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

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

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

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

PLEDGE OF ALLEGIANCE

PUBLIC HEARING
IN THE MATTER OF THE VACATION OF A PORTION OF PROSPECT DRIVE

Commissioner Saylor: Okay, first item on the agenda is the Public Hearing. So...

Todd Glass: And, Mr. President, we continue to have a dispute with Vectren on the removal of their facilities on the Phase 1 Vacation on Prospect Drive. They're demanding reimbursement for that. If we could table, I would request you table the Public Hearing and we'll get that arranged between now and the next meeting.

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

Commissioner Phillippe: Make a motion to table.

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) to table.

Molly Barnhill: Are we tabling for two (2) weeks then?

Todd Glass: Yes, next meeting November 25th.

Roger Emmons: 25th.

Molly Barnhill: Okay.

AREA PLAN COMMISSION
REZONING REQUEST
PC-R-19-11

Commissioner Saylor: Okay, next item then on the agenda is our APC. And Molly, you're up.

Molly Barnhill: We have a Rezoning Request, it's PC-R-19-11. The petitioner and owner is Schwitt Enterprises, LLC by Kipp Schutz, member. It's to rezone point eight-one-eight-five (0.8185) acres on the north side of (Hwy) 662. Zero (0) feet east of (Hwy) 662 and Green River Road from C-3, Highway Commercial with a Use and Development Commitment to R-1B, One (1) Family Dwelling. It's Ohio Township, Lots 5 and part of Lot 1 in Crest-View Terrace. Complete legal is on file. And the Area Plan Commission gave the application a positive recommendation with the unanimous vote on October 14th.

Commissioner Saylor: Okay. Do you guys want to, does anyone need to address this?

Bryan Wittenbraker: (Inaudible).

Roger Emmons: Come to the podium, please, and identify yourself.

Commissioner Saylor: Go ahead and state your name.

Bryan Wittenbraker: Bryan Wittenbraker. I'm also a member.

Commissioner Saylor: So, Bob, this is a, APC, this went through APC? No questions on it?

Commissioner Johnson: It was unanimous.

Commissioner Saylor: Yeah. You have any questions, Terry?

Commissioner Phillippe: Not (inaudible).

Commissioner Saylor: So, do I have a motion?

Roger Emmons: Remonstrators.

Commissioner Saylor: Oh, is there anybody here in the audience for or against this that wants to speak on it? Alright. So, do I have a motion?

Commissioner Phillippe: Make a motion to approve PC-R-19-11.

Commissioner Johnson: And I'll second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Bryan Wittenbraker: Thank you.

Commissioner Saylor: Thank you.

SIDEWALK ACKNOWLEDGMENT AND REQUEST TO RELEASE SURETY BROOKSTONE SUBDIVISION SECTION 3

Commissioner Saylor: Alright, next item on the agenda is, Molly, you're still up with the sidewalks.

Molly Barnhill: Um, Brookstone Subdivision, Section 3, have a Sidewalk Acknowledgement and a Request to Release Surety. It's Jagoe Land Corporation by Manuel Ball. He's the VP of land. We're holding seven hundred and three dollars fifty-six cents ($703.56) in escrow for sidewalk construction along Capstone Court and Brookstone Drive. It's two thousand five hundred sixty-two (2,562) feet total. They've had four (4) years and surety expires December 16, 2019. And Bobby Howard has signed off on their acknowledgement.

Commissioner Saylor: We good to go then, Bobby?

Bobby Howard: Yes. The sidewalks are installed.

Commissioner Saylor: Alright. Do I have a motion?

Commissioner Johnson: Make a motion to release surety of Brookstone Subdivision, Section 3 of seven hundred and three dollars and fifty-six cents ($703.56).

Commissioner Phillippe: I'll second.

Roger Emmons: s that include sidewalk acknowledgement?

Commissioner Johnson: Yes.

Roger Emmons: Okay. Thank you.

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

Commissioner Phillippe: Aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Brookstone Sidewalk Acknowledgment is located on Page 19 of these Official Minutes)

STREET PLANS PEBBLE CREEK SUBDIVISION 2 PUD

Molly Barnhill: And the last one (1) for us is Street Plans in Pebble Creek Subdivision 2, PUD. It's Ruskin Development, LLC, by Dr. Mohammad Hussain, Partner. They're asking for no improvements to Pebble Creek Drive and Bell Road.

Commissioner Saylor: State your name.

Bill Bivins: Bill Bivins, Engineer.

Commissioner Saylor: Bobby?

Bobby Howard: Basically, this is an amendment to the existing subdivision to create more lots on the south side. So the existing subdivision plans, that they're responsible to build out, still stand. So, there'll be no further improvements required for Bell or Pebble Creek Drive than what was already necessary as far as the original subdivision.

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

Commissioner Phillippe: (Inaudible).

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

Commissioner Phillippe: Make a motion to approve Pebble Creek Subdivision 2, PUD.

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).

Bill Bivins: Okay, thank you.

Commissioner Saylor: Thank you, Bill. Is that it?

Molly Barnhill: That's it for us.

Commissioner Saylor: Thanks, Molly.

Molly Barnhill: Thanks.

Roger Emmons: Thanks, Molly.

(Pebble Creek Street Plans are located on Pages 20 through 21 of these Official Minutes)

APPROVAL OF MINUTES
OCTOBER 28, 2019

Commissioner Saylor: Next item on the agenda is our approval of our October 28, 2019 Regular Session Minutes.

Commissioner Johnson: Make a motion to approve October 28, 2019 Minutes.

Commissioner Phillippe: I will 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).

ITEMS FOR DISCUSSION
DEBBIE BENNETT-STEARSMAN
OCRA GRANT APPLICATION FOR THE HISTORIC JAIL
RESOLUTION 2019-09

Commissioner Saylor: Next item on the agenda is Application for the Warrick County Historic Jail Grant, Debbie Bennett-Stearsman. Hi, Debbie.

Debbie Bennett-Stearsman: Hello. Good afternoon. Debbie Bennett-Stearsman with Economic Development Coalition, and the County is applying for a five hundred thousand dollar ($500,000.00) grant with the Office of Community and Rural Affairs. The application is due next Friday the 22nd and in conjunction with that, I have some documents that needed to be passed this afternoon in order to include it in the application. Number one (1) is a Resolution, the Resolution would be authorizing the County to submit the application and authorizing Dan as Commission President to sign related documents and also stating that the County has the one hundred and sixty-one thousand eighty-seven dollars ($161,087.00) as local match in the form of one-fifty-four-four-seventy-six ($154,476.00) in General Obligation Bond Fund 4506 and six thousand six hundred and eleven dollars ($6,611.00) from Boonville NOW as philanthropic matching grants. The second is a local match letter signed by the Auditor that states all of what I just said is available for funding upon grant application being awarded. The second is a disclosure report. The disclosure report is a required document and at this time we're not disclosing anything because we do not have the funding and we do not have any contractors. It would be updated should you be rewarded, listing the contractors that are selected and the amount of funding. And the next is the signature page. The Signature Page includes four (4) items, excuse me, five (5) items for (inaudible). Number one (1) that the financing is in place. Two (2), that the preliminary engineering is completed. Three (3), that the permits have been identified, if there are any, the Environmental Review is complete. And last, that this site control is in the County's hands, which the County owns the building. This document is signed by Dan as President, the Attorney, David Wills which is the architect, and myself. It also has documents behind it that assures that all the civil rights and assures the certifications of the CDGB Program will be followed if the County receives the funding. And also how the signage would be put up if any stating that OCRA is assisting in the funding. The next is the Federal Funding Accountability Form. And that basically states that the County's not receiving twenty-five million dollars ($25,000,000.00) in grant funding. I think that's the threshold, isn't it? I don't have it in front of me. In order to operate, anyway you're doing, I'm sorry, eighty percent (80%) of your gross revenues is in Federal contracts or grants. And I don't believe that's true so it's marked no. And the last is a third party letter authorizing our firm to post, advertise, and conduct any and all public hearings and put them in the grant application.

Commissioner Saylor: Okay.

Todd Glass: And, Mr. President, we have all those forms there in order. We need a Resolution number.

Kristine Georges: Resolution would be 2019, oh, I'm sorry. Resolution, my apologies. 2019-09.

Commissioner Saylor: Okay. So, I need the motion to approve Resolution 2019-09.

Commissioner Phillippe: I'll make that motion.

Commissioner Johnson: Second.

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).

Todd Glass: And, if I may, Mr. President, then a motion to approve the signing of the Local Match Letter, the Disclosure Report, the signature pages on the grant application, the Federal Funding Accountability Form, and the Third Party Letter authorizing them to conduct the Public Hearings. One (1) motion will take care of all of those.

Commissioner Saylor: Okay.

Todd Glass: A motion to approve the authorization of those forms and signing those forms by the Board.

Commissioner Saylor: So, Commissioners, do I have a motion as stated by Counsel?

Commissioner Johnson: So moved.

Commissioner Phillippe: 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).

Debbie Bennett-Stearsman: Okay, thank you. And I just, as a reminder, the Public Hearing is this Thursday night at 6:00 (PM) in this room. If anybody would like to attend, and we're still accepting support letters or any other kind of documentation to put in the application. Thank you.

Commissioner Saylor: Thank you, Debbie.

(Resolution 2019-09 is located on Pages 21 through 27 of these Official Minutes)

BOONVILLE GARDEN CLUB
REQUEST TO PLACE BLUE STAR BI-WAY MARKER ON COURTHOUSE LAWN

Roger Emmons: Mr. President, if I may, our next item, we have some ladies from the Boonville Garden Club and I don't think, Ann Taylor, who's President of the Boonville Garden Club is here. Is that correct? So, we have Judy Titzer and Mary Pate. And if you ladies would like to come to the podium and make your request regarding the Blue Star Bi-Way Marker on the Courthouse lawn, that would be great.

Judy Titzer: Yes.

Commissioner Saylor: Go ahead and state your name for the record, please.

Judy Titzer: Judy Titzer.

Mary Pate: Mary Pate.

Commissioner Saylor: Good to have you.

Judy Titzer: And we're both from the Boonville Garden Club. We would like to request a Blue Star Memorial Marker, which is a marker for our veteran's past, present, and to come. This is a marker that started right after World War II. The Garden Clubs of all the states are doing this. There are actually markers at, one (1) at Lincoln State Park and one (1) at each of the...

Commissioner Johnson: Rest areas.

Judy Titzer: Rest areas on (Interstate) 64 at Dale. And we would like, we are requesting to put one (1), they are twelve (12) by twenty (20) and it would be a metal marker that would be placed on a stone, and we are requesting that it be placed on the Courthouse lawn.

