WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
August 12, 2019
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

Commissioner Saylor: Thank you, good afternoon, everybody. Alright, we'll start first off with our APC, Sherri?

Sherri Rector: The first item, Mr. President, is a Public Hearing.

Commissioner Saylor: So, we will do the Public Hearing first in the Matter of Vacating an Easement. So, we need to suspend the Commissioners' Meeting and open the Public Hearing.

Commissioner Johnson: I make a motion to suspend our meeting and go on with the Public Hearing.

Commissioner Phillippe: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

PUBLIC HEARING
IN THE MATTER OF THE VACATION OF EASEMENTS AND THE RIGHT-OF-WAY OF HOLLY LANE LOCATED ON THE PLAT OF EPLEY ACRES IN OHIO TOWNSHIP, WARRICK COUNTY, INDIANA

Sherri Rector: Okay, it's in the Matter of Vacation of Easements and Right-of-Way of Holly Lane located on the Plat of Epley Acres in Ohio Township in Warrick County. Basically this was a four (4) lot subdivision that was done years ago and the roadway was never built at that time and we didn't have surety to guarantee the construction of the roadways. This was never developed. There's one (1) lot, so they're redoing it into a two (2) lot subdivision with additional acreage that I think you seen in the Drainage Board meeting previous to this one (1). So, we do have all of the letters back from all the utilities that they have no objections to the vacating of the public utility easements and so everything is in order. The roadway is no longer necessary and like I said, it was never built anyway.

Commissioner Saylor: Okay. So, do, is there anyone here that wants to speak for or against the vacation? If so, come forward, please. State your name for the record.

Scott Buedel: Scott Buedel with Cash Waggner and Associates.

Commissioner Saylor: Hi, Scott.

Scott Buedel: We did get a couple response, responses back from the standpoint of the vacation of the easements. And we've accounted for those as far as ones that would not be vacated. Basically, the front of Holly Lane where it ties into Lincoln Avenue, there's a water line and a sewer line that crosses through there. So those would be retained. And then along the east side of the property, Vectren had a transformer sitting back along the east side of the property, and there's a portion of that we're going to go ahead and retain to, for Vectren, but everybody else sent letters of no objection.

Commissioner Saylor: Okay.

Scott Buedel: Everything's pretty clean from that standpoint.

Commissioner Saylor: Good deal. Alright. Anyone else to speak for or against? Alright. So, do I have a motion? Or no, I need to re, close the Public Hearing.

Roger Emmons: (Inaudible).

Commissioner Saylor: So, do I have a motion to close the Public Hearing?

Commissioner Johnson: So moved.

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

ACTION ON PUBIC HEARING
IN THE MATTER OF THE VACATION OF EASEMENTS AND THE RIGHT-OF-WAY OF HOLLY LANE LOCATED ON THE PLAT OF EPLEY ACRES IN OHIO TOWNSHIP, WARRICK COUNTY, INDIANA
ORDINANCE 2019-17

Commissioner Saylor: So, now we need to take action on the Public Hearing. Is there a motion?

Roger Emmons: Ordinance?

Sherri Rector: Need an Ordinance number.

Commissioner Saylor: Yep.

Kristine Georges: 2019-17.

Sherri Rector: '17.

Commissioner Saylor: '17.

Commissioner Phillippe: So, I'll make the motion to approve 2019-17.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: (Inaudible).

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

Sherri Rector: Okay.

Commissioner Saylor: Is that it?

Sherri Rector: You might as well stay.

(Ordinance 2019-17 is located on Page 15 of these Official Minutes)

AREA PLAN COMMISSION
STREET CONSTRUCTION PLANS
PP-19-06 – EPLEY ACRES RE-PLAT

Sherri Rector: The next item is Street Construction Plans, Primary Plat 19-06, Epley Acres Re-Plat, C. James and Mary E. Tucker, Byron S. Lee as Trustee of the Epley Family Trust with Cynthia M. Epley Life Estate. Mary Tucker, Harold Epley, Kenneth T. Epley, and Joanne Epley, Owners. It is nine point zero (9.0) acres located on the south side of Lincoln Avenue approximately five hundred seventy (570) feet west of the intersection formed by Lincoln Avenue and Lynn Road being Epley Acres and also apart of Ohio Township 26-6-9. It was advertised in the Standard on August 1, 2019. They're requesting no improvements to Lincoln Avenue, which has been reviewed by Mr. Howard. And as stated, this a four (4) lot subdivision being turned into a two (2) lot with additional acreage. And one (1) new building site was...

Roger Emmons: Scott, how do you spell your surname?

Scott Buedel: B-u-e-d-e-l.

Roger Emmons: Thank you.

Commissioner Saylor: So, Bobby, you good with…?

Bobby Howard: Yes, I'd recommend approval.

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

Commissioner Johnson: Make a motion to approve.

Commissioner Phillippe: And I'll second the motion.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Sherri Rector: Thank you.

(PP-19-06, Epley Acres, is located on Page 16 of these Official Minutes)

SUBDIVISION CONTROL ORDINANCE AMENDMENT ORDINANCE 2019-18

Sherri Rector: The next item, guess it would be County Commissioner 2019-18? Ordinance number?

Kristine Georges: Yes, Ma'am.

Sherri Rector: Okay, thank you. This is an Ordinance to amend Article 3 as Procedures for Subdivision for Major Subdivisions, Section 3, Notice of Public Hearing, Major Subdivision, Subsection 1B of the Subdivision Control Ordinance in effect for Warrick County, Indiana. The purpose of this Ordinance is to change the ten (10) day notice for Public Hearings to twenty-one (21) days. Was advertised in the Standard on June 27, 2019. The Area Plan Commission gave a unanimous positive recommendation for the amendment. Basically, we changed our rules, procedure requiring the twenty-one (21) days several years ago, but it had not been changed in the Subdivision Ordinance itself. So, this is just making everything match.

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

Commissioner Phillippe: I make a motion to approve 2018…2019-18.

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).

(Ordinance 2019-18 is located on Page 16 of these Official Minutes)

REQUEST FOR EXTENSION OF SURETY MALLARD LAKE SUBDIVISION PHASE 1

Sherri Rector: Next is Request for Extension of Surety, Mallard Lake Subdivision, Phase 1, by Lake Group, Stewart Phillips, President. For sidewalk construction. They are requesting a one (1) year extension with reduction from twenty thousand four hundred and seventy-two dollar ($20,472.00) to nineteen thousand seven hundred and ten dollars ($19,710.00). They have had fifteen (15) years. The Ordinance allows for a maximum time of seven (7) years therefore they're also requesting a modification from the Subdivision Control Ordinance. The letter of credit expires August 23, 2019. I believe that Bobby has reviewed the dollar amount.

Bobby Howard: The dollar amount is sufficient.

Commissioner Saylor: So why is this, why is this taking so long to, just development slow?

Sherri Rector: Well, not to really speak for them, but I think it has been slow lot sales in that area and this is where a lot of the Habitat Homes are being built. Isn't that right, Bobby?

Bobby Howard: Yes.

Sherri Rector: Okay. So, of course they're still doing construction, so, I guess they don't want the sidewalks tore up during construction time.

Commissioner Saylor: Okay. So, Bobby, you're good with that then?

Bobby Howard: Yeah, that dollar amount is sufficient. And I would also note, I haven't had any complaints called in on that, on the sidewalks not being constructed. (Inaudible).

Commissioner Saylor: Alright. So, do I have a motion to extend the surety?

Commissioner Johnson: I'll make that motion.

Commissioner Phillippe: I'll second.

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

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

(Mallard Lake Extension is located on Pages 16 through 17 of these Official Minutes)

FIELDCREST SUBDIVISION SECTION 2-1

Sherri Rector: And the last item I have is Fieldcrest Subdivision, Section 2-1, by Fieldcrest LLC. Tomson, Thomas Thompson, Member. Drainage construction. We are holding thirty-two hundred dollars ($3,200.00) in escrow. Have held surety for six (6) years. They are requesting another year at the same dollar amount. And that has been signed off by Phil Baxter, County Surveyor.

Commissioner Saylor: Good evening.

Jim Morley, Jr.: Jim Morley, Jr., Project Engineer. I can answer any questions you might have.

Commissioner Saylor: Does anyone have any questions for Mr. Morley? Bobby?

Bobby Howard: I have none.

Commissioner Saylor: None? Okay. So, with that being said, I have none. Do I have a motion?

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

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

Commissioner Saylor: Is that it, Sherri?

Sherri Rector: Yep.

Commissioner Saylor: Thank you.

(Fieldcrest Extension is located on Pages 17 through 18 of these Official Minutes)

APPROVAL OF MINUTES
JULY 22, 2019

Commissioner Saylor: Next on the Agenda is Approval of Minutes for our July 22, 2019 Minutes.

Commissioner Johnson: Make a motion to approve the July 22, 2019 Minutes.

Commissioner Phillippe: I second the motion.

Commissioner Saylor: First and a second. 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
AGREEMENT FOR PLACEMENT OF PRIVATE SEWER LINE IN COUNTY RIGHT-OF-WAY
DOLLAR GENERAL

Commissioner Saylor: Next item on the agenda is our Departmental Reports and lead off by Mr. Emmons. Roger?

Roger Emmons: Thank you, Mr. President. First item I have is the agreement regarding Placement of Private Sewer Line in County Right-of-Way. Our Counsel emailed us on July 30th. He advised this Board to sign this as soon as possible, which you did, then be acknowledged as approved at today's meeting. This is for the Dollar General Store to be built at the corner of Sharon Road and State Road 66. Just need a motion acknowledging approval.

Todd Glass: And that, Mr. President, is allowing the placement of sewer line, private sewer line on County right-of-way. And the landowners have signed an agreement as has Newburgh to maintain that line and waive all claims and provide a hold harmless to the County as a result of that. It's in proper form and ready for approval.

Commissioner Saylor: Okay. Do I have a motion?

Commissioner Phillippe: I make a motion to approve.

Commissioner Johnson: Second.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Roger Emmons: Thank you.

(Dollar General Right-of-Way Agreement is located on Pages 18 through 20 of these Official Minutes)

AT&T MOBILITY NATIONAL ACCOUNTS, LLC EXHIBIT D PARTICIPATION AGREEMENT

Roger Emmons: Next item is Exhibit D, Participation Agreement with AT&T Mobility National Accounts, LLC. Commissioner Phillippe helped me on this one (1). In fact on the meeting on June 10th, you previously approved one (1) that covered the Sheriff's Office and we listed Sheriff Wilder as the address for notices. And this one (1) is basically for a blanket, as I understand it, for the County in general. As far as, I think it's, Mike, is this like the Mobility Hotspots?

Sheriff Wilder: Sheriff Mike Wilder. Yeah, I believe it's for the, we switched our air cards within our cars to AT&T/First Net. I think we were with Verizon. I believe that's what this actual agreement is for. Without having it in front of me, I'm not a hundred percent (100%) sure.

Roger Emmons: Well, that...

Commissioner Phillippe: We needed a blanket account for the County, as the County, so that the Sheriff's hotspots could fall under that hierarchy.

Roger Emmons: Gotcha. Thank you, Sheriff.

Commissioner Saylor: We just need to approve this?

Roger Emmons: Yes, just approve by motion and let me see, Dan, you as President would sign.

Commissioner Saylor: So, Gentlemen, do I have a motion for this agreement?

Commissioner Johnson: I'll make that motion.

Commissioner Phillippe: I'll 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).

Roger Emmons: Thank you very much.

(AT&T Exhibit D is located on Page 21 of these Official Minutes)

REQUEST FOR FMLA LEAVE CLERK'S OFFICE – DISPATCH

Roger Emmons: Next is a request for FMLA Leave. I copied you on my August 5th email to Susie about this item and everything's been submitted with the proper signatures. This is a Clerk's Office employee. I recommend your approval by motion.

Commissioner Phillippe: Make a motion to approve the FMLA Leave.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Roger Emmons: And just today I received another request. This is for a Dispatcher submitted through Sheriff Wilder. And again, all the required paperwork and required signatures are on this one (1) and would recommend your approval my motion also.

Commissioner Saylor: Need a motion for the Dispatcher FMLA.

Commissioner Johnson: I'll make the motion.

Commissioner Phillippe: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: (Inaudible).

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

Roger Emmons: Thank you.

MERITAIN AGREEMENTS REGARDING TRUESCRIPTS AS NEW PBM AMENDMENT TO ADMINISTRATIVE SERVICES WITH MERITAIN HEALTH, INC SUMMARY OF MATERIAL MODIFICATIONS AND AMENDMENT #4 TO THE HSHP SMM AND AMENDMENT #5 TO THE POS PLAN

Roger Emmons: Next, we have the Acknowledgement and Approval of the Meritain Agreements that basically has replaced ScriptWorld with TrueScripts as our new pharmacy benefit manager. The three (3) documents are: Amendments to the Administrative Services with Meritain Health, INC; Summary of Material Modifications or SMM and Amendment #4 to the High Deductible Health Plan; and SMM and Amendment #5 to the POS Plan which is the PPO Plan under Meritain.

Commissioner Saylor: Do I have a motion to approve these agreements?

Commissioner Phillippe: Make a motion to approve Meritain Agreements.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Roger Emmons: Thank you.

(Meritain Amendment Agreements are located on Pages 21 through 22 of these Official Minutes)

BOONVILLE DOWNTOWN PLAZA JBI CONSTRUCTION APPLICATION #6

Roger Emmons: Next item is JBI Construction's Pay App #6 for the County's share of the Boonville Downtown Plaza Project. This one (1) is in the amount of five thousand thirty-two dollars and five cents ($5,032.05). This covers the month of June of this year. The balance to finish plus retainage will be eighty-two thousand five hundred eighty-two dollars forty-eight cents ($82,582.48). Once we get that from JBI.

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

Commissioner Phillippe: I make a motion to approve.

Commissioner Johnson: I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you, Gentlemen.

(JBI Pay Application #6 is located on Page 22 of these Official Minutes)

COURTHOUSE RENOVATION PROJECT PARTIAL ACCEPTANCE CERTIFICATE FOR ENERGY SYSTEMS GROUP LLC

Roger Emmons: Next has to do with the Courthouse Renovation Project. The, a couple of items that we covered last Thursday in our weekly progress meeting. The first of which is a partial acceptance certificate for ESG. They need this in order to close out the construction permit. We did have a visit from Indiana OSHA last week. And the, I think everything went just, just fine on the inspection. By closing out the construction permit, we'll make it so that I-OSHA doesn't come back on site.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to approve the Partial Acceptance Certificate for ESG.

Commissioner Phillippe: And I will second.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(ESG Acceptance Certificate is located on Page 23 of these Official Minutes)

ESG APPLICATION AND CERTIFICATE OF PAYMENT #9

Roger Emmons: And then the next item under the Courthouse Renovation Project is Application and Certificate for Payment #9. This one (1) is in the amount, and this is the final Pay App, forty-seven thousand two hundred eighty-one dollars eighty-five cents ($47,281.85). And so, I wanted to add Ryan Baker, Project Manager, he'll be at your next meeting on August 26th. He'll be presenting the final amount, the final retainage release request. That will be three hundred seventeen thousand eight hundred twenty-one dollars and fifty-six cents ($317,821.56). So, your item here is for Pay App #9 approval.

Commissioner Saylor: Do I have a motion for, to approve Pay App #9?

Commissioner Phillippe: I make a motion to approve Pay App #9.

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).

Roger Emmons: Thank you very much.

(ESG Payment #9 is located on Pages 23 through 24 of these Official Minutes)

PROPOSAL FROM SMITH'S BELL AND CLOCK, INC

Roger Emmons: Next to last item is to discuss the Proposal we received from Smith's Bell and Clock for the Clock Restoration. I stated, it does not include the clock mechanism or the bell. It's true that the clock mechanism is fine pursuant to work done in 2017. The only work they're gonna do on the bell has to be with the support timber. That was included in that price. But since then, I've asked JJ Smith, the President of Smith Bell, for some clarification on the quotations based upon the fact that for the Courthouse Renovation Project, the LED lights or the lights up on the bell deck. I'm sorry, the clock deck. They were replaced with LED lights pursuant to the project. There's also a photocell already up there. So, he resubmitted the price quotation. This one (1) is in the amount, and he took those out, it's in the amount of eleven thousand four hundred sixty-three ($11,463.00). So, it's a couple thousand cheaper because of those things. So, if they do the lighting things, they pointed out they could be different colors, seasonal colors. It could be orange for Halloween and you know, different colors for Christmas, red, green. And it would be a remote control. You know, that may be something we can look into later on to do ourselves rather than to have that added at this time. So, I'd asked some specific questions and he did answer those. It was a little unclear. I've also asked him to send me a draft or proposed agreement or contract for these services that would itemize you know restoring the four (4) clock faces and the hands and all those things. And especially in the painting. There was some additional painting that we want done to match the rest of the Courthouse appearance on the exterior. So, the option to put auto winders for both weights stacks is sixty-five hundred dollars ($6,500.00). However, we don't want to do that until I find out from the Community Foundation how many more years the Kinderman Foundation is going to pay us a certain amount of money annually for our clock maintenance. If it's eight hundred and one dollars ($801.00) and it goes on ten (10) years, well, we don't want to lose out on eight thousand dollars ($8,000.00). So...

Commissioner Saylor: Did they pay us something last year, Roger? Or this year?

Roger Emmons: Yeah, we, you know, they've been varying amounts down to about eight hundred and one dollars ($801.00) a year. But, I've got to confirm that with the Community Foundation. I started to do a search and ran out of time before I, before the meeting started. That's what I'm working on. I don't think, well, I better retract that. They've asked that, and based on the fact that their fall schedule is filling up rapidly, that the Commissioners act on this as soon as possible.

Commissioner Phillippe: Roger, I know we talked about this in the project management meeting about the possibility of them coming down here. I'm not sure I understand the full scope of work.

Roger Emmons: Okay. I think it would be a good idea for me to email him and just say, come down and talk to us.

Commissioner Saylor: And Roger, I'm the same way.

Commissioner Johnson: We need a more detailed quote.

Roger Emmons: Yeah.

Commissioner Saylor: I've not seen the drill down that I feel comfortable with approving eleven thousand four hundred sixty-three dollars ($11,463.00). I just, I know he said they're going to do a support structure. Well, what are they going to do? You know? Is that, I know that, I think somebody said, maybe Brad made mention that the hammer's out of adjustment? You know, does that include an adjustment of the hammer? I know that's insignificant. You know? But, you know, there's just some things that need to be done there. So, I agree.

Roger Emmons: Let me know when you want to meet them if you're available later on this week or, but I'll contact them.

Commissioner Saylor: I just say, contact them and if just one (1) Commissioner can meet, that'd be perfect. So if any one (1) of us is available, just meet with them. So, just so we just have some, a little bit more...

Commissioner Johnson: And if I'm not mistaken, we cannot make this an automatic clock as far as winding without...

Roger Emmons: That's right. If we electrify the clock in any way, the Kinderman Foundation Annual Grant goes away.

Commissioner Johnson: Right.

Roger Emmons: So that's why I say we don't want to do that until I find out as far as the future commitment. Okay, you've acted on, discussed that one (1).

BELL ROAD PARCEL 6

Roger Emmons: I have one (1) final item regarding the Bell Road Project. And I know Todd has one (1) of these aspects under his business. But, I received an email from Kevin Hetrick, he's with Clark Dietz and is the Right-of-way Acquisition Manager regarding Parcel 6, Wilder, Krieger. And would like for the Board to consider approval today of the revised uniform offers and also the recommendation for administrative settlement. INDOT has approved the forty-two thousand one hundred dollar ($42,100.00) settlement amount. And that's, has also been verbally accepted by the owner. So, I have those documents for your consideration of approval and signatures. And these set forth what the Commissioners have approved.

Todd Glass: I think, Roger, our original, additional offer was forty-two-one ($42,100.00), but this administrative settlement is for the settled amount of thirty-nine thousand eight hundred dollars ($39,800.00). The original offer was ninety-five thousand two hundred ($95,200.00). The administrative settlement of thirty-nine thousand eight hundred ($39,800.00) brings us to a total of one hundred and thirty-five thousand ($135,000.00).

