WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
September 9, 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, Chief Deputy Auditor BJ Farrell, and Secretary Kristine Georges attended and recorded the minutes.

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

PLEDGE OF ALLEGIANCE

AREA PLAN COMMISSION
REQUEST FOR EXTENSION OF SURETY
WILLOW ESTATES

Commissioner Saylor: Thank you. You may be seated. Good afternoon everyone. Welcome. First item on the agenda is our APC. Sherri, it's all yours.

Sherri Rector: Thank you. The first item is Request for Extension of Surety. It's Willow Estates by Thompson Homes, INC, by Thomas Thompson, President. We're holding ninety-six thousand five hundred and seventy-four dollars and sixty-three cents ($96,574.63) for street, sidewalk, and drainage construction. They have had four (4) years. Their letter of credit expires on October 1, 2019. And Bobby has reviewed the dollar amounts and signed off.

Commissioner Saylor: Hi, Sir.

Jim Morley Jr.: Jim Morley, Jr., Project Engineer. Can answer any questions you may have.

Commissioner Saylor: Bobby, you got any comment on this?

Bobby Howard: The dollar amount is sufficient.

Commissioner Saylor: Okay. So, the dollar amount, Commissioners, you have any questions? No? Do I have a motion?

Commissioner Johnson: Make a motion to extend the surety request.

Commissioner Phillippe: I second.

Commissioner Johnson: For Willow Estates.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Jim Morley Jr.: Thank you.

Commissioner Saylor: Thank you, Sir.

(Willow Estates Extension is located on Page 16 of these Official Minutes)

REQUEST TO RELEASE SURETY
FIELDCREST PLACE SECTION 2 PHASE 1

Sherri Rector: The next is Request for Release of Surety. It's Fieldstone Place (This was misstated. It is Fieldcrest Place), Section 2, Phase 1, by Fieldcrest, LLC. Thomas Thompson. We're holding thirty-two hundred dollars ($3,200.00) in surety in escrow for drainage construction. They have had six (6) years. It expires August 26, 2020. It has been signed off. The work was completed by County Surveyor, Mr. Baxter and by Mr. Howard.

Commissioner Saylor: Bobby?

Bobby Howard: Yeah, the dollar amount is sufficient.

Commissioner Saylor: So, what's this letter here? It says...

Sherri Rector: That's to release. Bobby?

Commissioner Saylor: Was it...?

Bobby Howard: Oh, yeah. It's in.

Commissioner Saylor: So, so it says, the property owner is requesting action to correct the issue. So, that issue's been the fence?

Bobby Howard: Yeah, that's my understanding.

Commissioner Saylor: Alright. Alright.

Jim Morley Jr.: I can tell you that there's a property owner who put a fence across the drainage swell and the, Thompson Homes, no longer, I mean it's just a private person put up their own fence. Thompson Homes sent them a notice that the fence needs to be moved or raised or something and they've not been able to get any action out of that property owner the last time I spoke with them. However, it's private property. They have no authority over them to do anything about the fence. I spoke to Mr. Baxter about that.

Commissioner Saylor: Okay. Alright, Commissioners?

Commissioner Phillippe: Make a motion to release the surety.

Commissioner Johnson: 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).

Jim Morley Jr.: Can I, can I say, just for the record, I think Sherri when you read that you said Fieldstone originally, and it's Fieldcrest.

Commissioner Saylor: Fieldcrest.

Sherri Rector: I'm sorry, Fieldcrest.

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

Sherri Rector: That's all I have, thanks.

Commissioner Saylor: Thank you, Sherri.

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

APPROVAL OF MINUTES
AUGUST 26, 2019

Commissioner Saylor: Next item on the agenda is Approval of our August 26, 2019 Regular Session Minutes. Got a chance to read them and go over them and do we have a motion?

Commissioner Johnson: Make a motion to approve the minutes.

Commissioner Phillippe: I'll second the motion.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

ITEMS FOR DISCUSSION
DISCUSS VAPING EPIDEMIC

Commissioner Saylor: Next item on the agenda, we're gonna skip David and his presentation. Next item on the agenda, we'll go to Item B for discussion. Marge Gianopoulos with Youth First and Doug Gresham.

Marge Gianopoulos: Most people don't get my last name right.

Commissioner Saylor: There's a first for everything. State your name for the record please.

Marge Gianopoulos: Marge Gianopoulos, I'm Assistant Director of Programs for Youth First and Coordinator for Warrick County Cares which is a prevention coalition within Warrick County.

Doug Gresham: And I'm Doug Gresham, Principle of Castle High School.

Marge Gianopoulos: We wanted just to present to you some information, some concerns that are happening within Warrick County for the past three (3) years. What I have for you, some information, data that explains what's happening in the School Corporation with Vaping and e-cigarettes. We're becoming alarmed. A lot of things have been

of Health, Public Health. It's how different things are measured and one (1) of these are e-cigarettes, electronic cigarettes. For the past, since 2015, these, the data has been, in Warrick County, much higher than the Indiana State. And it's concerning. And Doug is going to explain in a few minutes or another minute or two (2) what's happening at Castle. But, we wanted to share this with you. Information purposes to look further into this. The next page we have the last, the last information from last year's school year. You can see different aspects of what's happening. I thought what was really impressive, not impressive in a good way is that you see JUUL, at Boonville High School by William Wilder our Assistant Principal, is by far the number one (1) device used. He doesn't even remember catching students with regular cigarettes anymore. These are all the electronic cigarettes and it's concerning. Castle has two (2) incidents with cigarettes with THC, the active ingredient of marijuana in their pods. Below that are three (3) various vape shops that are within Warrick County borders. And you can see as well how close they are to certain schools. The convenience stores that are close to schools, this is by far not the full list. Didn't have time to get to that. But you can see where different schools, stores are that sell vape products that are very easy for students to get to. And then some additional information on the third page of what is happening, seventy percent (70%) increase in high school students across the county from 2017 to 2018. Almost a fifty percent (50%) increase on middle school students. Some additional information, there's also the concern of what happens beyond tobacco and nicotine. Marijuana, anything liquid can be vaped and we are seeing a lot more of that. And recent survey and studies have shown that young people that do vape tobacco are more likely to vape marijuana. And that's a concern, especially with the young brain that is not yet developed. So there's some additional information, the Indiana Youth Tobacco Survey, some data there. Indiana high school and middle school students that were surveyed that had ever tried a tobacco product, the e-cigarettes was the most frequent product tried first with cigarettes being second. And that's extremely concerning. Cigarette data had been going down, tobacco data for the past number of years. And a huge jump now with e-cigarettes. They've increased about fourfold amount Hoosier youth between 2012 and '14, again despite that reduction in regular tobacco. So, there's some addition information that I'm certainly not going to read to you, the CDC just recently came out this week and said that people should stop vaping. Indiana had a death due to vaping. It's an adult but we know what happens in a community with adults happens with youth. There's been five (5) people around the county who have died in the recent few months that are directly linked to vaping. And the last piece of paper is one (1), Warrick County Cares works with Indiana youth or Indiana Youth Institute and we provide youth worker cafés and on September 26th we're going to be holding a café about vaping. And I would invite you to come. You're certainly welcome to come. So, I'm going to pass it off to Doug.

Doug Gresham: I just wanted to come today and back up the things that Marge is saying and how we've seen an explosion in vaping in our schools. From what I hear, it's both in the middle schools and high schools. We've gone from twenty-six (26) instances of students being disciplined from a vape product three (3) years ago to over a hundred (100) incidences last year. So just in three (3) years, it's really exploded. I've had conversations with students and they say that they typically start for the same reasons as you usually smoke cigarettes, teenage rebellion thing to do. But they get addicted very quickly and then they are not able to stop what they're doing. So we're, we're real concerned about the health implications for our students both currently and down the road. So, any assistance you could provide in helping us curb this with our youth we'd greatly appreciate.

Commissioner Saylor: Doug, when you catch these students, do you call the parents in and have a conversation with them?

Doug Gresham: Every single time.

Commissioner Saylor: And what, what's the feedback you get from them.

Doug Gresham: A lot of parents don't realize what a health danger it is.

Commissioner Saylor: But they're aware of their kids' vaping?

Doug Gresham: Most of the time.

Commissioner Saylor: Wow.

Doug Gresham: I'd say maybe half and half. Half are aware that it's been going on, and the other half, it's news to them. These vapes, they're odorless. They're colorless. It doesn't do the scent like traditional marijuana joints or cigarettes used to do. So, it's much more difficult for both school officials and parents with their kids with it.

Marge Gianopoulos: Students get caught because, not caught, but there's, you know the vaping, the juices that are used often are not regulated. The can be mixed in the back of a store. They are fruit flavors, cotton candy. I don't, I'm an adult. I don't like cotton candy anymore. And you know, there's cherry and there's all these other wonderful flavors and then they get hooked. And that's the real concern. You know, this is something that's going to be a lifelong addiction for them. So.

Commissioner Saylor: Disappointing.

Marge Gianopoulos: Yeah.

Commissioner Saylor: Never had to worry about this with the Saylor kids. Their dad was a little different.

Marge Gianopoulos: So, thank you very much.

Commissioner Saylor: Thank you.

Commissioner Johnson: Thank you.

Commissioner Phillippe: Thank you.

Commissioner Saylor: Appreciate your time in coming.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
ENERGY SYSTEMS GROUP PAYOUT

Commissioner Saylor: Alright. Where's Payge?

Commissioner Johnson: Not here.

Hester Lubbehusen: She's not here. They're on their way.

Commissioner Saylor: Okay. Alright.

Hester Lubbehusen: They're about five (5) minutes out.

Commissioner Saylor: So, let's go ahead and we'll skip, Roger, we'll go ahead and jump to you then.

Roger Emmons: Thank you, Mr. President. If you don't mind, I'd like to introduce, gave you some information earlier about the ESG at your August 26th meeting. You approved all but fifty thousand dollars ($50,000.00) of the final retainage amount. That particular pay app was revised and we submitted that for payment. All but the remaining fifty thousand ($50,000.00). In addition, at your August 12th meeting you approved a Partial Acceptance Certificate. And I only received today the Final Acceptance Certificate from Ryan Baker and the latest invoice which is the final invoice from ESG for the fifty thousand ($50,000.00). So, I, I don't even have it written down anywhere. I've just got it here. But you did discuss how you wanted to proceed at your August 26th meeting. You don't have to approve this. You can table it to your September 23rd meeting that way it gets put on officially and posted for public notice. But it's up to the Board.

Commissioner Saylor: Let me ask you this, where are we at on the punch list? Is that a hundred percent (100%) completed or is there still…?

Roger Emmons: I don't think it's a hundred percent (100%). I think there's still some minor items such a painting a threshold and they just got the east and west steps recoated.

Commissioner Saylor: Let's make a motion, Bob.

Roger Emmons: I think it would be well done to table it.

Commissioner Saylor: Commissioners, do I have a motion?

Commissioner Johnson: I have a motion to table it until our next meeting…

Commissioner Saylor: 23rd.

Commissioner Johnson: 23rd of September.

Commissioner Phillippe: I'll second your motion.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries to table. (Motion carried 3-0). Thank you.

Roger Emmons: Thank you very much.

REQUEST FROM A+ DERR HEATING AND COOLING TO CLOSE SECTIONS OF PEACHWOOD DRIVE AND FRUITWOOD LANE

Roger Emmons: Next item I have is an annual request, I think it's the second or third annual from Christian Anderson. He owns A+ Derr Heating and Cooling. And I think he's on Peachwood Drive. And last year he had sent a request in to block off portions of Peachwood Drive and Fruitwood Lane for a block party. And they said it was a great success. This year they'd like to have it on Saturday, September 28th from 12:00 PM, noon to 7:30 PM. I sent you a copy of that email plus his map showing the locations of the closures on those two (2) streets and their certificate of liability insurance with the County as an additional insured/certificate holder. I don't think, Sheriff Wilder, do you have any, I don't recall any issues from last year's. And I know that Bobby probably, and his crew, take the barricades and cones down on Thursday, September 26th.

