEREAS, the County desires to establish in Ohio Township, Warrick County, Indiana, a storage and equipment facility to be utilized and managed by the Warrick County Highway, Engineering, and Stormwater Management Departments for purposes of better serving residents of Ohio Township and allowing those Departments to more effectively and efficiently maintain, repair, and preserve County roadways in Warrick County, and particularly Ohio Township (the "District 1 Highway Facility"); and

WHEREAS, the County has identified a certain portion of the Prospect Properties as a location highly suited to locate the District 1 Highway Facility and to accomplish the purposes and goals of such facility; and

WHEREAS, the District 1 Highway Facility shall not be used for any other purpose than a roadway facility and/or stormwater facility, and shall be kept in a clean and orderly manner; and

WHEREAS, Maken is willing to convey a portion of the Prospect Properties to the County, as more particularly described herein and shown on Exhibit B, in return for certain steps the County is willing to take that would improve the development potential of the remaining Prospect Properties owned by Maken; and

WHEREAS, the County is willing to vacate a portion of Prospect Drive, as more particularly described herein and shown on Exhibit B, thereby returning fee simple title to the vacated areas to the Prospect Properties; and

WHEREAS, Maken is willing to develop the remaining portions of the Prospect Properties, after the vacation of Prospect Drive and conveyance of the District 1 Highway Facility to the County, into a combination of residential, commercial and industrial properties that will provide economic growth and vitality to that area of Ohio Township that also includes Friedman Park, Victoria National Golf Course, Vann Park, Warrick Wellness Pathways, and other attractions; and

WHEREAS, the County is also willing to grant Maken an option to have an additional portion of Prospect Drive vacated, as more particularly described herein and shown on Exhibit B, in further consideration of this Agreement; and

WHEREAS, Maken and the County are willing to exchange the intended properties pursuant to Ind. Code 36-1-11-7 which authorizes the County to exchange property with Maken; and

WHEREAS, the County and Maken have complied with all necessary requirements of Ind. Code 36-1-11-7 in order to exchange property between a governmental entity and an eligible, non-governmental entity.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Maken hereby agree to exchange ownership of the Prospect Property and that certain portion of Prospect Drive subject to the following terms and conditions:

1. **Consideration**. The Parties acknowledge that the consideration for the exchange of the Prospect Property and Prospect Drive pursuant to this Agreement is the value of the respective real property being exchanged and additional services provided for herein. The Parties further acknowledge that no additional consideration is required to effectuate the exchange of the Properties.

2. **Warranty Deed by Maken**. Following the execution of this Agreement, Maken shall finalize the secondary plat and legal description of a parcel consisting of approximately six (6.0) acres situated on Parcel 8 and part of Lots 5, 6, and 8 of Warrick Research & Industrial Center No. 8 Section 1 as per plat thereof, recorded as instrument 2016R-001813 in the Office of the Recorder of Warrick County, Indiana, as identified on Exhibit A, in the location and within the boundaries depicted on Exhibit B (the "District 1 Highway Facility Property"). Within sixty (60) days of the vacation of Prospect Drive, Maken shall execute and deliver a warranty deed transferring ownership of the District 1 Highway Facility Property to the County, reserving a right of ingress and egress easement as necessary for the benefit of Lot 8 of said plat of Warrick Research & Industrial Center No. 8 Section 1, as identified on Exhibit B. The form of the Warranty Deed and easement shall be subject to the approval of the County, and the County shall cause the Deed to be recorded. Any engineering and other costs, including the boundary surveying of the District 1 Highway Facility Property as required to create any and all secondary

plats, shall be at Maken's expense, and Maken shall thereafter submit any and all necessary secondary plats and/or replats of Warrick Research & Industrial Center No. 8, at Maken's cost.

3. **Improvements to District 1 Highway Facility Property**. Maken agrees to construct a berm, at Maken's expense, centered on the north and west property lines of the District 1 Highway Facility Property of approximately six (6) feet in height with typical three (3) foot horizontal and one (1) foot vertical side slopes, protecting said property from the retention lake. Furthermore, a controlled pipe/structure crossing beneath the berm from the District 1 Highway Facility Property to the retention lake depicted on Exhibit B shall be installed by Maken, with all materials for such crossing being provided by the County and with all other costs associated with said installation being borne by Maken. Additionally, Maken shall grade the District 1 Highway Facility Property in a manner reasonably sufficient to allow for drainage and the acceptance and use of salvaged surface material removed and reclaimed from the Vacated Road Phase 1 pursuant to Section 7, below. Maken shall perform said grading at Maken's expense and to be in general compliance with the agreed upon Grading Plan for the District 1 Highway Facility Property, with costs associated with design of said Grading Plan being borne by the County. Furthermore, the County shall provide all necessary information to Maken to perform said grading, including any reasonably necessary electronic map data.

4. **Easement to Benefit District 1 Highway Facility Property**. Maken agrees to grant a twelve (12) foot Public Utility Easement in favor of the County to benefit the District 1 Highway Facility Property along the west boundary line of said Lot 8, as shown on Exhibit B, and extending to Vann Road. The location and description of said easement and cost of a grant of easement shall be borne by Maken, and shall be recorded on the replat encompassing the District 1 Highway Facility Property and said Lot 8. Said easement will be executed and delivered at the same time as the warranty deed provided in Section 2, above.

5. **Drainage Easement to Benefit Lots 5 and 6**. The County shall permit a twenty (20) foot drainage easement on the District 1 Highway Facility Property to benefit Lots 5 and 6 of Warrick Research & Industrial Center No. 8 Section 1, with such drainage easement to be adjacent to the twelve (12) foot Private Sanitary Sewer Easement along the existing west boundary line of said Lot 5, as more particularly depicted in Exhibit B. The location of said drainage easement shall be shown on the replat encompassing the District 1 Highway Facility Property.

6. **Vacation of Prospect Drive**. Upon the signing of this Agreement and within sixty (60) days thereafter, the County shall cause to be filed with the appropriate County authorities a Petition to Vacate Prospect Drive, beginning at its most easterly intersection with Vann Road, and running west-northwest approximately three thousand (3,000) linear feet to a point near the boundaries of Parcels 1 and 4, as described on Exhibits A and B (the "Vacated Road Phase 1"). The County shall thereafter take all reasonable efforts to have said Petition approved and recorded, with the Vacated Road Phase 1 reverting back to Maken in fee simple. Maken, as the adjacent property owner to the Vacated Road Phase 1, shall cooperate and consent to said vacation and shall execute all necessary documentation to acknowledge such consent. Maken shall also consent to and grant a temporary cul-de-sac easement where the Vacated Road Phase 1 ends, to allow traffic traveling eastward to reverse course safely once the Vacated Road Phase 1 is closed to through traffic. Installation of said temporary cul-de-sac shall be performed by Maken to the satisfaction of the County. Said temporary cul-de-sac easement shall terminate in the event the Option to Vacate described in Section 8, below, is exercised by Maken. If said Option to Vacate is not exercised within ten (10) years of the execution of this Agreement, then Maken consents to said temporary gravel cul-de-sac easement being made permanent and shall execute all necessary documentation to acknowledge such permanent easement, and Maken shall

cause said permanent cul-de-sac to be improved to include paving per County subdivision controls standards. The cul-de-sac being made permanent shall not otherwise terminate Maken's Option to Vacate described in Section 8, below.

7. **Surface Materials and Reclamation**. Once the Petition to Vacate Prospect Drive Phase I described in Section 6, above, is approved, the County shall use its own workforce or subcontractors to remove the asphalt materials and all associated rock, gravel, aggregate, and other materials necessary for said removal, at the County's cost. Said material may be utilized by the County on the District 1 Highway Facility Property as surface base at its sole discretion, or hauled and located elsewhere, and Maken shall not be compensated for the value of said material. After removal of all necessary surface materials from the Vacated Road Phase 1, Maken shall cause the Vacated Road Phase 1 to be graded in a manner reasonably sufficient to not hold water. Contemporaneously with the removal of surface materials, Maken shall also grade and rock the cul-de-sac as called for herein.

8. **Option to Vacate Additional Portion of Prospect Drive**. Maken is hereby granted an Option to Vacate an additional portion of Prospect Drive, if desired. Said Option to Vacate may be exercised by Maken at any time, and the County acknowledges that the vacation of Vacated Road Phase 2, as described below, is in the best interests of Warrick County. Said Option to Vacate, if exercised, shall obligate the County to vacate Prospect Drive beginning at the temporary cul-de-sac provided for herein, and running up to approximately one thousand two hundred (1,200) lineal feet westerly to the westerly boundaries of the Prospect Properties owned by Maken ("Vacated Road Phase 2"), as shown on Exhibit B. The exact length of Vacated Road Phase 2 may be less than 1,200 lineal feet as determined by Maken. If said Option is exercised, the County shall vacate Vacated Road Phase 2 within thirty (30) days after receiving written notice of said exercised Option served upon the County Administrator and Board of

Commissioners of Warrick County, in accordance with Ind. Code 36-7-3-12, with the Vacated Road Phase 2 reverting back to Maken in fee simple. Surface materials located on Vacated Road Phase 2 shall also revert to Maken, which shall reclaim and grade all areas of Vacated Road Phse 2 at its cost. Further, if said Option is exercised by Maken, then Maken shall be obligated to grant the County a permanent cul-de-sac easement to be located at the westerly end of the Vacated Road Phase 2, and Maken shall cause said permanent cul-de-sac to be paved and built according to County subdivision control standards. Following the construction and installation of such permanent cul-de-sac under this Section 8, the County shall be responsible for maintaining said cul-de-sac.

9. **Representations, Warranties, and Covenants of Maken**. Maken represents, warrants, and covenants to the County as follows:

a. This Agreement, and all instruments required hereby to be executed and delivered by Maken, are, or when delivered will be, valid, legal, and binding obligations of Maken;

b. Maken is the owner of, and has good, valid, and marketable title to, the Prospect Properties; and

c. Maken is not a party to any litigation materially affecting its condition, financial or otherwise, to effect this Agreement and the promises of Maken herein, and is not in default or potential default as to any other agreement for borrowed money or as a guarantor for any other person, firm, or organization.

10. **Assignment**. The County and Maken, respectively, each acknowledge that this Agreement is binding upon themselves, their agents, successors, assigns, and legal representatives. Upon Maken fulfilling its construction obligations at the District 1 Highway

Facility, either Party may assign this Agreement with the written consent of the other Party, which consent shall not be unreasonably withheld.