Roger Emmons: Now, is that stone and the marker itself been purchased by or will be purchased by the Boonville Garden Club?

Judy Titzer: Yes, actually the State pays for half of the marker and we, the Garden Club pays for the other.

Roger Emmons: Okay.

Judy Titzer: And it has been purchased. So, we just...

Roger Emmons: Okay, very good. We did get additional photos of other markers which I did forward to the Board.

Commissioner Saylor: Right. Yeah, we looked at them.

Commissioner Phillippe: (Inaudible).

Commissioner Saylor: To the south. You talking on the north side or you're talking about on the War Memorial?

Commissioner Phillippe: Where the other markers are. South of the, put it, put it with all that other ones. That's what I was thinking. (Inaudible).

Commissioner Saylor: I don't know if I follow you.

Judy Titzer: The southwest corner.

Commissioner Johnson: The southwest corner.

Commissioner Phillippe: The southwest corner where there's already some markers out there.

Commissioner Saylor: Oh, okay.

Commissioner Phillippe: Some other...

Commissioner Saylor: Wish we would have known about this a few months ago.

Commissioner Phillippe: Um hum.

Roger Emmons: Well, you did. But, we hadn't made a decision because of the work that was going on at that time on the lawn.

Commissioner Phillippe: Did we know, is there a contractor that's been at least talked to about, this is going to be a big stone. About placing the stone itself.

Judy Titzer: We have not.

Commissioner Phillippe: Okay.

Judy Titzer: So, I suppose we need to know if we're able to do it first before, I mean...

Commissioner Saylor: I guess, what we probably need is some kind of drawing to make sure, you know, we understand where the placement is and, on our property. Okay? And I think that probably needs to be approved. I mean, Commissioners, are you...?

Commissioner Johnson: Well, in my opinion, I don't see any issue with placing it on our lawn. It's just a matter of where and where it looks best and might fit best.

Judy Titzer: Sure.

Commissioner Johnson: You know, if you could come up with some proposal on where you would like to see it and we can look at it, that would be great. But, I don't personally, being a Veteran, I don't have a problem with it. I think it's a great idea.

Commissioner Saylor: So, I think Commissioner Phillippe's suggestion was around the other monuments there on the southwest corner. And you said to the south of it?

Commissioner Phillippe: Um hum.

Commissioner Saylor: To the south of those. So, if we can get some kind of drawing; just something with some measurements on it. Because what we'll probably do is we'll have that landscaped area increased in size. Because what we've tried to do, there's so much on the Courthouse lawn now, rather than our maintenance guy trying to weed eat around every piece, we try to encompass it with landscaping. That way we eliminate some, so we'll probably have to have that changed or increased. We just want to make sure we get it placed in the right spot and to where it's symmetrical and it looks good.

Judy Titzer: Okay.

Commissioner Saylor: Okay, so, do we need a motion to approve the placement on the...?

Roger Emmons: I would approve it by motion.

Commissioner Saylor: Okay. Commissioners?

Commissioner Phillippe: I'll make that motion.

Commissioner Johnson: I'll second.

Commissioner Saylor: So, we have a first and a second with the approval of placing on there and you guys will submit a drawing to us. Is that good?

Judy Titzer: Alright. Thank you.

Mary Pate: Next step is the drawing.

Commissioner Saylor: Alright. So all in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Commissioner Johnson: And you don't have to get elaborate with the drawing. Just something simple would be fine.

Judy Titzer: Alright.

Roger Emmons: If you want to stop by my office first, I can, I can help you out. We can go out there and take a look at the area.

Judy Titzer: Okay. Sure.

Commissioner Saylor: And we might get Brad to maybe walk out there with you guys because he's familiar with the underground and what's going on.

Judy Titzer: Sure. Okay.

Commissioner Saylor: Perfect.

Roger Emmons: Okay.

Commissioner Saylor: Alright. Thank you.

Roger Emmons: Thank you.

Judy Titzer: Thank you.

Mary Pate: Thank you.

DEPARTMENTAL REPORTS COUNTY ADMINISTRATOR ITEMS IN FORMER BOON TOWNSHIP TRUSTEE'S COURTHOUSE OFFICE TO BE DECLARED AS SURPLUS

Commissioner Saylor: Next on the agenda is Departmental Reports and Roger Emmons.

Roger Emmons: Thank you, Mr. President. First item I have are, there are some items in the old Boon Township Trustee's Office that should be declared surplus. I took eight (8) photos on October 31st. I only recently sent them to you yesterday because I thought I already had, but I hadn't. But anyway, the photo showed some tables and shelving and chairs. There's a file cabinet. There's an old air conditioner that's in there that needs to be removed. Of course, I can get that to Brad and have him to get that out of there. I think those items should be declared surplus and then we can, normally we turn those over to Joe for disposition. We can get it out there to the Department Heads to see if there's any interest in any of this for transfer. If not, Joe can dispose of them at your discretion. However you're wanting to.

Commissioner Saylor: Okay. So, do I have a motion for the surplus items?

Commissioner Johnson: Make a motion to declare the items from the Boon, former Boon Township Trustee's Office to be declared surplus.

Commissioner Phillippe: I second.

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

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

Roger Emmons: Thank you.

REQUESTS FOR FMLA LEAVE SHERIFF – COMMISSIONERS – PARKS DEPARTMENT

Roger Emmons: Next, I have three (3) requests for Family Medical Leave. All the required paperwork with the proper signatures has been submitted. I recommend your approval by motion. These are employees of the Sheriff, Parks Department, and Commissioners' Office.

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.

DISCUSS RE-APPOINTMENTS TO BOONVILLE-WARRICK COUNTY PUBLIC LIBRARY BOARD

Roger Emmons: And then Discuss Re-Appointments to the Boonville-Warrick County Public Library Board. In my November 1st email about this agenda item, the Library Director Brooke Bolton stated Annette Goldenberg and Kay Sellers have agreed to serve another four (4) year term each on the Board. I would need approval by motion with Dan's signature on each certificate of appointment.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to approve reinstating Annette Goldenberg and Kay Sellers as, four (4) year term on the Boonville-Warrick County Public Library Board.

Commissioner Phillippe: And I will 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.

MOUNTS ELECTRIC AMENDMENT TO TRAFFIC SIGNAL MAINTENANCE AGREEMENT

Roger Emmons: Next item is consideration of a contract amendment with Mounts Electric, INC for our traffic signal maintenance agreement. And it's a simple one (1) page agreement. It adds one (1) traffic signal at Epworth Road and Independence Drive to the current agreement which started on May 1, 2018 and will expire on April 30, 2020. I forwarded the whole contract to Counsel for review prior to the meeting.

Todd Glass: Which is in order.

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

Commissioner Phillippe: Make a motion to approve the agreement.

Commissioner Johnson: Second.

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).

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

Commissioner Saylor: Thank you, Roger.

(Mounts Electric Amended Contract is located on Page 27 of these Official Minutes)

COUNTY ATTORNEY REZONING PC-R-19-11 CONTINUED ORDINANCE 2019-27

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

Todd Glass: Yes, Mr. President. First off, let's, I apologize, but if we could revisit the rezoning request for Area Plan. I'm sorry, I didn't catch it, initially. But that needed an Ordinance number assigned to it.

Roger Emmons: I asked Molly about that and for some reason she said it didn't need an Ordinance. I don't know why.

Todd Glass: Before she left, we confirmed with her.

Roger Emmons: Oh, okay. I didn't know that.

Todd Glass: So, an Ordinance number would be?

Kristine Georges: It would be 2019-27.

Todd Glass: So, if you would, Mr. President, if, simply entertain a motion to approve Ordinance 2019-27 approving rezoning request PC-R-19-11. And we'll get that Ordinance in place for signature by the Board.

Commissioner Johnson: I'll make that motion.

Commissioner Phillippe: I will 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).

Todd Glass: Thank you. So, we're good there.

(Ordinance 2019-27 is located on Page 28 of these Official Minutes)

LEASE WITH RENEWABLE RESOURCES – SOLID WASTE MANAGEMENT

Todd Glass: On the Lease with Renewable Resources, Solid Waste District, and the Lease with the County, we're attempting to get a meeting set up with Renewable and the Solid Waste District as early as next week. So, if the Board would kindly table that to the next meeting.

Commissioner Saylor: Table to November 25th?

Todd Glass: Correct.

Commissioner Saylor: Do I have a motion to table to November 25th?

Commissioner Phillippe: I'll make that motion.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

Commissioner Phillippe: Aye.

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

Todd Glass: Thank you.

GENTRY CEMETERY ROAD
ACCEPTANCE OF AMENDED AND RESTATED GRANT AND DEDICATION OF RIGHT-OF-WAY FROM AMERICAN LAND HOLDINGS

Todd Glass: And the settlement of the Quiet Title litigation involving Gentry Cemetery and Gentry Cemetery Road, all parties have reached a settlement agreement. And in that settlement agreement, American Land Holdings acquired a small strip of land from one (1) of the other parties. Having done so, we reached an agreement, Mr. President, whereby Gentry Cemetery Road would be re-granted and rededicated as a right-of-way all the way from Barren Fork to the cemetery. This was done in the 80's. There were some discrepancies in the actual process this Board pursued at that time in the dedication of the road. So, American Land Holdings has executed as has Cameron Werne, the two (2) property owners, an amended and restated grant and dedication of right-of-way for Gentry Cemetery Road going from Barren Fork all the way back to Gentry Cemetery Road. What we're doing today is by motion accepting that amended and restated grant of right-of-way with the acceptance. I will see that it is recorded. And then on November 25th, I'll bring that back to the Board for dedication of the right-of-way as a public thoroughfare. So, today it's just the acceptance of the amended and restated grant of the right-of-way from American Land Holdings of Indiana, LLC, and Cameron Werne.

Commissioner Saylor: Alright. Bobby, do you have, you okay with all of this?

Bobby Howard: Is it where the existing road is today? Is this the restated agreement?

Todd Glass: Correct. Correct.

Bobby Howard: I just wanted to verify that it's where it is today.

Todd Glass: Um, the center line of which is the center line of the existing gravel road commonly known as Gentry Cemetery Road.

Todd Glass: It's still the forty (40) feet. They spoke with APC and American Land Holdings is not concerned about the width of the right-of-way being more than forty (40) feet for future subdivision.

Bobby Howard: (Inaudible) future subdivision in since then. And we're having a meeting with them tomorrow on that where they're wanting to subdivide it further up there. And our current Ordinance would be fifty (50) feet.

Todd Glass: Yeah, I was told if that became an issue, they would just have to grant us more.