Sheriff Wilder: Yeah, we didn't do any security. They did it just by the barricades and we didn't receive any complaints. We did have an officer go by last year and check it out and if you know that area, it's not a busy…

Commissioner Saylor: Yeah, I've actually been to it.

Sheriff Wilder: I think it'd be alright without any officers.

Commissioner Saylor: Yeah.

Roger Emmons: And of course any emergency vehicles are going to be, they'll get through of course.

Commissioner Saylor: Sure, sure. It's, they're still parking on that street. I think the barricades are up to where you can still go around and park. So, it's just kind of, there's a lot of kids moving around there, so it keeps them, the traffic (inaudible). So, Sheriff, you're good with it?

Sheriff Wilder: Yes.

Commissioner Saylor: So, do I have a motion? Or does that need to be in a motion to approve.

Roger Emmons: I would.

Commissioner Saylor: Commissioners?

Commissioner Phillippe and Commissioner Johnson: Make a motion…

Commissioner Johnson: Go ahead, Terry.

Commissioner Phillippe: I'll make a motion to approve the request from Christian Anderson and A+ Derr.

Commissioner Johnson: I'll second.

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).

Roger Emmons: Thank you.

WARRICK COUNTY COMPLETE COUNT COMMITTEE FOR 2020 CENSUS APPROVE CHIEF DEPUTY AUDITOR BJ FARRELL AS COMMITTEE CHAIR

Roger Emmons: Next item is regarding the Warrick County Complete Count Committee for the 2020 Census. I'd request by motion you acknowledge and approve the Chief Deputy Auditor BJ Farrell as the Committee Chair. I copied you on my reply of BJ's August 30th email in which I also advised Susie to list this for your action today. We did, or I drafted a letter of commitment and that was sent up, one (1) question for BJ, do I need to mail the original to her?

Chief Deputy Auditor Farrell: No.

Roger Emmons: Okay. Okay, email it?

Chief Deputy Auditor Farrell: I'm sorry, BJ Farrell, Chief Deputy. I believe we emailed it, Roger, cause she could accept that as an email.

Roger Emmons: Yes.

Chief Deputy Auditor Farrell: Yes.

Roger Emmons: Okay, alright, thanks.

Chief Deputy Auditor Farrell: It was a couple weeks ago.

Commissioner Johnson: BJ, I have a question for you real quick.

Chief Deputy Auditor Farrell: Sure.

Commissioner Johnson: Is this done on your own time or is this done during County time?

Chief Deputy Auditor Farrell: Both.

Commissioner Johnson: How much time do you think?

Chief Deputy Auditor Farrell: Right now maybe thirty (30) minutes a day in the office. Maybe an hour (1) at home. I'm reaching out to people through email. We've already got about ten (10) people on the committee-banks, libraries. I've reached out to the School Corporation, non-profits. I got a name from Commissioner Phillippe from Tri-Cap and they're on board. And we will have a training. It's either going to be the 10th or the 14th of October. We've already reserved the space here tentatively 'til we get our date. But we're moving forward and we're going to make sure Warrick County gets counted.

Commissioner Johnson: Okay. Thank you.

Roger Emmons: And Bob, I might add that when, in 2010, when I was involved, that was the same format we used as far as a little bit of time in the office and sometimes outside.

Commissioner Johnson: Okay. Thank you.

Chief Deputy Auditor Farrell: I would like to ask the Commissioners for permission to have Guy post a video on the Commissioner's website that I got sent to me from Chicago. It's all about, You Count, and it's a video about how the process works and then I've asked Guy to help get this set up in here for our training in October.

Commissioner Saylor: So, BJ, that, they'll allow us to use that, publish that on our site?

Chief Deputy Auditor Farrell: Pardon me?

Commissioner Saylor: They will allow us to publish that video?

Chief Deputy Auditor Farrell: Yes, they actually requested if we could do that. That would be great. And then we can share it with other entities. It is a video that they have produced and they have approved and asked us to post it and share it with the community.

Commissioner Saylor: Okay.

Commissioner Johnson: Okay. Thank you.

Chief Deputy Auditor Farrell: Thank you.

Commissioner Saylor: Again is this by motion?

Roger Emmons: Yes.

Commissioner Saylor: Alright. Gentlemen, got a motion for this?

Commissioner Johnson: Make a motion to approve the Complete Count Committee allowing BJ to chair that committee and also to post the video on our Commissioner website.

Commissioner Phillippe: I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

REQUEST FOR FMLA LEAVE

Roger Emmons: Next, I have a request. She's not here yet, is she? Request for FMLA. All the required documents have been submitted and proper signatures on those documents. I'd recommend your approval by motion and it's a Highway employee.

Commissioner Phillippe: I make a motion to approve the FMLA.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

COUNTY SHARE OF BOONVILLE DOWNTOWN PLAZA PROJECT JBI CONSTRUCTION PAY APPLICATION #7

Roger Emmons: Next is the County's share of the Boonville Downtown Plaza Project. It's JBI Construction, INC, Application, Pay Application #7. Excuse me. I copied you on my September 4th email to Susie about this. And also was a forward of an email from Midwestern Engineers, Project Engineer Clint Rose, and a copy of the Pay App attached which was in the amount of eleven thousand eight hundred eighty-nine dollars eight cents ($11,889.08). And it covers the month of July 2019.

Commissioner Johnson: What's the retainage on that, Roger?

Roger Emmons: Retainage, you mean on this particular one (1) or on the remaining?

Commissioner Johnson: Remaining.

Roger Emmons: Balance to finish plus retainage says seventy-three thousand seven-thirty-three-forty-one ($73,733.41). And let me see here, right now the total retainage to date is a little over forty-three thousand ($43,000.00). It's forty-three-'o-seventy-seven-thirty-six ($43,077.36).

Commissioner Saylor: Still got some money left.

Commissioner Saylor: Forty thousand ($40,000.00)?

Commissioner Phillippe: I'm okay with the small amount. We still, we still have some issues that need fixed though.

Commissioner Johnson: I would agree with that. I'll second.

Commissioner Saylor: So, I have a first by Terry. A second by Bob. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Okay.

Commissioner Saylor: To pay the eleven...eleven thousand eight-eighty-nine point 'o-eight ($11,889.08).

(JBI Pay Application #7 is located on Pages 18 through 19 of these Official Minutes)

DISCUSS RESOLUTION 2019-08 COUNTY ECONOMIC DEVELOPMENT PLAN FOR GRANT SUBMITTAL FOR HISTORIC JAIL

Roger Emmons: One (1) last item, Mr. President. Just in passing and to introduce it today, draft Resolution 2019-07. This, the format of this was left with us at your last meeting by Debbie Bennett-Stearsman when she was here discussing the grant submittal and the second round for our Historic Jail Grant. And this Resolution establishes Regional Economic and Community Development Improvement Projects for Warrick County. And this has a copy of our Capital Improvement Plan attached which was pursuant to Debbie's suggestions. Given that this also didn't make it on today's agenda, I'd recommend you table it to your September 23rd meeting.

Commissioner Saylor: Do I have a motion to table?

Commissioner Phillippe: I make a motion to table.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

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

WALL ISSUES WITH MIDWESTERN

Commissioner Johnson: Before we get away from this too far...

Roger Emmons: Oh, wait, we have Miss Lemen.

Commissioner Johnson: Roger, this Midwestern, where we at with them addressing the issues on the wall? Do we have any resolutions? Or they just going to hope it goes away?

Commissioner Phillippe: We have a more, we have a more comprehensive list other than just the wall.

Commissioner Johnson: Okay.

Commissioner Phillippe: Actually, I asked Roger this morning what the retainage amount was and when do we present that list to them.

Commissioner Johnson: Probably the sooner the better.

Commissioner Saylor: I agree. I think that list, because there's, the wall's cracking in several places not where the crack control joints were put in. So, I kind of thought that would, so, so do you have, do you have a pretty substantial list then?

Commissioner Phillippe: I do. Yep.

Commissioner Saylor: So, you've given that to Roger?

Commissioner Phillippe: I have not yet.

Roger Emmons: Not yet.

Commissioner Saylor: So, if you can give that to him and then we can send, put them on, how, when, when would be a good time to address these issues? Maybe we need to set up a meeting.

Roger Emmons: I mean, I'd say we'd want to sit down with them and present our list.

Commissioner Saylor: Okay.

Commissioner Phillippe: Okay.

Commissioner Saylor: Alright. Sounds good.

Roger Emmons: You just let me know whenever, if you want to do that.

Commissioner Saylor: Okay.

Commissioner Johnson: Is that an electronic list, Terry?

Commissioner Phillippe: Yeah.

Commissioner Johnson: Can you email that to me?

Commissioner Phillippe: Yeah.

Commissioner Johnson: Thank you.

Commissioner Saylor: Alright, so, Roger, and Roger, you said that was it?

Roger Emmons: Yes, Sir.

Commissioner Saylor: Okay.

PRESENTATION OF SCHOLARSHIP BY DAVID BOTTORFF, AIC AND JANE KLEMME, SRI PAYGE LEMEN – TECUMSEH HIGH SCHOOL SENIOR

Commissioner Saylor: Before we get to our good looking County Attorney, we'll go, we'll get, go back to David Bottorff and, with IA...AIC presentation of the scholarship.

David Bottorff: Thank you, Commissioners, for the opportunity to present here again. David Bottorff with the Association of Indiana Counties. And this is the second year in a row that we've actually given a scholarship to a student from Warrick County. I remember being here last year. Congratulations, you're doing something great. This is a state-wide scholarship contest and we only give out four (4) scholarships per year. So, to have the same county represented twice I think is quite an honor and testament to the community. We do this is conjunction with SRI who does a lot of tax sales and Jane Klemme will come up in a few minutes and say a few words as well. But the recipient has to be a, their parent or grandparent or relative has to be, has to work for the County and so this year Ester Lubbehusen, (Hester Lubbehusen) I don't think I've got that right. But she works for the Superior Court Clerk. And so it's her granddaughter who is the winner. And she sent her essay in and her other accomplishments and what a fantastic young person. And hopefully she'll return to the community cause it looks like she has a bright future. She's going to USI; plans to be a pediatric nurse. And through high school, she sent her accomplishments and she played multiple sports, basketball, volleyball, cross-country, and then she had four (4) knee surgeries she said through high school. So that's a lot to, to overcome. And she also participated in FFA, National Honor Society, was an officer in the senior class and doing all that and upheld her grades. So very proud that we're able to give this check to her. It's a five hundred dollar ($500.00) scholarship. We wish it could be more but we did try to spread these out a bit and recognize students throughout the state. Ironically, three (3) of them are from the Southwest District. I'm going to Daviess County tomorrow and back to Perry County in the afternoon. So, again, you're doing something great down here in Southwest Indiana so congratulations. So, I'll see if Payge wants to come up and we'll give her the check with Jane and her grandmother is here and her mother April is here as well. Jane, you want to make a few comments?

Jane Klemme: I just wanted to say what an honor it is to be able to do this and congratulations and on behalf of SRI and the Association of Indiana Counties. We'd like to present you with this check.

Payge Lemen: Thank you.

David Bottorff: I didn't tell her she might get to say something.

Payge Lemen: I'll just go ahead and thank all of you, too.

Commissioner Johnson: Great job. Keep up the good work.

Commissioner Saylor: Thank you. Keep up the good work.

David Bottorff: If it's okay, we'll do pictures afterwards if that's okay.