Roger Emmons: Right. Thank you.

Todd Glass: And this updated uniform offer includes the most recent additional terms including, that will remain zoned agricultural until that change is requested by the owner. Two (2) other changes was that additional detention ponds will not be required once that property is developed for residential use and we confirmed that through Bobby's office. That we'll add rip rap to the proposed detention pond. Maintain and mow the area and build the pond to a ten (10) foot depth. So those are the three (3) terms that most recently be in that to the uniform offer which the property owner accepted and final settlement.

Roger Emmons: Todd, the uniform property or easement acquisition offer that is dated today's date, that shows the ninety-five thousand two hundred ($95,200.00).

Todd Glass: Yeah, if you go to the fourth page, the way they've done it, you'll see in that box...

Roger Emmons: Yeah, on the acceptance of offer. I don't, it's not signed yet, so...

Todd Glass: Yeah, I haven't seen it done that way before. But it works (inaudible).

Roger Emmons: Right.

Todd Glass: So the ninety-five-two ($95,200.00) original offer and the administrative settlement of thirty-nine-eight ($39,800.00) for a total of one-thirty-five ($135,000.00).

Roger Emmons: Right. So, you feel comfortable that these documents are accurate for...

Todd Glass: Correct. Correct.

Roger Emmons: And these both take the Board's all three (3) signatures.

Commissioner Saylor: So, they're all in order then?

Todd Glass: Yes, Mr. President, ready for your approval.

Commissioner Saylor: Okay. Do I have a motion to approve these documents?

Commissioner Phillippe: Make a motion to approve.

Commissioner Johnson: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

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

Commissioner Saylor: Thank you, Roger.

COUNTY ATTORNEY
MAKEN AGREEMENT WITH WARRICK COUNTY

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

Todd Glass: If I may, Mr. President?

Commissioner Saylor: Oh, I skipped you again. I wrote that on there.

Todd Glass: That's alright. You took my agenda item away because we addressed it. But, I'd like to slide something else in there instead.

Commissioner Saylor: Nope, you can't do it.

Commissioner Johnson: No sliding.

Commissioner Saylor: No sliding. Go ahead. I'm sorry.

Todd Glass: This is regarding the development agreement with Maken Corporation and Prospect Drive. I believe Mr. Morley and Mr. Ubelhor are here today if they wish to comment. But, we have finally reached a final settlement on the development agreement. The only additions from our last version Mr. President is that I checked with Bobby but we correctly added to this agreement that there's two (2) vacations of Prospect Drive. The first phase is approximately three thousand (3,000) lineal feet I believe. And there is an option to vacate, that's the second phase of the property approximately twelve hundred feet (1,200). This agreement now provides that if that option to vacate Phase 2 is exercised, Maken Corporation receives that in fee simple just like Phase 1, and they'll keep the surface materials. They'll be removing the surface materials from Phase 2 and keeping it and they'll be doing all that grading work on their own dime. But that's been added to this agreement for Phase 2. That Maken Corporation will receive that also in fee simple and will grade and remove the surface materials and keep the surface materials. The County keeps the surface materials for Phase 1, which is going to be of some help to the Highway Department. But this agreement includes those most recent additions that I believe Mr. Ubelhor indicated to me wraps up the agreement, in good shape.

Commissioner Saylor: Bobby, what's your...?

Bobby Howard: I've reviewed it and I'm fine with the terms.

Commissioner Saylor: I know we've went back and forth, back and forth. Good with it? Okay.

Todd Glass: And Exhibit B again on the agreement show you the Phase 1 and Phase 2 components of the agreement. And Phase 1, once this agreement is signed, actually it can get started right away.

Commissioner Saylor: Good. Good. Do I have a motion?

Commissioner Phillippe: Make a motion to approve the agreement.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: And I'll get those signatures from the Commissioners and send them over to Jim soon as we have them. Thank you, Mr. President.

Commissioner Saylor: Thank you. Promise I'll never skip you again.

(Maken Agreement, Prospect Drive, is located on Pages 26 through 29 of these Official Minutes)

COUNTY AUDITOR
CERTIFIED CLAIMS

Commissioner Saylor: Next item on the agenda is our County Auditor. Now, Debbie, it's your turn.

Auditor Stevens: Thank you. All Claims are certified for a total of one million seven hundred forty-one thousand eight hundred seventy-five dollars and twelve cents ($1,741,875.12).

Commissioner Saylor: Do I have a motion for the Claims?

Commissioner Johnson: Motion to pay the Claims.

Commissioner Phillippe: And I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Auditor Stevens: Thank you.

Commissioner Saylor: Thank you, Debbie. That it?

Auditor Stevens: Yep.

(Certified Claims are located on Pages 30 through 33 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY APPROVAL OF PLANS FOR WARRICK TRAILS ALONG VANN ROAD AND WETHERS ROAD

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

Bobby Howard: I think the first item on the agenda is the plans for the Warrick Trails, the path along Vann Road. The other path extension along Wethers Road. Both of those plans have been reviewed and approved by my office. I'd recommend approval to allow them to construct a bike path along those two (2) sections.

Commissioner Saylor: Okay. Do I have a motion?

Commissioner Phillippe: Make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

INDOT LPA AGREEMENTS - TELEPHONE ROAD PROJECT

Bobby Howard: The next item I have is the INDOT LPA Agreement for the Telephone Road Project. This agreement right now is for construction and it is a, we've basically acquired three million three hundred twenty thousand ($3,320,000.00) in Federal Funds to go towards this project. So, I just need your approval on the INDOT LPA Agreement to move forward to acquire the Federal Funds and move forward with the project.

Commissioner Saylor: And this would be an eighty (80%)/twenty (20%)?

Bobby Howard: Eighty (80%)/twenty (20%). That's eighty percent (80%).

Commissioner Johnson: Make a motion to approve the INDOT LPA Agreement.

Commissioner Phillippe: I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(INDOT LPA Agreements, Telephone Road, are located on Pages 33 through 37 of these Official Minutes)

BRIDGE 310

Bobby Howard: The next item I have is the INDOT LPA Agreement for our Bridge 310 Project. This agreement, INDOT has, outside of the MPO Area, INDOT has decided that these coordination contracts should piecemealed with each phase of the project. So, this agreement is for just the PE, eighty percent (80%) of the PE, the Engineering Services and that total award on this is three hundred ninety-three thousand three hundred and twenty-four dollars ($393,324.00). And as we move along with a different phases of the project, INDOT will send a new coordination contract for each additional phase now. So, I recommend and approval all this phase of the project.

Commissioner Saylor: Okay.

Commissioner Johnson: What if you get halfway through the project and then all of the sudden they don't want to approve anything?

Bobby Howard: Well, they, they, this is the process we have to go through with INDOT. So, they have awarded the funds for Bridge 310 tentatively throughout the project. It's done, we were awarded funding for that call. But they will only give it out piecemeal at a time.

Commissioner Johnson: Make the motion to approve INDOT LPA Agreement for Bridge 310.

Commissioner Phillippe: Second the motion.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(Bridge 310, INDOT Agreement, is located on Pages 37 through 41 of these Official Minutes)

APPROVAL TO PURCHASE A SINGLE AXLE TRUCK

Bobby Howard: The next item I have is we were looking at a used single axle dump truck. We, actually we just happened to find one (1) near Terre Haute. And we've priced it. They were wanting eighteen thousand ($18,000.00) for it. It includes a spreader and a plow and our mechanics have went through the vehicle. It's a 2004 International 7400. And I was able to acquire it for fifteen thousand dollars ($15,000.00) if you agree with that purchase. And like I said, this would be the last single axle that we would need to purchase for some time. And we would've replaced three (3) of our single axles that are 1995's.

Commissioner Saylor: What's a truck like that sell new for, Bobby?

Bobby Howard: A new truck. That's, you're looking at around a hundred thousand ($100,000.00).

Commissioner Saylor: With a spreader and plow on it?

Bobby Howard: Yeah.

Commissioner Saylor: Okay. Do I have a motion for the used single axle purchase?

Commissioner Phillippe: Make a motion to approve the purchase.

Commissioner Johnson: I second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Bobby Howard: Actually used they're around thirty-two thousand ($32,000.00). I think we found a bargain. Especially since the mechanics have already looked it over.

(Single Axle Purchase Paperwork is located on Page 42 of these Official Minutes)

PROSPECT DRIVE ENGINEERING BY MORLEY

Bobby Howard: I have one (1) more item. And that goes with the Prospect Drive Agreement. I have an agreement for services with Morley for preparation of the drainage plan for our Prospect Drive lot and then this will give a control file per the agreement. Maken will be grading our lot and we will supply them the information. And this agreement with Morley for sixty-seven hundred dollars ($6,700.00) plus reimbursable and I'd like to get this approved subject to legal review. But I just had it sent to me today, this final version. So, I'd recommend moving forward with approving that.

Commissioner Saylor: Do I have a motion to approve the Prospect Drive Agreement Control File subject to legal Counsel?

Commissioner Phillippe: Yes, I make that motion.

Commissioner Johnson: Second.

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

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Bobby Howard: That is all I have, thank you.

Commissioner Saylor: Thank you.

(Prospect Drive, Morley Engineering Agreement, is located on Page 42 of these Official Minutes)

COUNTY PURCHASING

Commissioner Saylor: Next item on the agenda is County Purchasing. Roger, Joe's not here.

Commissioner Johnson: He's not here. Roger left somewhere.

COUNTY SHERIFF - JAIL COMMITTEE DISCUSSION

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

Sheriff Wilder: Sheriff Mike Wilder. First item we have on there is Discuss the Jail Committee. I think we brought this up a little bit in the last meeting about appointing a committee to move forward to do feasibility studies and things like that with a potential Jail. I did give you guys a paper here a little bit about the roles of the Committee. That was provided to me by two (2) gentlemen that are here in the audience today that have helped me a little bit to understand a Jail committee because it's obviously new to me. Never done anything like this. And so moving forward, I know that a Jail Committee's put together and that sheet kind of give out some of the functions and roles and responsibilities which is kind of nice. I appreciate them for providing that to us to kind of give us some guidelines to do a feasibility study to see if a Jail is feasible to build or add on. So, I guess we're just to the point where if we do tonight or whatever at some point we need to name the Committee and then move forward with it.

Commissioner Saylor: Michael, do you have recommendations for that Committee?

Sheriff Wilder: I can. I didn't come with them today. I didn't know if you guys want me, that, we'll wait 'til next, I can send them by email if you guys would like them from me. I think that's maybe what we discussed last time. I might have misinterpreted. But yeah, I can send out recommendations. I believe Todd, it would probably be the, even with all my recommendations, the actual commissioners appoint the members, don't you believe? Even if it's off my recommendation? Is there any concern there?

Todd Glass: I would just want to check that. If you, if you did that email, that would give me enough time to verify the Board's authority to appoint and make sure that's the only point of authority for the feasibility Committee. That's one (1), that's one (1) thing I can do.

Sheriff Wilder: If you guys don't mind then, I can do a little work and then before the next meeting I'll send you some recommendations and obviously, it's you guys, whatever you want to approve or who is fine. I know by the perspective members that should be on there, Jail Commander, Commissioners, Council Members, Judges. I think we've got a lot of good choices, but it doesn't matter which way we go. All of them would be good. So, I will do that though by email.

Commissioner Saylor: What's your thoughts, Sheriff, of; it says seven (7) to nine (9) members. What's your, I mean you don't want to get too big, but I don't think nine (9) is probably for this type of study. You're not, maybe some might not make it every time. So you definitely want, you know.

Sheriff Wilder: In speaking with, they, to Performance Services, there's the gentlemen that helped guide me a little bit and also speaking out to some other Sheriffs that are on some Jail Committees. One (1) having almost twenty (20) members, telling me how big that was. So, this list here of about eight (8) to nine (9) people is about right. There are people that work in the Jail or at least have some similarity and then one of those choices is to have a transparent public member that wouldn't have anything but more transparency you know to make sure we're doing our due diligence to find the best construction company, architects, things like that. So, I believe what they've give out as a reasonable, speaking to other Sheriff's. One (1) county they had almost twenty (20) on there and he said you can't even get business conducted and then some of them don't know anything. They've never even stepped in a Jail. I'm sure for the Sheriff it's a little frustrating. The Sheriff's not a know-it-all in those situations. I know they talk about their Jail Commander and other people being involved. But, I think it's very helpful if you work in a Jail if you're gonna try to help build a Jail and deal with the architect and people. So, I think that number, about nine (9) is about right and covers a lot of the different people that would be involved.

Commissioner Saylor: So, Counselor, so, is, are you going to find out, is this, is this the Sheriff's responsibility to appoint, I mean obviously the Jail Administrator, you know, I mean he's working with him or her every day. But, you know, who, is it our job to pick a Judge or Court Administrator or you know, or one (1) of the Community Corrections people or Board Member. Or is it the Sheriff's job?

Todd Glass: No, I would, being a brand new issue I hadn't thought about it, I would imagine it's the Board's decision to appoint. But, you would certainly take recommendations from the Sheriff.

Sheriff Wilder: If you don't mind, I know it's not his decision, if, Joe, would you come here a minute? Joe's dealt with, on a lot of different committees and, Joe, do you mind to come, kind of what your experience is with the Board real quick? Advisory Board. And not to be rude but keep kind of brief.

Joseph Mrak: Nothing like putting me on the spot.

Commissioner Phillippe: (Inaudible) make a comment real quick. Didn't mean to interrupt you. I might point out that the list says perspective members of the Jail Committee may include. I don't know that it has to have nine (9).

Sheriff Wilder: Oh, no it doesn't. Yeah, I would think number eight (8) would not really fit that thing. I think this is just a guideline or outline or playbook. That why I just, real quick, if Joe, kind of hear a little experience...

Joseph Mrak: Certainly. For the record...

Commissioner Saylor: State your name.

Joseph Mrak: Joseph Mrak. I'm representing Securitecture and Performance Services. I'm an architect. I've designed Jails for thirty-eight (38) years. But from a committee's experience, in my experience, whether the selection of the committee comes from the Sheriff or the Commissioners, the Commissioners need to approve whoever that is. Because you're going through a process that's going to take up a lot of people's time and the beginning point, because the ultimate decision makers are you three (3) Commissioners. So whatever comes of the Committee has to come before you, before it goes any further. You know as far as any recommendations that come forth and so forth. So, I think it's very important that the Commissioners establish what the, the ground rules are and the responsibilities of the Committee cause the important thing to remember is the Committee's job is to do all the leg work but the final decision comes down to you. You can't ever let that out of everybody's sight. So, I would think that if you wish the Sheriff to put together recommendations for the Committee, ultimately, he's putting forth a recommendation and that approval process is yours in my experience. I'm no attorney. But, but that's been my experience. Thank you.

Sheriff Wilder: Thank you, Joe, for that. I think this gives us, for some of us that don't have any experience in going through this for the first time. So, I will send you those recommendations and we can kind of move forward from there to the next meeting if everybody's in agreement with that and I'll cc...

Todd Glass: Mr. President, I'll verify with you, hopefully tomorrow that that's the right approach.

Commissioner Saylor: Thank you. And if, and if this is, if there's some statutorial things that we have to follow, can we maybe be prepared to do that? You know, to vote on that if we have to vote and we can, can you make sure we're prepared to, ready to do that.

Todd Glass: Certainly.

Commissioner Saylor: I mean, not, not as far as individual members. I mean...

Todd Glass: The procedure?

Commissioner Saylor: You have to form that committee before we, before, set the committee up before, yeah...

Commissioner Johnson: The groundwork.

Todd Glass: Right.

Sheriff Wilder: And, Mr. President, to point out, I've spoken at the Council meetings on this issue and they've brought it up over some of the issues there that we don't need a new Jail December 1st or January 1, 2020. We're not in dire straits. We've not had a lawsuit or anything like some other counties. But, we are hitting our population real close. We're thirty (30) years old. I haven't presented it to you, but I have a sixteen thousand dollars ($16,000.00) bill coming up cause our holding hot water tank is leaking. It's one (1) thing after another in there. So these are the issues that we're seeing with an older Jail. We're reaching our population. So what we're trying to do is our due diligence and be ahead of the game. So, putting this committee together to come up with the money and the things we need to present to the Council, to the Commissioners and to the Public at the time it is time to build the Jail. To have good numbers and stand behind what we're looking at doing. And that's what we're kind of starting today. Even though we don't need a Jail tomorrow. If that makes sense. So, but we're not that far out though from needing that Jail.

REQUEST TO DECLARE HANDGUN AND SURPLUS

Sheriff Wilder: I have another item on here. It's just Sergeant Scott Whitlow retired. It's common practice; it's in our SOP. It's always the officer that retires with more than eight (8) years of service. Which Scott has almost thirty (30) years of service, Scott Whitlow, is to give them their handgun when they retire. And that's why that's on there for surplus as an item.

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

Commissioner Johnson: Make a motion to declare the weapon surplus.

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: And Mr. President, I have the document for your signature for that.

Commissioner Johnson: Thank you, Sir.

Sheriff Wilder: Thank you, Guys.

Commissioner Saylor: Thank you, Sheriff.

(Surplus Paperwork is located on Page 42 of these Official Minutes)

COMMISSIONER ITEMS FOR DISCUSSION

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

Commissioner Phillippe: I have nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: No, Sir.

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

Commissioner Phillippe: Motion to adjourn.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:43 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

3 Ref

2019R-006723
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
08/13/2019 10:37 AM
REC FEE: 0.00
PAGES: 3

STATE OF INDIANA)
COUNTY OF WARRICK) SS:

BEFORE THE BOARD OF COMMISSIONERS

OF WARRICK COUNTY, INDIANA

IN THE MATTER OF THE PETITION TO VACATE EASEMENTS AND THE RIGHT-OF-WAY OF HOLLY LANE LOCATED IN EPLEY ACRES WARRICK COUNTY, INDIANA
ORDINANCE / VACATION NO: CC-2019- 17

AN ORDINANCE TO VACATE CERTAIN PUBLIC WAYS OR PUBLIC PLACES WITHIN WARRICK COUNTY, INDIANA, COMMONLY KNOWN AS OUTER LINCOLN AVENUE, NEWBURGH, INDIANA

Be it ordained by the Board of County Commissioners:

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

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

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

Easement Description

Part of the existing platted easements in Epley Acres, recorded in Plat File 1, Card 201 in the Office of the Recorder of Warrick County, Indiana, described as follows:

Commencing at the Northeast corner of said Epley Acres; thence along the east line thereof, South 00 Degrees 29 Minutes 00 Seconds West 284.00 feet to the point of beginning; thence continue along said east line of said Epley Acres, South 00 Degrees 29 Minutes 00 Seconds West 382.17 feet to the Southeast Corner thereof; thence along the south line of said Epley Acres, North 88 Degrees 50 Minutes 17 Seconds West 651.23 feet to the Southwest Corner thereof; thence along the Northwest line of said Epley Acres, North 60 Degrees 38 Minutes 30 Seconds East 19.69 feet to the north edge of an existing easement; thence along the edge of the existing platted easements in said Epley Acres the following ten (10) calls:

South 88 Degrees 50 Minutes 17 Seconds East 393.13 feet; thence
North 00 Degrees 29 Minutes 00 Seconds East 155.29 feet to the beginning of a curve to the left having a central angle of 13 Degrees 47 Minutes 03 Seconds, a radius of 50.00 feet and a chord dimension of South 89 Degrees 31 Minutes 00 Seconds East 12.00 feet;
thence along the arc of said curve 12.03 feet; thence
South 00 Degrees 29 Minutes 00 Seconds West 155.43 feet; thence
South 88 Degrees 50 Minutes 17 Seconds East 219.02 feet; thence
North 00 Degrees 29 Minutes 00 Seconds East 189.04 feet; thence
North 89 Degrees 33 Minutes 28 Seconds West 178.65 feet to the beginning of a curve to the left, having a central angle of 23 Degrees 27 Minutes 35 Seconds, a radius of 50.00 feet and a chord dimension of North 10 Degrees 46 Minutes 28 Seconds East 20.33 feet,
thence along the arc of said curve 20.47 feet; thence
South 89 Degrees 33 Minutes 28 Seconds East 175.02 feet; thence
North 00 Degrees 29 Minutes 00 Seconds East 163.00 feet; thence South 89 Degrees 33 Minutes 28 Seconds East 10.00 feet to the point of beginning and containing 15,534 square feet, more or less.