Bobby Howard: Okay, tomorrow we're going to tell them to grant more.

Commissioner Johnson: Okay.

Commissioner Saylor: But we probably should approve this tonight that way...

Commissioner Johnson: Just in case.

Roger Emmons: Yeah.

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

Commissioner Johnson: I make a motion to...

Commissioner Phillippe: (Inaudible).

Bobby Howard: Yes, it covers the situation.

Commissioner Johnson: Approve, accept the amended dedication of right-of-way for Gentry Cemetery Road.

Commissioner Phillippe: I'll second the motion.

Commissioner Saylor: 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).

Todd Glass: Thank you, Mr. President. That is intended to clarify the right-of-way and pubic thoroughfare known as Gentry Cemetery Road. Now, if we have the issue as far as the width, we'll address that. But, we'll come back and rededicated the Gentry Cemetery Road right-of-way to fix what was done in 1981. Furthermore, the parties stipulating and agreeing to the title of the cemetery itself being quieted in the name of Owen Township. So that is also being done in addition to the stipulation of dismissal of the lawsuit. So, this is step one (1). So, thank you.

(Gentry Cemetery Road Right-of-Way is located on Page 29 of these Official Minutes)

TOURISM COMMISSION BOARD VACANCY
APPROVE TONY WELLS

Todd Glass: We've been notified of a, one (1) of the members of the Tourism Commission, which was recommended to this Board by the Town of Newburgh, Carol Schaefer, Newburgh would like to replace Carol with Troy Wells, Executive Director of Historic Newburgh, INC. This is just Mr. Wells replacing Carol on her seat on the Tourism Commission which runs to the end of next year.

Shari Sherman: (Inaudible).

Todd Glass: Which runs to the end of this year?

Roger Emmons: While he's reading that, Council President, Greg Richmond, called cause he saw the agenda that says County Council. But Todd's clarified it as the Newburgh Town Council. And I don't know what happen to the name there. It should have been Troy Wells.

Commissioner Saylor: Is it, so that's what I was going to question. Troy, is it...?

Commissioner Phillippe: Troy Wells.

Todd Glass: Troy Wells.

Commissioner Saylor: W-e-l-s? Or W-e-l-l-s?

Roger Emmons: L-L.

Commissioner Saylor: Okay? Okay.

Commissioner Phillippe: So, this is the Newburgh Town Council's appointment?

Commissioner Saylor: Appointment.

Todd Glass: They recommend appointments. You appoint. But it's their recommendation for their seat. I'm...

Commissioner Saylor: Do you know him, Terry?

Commissioner Phillippe: I do not. No. I'm trying to look him up.

Todd Glass: Well.

Commissioner Phillippe: I did talk to Greg (inaudible).

Commissioner Saylor: Oh, you did?

Commissioner Phillippe: Greg said he was (inaudible).

Commissioner Saylor: Okay.

Todd Glass: I remember now. I posed the question of why did we need to worry about appointing Troy, but they actually have two (2) more meetings I guess this year. And so, this really is just going to be effective for this month and next month. But...

Commissioner Johnson: So, this is actually filling a vacancy on the Board through 12-31-20...I'm sorry, yeah, 2019.

Roger Emmons: 2019.

Commissioner Saylor: 2019. Okay.

Todd Glass: Sorry, I misstated that.

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

Commissioner Phillippe: I'll make a motion to approve Troy Wells to fill the vacancy vacated by Carol Schaefer.

Commissioner Johnson: Second.

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).

WARRICK WELLNESS TRAILS DEDICATIONS

Todd Glass: I actually have a couple other items that have just come up. First one (1) is that we have received back the recorded dedication of rights-of-way for Warrick Wellness Trails along Vann Road between Casey and Anderson Road. And those are all on five (5) parcels, property owners including Arnold Mulzer, Andrew and Meredith Titzer, Brian and Rachel Kinsler, Chad Bailey, and Gabe and Marian Mehringer. And I would request from the Board that they accept the dedication of those rights-of-way on behalf of Warrick Wellness Trail on those five (5) parcels. Additional parcels will be forthcoming in the upcoming meetings.

Commissioner Saylor: Okay.

Commissioner Phillippe: One (1) motion for all five (5)?

Todd Glass: Correct.

Commissioner Phillippe: I will make the motion to accept those rights-of-way.

Commissioner Johnson: Second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(Warrick Wellness Dedications are located on File in the Auditor's Office)

COMMISSIONER DEED SALE

Todd Glass: Lastly, Mr. President, the Board previously directed Counsel to proceed forward with the planned, Commissioners' Deed Sale of tax sale properties next year. The tax sale occurred in October. And all that I need your input on tonight is that the next deadline is January 14th by which time we have to notify any parties of interest on the parcels of your intent to take a Commissioners' deed to those parcels. There's several steps still to take. All I need tonight is your approval for me to get with Joe Grassman and send out an invitation to quote for title searches on these properties. You don't have to commit to anything other than just for us to get some quotes for a title company to conduct title searches on however many properties that did not sell in October. And we'll get those quotes back to this Board and then you can take official action once those quotes are in.

Commissioner Saylor: Is that a consensus or a motion?

Todd Glass: Yes, consensus is satisfactory.

Commissioner Phillippe: (Inaudible) two hundred (200)?

Todd Glass: Judy's still putting that together for us. But, I think there was sixty (60) some parcels that went up for sale. Usually very few sell. And I don't have a report on what the results were. But, I imagine it's fifty (50) or more. Not all those parcels will this Board select to take title to. During this process we will identify the parcels that we would recommend that the Commissioners take title to and this title search will be a significant step in identifying which you want to take title to. You won't want to take a parcel that has environmental concerns, for example. But, we'll identify the parcels to, for the Commissioners to take deed and title to and from there you file a petition to sell those deeds and quiet the title to them so that you get some high quality bidders at the auction which is roughly going to be next June or July. So, it's a step by step by step process to get this ready.

Commissioner Phillippe: SRI will also conduct that?

Todd Glass: No, we'll recommend just a private local auctioneer to do that. You'll get a better deal out of it from that and probably a better outcome.

Roger Emmons: So, is this any different or the same as the Commissioners' Sale of Tax Sale Certificates?

Todd Glass: No, it's different. The Commissioners receive tax sale certificates in essence as a result of properties not selling. And those are not as marketable for someone to come and buy your tax sale certificate because they, they're subject to rights of redemption and all the liens on the property, etcetera, etcetera, etcetera. What the Commissioners' Deed Sale will allow is for you to take title to these properties and actually quiet title to the properties so that they are clean titles and then the buyers that come to that auction are high quality bidders because the title is clean. So, I, what I'm going to do, Mr. President, for the Commissioners is, as early as tomorrow, send out a time table of the steps so you have a better idea of what all the steps in the process are.

Commissioner Phillippe: So the next immediate time sensitive date is January 14th?

Todd Glass: January 14th, where we have to just notify, by statute, every party that has an interest in each parcel. The only way you know that is through a title search. Each title search I would imagine is going to be in the neighborhood of a hundred ($100.00) to a hundred and fifty dollars ($150.00). But you will recoup that cost in the sale.

Commissioner Phillippe: I think there's more (inaudible).

Todd Glass: Could be.

Commissioner Phillippe: What about, you know, we, we had a big spreadsheet at the end of the year. Maybe it was last year that even the parcels that were just a tiny sliver of land, there were mineral rights, what, those, those were not on the tax sale. What happens to those?

Todd Glass: Those are a real challenge, what to do with those.

Commissioner Phillippe: I do realize that those, they're not part of this conversation, but...

Todd Glass: I think that master sheet is what we're developing with Judy Beem's help. Let's get that in hand and as we go step by step with the Commissioners' Deed Sale process, I'd, I'd like to look at those mineral interests and see what statutory solution there might be to those. I know I looked at that in 2014 and couldn't answer it then. But we can take another stab at it.

Commissioner Phillippe: Just guessing, (inaudible) thirty thousand ($30,000.00), so we should definitely get that back out of the sale.

Commissioner Johnson: Sure. We should. At least get them back, getting taxes for the properties.

Commissioner Saylor: So, Counsel, do you need a motion on this?

Todd Glass: A consensus to proceed on to work with Joe to get invitations to quote out to title companies is all we need today.

Commissioner Saylor: You good with that?

Commissioner Johnson: Sure.

Commissioner Saylor: Commissioner?

Commissioner Phillippe: Fine.

Commissioner Saylor: There's your consensus.

Todd Glass: At the next meeting, I'll, we'll ask Joe to bring those in for you to take action on.

Commissioner Saylor: Okay.

Todd Glass: But I'll work with Joe on it.

Commissioner Saylor: Thank you.

Todd Glass: Thank you.

Commissioner Saylor: Is that...?

Todd Glass: Yes, that is it.

Commissioner Saylor: Alright. Thank you, Todd.

COUNTY AUDITOR CERTIFIED CLAIMS

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

Auditor Stevens: Alright, thank you. First on the list, I have all audited and Certified Claims for a total of eight hundred ninety-six thousand nine hundred sixty-one dollars and eighteen cents ($896,961.18).

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to pay the Claims.

Commissioner Phillippe: Second.

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

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

(Certified Claims are located on Pages 30 through 36 of these Official Minutes)

PAYROLL CLAIM

Auditor Stevens: Alright, next on the agenda is the regular Payroll/Accounts Payable Voucher for Friday, November 1st. Total of four hundred eighty-two thousand two hundred eleven dollars and thirteen cents ($482,211.13).

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

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. (Motion carried 3-0).

(Payroll Claim is located on Page 37 of these Official Minutes)

SHERIFF'S SPECIAL HOLIDAY PAYROLL

Auditor Stevens: Next is an additional Payroll. This is Sheriff's Special Payroll for holidays. For Friday, dated November 1, 2019, one hundred six thousand eighty-nine dollars and seventy-five cents ($106,089.75).

Commissioner Phillippe: I apologize, Debbie. Can you repeat that? One-'o-six ($106,000.00)...?

Auditor Stevens: One hundred six thousand eighty-nine dollars and seventy-five cents ($106,089.75).

Commissioner Saylor: Do I have a motion?

Commissioner Phillippe: Make a motion to pay the Payroll 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).

(Sheriff's Special Holiday Payroll is located on Page 37 of these Official Minutes)

TREASURER MONTHLY REPORT

Auditor Stevens: Last, and I apologize that I forgot to have Susie add this to your agenda. But the Treasurer has submitted her monthly report. She filed with the Auditor's Office November 6, 2019. And so this is just to enter it into your minutes that you've received the Treasurer's report.

Commissioner Saylor: Okay.

Auditor Stevens: That's it.