Commissioner Saylor: That's fine. Now, David, one (1) of the qualifications of this check is they do have to stay in Warrick County after they (inaudible)? That's right? Is that correct?

David Bottorff: Well, we do want them to return to the community. That's for sure.

April Skelton: You do now have a hospital in Warrick County. (Inaudible).

Roger Emmons: That's right.

April Skelton: She's kind of changed her major to nurse practitioner (inaudible).

Roger Emmons: Wow.

April Skelton: (Inaudible) facility in Warrick County.

Commissioner Saylor: Bob, Terry, and those of us, we've got to be nice to her. We might need her.

Commissioner Johnson: In a week or two (2).

David Bottorff: Thanks for all you all's support of the Association and again allowing me to come and do this.

Commissioner Saylor: Thank, thank you, David.

Commissioner Johnson: Thank you.

Commissioner Saylor: Good deal.

Roger Emmons: That was excellent.

Commissioner Saylor: Good stuff.

COUNTY ATTORNEY
LAW ENFORCEMENT RECORDING APRA FORM

Commissioner Saylor: Alright. So, next item on the agenda is our County Attorney. And Mr. Glass is in court so, John Goth, take it away.

John Goth: Thank you, Mr. President. I am passing around Warrick County Sheriff's Office File Request Form and Sheriff Wilder might want to come up and elaborate a little bit more. But just as a preface, Sheriff Wilder asked our office to come up with a form that they could use to charge individuals requesting certain law enforcement recordings because there's a little more expense involved with disseminating those documents pursuant to an access public records request. So this is the form that we came up with. And it's all pursuant to Indiana Code.

Sheriff Wilder: Yes, Sheriff Wilder, we are starting, officers do wear body cams. Through those body cams we're receiving a lot of requests through the civil side. Obviously, when it's a criminal proceeding it's done through the courts through discovery and things like that but we are starting to receive a lot of requests through different, mostly through attorneys through civil, child hearings and things. But whatever else we may receive. But to the body cam footage when it becomes a public record, we have to have someone review that body cam. The officer may be on scene forty-five (45) minutes to an hour depending on the type of call. Maybe less. But if there's three (3) to four (4) guys there, that's four (4) hours of video if they're all four (4) there. And at that time we have to go back and take out certain things. If there was blood, a child. So, it's very, very consuming. So, it was my understanding, reaching out to the attorney, we could charge a fee. The State Statute allows that, and up to a hundred and fifty dollars ($150.00). We've done this and basically, it's a carbon copy of what a lot of other, mainly EPD, but what most other police departments are doing. It's really not enough. If you ask my secretary, she spent a whole week trying to get one (1) body, one (1) hour worth of body cam because you know, you have to redact a child that was in it the entire, of his body cam. But it is, by public record, what you have to do. We're just wanting to have a fee at least to recoup our time.

Commissioner Saylor: Mike, where's that money go once that fee's charged.

Sheriff Wilder: I believe it's going to go into, that's a good question. It's set up to go into a…

John Goth: I anticipated your exact question. I have it right here. It goes, can be used without appropriation for one (1) of the following purposes, purchase cameras and other equipment, for use in the connection of the agencies law enforcement recording program, for training concerning law enforcement recording and just to defray the cost of producing and copying the recordings themselves. So, that itself is laid out by Statute what you can use it for.

Sheriff Wilder: Mainly, I think we'll have to use it to continue to buy, our body cams now are about five (5) years old and they get beat up. And they're not too cheap to replace. So, I assume we'll probably, where most of that will eventually go.

Commissioner Saylor: Just replace them.

Sheriff Wilder: Replacing the body cams we have.

Commissioner Saylor: Good deal.

Sheriff Wilder: That's what that is if there's any questions on it.

Commissioner Saylor: Commissioners, you guys have any questions on it.

Commissioner Johnson: Other than, the only question I have is what do we need to do here?

John Goth: You just need to formally approve it.

Commissioner Johnson: Approve the form.

John Goth: To be used by motion. And the Sheriff's Office can begin using it.

Commissioner Johnson: I make a motion to approve the Warrick County Sheriff's Office Law Enforcement Recording Form for individuals requesting recordings pay a fee.

Commissioner Phillippe: Quick question. It's not related to the form. So, if I were to come in and request a copy of that video, chain of command wise, that's just my copy and I can do with it whatever I want?

Sheriff Wilder: Well, first of all, you'll have, we'll make you fill out a form. And I think on the form, you may not have had a chance to review all of it, ask what your purpose of having the video is for. Whether you are a party in it and things. We won't just give any video out. If it's part of a criminal investigation, then it won't be distributed. If we find that it has no bearing then, we'll sometimes check the public records to, but as far as that, once it's given to you, it would be your discretion to disseminate it however you wanted. Obviously, any type of repercussions, you know, legally by other parties involved if you would do something. But once it's public record, it's kind of like, I guess if they're...

John Goth: That's why the redaction (inaudible).

Sheriff Wilder: Yeah, that's why we by law have to redact certain things. But I'm sure someone, if you did, still took a body cam, if your boss and his wife in a domestic or somehow got your hands on it, just disseminated it on Facebook, you would potentially face slander. So then maybe. But I mean, I'm not a big fan of having to release our body cams anyway. It's there to protect the officer and the person, not to be the highlight of somebody else. Not a big fan of all that.

Commissioner Phillippe: Okay.

Commissioner Saylor: Alright. So, I have a motion by Bob.

Commissioner Phillippe: Second.

Commissioner Saylor: Second by Terry. All in favor signify by saying, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Sheriff Wilder: I do have a quick question because of the money, I assume, maybe Debbie might be able to answer this. Do we need to set up an account that that then goes into? Or...?

Auditor Stevens: We probably need to talk, John. Maybe a, may require establishing a fund.

Sheriff Wilder: Cause it's going to have to go into something even if it's by Statute (inaudible) fines.

Auditor Stevens: Yeah.

Sheriff Wilder: We can work on that.

Auditor Stevens: Okay.

Commissioner Johnson: Let me ask you a question, Sheriff.

Sheriff Wilder: Yes.

Commissioner Johnson: If I may, it says here, separate form required for each law enforcement recording requested. You brought up a scenario of maybe three (3), four (4) officers at a scene wearing body cams. Would each one (1) of those officers be a separate recording or is it all encompassing?

Sheriff Wilder: It would be, if they wanted, let's say we were at a certain residence three (3) times that week for each incident. The day we were there, if they request an incident on the September 16th that be all, we would understand that, that incident, but they wanted the other day, it's going to be a separate one (1) for another recording.

Commissioner Johnson: Okay.

Sheriff Wilder: As a matter of fact, I didn't look at it real close or anything, I think for each, no, the body cam, it's just incident there's a fee.

Commissioner Johnson: Okay.

Sheriff Wilder: But they want three (3) different days, it's three (3) different fees. Three (3) different, that's three (3) separate incidences.

Commissioner Johnson: Just pretty time consuming.

Sheriff Wilder: Very time consuming. There is some software out there that does a better job than what we have right now. But it is because, first of all the supervisor has to review it and see if its, and gives it, passes it down to someone else to put all the time and effort into it. I mean, it's not, it's very frustrating.

Commissioner Phillippe: So, it would be, to your point, if it's per incident. You've got three (3) officers on the scene then you've got to perform the redaction process three (3) times.

John Goth: And we can do more work on this. But, I think, based on the statutory reading, you can charge for each individual attempt that would need to redact information. It's three (3) different officers cameras at the same event, you could, you could potentially charge a hundred and fifty dollars ($150.00) for each request.

Sheriff Wilder: And it may be written that way. I apologize. I don't have it right in front of me. It may be for each actual body cam footage that's your...

Commissioner Johnson: Well, this says each and it's underlined. It doesn't specify each.

Sheriff Wilder: (Inaudible), I think, I was getting myself thinking here on the spot. I think it is for each camera. Cause each one (1) is time consuming. An hour, they say an hour worth of body cam is about five (5) hours' worth of time to review and redact. I don't know if that's right. But it's a lot. My secretary's ready to quit after the last one (1). And she's not getting a dime of this. But, it's very time consuming.

Commissioner Saylor: It says, 'per recording.'

Sheriff Wilder: Yeah, so, it is per recording. Sorry.

John Goth: Yeah, no, that's good.

Commissioner Johnson: Okay, that answered my question. Thank you.

Sheriff Wilder: Thank you, all.

Roger Emmons: Thank you, Sheriff.

(Law Enforcement Recording APRA is located on Page 19 of these Official Minutes)

ESTABLISHING FEE FOR COSTS OF OPERATION IN ISSUING BONDS ORDINANCE 2019-20

Commissioner Saylor: Alright. John, you're still on.

John Goth: Thank you, Mr. President. The last thing I have is an Ordinance that's going around. This is for, this allows for the Economic Development Department, Economic Development Commission to charge a fee to a developer in a bond issuance. And this is according to Statute, they are allowed to charge up to ten thousand dollars ($10,000.00) per bond issuance just to recoup the costs of the Economic Development Commission and having to have their members come down for per diem expenses or for other costs relating to the issue of the bond itself. So, this is just basically, according to Statute, pretty common language and it just needs your approval if you...

Commissioner Saylor: What would be our Ordinance number?

Kristine Georges: The Ordinance number would be 2019-20.

Commissioner Saylor: '20. Alright. Do I have a motion to approve Ordinance 2019-20, Establishing a Fee for Cost of Operations Issuing Bonds?

Commissioner Phillippe: I make that motion.

Commissioner Johnson: And I'll second.

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

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

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

Commissioner Saylor: Thank you. Is that all you have, John?

John Goth: Um hum.

Roger Emmons: Going to have them sign yours?

John Goth: Yep, I've got one (1) right here.

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

COUNTY AUDITOR NON-CERTIFIED CLAIM

Commissioner Saylor: Alright. Next item on the agenda is our County Auditor. Mrs. Stevens.

Auditor Stevens: Thank you. Non-Certified Claims. Just one (1). There's a purchase for a carton, case of Kleenex. Forty-nine-ninety-nine ($49.99) on a Quill purchase for a total of one hundred thirty dollars and fifty-seven cents ($130.57).

Commissioner Saylor: Do I have a motion to pay the Non-Certified Claim?

Commissioner Phillippe: Make a motion to pay the Claim.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Thank you.

(Non-Certified Claim is located on Pages 20 of these Official Minutes)

CERTIFIED CLAIMS

Auditor Stevens: Total Certified Claims are two hundred seventy-six thousand eight hundred sixty-four dollars and ninety-nine cents ($276,864.99).

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to pay the Claims.

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Thank you.

Commissioner Saylor: Thank you.

(Certified Claims are located on Pages 21 through 23 of these Official Minutes)

PAYROLL CLAIMS

Auditor Stevens: Last one (1) is Payroll Claim, Voucher totaling four hundred eighty-six thousand three hundred twenty-one dollars and twenty-one cents ($486,321.21).

Commissioner Johnson: What is this, Deb?

Auditor Stevens: Payroll.

Commissioner Johnson: Why are we approving that?

Auditor Stevens: It's, well it's a regular Commissioner's Claim to approve. Pardon?

Roger Emmons: We used to.

Auditor Stevens: I know we used to. But, it should go through a meeting.

Commissioner Phillippe: What was the amount again?

Auditor Stevens: Four hundred eighty-six thousand three hundred twenty-one dollars and twenty-one cents ($486,321.21).

Commissioner Saylor: Okay, do I have a motion to pay our employees?

Commissioner Johnson: Make a motion to pay the Payroll Claim.

Commissioner Phillippe: I will second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Commissioner Johnson: I don't recall doing this before. We do?

Auditor Stevens: You sign it.