11. **Entire Agreement**. The County and Maken acknowledge that this Agreement sets forth the Parties entire agreement and understanding related to the subject matter set forth herein, and any and all prior statements, reports, or representations, either written or verbal, are hereby merged into this Agreement.

12. **Jurisdiction**. The County and Maken both acknowledge that the laws of the State of Indiana apply to this Agreement and that any issue or dispute that may arise between the Parties shall be resolved under the jurisdiction and venue of the Warrick County Circuit or Superior Court.

The County and Maken have executed this Agreement as of the 12TH of August, 2019.

BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Terry J Phillippe, Member

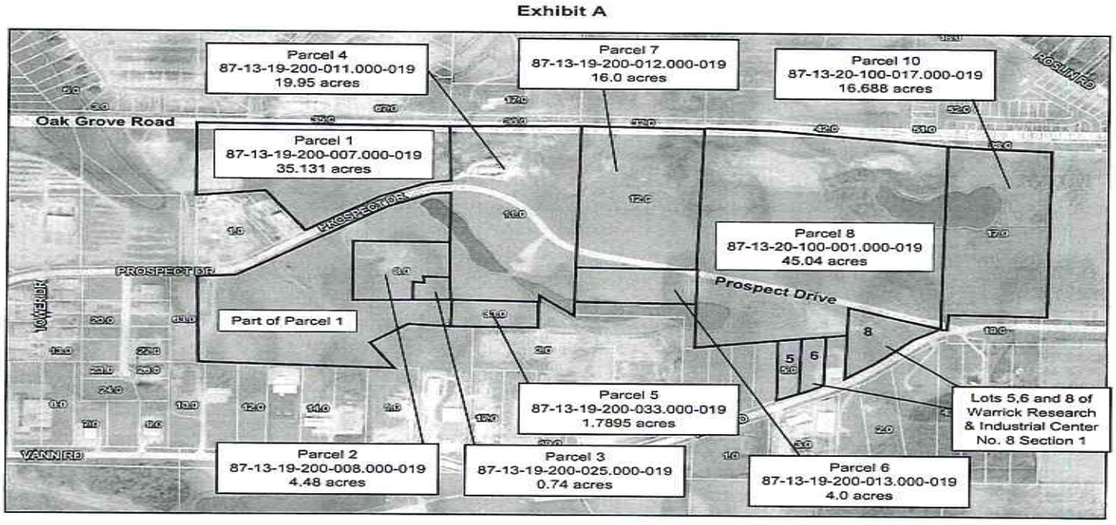
MAKEN CORPORATION

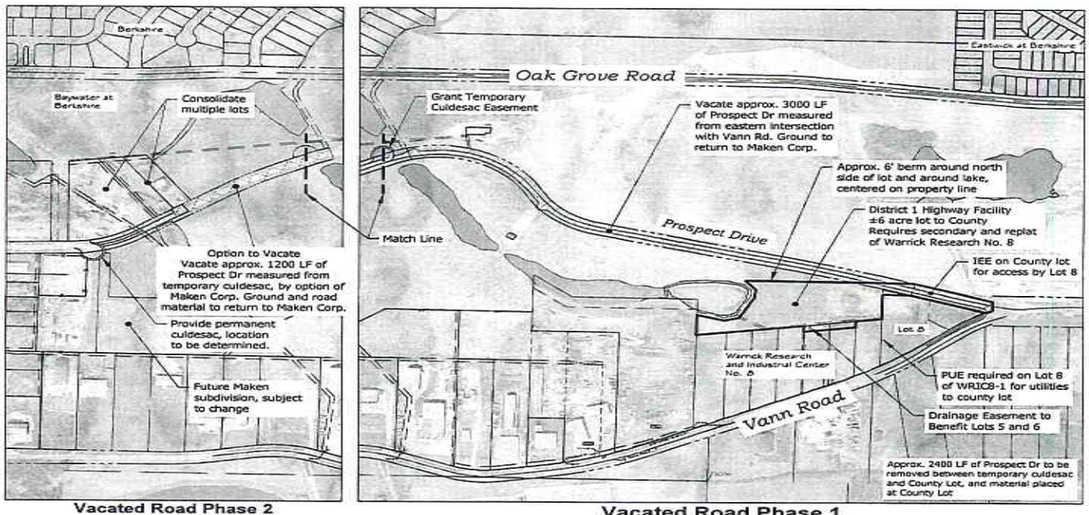
By: Danny Ubechor

Printed: DANNY UBECHOR

Its: PRESIDENT

Exhibit A





Vacated Road Phase 2 (Future) **Vacated Road Phase 1**

MORLEY ARCHITECTS | ENGINEERS | SURVEYORS
4200 Rosebud Ln. Newburgh, IN 47630 812.464.9585 Phone 812.464.2514 Fax morleycorp.com

Exhibit B Prospect Drive Vacation Maken Corporation	Designed By:	Job Number: 10616.4.001B
	Drawn By: JAE	Date: 7.12.2019
	Filename: 10616 Civil Pre Base	

FILED
JUL 26 2019

RESOLUTION NO. 2019-06

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, APPROVING THE ISSUANCE OF THE WARRICK COUNTY PARK AND RECREATION DISTRICT BONDS, SERIES 2019

WHEREAS, pursuant to Indiana Code 36-10-3, as amended, the Warrick County Park and Recreation Board (the "Park Board"), governing body of the Department of Parks and Recreation and the Park and Recreation District of Warrick County, Indiana (the "District"), adopted a resolution on April 30, 2019, as confirmed by a resolution adopted by the Park Board following a public hearing on May 21, 2019 (collectively, the "Declaratory Resolution"), determining that it is necessary for the public health and welfare and to be of public utility and benefit to undertake certain projects in the District, including all or any portion of: (a) certain works of improvement in the District, including an approximately 16,000 square foot new multi-use event center facility at Friedman Park and other improvements, all as more particularly described in the Declaratory Resolution; (b) if necessary, paying capitalized interest on the bonds issued to finance such project, and (c) paying expenses incurred in connection with or on account of the issuance of the bonds of the District issued to finance the foregoing projects (collectively, the "Project"); and

WHEREAS, on May 21, 2019, the Park Board adopted a bond resolution, as amended by a resolution adopted by the Park Board on July 2, 2019 (collectively, the "Bond Resolution") authorizing the issuance of special taxing district bonds in an aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000) (the "Bonds") for the purpose of providing funds to finance a portion of the Project costs, which Bonds will have with a final maturity date no later than twenty (20) years following the date of issuance thereof, and bear interest at a rate or rates not exceeding (i) five percent (5.00%) per annum, if the interest on the Bonds is excludable from gross income for federal income tax purposes, or (ii) six percent (6.00%) per annum, if the interest on the Bonds is not excludable from gross income for federal income tax purposes (the exact rate or rates to be determined by public bidding); and

WHEREAS, in accordance with Indiana Code 6-1.1-17-20.5 and Indiana Code 36-10-3-25, each as amended, the Warrick County Council adopted an ordinance on July 11, 2019 approving the issuance of the Bonds and the appropriation of the proceeds thereof; and

WHEREAS, the Board of Commissioners of Warrick County, Indiana (the "Board") now desires to approve the issuance of the Bonds and the financing of a portion of the Project costs, including all incidental costs and expenses incurred in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, that the issuance of the Bonds and the financing of a portion of the Project costs, including all incidental costs and expenses incurred in connection therewith, are hereby approved; and that each member of the Board is authorized to take such actions and to execute such certificates, instruments, agreements and other documents as may be necessary to sell, issue, execute and deliver the Bonds and complete the Project.

DULY PASSED and ADOPTED on this 22nd day of July, 2019, by the Board of Commissioners of Warrick County, Indiana, by a vote of 3 in favor, 0 opposed, and 0 abstaining.

BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

Dan Saylor, President

Robert H. Johnson, II, Vice President

Terry Pitcher, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

DMS 14438976v2

Nationwide®

Page 1 of 1

Date prepared	July 19, 2019
Claim number	138485-GJ
Policy number	FPK FMPN3028230336
Questions?	Contact Claims Associate Francis Huynh HUYNHF1@nationwide.com Phone 717-412-5163 Fax 866-612-0350

Warrick County Commisioners
C/O FINE & HATFIELD
520 N. W. Second St. PO Box 779
EVANSVILLE, IN 47708

Complete the enclosed release form to resolve this claim

About Notary Publics
Contact your local bank for more information about Notary Public services.

Dear Sir or Madam ,

To help us resolve this Farm Liability – Personal Liability claim as quickly as possible, please have your client complete and return the enclosed form.

Claim details

Insurer:	Nationwide Agribusiness Ins NAIC
Policyholder:	SCHMITT FARMS, INC
Claimant:	Warrick County Commissioners
Claim number:	138485-GJ
Loss date:	May 22, 2019

What you need to do
Please have your client complete and sign the enclosed Release form in the presence of two witnesses and a Notary Public and return it to me by mail at P.O. Box 182068, Columbus, OH 43218-2068.

For help when you need it
Thank you for your help in resolving this claim as quickly as possible. If you have any questions or concerns, please contact me at 717-412-5163 or HUYNHF1@nationwide.com.

Sincerely,

Francis Huynh
Nationwide Agribusiness Ins NAIC
P.O. Box 182068
Columbus, OH 43218-2068

APPLICABLE TO INDIANA ONLY: For your protection, Indiana law requires the following to appear on this form: A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

PROPERTY DAMAGE RELEASE

Claim Number: 138485-GJ	Policy Number: FPK FMPN3028230336
Date Prepared: July 19, 2019	Notice of Loss Date: June 11, 2019
Claims Associate: Francis Huynh	Associate Phone: 717-412-5163
Associate Address: P.O. Box 182068, , Columbus, OH 43218-2068	

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being of lawful age, for sole consideration of Thirty Six Thousand Two Hundred Fifty 98/100 dollars ($36250.98) to be paid to Warrick County Commissioners do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge Nationwide Agribusiness Ins NAIC, Schmitt Farms, Inc., Ron Schmitt, Susan Schmitt, and his, her, their, or its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships of and from any and all property damage claims, actions, causes of actions, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about May 22, 2019 at or near Eby Road, Warrick County, IN .