Commissioner Saylor: That's it? Thank you, Debbie.

(Treasurer Monthly Report is located on Page 37 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
BRIDGE 113 SUPPLEMENTAL AGREEMENT 1

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

Bobby Howard: First item I have is a Supplemental Agreement 1 for Bridge 113 Project on Shiloh and Ashby Roads. This is due to some changes made on the preliminary plan. And that total agreement has increased to, by nineteen thousand six hundred dollars ($19,600.00). So, I'd ask for your approval.

Commissioner Saylor: Can you give me that figure again, Bobby?

Bobby Howard: Nineteen thousand six hundred dollars ($19,600.00).

Commissioner Saylor: Thank you.

Commissioner Johnson: Make a motion to approve the Supplemental Agreement.

Commissioner Phillippe: 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).

(Bridge 113 Supplemental Agreement is located on Page 38 of these Official Minutes)

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Bobby Howard: Next item I have, Roger, did you have this?

Roger Emmons: Yes, I have read it.

Bobby Howard: The Local Roads and Bridges Matching Grant Agreement. This is for the Community Crossings Grant with INDOT. This is the actual contract for that grant. We just ask for approval tonight.

Commissioner Saylor: Do I have a motion to approve the contract for the grant?

Commissioner Phillippe: I'll make that motion.

Commissioner Johnson: Second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(The Matching Grant Agreement is located on Pages 38 through 42 of these Official Minutes)

NEWBURGH SEWER AGREEMENT – BELL ROAD

Bobby Howard: Next item I have is in regards to Bell Road on the Newburgh Sewer Agreement. The last agreement we had, INDOT did not like how it was structured and we had to pull out the reimbursable amount and put it into a separate format. And this basically does that for nineteen thousand five hundred dollars ($19,500.00). That's the reimbursable agreement amount. So, we need this approved and then we're waiting on Newburgh to approve their, to approve it as well. And then it can be submitted to INDOT so that I can get a Federal Funds request in for the eighty percent (80%) of this.

Commissioner Saylor: Okay.

Roger Emmons: That's both sewer and…?

Bobby Howard: Vectren shouldn't be on the…

Roger Emmons: I was going to say. (Inaudible). Newburgh Sewer Reimbursable Utility Agreement, right?

Bobby Howard: Yes.

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

Commissioner Phillippe: I'll make that motion.

Commissioner Johnson: Second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Bobby Howard: And, Roger, do you have a clean copy of that? Susie was going to print it. I don't know if she did.

Roger Emmons: I, I, she didn't give it to me.

Bobby Howard: Todd has one (1), so, okay.

Roger Emmons: That's good.

(Newburgh Sewer Agreement is located on Pages 48 through 50 of these Official Minutes)

LINCOLN AVENUE CHANGE ORDER 17

Bobby Howard: The next item I have is Change Order 17. This is the Lincoln Avenue Phase 3 Project. This basically is a quantities adjustment. It's the last Change Order on the project then you have to justify if any quantities are overrun or underrun by twenty thousand dollars ($20,000.00). We had a net under run on the job of minus twenty-eight thousand one hundred seventy dollars and forty-six cents (-$28,170.46). So, we just need to approve this Change Order 17 for a credit to the job.

Commissioner Phillippe: Motion to approve.

Commissioner Johnson: Second.

Commissioner Saylor: So, Bobby, does that mean there was a saving of that on the job?

Bobby Howard: Yes. Yes.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(Lincoln Avenue Change Order 17 is located on Pages 42 through 44 of these Official Minutes)

OAK GROVE ROAD CHANGE ORDER 5

Bobby Howard: The next item I have is Change Order 5 for the Oak Grove Phase 3 Project. This is due to an unforeseen septic tank that was discovered when we were widening the roadway. This is in an amount of two thousand seven hundred fifty dollars and forty-four cents ($2,750.44). And I just need approval of that for removal and filling that septic.

Commissioner Saylor: Do I have a motion for Change Order 5?

Commissioner Johnson: Motion.

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

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

(Oak Grove Road Change Order 5 is located on Pages 44 through 46 of these Official Minutes)

BRIDGE 200 PROJECT

Bobby Howard: I have one (1) last item that I just got. And this is in regards to the current INDOT call for projects. We're looking at a bridge project and I have a proposal for a Federal Aid application assistance. It's Bridge 200. It's an enviro…it's got a lot of environmental concerns around it and so I've got a contract to look at, to help me put together the agreement with Lochmueller Group. It's just a proposal for one thousand dollars ($1,000.00) to get us started. I'd like approval to move forward with that so I can try to make the call. I have to have the application submitted by November 25th.

Commissioner Saylor: Commissioners, do I have a motion?

Commissioner Johnson: Make a motion.

Commissioner Saylor: I think Bob beat you.

Commissioner Phillippe: (Inaudible).

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

Commissioner Phillippe: Aye.

Commissioner Johnson: (Inaudible).

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

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

Commissioner Saylor: Thank you, Bobby.

(Bridge 200, Lochmeuller Agreement, is located on Page 47 of these Official Minutes)

COUNTY IT
DISCUSS ANTI-VIRUS

Commissioner Saylor: Next item on the agenda is our County IT, Guy.

Guy Whelan: Guy Whelan, IT Director. On the anti-virus, the Secretary of State is indeed offering us endpoint security and email scanning for the next three (3) years through the end of 2022.

Commissioner Saylor: At no charge?

Guy Whelan: Yes. However, they also included lots of paperwork to fill out to go along with this.

Commissioner Saylor: Oh, I can't imagine that.

Guy Whelan: And a, a very substantial eighty-three (83) question cyber security health questionnaire which has revealed some things to me that we're not doing correctly that we need to start doing correctly. So, I will get with you guys at a later date on some things that may end up costing us some money to do this. Things that we should be doing anyway whether we purchase the antivirus or not. So.

Commissioner Saylor: Long as they stay about IT help and don't worry about my help, I'm good with it. Okay.

Guy Whelan: The second thing is the backup solution. I do have another; I got a third quote.

Commissioner Saylor: So, Guy, about the antivirus, so what was, we were prepared to spend some dollars on that so, what did we save there?

Guy Whelan: We're currently spending almost four thousand dollars ($4,000.00) over a three (3) year period. And that is for the Kaspersky antivirus and there was no, nobody even in that ballpark whenever I went out looking for quotes.

Commissioner Saylor: Good deal.

Guy Whelan: The cheapest quote I believe was around seventy-five hundred ($7,500.00) for the three (3) years.

Commissioner Saylor: Good deal. That's good.

DISCUSS BACKUP SOLUTION

Guy Whelan: On the, on the backup system, the quote I just gave you is for a company called SolarWinds. Very reputable company. They do cloud based backups. And the total cost for that is nineteen thousand eight hundred forty-eight dollars ($19,848.00) per year. Which is substantially more than the one (1) that I was recommending which would include an in-house solution and a cloud based solution for our backup. So, we have backup in two (2) different locations.

Commissioner Johnson: What's the price of the recommended vendor?

Guy Whelan: The total cost up front is going to be twenty-two thousand seventeen dollars ($22,017.00), and then the ongoing costs extrapolated out, because some things are every three (3) years. Some things are every year. Some things every month for the different licenses and services. Total is seven thousand two hundred sixty-two dollars ($7,262.00) for the annual cost on the recommended solution.

Roger Emmons: What company is that?

Guy Whelan: That comes from Keller Schroeder.

Roger Emmons: Okay, thank you.

Commissioner Saylor: Commissioners, you got...?

Commissioner Phillippe: I like the fact that we're gonna stick with Keller Schroeder.

Commissioner Johnson: I like that too. Cause (inaudible) and the price is reasonable. And (inaudible). Makes sense to me.

Commissioner Saylor: So, what are we doing here? We approving the backup with Keller Schroeder?

Guy Whelan: Right.

Commissioner Saylor: Wanted to make sure I was clear on this. What's this here, Guy? What is this?

Guy Whelan: The quote that I just gave you?

Commissioner Saylor: Yeah.

Guy Whelan: That is SolarWinds. That's a, it's a cloud based backup system.

Commissioner Johnson: We asked him to get a third one (1).

Commissioner Saylor: Okay, okay. Clear. I got it.

Guy Whelan: And I know you guys asked me to get in touch with David Shipley to discuss this with him. I've emailed him and I've gotten no response back. So, I've not talked to him about this.

Roger Emmons: He hasn't replied to me either on some things. I think he must be on vacation or out of town.

Commissioner Saylor: Okay. I probably have some information that I can share with the Commissioners. So, we need a motion on this?

Commissioner Johnson: Um hum. We need a motion to go with the preferred vendor.

Todd Glass: Correct.

Commissioner Johnson: Make a motion to go with Keller Schroeder for the backup with the servers and the Cloud as well.

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).

(Keller Schroeder Backup is located on Page 47 of these Official Minutes)

KNOWB4 RENEWAL

Guy Whelan: Okay. And I also have one more thing if I could. You guys know about our cybersecurity training, the KnowB4 training that we do. That's coming up for renewal. And the total for that is six thousand three hundred and twenty-four dollars ($6,324.00) for the next three (3) years. I would recommend that we continue doing that. I believe it's helping to keep us safe. It's helping people know what to be looking for in their emails.

Commissioner Phillippe: Out of a hundred percent (100%) of our users, how many, what percentage has completed that?

Guy Whelan: I don't know what percentage has completed it. I know I've only got about seven (7) that have not.

Commissioner Johnson: It's kind of ongoing then, isn't it?

Guy Whelan: It is. It is ongoing as far as the, the initial completion.

Commissioner Johnson: And would you take me off that?

Commissioner Saylor: Bob falls for it every time.

Commissioner Johnson: No, I don't.

Roger Emmons: I did mine and they're coming back to you, right?

Guy Whelan: Yes.

Roger Emmons: You just said that. Okay.

Guy Whelan: Yeah, it reports to me every day who has not completed that.

Commissioner Phillippe: I know we haven't had this conversation, yet. But I wonder if that allows any type of discount on this cybersecurity, the insurance that we're about to discuss?

Guy Whelan: They know about that already, so that should be part of their quotes already.

Commissioner Phillippe: Okay.

Commissioner Saylor: Okay.

Roger Emmons: Now, some of that information that's come in on the different options and policies available, we may

Guy Whelan: I've not looked at all those quotes yet.

Roger Emmons: That's a lot of information.

Guy Whelan: Trying to get all this...

Roger Emmons: I understand.

Commissioner Johnson: I wait (inaudible).

Commissioner Saylor: You want to table this?

Commissioner Phillippe: I think so. Do you think it's a good idea?

Guy Whelan: On the KnowB4?