Commissioner Johnson: I sign it, yes. But, we've never brought it out in an open meeting before.

Auditor Stevens: It should be.

Commissioner Phillippe: So, this is a new process.

Roger Emmons: Probably always should have.

Commissioner Saylor: Okay.

Commissioner Johnson: Why?

Roger Emmons: Because it's just like the expense Claims.

Auditor Stevens: Yeah.

Commissioner Johnson: Was it rolled into the expense Claims before?

Auditor Stevens: No, they're two (2) separate vouchers.

(Payroll Claim is located on Page 23 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
TELEPHONE ROAD CONSULTANT CONTRACT FOR PE SERVICES WITH LOCHMUELLER GROUP

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

Bobby Howard: Yeah, I just have one item. For the Telephone Road Project from Bell Road to Fuquay, we were awarded the Federal dollars. We have signed the State LPA Contract and now we have the LPA Consulting Contract where we had scored it with Lochmueller Group. And I have that contract here. It's been reviewed by INDOT. And it is in the amount of nine hundred four thousand eight hundred and ten dollars ($904,810.00). I recommend approval. This is for the preliminary engineering through right-of-way services.

Commissioner Saylor: Got a motion?

Commissioner Phillippe: Make a motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: (Inaudible).

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

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

Commissioner Saylor: Okay. Thank you, Bobby.

(Lochmueller Contract is located on Pages 24 through 30 of these Official Minutes)

COMPLETION DATE FOR OAK GROVE ROAD

Chief Deputy Auditor Farrell: Excuse me. May I ask Bobby a question as a representative from my neighborhood? Do you know, are we still on target for Oak Grove to be completed at the end of October?

Bobby Howard: Yes, the end of October, first of November. Depends on weather and when striping can be done.

Chief Deputy Auditor Farrell: Okay, cause I know they're doing that intersection with Coal Mine.

Bobby Howard: They hope, yeah, they're finishing up the curb on that this week. Intermediate, our basin intermediate should be September 10th, weather permitting. And then they plan on having surface done at the end of October and then it has to be striped and all the signs get put up. Then it should be open to traffic. So, we're hoping it's around the end of October, first part of November.

Chief Deputy Auditor Farrell: Perfect. I'll let them, people in our neighborhood know.

Bobby Howard: And then Clearview should be next.

Chief Deputy Auditor Farrell: Awesome. Thank you so much.

Commissioner Saylor: Next item, you say that's it, Bobby?

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

COUNTY PURCHASING
WATER TANK FOR SHERIFF

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

Joe Grassman: Joe Grassman, Purchasing Manager. At your last meeting, Sheriff Wilder brought up a couple bids for a new hot water storage tank out at the Jail which had failed. It was leaking. And you requested that he get with me and we get a few more quotes. We ended up with four (4) quotes. We'd like to ask you to award that tonight if you would to the lowest bidder. The lowest responsible, responsive bidder was J.E. Shekell with a low bid of eight thousand one hundred dollars ($8,100.00) for a two hundred (200) gallon tank which they can have delivered to them in two (2) or three (3) days. So, they can get on it rather quickly.

Commissioner Saylor: And Mike, that's one (1) of two (2) tanks that, this tank has failed.

Sheriff Wilder: Correct.

Commissioner Saylor: And the other one (1) is the same age?

Sheriff Wilder: The first one (1) is actually two hundred fifty (250) gallon tank. Which Joe came out and he spoke with some of them and we agreed this one (1) is more of a backup tank. Two hundred (200) gallons saves us, what? Two thousand dollars ($2,000.00)?

Joe Grassman: Yeah. The cheapest, yeah.

Sheriff Wilder: So, all of them bidded a two hundred (200) gallon tank, cause it's more of a backup. It's also used, if, you know, the hot water, obviously. But, so, we tried to save a little money by going to a smaller, since it's just a backup tank.

Commissioner Saylor: How old is the primary tank?

Sheriff Wilder: Hmmm.

Commissioner Saylor: Could fail any time?

Sheriff Wilder: Yeah, I mean, I really couldn't, I don't know if they're the originals or not. If they're originals and thirty (30) years old.

Commissioner Saylor: Are they metal or plastic?

Sheriff Wilder: Metal.

Commissioner Saylor: Metal.

Sheriff Wilder: They're metal, yeah.

Commissioner Saylor: Are they replacing with a metal tank?

Sheriff Wilder: Yes.

Commissioner Saylor: Okay.

Sheriff Wilder: And it's not just some closet you walk in and have this, easy, there's a lot of labor intensive to get the one (1) out and get the other one (1) in too.

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

Commissioner Johnson: Make a motion to approve the water tank to the lowest bidder.

Commissioner Phillippe: I will second.

Commissioner Saylor: Okay, that's J.E. Shekell?

Sheriff Wilder: Yeah.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Joe Grassman: Alright. Thank you. That's all I have.

Commissioner Saylor: Thanks, Joe. Thanks, Sheriff.

Commissioner Johnson: Thanks, Joe.

COUNTY SHERIFF
DECLARE HANDGUN SURPLUS

Commissioner Saylor: Next item on the agenda, Sheriff.

Sheriff Wilder: (Inaudible) a lot today.

Commissioner Saylor: Get your money's worth.

Sheriff Wilder: This is just a, Sheriff Wilder, this is just a request. It's standard, we had an officer retire with over thirty years. We kind of, we have a standard there that we've always had if someone makes it ten (10) years of service at the Sheriff's Office, they receive their handgun. This officer's got thirty (30) plus years that retired. That's what this is for.

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

Commissioner Phillippe: 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). Sheriff.

Sheriff Wilder: Thank you.

(Handgun Surplus Paperwork is located on Page 24 of these Official Minutes)

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Saylor: Okay, next item on the agenda is Commissioner Items. Commissioner Phillippe?

Commissioner Phillippe: I have nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: No, Sir.

Commissioner Saylor: I have nothing. Meeting adjourned. Oh, I need a motion.

Commissioner Phillippe: I'll make a motion to adjourn.

Commissioner Saylor: Meeting adjourned.

ADJOURNMENT: Meeting adjourned at 4:44 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

Dan Saylor

DAN SAYLOR, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

TERRY PHILLIPPE, MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

Willow Estates

BOARD OF COMMISSIONERS:

President

Member

Member

ATTEST:

Auditor

Date: 9/9/19

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

812.464.9585 office 812.464.2514 fax
4100 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

FILED
AUG 29 2019
WARRICK COUNTY
AREA PLAN COMMISSION

August 29, 2019

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

RE: Willow Estates
Letter of Credit Extension
Morley Project # 10087.4.001 A

Dear Plan Commission:

On behalf of our client, Thompson Homes, Inc. of the above referenced subdivision, we respectfully request a one-year extension at the existing letter of credit amount of $96,574.63. Approximately 80% of the subdivision streets, sidewalks, and drainage system have been completed. However, there are a couple remaining items that require attention before a final inspection and sign off can take place.

Due to unfavorable weather conditions and time constraints the subdivision streets, sidewalks, and drainage system cannot be completed by August 26, 2019 as required by the letter from Warrick County Area Plan Commission dated August 1, 2019.

I recommend retaining the above-mentioned amount to ensure that all street and drainage items are installed and completed.

Thank you.

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

JAMES E. MORLEY REGISTERED No. 10100250 STATE OF INDIANA PROFESSIONAL ENGINEER
8-29-19

8-30-19

cc: Warrick County Engineer – Bobby Howard
Thompson Homes, Inc. – Nick Thompson
File

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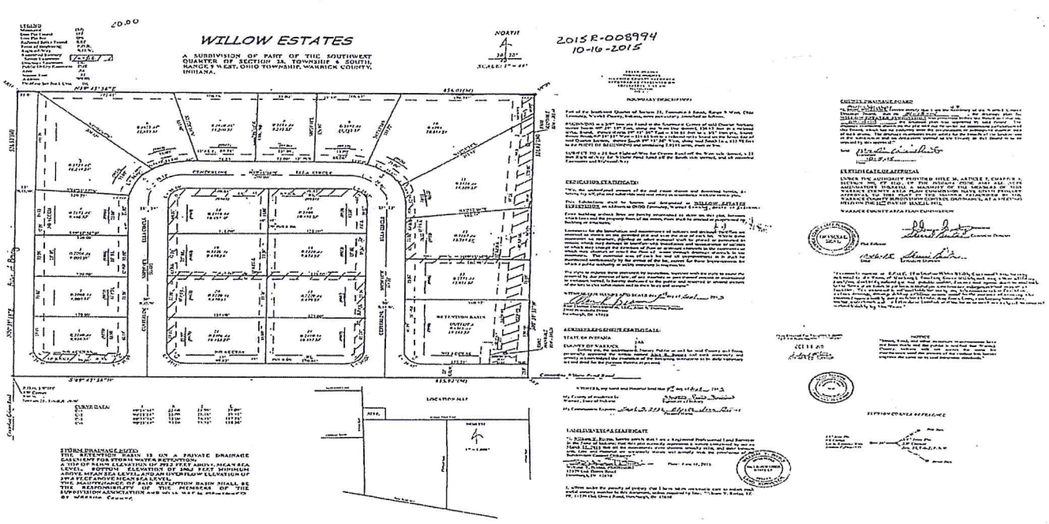

Fieldcrest Place Section 2 Phase 1

BOARD OF COMMISSIONERS:

President

Member

Member

ATTEST:

Auditor

Date: 9/9/19

MORLEY

ARCHITECTS | ENGINEERS | SURVEYORS

812.464.9585 office 812.464.2514 FAX
4800 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

August 22, 2019

FILED
AUG 22 2019
SURVEYOR WARRICK COUNTY IN

FILED
AUG 22 2019
WARRICK COUNTY
AREA PLAN COMMISSION

Warrick County Area Plan Commission
Attention: Sherri Rector
107 W. Locust Street, Suite 201
Boonville, IN 47601

Re: Fieldcrest Place Section 2 Phase 1
Private Storm Sewer Extension
Morley Project #5138.4.003B

Dear Plan Commission:

On behalf of our client, Fieldcrest LLC, we respectfully request the release of surety for the drainage of Fieldcrest Place Section 2, Phase 1.

A private fence on lot 16 was installed in a manner that restricts the flow in the drainage swale along the north side of the subdivision. A certified letter has been sent to the property owner requesting action to correct the issue. The fence is considered the private property of the residential owner and thus not controlled by the developer.

All other drainage in the above stated subdivision has been inspected and it has been installed in general compliance with the approved plans.

If you have any questions, comments, or require additional information, please contact our office at (812) 464-9585.