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Initial(s): DS
Date: 7-22-19

*-B-*138485-GJ-I-1-I-Forms-I-General*-E-*

PROPERTY DAMAGE RELEASE

Claim Number: 138485-GJ

Signed, sealed and delivered this 22nd day of July, 20 19.

CAUTION! READ BEFORE SIGNING

Witness Signature: Dan Saylor
Your Signature: Dan Saylor, President
Witness Signature: Warrick County Commissioners
Your Signature:

State of INDIANA County of WARRICK

On this 22nd day of July, 20 19. Before me personally appeared Dan Saylor, to me known to be the person described herein, and who executed the forgoing instrument and he/she acknowledged that he/she voluntarily executed the same.

Notary Public: Susan B. Taylor
My term expires 20

OFFICIAL SEAL
SUSAN B. TAYLOR
NOTARY PUBLIC - INDIANA
WARRICK COUNTY #609430
My Comm. Expires April 16, 2026

APPLICABLE TO INDIANA ONLY: For your protection, Indiana law requires the following to appear on this form: A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Warrick County Claims for Payment

Effective Date	Fund	Acct	Loc	Payee Name 1		Amount
7/5/2019	1000	31400	0068	U.S. Bank	$	133.77
7/5/2019	1000	31400	0068	Google, LLC	$	12,096.13
7/5/2019	1000	31400	0302	U.S. Bank	$	119.64
7/5/2019	1000	31411	0106	Storage Guardian	$	227.81
7/5/2019	1000	31411	0106	Storage Guardian	$	101.86
7/5/2019	1000	31411	0106	Storage Guardian	$	458.37
7/5/2019	1000	31411	0106	Storage Guardian	$	110.37
7/5/2019	1000	31411	0106	Storage Guardian	$	445.77
7/5/2019	1000	31411	0106	Storage Guardian	$	196.34
7/5/2019	1000	31411	0106	Storage Guardian	$	23.13
7/5/2019	1000	31411	0106	Storage Guardian	$	209.44
7/5/2019	1000	31411	0106	Storage Guardian	$	3.66
7/5/2019	1000	31411	0106	Storage Guardian	$	21.09
7/5/2019	1000	32400	0068	Wow! Business	$	103.80
7/5/2019	1000	32400	0303	Verizon Wireless	$	1,260.76
7/5/2019	1000	33000	0000	Chandler Utilities	$	13.09
7/5/2019	1000	33000	0162	Boonville Utilities	$	293.66
7/5/2019	1000	33000	0162	Boonville Utilities	$	2,122.21
7/5/2019	1000	33000	0162	Boonville Utilities	$	20.97
7/5/2019	1000	33000	0162	Boonville Natural Gas Corp.	$	38.14
7/5/2019	1000	33000	0162	Boonville Natural Gas Corp.	$	58.17
7/5/2019	1000	37200	0008	Power Systems Properties LLC	$	1,525.00
7/5/2019	1000	58001	0000	Indiana American Water	$	617.46
7/5/2019	1112	37201	0000	Delta Properties LLC	$	2,409.00
7/5/2019	1112	37201	0000	Delta Properties LLC	$	373.77
7/5/2019	1112	45010	0000	Vectren Energy Delivery	$	96.55
7/5/2019	1112	45010	0000	Vectren Energy Delivery	$	14.88
7/5/2019	1112	45010	0000	Vectren Energy Delivery	$	46.00
7/5/2019	1112	45010	0000	Renewable Resources	$	125.00
7/5/2019	1112	45010	0000	TOWN OF NEWBURGH - WATER	$	74.29
7/5/2019	1112	45020	0000	JSK Associates Inc.	$	225.00
7/5/2019	1112	51260	0000	BMB, Inc	$	74,062.00
7/5/2019	1112	51260	0000	JSK Associates Inc.	$	2,705.00
7/5/2019	1122	32300	0000	Carwile, Presley	$	261.58
7/5/2019	1152	33100	0000	The Lang Company	$	0.08
7/5/2019	1159	32401	0000	Spectrum	$	87.92
7/5/2019	1176	33000	0531	Boonville Utilities	$	595.06
7/5/2019	1176	33000	0531	Boonville Utilities	$	28.10
7/5/2019	1176	33000	0531	Boonville Natural Gas Corp.	$	46.72
7/5/2019	1176	33000	0531	Boonville Natural Gas Corp.	$	18.00
7/5/2019	1176	33000	0531	Vectren Energy Delivery	$	723.44
7/5/2019	1176	33000	0531	Vectren Energy Delivery	$	189.63
7/5/2019	1176	33000	0531	Vectren Energy Delivery	$	52.88
7/5/2019	1176	33000	0531	Vectren Energy Delivery	$	14.93
7/5/2019	1176	33000	0531	Vectren Energy Delivery	$	18.85
7/5/2019	1176	33000	0531	Vectren Energy Delivery	$	6.28
7/5/2019	1176	33000	0531	Vectren Energy Delivery	$	11.70
7/5/2019	1189	31114	0000	Pat Brooks	$	20.00
7/5/2019	1189	31114	0000	Pat Brooks	$	120.00
7/5/2019	1197	31200	0000	Morrie Doll	$	500.00
7/5/2019	1201	57000	0000	WESTERFIELD, JOSEPH JR.	$	353.15
7/5/2019	1219	23500	0000	Tractor Supply Co	$	48.97
7/5/2019	1219	23500	0000	Tractor Supply Co	$	14.99
7/5/2019	1219	23500	0000	Tractor Supply Co	$	41.97
7/5/2019	1219	23500	0000	Tractor Supply Co	$	48.97
7/5/2019	1219	24500	0000	Unifirst Corporation	$	31.26
7/5/2019	1219	24500	0000	Unifirst Corporation	$	22.24
7/5/2019	1219	24500	0000	Unifirst Corporation	$	22.24
7/5/2019	1219	31421	0000	Boonville Utilities	$	3,613.95
7/5/2019	1219	32150	0000	Warrick Solid Waste Mgt Dist	$	265.80
7/5/2019	1219	33000	0000	Vectren Energy Delivery	$	6.40
7/5/2019	1219	33000	0000	Vectren Energy Delivery	$	9.17
7/5/2019	1219	33000	0000	Vectren Energy Delivery	$	25.64
7/5/2019	1219	33000	0000	Vectren Energy Delivery	$	9.17
7/5/2019	1219	33000	0000	Vectren Energy Delivery	$	6.40
7/5/2019	1219	58000	0000	LASHLEY, CASSIE	$	112.00
7/5/2019	1219	58000	0000	HIGGINSON, JULIA	$	240.00
7/5/2019	1222	31400	0000	PSC	$	161.39
7/5/2019	2504	31400	0000	Hoosier Business Machines Inc.	$	59.80
7/5/2019	4901	32300	0000	Storage Guardian	$	103.52
7/5/2019	4906	31400	0000	Old National Bank - Bonds	$	350.00
7/5/2019	4921	31201	0000	Vectren Energy Delivery	$	349.98
7/5/2019	4922	35000	0000	Jarrett Busing	$	200.00
7/5/2019	5200	00506	0000	Steven A. Sherwood	$	63.00
7/5/2019	9211	44200	0000	Fuhs, Jennifer	$	581.20
7/8/2019	1000	21100	0302	First Bankcard	$	6.92
7/8/2019	1000	21150	0302	First Bankcard	$	31.47
7/8/2019	1000	21400	0302	First Bankcard	$	18.20
7/8/2019	1000	21800	0302	First Bankcard	$	134.97
7/8/2019	1000	22300	0302	First Bankcard	$	51.98
7/8/2019	1000	24500	0302	First Bankcard	$	(68.95)
7/8/2019	1000	31400	0302	Verizon Wireless	$	120.04
7/8/2019	1000	32200	0009	Neopost Postage On Call	$	445.00
7/8/2019	1000	32200	0302	First Bankcard	$	55.00
7/8/2019	1000	32200	0660	Neopost Postage On Call	$	1,000.00
7/8/2019	1000	32300	0002	French Lick Springs Resort	$	537.00
7/8/2019	1000	32300	0002	Association / Indiana Counties	$	180.00
7/8/2019	1000	32300	0302	First Bankcard	$	168.00
7/8/2019	1000	33000	0380	Boonville Natural Gas Corp.	$	283.16
7/8/2019	1000	33000	0380	Boonville Utilities	$	5,597.62
7/8/2019	1000	36400	0302	First Bankcard	$	169.95
7/8/2019	1000	36400	0302	First Bankcard	$	200.03
7/8/2019	1000	58001	0000	Lanette Crawford	$	187.84
7/8/2019	1112	33000	0000	Vectren Energy Delivery	$	236.12
7/8/2019	1112	58810	0000	Pike Gibson Water, Inc.	$	19.82
7/8/2019	1152	23400	0000	Verizon Wireless	$	30.01
7/8/2019	1159	21375	0000	First Bankcard	$	30.00
7/8/2019	1159	21375	0000	First Bankcard	$	37.89
7/8/2019	1159	22500	0000	First Bankcard	$	332.64
7/8/2019	1159	32400	0000	First Bankcard	$	59.59
7/8/2019	1159	32400	0000	First Bankcard	$	48.74
7/8/2019	1159	32401	0000	First Bankcard	$	48.74
7/8/2019	1159	32401	0000	First Bankcard	$	48.74
7/8/2019	1159	33000	0000	Vectren Energy Delivery	$	313.38
7/8/2019	1159	33000	0000	Boonville Natural Gas Corp.	$	29.44
7/8/2019	1197	33000	0000	Vectren Energy Delivery	$	90.58
7/8/2019	1217	35153	0000	French Lick Springs Resort	$	537.00
7/8/2019	1217	35153	0000	Association / Indiana Counties	$	180.00
7/8/2019	1224	31400	0000	Tyler Technologies, Inc.	$	18,000.00
7/8/2019	1224	31400	0000	Tyler Technologies, Inc.	$	9,930.00
7/8/2019	2504	31400	0000	U.S. Bank	$	86.56
7/8/2019	4908	22100	0000	Dennis Lockhart	$	200.00
7/8/2019	4921	31201	0000	Boonville Natural Gas Corp.	$	41.01
7/8/2019	4921	31201	0000	Boonville Utilities	$	100.61
7/10/2019	1000	31800	0380	Tractor Supply Co	$	128.98
7/10/2019	1000	31800	0380	Tractor Supply Co	$	(74.99)
7/10/2019	1000	31800	0380	Tractor Supply Co	$	43.99
7/10/2019	1000	31800	0380	Tractor Supply Co	$	53.99
7/10/2019	1000	31800	0380	Tractor Supply Co	$	73.97
7/10/2019	1000	31800	0380	Tractor Supply Co	$	74.99
7/10/2019	1000	58001	0000	Treasurer Of State Of Indiana	$	295.66
7/10/2019	1000	58001	0000	Treasurer Of State Of Indiana	$	36.30
7/10/2019	1122	32300	0000	Sassi Institute	$	100.00