Commissioner Phillippe: To have this discussion about the cybersecurity quotes that we got. Maybe we should table the KnowB4 decision until we have those discussions?

Guy Whelan: It's coming up pretty quick; the renewal's coming up pretty quick. And I think it's a good idea to continue with it.

Commissioner Phillippe: Okay.

Guy Whelan: Just because I believe it's helping people be aware of what to, what to be looking for in those emails. I get a lot, I get reports, every time someone reports an email that's not one (1) that the training sent out and people are catching things that would be dangerous. So.

Commissioner Phillippe: So (inaudible).

Roger Emmons: So, you get the reports like when a simulated attack goes out?

Guy Whelan: Yes, I get those reports also.

Roger Emmons: And you hit the phish and that goes back to you, cause it'll say, if you guess, not guess, but if you knew what you were looking for, it says congratulations.

Guy Whelan: Right. I get those and I also get who actually clicked on one (1) of those and has to report for training. And I also get, you get a real phishing email and you report it as phishing email, I get it, I get a report on those also.

Roger Emmons: Okay. That's good.

Commissioner Saylor: I mean, I'm good with it. He's recommending it.

Guy Whelan: I mean it's something we've been doing for the last three (3) years.

Commissioner Saylor: (inaudible).

Commissioner Phillippe: (Inaudible) insurance policy.

Commissioner Johnson: We've got a lot of people on computers, going on the internets and stuff as far as you know purchasing and very easy to get these phishing (inaudible).

Commissioner Phillippe: One (1) more question, is that just applicable to the desktops or does that fall over to the ones who have mobile devices?

Commissioner Johnson: I have it on my phone too.

Guy Whelan: It actually goes to anybody who has an email address with us.

Commissioner Phillippe: So, it doesn't matter if you click on it; wherever you get your email?

Guy Whelan: Right. Right.

Commissioner Phillippe: I'll make a motion to approve the KnowB4 Contract.

Commissioner Johnson: And I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Commissioner Johnson: Now, will you please take me off?

Guy Whelan: That's all I have, thank you.

Commissioner Saylor: Thank you, Guy.

Roger Emmons: Thanks, Guy.

Commissioner Saylor: Appreciate what you do.

Commissioner Johnson: Thanks, buddy.

(KnowB4 Renewal is located on Page 47; 761. of these Official Minutes)

COUNTY PURCHASING

Commissioner Saylor: Next item on the agenda is County Purchasing. Joe? Joe don't have anything. Thank you.

COUNTY SHERIFF

Commissioner Saylor: Next item on the agenda is our County Sheriff, Chief Kruse? Nothing? Thank you.

COMMISSIONERS ITEMS FOR DISCUSSION
THANK YOU TO THE HIGHWAY DEPARTMENT

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

Commissioner Phillippe: I have nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: No, Sir.

Commissioner Saylor: I have one (1) thing. I'd like to thank the Highway Department again. Get snow, ice, perfect storm, starts off with rain, temperatures drop out. Everything freezes. And these guys are charged to deal with it and try to keep our roads clear and treated. Bobby, we thank your crew and what you guys do.

Bobby Howard: I'll pass that along to the…

Commissioner Saylor: Yeah, pass it along. Again, that was, the schools even closed. Just, when the temperature drops out, the materials stop working and it doesn't, it doesn't work real good. So, we appreciate what you do. Thank you. Do I have a motion?

Commissioner Johnson: Make a motion to adjourn

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: (Inaudible).

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

ADJOURNMENT: Meeting adjourned at 4:55 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

Dan Saylor

DAN SAYLOR, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

TERRY PHILLIPPE, MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

› 812.464.9595 office 812.464.2514 fax
› 4800 Rosebud Ln., Newburgh, IN 47630
› morleycorp.com

FILED
OCT 2 5 2019
WARRICK COUNTY
AREA PLAN COMMISSION

October 22, 2019

Warrick County Area Plan Commission
Warrick County Court House – Room 201
Boonville, Indiana 47601

Re: **Brookstone Subdivision Section 3**
Sidewalk Certification
Our Project 5255.4.017

Dear Plan Commission,

The undersigned hereby certifies that the sidewalks within Brookstone Subdivision Section 3 have been constructed in general compliance with the roadway plans approved by the Warrick County Board of Commissioners.

MATTHEW T. CALVERT REGISTERED No. PE11500635 STATE OF INDIANA PROFESSIONAL ENGINEER
10-22-19

Certified by:
Matt Calvert, P.E.
Indiana Registration No. 11500635

J:\5000s\5200-5299\5255\Civil 3D\Documents\Brookstone\2019-10-22 Section 3 Sidewalk Acknowledgement\5255 Sidewalk Cert Section 3.docx

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Date: October 22, 2019

Receipt # 23577

NAME OF SUBDIVISION: Brookstone Subdivision Section 3

I hereby request acknowledgement of completion of sidewalks by the County:

NAME OF STREET:	NO. LINEAL FEET:
Capstone Court	1,757.9
Brookstone Drive	804.1
TOTAL	2,562.0

Subdivision Developer
Jagoe Land Corporation
Manuel Ball, VP of Land

This request is accompanied by a certificate of Matt Calvert, P.E. Professional Engineer, that the sidewalks were constructed in general accordance with the plans approved by the Board of County Commissioners.

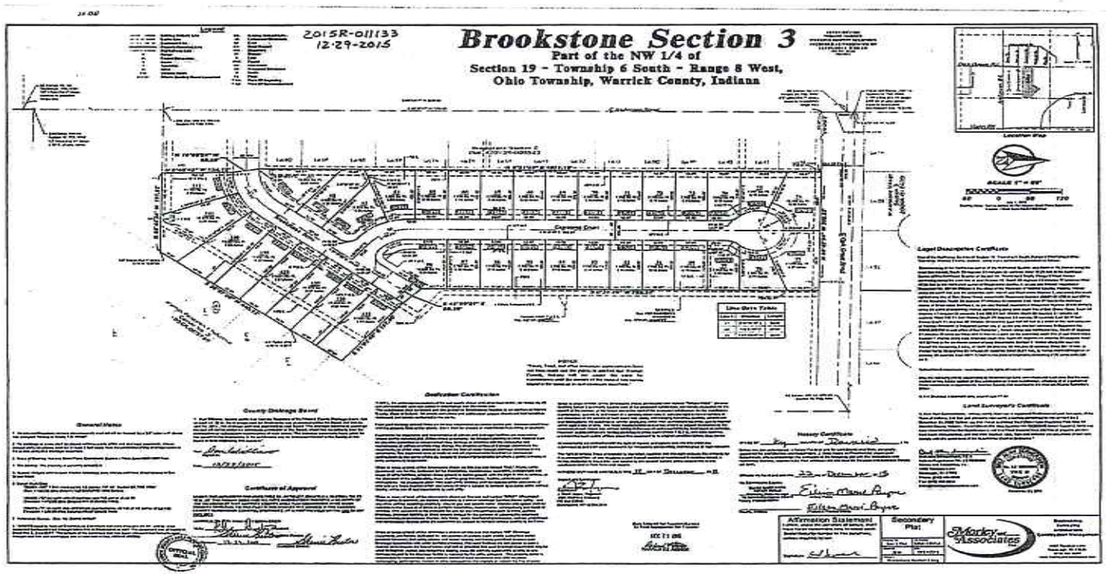
THIS REQUEST FOR SIDEWALK ACKNOWLEDGEMENT MUST BE ACCOMPANIED BY A SMALL COPY OF THE SUBDIVISION PLAT.

I have inspected the subject sidewalks and recommend acknowledgement.

County Highway Engineer

DATE: 11/12/2019

BOARD OF COUNTY COMMISSIONERS



FILED
SEP 2 0 2019
WARRICK COUNTY
AREA PLAN COMMISSION

ACCU SURVEYING & ENGINEERING, LLC
10579 OAK GROVE ROAD
NEWBURGH, IN 47630
812-457-1031
ACCUJ@SPEEDEX.NET

September 18, 2019

TO: Robert Howard PE, Warrick County Highway Engineer

RE: Pebble Creek Subdivision No. 2 PUD

Dear Mr. Howard

We are requesting that NO improvements by required for Pebble Creek Drive and Bell Road.

Sincerely,

William Y. Bivins, PE-PS

FILED
SEP 2 0 2019
WARRICK COUNTY
AREA PLAN COMMISSION

WARRICK COUNTY, INDIANA
Board of County Commissioners
Court House
Boonville, In. 47601

CERTIFICATE OF COMPLIANCE
Plan and Specifications – Street Construction

Submission Date: SEPTEMBER 17, 2019
Probable Start Construction: N.A.
Probable Finish Construction: N.A.
Project Location: WEST SIDE OF BELL ROAD 616 FEET SOUTH OF THE INTERSECION OF BELL ROAD AND YANN ROAD

Describe in detail type of street construction: N.A.

Name of Street:	No. of Lineal Ft.:	Est. Cost of Construction:
PEBBLE CREEK DRIVE	CONSTRUCTED	$ 0.00
TOTAL		$ 0.00

Name the Streets the Area Plan Commission has required sidewalks and what is the estimated cost of their construction:
PEBBLE CREEK DRIVE LETTER OF CREDIT ON FILE FOR SIDEWALKS 0.00

Total Estimated Cost of Street and Sidewalk Construction is $ 0.00

FILED
SEP 2 0 20
WARRICK COUNTY
AREA PLAN COMMISSION

I/We the Owner/Owners of the above named subdivision certify that the information given above is correct and I/We will build all named streets accordingly and in compliance with the plans and specifications as submitted and attached hereto.

Owner/Owners Name: DR. MOHAMMAD I. HUSSAIN (Typed)
Signature:
Address: 801 SAINT MARYS DRIVE EVANSVILLE, IN 47714 812-479-8566

I certify that to the best of my knowledge and belief:

That these plans and specifications for this subdivision are in Compliance with the *Standards for road and street construction as set forth in the Subdivision Control Ordinance for Warrick County, Indiana.*

That the plans and specifications as presented and attached hereto are under my dominion and control and were created by my employees and me.

Signature:
Typed Name: WILLIAM Y. BIVINS, PE-PS
Engineer ___ Licensed Land Surveyor ✓ Ind. Reg. No. PS80910003
Address: 10579 OAK GROVE ROAD NEWBURGH, IN 47630 Phone No.: 812-457-1031
SEAL

I will perform reasonable and periodic inspection of this project during construction to determine that each construction is in accordance with the plans and specifications for this project as approved by the Board of County Commissioners, Warrick County, Indiana, and attached hereto.