Sincerely,

James E. Morley, PE, PS
Managing Engineer

JAMES E. MORLEY
REGISTERED
No. 10100250
STATE OF
INDIANA
PROFESSIONAL ENGINEER
8-22-19

APPROVED
Date: 8-26-19
Warrick County Surveyor

Encl: Secondary Plat

cc: File
Phil Baxter
Client

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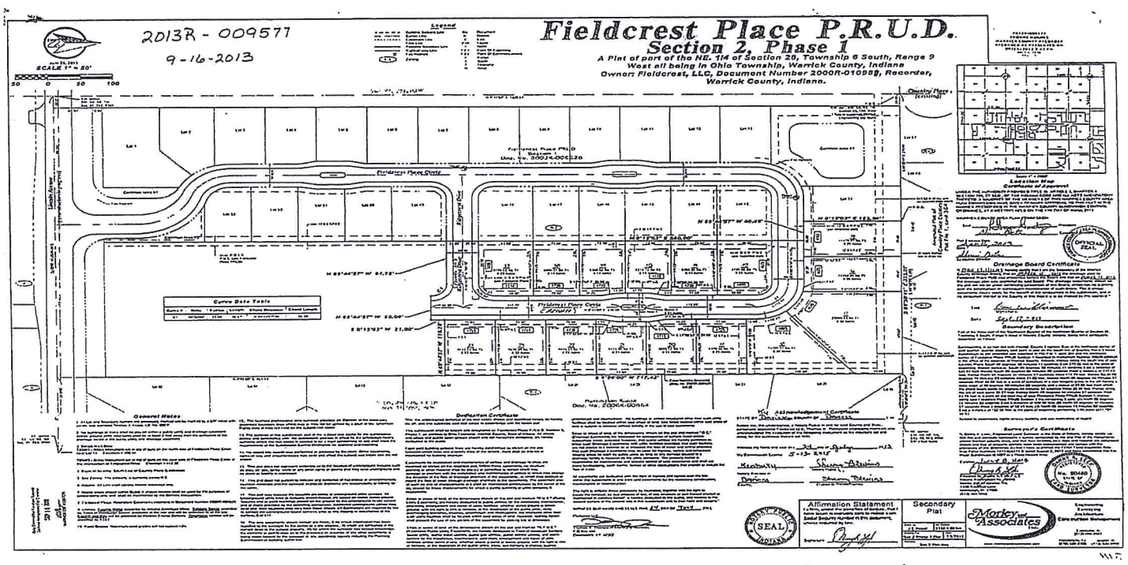

Roger Emmons

From: Clint Roos
Sent: Tuesday, September 3, 2019 5:14 PM
To: Roger Emmons
Cc: Tammy Winsett; Chris Coffey
Subject: Boonville Downtown Plaza - JBI Pay Application #7 for Warrick County
Attachments: Pay Application #7 JBI - Warrick County.pdf

Hi Roger,

Attached is Pay Application #7 for JBI on the Downtown Plaza project.

Pay Application #7 – This pay application is in the amount of $11,889.08. On Page 2 of the Pay Application, Column C (Estimated Quantity Installed) shows the quantity installed during the pay application period which was from 7/1/19 to 7/31/19. Total installed during this period was $13,210.08, retainage withheld during this period was $1,321.00. Chris and I have reviewed the pay application and would recommend to the Commissioner's that payment be made to JBI in the amount of $11,889.08.

If you have any questions, please let me know.

Thanks,
Clint

Clint W. Roos, P.E.
Midwestern Engineers, Inc.
802 West Broadway St.
P.O. Box 295
Loogootee, Indiana 47553
(812) 295-2800
(812) 295-2801 (fax)
Cell # (812) 296-0102
www.midwesternengineers.com

Midwestern Engineers, Inc.

1

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 7

To (Owner): Warrick County	Application Period: 07/01/19 - 07/31/19	Application Date: 8/9/2019	
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		$177,947.30
5		$55,701.50
10	$3,040.00	$3,300.00
TOTALS	$3,040.00	$243,079.00
NET CHANGE BY CHANGE ORDERS	-$240,039.00	

1. ORIGINAL CONTRACT PRICE	$	$692,759.00
2. Net change by Change Orders	$	-$240,039.00
3. Current Contract Price (Line 1 ± 2)	$	$452,720.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$430,773.60
5. RETAINAGE:		
a. X 10% Work Completed	$	$43,077.36
b. X Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	$43,077.36
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$387,696.24
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$375,807.16
8. AMOUNT DUE THIS APPLICATION	$	$11,889.08
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	$73,733.41

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 Payment;
(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 interests, 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: Scott Roos Date: 8/9/2019

Payment of: $ Eleven Thousand Eight Hundred Eighty-Nine Dollars and Eight Cents
(Line 8 or other - attach explanation of the other amount)
is recommended by: Clint W. Roos (Engineer) 8/20/19 (Date)

Payment of: $ Eleven Thousand Eight Hundred Eighty-Nine Dollars and Eight Cents
(Line 8 or other - attach explanation of the other amount)
is approved by: X (Owner) 9.9.2019 (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 Period: 07/01/19 - 07/31/19

Application Number: 7

Application Date: 8/9/2019

A					B	C	D	E	F		
Item		Contract Information									
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
003	Clearing Right of Way	0.10	ls	$125,000.00	$12,500.00	0.10	$12,500.00		$12,500.00	100.000%	
004	Temporary Silt Fence	1,070.00	lft	$2.00	$2,140.00						$2,140.00
007	Concrete Wall, Remove	1,039.00	lft	$33.00	$34,028.00		$34,028.00		$34,028.00	100.000%	
010	Subgrade Treatment, Type II	757.00	syd	$32.00	$24,224.00		$24,224.00		$24,224.00	100.000%	
013	Sidewalk, Concrete	757.00	syd	$48.00	$36,336.00		$36,336.00		$36,336.00	100.000%	
014	Curb Ramp, Concrete	52.00	syd	$130.00	$6,760.00		$6,760.00		$6,760.00	100.000%	
015	Detectable Warning Surfaces	20.00	syd	$165.00	$3,300.00						$3,300.00
017	Curb & Gutter, Concrete, Modified	49.00	lft	$38.00	$1,862.00		$1,862.00		$1,862.00	100.000%	
018	PCCP for Approaches, 9"	57.77	syd	$95.00	$5,488.15		$5,488.15		$5,488.15	100.000%	
019	Wall	1,070.00	lft	$185.00	$197,950.00		$194,712.50		$194,712.50	98.364%	$3,237.50
022	Surface Seal	1,500.00	syd	$2.00	$3,000.00		$3,000.00		$3,000.00	100.000%	
025	Pipe, Type 4, Circular, 4"	1,170.00	lft	$16.00	$18,720.00	25.00	$18,120.00		$18,120.00	96.795%	$600.00
036	Maintaining Traffic	0.348	dol	$115,000.00	$40,020.00	3,520.08	$22,753.32		$22,753.32	56.853%	$17,266.68
039	Ballard	3.00	ea	$1,200.00	$3,600.00						$3,600.00
056	Curb & Gutter, A, Concrete	613.00	lft	$28.00	$17,164.00		$17,164.00		$17,164.00	100.000%	
057	Architectural Surface Treatment	1,605.00	sft	$19.50	$31,297.50		$30,785.63		$30,785.63	98.363%	$511.87
1060	Detectable Warning Surfaces (Yellow)	20.00	sya	$152.00	$3,040.00	20.00	$3,040.00		$3,040.00	100.000%	
	Totals				$461,429.65		$430,773.60		$430,773.60	93.356%	$30,656.05

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

WARRICK COUNTY SHERIFF'S OFFICE

Request For Access to LAW ENFORCEMENT RECORDINGS (Body Camera and Vehicle Camera)
Pursuant to Indiana Access To Public Records Act (Ind. Code 5-14-3-1, *et seq.*, as amended)
SEPARATE FORM REQUIRED FOR EACH LAW ENFORCEMENT RECORDING REQUESTED

Date of Request: _____ Time of Request: _____

Name of person requesting information: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Organization: _____

For purposes of determining whether you are making this request as a "Requestor" under Ind. Code 5-14-3-5.1, please check all that apply:

- ☐ I am an individual depicted in the law enforcement recording
- ☐ I am the surviving spouse or an immediate family member of a person depicted in the law enforcement recording who is now deceased.
  Name of deceased person: _____
- ☐ I am the personal representative or attorney for the estate of a person depicted in the law enforcement recording who is now deceased.
  Name of deceased person: _____
- ☐ I am the legal guardian, attorney, or attorney-in-fact (under Power of Attorney) of a person depicted in the law enforcement recording who is an "incapacitated person" under Ind. Code 29-3-1-7.5.
  Name of incapacitated person: _____
- ☐ With regard to real estate the interior of which is depicted in the law enforcement recording, I am:
  - ☐ An Owner
  - ☐ A Tenant, lessee or occupant at the time of the recording

  Address of real estate: _____
- ☐ I am a victim of a crime, and events relevant to that crime are depicted in the recording.
- ☐ I am a person who has suffered a loss due to personal injury or property damage, and the recording depicts events relevant to my loss.
- ☐ None of the above descriptions apply to me.

Please identify the Law Enforcement Recording. *All items marked with an asterisk (*) are required.*

* DATE of Law Enforcement Activity depicted in the recording: _____

* Approximate TIME of Law Enforcement Activity depicted in the recording: _____

* Specific LOCATION where the Law Enforcement Activity occurred: _____

_____

* NAME of at least one (1) individual, other than a law enforcement officer, who was directly involved in the Law Enforcement Activity depicted in the recording: _____

Other information that will help us identify and locate the requested recording: _____

_____

[CONTINUED ON FOLLOWING PAGE]

Mode of Access:
☐ I wish to VIEW the recording using the agency's equipment
☐ I wish to obtain a COPY of the recording

Initial Response: I understand that the Access to Public Records Act requires an initial response to my request within a specified time period, but does not require the agency to provide the copies or access to view the recording within a specified time period, and that the copy or access will be provided within a reasonable period of time after the initial response to my request.

Denial of Request: I understand that if my request is denied, the Warrick County Sheriff's Office will respond in writing and state the statutory exception authorizing the withholding of all or part of the public record and the name and title or position of the person responsible for the denial.

Warrick County may provide me with its response to this request:

By MAIL at _____

By FAX at _____ By EMAIL at _____

Other _____

Records that do not exist: I understand that an agency is not required to create any record(s) in response to a request. An agency is only required to disclose records that exist at the time the request is made.

Charges: The charge for copies of Law Enforcement Recordings is up to One Hundred Fifty and 00/100 Dollars ($150.00) per recording.

Other charges may apply to cover direct costs of reproducing records using other media, and for viewing records access pursuant to Ind. Code 5-14-3-3.6 or 5-14-3-5.1.

A fee will be charged for the certification of records and for the facsimile transmission of records.

Postage will be charged for mailing the requested records to you. To avoid postage charges, you may pick up documents in person or send a self-addressed, stamped envelope.

All charges must be paid to the Warrick County Sheriff's Office before the requested records will be provided.

Signature of Person Making Request _____

ORDINANCE 2019-20

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING THE WARRICK COUNTY CODE OF ORDINANCES TO CREATE A NEW SECTION 37.44 FEES FOR COSTS OF OPERATION IN ISSUING BONDS

WHEREAS, the Ind. Code 36-7-12-29 permits an economic development commission to charge a fee to cover the costs of operation in the issuing of bonds by a governmental unit;

WHEREAS, the Warrick County Economic Development Commission recommends the establishment of a fee that may be charged by the Commission in order for the Commission to cover its costs in the issuance of a privately funded bond under Ind. Code 36-7-12, *et seq.*; and

WHEREAS, the Board of Commissioners of Warrick County, Indiana, desire to establish a fee that may be charged by the Warrick County Economic Development Commission to allow the Commission to recover costs of operation incurred by the Commission as a result of the issuance of a privately funded bond under Ind. Code 36-7-12, *et seq.*

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Warrick County, Indiana, that:

The Code of Ordinances of Warrick County, Indiana, Section 37.40 is hereby amended to include a new Section 37.44, entitled "Fee for Costs of Operation in Issuing Bonds" as follows:

(A) The Warrick County Economic Development Commission shall charge a fee to be paid to the Commission to cover its costs of operation in the issuing of bonds by Warrick County under Ind. Code 36-7-12-25. Said fee amount shall be payable to the Commission solely from revenues and receipts derived from the financing agreement or from payments made under a guaranty agreement by developers, users, or related persons.

(B) A fee charged by the Warrick County Economic Development Commission under this Section 37.44 shall not exceed One Percent (1%) of the total amount of the issuance of the respective bond. Notwithstanding the foregoing, the fee charged by the Commission shall not exceed Ten Thousand Dollars ($10,000.00) per issue for a single-project issue, or Ten Thousand Dollars ($10,000.00) per project in the case of program financing under Ind. Code 36-7-12-18.5.