7/10/2019	1141	44200	0000	Office Depot, Incorporated	$	86.36
7/10/2019	1168	36400	0000	Pc Quest	$	459.99
7/10/2019	1176	21100	0530	Office Depot, Incorporated	$	54.48
7/10/2019	1197	31400	0000	Applied Land Solutions	$	3,937.50
7/10/2019	1206	31510	0000	Phillips, Elizabeth	$	2,400.00
7/10/2019	1224	51000	0000	Old National Bank	$	1,044,667.53
7/10/2019	2504	31400	0000	Nomad Technology Group	$	1,512.70
7/10/2019	2504	31400	0000	Nomad Technology Group	$	1,495.73
7/10/2019	4903	61116	0000	American Structurepoint Inc	$	7,580.44
7/10/2019	4922	35000	0000	Young, Matthew	$	200.00
7/10/2019	5200	00505	0000	Boston Mutual Life Insurance C	$	1,584.30
7/10/2019	5362	00522	0000	Teamsters Local # 215	$	785.00
7/10/2019	7304	31111	0000	Warrick County Treasurer	$	15,568.44
7/10/2019	8502	40002	0000	American Structurepoint Inc	$	30,321.75
7/10/2019	8897	30200	0000	Nomad Technology Group	$	254.27
7/10/2019	9211	35100	0000	Sassi Institute	$	60.00
7/11/2019	1224	51000	0000	Banterra Bank	$	1,044,667.53
7/12/2019	1000	11620	0079	Morrie Doll	$	778.92
7/12/2019	1000	18100	0068	Fine & Hatfield, PC	$	4,000.00
7/12/2019	1000	18300	0079	Gentry, Guy	$	50.00
7/12/2019	1000	18300	0079	Jeff Willis	$	50.00
7/12/2019	1000	18300	0079	Jeffroy L Valiant	$	50.00
7/12/2019	1000	18300	0079	William Byers	$	50.00
7/12/2019	1000	24300	0202	Advanced Document Solutions	$	27.80
7/12/2019	1000	31200	0068	Fine & Hatfield, PC	$	3.60
7/12/2019	1000	31200	0068	Fine & Hatfield, PC	$	1,293.00
7/12/2019	1000	31200	0068	Fine & Hatfield, PC	$	3,504.50
7/12/2019	1000	31200	0068	Fine & Hatfield, PC	$	502.00
7/12/2019	1000	31200	0068	Fine & Hatfield, PC	$	6,294.50
7/12/2019	1000	31400	0068	Keller Shroeder	$	1,244.00
7/12/2019	1000	31400	0068	U.S. Bank	$	96.18
7/12/2019	1000	32200	0003	The Master's Touch LLC	$	11,315.08
7/12/2019	1000	32400	0068	Wow! Business	$	3,667.35
7/12/2019	1000	32400	0068	Spectrum	$	411.78
7/12/2019	1000	33100	0009	Stewart Richardson Deposition	$	175.00
7/12/2019	1000	36400	0079	The Lang Company	$	80.42
7/12/2019	1000	39400	0232	Matthew Bender & Co Inc.	$	957.36
7/12/2019	1112	44515	0000	JBI Construction Inc.	$	88,136.26
7/12/2019	1112	45010	0000	Vectren Energy Delivery	$	11.24
7/12/2019	1112	45010	0000	Vectren Energy Delivery	$	147.15
7/12/2019	1127	30200	0000	Axiom	$	3,825.00
7/12/2019	1138	60020	0000	Harshaw Trane Service Inc.	$	38,941.00

7/12/2019	1168	36400	0000	Pc Quest	$	95.00
7/12/2019	1201	57000	0000	Warrick County Treasurer	$	19.68
7/12/2019	1201	57000	0000	Warrick County Treasurer	$	324.13
7/12/2019	1215	31460	0000	Chandler Community Center	$	50.00
7/12/2019	1215	31460	0000	Newburgh Legion	$	50.00
7/12/2019	1215	31460	0000	Newburgh Sr Citizen Center	$	50.00
7/12/2019	1217	35101	0000	Association / Indiana Counties	$	360.00
7/12/2019	1219	22105	0000	Sam's Club/gecrb	$	743.55
7/12/2019	1219	22105	0000	St. Vincent Evansville	$	638.00
7/12/2019	1219	22105	0000	St. Vincent Evansville	$	58.00
7/12/2019	1219	22105	0000	St. Vincent Evansville	$	173.20
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	44.71
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	19.08
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	177.06
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	75.37
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	18.29
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	71.08
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	190.66
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	100.17
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	23.95
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	65.33
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	16.15
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	68.21
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	61.80
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	205.63
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	252.70
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	1,572.97
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	239.82
7/12/2019	1219	33000	0000	Vectren Energy Delivery	$	530.38
7/12/2019	1219	36400	0000	U.S. Bank	$	126.07
7/12/2019	2001	44200	0000	U.S. Bank	$	59.61
7/12/2019	4506	31409	0000	Energy Systems Group	$	328,352.77
7/12/2019	4903	61123	0000	Clark Dietz, Inc.	$	15,592.00
7/12/2019	4903	61123	0000	Fine & Hatfield, PC	$	1,680.00
7/12/2019	4921	31201	0000	U.S. Bank	$	102.33
7/12/2019	6000	50100	0000	Newburgh Sewer Dept	$	1,397.21
7/15/2019	1000	21100	0012	U.S. Bank	$	41.15
7/15/2019	1000	21100	0068	First Bankcard	$	45.67
7/15/2019	1000	22100	0005	Wabash Valley Service Co	$	3,194.75
7/15/2019	1000	22100	0005	Wabash Valley Service Co	$	(70.07)
7/15/2019	1000	22100	0005	Wabash Valley Service Co	$	2,230.79
7/15/2019	1000	22100	0005	Wabash Valley Service Co	$	(51.58)

7/15/2019	1000	22400	0162	First Bankcard	$	367.83
7/15/2019	1000	31200	0068	Morrie Doll	$	1,150.00
7/15/2019	1000	31400	0068	First Bankcard	$	20.00
7/15/2019	1000	32200	0068	First Bankcard	$	27.40
7/15/2019	1000	32300	0003	Association / Indiana Counties	$	120.00
7/15/2019	1000	32300	0003	French Lick Springs Resort/ces	$	42.00
7/15/2019	1000	32300	0232	Brandy Backer	$	125.00
7/15/2019	1000	32300	0232	Brandy Backer	$	50.00
7/15/2019	1000	32300	0232	Brandy Backer	$	8.62
7/15/2019	1000	32300	0232	Brandy Backer	$	169.40
7/15/2019	1000	32400	0303	AT&T	$	82.51
7/15/2019	1000	36400	0005	U.S. Bank	$	134.52
7/15/2019	1000	36400	0005	U.S. Bank	$	69.24
7/15/2019	1000	36400	0061	U.S. Bank	$	90.16
7/15/2019	1000	36525	0068	First Bankcard	$	142.29
7/15/2019	1000	58001	0000	Richard Reid	$	382.93
7/15/2019	1000	58001	0000	Reem, Judy	$	150.00
7/15/2019	1000	58001	0000	McCullough, Meghan	$	150.00
7/15/2019	1000	58003	0000	Treasurer State Of Indiana	$	8,009.00
7/15/2019	1000	58003	0000	Treasurer State Of Indiana	$	5,251.00
7/15/2019	1112	34110	0000	Old National Bank - Bonds	$	2,500.00
7/15/2019	1112	45010	0000	Indiana American Water	$	22.90
7/15/2019	1127	30200	0000	Warrick Co Chamber Of Commerce	$	24.67
7/15/2019	1138	60015	0000	The Murphy Elevator Co Inc.	$	578.81
7/15/2019	1169	22100	0000	Wabash Valley Service Co	$	1,759.16
7/15/2019	1169	22100	0000	Wabash Valley Service Co	$	1,330.14
7/15/2019	1169	22100	0000	Wabash Valley Service Co	$	827.15
7/15/2019	1169	22100	0000	Wabash Valley Service Co	$	56.40
7/15/2019	1169	22100	0000	Wabash Valley Service Co	$	904.40
7/15/2019	1169	22100	0000	Wabash Valley Service Co	$	1,802.34
7/15/2019	1169	22100	0000	Wabash Valley Service Co	$	813.53
7/15/2019	1169	36300	0000	Mounts Electric, Inc.	$	772.65
7/15/2019	1173	22320	0531	Metzger Construction Co Inc.	$	5,242.07
7/15/2019	1173	22320	0531	Metzger Construction Co Inc.	$	2,261.13
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	368.41
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	1,118.83
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	612.65
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	422.10
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	217.38
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	331.67
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	228.37
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	449.05