Daily Entered For Transfer & Subject To Final Acceptance For Transfer
AUG 13 2019
Pat Brooks
WARRICK CO. AUDITOR

Right-of-Way Description

All of the existing platted right-of-way of Holly Lane in Epley Acres, recorded in Plat File 1, Card 201 in the Office of the Recorder of Warrick County, Indiana, described as follows:

Commencing at the Northeast corner of said Epley Acres; thence along the east line thereof, South 00 Degrees 29 Minutes 00 Seconds West 30.00 feet to the south right-of-way of Outer Lincoln Avenue as platted in said Epley Acres; thence along said south right-of-way line, North 89 Degrees 33 Minutes 28 Seconds West 185.02 feet to the beginning of a curve to the left having a central angle of 89 Degrees 57 Minutes 32 Seconds, a radius of 25.00 feet and a chord dimension of South 45 Degrees 27 Minutes 46 Seconds West 35.34 feet and being the point of beginning; thence along the arc of said curve 39.25 feet; thence along the east right-of-way of said Holly Lane, South 00 Degrees 29 Minutes 00 Seconds West 337.35 feet to the beginning of a curve to the left, having a central angle of 48 Degrees 11 Minutes 23 Seconds, a radius of 25.00 feet and a chord dimension of South 23 Degrees 36 Minutes 41 Seconds East 20.41 feet; thence along the arc of said curve 21.03 feet to the beginning of a curve to the right having a central angle of 276 Degrees 22 Minutes 46 Seconds, a radius of 50.00 feet and a chord dimension of North 89 Degrees 31 Minutes 00 Seconds West 66.67 feet; thence along the arc of said curve 241.19 feet to the beginning of a curve to the left having a central angle of 48 Degrees 11 Minutes 23 Seconds, a radius of 25.00 feet and a chord dimension of North 24 Degrees 34 Minutes 41 Seconds East 20.41 feet; thence along the arc of said curve 21.03 feet; thence along the west right-of-way of said Holly Lane, North 00 Degrees 29 Minutes 00 Seconds East 362.30 feet to the extended south right-of-way of Outer Lincoln Avenue as platted in said Epley Acres; thence along said extended south right-of-way line, South 89 Degrees 33 Minutes 28 Seconds East 74.98 feet to the point of beginning and containing 26,549 square feet, more or less.

A Public Utility Easement is retained within part of the existing platted right-of-way of Holly Lane in Epley Acres, recorded in Plat File 1, Card 201 in the Office of the Recorder of Warrick County, Indiana, the Public Utility Easement being retained is described as follows:

Commencing at the Northeast corner of said Epley Acres; thence along the east line thereof, South 00 Degrees 29 Minutes 00 Seconds West 30.00 feet to the south right-of-way of Outer Lincoln Avenue as platted in said Epley Acres; thence along said south right-of-way line, North 89 Degrees 33 Minutes 28 Seconds West 185.02 feet to the beginning of a curve to the left having a central angle of 83 Degrees 06 Minutes 28 Seconds, a radius of 25.00 feet and a chord dimension of South 48 Degrees 53 Minutes 18 Seconds West 33.17 feet and being the point of beginning; thence along the arc of said curve 36.26 feet to the south line of a Town of Newburgh Sewer Utility Easement recorded in Document Number 2017R-000564 in the Office of said Recorder; thence North 89 Degrees 58 Minutes 08 Seconds West 50.20 feet to a point on the west line of said Holly Lane; thence along the west right-of-way of said Holly Lane, North 00 Degrees 29 Minutes 00 Seconds East 22.35 feet to the extended south right-of-way of Outer Lincoln Avenue as platted in said Epley Acres; thence along said extended south right-of-way line, South 89 Degrees 33 Minutes 28 Seconds East 74.98 feet to the point of beginning and containing 1,245 square feet, more or less.

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

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

PASSED this 12 day of August, 2019

BOARD OF COUNTY COMMISIONERS
OF WARRICK COUNTY, INDIANA

By: Dan Saylor
Dan Saylor, President

By: Bob Johnson
Bob Johnson, Vice President

By: Terry Phillippe
Terry Phillippe, Member

Secretary

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

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

(6)

CASH WAGGNER & ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

FILED
JUL 0 2 2019
WARRICK COUNTY
AREA PLAN COMMISSION

July 2, 2019

VIA E-MAIL: bhoward@warrickcounty.gov

Bobby Howard
Warrick County Highway Engineer
107 W. Locust Street
Courthouse – Room 208
Boonville, IN 47601

RE: **Epley Acres – Replat**
Lincoln Avenue, Newburgh, IN
Our Project No.: 19-37214-1839

Mr. Howard:

We request no improvements be required on Lincoln Avenue as a result of the Epley Acres - Replat. We also request no road plans be required for this subdivision.

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

Sincerely,
CASH WAGGNER & ASSOCIATES, PC

Scott Buedel, PLS
Project Surveyor

Cc: File

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: 8/12/19

414 CITADEL CIR. • SUITE B • EVANSVILLE, IN 47715
PH: 812.401.5561 • FAX: 812.401.5563
E-MAIL: CHERITT@CASHWAGGNER.COM
EVANSVILLE • JASPER WWW.CASHWAGGNER.COM

WARRICK COUNTY COMMISSIONERS ORDINANCE NO. 2019 - CC2019-18

AN ORDINANCE TO AMEND ARTICLE III A PROCEDURES FOR SUBMISSION OF "MAJOR" SUBDIVISIONS SECTION 3 NOTICE OF PUBLIC HEARING (MAJOR SUBDIVISION) SUBSECTION 1(b) OF THE SUBDIVISION CONTROL ORDINANCE IN EFFECT FOR WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA, as follows to wit:

Section 1. That Article III A Procedures for Submission of "Major" Subdivisions Section 3 NOTICE OF PUBLIC HEARING (Major Subdivision) SUBSECTION 1(b) be and the same hereby amended to read as follows:

SECTION 3: NOTICE OF PUBLIC HEARING (MAJOR SUBDIVISION)

b) At least twenty-one (21) days prior to the date set for the public hearing, the applicant (or subdivider) shall give written notice to all abutting property owners. The applicant (or subdivider) shall give notice by certified mail with return receipts using a prescribed form furnished by the Area Plan Commission. An affidavit, which lists the abutting property owners and attests that notice has been duly given to said property owners, must be filed with the Area Plan Commission along with all return receipts prior to the date set for the hearing. Failure of the applicant (or subdivider) to comply with the above notification and affidavit requirements (both in time schedule and substance) shall result in cancellation of the public hearing, and there shall be imposed another filing fee equal to the original filing fee for rescheduling of the public hearing, cancellation of the original public hearing, and republication of the notice of the public hearing.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of County Commissioners for Warrick County, State of Indiana.

Approved this 12 day of August, 2019.

Dan Saylor, President

Robert Johnson, Member

Terry J Phillippe, Member

ATTEST:
Debbie Stevens, Auditor

Public Hearing held by Area Plan Commission July 8, 2019

FILED
JUL 1 8 2019
WARRICK COUNTY
AREA PLAN COMMISSION

July 18, 2019

Warrick County Board of Commissioners
C/o Sherri Rector
107 W. Locust
Boonville, IN 47601

RE: **Mallard Lake Sidewalk Extension Ph.1**

Gentlemen,

We are requesting that a one year extension be granted for the sidewalk construction for the above referenced project. We would request the current Letter of Credit amount be reduced from $20,472.00 to $19,710. Please contact me with any questions you may have.

Sincerely,

Jerry Aigner
812-305-3884

Cc: File

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: 8/12/19

FILED
JUL 1 8 2019
WARRICK COUNTY
AREA PLAN COMMISSION

July 18, 2019

Warrick County
Area Plan Commission
Courthouse
Boonville, IN 47601

RE: MALLARD LAKE PHASE 1
ENGINEER COST BREAKDOWN

Sidewalks	1,314.00	LF	$15.00	$19,710.00
Total Cost Estimate				$19,710.00

LETTER OF CREDIT AMOUNTS
APPROVED BY:

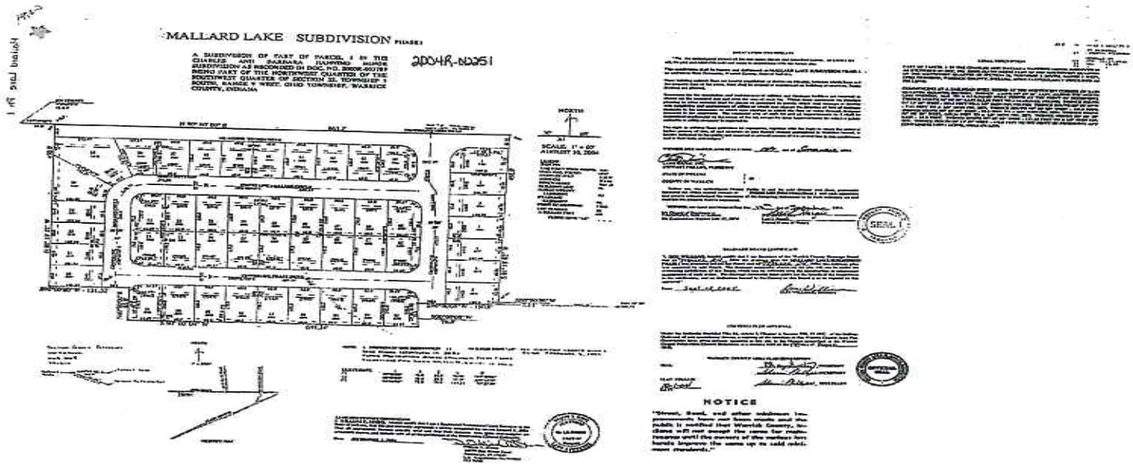
Bobby Howard, Warrick County Highway Engineer

Engineer's Cost Estimate prepared
and submitted by:

Jordan M. Algner, P.E.
Indiana Registration No. 10808996
Date Prepared: July 18, 2019

JORDAN M. ALGNER
REGISTERED
No. 10808996
STATE OF
INDIANA
PROFESSIONAL ENGINEER

7-18-19



Thompson Homes
THOMAS N. THOMPSON, PRESIDENT

322 FREDERICA STREET • P.O. BOX 458
OWENSBORO, KENTUCKY 42302
(270) 926-1740 • FAX (270) 685-3242

Developers • Builders

6 August 2019

Warrick County Area Plan Commission
Attn: Molly Barnhill
Room 201, 107 W Locust Street
Boonville, IN 47601

8-12-19

RE: Drainage Construction, Fieldcrest Place Sec 2, Phase 1

To the Interested Party,

We respectfully request a one (1) year extension on the above referenced project, as of this date the work is not complete.

Although, we are currently in the process of competing this project. We are waiting on the resident at part of this location, to remove a privacy fence which is obstructing completion, on his own by the deadline of August 26, 2019, in which we have notified via certified mail. At that time our development Contractor will continue with the completion of this project. Therefore, the project will be complete much sooner than an extended deadline of August 2020.

We appreciate your consideration of the extension.

Respectfully,

Pamela Douglas
Secretary-Treasurer

BOARD OF COMMISSIONERS:

President

Member

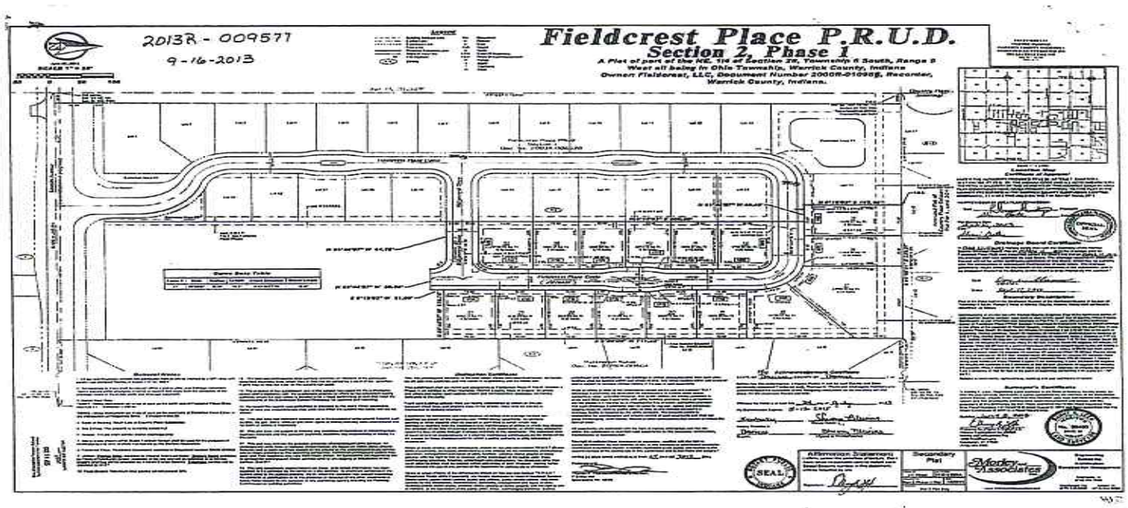
Member

ATTEST:

Auditor

Date: 8/12/19

FIDDLESTICKS • THOROBRED CROSSING • KEENELAND TRACE • THE DOWNS • FIELDCREST CROSSING



Cross Reference: _____

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

DGOGNewburghin10252018LLC (the "**Landowners**"), and Warrick County, by and through the Board of Commissioners of Warrick County, Indiana (the "**County**"), and the Town of Newburgh ("**Newburgh**") do hereby enter into this Agreement to Allow Placement of Private Sewer Line in County right-of-way:

WHEREAS, the Landowners own property located at 6933 Sharon Road, Newburgh, Warrick County, Indiana, legally described as Part of SW1/4, Section 36, Township 6 South, Range 9 West, as shown in the Sewer Plans for Dollar General Store #20693, which is attached hereto as Exhibit "A" and made apart hereof (the "**Property**");

WHEREAS, the Landowners have requested permission from Newburgh to connect a private sewer line and force pump located in the county right-of-way to Newburgh's sanitary sewer system, which adjoins the Property as shew in Exhibit "A" for the purpose of connecting the Property to the sewer facilities owned and maintained by Newburgh;

WHEREAS, the Landowners have requested permission from the County to allow the placement of the private sewer line in the County's right-of-way (the "Facilities"), the location of which is shown in Exhibit "A";

WHEREAS, to induce the County to allow the Landowners to run the private sewer line in the County's right-of-way and to induce Newburgh to allow the Landowners to connect to Newburgh's sanitary sewer system, the Landowners are willing to maintain said private line and pump and agree to waive any claims against Newburgh and the County in connection with the placement, maintenance, and operation of the private sewer line according to the terms and conditions set forth below.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The Landowners may construct the Facilities and connect it to the Newburgh sanitary sewer at the Landowner's expense in the County's public right-of-way in the location shown on Exhibit "A". Connection to the Newburgh sanitary sewer shall be in accordance with Newburgh's standards for such connection.

2. The Landowners agree that they shall obtain all local and State permits to construct the Facilities and connect the Facilities to the Newburgh sanitary sewer within the County's right-of-way.

3. The Landowners agree that they have full responsibility for maintenance, repair, and replacement of the Facilities, and that the neither the County nor Newburgh shall have any responsibility for maintenance, repair, or replacement of the Facilities. Further, the Landowners agree that they shall perform maintenance activities whenever so reasonably requested by the County or Newburgh.

4. The Landowners agree to waive any claims against Newburgh and the County in connection with the placement, construction, maintenance, and operation of the Facilities.

5. The Landowners do hereby covenant and agree to hold the County, its engineers, public officials, employees, agents, assigns, and duly authorized contractors and third parties (collectively, the "Indemnified Party") harmless and to indemnify the Indemnified Party from any and all liability, damage, costs, or expenses, including, without limitation, all attorney's fees, court costs, indemnity, or settlement amounts, and any other damage, cost, or expense which may directly or indirectly result from the following:

   a. Approval of construction of the Facilities.
   b. The construction and placement of the Facilities;
   c. The operation of the Facilities;
   d. The maintenance or lack of maintenance of the Facilities; and
   e. The existence of the Facilities.

6. The Landowners shall remove and relocate the Facilities, and shall pay any costs necessitated as a result of such removal and relocation, if it is determined by the County that, in the reconstruction or widening of Sharon Road, that the Facilities must be moved, relocated, or removed.

7. The Landowners shall remove and relocate the Facilities, and shall pay any costs necessitated as a result of such removal and relocation, if a regulated public utility requests or requires placement of the utility's facilities within the County right-of-way in the same area that the Landowners place their Facilities.

8. The Landowners shall carry public liability insurance in the amounts as follows:

   a. Comprehensive General Liability Insurance, including Contractual Liability Insurance, with minimum limits of $1,000,000 for bodily injury and $1,000,000 for property damage per occurrence. The County shall be endorsed as an additional insured and will include a Severability of Interest clause in favor of the County.

   b. Within two (2) business days of all accidents or occurrences resulting in injury to the Landowners' contractors or third parties, or damage to property of the County or another, the Landowners shall furnish the County with a copy of all reports prepared for the submission to the Landowners' insurance company.

   c. The Landowners represent that: (1) all policies of insurance required hereunder shall by appropriate endorsement, or otherwise, provide for attempted thirty (30)

days prior written notice of cancellation or modification to the County, and (2) the Contractual Liability Insurance shall by appropriate endorsement, or otherwise specifically insure the terms and provisions as expressed in this Agreement.

The Landowners' insurance coverage must have a certificate of authority issued by the Indiana Department of Insurance, and any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Landowner.

The Landowners shall defend, indemnify, and hold harmless the County to the full extent of any coverage actually secured by the Landowner in excess of the minimum requirements set forth above. The duty to indemnify the County under this Agreement shall not be limited by the insurance required in this Agreement. Failure by the Landowners to provide insurance as required in this Agreement may be deemed a material breach of contract. The Landowners shall furnish certificates of insurance and all endorsements to the County and Newburgh before the commencement of this Agreement.

9. This Agreement shall run with the land and inure to and be binding upon successors in title of the Landowners and may be recorded in the Office of the Recorder of Warrick County Recorder, the cost of which shall be borne by the Landowners.

10. The Landowners shall not assign, transfer, pledge, or grant any security interest in, or otherwise dispose of, this Agreement or any interest in this Agreement without first obtaining the written consent of Newburgh and the County. Subject to the foregoing, this Agreement shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

11. General Provisions.

A. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between Newburgh, the County, and the Landowners. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth. The recitals set forth above shall be incorporated herein by reference. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

B. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

C. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this

Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

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

E. Governing Law and Jurisdiction. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in the state court of Warrick County, Indiana, or in the United States District Court for the Southern District of Indiana, Evansville, Indiana Division.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 2019.

Rod Hamby, Managing Member
"Landowner"

BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

By: _____
Dan Saylor, President

By: _____
Robert D. Johnson, Jr., Vice President

By: _____
Terry J. Philippe, Member

Attest:

Debbie Stevens, Auditor
Warrick County, Indiana

"County"

TOWN OF NEWBURGH

By: _____
William Kavannaugh, President

Attest:

Nannette Angel, City-Treasurer of Town
Of Newburgh, Indiana

"Newburgh"

STATE OF INDIANA)
COUNTY OF WARRICK) ss:

Before me, the undersigned Notary Public in and for said County and State, personally appeared, Rod Hamby, who acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this 29th day of August, 2019.

Signature of Notary Public

Russell Wayne Doss
Printed Name of Notary Public

My Commission Expires:
May 22, 2019

My County of Residence:
Howell County, Missouri

RUSSELL WAYNE DOSS
Notary Public - Notary Seal
State of Missouri, Howell County
Commission # 15053088
My Commission Expires May 22, 2019

6

STATE OF INDIANA)
COUNTY OF WARRICK) ss:

Before me, the undersigned Notary Public in and for said County and State, personally appeared, William Kavanaugh, President of the Town Council of the Town of Newburgh, and Nannette Angel, Clerk-Treasurer of the Town of Newburgh, who acknowledged the execution and attestation of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this 26th day of July, 2019.