(C) Any funds collected pursuant to this Section 37.44 shall be used to compensate and reimburse the Commission for expenses associated with the issuance of bonds under Ind. Code 36-7-12, *et seq.*, including, without limitation, payment of per diem fees payable to the Commission, costs of operation, and other expenses or economic

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development projects, according to the discretion of the Board of Commissioners of Warrick County.

(D) Nothing in this Section 37.44 shall be construed as to authorize the Warrick County Economic Development Commission to charge a fee to be paid to the Commission to cover its costs of operation in the issuing of bonds which represent a general obligation of Warrick County or are payable in any manner from revenues raised by taxation.

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 9th day of September, 2019.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Terry S. Phillippe, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Todd T. Glass, Esq. #13982-18
Fine & Hatfield A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

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Warrick County Claims for Payment
09-09-2019 Non-Certified Claims

Quill

Total: $49.99 (Claim Total Is $130.57) $ 49.99

Clerk: Kleenex

Dan Saylor, President

Bob Johnson, Vice President

Terry Phillippe, Member

Debbie Stevens, Auditor

Effective Date	Payee Name 1	Fund	Fund Desc	Acct Desc	Loc	Loc Desc	Amount
8/22/2019	Ricky J Ashby	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	Ricky J Ashby	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	7.60
8/22/2019	BARCLAY, BLAINE	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	BARCLAY, BLAINE	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	12.92
8/22/2019	BUHRMESTER, KELLY	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	BUHRMESTER, KELLY	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	11.78
8/22/2019	DEU, TIMOTHY	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	DEU, TIMOTHY	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	1.14
8/22/2019	FISHER, SHERRY	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	FISHER, SHERRY	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	7.60
8/22/2019	FLAKE, JULIET	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	FLAKE, JULIET	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	10.64
8/22/2019	FREIMILLER, BRUCE	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	FREIMILLER, BRUCE	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	11.40
8/22/2019	FULKERSON, KELLEE	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	FULKERSON, KELLEE	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	10.26
8/22/2019	GUSGESKI MORSE, CHRISTIN	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	GUSGESKI MORSE, CHRISTIN	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	9.50
8/22/2019	HAYES, JORDAN	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	HAYES, JORDAN	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	9.12
8/22/2019	HESS, PAULA	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	80.00
8/22/2019	HESS, PAULA	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	14.44
8/22/2019	JONES, BRENDA	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	JONES, BRENDA	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	4.18
8/22/2019	KING, LARRY	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	KING, LARRY	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	8.36
8/22/2019	LEWIS, HALEY	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	80.00
8/22/2019	LEWIS, HALEY	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	17.48
8/22/2019	MCBRIDE, LARRY	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	MCBRIDE, LARRY	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	9.12
8/22/2019	Jennifer McDaniel	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	Jennifer McDaniel	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	7.60
8/22/2019	MCDONALD, KIM	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	MCDONALD, KIM	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	4.18
8/22/2019	MITCHELL, MICHAEL	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	80.00
8/22/2019	MITCHELL, MICHAEL	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	12.16
8/22/2019	MOHTATI, NEAMAH	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	MOHTATI, NEAMAH	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	7.22
8/22/2019	MURPHY, ROGER	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	80.00
8/22/2019	MURPHY, ROGER	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	9.88
8/22/2019	NEEL, DREW	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	NEEL, DREW	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	7.98
8/22/2019	Parke, Timothy	1000	General	Per Diem-Petit Jury	0201	Superior Court #1	15.00
8/22/2019	Parke, Timothy	2503	Jury User Fees	User Fee-Sup Crt 1	0000	No Department	6.84

8/23/2019	BUSH, JIM	1219	Park & Recreation	Unappropriated	0000	No Department	300.00
8/23/2019	Cathy Oser	1215	Election And Registration	Travel Expense	0000	No Department	206.69
8/23/2019	Chodkiewicz, Cheryl	1000	General	Travel Expense	0009	County Prosecutor	32.56
8/23/2019	Child Support Enforcement Agen	8099	93.563 Prosecutor Incentive	Expense	0000	No Department	108.75
8/23/2019	Clark Dietz, Inc.	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	918.88
8/23/2019	Clerk Of The Courts-Annual Fee	1000	General	Membership Dues	0009	County Prosecutor	180.00
8/23/2019	Clerk Of The Courts-Annual Fee	1000	General	Membership Dues	0009	County Prosecutor	180.00
8/23/2019	Clerk Of The Courts-Annual Fee	1000	General	Membership Dues	0009	County Prosecutor	180.00
8/23/2019	Clerk Of The Courts-Annual Fee	1000	General	Membership Dues	0009	County Prosecutor	180.00
8/23/2019	Clerk Of The Courts-Annual Fee	1000	General	Membership Dues	0009	County Prosecutor	180.00
8/23/2019	Clerk Of The Courts-Annual Fee	1000	General	Membership Dues	0009	County Prosecutor	180.00
8/23/2019	Clerk Of The Courts-Annual Fee	1000	General	Membership Dues	0009	County Prosecutor	180.00
8/23/2019	Courtney Persohn	4921	DD/DC Program Income	Operating Expenses	0000	No Department	200.00
8/23/2019	David Heal	1211	Guardian Ad Litem	Contract Services	0000	No Department	160.16
8/23/2019	Dossett Consulting	8899	93.563 Clerk IV-D Incentive	General Supplies	0000	No Department	500.00
8/23/2019	EXPRESS SERVICES INC.	1000	General	Contract Services	0068	County Commissioner	369.20
8/23/2019	First Bankcard	1219	Park & Recreation	Concession Supplies	0000	No Department	41.83
8/23/2019	First Bankcard	1219	Park & Recreation	Maintenance Supplies	0000	No Department	97.56
8/23/2019	First Bankcard	1219	Park & Recreation	Concession Supplies	0000	No Department	107.12
8/23/2019	First Bankcard	1219	Park & Recreation	Concession Supplies	0000	No Department	(41.83)
8/23/2019	Frontier	1222	Statewide 911	Contract Services	0000	No Department	294.79
8/23/2019	FULKERSON, DEBBIE	1000	General	General Supplies	0003	County Treasurer	19.13
8/23/2019	Indiana American Water	1112	LIT Economic Development	Freidman Park	0000	No Department	61.06
8/23/2019	Indiana American Water	1112	LIT Economic Development	Freidman Park	0000	No Department	47.76
8/23/2019	Barclay, Jack	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	17.16
8/23/2019	JSK Associates Inc.	1112	LIT Economic Development	Elberfeld Sewer 2017	0000	No Department	1192.50
8/23/2019	JSK Associates Inc.	9245	2019 Regional Cities Grant	Elberfeld Sewer 2017	0000	No Department	270.00
8/23/2019	Beem, Judy	1000	General	Unappropriated-Exp	0000	No Department	169.84
8/23/2019	Patricia Perry	1215	Election And Registration	Travel Expense	0000	No Department	180.20
8/23/2019	Shammah Investments LLC	1204	Tax Sale Redemption	Redemption Payouts	0000	No Department	1275.77
8/23/2019	Shammah Investments LLC	1205	Tax Sale Surplus	Surplus Payouts	0000	No Department	1855.58
8/23/2019	Sprint	1000	General	Cell Phones	0005	County Sheriff	87.82
8/23/2019	SRI Inc.	1000	General	Unappropriated-Exp	0000	No Department	1592.10
8/23/2019	SRI Inc.	1000	General	Unappropriated-Exp	0000	No Department	4500.00
8/23/2019	TOWN OF NEWBURGH - WATER	1000	General	Utilities	0008	County Assessor	56.37
8/23/2019	U.S. Bank	1000	General	General Supplies	0012	Veterans Service Office	41.15
8/23/2019	U.S. Bank	1000	General	General Supplies	0001	Clerk Of Circuit Court	139.87
8/23/2019	U.S. Bank	8899	93.563 Clerk IV-D Incentive	General Supplies	0000	No Department	9.90
8/23/2019	U.S. Bank	1215	Election And Registration	General Supplies	0000	No Department	149.78
8/23/2019	Unifirst Corporation	1219	Park & Recreation	Uniforms	0000	No Department	31.26
8/23/2019	United Consulting Engineers	8509	Bridge 2017-2020 Phase 1	Bridge Inspection Expense	0000	No Department	899.50

8/30/2019	Association / Indiana Counties	1000	General	Travel Expense	0061	County Council	180.00
8/30/2019	Arab	1000	General	Fuel & Pest Control	0162	Court House Annex	90.00
8/30/2019	AT&T Mobility	1000	General	Mobile Command Unit	0302	Emergency Services	31.24
8/30/2019	AT&T Mobility	1000	General	Contract Services	0302	Emergency Services	93.76
8/30/2019	Barclay, Jack	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	30.00
8/30/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	2505.31
8/30/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	2696.39
8/30/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	272.06
8/30/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	614.06
8/30/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	372.59
8/30/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	215.85
8/30/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	1002.43
8/30/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	264.96
8/30/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	500.97
8/30/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	339.41
8/30/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	914.27
8/30/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	237.60
8/30/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	0531	Maintenance & Repair	316.32
8/30/2019	Unifirst Corporation	5251	Motor Vehicle Highway Restrict	Uniforms	0000	No Department	218.85
8/30/2019	Unifirst Corporation	1169	Local Road & Street	Payroll Withholding	0000	No Department	37.98
8/30/2019	Vectren Energy Delivery	1000	General	Other Supp & Equip	0000	No Department	6.50
8/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0162	Court House Annex	460.07
8/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	36.29
8/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	96.58
8/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	36.02
8/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	820.09
8/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	54.08
8/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	15.48
8/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	182.34
8/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	19.04
8/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	0531	Maintenance & Repair	17.75
8/30/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	2143.55
8/30/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	1777.86
8/30/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	1069.58
8/30/2019	Detra Lewis	9115	2019 Problem Solving Grant	Expense	0000	No Department	105.00
9/3/2019	Anthony Todisco	4922	Sheriff Cont Ed Law	Continuing Education	0000	No Department	150.00
9/3/2019	Todd Neff	4922	Sheriff Cont Ed Law	Continuing Education	0000	No Department	150.00
9/3/2019	Allstate Insurance Co	5200	PR Withholding-Insurance	Boston Mutual	0000	No Department	520.75
9/3/2019	Arab	1000	General	Pest Control	0380	Jail	45.00