7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	232.05
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	256.41
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	608.25
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	268.09
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	1,837.66
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	227.25
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	671.66
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	265.24
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	474.72
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	682.87
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	261.06
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	376.06
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	254.79
7/15/2019	1173	23100	0531	Mulzer Crushed Stone, Inc.	$	230.44
7/15/2019	1176	33000	0531	Sprint	$	614.32
7/15/2019	1176	33000	0531	Vectren Energy Delivery	$	29.11
7/15/2019	1176	33000	0531	Vectren Energy Delivery	$	35.44
7/15/2019	1176	33000	0531	Spectrum	$	55.46
7/15/2019	1201	57000	0000	Warrick County Treasurer	$	19.75
7/15/2019	1201	57000	0000	Warrick County Treasurer	$	18.76
7/15/2019	1201	57000	0000	Warrick County Treasurer	$	18.14
7/15/2019	1201	57000	0000	Warrick County Treasurer	$	40.63
7/15/2019	1201	57000	0000	Warrick County Treasurer	$	14.21
7/15/2019	1201	57000	0000	Warrick County Treasurer	$	11.57
7/15/2019	1201	57000	0000	Warrick County Treasurer	$	64.62
7/15/2019	1201	57000	0000	Warrick County Treasurer	$	350.95
7/15/2019	1201	57000	0000	Warrick County Treasurer	$	10.68
7/15/2019	1201	57000	0000	Warrick County Treasurer	$	8.69
7/15/2019	1201	57000	0000	Warrick County Treasurer	$	20.36
7/15/2019	1201	57000	0000	Warrick County Treasurer	$	58.28
7/15/2019	1217	35101	0003	French Lick Springs Resort/cas	$	716.00
7/15/2019	1217	35101	0003	French Lick Springs Resort/cas	$	674.00
7/15/2019	1217	35153	0000	Deborah K Stevens	$	157.72
7/15/2019	1219	32400	0000	Spectrum	$	94.99
7/15/2019	1219	33000	0000	Vectren Energy Delivery	$	176.58
7/15/2019	1222	31400	0000	Indiana Office Of Technology	$	103.39
7/15/2019	1222	31400	0000	Spectrum	$	105.00
7/15/2019	4903	61114	0000	Rqaw Corporation	$	24.00
7/15/2019	4903	63016	0000	Metzger Construction Co Inc.	$	23,328.58
7/15/2019	4921	31201	0000	Wabash Valley Service Co	$	70.07
7/15/2019	4921	31201	0000	Omni Severin Hotel	$	128.88
7/15/2019	4921	31201	0000	First Bankcard	$	12.71

7/15/2019	4921	31201	0000	Corrisoft, LLC	$	546.00
7/15/2019	5001	00530	0000	Bonistar/Hartford-6795	$	22,769.12
7/15/2019	5251	00525	0000	Unifirst Corporation	$	37.98
7/15/2019	5251	00525	0000	Unifirst Corporation	$	37.98
7/15/2019	8507	40006	0000	Rqaw Corporation	$	96.00
7/15/2019	9114	31111	0000	Omni Severin Hotel	$	375.00
7/15/2019	9114	31111	0000	Omni Severin Hotel	$	375.00
7/15/2019	9114	31111	0000	Omni Severin Hotel	$	375.00
7/15/2019	9114	31111	0000	Omni Severin Hotel	$	237.61
7/15/2019	9122	31111	0000	Omni Severin Hotel	$	8.51
7/15/2019	9210	32300	0000	Corrisoft, LLC	$	813.60
7/15/2019	9210	44200	0000	First Bankcard	$	197.28
7/16/2019	1000	31400	0068	U.S. Bank	$	79.52
7/16/2019	1000	31400	0068	Unifirst Corporation	$	20.24
7/16/2019	1000	31400	0068	Unifirst Corporation	$	20.24
7/16/2019	1000	31400	0068	Unifirst Corporation	$	20.24
7/16/2019	1000	31400	0068	Unifirst Corporation	$	20.24
7/16/2019	1000	32300	0002	BJ Farrell	$	56.54
7/16/2019	1000	32400	0008	Wow! Business	$	96.47
7/16/2019	1000	33000	0008	TOWN OF NEWBURGH - WATER	$	56.37
7/16/2019	1000	58001	0000	Greg Richmond	$	215.44
7/16/2019	1112	31400	0000	Ever-clean Services, Inc.	$	476.00
7/16/2019	1112	32400	0000	Wow! Business	$	212.10
7/16/2019	1112	33000	0000	Chandler Utilities	$	132.78
7/16/2019	1112	33000	0000	Vectren Energy Delivery	$	143.00
7/16/2019	1112	37000	0000	Pictometry International Corp	$	458.34
7/16/2019	1159	22100	0000	Warrick County Treasurer	$	436.52
7/16/2019	1159	32300	0000	Warrick County Treasurer	$	213.05
7/16/2019	1169	23201	0000	Unifirst Corporation	$	6.50
7/16/2019	1169	23201	0000	Unifirst Corporation	$	6.50
7/16/2019	1222	31400	0000	AT&T Capital Services, Inc	$	29,232.12
7/16/2019	1224	31400	0000	U.S. Bank	$	54.02
7/16/2019	1224	32300	0000	Warrick County Treasurer	$	24.02
7/16/2019	1224	32460	0000	Wow! Business	$	82.84
7/23/2019	1000	21100	0003	Office Depot, Incorporated	$	82.56
7/23/2019	1000	21100	0008	B-Hive Printing	$	63.00
7/23/2019	1000	21100	0008	Office Depot, Incorporated	$	79.55
7/23/2019	1000	21100	0008	Office Depot, Incorporated	$	51.38
7/23/2019	1000	21100	0008	Office Depot, Incorporated	$	(25.47)
7/23/2019	1000	21100	0008	Office Depot, Incorporated	$	40.49
7/23/2019	1000	21100	0008	Office Depot, Incorporated	$	47.92
7/23/2019	1000	21100	0008	Office Depot, Incorporated	$	1.87

7/23/2019	1000	21100	0008	Office Depot, Incorporated	$	(19.32)
7/23/2019	1000	21100	0008	Office Depot, Incorporated	$	(51.38)
7/23/2019	1000	21100	0061	Crest Lanes	$	56.00
7/23/2019	1000	21150	0002	Alpha Laser Services	$	349.90
7/23/2019	1000	21150	0232	Alpha Laser Services	$	349.90
7/23/2019	1000	21311	0232	Alpha Laser Services	$	209.00
7/23/2019	1000	22100	0005	Law Chevrolet Buick Pontiac	$	16.97
7/23/2019	1000	22100	0005	Law Chevrolet Buick Pontiac	$	49.37
7/23/2019	1000	22100	0005	Law Chevrolet Buick Pontiac	$	41.57
7/23/2019	1000	22100	0005	Law Chevrolet Buick Pontiac	$	66.03
7/23/2019	1000	22100	0005	Law Chevrolet Buick Pontiac	$	36.02
7/23/2019	1000	22100	0005	Law Chevrolet Buick Pontiac	$	43.05
7/23/2019	1000	22100	0005	Law Chevrolet Buick Pontiac	$	16.97
7/23/2019	1000	22100	0005	Law Chevrolet Buick Pontiac	$	45.11
7/23/2019	1000	22100	0005	Law Chevrolet Buick Pontiac	$	16.97
7/23/2019	1000	22100	0005	Law Chevrolet Buick Pontiac	$	16.97
7/23/2019	1000	22100	0005	Law Chevrolet Buick Pontiac	$	42.91
7/23/2019	1000	22100	0005	Law Chevrolet Buick Pontiac	$	49.41
7/23/2019	1000	22100	0005	Law Chevrolet Buick Pontiac	$	25.45
7/23/2019	1000	22100	0005	Law Chevrolet Buick Pontiac	$	16.97
7/23/2019	1000	22100	0005	Wex Bank (Wright Express)	$	144.18
7/23/2019	1000	22400	0162	Gem Chemical Company, Inc.	$	265.00
7/23/2019	1000	22400	0162	Gem Chemical Company, Inc.	$	68.40
7/23/2019	1000	22400	0380	Kenway Distributors Inc.	$	38.00
7/23/2019	1000	22400	0380	Kenway Distributors Inc.	$	347.66
7/23/2019	1000	22400	0380	Gem Chemical Company, Inc.	$	111.19
7/23/2019	1000	22710	0380	Lewis Bros Bakeries, Inc.	$	61.10
7/23/2019	1000	22710	0380	Lewis Bros Bakeries, Inc.	$	54.60
7/23/2019	1000	24500	0005	Siegels	$	164.00
7/23/2019	1000	24500	0005	Siegels	$	131.88
7/23/2019	1000	24500	0380	Siegels	$	138.00
7/23/2019	1000	24500	0380	Siegels	$	98.00
7/23/2019	1000	24500	0380	Siegels	$	98.00
7/23/2019	1000	24500	0380	Siegels	$	98.00
7/23/2019	1000	24500	0380	Siegels	$	26.99
7/23/2019	1000	24500	0380	Siegels	$	64.00
7/23/2019	1000	24500	0380	Siegels	$	64.00
7/23/2019	1000	24500	0380	Siegels	$	128.00
7/23/2019	1000	24500	0380	Siegels	$	138.00
7/23/2019	1000	24500	0380	Siegels	$	128.00
7/23/2019	1000	24500	0380	Siegels	$	138.00
7/23/2019	1000	24500	0380	Siegels	$	138.00

7/23/2019	1000	24500	0380	Siegels	$	128.00
7/23/2019	1000	25000	0005	St. Vincent Evansville	$	384.00
7/23/2019	1000	31501	0068	Sw Indiana Reg Ytls Village	$	5,112.00
7/23/2019	1000	31800	0300	East Pines Animal Clinic Inc	$	234.44
7/23/2019	1000	31890	0232	Warren Mathias	$	37.50
7/23/2019	1000	32000	0380	St Marys Medical Center	$	32.95
7/23/2019	1000	32000	0380	St. Vincent Warrick	$	412.00
7/23/2019	1000	35100	0005	St Vincent Warrick Ems	$	20.00
7/23/2019	1000	36000	0068	Alexander Newbergh Chapel	$	100.00
7/23/2019	1000	36100	0162	Aigner Hardware	$	35.98
7/23/2019	1000	36100	0162	Aigner Hardware	$	15.98
7/23/2019	1000	36100	0162	Aigner Hardware	$	57.99
7/23/2019	1000	36100	0162	Aigner Hardware	$	42.99
7/23/2019	1000	36100	0162	Aigner Hardware	$	23.98
7/23/2019	1000	36200	0162	Aigner Hardware	$	4.50
7/23/2019	1000	36200	0162	Aigner Hardware	$	13.98
7/23/2019	1000	36200	0162	Aigner Hardware	$	31.99
7/23/2019	1000	36200	0162	Aigner Hardware	$	10.67
7/23/2019	1000	36200	0162	Aigner Hardware	$	7.12
7/23/2019	1000	36200	0162	Aigner Hardware	$	2.59
7/23/2019	1000	36200	0162	Aigner Hardware	$	18.04
7/23/2019	1000	36200	0162	Aigner Hardware	$	29.91
7/23/2019	1000	36200	0162	Aigner Hardware	$	16.06
7/23/2019	1000	36200	0162	Aigner Hardware	$	5.99
7/23/2019	1000	36200	0162	Aigner Hardware	$	94.98
7/23/2019	1000	36200	0162	Aigner Hardware	$	4.59
7/23/2019	1000	36200	0162	Aigner Hardware	$	19.45
7/23/2019	1000	36200	0162	Aigner Hardware	$	139.77
7/23/2019	1000	36200	0162	Aigner Hardware	$	19.82
7/23/2019	1000	36200	0162	Plumbers Supply Co Inc.	$	27.28
7/23/2019	1000	36200	0380	Aigner Hardware	$	20.64
7/23/2019	1000	36200	0380	Aigner Hardware	$	5.55
7/23/2019	1000	36200	0380	Aigner Hardware	$	40.18
7/23/2019	1000	36200	0380	Ferguson Enterprises Inc #1480	$	92.97
7/23/2019	1000	36200	0380	Bumper To Bumper / Btb Chandle	$	10.49
7/23/2019	1000	36200	0380	Bumper To Bumper / Btb Chandle	$	1.29
7/23/2019	1000	36200	0380	Aigner Hardware	$	3.99
7/23/2019	1000	36200	0380	Aigner Hardware	$	4.99
7/23/2019	1000	36200	0380	Grainger	$	119.52
7/23/2019	1000	36200	0380	Ferguson Enterprises Inc #1480	$	116.35
7/23/2019	1000	36200	0380	Aigner Hardware	$	27.98
7/23/2019	1000	36200	0380	Aigner Hardware	$	6.58