Signature:
Typed Name: WILLIAM Y. BIVINS, PE-PS
Engineer ___ Licensed Land Surveyor ✓ Ind. Reg. No. PS80910003
Address: 10579 OAK GROVE ROAD NEWBURGH, IN 47630 Phone No.: 812-457-1031
SEAL

Reviewed By: Area Plan Commission
Date: ___ Comments: ___
By: ___

Reviewed By: County Engineer
Date: ___ Comments: ___
By: ___

(If needed additional space provided on back page)

FILED
SEP 2 0 2019
WARRICK COUNTY
AREA PLAN COMMISSION

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS 12th DAY OF November, 2019.

PRESIDENT

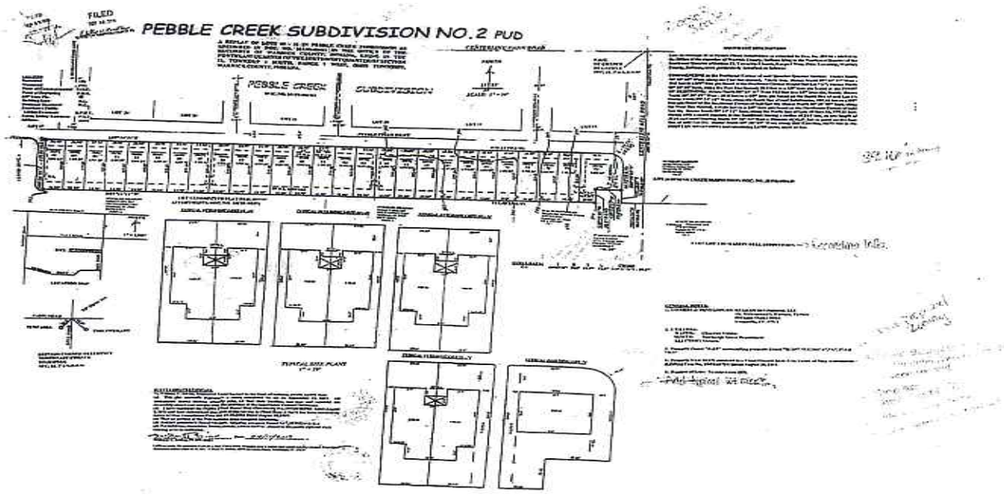
MEMBER

ATTEST:

COUNTY AUDITOR

Additional Space for Comments:

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications for street construction shall be submitted to the Board of County Commissioners for approval. Approved copies shall be filed with the offices of the Area Plan Commission and



RESOLUTION NO. 2019-09

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA AUTHORIZING SUBMISSION OF PUBLIC FACILITIES PROGRAM APPLICATION AND LOCAL MATCH COMMITMENT

WHEREAS, the Board of Commissioners of Warrick County, Indiana recognize the need to stimulate growth and maintain a sound economy within its corporate limits; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, authorizes the Indiana Office of Community and Rural Affairs to provide grants to local units of government for the elimination and prevention of blight; and

WHEREAS, the Board of Commissioners of Warrick County, Indiana has conducted or will conduct public hearings prior to the submission of an application to the Indiana Office of Community and Rural Affairs in order to assess the housing, public facilities, and economic needs of its low-income and moderate-income residents;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Warrick County, Indiana as follows:

1. The President of the Board of Commissioners of Warrick County, Indiana, is authorized to prepare and submit an application for grant funding to address the historic preservation of the Warrick Historic Jail (located at 124 E. Main Street, Boonville, Indiana), and to execute and administer any resultant grant, including the requisite general administration and project management, contracts, and agreements, pursuant to regulations of the Indiana Office of Community and Rural Affairs and the United States Department of Housing and Urban Development.

2. Warrick County, Indiana hereby commits the requisite local funds in the amount of One Hundred Sixty-One Thousand Eighty-Seven and 00/100 Dollars ($161,087.00), in the form of One Hundred Fifty-four Thousand Four Hundred Seventy-six and 00/100 Dollars ($154,476.00) from the Warrick County Fund 4506 – General Obligation Bond 2018, and Six Thousand Six Hundred Eleven and 00/100 Dollars ($6,611.00) from Boonville NOW! Inc., as matching funds for said program, with such commitments to be contingent upon receipt of Public Facilities Program funding from the Indiana Office of Community and Rural Affairs.

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 12th day of November, 2019.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Member

Terry Phillippe, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

2

Legal Counsel

Status of Site Control
As the Legal Counsel, respectively, I hereby certify that the required site control activities have been completed respective to all interests in real property which are related or involved with the commencement and completion of CDBG-assisted activities in accordance with the federal Uniform Relocation and Acquisitions Policies Act of 1970, as amended.

Signature, Applicant's Legal _____11-12-19_____ **Date**

Counsel Typed Name and Title:

Todd Glass, Esq., County Attorney

Grant Administrator

Application and Signature Certification
As the Lead Applicant's Grant Administrator, I hereby certify that to the best of my knowledge and belief, the information, including any uploads, submitted on the online application is true and accurate, meets with all relevant federal, state, and local laws, regulations, and policies, that above individuals have reviewed and confirmed the information for their respective sections on the online application, and that all the above signatures are authentic.

Signature, Applicant's Grant _____11-12-19_____ **Date**

Administrator Typed Name and Title:

Debra Bennett Stearsman, GA, EDCSWI

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CDBG LEGAL SECTION
The following is a recreation of the wording from the Legal Section of the online CDBG Application. By Submitting a proposal or application the lead applicant is agreeing to this terms.

Civil Rights Certification
The Applicant, any contractor, any subcontractor, or any other party performing any services or having any responsibilities hereunder shall fully and completely comply with the following:

a) **Section 109 of the Housing and Community Development Act of 1974 which requires that no person in the United States shall on the grounds of race, color, national origin or sex, be excluded from the participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds.**
b) **Shall not, under any program or activity pursuant to this Agreement, directly or through contractual or other arrangements, on the grounds of race, color, national origin, sex, age, handicap status or religion:**
   i. **Deny any individual any facilities, services, financial aid or other benefits provided under the program or activity.**
   ii. **Provide any facilities, services, financial aid or other benefits in a different form from those provided under the program or activity.**
   iii. **Subject any person to segregated or separate treatment in, or in any matter of process related to receipt of any services or benefit under the program or activity.**
   iv. **Restrict an individual in any way access to, or the enjoyment of, any advantages or privilege enjoyed by others in connection with facilities, services, financial aid or any other benefits under the program or activity.**
   v. **Treat an individual different from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or any benefit provided under the program or activity.**
   vi. **Deny an individual an opportunity to participate in a program or activity as an employee.**
c) **Shall not use criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, national origin, sex, age, handicap status or religion, or have effect of defeating or substantially impairing the accomplishment of the objectives of the Housing and Community Development Act of 1974, (as amended).**
d) **In determining a site or location of housing or facilities shall not make selections of such site or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, national origin, sex, age, handicap status, or religion.**

The Applicant in all contracts or agreements subject to Executive Order 11246 shall be subject to HUD Equal Employment Opportunity regulations at 24 CFI Part 135 applicable to HUD assisted construction contracts.

The Applicant shall cause or require to be inserted in full in any non-exempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

The Applicant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising: layoff or termination: rates of pay or other forms of compensation: and selection or training: including apprenticeship. The applicant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantor setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the applicant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Applicant Contractor will comply with all provisions of Executive Order 11246 of September 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Applicant/Contractor will comply with all provisions of Title VIII, Civil Rights Act of 1968, which prohibits discrimination in the sale of rental dwellings, discrimination in the financing of housing, blockbusting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing services or real estate brokers' organization for discriminatory reasons.

The Applicant/Contractor will comply with Section 3 Housing and Urban Development Act of 1968, Section 504: Rehabilitation Act of 1974, Executive Order 11063 and all other Federal Rules and Regulations.

The Applicant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules and regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Applicant's noncompliance with the nondiscrimination clauses of an executed agreement or with any such rules, regulations, or orders, this agreement may be canceled, terminated or suspended in whole or in part and the applicant May be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor.

The Applicant shall require that the language referred to in this certification be included in the award documents for all sub-awards at all tiers (including sub-contract, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Event and Signage Guidelines

Upon award of an Indiana Office of Community and Rural Affairs (OCRA) grant, the grantee is responsible for recognizing the funder(s) on signage and to include OCRA representation in any celebratory event(s) relating to the project.

Event(s):

There is a minimum of one event required per project award. These events may include, but are not limited to, a ground breaking or ribbon cutting ceremony.

1. GENERAL GUIDELINES:
   a. An event to celebrate and promote the project should be conducted. The event may be to kick off, complete, engage the community, etc. These events are often referred to as ground breaking or ribbon cutting ceremonies or something of similar nature.
   b. The event shall be scheduled with OCRA. OCRA agrees to have a representative there barring any unforeseen circumstances.
   c. A minimum of one month notice of the event shall be provided to the community's Community Liaison at which time they will provide you with an Event Sheet. You will be notified of the name or names of the OCRA staff who will be present.
   d. Any necessary quotes needed for local media will be coordinated through OCRA's Communications Manager.
   e. Photos taken during the event shall be shared with OCRA. OCRA may use those photos as deemed appropriate.

Signage:

Any temporary or permanent signage will include acknowledgement of the Office of Community and Rural Affairs' (OCRA) and Department of Housing and Urban Development's (HUD) contribution to the project.

2. GENERAL GUIDELINES:
   a. Proposed design plan(s) shall be submitted along with a description for its reasoning to the OCRA Communication Manager for final approval.
   b. Should be mounted on prominent vertical surface or eye-level horizontal surface
   c. Should be mounted surface or flush mount on walls, and flush on walkways
   d. Should be incorporated into or attached to a permanent surface within the project
   e. Each plaque shall exhibit consistency with and reflect the architectural integrity of the project/building
   f. Complimentary mediums created in a manner that is complementary to the finished design may be approved by the OCRA Communication Manager.
3. SIZE:
   g. The width of the logo should be proportionate to the height, and the logo should not appear distorted. The size at which the logo is used must be proportionate to the size of the materials you are producing, to make sure it's clear and easy to read.
4. MATERIAL:
   h. May be raised, engraved or etched panel of stone, wood, glass or metal (other materials to be approved by OCRA prior to construction)
5. ELEMENTS:
   i. Minimum 3/4" text height
   j. If other logos are included, include an image of the OCRA logo
   k. The inclusion of the following approved language:
      i. Brought to you by the Office of Community and Rural Affairs (OCRA)
      ii. Thank you to the Office of Community and Rural Affairs (OCRA)
      iii. Brought to you in partnership with the Office of Community and Rural Affairs (OCRA)
   l. Other partners should be listed or noted
6. EXCEPTIONS:
   m. NON-VISIBLE INFRASTRUCTURE PROJECTS (wastewater, stormwater, etc.): Please include reference to award in mailing or billing.
      iv. EX: "You are saving $5.91 per month on your water bill thanks to funding provided by the Office of Community and Rural Affairs (OCRA) and the Department of Housing and Urban Development (HUD)."
7. MAINTENANCE
   n. The maintenance of the approved funding acknowledgement is the obligation of the community. The community must ensure the funding acknowledgement continues to be legible.
8. DISCLAIMER:
   o. OCRA has the option to require the removal of the signage at any time. Written notice will be provided by OCRA if removal is required.