9/3/2019	Warrick County Treasurer	1197	Storm Water Management Oper	Gas,Oil, Lubricants	0000	No Department	901.26
9/3/2019	Warrick County Treasurer	4908	Building Commission	Gas,Oil, Lubricants	0000	No Department	42.65
9/3/2019	Warrick County Treasurer	9200	Recovery Resources	Think For A Change Facilitat	0000	No Department	900.00
9/3/2019	Warrick County Treasurer	1197	Storm Water Management Oper	Equipment	0000	No Department	177.98
9/3/2019	Warrick County Treasurer	1197	Storm Water Management Oper	Equipment	0000	No Department	27.13
9/3/2019	Warrick County Treasurer	4901	Wccc Program Income	Travel Expense	0000	No Department	30.07
9/3/2019	Warrick County Treasurer	1201	Surplus/Excess Tax	Refunds	0000	No Department	520.00
9/3/2019	Warrick Publishing Co	1000	General	Legal Notices	0068	County Commissioners	12.00
9/3/2019	Storage Guardian	1000	General	Contract Services-Lic Fee	0106	Data Processing (Computers)	227.81
9/3/2019	Storage Guardian	1000	General	Contract Services-Lic Fee	0106	Data Processing (Computers)	103.84
9/3/2019	Storage Guardian	1000	General	Contract Services-Lic Fee	0106	Data Processing (Computers)	470.20
9/3/2019	Storage Guardian	1000	General	Contract Services-Lic Fee	0106	Data Processing (Computers)	110.57
9/3/2019	Storage Guardian	1000	General	Contract Services-Lic Fee	0106	Data Processing (Computers)	461.39
9/3/2019	Storage Guardian	1000	General	Contract Services-Lic Fee	0106	Data Processing (Computers)	211.27
9/3/2019	Storage Guardian	1000	General	Contract Services-Lic Fee	0106	Data Processing (Computers)	26.20
9/3/2019	Storage Guardian	1000	General	Contract Services-Lic Fee	0106	Data Processing (Computers)	222.78
9/3/2019	Storage Guardian	1000	General	Contract Services-Lic Fee	0106	Data Processing (Computers)	3.43
9/3/2019	Storage Guardian	1000	General	Contract Services-Lic Fee	0106	Data Processing (Computers)	23.22
9/3/2019	Robert E Waters	4907	Warrick County Law Enforcement	Expense	0000	No Department	2522.00
9/6/2019	Anthony Long	1000	General	Pauper Counsel	0202	Superior Court #2	2968.75
9/6/2019	Brett M Roy	1000	General	Pauper Counsel	0232	Circuit Court	2968.75
9/6/2019	Mark K. Phillips, PC	1000	General	Pauper Counsel	0202	Superior Court #2	2968.75
9/6/2019	Martin & Martin, Inc.	1000	General	Pauper Counsel	0201	Superior Court #1	5937.50
9/6/2019	PHILLIPS LAW	1000	General	Pauper Counsel	0232	Circuit Court	2968.75
9/6/2019	Sherry Smith	1000	General	Pauper Counsel	0202	Superior Court #2	989.58
9/6/2019	Sherry Smith	1000	General	Pauper Counsel	0232	Circuit Court	989.58
9/6/2019	Sherry Smith	1000	General	Pauper Counsel	0201	Superior Court #1	989.58
9/6/2019	Warren Mathies	1000	General	Pauper Counsel	0201	Superior Court #1	989.58
9/6/2019	Warren Mathies	1000	General	Pauper Document Copies	0201	Superior Court #1	75.00
9/6/2019	Warren Mathies	1000	General	Pauper Document Copies	0201	Superior Court #1	37.50
9/6/2019	Warren Mathies	1000	General	Pauper Document Copies	0201	Superior Court #1	37.50
9/6/2019	Warren Mathies	1000	General	Comp.Pauper Counsel-Jury Trl	0201	Superior Court #1	500.00
9/6/2019	Warren Mathies	1000	General	Comp.Pauper Counsel-Jury Trl	0201	Superior Court #1	250.00

9/10/2019	Superior Ag Resources	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	125.68
9/10/2019	Superior Ag Resources	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	125.68
9/10/2019	Superior Ag Resources	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	74.08
9/10/2019	Wex Bank (Wright Express)	1000	General	Gas,Oil, Lubricants	0005	County Sheriff	196.93
9/10/2019	5 Star Security Systems	1000	General	Contract Services	0068	County Commissioners	70.00
9/10/2019	Ackerman Oil Co Inc	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	343.75
9/10/2019	Aigner Hardware	1169	Local Road & Street	Road Signs	0000	No Department	9.98
9/10/2019	Aigner Hardware	1169	Local Road & Street	Repairs	0000	No Department	75.98
9/10/2019	Aigner Hardware	1169	Local Road & Street	Repairs	0000	No Department	47.85
9/10/2019	Aigner Hardware	1169	Local Road & Street	Repairs	0000	No Department	468.91
9/10/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	1.05
9/10/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	26.98
9/10/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	5.00
9/10/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	3.49
9/10/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	5.39
9/10/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	44.28
9/10/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	10.00
9/10/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	1.12
9/10/2019	Aigner Hardware	1219	Park & Recreation	Bldg Maint	0000	No Department	11.06
9/10/2019	Auto Wheel And Rim Service Inc	1169	Local Road & Street	Repairs	0000	No Department	22.01
9/10/2019	Customized Apparel	1219	Park & Recreation	Concession Supplies	0000	No Department	388.50
9/10/2019	Ebn Construction & Industrial	1169	Local Road & Street	Repairs	0000	No Department	20.21
9/10/2019	Ebn Construction & Industrial	1169	Local Road & Street	Repairs	0000	No Department	73.49
9/10/2019	Ebn Construction & Industrial	1169	Local Road & Street	Repairs	0000	No Department	39.84
9/10/2019	Gem Chemical Company, Inc	1000	General	Supplies- Janitorial	0162	Court House Annex	158.13
9/10/2019	Gem Chemical Company, Inc	1000	General	Supplies- Janitorial	0162	Court House Annex	364.54
9/10/2019	Hall Signs,Inc.	1169	Local Road & Street	Road Signs	0000	No Department	2271.08
9/10/2019	The Murphy Elevator Co Inc.	1138	Cumulative Capital Development	Elevator Repair	0000	No Department	231.53
9/10/2019	O'Reilly Auto Parts	1219	Park & Recreation	Equip Maint	0000	No Department	93.06
9/10/2019	O'Reilly Auto Parts	1219	Park & Recreation	Equip Maint	0000	No Department	10.99
9/10/2019	Raben Tire Company Inc.	1169	Local Road & Street	Tires & Tubes	0000	No Department	463.48
9/10/2019	Ruxer Truck Center	1169	Local Road & Street	Repairs	0000	No Department	131.15
9/10/2019	Town & Country Pools, Inc.	1219	Park & Recreation	Lake & Beach Supplies	0000	No Department	99.00
9/10/2019	Vision Green	1169	Local Road & Street	Materials	0000	No Department	647.50
9/10/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	21.76
9/10/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	12.65
9/10/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	5.49
9/10/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	6.64
9/10/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	701.23
9/10/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	61.48

9/10/2019	Tri-Mor K9	4105	K-9/Sheriff Donations	Expense	0000	No Department	178.50
9/10/2019	UTILITY PIPE SALES CO.	1197	Storm Water Management Oper	Storm Water Projects	0000	No Department	1148.08
9/10/2019	Ackerman Oil Co Inc	1169	Local Road & Street	Gas,Oil, Lubricants	0000	No Department	199.01
9/10/2019	Aigner Hardware	1169	Local Road & Street	Repairs	0000	No Department	25.99
9/10/2019	Best One Tire & Service	1169	Local Road & Street	Tires & Tubes	0000	No Department	199.13
9/10/2019	Best One Tire & Service	1169	Local Road & Street	Tires & Tubes	0000	No Department	1726.50
9/10/2019	Boonville Lawn And Garden Inc	1169	Local Road & Street	Repairs	0000	No Department	8.24
9/10/2019	Boonville Lawn And Garden Inc	1169	Local Road & Street	Repairs	0000	No Department	10.34
9/10/2019	Ebn Construction & Industrial	1169	Local Road & Street	Repairs	0000	No Department	38.40
9/10/2019	Flint Trading Inc	1169	Local Road & Street	Road Signs	0000	No Department	633.20
9/10/2019	ERB Equipment Company	1169	Local Road & Street	Repairs	0000	No Department	622.50
9/10/2019	FELLER TOWING	1169	Local Road & Street	Repairs	0000	No Department	120.00
9/10/2019	Forterra Pipe & Precast-Midwest	1169	Local Road & Street	Materials	0000	No Department	5200.00
9/10/2019	LeClere Manufacturing, Inc.	1169	Local Road & Street	Repairs	0000	No Department	554.00
9/10/2019	Ruxer Truck Center	1169	Local Road & Street	Repairs	0000	No Department	90.97
9/10/2019	Ruxer Truck Center	1169	Local Road & Street	Repairs	0000	No Department	1256.33
9/10/2019	Sisco's American Hose & Mufler	1169	Local Road & Street	Repairs	0000	No Department	41.17
9/10/2019	Southeastern Equipment Co Inc	1169	Local Road & Street	Repairs	0000	No Department	417.28
9/10/2019	Stello Products Incorporated	1169	Local Road & Street	Road Signs	0000	No Department	2179.16
9/10/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	12.49
9/10/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	4.52
9/10/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	0000	No Department	292.50
9/10/2019	Quill Corporation	1168	Local Health Maintenance	Office Supplies	0000	No Department	178.66
9/10/2019	J & J Supply Inc.	1138	Cumulative Capital Development	Judicial Ctr HVAC	0000	No Department	183.96
9/10/2019	J & J Supply Inc.	1138	Cumulative Capital Development	Judicial Ctr HVAC	0000	No Department	142.69
9/10/2019	Bumper To Bumper / Btb Phoenix	1000	General	Repairs	0068	County Commissioners	9.38
9/10/2019	CDW Government, Inc.	1000	General	General Supplies	0106	Data Processing (Computers)	12.00
9/10/2019	CDW Government, Inc.	1000	General	General Supplies	0106	Data Processing (Computers)	44.62
9/10/2019	Law Office Of Jonathan M Young	4907	Warrick County Law Enforcement	Expense	0000	No Department	450.00
9/10/2019	Law Office Of Jonathan M Young	4907	Warrick County Law Enforcement	Expense	0000	No Department	31.69
9/10/2019	Law Office Of Jonathan M Young	4907	Warrick County Law Enforcement	Expense	0000	No Department	1522.58
9/10/2019	St. Vincent Warrick--EMS	9210	DECC Adult Comm Based Supervis	Travel Expense	0000	No Department	75.00
9/10/2019	Staples Credit Plan	4921	DD/DC Program Income	Operating Expenses	0000	No Department	174.13
9/10/2019	Staples Credit Plan	4921	DD/DC Program Income	Operating Expenses	0000	No Department	10.69
9/10/2019	Staples Credit Plan	4921	DD/DC Program Income	Operating Expenses	0000	No Department	20.04

9/10/2019	Mobilex	1000	General	Physical & Medical	0380	Jail	120.00
9/10/2019	Orthopaedic Associates, Inc	1000	General	Physical & Medical	0380	Jail	97.47
9/10/2019	Orthopaedic Associates, Inc	1000	General	Physical & Medical	0380	Jail	100.56
9/10/2019	Pella Windows And Doors	1219	Park & Recreation	Bldg Maint	0000	No Department	82.47
9/10/2019	Quill Corporation	1000	General	General Supplies	0001	Clerk Of Circuit Court	80.29
9/10/2019	Quill Corporation	8899	93.563 Clerk IV-D Incentive	General Supplies	0000	No Department	5.69
9/10/2019	Quill Corporation	1168	Local Health Maintenance	Office Supplies	0000	No Department	136.42
9/10/2019	Slegels	1000	General	Uniforms	0005	County Sheriff	349.06
9/10/2019	Skillpath	1000	General	Training/Travel	0005	County Sheriff	31.00
9/10/2019	St. Vincent Warrick EMS	1000	General	Physical & Medical	0380	Jail	430.08
9/10/2019	Stericycle, Inc	1159	Health	Health-Vaxcare	0000	No Department	33.65
9/10/2019	Subscriber Renewals	1000	General	Subscriptions	0068	County Commissioner	30.00
9/10/2019	Wabash Foodservice	1000	General	Meals-Prisoners	0380	Jail	8.78
9/10/2019	Wabash Foodservice	1000	General	Meals-Prisoners	0380	Jail	1080.32
9/10/2019	Wabash Foodservice	1000	General	Meals-Prisoners	0380	Jail	1047.49
9/10/2019	Wabash Foodservice	1000	General	Meals-Prisoners	0380	Jail	1180.93
9/10/2019	Wabash Foodservice	1000	General	Meals-Prisoners	0380	Jail	1141.39
9/10/2019	Yesterdaze, Inc.	1152	Emergency Plan/Right To Know	Per Diem	0000	No Department	84.70

Total: $ 276,864.99

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, September 9th, 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: $276,864.99 Dated this 9th day of September, 2019. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Terry Phillips, Member

Debbie Stevens, Auditor

ACCOUNTS PAYABLE VOUCHER REGISTER

WARRICK COUNTY, INDIANA
Governmental Unit

Friday, September 6, 2019

Dated: A.D. 20 _____ Signature of Signature of Governing Board: A.D. 20 _____ Signature of Signature of Governing Board: Attest: Auditor, Warrick County, Indiana. Claim approved, allowed and ordered paid by the Governing Board, or Board of Public Works, pursuant to a duly meeting of governing board, or Board of Public Works.