CHRISTY LYNN POWELL
Notary Public, State of Indiana
Warrick County
Commission Number: 0635169
My Commission Expires
May 05, 2020

Signature of Notary Public

Christy Lynn Powell
Printed Name of Notary Public

My Commission Expires:
5-6-2020

My County of Residence:
Warrick County, Indiana

7

STATE OF INDIANA)
COUNTY OF WARRICK) ss:

Before me, the undersigned Notary Public in and for said County and State, personally appeared, the Board of Commissioners of Warrick County, Dan Saylor, Robert H. Johnson, Jr., and Terry J. Phillippe, and the Warrick County Auditor, Debbie Stevens, all of who acknowledged the execution and attestation of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this 20 day of July, 2019.

OFFICIAL SEAL
SUSAN B. TAYLOR
NOTARY PUBLIC - INDIANA
WARRICK COUNTY #609430
My Comm. Expires April 19, 2026

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires:

My County of Residence:

County, Indiana

8

Location ID: _____

Exhibit D
Participation Agreement

This Participation Agreement (the "Participation Agreement") is entered into this 12th day of August, 2019, by and between AT&T Mobility National Accounts LLC ("AT&T") and Warrick County, IN ("Participant"). Gov't., by and through its Board of Commissioners

1. **Recitals.**

1.1 AT&T and the State of Indiana ("Customer"), entered into that certain AT&T Corporate Digital Advantage Agreement dated March 7, 2012 (the "Agreement").

1.2 Participant is a Participating Entity under the Agreement that wants to obtain Service from AT&T in connection with the Agreement.

1.3 In order to participate in the Agreement, Customer requires Participant to enter into this Participation Agreement.

2. **Agreement.** In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, AT&T and Participant hereby agree to the terms and conditions of this Participation Agreement. Unless otherwise defined, capitalized terms in this Participation Agreement have the meanings ascribed to them in the Agreement.

3. **Incorporation of Agreement.** AT&T and Participant agree that all the terms and conditions of the Agreement are incorporated herein by this reference. Participant further agrees that it has reviewed and understood the terms and conditions of the Agreement. In the event of any conflict between this Participation Agreement and the Agreement, the Agreement shall control.

4. **Adoption of Agreement.** Participant acknowledges and agrees that it is participating under the Agreement and that Customer and/or AT&T may modify the Agreement at any time. Participant agrees to all the terms and conditions set forth in the Agreement as so modified, and hereby consents to, agrees to be bound by, and waives notice of any extensions, deletions or other modifications of the terms and conditions of the Agreement agreed upon by Customer and AT&T (including, without limitation, any extension of the initial term, any addition of new products, services or programs, or any deletions or modifications of program benefits). Participant further acknowledges and agrees that all terms, conditions, rights and remedies under the Agreement are fully enforceable against Participant as if Participant were the Customer (including, without limitation, any requirements regarding CRU Terms and any obligation to pay Cancellation Fee(s)); provided, however, that (a) Participant has no right to set, modify or retain any portion of the Service Discount; (b) Participant has no right to terminate the Agreement or any other Participating Entity's Participation Agreement; (c) Participant has no right to any notices under the Agreement; and (d) any and all other rights and remedies available to Participant as "Customer" hereunder will be applicable to Participant only with respect to this Participation Agreement.

5. **Service.** AT&T agrees to provide Service to Participant pursuant to the terms and conditions of the Agreement. By signing this Participation Agreement, Participant acknowledges and agrees that it is liable for all charges incurred hereunder by Participant and its CRUs. Participant may receive Service under the Participation Agreement as CRUs only

6. **Term.** This Participation Agreement will commence on the date first written above and will be coterminous with the Agreement.

7. **Representations and Warranties.** Participant hereby represents and warrants that: (a) it meets, and will continue to meet throughout the term of this Participation Agreement definition of "Participating Entity" as set forth in the Program Description; and (b) all of Participant's CRUs are Participant's current Employees. Participant hereby expressly agrees to notify AT&T within ten (10) days if it no longer meets the definition of Participating Entity hereunder.

8. **Creditworthiness.** Participant agrees that AT&T shall have the right, prior to accepting a Participation Agreement from Participant, to confirm Participant's creditworthiness based upon AT&T's credit policies. Participant acknowledges and agrees that AT&T may require Participant to tender a deposit if AT&T determines, in its reasonable judgment and based upon AT&T's internal credit policies, that Participant is not creditworthy, and AT&T may apply such deposit to any charges owed AT&T.

9. **Default and Termination of Participation Agreement.**

9.1 **Participant Default; Termination by AT&T.** Participant agrees that it will be an event of default hereunder if: (a) Participant no longer meets the definition of Participating Entity under the Agreement or otherwise fails to perform or comply with any term or condition of the Agreement; or (b) Customer is in default under the Agreement.

9.2 **Notice and Opportunity to Cure.** In the event of a default under §9.1(a) above, Participant will have the notice and cure rights set forth in the General Terms and Conditions. In the event of a default under §9.1(b) above, Participant will not have any notice or cure rights, and AT&T will have the right to terminate the Participation Agreement immediately.

9.3 **Charges and Remedies.** Upon termination pursuant to §9.1 herein, AT&T may seek any remedies available at law or in equity, and Participant will pay to AT&T all amounts incurred hereunder as of the termination date.

9. **Address for Notices.** All notices, requests, demands and other communications to Participant required or permitted under this Participation Agreement shall be provided to the address set forth below:

Name: Roger E. Emmons

Title: Warrick County Administrator

Address: 107 W. Locust Street, Suite 301

City, State, Zip: Boonville, IN 47601

Phone: 812-897-6120 FAX: 812-897-6189

E-mail: roger@warrickcounty.gov

Tax ID: (Federal Tax ID #) 35-6000210

10. **Consent to Disclosure.** Participant consents to the disclosure by AT&T to Customer of information regarding the number of Participant's CRUs who are receiving Service under this Participation Agreement, the amount of revenue received by AT&T as a result of Participant's participation under the Agreement, and such similar information arising in connection with the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement as of the date first written above.

AT&T MOBILITY NATIONAL ACCOUNTS LLC	Participant Name: Warrick County, IN Gov't., by its Board of Commissioners
By: _____	By: (Signature) _____
Name: _____	Name: (Print) Dan Saylor
Title: _____	Title: President
Date: _____	Date: August 12, 2019

AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT

This Amendment to Administrative Services Agreement (this "Amendment") dated as of **August 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. **FEE SCHEDULE**

A. The Administrative Fees set forth under Section 1 of the Fee Schedule are hereby amended to include the following new Administrative Fees commencing as of **July 1, 2019** through **December 31, 2020:**

Administrative Services	Per Employee Per Month
- **Medical Administration** - **Utilization Management** - **Case Management** - **COBRA Administration (plus 2% of collected premium in addition to PEPM fee set forth)** - **Aetna Choice® POS II Network Access** - **State Reporting and Remittance** - **Wellness Credits** - **Telemedicine◊ ***** - **Preadmission Counseling** - **Post Discharge Counseling** - **Summary of Benefits and Coverage ("SBC")**	**$30.40**

Administrative Service	Fee	Frequency of Occurrence
Pharmacy Benefits Manager ("PBM") Coordination Fee	**$1.40**	**Per Employee Per Month**
Pharmacy Out-of-Pocket Accumulator Integration Fee	**$0.85**	**Per Employee Per Month**

†**Selected PPN:** Aetna Choice Point of Service II

◊This pricing for Telemedicine may increase anytime during the Term due to a price increase by the Telemedicine Vendor. If such fee increase occurs, Meritain will notify the Client in writing of the pricing increase. If the Client does not desire to accept such new proposed fees, the Client shall have the ability to terminate the Telemedicine Services upon written notice to Meritain.

***Pricing for Telemedicine for a QHDHP with Health Savings Account. With respect to a QHDHP with Health Savings Account, the Participant is responsible to pay the consult fee or Claim for Telemedicine services until such Participant's deductible is satisfied

II. **PHARMACY BENEFITS MANAGEMENT SCHEDULE**

The Agreement is hereby amended by the deletion of the Pharmacy Benefit Management Services Schedule in its entirety and not replaced.

III. **DISCLOSURES EXHIBIT**

The Agreement is hereby amended by the deletion of the Disclosures Exhibit in its entirety and is replaced with the following new Disclosures Exhibit attached hereto and incorporated herein.

IV. **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.	WARRICK COUNTY GOVERNMENT EMPLOYEES
Name: Margie Mann	Name: Dan Saylor
Title: Regional President	Title: President, Warrick Co. Commissioners
Date: 07/23/2019	Date: 08/01/2019

MMYY – Client Name – Renewal 2 of 2 v102017

The Meritain Amendments are located in their entirety on File in the Auditor's Office.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 6

To (Owner): Warrick County	Application Period: 06/01/19 - 06/30/19	Application Date: 7/5/2019	
Project: Boonville Downtown Plaza	From (Contractor): JBI Construction, Inc.	Via (Engineer): Midwestern Engineers, Inc.	
Owner's Contract No.:	Contract:		
	Contractor's Project No.: 11861	Engineer's Project No.: 2018012-01	

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		$6,130.00
2		$177,947.50
3		$55,701.50
TOTALS		$239,779.00
NET CHANGE BY CHANGE ORDERS	-$239,779.00	

1. ORIGINAL CONTRACT PRICE	$	5692,759.60
2. Net change by Change Orders	$	-$239,779.00
3. Current Contract Price (Line 1 ± 2)	$	3453,980.60
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	3417,563.52
5. RETAINAGE:		
a. X 10% Work Completed	$	341,756.35
b. X Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	341,756.35
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	3375,807.17
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	3370,775.12
8. AMOUNT DUE THIS APPLICATION	$	5,032.05
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	382,582.48

Contractor's Certification

The undersigned Contractor certifies, to the best of its 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 Payments;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment 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 Liens, security interest, or encumbrances); 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 Moore Date: 7/5/2019

Payment of: $ Five Thousand Thirty-Two Dollars and Five Cents
(Line 8 or other - attach explanation of the other amount)
is recommended by: Clint W. [illegible] 7/19/19
(Engineer) (Date)

Payment of: $ Five Thousand Thirty-Two Dollars and Five Cents
(Line 8 or other - attach explanation of the other amount)
is approved by: X Dan Saylor 8-12-19
(Owner) (Date)

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

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

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

For (Contract): Boonville Downtown Plaza		Application Number: 6	
Application Period: 06/01/19 - 06/30/19		Application Date: 7/5/2019	

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 Q)	Total Completed and Stored to Date (D+E)	% (F/B)	Balance to Finish (B - F)
003	Clearing Right of Way	6.10	ls	$125,000.00	$12,250.00		$6,250.00		$6,250.00	50.00%	$6,250.00
004	Temporary Silt Fence	1,070.00	lft	$2.00	$2,140.00						$2,140.00
007	Concrete Wall, Remove	1,009.00	lft	$22.00	$22,198.00		$22,198.00		$22,198.00	100.00%	
010	Integrate Treatment, Type II	737.00	sys	$32.00	$23,584.00		$23,584.00		$23,584.00	100.00%	
013	Sidewalk, Concrete	737.00	sys	$48.00	$35,376.00		$35,376.00		$35,376.00	100.00%	
014	Curb Ramp, Concrete	52.00	sys	$130.00	$6,760.00	1.95	$6,760.00		$6,760.00	100.00%	
015	Detectable Warning Surfaces	38.00	sys	$165.00	$3,300.00						$3,300.00
017	Curb & Gutter, Concrete, Modified	49.00	lft	$32.00	$1,568.00		$1,568.00		$1,568.00	100.00%	
018	PCCP for Approaches, 9"	37.77	sys	$95.00	$3,588.15		$3,588.15		$3,588.15	100.00%	
019	Wall	1,070.00	lft	$185.00	$197,950.00		$194,712.50		$194,712.50	98.36%	$3,237.50
022	Surface Seal	1,500.00	sys	$3.00	$3,000.00	763.33	$3,000.00		$3,000.00	100.00%	
025	Pipe, Type 4, Corrugated, 4"	1,170.00	lft	$16.00	$18,720.00		$17,720.00		$17,720.00	94.65%	$1,000.00
026	Maintaining Traffic	0.348	dol	$119,000.00	$40,620.00	3,811.00	$18,233.34		$18,233.34	44.89%	$22,386.66
029	Bollard	3.00	ea	$1,200.00	$3,600.00						$3,600.00
036	Curb & Gutter, A, Concrete	613.00	lft	$28.00	$17,164.00		$17,164.00		$17,164.00	100.00%	
037	Architectural Surface Treatment	1,605.00	sft	$19.50	$31,297.50		$30,785.63		$30,785.63	98.36%	$511.87
	Totals				$488,389.65		$417,668.63		$417,563.52	91.09%	$48,826.13

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

PARTIAL ACCEPTANCE CERTIFICATE

(The parties agree and acknowledge that the substance of this Partial Acceptance Certificate shall be used to signify the Owner's periodic Acceptance of designated portions of the Project.)

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630

Re: Guaranteed Energy Savings Performance Contract, dated as of May 14, 2018 (the "Agreement"), between Energy Systems Group, LLC (the "Contractor") and Warrick County, Indiana (the "Owner").

Ladies and Gentleman:

In accordance with the Agreement, Owner hereby certifies and represents to, and agrees with, Energy Systems Group, LLC as follows:

The ECM (or ECMs), Facility (or Facilities), as the case may be, (as defined in the Agreement) have been delivered, installed, and accepted as of August 12th, 2019 (the "Acceptance Date").

Owner has conducted such inspection and/or testing of the ECM (or ECMs), Facility, as the case may be, as it deems necessary and appropriate and hereby acknowledges that it accepts the ECM (or ECMs), Facility, as the case may be, for all purposes.

No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Sincerely,

WARRICK COUNTY, INDIANA

By: Dan Saylor

Its: President, Board of Commissioners

Date: August 12, 2019

0201175.18.C00 – Warrick Co Courthouse

ESG energy systems group

INVOICE

Invoice No: 99000562
Invoice Date: 08/06/2019
Job No: 0201175.18.C00
Terms: Net 30 Days

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

Balance Due
$47,281.85

Description	Total
Warrick County Courthouse - Payment Application #9 Guaranteed Energy Savings Performance Contract - Contract Dated May 14, 2018	$49,691.42

Sub-Total	$49,691.42
5% Retainage	($2,409.57)
Balance Due:	**$47,281.85**

Net 30 Days

Remit Information:

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

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

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

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

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

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

APPLICATION NUMBER: 9
APPLICATION DATE: August 6, 2019
PERIOD TO: July 31, 2019
ESG JOB NUMBER 0201175.18.C00

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

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

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

Please Remit To

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

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

CONTRACT FOR:

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

1. ORIGINAL CONTRACT SUM		$6,143,876.00
2. Net change by Change Orders		$214,055.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$6,357,931.00
4. TOTAL COMPLETED & STORED TO DATE		$6,357,931.00
5. RETAINAGE: a. 5% of Total Completed & Stored To Date (Column I of G703)	$ 317,821.56	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$6,040,109.44
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$5,992,827.59
8. CURRENT PAYMENT DUE		$47,281.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$317,821.56	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	214,055.00	
Total approved this Month		
TOTALS	214,055.00	
NET CHANGES by Change Order	214,055.00	

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

CONTRACTOR:
By: Drew Bailey, Vice President Date: 8/6/2019
State of: Indiana
County of: Warrick
Subscribed and sworn to before me this 6th day of August, 2019
Notary Public: Rachel Diane Petersen
My Commission expires: June 27, 2026

Owner Approval:
Dan Saylor 8-12-19
Dan Saylor
Warrick County Commissioners Office

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

G702-1992

CONTINUATION SHEET Based on AIA DOCUMENT G703

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

APPLICATION NUMBER: 9
APPLICATION DATE: 8/6/2019
PERIOD TO: 7/31/2019
ESG JOB NUMBER: 0201175.18.C00

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE 5%
1	Engineering & Mobilization	1,535,594.00	1,535,594.00	-		1,535,594.00	100.00%	-	76,779.70
2	Courthouse Electrical Upgrades	753,818.36	753,818.36	-		753,818.36	100.00%	-	37,690.92
3	Courthouse Judicial Center Lighting	225,885.53	225,885.53	-		225,885.53	100.00%	-	11,294.28
4	Courthouse and Judicial Center HVAC Upgrades	2,010,465.41	2,010,465.41	-		2,010,465.41	100.00%	-	100,523.27
5	Courthouse Restroom and Plumbing Upgrades	295,094.05	295,094.05	-		295,094.05	100.00%	-	14,754.70
6	Courthouse Exterior Improvements	669,570.95	656,179.53	13,391.42		669,570.95	100.00%	-	33,478.55
7	Courthouse Interior Improvements	653,447.70	653,447.70	-		653,447.70	100.00%	-	32,672.39
CO 1	Change Order #1	177,755.00	177,755.00	-		177,755.00	100.00%	-	8,887.75
CO 2	Change Order #2	36,300.00	0.00	36,300.00		36,300.00	100.00%	-	1,739.99
	PROJECT TOTALS	6,357,931.00	6,308,239.58	49,691.42	0.00	6,357,931.00	100.00%	0.00	317,821.56

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

EXHIBIT B-1
LIEN RELEASE AND WAIVER FOR PROGRESS PAYMENT

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

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

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

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

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

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

5. The undersigned warrants that upon receipt of $47,281.85, the underlying payments will be made with (7) seven days to all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated into the project and any lien or bond claimant relating to the undersigned's work and that none of such laborers, subcontractors, suppliers, or materialmen, or claimants has any claim, demand, or lien against the project. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

6. No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed in the project.

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

IN WITNESS WHEREOF, this Lien Release and Waiver for Progress Payment has been executed on this 6th day of August 2019.

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

STATE OF Indiana)
COUNTY OF Warrick) SS:

SUBSCRIBED and sworn to before me, a Notary Public, in and for this County and State, this 6th day of August, 2019.

(Notary Public)

Rachel Diane Peterson
(Printed Name)

County of Residence: Vanderburgh

My Commission Expires: June 27, 2026

RACHEL DIANE PETERSON
Notary Public, State of Indiana
Vanderburgh County
Commission Number 671815
My Commission Expires
June 27, 2026

B-1

CMK Real Estate

MEMORANDUM

TO: Warrick County Board of Commissioners

THRU: Kevin Hetrick,
Project Manager
Clark Dietz, Inc.

THRU: Wm. Todd Clift
LPA Acquisition Manager,
INDOT Real Estate Division

RW AGENT: Michael Kuehl, CMK Real Estate

DATE: 8/6/2019

SUBJECT: *Recommendation for Administrative Settlement*

Project: R-37940
Road: Bell Road
County: Warrick
Parcel: 6 & 6B
Owner(s): Larry E. & Patricia A. Wilder Trust

The County's fair market value determination of $95,200.00 for 0.909 acres of permanent right-of-way, 2.232 acres of a perpetual easement, land improvements and cost-to-cure items was offered to the owner(s). They rejected this offer stating that tthey should have an additional $42,100.00. The Owners rejected the offer as they were not satisfied with the appraised value and provided a comparable sale from a 1.185 acre lot adjacent to their property that sold for $59,000 in March 2019. The owners noted that the sale of the adjacent property sold for $49,789 per acre and that the lot is inferior to their property as it doesn't have legal access and is lower in elevation. The owners also added "The County's Appraisal notes five property comparisons that range from about 10–55 acres and the County is only asking for about three acres, which is much closer to the 1.185 lot that sold in March....Using that parcel as a baseline at $49,789 per acre, we feel that $47,300 per acre would be fair..." Based on the $47,300 price per acre, the Owners are requesting a total offer of $137,300. The Owners also requested that the County agree to a compensation agreement for the large bald cypress tree just outside the right of way in case the tree dies as a result of the project within the next 3 years with the cost of the tree to be determined by a certified arborist.