7/23/2019	1000	36200	0380	Aigner Hardware	$	85.00
7/23/2019	1000	36400	0005	Business Equipment	$	16.60
7/23/2019	1000	36400	0005	MPH Industries, Inc.	$	353.38
7/23/2019	1000	36550	0005	Law Chevrolet Buick Pontiac	$	138.64
7/23/2019	1000	36550	0005	Law Chevrolet Buick Pontiac	$	771.37
7/23/2019	1000	36550	0005	Law Chevrolet Buick Pontiac	$	16.36
7/23/2019	1000	36550	0005	Law Chevrolet Buick Pontiac	$	163.04
7/23/2019	1000	36550	0005	Law Chevrolet Buick Pontiac	$	391.25
7/23/2019	1000	36550	0005	Law Chevrolet Buick Pontiac	$	14.40
7/23/2019	1000	36550	0005	Law Chevrolet Buick Pontiac	$	13.86
7/23/2019	1000	39960	0068	I.T.I.	$	62.50
7/23/2019	1112	45010	0000	Gem Chemical Company, Inc.	$	310.64
7/23/2019	1122	32300	0000	The Change Companies	$	250.00
7/23/2019	1122	32300	0000	Total Court Services	$	395.25
7/23/2019	1138	60017	0000	Point Security, Inc.	$	520.92
7/23/2019	1138	60017	0000	Nichols Electric Supply	$	97.54
7/23/2019	1138	60021	0000	Aigner Hardware	$	71.76
7/23/2019	1138	60021	0000	Trane Supply	$	5.37
7/23/2019	1138	60021	0000	Evapar	$	1,711.24
7/23/2019	1152	18300	0000	Vosterdoze, Inc.	$	79.80
7/23/2019	1152	21100	0000	Mid America Fire & Safety LLC	$	1,000.00
7/23/2019	1152	23400	0000	Mid America Fire & Safety LLC	$	48.44
7/23/2019	1159	21340	0000	Medtox Laboratories, Inc.	$	13.92
7/23/2019	1159	21375	0000	Stericycle, Inc	$	33.65
7/23/2019	1159	21375	0000	McKesson Medical-Surgical Inc.	$	61.67
7/23/2019	1159	22100	0000	Law Chevrolet Buick Pontiac	$	106.01
7/23/2019	1159	22500	0000	Don's Muffler Shop	$	29.95
7/23/2019	1159	22500	0000	Don's Muffler Shop	$	417.51
7/23/2019	1159	22500	0000	Gem Chemical Company, Inc.	$	76.94
7/23/2019	1159	22500	0000	B-Hive Printing	$	183.00
7/23/2019	1168	21401	0000	Sanofi Pasteur Inc.	$	219.37
7/23/2019	1169	22200	0000	Best One Tire & Service	$	891.88
7/23/2019	1169	22200	0000	Best One Tire & Service	$	169.12
7/23/2019	1169	22200	0000	Best One Tire & Service	$	156.50
7/23/2019	1169	22200	0000	Best One Tire & Service	$	3,010.00
7/23/2019	1169	22330	0000	Brian's Concrete Supplies	$	40.88
7/23/2019	1169	22330	0000	J & J Supply Inc.	$	385.20
7/23/2019	1169	22330	0000	J & J Supply Inc.	$	619.20
7/23/2019	1169	22330	0000	J & J Supply Inc.	$	4,525.20
7/23/2019	1169	22330	0000	J & J Supply Inc.	$	2,483.20
7/23/2019	1169	36300	0000	Aigner Hardware	$	11.99
7/23/2019	1169	36300	0000	Aigner Hardware	$	5.24

7/23/2019	1169	36300	0000	Airgas USA, LLC	$	568.20
7/23/2019	1169	36300	0000	Auto Wheel And Rim Service Inc	$	9.97
7/23/2019	1169	36300	0000	Auto Wheel And Rim Service Inc	$	2.30
7/23/2019	1169	36300	0000	Booneville Lawn And Garden Inc.	$	15.15
7/23/2019	1169	36300	0000	Booneville Lawn And Garden Inc.	$	17.78
7/23/2019	1169	36300	0000	Brandeis Machinery & Supply	$	4,745.24
7/23/2019	1169	36300	0000	CRAFCO, INC.	$	105.00
7/23/2019	1169	36300	0000	Ebn Construction & Industrial	$	132.47
7/23/2019	1169	36300	0000	Ebn Construction & Industrial	$	75.26
7/23/2019	1169	36300	0000	FRR Equipment Company	$	168.40
7/23/2019	1169	36300	0000	Erosion Resource/Supply Inc.	$	655.00
7/23/2019	1169	36300	0000	Hamlin Equipment Rental	$	100.95
7/23/2019	1169	36300	0000	Hutson, Inc.	$	1,328.24
7/23/2019	1169	36300	0000	Hutson, Inc.	$	10.25
7/23/2019	1169	36300	0000	Interstate Batteries Of Wabash	$	10.80
7/23/2019	1169	36300	0000	Ken Shourds Equipment, Inc.	$	252.58
7/23/2019	1169	36300	0000	Lawson Products, Inc.	$	257.52
7/23/2019	1169	36300	0000	Meyer Truck Equipment	$	74.97
7/23/2019	1169	36300	0000	Perfection Hydraulics, Inc.	$	336.70
7/23/2019	1169	36300	0000	Ruiter Truck Center	$	26.88
7/23/2019	1169	36300	0000	Southeastern Equipment Co. Inc	$	65.32
7/23/2019	1169	36300	0000	Southeastern Equipment Co. Inc	$	90.06
7/23/2019	1169	36300	0000	Warrick Automotive Supply	$	210.07
7/23/2019	1169	36300	0000	Warrick Automotive Supply	$	59.99
7/23/2019	1169	36300	0000	Warrick Automotive Supply	$	91.02
7/23/2019	1169	36300	0000	Warrick Automotive Supply	$	47.84
7/23/2019	1169	36300	0000	Whayne Supply Co. Inc.	$	104.21
7/23/2019	1169	36300	0000	Expressway Dodge	$	53.78
7/23/2019	1168	37100	0000	Nix Sanitary Service	$	140.00
7/23/2019	1197	44000	0000	Aigner Hardware	$	6.99
7/23/2019	1197	44000	0000	Aigner Hardware	$	15.99
7/23/2019	1197	44500	0000	J & J Supply Inc.	$	753.75
7/23/2019	1219	22100	0000	Aigner Hardware	$	69.25
7/23/2019	1219	22105	0000	Coca Cola Bottling Co	$	813.75
7/23/2019	1219	22105	0000	The Home City Ice Company	$	110.88
7/23/2019	1219	22105	0000	The Home City Ice Company	$	158.76
7/23/2019	1219	22105	0000	The Home City Ice Company	$	159.60
7/23/2019	1219	22105	0000	The Home City Ice Company	$	63.00
7/23/2019	1219	32400	0000	Midwest Telecom Communications	$	187.00
7/23/2019	1219	36250	0000	Aigner Hardware	$	14.34
7/23/2019	1219	36250	0000	Aigner Hardware	$	12.95
7/23/2019	1219	39700	0000	Gem Chemical Company, Inc.	$	498.84

7/23/2019	1219	39700	0000	Gem Chemical Company, Inc.	$	87.14
7/23/2019	2051	21100	0000	Office Depot, Incorporated	$	59.98
7/23/2019	2051	21100	0000	Office Depot, Incorporated	$	82.55
7/23/2019	2504	31400	0000	Piranha Shredding/Recycling In	$	45.00
7/23/2019	4901	32300	0000	Princeton Daily Clarion	$	98.35
7/23/2019	4921	31201	0000	Mountain Valley Of Evansville	$	30.50
7/23/2019	4921	31201	0000	Redwood Toxicology Laboratory	$	245.43
7/23/2019	9115	31111	0000	National Test Systems	$	2,662.50
				Grand Total:		$ 3,008,940.04

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, July 22nd, 2019. IC 5-11-10-2 permits the governing body to sign the accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing. We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, in the total amount of: $3,008,940.04 Dated this 22nd day of July, 2019. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Terry Phillips, Member

Debbie Stevens, Auditor

Combined Public Communications

Combined Public Communications, LLC
Inmate Telecommunications General Service Agreement

Combined Public Communications, LLC (hereafter "CPC"), with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and (hereafter "Customer") with its principle place of the Warrick County Sheriff's Office business at 100 SR 62 West in Boonville, IN 47601 agree as follows:

Exclusive Agreement
Customer agrees to exclusively permit CPC to install the Inmate Telecommunications System (hereafter "ITS") that will process pre-paid calls, including local and long distance traffic, and associated hardware and software within all pre-existing and future jail and / or detention facilities. CPC shall also be the exclusive provider of all related existing and future inmate communications and personal inmate communication devices which include, but are not limited to, voice, data and video communication. Communications and communication devices include, but are not limited to, phone calls, messaging applications, email, mail scanning and video. CPC and Customer agree that no other type of inmate personal communication devices will be installed in the jail / detention facility for inmate use without written agreement between both parties.