Filed	Name of Claimant	Department		Amount of Voucher	Amount Allowed	Warrant#	Certified
	CLERK	1000-0001	$	17,866.74			Documentation Submitted
	AUDITOR	1000-0002	$	16,867.38			Documentation Submitted
	TREASURER	1000-0003	$	6,946.86			Documentation Submitted
	RECORDER	1000-0004	$	3,861.61			Documentation Submitted
	SHERIFF	1000-0005	$	172,156.94			
	SURVEYOR	1000-0006	$	3,060.66			
	CORONER	1000-0007	$	3,457.50			
	ASSESSOR	1000-0008	$	12,040.72			Documentation Submitted
	PROSECUTING ATTORNEY	1000-0009	$	18,202.42			
	EXTENSION OFFICE	1000-0011	$	2,770.27			
	VETERAN'S AFFAIRS	1000-0012	$	2,706.23			
	COUNTY COUNCIL	1000-0001	$	4,060.54			Documentation Submitted
	COMMISSIONERS	1000-0008	$	10,368.88			
	AREA PLAN COMMISSION	1000-0078	$	6,866.14			
	COURT HOUSE	1000-0102	$	4,247.22			
	SUPERIOR COURT #1	1000-0201	$	13,047.28			
	SUPERIOR COURT #2	1000-0202	$	9,040.84			
	CIRCUIT COURT	1000-0205	$	13,161.38			
	EMERGENCY MANAGEMENT	1000-0302	$	3,434.08			
	CENTRAL DISPATCH	1000-0303	$	20,463.34			
	JAIL	1000-0310	$	33,084.50			
	CHILD SUPPORT	1000-0372	$	3,868.38			
	ECONOMIC DEVELOPMENT - LIT	1112	$	7,000.00			
	COMMUNITY CORRECTIONS	1122	$	3,469.51			Documentation Submitted
	CUM BRIDGE	1136	$	6,094.16			
	CUMULATIVE DRAIN	1141	$	2,843.00			Documentation Submitted
	HEALTH DEPT.	1159	$	16,210.91			
	LOCAL HEALTH MAIN	1168	$	676.00			
	MISDEMEANANT	1176	$	1,472.85			
		1176-0530	$	11,465.22			
		1176-0531	$	44,142.86			
	HIGHWAY DEPT.	1176-0533	$	4,468.02			
	RECORDER PERPETUATION	1176-0604	$	6,280.70			
	STORMWATER MANAGEMENT	1189	$	1,058.76			Documentation Submitted
	CAL. CIRCUIT COURT	1197	$	10,571.00			
	ELECTION	1211	$	50.00			
	PARKS DEPT.	1215	$	2,686.02			Documentation Submitted
	HOOPLESS HEADSSESSMENT	1219	$	15,793.17			
	SUPERIOR #2/CIRCUIT PROBATION	1234	$	5,329.04			Documentation Submitted
	CIRCUIT COURT - PROBATION	2000	$	881.00			
	PRETRIAL SUPERVISION	2001	$	972.08			
	COMMUNITY CORRECTIONS	2004	$	175.04			
	BUILDING COMMISSION	4001	$	1,859.40			Documentation Submitted
	UDJIC PROG INCOME	4008	$	3,170.00			
	VCSA	4021	$	3,859.02			
	OFFICE OF PROSECUTING ATT.	8018	$	3,084.77			
	CASA	9131	$	2,310.09			
	CASUA	9141	$	3,050.18			
	ADULT COMM BASED SUP - GC	9210	$	800.00			
	ADULT COMM BASED SUP - CC	9211	$	1,380.00			
			$	1,296.47			Documentation Submitted
	Total		$	460,321.21			

I hereby certify that each of the above listed vouchers and the invoices, or bills attached as indicated in the Certified column hereto, are true and correct and I have audited the same in accordance. Claims without supporting documentation cannot be certified as true and correct.

Friday, September 6, 2019 Debbie Stevens, Fiscal Officer

ALLOWANCE OF VOUCHERS IC 5-11-10-2 permits the governing body to sign the accounts payable voucher register, consisting of one (1) page, and except for vouchers are not allowed as shown on the register such vouchers are allowed in the total amount of: $ 460,321.21

John Spiller, County Commissioner

Robert Johnson, County Commissioner

Terry Phillips, County Commissioner

424 West Tennessee Street * Evansville, Indiana 47710 Evansville: 812-425-9131 * Fax: 812-435-1440 * Toll Free 800-473-4315

THE PEOPLE WHO KNOW!
J.E. SHEKELL INC.

September 6, 2019

Warrick County Purchasing
1 County Square,
Boonville, IN 47601

Phone: (812) 457-6732

Att: Joe Grassman

Email: purchasing@warrickcounty.gov

Re: Warrick County Jail
100 IN-62
Boonville, IN 47601

Replace Domestic Hot Water Storage Tank
Plumbing Quotation

Proposal Number 109-2124

We propose to furnish labor, material and equipment to complete the following:

Includes:

1. Disconnect the (3) three water connections to the existing tank and determine which valve(s) are leaking past and not allowing isolation of tank.
2. Furnish and install (1) one of the valves to the tank after determining which one is not shutting off. This valve could take 2-3 days to arrive after ordered. If additional valves are found leaking this would be completed at additional charges.
3. Disconnect and remove existing 275-gallon hot water storage tank.
4. At owner's request furnish and install (1) one 200-gallon domestic hot water storage tank with new relief valve. This tank is readily available in 2-3 days.
5. Reconnect hot water outlet, from DHW boiler inlet and to DHW boiler outlet from new tank to existing connections.
6. Furnish and install new relief valve with relief discharge pipe to 6" AFF.
7. Insulate new tank and affected piping for changeout.

The above for the sum of:
Eight Thousand One Hundred ---------- Dollars $8,100.00

This proposal does not include sales tax

REFRIGERATION * AIR CONDITIONING * HEATING * ELECTRICAL * PLUMBING
(Lic. No. P.C. 88900111)

424 West Tennessee Street * Evansville, Indiana 47710 Evansville: 812-425-9141 * Fax: 812-435-1440 * Toll Free 800-473-6215

Warrick County Jail – Replace DHW Storage Tank Page 2 September 6, 2019
Proposal Number 109-2124

Exclusions: Aquastat (to control DHW boiler pump), expansion tank, test and balance and or setting of balance valves (except to match existing setting), thermometer, electrical.

Confidentiality Notice:
This proposal, its design intent, all information contained herein, and attached is the sole property of J.E. Shekell Inc. It is confidential and is given to you for a limited purpose and must be returned upon request. Neither this proposal, or any prepared drawings, sketches nor any part of it nor any information concerning it may be copied, exhibited, furnished to others, photographed, fabricated, or assembled from this proposal without the express written consent of J.E. Shekell Inc. Receiving, keeping, and/or accepting this proposal constitutes agreeing to its terms.

This proposal is based on a normal five-day workweek. Work to be performed on Saturdays, Sundays, holidays or on an overtime basis will be for an additional charge.

This work is warranted for one-year on labor and manufacturer's applicable warranty on material provided by J.E. Shekell, Inc. This warranty is valid only through J.E. Shekell, Inc.

This proposal is valid for thirty (30) days.

To avoid finance charges, "payment in full terms" will be net received thirty (30) days after date of invoice. All accounts unpaid after thirty (30) days will be subject to interest at the rate of 1.5% per month, 18% per annum, on the unpaid balance, with cost of collection including court costs, necessary attorney fees and such other costs as may be allowed by law in the event of default of the terms of payment.

If a formal contract is required, its conditions will include this proposal.

Authorized Signature _____
Mike Bormun
Plumbing & Piping Department Manager
DD 812-492-8729

Acceptance of Proposal:

The above prices, specifications, payment terms and conditions are satisfactory and are hereby accepted. J.E. Shekell, Inc. is authorized to complete work as proposed.

Date of Acceptance 7-9-19 Authorized Signature _____

REFRIGERATION * AIR CONDITIONING * HEATING * ELECTRICAL * PLUMBING
(Lic. No. P.C. 88900111)

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) 897-3634 - www.warrickcountysheriff.com

Date: August 28, 2019

To: Dan Saylor, President
Warrick County Commissioners

From: Sheriff Michael Wilder

Re: Declaring Handgun Surplus

I am writing to request permission from the Board of Commissioners to declare one of our handguns, a 9mm Glock Model 17, serial number BGMB820, 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 aforementioned firearm was issued to Deputy Clint Kelley. Deputy Kelley was sworn in as a Deputy Sheriff on February 7, 1992 and retired on August 27, 2019. Please grant this request to allow Deputy Kelley to keep the weapon and for me to be able to remove it from the Sheriff's Office inventory.

Respectfully,

Michael K. Wilder,
Sheriff

Request Approved by motion on September 9, 2019

Commissioner Dan Saylor, President

Version 6-8-2017

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of September 11, 2019 ("Effective Date") by and between Warrick County, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Lochmueller Group, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1802049

Project Description: Reconstruction and Widening of Telephone Road from Bell Road to Fuquay Road.

RECITALS

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

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

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

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

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

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

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

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

SECTION II **TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be in December 2024. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract

SECTION IV **COMPENSATION**. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **$904,810.00.**

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

SECTION VI GENERAL PROVISIONS

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

2. **Assignment; Successors**

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

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws**

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

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

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

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

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

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

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

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

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

i. terminate this Contract; or

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

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

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

9. **Confidentiality of LPA Information**

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

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

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

11. **DBE Requirements**

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

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

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

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT and DBE Sub-Consultant that the committed contract amounts have been paid and received.

12. **Non-Discrimination**

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

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

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

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

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

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

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

G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period,

not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

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

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

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

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

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

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

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

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

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

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

addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. **Disputes**

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

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

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

14. **Drug-Free Workplace Certification**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **Insurance - Liability for Damages**

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any Sub-Consultant, the CONSULTANT or Sub-Consultant operating the watercraft shall carry watercraft liability insurance in the amount of $1,000,000 Combined

Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
   a. United States Longshoremen & Harbor workers
   b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or Sub-Consultant shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Warrick County Board of Commissioners
107 W. Locust Street
Boonville, Indiana 47601

Notices to the CONSULTANT shall be sent to:

Lochmueller Group, Inc.
6200 Vogel Road
Evansville, Indiana 47715

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii)

three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

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

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

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

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

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

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

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

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

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

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

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

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

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

34. **Termination for Convenience**

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

B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default**

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

(i) the CONSULTANT fails to:

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

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

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

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

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

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

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

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

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

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

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

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

39. **No Investment in Iran**. As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may

result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

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

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Version 6-8-2017

Non-Collusion

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

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

LOCHMUELLER GROUP, INC.

Michael R. Hinton
Chief Executive Officer

ATTEST

Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

WARRICK COUNTY
BOARD OF COUNTY COMMISSIONERS

Dan Saylor
President

Robert Johnson
Vice President

Terry Phillippe
Member

ATTEST

Deborah K. Stevens
Auditor

Lochmueller LPA for Telephone Road is located on File in its entirety in the Auditor's Office.