The Warrick County Commissioners asked Brian Woods, review appraiser, to evaluated the owners counter offer. Mr. Woods noted that "value analysis is performed on the basis of the whole property, meaning it is the value of the part acquired as it contributes to the whole property, not simply valuing the part acquired separate from the remainder of the property. " However, "Theoretically speaking, the consideration of the sale would require, at minimum, a size adjustment considering the differences in size between the two sale properties and economies of scale. The sale property sold in March 2019 for $59,000 or $49,789/AC. Applying a 15% size adjustment equals a negative adjustment for differences in size of $7,468/AC, resulting an indicated unit value of $42,321/AC, rounded to $42,500/AC for the subject property." Applying Mr. Woods adjusted price per acre would increase the total offer to $123,800.00.

Furthermore, this is the last parcel on the project to be secured. If this parcel is not secured through negotiation and proceeds to condemnation, it would delay the project at least 6 months and would increase project costs by $70,000. Therefore, based on this information as well as the data provided by Mr. Woods and the potential costs to the County for the loss of the Owners bald cypress tree we are recommending an increase in the offer amount of $39,800 for a total offer amount of $135,000.

Warrick County is required to make every reasonable effort to acquire real property expeditiously by agreements with owners, and to avoid litigation and relieve congestion in the courts. Reasonable efforts to negotiate an agreement *at the appraised amount* have failed. The property owner has submitted documentation supporting an additional $39,800.00 for a total payment of $135,000.00 which is an increase of 42% over the appraised amount.

55 East Greyhound Pass | Carmel, IN 46032 | 317.775.4601 | mjkuehl@cmkres.com

In the interest of expediting the acquisition and controlling costs, the Warrick County Board of Commissioner has determined that an administrative settlement is reasonable, prudent, and in the public interest.

In condemnation it takes the County an average of 790 days to acquire legal title to property. The County also pays greater costs in condemnation, on average, including: acquisition prices of 312% over the County's original appraised values; fees of $5,775 for Court Appraisers; and if litigation is unresolved, minimum litigation costs of $19,675. Should the County not be successful at trial, $25,000 in attorneys' fees and 8% interest may also need to be paid to the property owner.

THIS RECOMMENDATION APPROVED:

Dan Saylor, President
Warrick County Board of Commissioners

Robert H. Johnson, Jr., Vice President
Warrick County Board of Commissioners

Terry J Phillippe, Member
Warrick County Board of Commissioners

8-12-19

Administrative Settlement Memo
REVISED 11/2018

55 East Greyhound Pass | Carmel, IN 46032 | 317.775.4601 | mjkuehl@cmkres.com

UNIFORM PROPERTY OR EASEMENT ACQUISITION OFFER

Date: August 12, 2019

PROJECT: #1401384
CODE: N/A PARCEL: 6, 6A & 6B
ROAD: Bell Road
COUNTY: Warrick

TO: Patricia A. Wilder (Life Estate)
8455 Kingston Drive
Newburgh, IN 47630

Glenn A. Kroeger
8455 Kingston Drive
Newburgh, IN 47630

TO: Roger L. Koeger
8455 Kingston Drive
Newburgh, IN 47630

Nancy M. Ripani
8455 Kingston Drive
Newburgh, IN 47630

Warrick County, acting by and through the Warrick County Commissioners, is authorized by Indiana law to obtain your property or an easement across your property, for certain public purposes. The Warrick County Commissioners need your property and an easement across your property for a public highway improvement known as Bell Road and needs to take the property and easement as described on the attached legal description.

It is our opinion that the fair market value of the property and easement we want to acquire from you is $95,200.00, and, therefore, the Warrick County Commissioners offers you $95,200.00 for the above described property and easement. You have thirty (30) days from this date to accept or reject this offer. If you accept this offer, you may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the deed, grant or easement, and provided there are no difficulties in clearing liens or other problems with title to the land. Possession will be required thirty (30) days after you have received your payment in full.

Furthermore, the Warrick County Commissioners agree to the following provisions:

1. The parcel located at 3188 Bell Road will remain zoned as Agricultural until a change of use is proposed by the Owner.
2. If the parcel located at 3188 Bell Road is developed for residential use, the County will not require an additional detention pond to be built.
3. The County agrees to add riprap to the slopes of the proposed detention pond, to maintain and mow the area around the pond and to build the pond to a 10' depth.

Uniform Offer
REVISED 09/2017

Page 2

Project: DES # 1401384 Parcel: 6, 6A & 6B

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. By law, the Warrick County Commissioners is required to make a good faith effort to purchase your property and an easement across your property.
2. You do not have to accept this offer and the Warrick County Commissioners is not required to agree to your demands.
3. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of your property and an easement across your property, the Warrick County Commissioners has the right to file suit to condemn, and acquire the property and easement in the county in which the real estate is located.
4. You have the right to seek advice of an attorney, real estate appraiser, or any other person of your choice on this matter.
5. You may object to the public purpose and necessity of this project.
6. If the Warrick County Commissioners file a suit to condemn and acquire your property and an easement across your property and the court grants its request to condemn, the court will then appoint three (3) appraisers who will make an independent appraisal of your property and an easement across your property to be acquired.
7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for your property and an easement across your property condemned.
8. If the court appraisers' report is not accepted by either of us, then the Warrick County Commissioners have the legal option of depositing the amount of the court appraisers' evaluation with the court. And if such a deposit is made with the court, the Warrick County Commissioners are legally entitled to immediate possession of your property and an easement across your property. You may, subject to the approval of the court, make withdrawals from the amount deposited with court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.

Uniform Offer
REVISED 09/2017

Page 3

Project: DES # 1401384 Parcel: 6, 6A & 6B

9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the property or easement. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in the notice.

If you have any questions concerning this matter, you may contact us at:

ATTN:
Michael Kuehl
Vice President
CMK Real Estate Services
55 E. Greyhound Pass
Carmel, IN 46032

Phone: 317-775-4601
Email: mjkuehl@cmkres.com

This offer was made to owner(s):

Patricia A. Wilder	of	Warrick County	on	8/12/19	(Date)
Glenn A. Kroeger	of	Warrick County	on	8/12/19	(Date)
Roger L. Kroeger	of	Warrick County	on	8/12/19	(Date)
Nancy M. Ripani	of		on	8/12/19	(Date)

BY: _____
(Signature)
Michael Kuehl
Vice President
Agent of: The Warrick County Commissioners

Dan Saylor, President
Warrick County Board of Commissioners

Robert H. Johnson, Jr., Vice President
Warrick County Board of Commissioners

Terry J. Phillippe, Member
Warrick County Board of Commissioners
8-12-19

Uniform Offer
REVISED 09/2017

Page 4

Project: DES # 1401384 Parcel: 6, 6A & 6B

If you decide to accept the offer of $95,200.00 made by the Warrick County Commissioners, sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

ACCEPTANCE OF OFFER

We, Patricia A. Wilder (Life Estate Only), Glenn A. Kroeger, Roger L. Kroeger & Nancy M. Ripani, owner(s) of the above described property or interest in property, hereby accept the offer of $95,200.00 made by the Warrick County Commissioners on this _____ day of _____, 2019.

Original Offer	$95,200.00
Admin Settlmt	$39,800.00
Total Amount	$135,000.00

_____
Patricia A. Wilder (Life Estate Only)

_____
Glenn A. Kroeger

_____
Roger L. Kroeger

_____
Nancy M. Ripani

_____

NOTARY'S CERTIFICATE

STATE OF: _____;
COUNTY OF _____; SS:
Subscribed and sworn to before me this _____ day of _____, _____.
Signature _____
Printed Name _____
My Commission expires _____
I am a resident of _____ County.

Uniform Offer
REVISED 09/2017

2019R-006780
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
08/14/2019 01:51 PM
REC FEE: 0.00

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 1 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

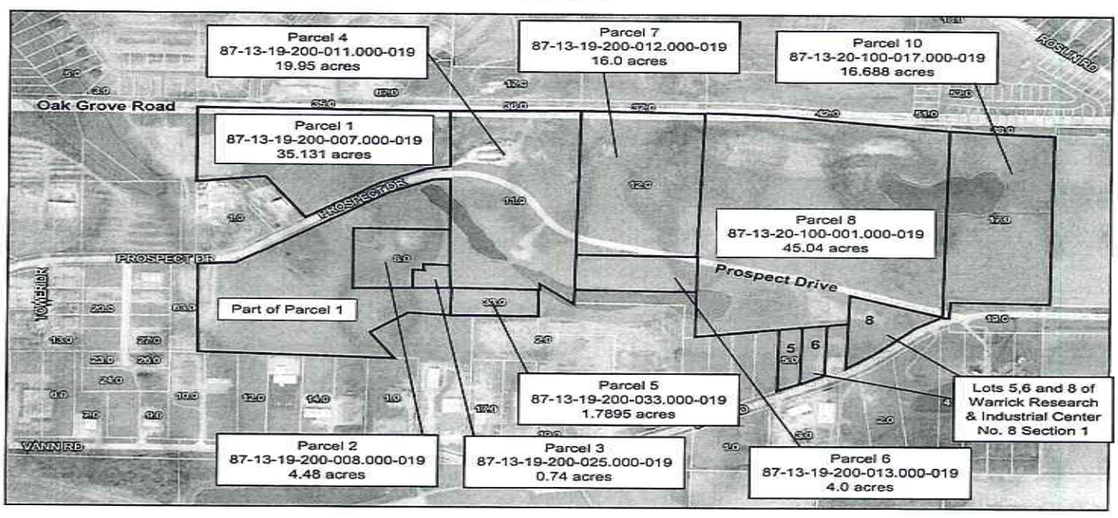
By: Danny Uhlenhak

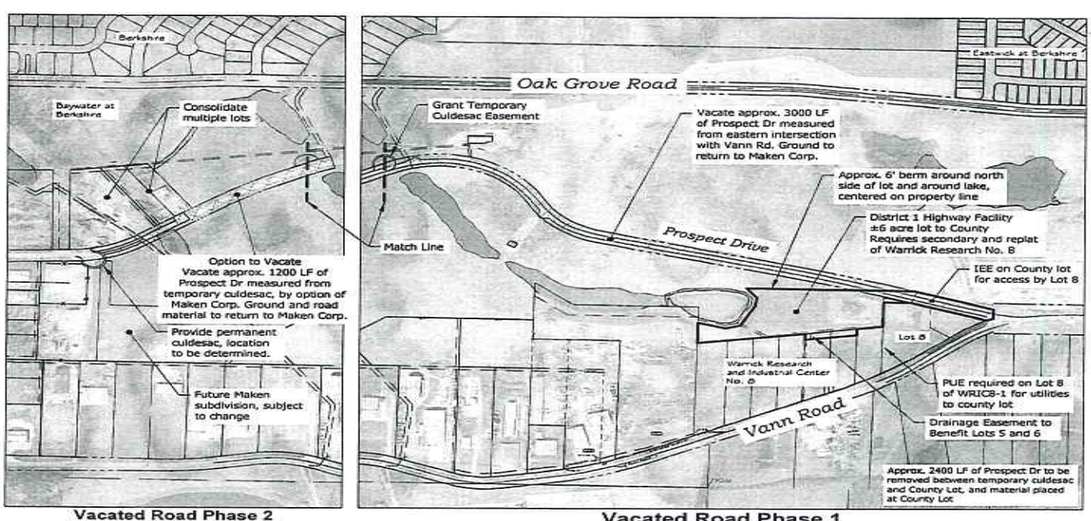
Printed: DANNY UHLENHAK

Its: PRESIDENT

s

Exhibit A





Vacated Road Phase 2 (Future)

Vacated Road Phase 1

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

4800 Rosebud Ln.
Newburgh, IN 47630
812.464.9555 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	

Warrick County Claims for Payment

	Payee Name 1	Fund	Fund Desc	Acct Desc	Loc	Loc Desc		Amount
7/18/2019	Swish LLC	4818	Escrow/Retainer Account	Current Drive C-17-019	0000	No Department	$	34,400.00
7/18/2019	Swish LLC	4818	Escrow/Retainer Account	Allen Med Streets & Drains	0000	No Department	$	35,739.00
7/24/2019	Meritain Health	5001	Insurance	Employee Premiums	0000	No Department	$	38,382.95
7/24/2019	Meritain Health	5001	Insurance	Employee POS Premium	0000	No Department	$	4,249.81
7/31/2019	Mutual Of Omaha	5001	Insurance	Life Ins Premiums	0000	No Department	$	2,222.00
7/31/2019	Allstate Insurance Co	5200	PR Withholding-Insurance	Private Pay Mutual	0000	No Department	$	520.75
7/24/2019	Health Resources Incorporated	5200	PR Withholding-Insurance	Dental Insurance	0000	No Department	$	8,378.44
7/24/2019	Meritain Health	5001	Insurance	Retiree Premiums	0000	No Department	$	3,266.11
7/25/2019	Unifirst Corporation	5251	Uniforms	Payroll Withholding	0000	No Department	$	37.98
7/25/2019	Unifirst Corporation	5251	Uniforms	Payroll Withholding	0000	No Department	$	37.98
7/24/2019	Meritain Health	5001	Insurance	Medical Admin Fees	0000	No Department	$	8,984.20
7/18/2019	Aflac Premium Holding	5200	PR Withholding-Insurance	AFLAC	0000	No Department	$	3,863.73
7/24/2019	Meritain Health	5001	Insurance	Solid Waste Medical Premiums	0000	No Department	$	1,971.72
7/31/2019	Mutual Of Omaha	5001	Insurance	Solid Waste Other Ins	0000	No Department	$	224.83
7/24/2019	Meritain Health	5001	Insurance	Excess Loss Plan/Plan Liab	0000	No Department	$	1,648.32
7/31/2019	Mutual Of Omaha	5200	PR Withholding-Insurance	Mutual of Omaha	0000	No Department	$	1,396.77
8/13/2019	Hazelton Publishing	9200	Recovery Resources	Think For A Change Facilities	0000	No Department	$	927.16
7/24/2019	Treasurer Of State	1000	General	Judge	0201	Superior Court #1	$	1,250.00
7/24/2019	Treasurer Of State	1000	General	Judge	0202	Superior Court #2	$	1,250.00
7/24/2019	Treasurer Of State	1000	General	Judge	0232	Circuit Court	$	1,250.00
7/24/2019	Treasurer Of State	1000	General	FICA	0068	County Commissioners	$	288.69
7/24/2019	Indiana Dept. Of Workforce Dev	1000	General	Unemployment	0000	No Department	$	815.93
7/24/2019	Indiana Dept. Of Workforce Dev	1118	LIT Economic Development	Unemployment	0000	No Department	$	18.31
7/24/2019	Indiana Dept. Of Workforce Dev	1141	Cumulative Drainage	Unemployment	0000	No Department	$	13.39
7/24/2019	Indiana Dept. Of Workforce Dev	1159	Health	Unemployment	0000	No Department	$	76.64
7/24/2019	Indiana Dept. Of Workforce Dev	1168	Local Health Maintenance	Unemployment	0000	No Department	$	32.01
7/24/2019	Indiana Dept. Of Workforce Dev	1176	Motor Vehicle Highway	Unemployment	0533	General & Unallocated Expenses	$	31.27
7/24/2019	Indiana Dept. Of Workforce Dev	1189	Recorder Records Perpetuation	Unemployment	0000	No Department	$	19.44
7/24/2019	Indiana Dept. Of Workforce Dev	1197	Storm Water Management Oper	Unemployment	0000	No Department	$	1.50
7/24/2019	Indiana Dept. Of Workforce Dev	1215	Election And Registration	Unemployment	0000	No Department	$	21.43
7/24/2019	Indiana Dept. Of Workforce Dev	1219	Park & Recreation	Unemployment	0000	No Department	$	155.99
7/24/2019	Indiana Dept. Of Workforce Dev	1224	Reassessment	Unemployment	0000	No Department	$	8.55
7/24/2019	Indiana Dept. Of Workforce Dev	4901	WCCC Program Income	Unemployment	0000	No Department	$	3.56
7/24/2019	Indiana Dept. Of Workforce Dev	4908	Building Commission	Unemployment	0000	No Department	$	24.41
7/24/2019	Indiana Dept. Of Workforce Dev	8075	Warrick County Victim's Assist	Unemployment	0000	No Department	$	3.35
7/24/2019	Indiana Dept. Of Workforce Dev	9210	DCCC Adult Comm Based Supervis	Unemployment	0000	No Department	$	11.34
7/24/2019	Indiana Dept. Of Workforce Dev	9211	WCCC Adult Comm Based Supervis	Unemployment	0000	No Department	$	6.65
7/25/2019	Morris Doll	1141	Cumulative Drainage	Attorney	0000	No Department	$	100.00
8/13/2019	KEY PATHOLOGY, INC.	1000	General	Autopsies	0007	County Coroner	$	2,000.00
8/13/2019	KEY PATHOLOGY, INC.	1000	General	Autopsies	0007	County Coroner	$	2,000.00
7/25/2019	Darla Horn	1000	General	Per Diem	0079	Plan Commission	$	50.00
7/25/2019	Jeffrey L Vallant	1000	General	Per Diem	0079	Plan Commission	$	50.00
7/25/2019	Jeff Willis	1000	General	Per Diem	0079	Plan Commission	$	50.00
7/25/2019	Keller, Paul	1000	General	Per Diem	0079	Plan Commission	$	50.00
7/25/2019	Mike Winge	1000	General	Per Diem	0079	Plan Commission	$	50.00
7/25/2019	Michael Moeller	1000	General	Per Diem	0079	Plan Commission	$	50.00
7/25/2019	Terry W. Dayvolt	1000	General	Per Diem	0079	Plan Commission	$	50.00
7/18/2019	U.S. Bank	1000	General	General Supplies	0001	Clerk Of Circuit Court	$	152.28
7/18/2019	Indiana Auditors' Assoc	1000	General	General Supplies	0002	County Auditor	$	7.00
7/18/2019	U.S. Bank	1215	Election And Registration	General Supplies	0000	No Department	$	142.41
7/18/2019	Angie Childress	8899	93.563 Clerk IV-D Incentive	General Supplies	0000	No Department	$	18.48
7/18/2019	Dossett Consulting	8899	93.563 Clerk IV-D Incentive	General Supplies	0000	No Department	$	500.00
7/18/2019	U.S. Bank	8899	93.563 Clerk IV-D Incentive	General Supplies	0000	No Department	$	9.86
7/19/2019	American Eagle Tree Service	4506	General Obligation Bond 2018	General Supplies	0000	No Department	$	10,360.00
7/22/2019	Staples Credit Plan	1000	General	General Supplies	0201	Superior Court #1	$	100.91
7/22/2019	Michele Brelwogel	8899	93.563 Clerk IV-D Incentive	General Supplies	0000	No Department	$	18.48
7/24/2019	Alpha Laser Services	1000	General	General Supplies	0001	Clerk Of Circuit Court	$	102.87
7/24/2019	Wabash Valley Service Co	4901	WCCC Program Income	General Supplies	0000	No Department	$	51.53
7/24/2019	Alpha Laser Services	8899	93.563 Clerk IV-D Incentive	General Supplies	0000	No Department	$	7.20
7/25/2019	U.S. Bank	1000	General	General Supplies	0006	County Surveyor	$	49.15
7/26/2019	Subscriber Services	1000	General	General Supplies	0003	County Treasurer	$	30.00
7/30/2019	First Bankcard xx1998	1000	General	General Supplies	0005	County Sheriff	$	202.89
7/30/2019	First Bankcard	1197	Storm Water Management Oper	General Supplies	0000	No Department	$	10.88
8/13/2019	Quill Corporation	1000	General	General Supplies	0001	Clerk Of Circuit Court	$	189.69
8/13/2019	Award World	1000	General	General Supplies	0002	County Auditor	$	16.00
8/13/2019	Quill Corporation	1000	General	General Supplies	0002	County Auditor	$	68.93
8/13/2019	Quill Corporation	1000	General	General Supplies	0002	County Auditor	$	69.97
8/13/2019	B-Hive Printing	1000	General	General Supplies	0008	County Assessor	$	177.00
8/13/2019	Alistadt's	1000	General	General Supplies	0009	County Prosecutor	$	317.98
8/13/2019	Imprint	1000	General	General Supplies	0009	County Prosecutor	$	388.46
8/13/2019	Office Depot - Credit Plan	1000	General	General Supplies	0002	Superior Court #2	$	301.59
8/13/2019	Office Depot - Credit Plan	1000	General	General Supplies	0202	Superior Court #2	$	247.52
8/13/2019	Office Depot, Incorporated	1000	General	General Supplies	0232	Circuit Court	$	(10.39)
8/13/2019	Office Depot, Incorporated	1000	General	General Supplies	0232	Circuit Court	$	64.07
8/13/2019	Office Depot, Incorporated	1000	General	General Supplies	0232	Circuit Court	$	9.09
8/13/2019	B-Hive Printing	1112	LIT Economic Development	General Supplies	0000	No Department	$	66.00
8/13/2019	Jack Frost	1112	LIT Economic Development	General Supplies	0000	No Department	$	295.30
8/13/2019	Quill Corporation	1159	Health	General Supplies	0000	No Department	$	75.42
8/13/2019	Bailey's	1159	Health	General Supplies	0000	No Department	$	58.00
8/13/2019	Office Depot, Incorporated	1197	Storm Water Management Oper	General Supplies	0000	No Department	$	86.46
8/13/2019	Office Depot, Incorporated	1197	Storm Water Management Oper	General Supplies	0000	No Department	$	39.99
8/13/2019	Posey's Supermarket Inc.	1197	Storm Water Management Oper	General Supplies	0000	No Department	$	20.00
8/13/2019	Architectural Sales, Inc.	4506	General Obligation Bond 2018	General Supplies	0000	No Department	$	42.00
8/13/2019	Office Depot, Incorporated	4908	Building Commission	General Supplies	0000	No Department	$	95.34
8/13/2019	Quill Corporation	8899	93.563 Clerk IV-D Incentive	General Supplies	0000	No Department	$	13.28
8/13/2019	Alistadt's	1000	General	Copy Paper	0009	County Prosecutor	$	11.01
8/13/2019	Office Depot, Incorporated	1000	General	Copy Paper	0079	Plan Commission	$	378.84
8/13/2019	Office Depot, Incorporated	1000	General	Copy Paper	0079	Plan Commission	$	(40.99)
8/13/2019	Office Depot, Incorporated	1000	General	Copy Paper	0079	Plan Commission	$	50.98
8/13/2019	Office Depot, Incorporated	1000	General	Copy Paper	0079	Plan Commission	$	(8.99)
8/13/2019	Office Depot, Incorporated	1000	General	Copy Paper	0201	Superior Court #1	$	750.00
8/13/2019	Quill Corporation	1159	Health	Copy Paper	0000	No Department	$	10.39
7/26/2019	The Lang Company	1000	General	Office Supplies	0232	Circuit Court	$	25.49
8/13/2019	Mar-Kel Quick Print	9211	WCCC Adult Comm Based Supervis	Office Supplies	0000	No Department	$	39.00
8/13/2019	Sterilycle, Inc	1159	Health	Health-Vaccine	0000	No Department	$	32.65
8/13/2019	Quill Corporation	1159	Health	Health-Vaccine	0000	No Department	$	85.08
7/26/2019	AT&T Mobility	1000	General	Mobile Command Unit	0302	Emergency Services	$	31.24
7/26/2019	AT&T Mobility	1000	General	Mobile Command Unit	0302	Emergency Services	$	31.24
7/31/2019	First Bankcard	1000	General	Mobile Command Unit	0302	Emergency Services	$	351.27
7/18/2019	Warrick County Treasurer	1197	Storm Water Management Oper	Gas,Oil, Lubricants	0000	No Department	$	788.93
7/18/2019	Wabash Valley Service Co	1219	Park & Recreation	Gas,Oil, Lubricants	0000	No Department	$	630.77
7/18/2019	Warrick County Treasurer	1219	Park & Recreation	Gas,Oil, Lubricants	0000	No Department	$	607.24
7/18/2019	Warrick County Treasurer	4908	Building Commission	Gas,Oil, Lubricants	0000	No Department	$	243.39
7/22/2019	Wabash Valley Service Co	1000	General	Gas,Oil, Lubricants	0005	County Sheriff	$	3,242.66
7/24/2019	Warrick County Treasurer	1112	LIT Economic Development	Gas,Oil, Lubricants	0000	No Department	$	14.24
7/25/2019	Warrick County Treasurer	1000	General	Gas,Oil, Lubricants	0007	County Coroner	$	79.54
7/25/2019	Warrick County Treasurer	1141	Cumulative Drainage	Gas,Oil, Lubricants	0000	No Department	$	106.74
7/25/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	$	75.20
7/25/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	$	1,785.84
7/25/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	$	1,773.52
7/25/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	$	863.00
7/25/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	$	75.20
7/25/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	$	1,184.12
7/25/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	$	2,237.75
7/25/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	$	502.61
7/25/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	$	1,470.98
7/25/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	$	410.13
7/25/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	$	779.98
7/26/2019	First Bankcard	1219	Park & Recreation	Gas,Oil, Lubricants	0000	No Department	$	25.50
7/26/2019	First Bankcard	1219	Park & Recreation	Gas,Oil, Lubricants	0000	No Department	$	(0.27)
8/13/2019	Law Chevrolet, Buick Pontiac	1141	Cumulative Drainage	Gas,Oil, Lubricants	0000	No Department	$	200.17
7/25/2019	First Bankcard	1219	Park & Recreation	Concession Supplies	0000	No Department	$	41.88
7/26/2019	First Bankcard	1219	Park & Recreation	Concession Supplies	0000	No Department	$	94.90
7/26/2019	First Bankcard	1219	Park & Recreation	Concession Supplies	0000	No Department	$	14.31
7/26/2019	First Bankcard	1219	Park & Recreation	Concession Supplies	0000	No Department	$	45.00
7/26/2019	First Bankcard	1219	Park & Recreation	Concession Supplies	0000	No Department	$	14.68
7/26/2019	First Bankcard	1219	Park & Recreation	Concession Supplies	0000	No Department	$	182.55
8/13/2019	Royal Crown Bottling Co	1219	Park & Recreation	Concession Supplies	0000	No Department	$	266.50
8/13/2019	The Home City Ice Company	1219	Park & Recreation	Concession Supplies	0000	No Department	$	168.00
8/13/2019	The Home City Ice Company	1219	Park & Recreation	Concession Supplies	0000	No Department	$	138.60
7/30/2019	First Bankcard	1197	Storm Water Management Oper	Tires & Tubes	0000	No Department	$	40.00
8/13/2019	Best One Tire & Service	1169	Local Road & Street	Tires & Tubes	0000	No Department	$	604.48
8/13/2019	Best One Tire & Service	1169	Local Road & Street	Tires & Tubes	0000	No Department	$	817.72
8/13/2019	Mauth Construction	1169	Local Road & Street	Materials	0000	No Department	$	355.00
8/13/2019	Mauth Construction	1169	Local Road & Street	Materials	0000	No Department	$	355.00
8/13/2019	Mauth Construction	1169	Local Road & Street	Materials	0000	No Department	$	412.50
8/13/2019	Mauth Construction	1169	Local Road & Street	Materials	0000	No Department	$	412.50
8/13/2019	J & J Supply Inc.	1169	Local Road & Street	Materials	0000	No Department	$	208.90
7/30/2019	First Bankcard xx1998	1000	General	Supplies- Janitorial	0380	Jail	$	79.11
8/13/2019	Gem Chemical Company, Inc.	1000	General	Supplies- Janitorial	0380	Jail	$	411.22
8/13/2019	Kenway Distributors Inc.	1000	General	Supplies- Janitorial	0380	Jail	$	306.00
8/13/2019	CRS One Source(Diafds)	1000	General	Supplies- Janitorial	0380	Jail	$	162.70
8/13/2019	CRS One Source(Diafds)	1000	General	Supplies- Janitorial	0380	Jail	$	51.75
8/13/2019	Aigner Hardware	1159	Health	Animal Control	0000	No Department	$	1.79
8/13/2019	Aigner Hardware	1159	Health	Animal Control	0000	No Department	$	25.99
8/13/2019	Pathealth Services, Inc.	1159	Health	Animal Control	0000	No Department	$	1,025.00
8/12/2019	Quill Corporation	1159	Health	Animal Control	0000	No Department	$	91.08
8/2/2019	Arab	1000	General	Fuel & Pest Control	0162	Court House Annex	$	70.00
8/13/2019	Bob Barker Company Inc.	1000	General	Supplies-Prisoner's	0380	Jail	$	251.22
8/13/2019	Bob Barker Company Inc.	1000	General	Supplies-Prisoner's	0380	Jail	$	750.37