CPC Equipment:
The ITS and all associated equipment installed under this agreement shall remain the sole and exclusive property of CPC. Customer will promptly report to CPC misuse, destruction, or vandalism of the system and associated equipment. Customer will not use the ITS for Customer's business purposes nor list or advertise in any manner the telephone numbers of the ITS without the prior written consent of CPC.

Customer Access to Equipment and Reports:
CPC will provide Customer with password protected access to the ITS, allowing Customer's staff to monitor and record calls and run call detail reports. Call detail reports will be stored off site at a secure CPC location. CPC technicians will train Customer's authorized staff on the usage of the system.

Service Agreement:
All service and maintenance of the ITS will be the sole responsibility of CPC.

KIOSK and/or Vending Machine:
Customer agrees to exclusively permit CPC to install a KIOSK and/or vending machine(s) for the purpose of selling prepaid talk time minutes and any other inmate communication services to the inmate or friends and family. The KIOSK or vending machine location(s) will be agreed upon by the Customer and CPC and remain operable and on site throughout the term of the Agreement. CPC technicians will service, stock and maintain the machine(s).

Agreement Term:
This agreement will remain in force and effective for forty-eight (48) months from the Commencement Date. Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew for a twelve (12) month term upon the same terms and conditions as set forth herein.

Combined Public Communications

Commission:
Commission will be paid monthly to the Customer on prepaid talk time used based on fifty-five percent (55%) of all prepaid talk time usage.

CPC View System
See ***Attachment A*** for information related to CPC and Customer responsibilities regarding the CPC View System.

Inmate Trust Accounting and Deposit Solution
CPC will provide Customer with commissary and trust accounting software. CPC will provide, install, and maintain one (1) booking kiosk for inmate deposits, one (1) lobby kiosk for commissary deposits, and one (1) server.

Video Arraignment Solution
At no cost, CPC can install and maintain the CPC View Video Arraignment Solution that includes up to one (1) jail set up and three (3) courtroom setups. This solution has an estimated value of seventeen thousand and hundred dollars (17,100.00). The exact equipment will be determined by CPC via a detailed walkthrough.

Additional Investigative Tools
The CPC investigator's Toolbox (CPC-ITB) is a feature that can be added to Customer's installed ITS solution. Customer should initial one of the following options regarding this technology:

__✓__ Option 1: Customer would like to utilize the CPC-ITB program. A non-commissionable one cent ($0.01) will be added to the current calling rate and go towards funding this platform in its entirety.

_____ Option 2: Customer is not interested in using the CPC Investigator's Toolbox.

Courtesy Calling Cards:
As a courtesy, if requested, CPC will provide monthly, complementary calling cards that permit local and long distance calling within the United States. The number of complementary calling cards will be allocated monthly and based upon the average number of bookings per month; the complementary calling cards may be adjusted at CPC's discretion, depending upon the jail's needs.

Pin Debit Transfers:
Customer may ask CPC to interface with Customer's commissary services provider for the purpose of allowing phone time Pin Debit transfers from an inmate's commissary trust account into an inmate's prepaid phone time account with CPC. As such, deposits will be made into the commissary trust account for the benefit of inmates and collected by and held by Customer. At the time an inmate initiates a transfer to Vendor to purchase prepaid phone time, CPC's system will recognize the prepaid purchase, but Customer will continue to hold the cash deposit. At the end of each month, CPC will invoice Customer for the total amount of inmate-initiated transfers from the commissary trust account to purchase phone time.

Customer agrees that payment terms for this invoice will be "due upon receipt" and will be paid to CPC directly from the commissary trust fund. Additionally, at the request of CPC, Customer agrees to work with CPC to establish a direct ACH transfer to transfer money from the commissary trust account to CPC for the total amount of commissary pin debit transfers. In the event that an invoice remains unpaid for greater than 30 days, CPC, in its sole discretion, may withhold payment of any commissions or other payments due to Customer until the past due invoice has been paid. Customer explicitly agrees that non-payment of commissions or other payments due to past due invoices does not constitute a breach of the Agreement.

Combined Public Communications

Taxes, Regulatory & Network Fees:
Taxes, regulatory and service fees are deducted at the point of sale; network connection costs are deducted from the total talk time usage. Additionally, total phone usage will be adjusted for false phone time usage resulting from chargeback deposits.

Calling Rates:
CPC will charge telephone rates allowed by tariff, if applicable. The rates may be amended by CPC and the customer.

Liability:
CPC will have no liability for damage to Customer's premises from the installation, use or removal of the ITS or associated equipment unless such damage is the result of negligence of CPC agents or employees. Customer agrees that all recordings required to be obtained and stored as part of providing services under this Agreement are property of the Customer. Customer further agrees that CPC will have no liability for the content of recordings stored on behalf of the Customer.

Indemnification:
As further consideration for this agreement for installation of inmate telephones in the jail, CPC hereby agrees to indemnify and hold harmless the Customer in any and all claims arising by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling. In the event of future legislation or administrative regulation materially alters the charges which may be made by CPC, CPC agrees to abide by any such statute or ruling and bring their conduct of charges into compliance with said authority. In the event that any future legislation or administrative regulation materially alters the terms of this agreement, this Agreement shall, at the option of either party, be subject to re-negotiation between the parties.

Regulatory Changes:
In the event that new and/or revised government regulations prevent CPC from providing commission or services to the Customer, CPC will have the right to renegotiate this Agreement with the Customer.

Uncontrollable Circumstances:
CPC reserves the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, change in call rates, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.

Maintenance and Repair:
CPC may remove or replace the ITS or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. CPC, with the consent of Customer, may adjust the number of inmate telephones at the premise when, in CPC's judgment, the revenue generated by the existing inmate telephones warrants such adjustments.

Termination:
Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure shall continue for a period of thirty (30) days after written notice to the defaulting party of said failure is given. In the event any governmental tariff or regulation prevents CPC from providing services or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then CPC at its sole discretion may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow CPC access to the facility in order to remove all equipment, including but not limited to inmate telephones and all associated equipment. CPC agrees to remove the equipment within thirty days after termination of this Agreement.

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Combined Public Communications

Resolution of Disputes:
Any and all disputes arising under this agreement shall be brought in a court of appropriate venue and competent jurisdiction.

Authority to Represent:
Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment. Furthermore, signing this document confirms to CPC that the detention facility described herein is not under a contract with any other inmate telephone provider. The undersigned has the authority and hereby directs CPC to install their inmate telephone system. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 29 day of July, 2019 (the Commencement Date). Any and all previous contracts and agreements entered into between these parties are null and void.

Signed this 29th day of July 2019

Customer	CPC
Signature	Signature
Michael K Wilder Sheriff	Tim Fowler Regional Sales Mgr
Print Name and Title	Print Name and Title

President, Warrick County Commission

Signature

7-29-2019
Date

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Combined Public Communications

Call Rates

Prepaid calling within the U.S.	$0.20 per minute
Prepaid International Calling	Begins @ $1.00 per minute, a list of countries and costs will be supplied to customer

Service Level Agreement

Response time:

An individual phone outage:	24 hours
Section of the building outage:	4 hours
Complete system wide outage:	2 hours

A routine service failure with no impact on the administrative functions of the system such as an individual phone outage, repair time is 24 hours.

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Combined Public Communications

Combined Public Communications, LLC
Inmate Telecommunications General Service Agreement
Attachment A – CPC View Responsibilities

WHEREAS, this Attachment relates to the Inmate Telecommunications General Service Agreement originally entered into by Combined Public Communications, LLC (hereafter "CPC") and the Warrick County Sheriff's Office (hereafter "Customer").

Equipment
CPC will provide, install, and maintain the CPC View In-Pod Kiosk Solution that includes up to twenty-one (21) View Units, one (1) server and required bandwidth. The equipment will always remain the property of CPC.

Features
In-pod kiosk functionality can include remote video visitation, onsite video visitation, electronic grievances, commissary ordering, messaging, jail handbook, and PREA policy with reporting. Customer should check all features that will be utilized on the kiosk:

Check - Yes	Available Feature
✓	Remote Video Visitation
✓	Onsite Video Visitation
✓	Email
✓	Electronic grievances
✓	Jail Handbook
✓	PREA Policy Reporting
✓	Commissary Ordering – if available
✓	Law Library Access – See associated cost below

Commission:
As additional compensation, CPC will provide twenty percent (20%) commission on remote video visitation usage.

CPC Responsibilities
CPC will provide and install the View units and associated operational hardware, provide ongoing service, support and maintenance throughout the term of the Agreement.

Customer Responsibilities:
It is the Customer's responsibility to stop, block, or reprimand behavior for videos, emails, email attachments, or any other communication passed on the View System that is considered to be inappropriate by the Customer.

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Combined Public Communications

Remote Video Visitation Storage
CPC will store remote video visits for ninety (90) days.

Fast Case Law Library
CPC will provide the Customer access to Fast Case Law Library Service (Service). The annual cost of this Service is based on the average daily population (ADP) of one hundred and fifteen (115) inmates at one dollar ($1.00) per inmate per month for a total of one hundred and fifteen dollars ($115) per month. The yearly Service fee will be deducted from the customer's monthly commission. This Service is subject to a monthly commission deduction on an annual basis. This service is subject to an annual ADP adjustment and will automatically renew on an annual basis. Customer should initial one of the following options regarding this technology:

✓ Option 1: Customer would like to utilize this Service

_____ Option 2: Customer is not interested in utilizing this Service.

Customer	CPC
[signature]	[signature]
Signature	Signature
Michael K. Wilson Sheriff	Tim Powder Regional Sales Mgr
Print Name and Title	Print Name and Title
7-29-2019	7/29/19
Date	Date

President, Warrick County Commission

[signature]
Signature

7-29-2019
Date

Combined Public Communications

LETTER OF AGENCY

This Letter of Agency (LOA) dated _____ between the _____ "Customer" and Combined Public Communications (CPC) LLC, hereby grants CPC LLC, the authority to act as Customer's Agent for the coordination of all correction and public telephone activities. All information requested should be forwarded to: CPC LLC, PO Box 76573, Highland Heights, Ky. 41076. Customer hereby directs you, the Corrections Telephone and Payphone Services Provider (PSP) to forward to CPC LLC, at the above address any and all contract information (including, but not limited to effective and expiration dates, renewal and termination terms and conditions, and exclusivity clauses) pertaining to PSP and the Customer correction telephone and payphone location(s) listed below for the purpose of managing all activities relating to Customer's correction telephones and payphones. PSP's failure to respond with this information within seven (7) business days of receipt of this request shall be deemed by Customer and CPC LLC to indicate that no such contract exists, or that the term of said contract has expired, or that PSP has abandoned its rights under said contract. Such failure to respond will result in action consistent with the absence of a contract, which may include the Customer's removal of your corrections telephone system, telephones and payphones from this location.