Assurances and Certifications

Definitions:

"Applicant" refers to an eligible unit of local government.
"HUD" refers to the United States Department of Housing and Urban Development.
"OCRA" refers to the Indiana Office of Community and Rural Affairs, an agency of the State of Indiana.
"State" refers to the State of Indiana.

The applicant hereby assures and certifies that:

(a) It possesses legal authority to apply for the grant, and to complete the proposed activities.
(b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing submission of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
(c) It has facilitated or will facilitate citizen participation by:
   1) Publishing a statement of proposed activities so that affected citizens have an opportunity to submit comments on the proposed activities of the applicant;
   2) Providing adequate notices for two or more public hearings, specifically to persons of low- and moderate-income;
   3) Holding two or more public hearings on the proposed application at times and locations convenient to potential beneficiaries, accessible to the handicapped, and that meet the needs of non-English speaking residents, if appropriate, to obtain citizens' views before adoption of resolution or similar action by the local governing body authorizing the submission of the application;
   4) Providing citizens information concerning the amount of funds available for proposed community development activities and the range of activities within the project;
   5) Providing citizens with information concerning the amount of funds that will benefit persons of low- and moderate-income;
   6) Furnishing citizens with the plans made to minimize the displacement of persons and to assist persons actually displaced as a result of grant activities;
   7) Providing technical assistance to groups representing persons of low- and moderate-income requesting such assistance in developing proposals;
   8) Providing citizens with reasonable notice of substantial changes proposed in the use of grant funds and providing opportunity for public comment;
   9) Providing citizens with reasonable access to records regarding the past use of Community Development Block Grant (CDBG) funds received; and
   10) Any modifications or amendments to the project will be made in accordance with the same procedures required in (c) for the preparation and submission of a statement of proposed activities.
(d) It has identified housing and community development needs, including those of low- and moderate-income persons and the activities to be undertaken to meet such needs.

(e) The CDBG program has been developed so as to give maximum feasible priority to activities that will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight.
[The requirement for this certification will not preclude the Indiana Office of Community and Rural Affairs from approving an application where the applicant certifies, and the Indiana Office of Community and Rural Affairs determines, that all or part of the Community Development Block Grant Program activities are designed to meet other community development needs having a particular urgency as specifically explained in the application.]

(f) It will minimize displacement of persons and provide for reasonable benefits to any person involuntarily and permanently displaced as a result of activities associated with program funds.

(g) It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG funds; or (ii) for purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, the applicant certified to the Secretary or such State, as the case may be, that it lacks sufficient funds received from CDBG Program to comply with the requirements of clause.

(h) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administrative rules, including the provision that project completion be no longer than eighteen (18) months from project startup, inclusive of the bid process for professional and engineering services as well as program close-out. In addition, said provision includes an assurance of the availability of project funds, both local and private, upon award of the grant.

(i) It will comply with:
1) Section 110 of the Housing and Community Development Act of 1974, as amended, by the Housing and Urban-Rural Recovery Act of 1983 and the Housing and Community Development Act of 1987, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;
2) The provisions of the Davis-Bacon Act (46 U.S.C. § 276a-5) with respect to prevailing wage rates (except for projects for rehabilitation of residential properties of fewer than eight units);
3) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week, and
4) Federal Fair Labor Standards Act, 29 U.S.C. § 102 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week; and
5) Anti-kickback (Copeland) Act of 1934, 18 U.S.C. § 874 and 40 U.S.C. § 276c, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(j) It will comply with:
1) Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2) The Fair Housing Act (previously known as Title VIII of the Civil Rights Act of 1968) (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
3) Section 109 of Title I of the Housing and Community Development Act of 1987, as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity;
4) Executive Order 11063, as amended by Executive Order 12259 on equal opportunity in housing and non-discrimination in the sale or rental of housing built with Federal assistance, and requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968; and
5) Executive Order 11246 as amended by Executive Order 11375 and 12086, and the regulations issued pursuant hereto (24 CFR Part 6), the Indiana Code (I.C. 22-9-1-10), which provides that no person shall be discriminated against on the basis of race, religion, color, sex, disability, national origin or ancestry in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship.

(k) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government.

(l) It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Federal implementing regulation at 49 CFR Part 24, and the requirements of section 24 CFR Part 570.488 and it is following a residential anti-displacement and relocation assistance plan under section 104(d) of Title I of the Housing & Community Development Act of 1974, as amended.

(m) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

(n) It will comply with the provisions of the Hatch Act, which limits the political activity of employees.

(o) It will give the State, HUD and the Comptroller General through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant and project activities.

(p) Its chief executive officer or other officer of applicant approved by the Office of Community and Rural Affairs:
1) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. S 4321 et seq.) and other provisions of Federal law, as specified at 24 CFR 58.1(b)(1), which further the purposes of NEPA insofar as the provisions of such Federal law apply to the CDBG Program; and
2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.

(q) It will comply with:
1) The National Environmental Policy Act of 1969 (42 U.S.C. S 4321 et seq.) and 24 CFR Part 58, and in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (U.S.C. 469a-1, et seq.):
   a) By consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
   b) By complying with all requirements established by the State and to avoid or mitigate adverse effects upon such properties.
2) Executive Order 11988, Floodplain Management;
3) Executive Order 11990, Protection of Wetlands;
4) Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);
5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
6) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);
7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300f et seq.);
8) Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended, (42 U.S.C. Section 4831 (b);
9) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);
10) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);
11) The Clean Water Act of 1977 (Public Law 95-217); and
12) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.);
13) Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) as it relates to the mandatory purchase of flood insurance for special flood hazard areas.

(r) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

(s) It will abide by the provisions of 24 CFR 570.611 that no member, officer, or employee of the grantee or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the project during the duration of the project and for one year thereafter shall have any direct or indirect interest in any contract, subcontract, or the proceeds thereof, financed in whole or in part with CDBG funds.

(t) It agrees to repay to the State of Indiana any funds under this program which, as the result of a HUD or State of Indiana authorized audit, are found to have been spent in an unauthorized manner or for unauthorized activities.

(u) It certifies that none of the funds being applied for will be used to supplant any local, state, federal or private dollars that have been committed to the project as proposed in this application.

(v) It certifies that it has adopted and will enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction (Section 104(i) of Title I of the Housing & Community Development Act of 1974, as amended).

(w) It certifies that pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder:

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

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

3) The applicant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 12/31/2016)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information Indicate whether this is an Initial Report ☑ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code):
Warrick County Commissioners, 107 W Locust, Suite 302, Boonville, Warrick County, Indiana 47601

2. Social Security Number or Employer ID Number:
35-6000210

3. HUD Program Name
CDBG Competitive Funds Administered by Indiana Office of Community & Rural Affairs

4. Amount of HUD Assistance Requested/Received
500,000

5. State the name and location (street address, City and State) of the project or activity:
124 E Main Street, Boonville, Warrick County, Indiana

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).
☐ Yes ☑ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9
☑ Yes ☐ No.

If you answered "No" to either question 1 or 2, Stop! You do not need to complete the remainder of this form. *However*, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.
Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Use of the Funds
Warrick County Commissioners	Local Match	161,087.00	Adm., Arch., Construction

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:
1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)
Unknown at this time.			

(Note: Use Additional pages if necessary.)

Certification
Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.
I certify that this information is true and complete.

Signature: x Dan Saylor
Date: (mm/dd/yyyy) 11-12--19

Form HUD-2880 (3/13)

Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is voluntary. HUD is authorized to collect this information under the Housing and Community Development Act of 1987 42 U.S.C.3543 (a). The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of the HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:
(1) You are applying for assistance from HUD for a specific project or activity and you have received, or expect to receive, assistance from HUD in excess of $200,000 during the during the fiscal year;
(2) You are updating a prior report as discussed below; or
(3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance): General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.
All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to *either* questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD *and any other source* - that have been or are to be made available for the project or activity. Non-government sources of

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funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed; i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. (April 1, 1989, at 03 Fed. Reg. 14440.)
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purposes of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

Form HUD-2880 (3/13)

CDBG Signature Page

This page is required to be uploaded with the online submission of a CDBG application.

Lead Applicant	Warrick County
Program	PFP - Historic Preservation
Round	Round 2

Chief Elected Official

Readiness to Proceed Certification

The Lead Applicant submits this certification to the Indiana Office of Community and Rural Affairs, hereinafter referred to as "OCRA" respective to the Applicant's application to OCRA for federal Community Development Block Grant (CDBG) funding. This certification is submitted to OCRA to assure that the Applicant has attained sufficient readiness in order to complete the subject project within eighteen (18) months after award of the CDBG grant by OCRA. The Applicant warrants that the project will be completed within eighteen (18) months following CDBG grant award, and herein indicates the level of readiness-to-proceed respective to the following areas:

* Project Financing
* Completion of required environmental review process
* Project engineering and/or architectural services
* Control of all interests in real property necessary to complete the project (site control)
* Obtaining necessary local, state and federal permits to complete the project

Project Financing

As Chief Elected Official (CEO) of the Lead Applicant, I hereby certify that all non-CDBG sources of funding necessary to carry out the project as listed in the project application have been secured and are available for expenditure immediately upon full execution of the CDBG grant agreement between Applicant and OCRA, and subsequent release of funds by OCRA. I further certify that all such project matching funds will be placed into, and disbursed from, a separate special fund in accordance with IC 36-1-8-12, as amended by House Enrolled Act 1542 of the Acts of the 1997 General Assembly. Pertinent comments respective to this certification are indicated below.

Status of Required Environmental Review Process

As Chief Elected Official (CEO) of the Lead Applicant, I hereby certify that the subject project activity will require the type of environmental review listed within the online application respective to 24 CFR Part 58.

Project Engineering and/or Architectural Services

As Chief Elected Official (CEO) of the Lead Applicant, I hereby certify that all preliminary architectural and/or engineering services necessary to complete the environmental review process have been completed and the Lead Applicant is prepared to immediately proceed with final architectural and/or engineering services upon award of the CDBG grant by OCRA.