8/13/2019	Bob Barker Company Inc.	1000	General	Supplies-Prisoner's	0380	Jail	$	117.60
8/13/2019	Bob Barker Company Inc.	1000	General	Supplies-Prisoner's	0380	Jail	$	2,139.60
7/30/2019	First Bankcard xxx1998	1000	General	Meals-Prisoners	0380	Jail	$	473.33
8/13/2019	Lewis Bros Bakeries, Inc.	1000	General	Meals-Prisoners	0380	Jail	$	58.50
8/13/2019	Bob Barker Company Inc.	1000	General	Meals-Prisoners	0380	Jail	$	44.30
8/13/2019	Lewis Bros Bakeries, Inc.	1000	General	Meals-Prisoners	0380	Jail	$	87.90
8/13/2019	Wabash Foodservice	1000	General	Meals-Prisoners	0380	Jail	$	(73.08)
8/13/2019	Wabash Foodservice	1000	General	Meals-Prisoners	0380	Jail	$	1,044.07
8/13/2019	Wabash Foodservice	1000	General	Meals-Prisoners	0380	Jail	$	1,071.40
8/13/2019	Wabash Foodservice	1000	General	Meals-Prisoners	0380	Jail	$	1,491.17
8/13/2019	Wabash Foodservice	1000	General	Meals-Prisoners	0380	Jail	$	1,382.62
8/13/2019	Wabash Foodservice	1000	General	Meals-Prisoners	0380	Jail	$	1,139.44
8/13/2019	Farm Boy Food Service	1000	General	Meals-Prisoners	0380	Jail	$	714.07
8/13/2019	Farm Boy Food Service	1000	General	Meals-Prisoners	0380	Jail	$	890.40
8/13/2019	Farm Boy Food Service	1000	General	Meals-Prisoners	0380	Jail	$	720.15
8/13/2019	Farm Boy Food Service	1000	General	Meals-Prisoners	0380	Jail	$	972.38
8/13/2019	Farm Boy Food Service	1000	General	Meals-Prisoners	0380	Jail	$	699.17
8/13/2019	Farm Boy Food Service	1000	General	Meals-Prisoners	0380	Jail	$	642.38
8/13/2019	CRS One Source(Dielsfds)	1000	General	Meals-Prisoners	0380	Jail	$	200.00
8/13/2019	CRS One Source(Dielsfds)	1000	General	Meals-Prisoners	0380	Jail	$	284.22
8/13/2019	CRS One Source(Dielsfds)	1000	General	Meals-Prisoners	0380	Jail	$	245.18
8/13/2019	CRS One Source(Dielsfds)	1000	General	Meals-Prisoners	0380	Jail	$	210.82
8/13/2019	CRS One Source(Dielsfds)	1000	General	Meals-Prisoners	0380	Jail	$	309.47
8/13/2019	CRS One Source(Dielsfds)	1000	General	Meals-Prisoners	0380	Jail	$	269.33
8/13/2019	CRS One Source(Dielsfds)	1000	General	Meals-Prisoners	0380	Jail	$	257.02
8/13/2019	CRS One Source(Dielsfds)	1000	General	Meals-Prisoners	0380	Jail	$	166.38
8/13/2019	CRS One Source(Dielsfds)	1000	General	Meals-Prisoners	0380	Jail	$	46.25
8/13/2019	CRS One Source(Dielsfds)	1000	General	Meals-Prisoners	0380	Jail	$	440.63
8/13/2019	Lewis Bros Bakeries, Inc.	1000	General	Meals-Prisoners	0380	Jail	$	58.50
8/13/2019	Lewis Bros Bakeries, Inc.	1000	General	Meals-Prisoners	0380	Jail	$	60.45
8/13/2019	Lewis Bros Bakeries, Inc.	1000	General	Meals-Prisoners	0380	Jail	$	58.50
8/13/2019	Bob Barker Company Inc.	1000	General	Jail Clothes	0380	Jail	$	1,087.27
7/25/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	$	762.30
7/25/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	$	372.65
7/25/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	$	658.62
7/25/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	$	704.03
7/25/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	$	471.38
7/25/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	$	758.26
7/25/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	$	489.28
7/25/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	$	218.13
7/25/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	$	843.45
7/25/2019	Uniform Corporation	1169	Local Road & Street	Other Supp & Equip	0000	No Department	$	6.50
7/25/2019	Uniform Corporation	1169	Local Road & Street	Other Supp & Equip	0000	No Department	$	6.50
7/31/2019	Verizon Wireless	1152	Emergency Plan/Right To Know	Computer Supplies	0000	No Department	$	30.01
8/2/2019	Tractor Supply Co	1219	Park & Recreation	Animal Feed	0000	No Department	$	47.97
8/2/2019	Tractor Supply Co	1219	Park & Recreation	Animal Feed	0000	No Department	$	19.84
8/13/2019	Aigner Hardware	1169	Local Road & Street	Road Signs	0000	No Department	$	8.37
7/16/2019	Uniform Corporation	1000	General	Uniforms	0005	County Sheriff	$	8.36
7/16/2019	Uniform Corporation	1000	General	Uniforms	0005	County Sheriff	$	8.36
7/16/2019	Uniform Corporation	1219	Park & Recreation	Uniforms	0000	No Department	$	45.26
8/2/2019	Uniform Corporation	1219	Park & Recreation	Uniforms	0000	No Department	$	3.128
8/13/2019	Slagels	1000	General	Uniforms	0005	County Sheriff	$	514.00
8/13/2019	Slagels	1000	General	Uniforms	0005	County Sheriff	$	21.99
8/13/2019	Slagels	1000	General	Uniforms	0005	County Sheriff	$	20.00
8/13/2019	Slagels	1000	General	Uniforms	0005	County Sheriff	$	299.00

8/13/2019	Kim's Scrub Connection	1000	General	Uniforms	0380	Jail	$	50.00
8/13/2019	Slagels	1000	General	Uniforms	0380	Jail	$	52.00
8/13/2019	Slagels	1000	General	Uniforms	0380	Jail	$	138.00
7/30/2019	Nomad Technology Group	8897	93,563 Prosecutor IV-D Incent	Other Services & Charge	0000	No Department	$	254.27
8/13/2019	Tele/Data Communications Of IN	1000	General	Other Services & Charge	0058	County Commissioners	$	65.00
8/13/2019	Piranha Shredding/Recycling In	1000	General	Other Services & Charge	0058	County Commissioners	$	60.00
8/13/2019	Piranha Shredding/Recycling In	1000	General	Other Services & Charge	0058	County Commissioners	$	45.00
7/16/2019	Omni Severin Hotel	9114	2018 Problem Solving Grant	Expense	0000	No Department	$	375.00
7/24/2019	Carmile, Presley	9115	2019 Problem Solving Grant	Expense	0000	No Department	$	150.00
7/24/2019	Wagner, Chris	9115	2019 Problem Solving Grant	Expense	0000	No Department	$	150.00
7/24/2019	Courtney Perkins	9115	2019 Problem Solving Grant	Expense	0000	No Department	$	150.00
7/24/2019	Johnson, Laura	9115	2019 Problem Solving Grant	Expense	0000	No Department	$	150.00
7/24/2019	Kim Pemberton	9115	2019 Problem Solving Grant	Expense	0000	No Department	$	150.00
7/30/2019	First Bankcard xxx1998	4907	Warrick County Law Enforcement	Expense	0000	No Department	$	364.88
8/13/2019	Emp Technical Group	1101	Accident Report	Expense	0000	No Department	$	283.00
8/13/2019	Slagels	1156	Firearms Training	Expense	0000	No Department	$	775.00
8/13/2019	Kesler's Police Supply Inc.	1156	Firearms Training	Expense	0000	No Department	$	2,454.00
8/13/2019	Dedem, Inc.	4907	Warrick County Law Enforcement	Expense	0000	No Department	$	92.25
8/13/2019	Myron Corp	9115	2019 Problem Solving Grant	Expense	0000	No Department	$	393.57
7/30/2019	Morrie Doll	1197	Storm Water Management Oper	Legal Services	0000	No Department	$	12.50
8/13/2019	Gem Chemical Company, Inc.	4921	DD/DC Program Income	Operating Expenses	0000	No Department	$	42.86
7/30/2019	Warrick Publishing Co	1000	General	Legal Notices	0079	Plan Commission	$	26.40
7/31/2019	Warrick Publishing Co	1000	General	Legal Notices	0058	County Commissioners	$	30.40
7/31/2019	Warrick Publishing Co	1000	General	Legal Notices	0058	County Commissioners	$	18.54
8/2/2019	Warrick Publishing Co	1000	General	Legal Notices	0058	County Commissioners	$	22.00
7/18/2019	Wowl Business	2504	Pretrial Diversion	Contract Services	0000	No Department	$	71.96
7/22/2019	Alpha Laser Services	1000	General	Contract Services	0068	County Commissioners	$	75.96
7/22/2019	Tri-State Fire Protection Inc.	1000	General	Contract Services	0058	County Commissioners	$	45.00
7/22/2019	Alpha Laser Services	1000	General	Contract Services	0302	Emergency Services	$	12.88
7/24/2019	Pat Brooks	1189	Recorder Records Perpetuation	Contract Services	0000	No Department	$	215.58
7/24/2019	Smith & Butterfield	1189	Recorder Records Perpetuation	Contract Services	0000	No Department	$	248.99
7/24/2019	Mash Networks	1189	Recorder Records Perpetuation	Contract Services	0000	No Department	$	320.00
7/24/2019	Mash Networks	1189	Recorder Records Perpetuation	Contract Services	0000	No Department	$	662.50
7/24/2019	Fidlar Technologies Inc	1189	Recorder Records Perpetuation	Contract Services	0000	No Department	$	629.60
7/24/2019	Pat Brooks	1189	Recorder Records Perpetuation	Contract Services	0000	No Department	$	139.09
7/24/2019	B & R Mowing LLC	4908	Warrick Redevelopment Comm	Contract Services	0000	No Department	$	1,950.00
7/25/2019	Jerry Aigner Construction,Inc	1141	Cumulative Drainage	Contract Services	0000	No Department	$	6,500.00
7/25/2019	Premier	1222	Statewide 911	Contract Services	0000	No Department	$	294.79
7/25/2019	Alpha Laser Services	1326	Reassessment	Contract Services	0000	No Department	$	69.43
7/26/2019	EXPRESS SERVICES INC.	1000	General	Contract Services	0068	County Commissioners	$	177.50
7/26/2019	L. L. Law Associates	1000	General	Contract Services	0106	Data Processing (Personnel)	$	1,497.90
7/26/2019	AT&T Mobility	1000	General	Contract Services	0302	Emergency Services	$	30.72
7/26/2019	Ferguson, Kelly	1211	Guardian Ad Litem	Contract Services	0000	No Department	$	161.48
7/30/2019	Ricoh Usa Inc.	1112	LIT Economic Development	Contract Services	0000	No Department	$	72.89
7/30/2019	Nomad Technology Group	2504	Pretrial Diversion	Contract Services	0000	No Department	$	1,499.73
7/30/2019	Stoll Keenon Ogden P LLC	4906	Warrick Redevelopment Comm	Contract Services	0000	No Department	$	6,591.55
7/31/2019	EXPRESS SERVICES INC.	1000	General	Contract Services	0068	County Commissioners	$	264.00
7/31/2019	U.S. Bank	2504	Pretrial Diversion	Contract Services	0000	No Department	$	89.95
8/13/2019	5 Star Security Systems	1000	General	Contract Services	0068	County Commissioners	$	390.00
8/13/2019	Colonial Classics	1112	LIT Economic Development	Contract Services	0000	No Department	$	170.00
8/13/2019	Mash Networks	1189	Recorder Records Perpetuation	Contract Services	0000	No Department	$	890.00
8/13/2019	Hi-Tech Investigative	1211	Guardian Ad Litem	Contract Services	0000	No Department	$	300.00
8/13/2019	Alpha Laser Services	1211	Guardian Ad Litem	Contract Services	0000	No Department	$	70.00
8/13/2019	Piranha Shredding/Recycling In	2504	Pretrial Diversion	Contract Services	0000	No Department	$	45.00