Notice: Effective on the date of this LOA, Customer hereby serves notice that it wishes not to renew any existing contract with PSP after the existing term.

Location / Address: _____

This authorization supersedes any previous Letters of Agency or Authorization Letters that may exist, and shall remain in effect until terminated by either party in writing.

_____ (Location Name)	_____ Combined Public Communications _____
Customer Signature: _____	Agent Signature: _____
Customer Name: _____	Agent Name: _____
Customer Title: _____	Agent Title: _____
Date: _____	Date: _____

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WARRICK COUNTY, INDIANA - HIGHWAY DEPARTMENT

CONSULTANT'S AGREEMENT

FOR

WARRICK COUNTY CULVERT INSPECTION

This Agreement, made and entered into this _____ day of _____ 20____, by and between the Board of Commissioners of the County of Warrick, Indiana (the "County"), and SJCA P.C., whose address is 9102 North Meridian Street, Suite 200, Indianapolis, Indiana 46260 (the "Consultant").

WHEREAS, the County desires to contract for consulting services required for the inspection of small structures having spans from ten (10.0) feet and greater up to less than twenty (20.0) feet for the following designated project, and all work incidental thereto (the "Project"):

WARRICK COUNTY CULVERT INSPECTION

WHEREAS, the Consultant is qualified and prepared to perform the Services required in said work and they agree to perform the Services under the terms and condition herein set forth;

WHEREAS, said funds are available for the Services;

WHEREAS, the County is authorized to enter into this Agreement;

WHEREAS, the Consultant has expressed a willingness to provide a complete inspection based on the Federal Highway Administration's "Culvert Inspection Manual", National Bridge Inspection Standards (NBIS), and the American Association of State Highway and Transportation Officials (ASSHTO) Manual for Maintenance Inspection Bridges.

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

I. **CONSULTING SERVICES**

A. Preliminary Coordination

After receiving from the County written Notice to Proceed, the Consultant shall hold a preliminary planning meeting with the County to review the scope of services and the process of inspection.

B. Inspection Report Format

1. Format will consist of a one (1) page structure inventory and appraisal report with appropriate photographs for each culvert ranging ten (10.0) feet to nineteen and ninety-nine hundredths (19.99) feet. This will be reported for all thirty-nine (39) structures with load ratings for each structure.
2. The culverts shall be numbered as directed by the County
3. A map shall be provided in each hard copy report and each digital report identifying the location of each culvert.
4. Culvert location information shall include data for the following categories of information:
   a. Location.
   b. Structure Data
   c. Structural Condition and Appraisal
   d. Roadway Condition
   e. Channel Condition
   f. Estimated Life

C. Structure Load Ratings

The Consultant shall determine load rating capacities for all structures. A summary document shall be provided by the Consultant indicating the source of the load rating determination.

D. Consultant shall provide the following to the County:

1. A minimum of three (3) hard copies and two (2) digital copies of the report on two (2) thumb drives with the Microsoft Access Database.
2. Culvert pictures submitted on thumb drives.
3. A map of the County showing the location of each culvert by number in each hard copy.
4. A "pdf" file copy with the two (2) digital reports.

II. **Work Schedule of Completion**

The services for this Agreement shall be completed and delivered by the Consultant to the County no later than one hundred eighty (180) calendar days after notification to proceed from the County, exclusive of County and regulatory agencies review time. The work described below shall be submitted by the Consultant to the County for review and approval within the following approximate time periods:

A. Performance inspections and preliminary reports within one hundred fifty (150) calendar days of notice to proceed on the Project.

B. Submit final reports within thirty (30) calendar days of notice to proceed on final report.

III. **OBLIGATIONS OF COUNTY**

All data applicable to the project and in the possession of the County or its related agencies shall be made available to Consultant when necessary. The County shall also be responsible for providing the following assistance or services:

A. Upon reasonable request by the Consultant, the County shall furnish all available maps, drawings, plans of existing structures, previous reports, traffic data, and other information, including previously performed load ratings, in its possession which are relevant to the Services being performed by Consultant.

B. The County shall provide access to enter upon public property as required for the Consultant to perform the work under this Agreement. In the event the County determines that access to private property is necessary for the Consultant to perform the Services, the Consultant shall attempt to acquire approval from the owners of such private property prior to accessing said private property. The Consultant shall immediately notify the County if such approval cannot reasonably be obtained.

IV. **COMPENSATION**

The County, for and in consideration of the rendering of the consulting services, agrees to pay the Consultant a fee in the amount of Four Hundred Ninety-Four and 00/100 Dollars ($494.00) per structure for inspections and Six Hundred Forty-Three and 00/100 Dollars ($643.00) per structure for load ratings, with an estimated maximum fee of Forty-Four Thousand Three Hundred Forty and 00/100 Dollars ($44,340.00) for thirty-nine (39) structures ranging from ten (10.0) feet to nineteen and ninety-nine hundredths (19.99) feet (see SJCA Phase 1 Proposal Submittal in appendix for more information). In no event shall the fees paid by the County to the Consultant under this Agreement exceed

Forty-Four Thousand Three Hundred Forty and 00/100 Dollars ($44,340.00). The Consultant shall invoice work completed on a monthly basis. The County will review invoices to approve for payment or notify the Consultant of any issues in a timely manner. Payment for services shall be due thirty (30) days from submittal of invoice.

A. In the event both the County and the Consultant mutually agree and acknowledge the existence of a material change in the scope and character of the work after inspection work has progressed as directed by the County, adjustments in the fees payable to the Consultant, as outlined above, shall be determined through negotiation between the parties to this Agreement. Any changes to scope and fees must be approved in writing by both parties and in the form of an amendment to this Agreement, subject to the approval by the County.

B. The County may authorize the Consultant to perform additional services on any small structures encountered in the field which are not included as part of the Services to be performed by Consultant under this Agreement ("Additional Services"). However, the Consultant shall only perform Additional Services upon the express, written approval by the County. Payment by the County for the Consultant for the performance of Additional Services will an hourly basis as outlined in the Phase 1 Fee Proposal Submittal (see Appendix).

V. **MISCELLANEOUS PROVISIONS**

A. Ownership of Documents

All inspection documents prepared under the terms of this Agreement shall be delivered to, and become the property of, the County. Basic notes and sketches, photographs, and other data prepared or obtained by the Consultant under this

Agreement shall be made available, upon request, to the County without restriction on their use. The County agrees to indemnify and hold harmless the Consultant for any damages resulting from the reuse or modification of inspection documents.

B. Delays and Extensions

The parties may agree to appropriate extensions of time in the case of unavoidable delays. Any such extensions or changes must be in writing.

C. Abandonment

If the County should abandon the services described herein, the Consultant shall deliver to the County all remaining inspection documents completed, and these shall then become the property of the County. The value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the Consultant to the date of the abandonment, and which may be mutually agreed upon by the County and the Consultant. The payment made to the Consultant shall be paid as a final payment in full settlement of the Consultant services hereunder.

D. Termination

This Agreement may be terminated by either party by giving (30) thirty days written notice, by mutual agreement. In the event of a substantial failure to perform in accordance with the terms hereof or by the other party, through no fault of the terminating party, a similar written notice of (30) thirty days must be given. If this Agreement is terminated, the Consultant shall be paid for the extent of services performed by it to the termination notice date.

E. GIS Data
The Consultant and the County may enter into a separate agreement for the provision of electronic map data ("GIS Data") from the County to the Consultant that is reasonably necessary for the performance of the Services.

F. Non-Discrimination
The Consultant shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his or her race, color, religion, sex, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

G. Conflict of Interest
The Consultant represents that it has, and will have, no direct or indirect interest in any other contract in connection with this Project.

VI. **RESPONSIBILITY FOR CLAIMS, INSURANCE, AND LIABILITY**
The Consultant shall maintain throughout the term of this Agreement the following insurance and shall, if requested, submit certificates verifying such coverage to the County:

A. Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.

B. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owner, non-owned, or hired vehicles.

C. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of Consultant or of any of its employees, agents, or subcontractors. Said insurance shall be written by reliable insurance companies authorized to do business in the State of Indiana and shall have limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate.

VII. **SUCCESSORS AND ASSIGNS**
No portion of this Agreement shall be sublet, assigned, or otherwise disposed of except with the written consent of the County. Consent to sublet, assign, or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement. Except as otherwise herein provided, the rights and obligations created by this Agreement shall run to the benefit of and shall be binding upon the heirs, executors, administrators, assigns, and successors in interest of the parties hereto.

VIII. **DISPUTES**
In an effort to resolve any conflicts that arise during the inspections of the Project or following completion of the Project, the County and the Consultant agree that all disputes between them arising out of or relating to this agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

IX. **COMPLIANCE WITH LAWS**
Unless otherwise specified, this Agreement shall be governed by the laws of the State of Indiana, and by all ordinances of the County of Warrick, Indiana, as they shall be in full force and effect upon the date this Agreement is executed. In addition, the Consultant agrees to comply with all applicable Federal, State, and Local laws and ordinances applicable to the contemplated work.

X. **EFFECTIVE DATE**
This Agreement shall become effective on the date of execution of this document by both the County and the Consultant.

WHEREFORE, the Consultant has hereunto set its hand this _____ day of _____, 20____.

"CONSULTANT"
SJCA P.C.
Printed or Typed Name of Consultant

9102 North Meridian Street, Suite 200
Indianapolis, Indiana 46260
Address

(317) 566-0629
Telephone Number

By: Rajiv K. Huria
Rajiv K. Huria
Chief Executive Officer

Attest: Sherly George
Sherly George
Chief Operating Officer

IN WITNESS WHEREOF, the County does hereby accept the foregoing Agreement and has herewith set its hand this 9th day of September, 2019.

"County"
BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

Dan Seyler
Dan Seyler

Robert H. Johnson, Jr.

Terry J. Phillippe

ATTEST:

Deborah K. Stevens
Deborah K. Stevens,
Warrick County Auditor

Small Bridge Structure Inspection Paperwork is located in its entirety on File in the Auditor's Office.