7/24/2019	St. Vincent Financial Services	1112	LIT Economic Development	Contract Services-PMC	0000	No Department	$	200,000.00
7/22/2019	Tri-State Reporting, Inc.	1000	General	Pauper Document Fees	0201	Superior Court #1	$	74.10
8/9/2019	Martin & Martin, Inc.	1000	General	Pauper Document Fees	0201	Superior Court #1	$	37.50
8/13/2019	CENTER FOR PSYCHOLOGICAL SERV	1000	General	Pauper Document Fees	0202	Superior Court #2	$	2,000.00
8/9/2019	Martin & Martin, Inc.	1000	General	Pauper Counsel	0201	Superior Court #1	$	5,937.50
8/9/2019	Sherry Smith	1000	General	Pauper Counsel	0201	Superior Court #1	$	989.58
8/9/2019	Warren Mathies	1000	General	Pauper Counsel	0201	Superior Court #1	$	989.58
8/9/2019	Anthony Long	1000	General	Pauper Counsel	0202	Superior Court #2	$	2,968.75
8/9/2019	Mark K. Phillips, PC	1000	General	Pauper Counsel	0202	Superior Court #2	$	2,968.75
8/9/2019	Sherry Smith	1000	General	Pauper Counsel	0202	Superior Court #2	$	989.58
8/9/2019	Warren Mathies	1000	General	Pauper Counsel	0202	Superior Court #2	$	989.58
8/9/2019	Brett M Roy	1000	General	Pauper Counsel	0232	Circuit Court	$	2,968.75
8/9/2019	PHILLIPS LAW	1000	General	Pauper Counsel	0232	Circuit Court	$	2,968.75
8/9/2019	Sherry Smith	1000	General	Pauper Counsel	0232	Circuit Court	$	989.58
8/9/2019	Warren Mathies	1000	General	Pauper Counsel	0232	Circuit Court	$	989.58
8/13/2019	Southern In Imaging Consulting	1000	General	Physical & Medical	0380	Jail	$	51.82
8/13/2019	St. Vincent Warrick	1000	General	Physical & Medical	0380	Jail	$	915.84
8/13/2019	St Marys Medical Center	1000	General	Physical & Medical	0380	Jail	$	176.24
8/13/2019	St. Vincent Warrick	1000	General	Physical & Medical	0380	Jail	$	412.00
8/13/2019	St. Vincent Warrick	1000	General	Physical & Medical	0380	Jail	$	504.41
8/13/2019	St. Vincent Warrick	1000	General	Physical & Medical	0380	Jail	$	758.41
8/13/2019	Mobilex	1000	General	Physical & Medical	0380	Jail	$	60.00
8/13/2019	Southwest Indiana Pathologists	1000	General	Physical & Medical	0380	Jail	$	10.51
8/13/2019	Deaconess Hospital	1000	General	Physical & Medical	0380	Jail	$	683.99
8/13/2019	Deaconess Hospital	1000	General	Physical & Medical	0380	Jail	$	459.13
8/13/2019	Slagels	1000	General	Uniforms & Apparel	0007	County Coroner	$	189.94
8/13/2019	Slagels	1000	General	Uniforms & Apparel	0007	County Coroner	$	124.99
8/13/2019	Slagels	1000	General	Uniforms & Apparel	0007	County Coroner	$	87.96
8/13/2019	Indiana State Coroners Assoc	1000	General	Uniforms & Apparel	0007	County Coroner	$	200.00
8/13/2019	Indiana State Coroners Assoc	1000	General	Uniforms & Apparel	0007	County Coroner	$	60.00
8/13/2019	B-Hive Printing	1159	Health	Freight & Express	0000	No Department	$	137.21
8/2/2019	Warrick Solid Waste Mgt Dist	1219	Park & Recreation	Trash Pickup	0000	No Department	$	307.20
7/25/2019	Neopost Postage On Call	1000	General	Postage	0201	Superior Court #1	$	3,000.00
7/18/2019	Association / Indiana Counties	1000	General	Travel Expense	0007	County Auditor	$	60.00
7/24/2019	Comtrol, LLC	1122	Community Corrections	Travel Expense	0000	No Department	$	220.60
7/24/2019	Satellite Tracking Of People L	1122	Community Corrections	Travel Expense	0000	No Department	$	2,318.40
7/24/2019	Alpha Laser Services	4901	Wccc Program Income	Travel Expense	0000	No Department	$	22.97
7/25/2019	Gossett, Susan	1234	Reassessment	Travel Expense	0000	No Department	$	421.86
7/26/2019	WHEELER, LAKENDRA	1122	Community Corrections	Travel Expense	0000	No Department	$	173.80
7/30/2019	Amy Pollock	1000	General	Travel Expense	0660	4-D Program (Child Support)	$	17.16
7/31/2019	First Bankcard	1000	General	Travel Expense	0302	Emergency Services	$	54.12
7/31/2019	First Bankcard	1000	General	Travel Expense	0302	Emergency Services	$	119.00
7/31/2019	Latham, Tina	1159	Health	Travel Expense	0000	No Department	$	30.80
7/31/2019	Carol Ruff	2051	Juvenile Prob-Circuit	Travel Expense	0000	No Department	$	81.09
8/2/2019	Hyatt Regency Indianapolis	1215	Election And Registration	Travel Expense	0000	No Department	$	298.00
7/26/2019	Ellen Sprinkle	2002	Adult Prob-Superiors	Travel Exp-Probation	0000	No Department	$	154.00
7/26/2019	Winsett, Zach	2002	Adult Prob-Superiors	Travel Exp-Probation	0000	No Department	$	150.00
7/30/2019	EMBASSY SUITES	2002	Adult Prob-Superiors	Travel Exp-Probation	0000	No Department	$	250.00
7/30/2019	EMBASSY SUITES	2002	Adult Prob-Superiors	Travel Exp-Probation	0000	No Department	$	375.00
7/30/2019	Nancy Susott	2002	Adult Prob-Superiors	Travel Exp-Probation	0000	No Department	$	100.00

7/30/2019	EMBASSY SUITES	2002	Adult Prob-Superiors	Travel Exp-Probation	0000	No Department	$	250.00
7/30/2019	EMBASSY SUITES	2002	Adult Prob-Superiors	Travel Exp-Probation	0000	No Department	$	375.00
8/13/2019	Lieberman Technologies	4009	Sheriff Sale Administration	Sheriff Sale Admin	0000	No Department	$	500.00
7/24/2019	AT&T	1000	General	Communication	0068	County Commissioners	$	401.38
7/24/2019	AT&T	1000	General	Communication	0068	County Commissioners	$	275.19
7/24/2019	AT&T	1000	General	Communication	0068	County Commissioners	$	23.18
7/24/2019	AT&T	1000	General	Communication	0068	County Commissioners	$	91.56
7/31/2019	Spectrum	1159	Health	Communication Animal Ctrl	0000	No Department	$	88.16
7/30/2019	AT&T Mobility	1000	General	Cell Phones	0005	County Sheriff	$	288.21
7/30/2019	Sprint	1000	General	Cell Phones	0005	County Sheriff	$	(42.99)
7/30/2019	Sprint	1000	General	Cell Phones	0005	County Sheriff	$	901.77
7/19/2019	Duke Energy	1112	LIT Economic Development	Utilities	0000	No Department	$	25.68
7/19/2019	Duke Energy	1112	LIT Economic Development	Utilities	0000	No Department	$	83.69
7/19/2019	Duke Energy	1112	LIT Economic Development	Utilities	0000	No Department	$	9.01
7/24/2019	Evansville Waterworks Dept	1112	LIT Economic Development	Utilities	0000	No Department	$	123.51
7/24/2019	Vectren Energy Delivery	1112	LIT Economic Development	Utilities	0000	No Department	$	313.73
7/25/2019	Vectren Energy Delivery	1000	General	Utilities	0008	County Assessor	$	181.45
7/25/2019	Vectren Energy Delivery	1000	General	Utilities	0008	County Assessor	$	22.00
7/25/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	$	28.34
7/25/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	$	28.47
7/25/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	$	28.24
7/25/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	$	32.50
7/30/2019	Vectren Energy Delivery	1112	LIT Economic Development	Utilities	0000	No Department	$	16.54
7/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	$	34.51
7/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	$	92.22
7/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	$	34.51
7/31/2019	Vectren Energy Delivery	1000	General	Utilities	0162	Court House Annex	$	1,885.55
7/31/2019	Vectren Energy Delivery	1000	General	Utilities	0162	Court House Annex	$	7,260.40
7/31/2019	Vectren Energy Delivery	1000	General	Utilities	0162	Court House Annex	$	14.43
7/31/2019	Vectren Energy Delivery	1000	General	Utilities	0380	Jail	$	6,171.26
8/2/2019	Vectren Energy Delivery	1000	General	Utilities	0162	Court House Annex	$	415.27
8/2/2019	Vectren Energy Delivery	1159	Health	Utilities	0000	No Department	$	374.41
8/6/2019	Boonville Utilities	1000	General	Utilities	0380	Jail	$	4,073.38
8/6/2019	Boonville Natural Gas Corp.	1000	General	Utilities	0380	Jail	$	323.06
8/6/2019	Vectren Energy Delivery	1112	LIT Economic Development	Utilities	0000	No Department	$	370.43
8/6/2019	Chandler Utilities	1112	LIT Economic Development	Utilities	0000	No Department	$	398.11
8/6/2019	Boonville Natural Gas Corp.	1159	Health	Utilities	0000	No Department	$	28.63
8/6/2019	Vectren Energy Delivery	1197	Storm Water Management Oper	Utilities	0000	No Department	$	114.71
8/6/2019	Vectren Energy Delivery	1219	Park & Recreation	Utilities	0000	No Department	$	6.47
8/6/2019	Vectren Energy Delivery	1219	Park & Recreation	Utilities	0000	No Department	$	9.24
8/6/2019	Vectren Energy Delivery	1219	Park & Recreation	Utilities	0000	No Department	$	6.47
8/6/2019	Vectren Energy Delivery	1219	Park & Recreation	Utilities	0000	No Department	$	9.34
8/6/2019	Vectren Energy Delivery	1219	Park & Recreation	Utilities	0000	No Department	$	25.88
7/30/2019	The Lang Company	1152	Emergency Plan/Right To Know	Printing	0000	No Department	$	1.05
8/13/2019	Kathy Hargrave	1000	General	Printing	0009	County Prosecutor	$	213.50
8/13/2019	Assoc IN Prosecuting Attorneys	1000	General	Printing	0009	County Prosecutor	$	1,050.00
7/30/2019	Warrick Publishing Co	1112	LIT Economic Development	Advertising	0000	No Department	$	35.58
8/13/2019	Evansville Courier	1112	LIT Economic Development	Advertising	0000	No Department	$	56.53
8/13/2019	Rr Donnelley	1159	Health	Official Bonds	0000	No Department	$	508.15
8/13/2019	Evansville State Hospital (425	1000	General	Health-Care Inmates	0068	County Commissioners	$	90.00
8/13/2019	Evansville State Hospital (425	1000	General	Health-Care Inmates	0068	County Commissioners	$	76.00
8/5/2019	Chandler Police Department	2502	Law Enforcement Cont Ed	Continuing Education	0000	No Department	$	75.00
8/5/2019	City Of Boonville	2502	Law Enforcement Cont Ed	Continuing Education	0000	No Department	$	176.00

8/5/2019	I.C.O. Training Fund	2502	Law Enforcement Cont Ed	Continuing Education	0000	No Department	$	52.00
8/5/2019	Indiana State Police Trng.Fund	2502	Law Enforcement Cont Ed	Continuing Education	0000	No Department	$	375.00
8/5/2019	Newburgh Police Department	2502	Law Enforcement Cont Ed	Continuing Education	0000	No Department	$	299.00
8/5/2019	Town Of Elberfeld	2502	Law Enforcement Cont Ed	Continuing Education	0000	No Department	$	12.00
8/5/2019	Warrick County Treasurer	2502	Law Enforcement Cont Ed	Continuing Education	0000	No Department	$	558.00
7/30/2019	First Bankcard	1197	Storm Water Management Oper	Training/Travel	0000	No Department	$	40.00
8/13/2019	Titzer Family Funeral Homes	1000	General	Burial of Soldiers	0068	County Commissioners	$	100.00
8/13/2019	Titzer Family Funeral Homes	1000	General	Burial of Soldiers	0068	County Commissioners	$	100.00
8/13/2019	Alexander Funeral Home--North	1000	General	Burial of Soldiers	0068	County Commissioners	$	100.00
8/13/2019	Alexander Newburgh Chapel	1000	General	Burial of Soldiers	0068	County Commissioners	$	100.00
7/30/2019	First Bankcard xxx1998	1000	General	Buildings	0380	Jail	$	216.02
8/13/2019	Aigner Hardware	1000	General	Buildings	0380	Jail	$	49.80
8/13/2019	Aigner Hardware	1000	General	Buildings	0380	Jail	$	3.79
8/13/2019	Aigner Hardware	1000	General	Buildings	0380	Jail	$	8.99
8/13/2019	CRS One Source(Diafds)	1000	General	Buildings	0380	Jail	$	43.83
8/13/2019	Aigner Hardware	1000	General	Buildings	0380	Jail	$	5.76
8/13/2019	Boonville Lawn And Garden Inc.	1000	General	Buildings	0380	Jail	$	13.62
8/13/2019	Springfield Electric Supply	1000	General	Buildings	0380	Jail	$	195.20
8/13/2019	Aigner Hardware	1000	General	Buildings	0380	Jail	$	45.46
8/13/2019	Aigner Hardware	1000	General	Buildings	0380	Jail	$	2.59
7/25/2019	Pictometry International Corp	1176	Motor Vehicle Highway	Bldg Maint	0533	General & Undistributed	$	0.90
8/13/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	$	13.37
8/13/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	$	17.87
8/13/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	$	62.15
8/13/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	$	33.37
8/13/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	$	0.38
8/13/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	$	21.63
8/13/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	$	4.71
8/13/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	$	2.34
8/13/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	$	30.05
7/18/2019	The Murphy Elevator Co Inc.	1000	General	Repairs	0162	Court House Annex	$	291.28
7/26/2019	First Bankcard	1169	Local Road & Street	Repairs	0000	No Department	$	77.77
7/26/2019	First Bankcard	1169	Local Road & Street	Repairs	0000	No Department	$	70.75
7/30/2019	Baker Utility Partners, LLC	1169	Local Road & Street	Repairs	0000	No Department	$	800.00
8/13/2019	Auto Wheel And Rim Service Inc	1169	Local Road & Street	Repairs	0000	No Department	$	619.48
8/13/2019	Auto Wheel And Rim Service Inc	1169	Local Road & Street	Repairs	0000	No Department	$	(32.26)
8/13/2019	B-Hive Printing	1169	Local Road & Street	Repairs	0000	No Department	$	171.00
8/13/2019	Brandeis Machinery & Supply	1169	Local Road & Street	Repairs	0000	No Department	$	135.85
8/13/2019	Meyer Truck Equipment	1169	Local Road & Street	Repairs	0000	No Department	$	95.00
8/13/2019	Ebn Construction & Industrial	1169	Local Road & Street	Repairs	0000	No Department	$	7.79
8/13/2019	Ebn Construction & Industrial	1169	Local Road & Street	Repairs	0000	No Department	$	57.62
8/13/2019	Ebn Construction & Industrial	1169	Local Road & Street	Repairs	0000	No Department	$	52.19
8/13/2019	Grainger	1169	Local Road & Street	Repairs	0000	No Department	$	70.97
8/13/2019	Grainger	1169	Local Road & Street	Repairs	0000	No Department	$	72.01
8/13/2019	Local Equipment, Inc.	1169	Local Road & Street	Repairs	0000	No Department	$	997.92
8/13/2019	O'Reilly Auto Parts	1169	Local Road & Street	Repairs	0000	No Department	$	36.96
8/13/2019	O'Reilly Auto Parts	1169	Local Road & Street	Repairs	0000	No Department	$	11.44
8/13/2019	O'Reilly Auto Parts	1169	Local Road & Street	Repairs	0000	No Department	$	13.36
8/13/2019	O'Reilly Auto Parts	1169	Local Road & Street	Repairs	0000	No Department	$	5.28
8/13/2019	Ruxer Truck Center	1169	Local Road & Street	Repairs	0000	No Department	$	7.86
8/13/2019	Southeastern Equipment Co. Inc	1169	Local Road & Street	Repairs	0000	No Department	$	19.05
8/13/2019	Southeastern Equipment Co. Inc	1169	Local Road & Street	Repairs	0000	No Department	$	429.35
8/13/2019	Southeastern Equipment Co. Inc	1169	Local Road & Street	Repairs	0000	No Department	$	24.37
8/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	$	56.18

8/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	$	63.72
8/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	$	141.33
8/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	$	207.29
8/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	$	40.15
8/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	$	125.44
8/13/2019	Aigner Hardware	1169	Local Road & Street	Repairs	0000	No Department	$	15.00
8/13/2019	Aigner Hardware	1169	Local Road & Street	Repairs	0000	No Department	$	0.69
8/13/2019	Aigner Hardware	1169	Local Road & Street	Repairs	0000	No Department	$	7.48
8/13/2019	Aigner Hardware	1169	Local Road & Street	Repairs	0000	No Department	$	34.99
8/13/2019	Aigner Hardware	1169	Local Road & Street	Repairs	0000	No Department	$	28.27
8/13/2019	Aigner Hardware	1169	Local Road & Street	Repairs	0000	No Department	$	1.44
7/18/2019	U.S. Bank	4008	Building Commission	Equip Maint	0000	No Department	$	71.73
7/22/2019	The Lang Company	1000	General	Equip Maint	0005	County Sheriff	$	20.00
7/24/2019	Alpha Laser Services	1000	General	Equip Maint	0061	County Council	$	51.59
7/25/2019	Alpha Laser Services	1176	Motor Vehicle Highway	Equip Maint	9604	Engineering Department	$	65.00
7/25/2019	Alpha Laser Services	1176	Motor Vehicle Highway	Equip Maint	9604	Engineering Department	$	43.93
7/30/2019	First Bankcard xxx1998	1000	General	Equip Maint	0303	Central Dispatch Center	$	883.82
8/13/2019	CDW Government, Inc	1000	General	Equip Maint	0005	County Sheriff	$	153.06
8/13/2019	CDW Government, Inc.	1000	General	Equip Maint	0005	County Sheriff	$	232.73
8/13/2019	Computer Aided Solutions, LLC	1168	Local Health Maintenance	Equip Maint	0000	No Department	$	228.00
8/13/2019	O'Reilly Auto Parts	1219	Park & Recreation	Equip Maint	0000	No Department	$	12.99
8/13/2019	O'Reilly Auto Parts	1219	Park & Recreation	Equip Maint	0000	No Department	$	14.48
8/13/2019	Service Pump And Machine	1219	Park & Recreation	Equip Maint	0000	No Department	$	410.00
8/13/2019	Law Chevrolet Buick Pontiac	1219	Park & Recreation	Equip Maint	0000	No Department	$	502.26
8/13/2019	CDW Government, Inc.	1000	General	Comp Res Support	0068	County Commissioners	$	12.09
8/13/2019	Herr's Body Shop	1000	General	Vehicle Repair And Maintenance	0005	County Sheriff	$	6,930.20
8/13/2019	Herr's Body Shop	1000	General	Vehicle Repair And Maintenance	0005	County Sheriff	$	3,112.96
8/13/2019	Law Chevrolet Buick Pontiac	1000	General	Vehicle Repair And Maintenance	0007	County Coroner	$	174.95
7/25/2019	Alpha Laser Services	1000	General	Equip Maint Agreement	0201	Superior Court #1	$	24.04
7/31/2019	U.S. Bank	1000	General	Equip Maint Agreement	0201	Superior Court #1	$	140.16
7/25/2019	Pictometry International Corp	1176	Motor Vehicle Highway	Photos	0533	General & Undistributed Expense	$	366.37
8/13/2019	Paul Hawa Mha, R.T.(r) Arrt	1000	General	Xrays	0007	County Coroner	$	150.00
7/24/2019	The Town Of Newburgh	1112	LIT Economic Development	Rent	0000	No Department	$	500.00
7/31/2019	Amy Stumkamp Miskimen	1000	General	Dues & Subscriptions	0202	Superior Court #2	$	180.00
7/22/2019	Thomson Reuters West Payment C	1000	General	Law Books	0232	Circuit Court	$	1,006.37
7/31/2019	Cathy Oser	1215	Election And Registration	Meals & Lodging	0000	No Department	$	50.00
7/31/2019	Patricia Perry	1215	Election And Registration	Meals & Lodging	0000	No Department	$	50.00
8/13/2019	Nix Sanitary Service	1219	Park & Recreation	Cleaning Service	0000	No Department	$	140.00
8/13/2019	Gem Chemical Company, Inc.	1219	Park & Recreation	Cleaning Service	0000	No Department	$	208.00
8/13/2019	Gem Chemical Company, Inc.	1219	Park & Recreation	Cleaning Service	0000	No Department	$	564.46
8/13/2019	Gem Chemical Company, Inc.	1219	Park & Recreation	Cleaning Service	0000	No Department	$	399.20
7/25/2019	Warrick County Treasurer	2002	Adult Prob-Superiors	Drug & Alcohol Testing	0000	No Department	$	25.00
7/25/2019	Warrick County Treasurer	2002	Adult Prob-Superiors	Wcdc/Superior 2 Drug Screen	0000	No Department	$	100.00
7/25/2019	Warrick County Treasurer	2002	Adult Prob-Superiors	Wcdc/Superior 2 Drug Screen	0000	No Department	$	150.00
8/2/2019	American Structurepoint Inc	8502	20.205 Oak Grove Rd	Oak Grove Rd Expense	0000	No Department	$	22,358.32
7/24/2019	Beam, Longest And Neff	8508	Bridge 113	Bridge Inspection Expense	0000	No Department	$	4,477.26
7/31/2019	GIBSON COUNTY CLERK'S OFFICE	8506	Bell Road	Bell Rd Expense	0000	No Department	$	2,400.00
7/31/2019	GIBSON COUNTY CLERK'S OFFICE	8506	Bell Road	Bell Rd Expense	0000	No Department	$	13,400.00
7/31/2019	GIBSON COUNTY CLERK'S OFFICE	8506	Bell Road	Bell Rd Expense	0000	No Department	$	14,400.00
7/31/2019	GIBSON COUNTY CLERK'S OFFICE	8506	Bell Road	Bell Rd Expense	0000	No Department	$	2,400.00
7/18/2019	U.S. Bank	1197	Storm Water Management Oper	Equipment	0000	No Department	$	300.43
7/25/2019	Advanced Document Solutions	2002	Adult Prob-Superiors	Equipment	0000	No Department	$	41.92

8/13/2019	Aigner Hardware	1197	Storm Water Management Oper	Equipment	0000	No Department	$	20.97
8/13/2019	Alpha Laser Services	9211	WCCC Adult Comm Based Supervis	Office Equipment	0000	No Department	$	365.00
8/13/2019	Indoff, Inc.	9211	WCCC Adult Comm Based Supervis	Office Equipment	0000	No Department	$	276.41
7/18/2019	Superior Ag Resources	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	$	302.70
7/18/2019	Superior Ag Resources	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	$	74.04
7/25/2019	Lochmueller Group	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	$	367.64
7/25/2019	Warrick Co. Solid Waste Mgmt D	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	$	163.80
8/13/2019	Aigner Hardware	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	$	110.00
8/13/2019	B-Hive Printing	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	$	119.00
8/13/2019	Forterra Pipe & Precast-Midsou	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	$	523.00
8/13/2019	Forterra Pipe & Precast-Midsou	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	$	38.00
8/13/2019	Ryans Ace Hardware	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	$	3.97
8/13/2019	Erosion Resource/Supply Inc.	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	$	23.50
8/13/2019	Hamlin Equipment Rental	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	$	55.00
7/26/2019	JBI Construction Inc.	1112	LIT Economic Development	Renovation-	0000	No Department	$	21,078.10
7/26/2019	JBI Construction Inc.	4903	Edit-Construction	Renovation-	0000	No Department	$	20,775.12
7/18/2019	Indiana American Water	1112	LIT Economic Development	Freidman Park	0000	No Department	$	50.02
7/18/2019	Indiana American Water	1112	LIT Economic Development	Freidman Park	0000	No Department	$	48.01
7/26/2019	Wow! Business	1112	LIT Economic Development	Freidman Park	0000	No Department	$	145.55
8/2/2019	Renewable Resources	1112	LIT Economic Development	Freidman Park	0000	No Department	$	125.00
8/13/2019	Coca Cola Bottling Co	1112	LIT Economic Development	Freidman Park	0000	No Department	$	179.00
8/13/2019	Indoff, Inc.	1112	LIT Economic Development	Freidman Park	0000	No Department	$	79.30
7/30/2019	First Advantage Insurance	1112	LIT Economic Development	Friedman Park Event	0000	No Department	$	3,456.00
7/24/2019	B & B Mowing LLC	1112	LIT Economic Development	N Warrick Indus PK	0000	No Department	$	200.00
7/30/2019	Stoll Keenon Ogden P LLC	1112	LIT Economic Development	N Warrick Indus PK	0000	No Department	$	481.25
8/6/2019	Pike Gibson Water, Inc.	1112	LIT Economic Development	N Warrick Indus PK	0000	No Department	$	10.82
7/30/2019	Morley & Associates Inc.	1112	LIT Economic Development	ELberfeld Sewer 2017	0000	No Department	$	3,045.00
7/24/2019	Warrick Wellness Pathways	1112	LIT Economic Development	Warrick Pathways	0000	No Department	$	30,000.00
7/18/2019	Warrick County Treasurer	4913	Warrick County-Principal	Transfer of Funds	0000	No Department	$	2,195.49
7/18/2019	Warrick County Treasurer	4914	Warrick County-Interest	Transfer of Funds	0000	No Department	$	1,800.06
7/18/2019	Warrick County Treasurer	4915	Perigo-Principal	Transfer of Funds	0000	No Department	$	1,804.00
7/18/2019	Warrick County Treasurer	4916	Perigo-Interest	Transfer of Funds	0000	No Department	$	745.98
7/18/2019	ELK ROYALTIES LLC	1201	Surplus/Excess Tax	Refunds	0000	No Department	$	6.16
7/18/2019	PATEL, JATIN	1201	Surplus/Excess Tax	Refunds	0000	No Department	$	9.55
7/19/2019	BIEBER, MICHAEL BRADY	1201	Surplus/Excess Tax	Refunds	0000	No Department	$	54.00
7/22/2019	ALLDREDGE, CARLA L.	1201	Surplus/Excess Tax	Refunds	0000	No Department	$	89.40
7/22/2019	HEINLMAN, YVONNE	1201	Surplus/Excess Tax	Refunds	0000	No Department	$	47.99
7/23/2019	YU, CHIH-MING & KAO FU-MEI	1201	Surplus/Excess Tax	Refunds	0000	No Department	$	1,661.91
7/25/2019	CURRY, ADAM	1201	Surplus/Excess Tax	Refunds	0000	No Department	$	705.84
7/25/2019	Rukshunda Hussain	1201	Surplus/Excess Tax	Refunds	0000	No Department	$	14.32
7/25/2019	Maken Corporation	1201	Surplus/Excess Tax	Refunds	0000	No Department	$	152.90
7/25/2019	RITTER, JACQUELYN	1201	Surplus/Excess Tax	Refunds	0000	No Department	$	426.75
7/26/2019	Trustee - Anderson Township	1201	Surplus/Excess Tax	Refunds	0000	No Department	$	54.00
7/26/2019	VANDERLINDEN, JAMA	1201	Surplus/Excess Tax	Refunds	0000	No Department	$	456.62
7/30/2019	Ewin, Karen	1201	Surplus/Excess Tax	Refunds	0000	No Department	$	46.84
8/2/2019	Hist. Newburgh Farmer's Market	1159	Health	Refunds	0000	No Department	$	75.00
8/2/2019	LANE, GENEVA FLORENCE	1201	Surplus/Excess Tax	Refunds	0000	No Department	$	30.28
7/26/2019	American Grease & Septic LLC	1000	General	Unappropriated-Exp	0000	No Department	$	503.06
7/22/2019	Old National Bank - Bonds	4501	TIF-Epworth Road	Expense-Epworth	0000	No Department	$	192,838.75
7/22/2019	Old National Bank - Bonds	4501	TIF-Epworth Road	Expense-Epworth	0000	No Department	$	436,580.00
7/22/2019	Old National Bank - Bonds	4501	TIF-Epworth Road	Expense-Epworth	0000	No Department	$	377,234.50

7/24/2019	Stoll Keenon Ogden P LLC	4501	TIF-Epworth Road	Expense-Epworth	0000	No Department	$	2,855.35
7/24/2019	Fidlar Technologies Inc	1189	Recorder Records Perpetuation	Laredo Expense	0000	No Department	$	1,656.70
7/24/2019	Morley & Associates Inc.	4501	TIF-Epworth Road	Expense-State Road	0000	No Department	$	42.50
7/24/2019	Fiber Utilities Group	4501	TIF-Epworth Road	Expense-State Road	0000	No Department	$	5,000.00
7/24/2019	Stoll Keenon Ogden P LLC	4504	Redevelopment- Sr 62 Project	Expense-State Road	0000	No Department	$	1,925.00
7/24/2019	Fiber Utilities Group	4504	Redevelopment- Sr 62 Project	Expense-State Road	0000	No Department	$	5,000.00
7/24/2019	Beam, Longest And Neff	1138	Cumulative Capital Development	CUM CAP Dev-Bridge	0000	No Department	$	1,169.33
8/2/2019	American Structurepoint Inc	4903	Edit-Construction	OAKGROVE RD(CO LINE-SR 261)	0000	No Department	$	5,599.58
7/31/2019	GIBSON COUNTY CLERK'S OFFICE	4903	Edit-Construction	BELL ROAD	0000	No Department	$	500.00
7/31/2019	GIBSON COUNTY CLERK'S OFFICE	4903	Edit-Construction	BELL ROAD	0000	No Department	$	3,850.00
7/31/2019	GIBSON COUNTY CLERK'S OFFICE	4903	Edit-Construction	BELL ROAD	0000	No Department	$	3,600.00
7/31/2019	GIBSON COUNTY CLERK'S OFFICE	4903	Edit-Construction	BELL ROAD	0000	No Department	$	600.00
							$	1,743,875.12

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, August 12th, 2019. IC 5-11-10-2 permits the governing body to sign the accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing. We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, in the total amount of: $1,743,875.12 Dated this 12nd day of August, 2019. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Terry Phillippe, Member

Debbie Stevens, Auditor

Version 7/18/2019

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT

FILED
AUG 3 0 2019

EDS #: A249-20-L190102
Des. No.: 1802049
CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the Warrick County, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

B. Notices to INDOT regarding project management shall be sent to respective District Office:

Vincennes District Office
3650 South U.S. Hwy 41
Vincennes, Indiana 47591

C. Notices to the LPA shall be sent to:

Warrick County
107 W Locust Street, Suite 301
Boonville, Indiana 47601

Version 7/18/2019

B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2024 and June 30, 2026**, INDOT will schedule the cost estimate for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.

D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI GENERAL PROVISIONS

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

B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

Version 7/18/2019

2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where probable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

6. As required by IC §5-22-3-7:
   (1) The LPA and any principals of the LPA certify that:
      (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
         i. IC §24-4.7 [Telephone Solicitation Of Consumers];
         ii. IC §24-5-12 [Telephone Solicitations]; or
         iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];
      in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
      (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
   (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations.
      (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
      (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

Version 7/18/2019

working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

J. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

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

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

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

4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above; or otherwise receiving actual notice of such conviction;

N. **Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

O. **Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

(a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

(b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

(c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

(d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

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

Q. **Non-Discrimination.**

1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting

religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

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

e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Agreement until the LPA complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

R. **Payment.** All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

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

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

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

1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant

Non-Collusion

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

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

LPA: Warrick County

_____
Print or type name and title

_____
Signature and date

_____
Print or type name and title

_____
Signature and date

_____
Print or type name and title

_____
Signature and date

LPA DUNS # _____

Attest

_____
Auditor or Clerk Treasurer

STATE OF INDIANA
Department of Transportation

Recommended for approval by:

_____
Steven Duncan, Director
Contract Administration Division

Date: _____

Executed by:

_____ (FOR)
Joseph McGuinness, Commissioner

Date: _____

Department of Administration

_____
Lesley A. Crane, Commissioner

Date: _____

State Budget Agency

_____
Zachary Q. Jackson, Director

Date: _____

Approved as to Form and Legality:

_____ (FOR)
Curtis T. Hill, Jr., Attorney General of Indiana

Date: _____

This instrument prepared by:

Autumn Castro
August 5, 2019

Version 7/18/2019

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See http://www.in.gov/indot/2523.htm). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See http://www.in.gov/indot/2493.htm).

2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be accordance with INDOT's consultant selection procedure.

3. REQUIREMENTS FOR ADDITIONAL CONTRACTS

   A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:

      1. use the "LPA-CONSULTANT Agreement", which is found at http://www.in.gov/indot/2833.htm and is incorporated by reference; or

      2. use a form of agreement that has been reviewed and approved by INDOT.

4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.

5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.

6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

Version 7/18/2019

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.

13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See http://www.in.gov/indot/2389.htm). The LPA shall execute written use and occupancy contracts as defined in this Policy.

14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:

    a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.

    b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:

       1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.

       2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.

       3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.

    c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:

       1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.

       2. INDOT may elect to pay its obligations under the provisions of the construction contract.

       3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

Version 7/18/2019

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.

2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.

3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.

4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.

5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.

6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.

7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.

8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.

9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.

10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.

11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

Version 7/18/2019

1. Costs will be eligible for FHWA participation provided that the costs:

   (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;

   (2) Are verifiable from INDOT's or the LPA's records;

   (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;

   (4) Are included in the approved budget, or amendment thereto; and

   (5) Were not incurred prior to FHWA authorization.

II. **Billings.**

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.

2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.

3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.

III. **Repayment Provisions.**

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

Attachment D, Page 2 of 2

The INDOT LPA Agreement is located on File in its entirety in the Auditor's Office.

Version 7/18/2019

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT

FILED
AUG 3 0 2019

EDS #: A249-20-1-100103
Des. No.: 1802506
CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **Warrick County**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

B. Notices to INDOT regarding project management shall be sent to respective District Office:

Vincennes District Office
3650 South U.S. Hwy 41
Vincennes, Indiana 47591

C. Notices to the LPA shall be sent to:

Warrick County
107 W Locust Street, Suite 201
Boonville, Indiana 47601

Page 1 of 13

Version 7/18/2019

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

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

SECTION I **PROJECT DESCRIPTION.** INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

SECTION II **LPA RESPONSIBILITIES.** The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III **INDOT RESPONSIBILITIES.** INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV **PROJECT FUNDS.** INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V **TERM AND SCHEDULE.**

A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between July 1, 2023 and June 30, 2024, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

Page 2 of 13

B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2024 and June 30, 2026, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.

D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI GENERAL PROVISIONS

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

B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

D. **Authority to Bind LPA.** The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

E. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

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

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

F. **Compliance with Laws.**

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have required knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

6. As required by IC §5-22-3-7:
   (1) The LPA and any principals of the LPA certify that:
      (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
         i. IC §24-4.7 [Telephone Solicitation Of Consumers];
         ii. IC §24-5-12 [Telephone Solicitations]; or
         iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];
      in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
      (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
   (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
      (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
      (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

G. **Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.

2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

H. **Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

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

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

I. **Disputes.**

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10)

> working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

J. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

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

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

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

4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;

5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

K. **Employment Eligibility Verification.**

The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

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

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

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

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

L. **Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon as reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

M. **Funding Cancellation Clause.** As required by Financial Management Circular 2007-1 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

N. **Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

O. **Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

(a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

(b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

(c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

(d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this Contract.

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

Q. **Non-Discrimination.**

1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting

discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

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

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

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

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

b. Nondiscrimination: The LPA, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin,

religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

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

e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Agreement until the LPA complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

R. **Payment.** All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

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

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

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

1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant

Version 7/18/2019

to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and

3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

U. Severability. The invalidity of any section, subsection, clause or provision of the Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Agreement.

V. Status of Claims. The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

W. Termination for Convenience. This Contract may be terminated, in whole or in part, by INDOT whenever, for any reason, INDOT determines that such termination is in its best interest. Termination shall be effected by delivery to the LPA of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.

X. General. This Contract represents the entire understanding between the PARTIES relating to the subject matter, and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing, reference this Section 2.20 and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract.

The remainder of this page is intentionally left blank.

Page 12 of 13

Version 7/18/2019

Non-Collusion

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

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

LPA: Warrick County

Print or type name and title

Signature and date

Print or type name and title

Signature and date

Print or type name and title

Signature and date

LPA DUNS # _____

Attest

Auditor or Clerk Treasurer

This instrument prepared by:

Autumn Castro
07/19/2019

STATE OF INDIANA
Department of Transportation

Recommended for approval by:

Steven Duncan, Director
Contract Administration Division

Date: _____

Executed by:

_____ (FOR)
Joseph McGuinness, Commissioner

Date: _____

Department of Administration

Lesley A. Crane, Commissioner

Date: _____

State Budget Agency

Zachary Q. Jackson, Director

Date: _____

Approved as to Form and Legality:

_____ (FOR)
Curtis T. Hill, Jr., Attorney General of Indiana

Date: _____

Page 13 of 13

Bridge 310 INDOT LPA Agreement is located on File in its entirety in the Auditor's Office.

8/12/2019 10:55 812 234 7402 BURNSTRUCKTIRESERVES #5901 P.001/001

ATT. Bobby HOWARD

291684

Statement

DATE 8-13-19 TERMS

TO Warrick County Highway Dep
FAX 812-897-6208
812-897-6127 or 812-897-6127

IN ACCOUNT WITH Tom Burns 812-243-3028
919 E. Barbara Lane
Terre Haute IN. 47802

2004 International Dump Trk
Vin. No 1HTWDAAR94J014662
Model No. 7400
Engine DT 466
Milage 125,000

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT
			$15000.00

Approved by Board 8/12/19

Version 7/18/2019

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT

FILED
AUG 30 2019

EDS #: A349-20-L190103
Des. No.: 1802906
CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **Warrick County**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

B. Notices to INDOT regarding project management shall be sent to respective District Office:

Vincennes District Office
3650 South U.S. Hwy 41
Vincennes, Indiana 47591

C. Notices to the LPA shall be sent to:

Warrick County
107 W Locust Street, Suite 301
Boonville, Indiana 47601

Page 1 of 13

The INDOT LPA Agreement-Prospect Drive-is located in its entirety on File in the Auditor's Office.

Warrick County Sheriff's Office
SHERIFF MICHAEL K. WILDER
P.O. Box 487 • 100 S.R. 62 West • Boonville, IN 47601 • (812) 897-6180
Fax: (812) 897-3654 • www.warrickcountysheriff.com

August 1, 2019

To: Dan Saylor, President
Warrick County Board of Commissioners

From: Michael Wilder
Warrick County Sheriff

Subject: Declaring handguns surplus

I am writing to request permission from the Board of Commissioners to declare one of our handguns, one Glock model 43, 9mm caliber semi-automatic with serial number **BKDG900**, as surplus. It is the tradition of the Warrick County Sheriff's Office to allow a deputy who retires from active duty, with over eight years of service, to keep their issued handgun. The Glock mentioned above was issued to Sergeant Scott Whitlow. Sgt. Whitlow was hired as a Warrick County Deputy Sheriff on December 23,1988 and he retired on August 5, 2019. Please grant this request to allow Sgt. Whitlow to keep the weapon and for me to be able to remove it from my inventory.

Respectfully,
Michael Wilder
Sheriff Michael Wilder

Dan Saylor
Dan Saylor, Commissioner

Approved by motion on 8-12-19