Status of Permits

As Chief Elected Official of the Lead Applicant, I hereby certify that all local, state and federal permits necessary to complete the project have been listed in the CDBG application document and such permits may be secured in sufficient time for the Applicant to complete the project within eighteen (18) months following grant award.

Legal Certifications and Assurances

As Chief Elected Official of the Lead Applicant, I hereby certify that to the best of my knowledge and belief, the Lead Applicant will comply with the Civil Rights Certification, the Events and Signage Guidelines, and the Assurances and Certifications outlined in the Legal section of the online application if funded. (Note: A recreation of the Legal section can be found on at https://www.in.gov/ocra/cdbg.htm.)

Authorization of Submission

As Chief Elected Official of the Lead Applicant, I certify that submission of the online application has been duly authorized by the governing body of the lead applicant; that the Lead Applicant has the legal capacity to carry out the proposed project; that the proposed project is designed to meet the identified housing and community development needs of the community, including those of low- and moderate-income persons; and that the proposed project will minimize the need for displacement of businesses and families and provide reasonable benefits for those displaced. I also certify that the proposed project will be completed within eighteen (18) months of award, if funded.

Dan Saylor

Signature, Chief Elected Official Typed Name and 11-12-19 **Date**

Title: Dan Saylor, Commission President

Professional Engineer or Architect

Status of Site Control

As the Applicant's Professional Engineer or Architect, respectively, I hereby certify that the required site control activities have been completed respective to all interests in real property which are related or involved with the commencement and completion of CDBG-assisted activities in accordance with the federal Uniform Relocation and Acquisitions Policies Act of 1970, as amended.

Status of Permits

As the Lead Applicant Professional Engineer or Architect, I hereby affirm the Chief Elected Official's certification that all local, state and federal permits necessary to complete the project have been listed in the CDBG application document and such permits may be secured in sufficient time for the Applicant to complete the project within eighteen (18) months following grant award.

Signature, Applicant's Professional Engineer or Architect 11-12-19 **Date**

Typed Name and Title: David Wills, AIA, LEED AP

November 12, 2019

Eric Ogle
CDBG Program Director
Office of Community and Rural Affairs
One North Capital, Suite 600
Indianapolis, IN 46204-2027

RE: Warrick County Jail Historic Preservation – Public Facilities Program

Dear Mr. Ogle:

On behalf of Warrick County, the Economic Development Coalition of Southwest Indiana is hereby authorized to conduct any and all necessary public hearings concerning the proposed Public Facilities Program (PFP) project with the Indiana Office of Community and Rural Affairs. In addition, the Coalition shall publish and post all necessary hearing notices and is further authorized to record any and all minutes of such public hearings. Said notices and minutes may be used where necessary in conjunction with the application to IOCRA.

Thank you for your consideration of this important community development project.

Sincerely,

Dan Saylor
President, Warrick County Commissioners

Cc: Economic Development Coalition of Southwest Indiana

Financial Management Form 6.6

Federal Funding Accountability And Transparency Act Certification

On behalf of and as a duly authorized agent and representative of:

Warrick County
(Name of City, Town or County)

This is to certify that the legal entity identified above, which corresponds to the DUNS number previously provided,

____ Did receive 80% or more of its annual gross revenues in U. S. federal contracts, subcontracts, loans, grants, sub grants, and/or cooperative agreements; or

X Did not receive 80% or more of its annual gross revenues in U. S. federal contracts, subcontracts, loans, grants, sub grants, and/or cooperative agreements; and

AND

____ Did receive $25,000,000 or more in annual gross revenues from U. S. federal contracts, subcontracts, loans, grants, sub grants and/or cooperative agreements; or

X Did not receive $25,000,000 or more in annual gross revenues from U. S. federal contracts, subcontracts, loans, grants, sub grants and/or cooperative agreements.

I certify to the best of my knowledge that the above information is correct.

Signature, Chief Elected Official — Date Signed: 11-12-19

Printed Name of Chief Elected Official: Dan Saylor — Title of Chief Elected Official: Commission President

Revised: August 2013

Mounts Electric Inc.

P.O. Box 3273 • Evansville, IN 47731
515 Northwest Second • Evansville, IN 47708
(812) 422-5358 • FAX (812) 422-5851
COMMERCIAL—INDUSTRIAL WIRING

October 31, 2019

Warrick County Commissioners
ATTN: Mr. Dan Saylor, President
107 W. Locust Street, Suite 301
Boonville, IN 47601

RE: Traffic Signal Maintenance Agreement – Contract Amendment

We hereby agree to add one traffic signal location of Epworth and Independence to the current Traffic Signal Maintenance Agreement, under the same general conditions as the current contract, which began 5-1-18 and will expire on 4-30-20.

This Contract Amendment will become effective 11-1-19.

IN TESTIMONY WHEREOF, the parties hereto have executed this AGREEMENT.

Contractor:
MOUNTS ELECTRIC, INC.
David G. Mounts, President

Attest:
Mary Rolleke
Date: 10-31-19

County:
Dan Saylor
President, Warrick County Commissioners

Attest:
Roger E. Emmons
Date: November 12, 2019

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2019-27

PLAN COMMISSION DOCKET # PC-R-19-11

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

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

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

That the boundaries of the C-3 Highway Commercial District as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate:

Lots One (1) and Five (5) in Block One (1) in Crest-View Terrace Subdivision, a Subdivision of part of the Northwest Quarter of the Southwest Quarter of Section Thirty-Five (35), Township Six (6) South, Range Nine (9) West, according to the recorded plat there of as recorded in Plat book 3, Page 146, and revised plat in Plat Book 4, Page 49 in the Office of the Recorder of Warrick County, Indiana.

Except there from a part of Lot One (1) IN Crest-View Terrace Subdivision, a Subdivision of part of the Northwest Quarter of the Southwest Quarter of Section Thirty-five (35), Township Six (6) South, Range Nine (9) West, according to the recorded plat there of as recorded in Plat book 3, Page 146, and revised plat in Plat Book 4, Page 49 in the Office of the Recorder of Warrick, County, Indiana described as follows:

Beginning at the Southwest corner of said Lot; thence North 0 degrees 25 minutes 07 seconds East a distance of One Hundred Sixty-five and No Hundredths (165.00) feet along the west line of said lot; thence South 82 degrees 35 minutes 35 seconds East a distance of Eleven and Sixty-three Hundredths (11.63) feet; thence South 0 degrees 18 minutes 47 seconds West a distance of One Hundred Forty-Six and Forty-five Hundredths (146.45) feet; thence South 44 degrees 26 minutes 19 seconds East a distance of Thirty-nine and Nine Hundredths (39.09) feet to the southern line of said lot; thence North 74 degrees 31 minutes 53 seconds West a distance of Forty and Seventy-seven Hundredths (40.77) feet along said Southern line to the point of beginning and said to contain 2,219 square feet, more or less.

which real estate is now zoned and classified as part of the "C-3" Highway Commercial District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said "C-3" District to said "R-1B" District.

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

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

President

Member

Member

BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

ATTEST:

County Auditor

11/12/2019
Date Approved

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

Signature

Printed Name

This document prepared by

DEDICATION OF RIGHT-OF-WAY

Warrick County, Indiana, by and through the Board of Commissioners of Warrick County, Indiana, as owner of certain Real Estate herein described, does hereby dedicate the same public right-of-way for public use as more particularly described in the referenced Amended and Restated Grant and Dedication of Right-of-Way, attached hereto:

1. Amended and Restated Grant and Dedication of Right-of-Way from American Land Holdings of Indiana, LLC and Cameron L. Warne ("Grantors") to Warrick County, Indiana, by and through the Warrick County Board of Commissioners ("Grantee"), and recorded as Instrument Number 2019R-010163 in the Office of the Recorder of Warrick County, Indiana.

IN WITNESS WHEREOF, the Board of Commissioners of Warrick County, Indiana, execute this Dedication of Right-of-Way on this 25th day of November, 2019.

WARRICK COUNTY, INDIANA

BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Terry J. Phillippe, Member

Attest:

Deborah K. Stevens, Auditor
Warrick County

STATE OF INDIANA
COUNTY OF WARRICK } **SS:**

BEFORE ME, a Notary Public in and for said County and State, personally appeared **Dan Saylor, Robert H. Johnson, Jr., and Terry J. Phillippe,** known to me to be the Commissioners of Warrick County, Indiana, who as such Commissioners acknowledged the execution of the foregoing document, and who, having been duly sworn, affirm the truth of the statements in the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of November, 2019.

OFFICIAL SEAL
SUSAN B. TAYLOR
NOTARY PUBLIC - INDIANA
WARRICK COUNTY #608430
My Comm. Expires April 19, 2025

Signature of Notary Public

Printed Name of Notary

STATE OF INDIANA
COUNTY OF WARRICK } **SS:**

BEFORE ME, a Notary Public in and for said County and State, personally appeared **Deborah K. Stevens,** known to me to be the Auditor of Warrick County, Indiana, who as such Auditor acknowledged the execution of the foregoing document, and who, having been duly sworn, affirms the truth of the statements in the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of November, 2019.

OFFICIAL SEAL
SUSAN B. TAYLOR
NOTARY PUBLIC - INDIANA
WARRICK COUNTY #608430
My Comm. Expires April 19, 2025

Signature of Notary Public

Printed Name of Notary

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

Todd I. Glass, Esq.

This instrument was prepared by Todd I. Glass, Esq.
Fine & Hatfield, A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779.
Telephone: (812) 425-3592 Email: tig@fine-hatfield.com

[RECORDED WARRANTY DEED]

Warrick County Claims for Payment
11/12/2019

Effective	Payee Name 1	Fund	Fund Desc	Acct Desc	Loc Desc	Amount
10/24/2019	AT&T	1000	General	Communication	County Commissioners	400.94
10/24/2019	AT&T	1000	General	Communication	County Commissioners	274.86
10/24/2019	AT&T	1000	General	Communication	County Commissioners	84.46
10/24/2019	AT&T	1000	General	Communication	County Commissioners	91.45
10/24/2019	AT&T Mobility	1000	General	Communication	Central Dispatch Center	2643.40
10/24/2019	AT&T Mobility	1000	General	Mobile Command Unit	Emergency Services	31.24
10/24/2019	AT&T Mobility	1000	General	Contract Services	Emergency Services	93.72
10/24/2019	EXPRESS SERVICES INC	1000	General	Contract Services	County Commissioners	369.20
10/24/2019	First Bankcard vw2015	8460	Inet Crimes Agnst Child	Other Services & Chrg	No Department	429.96
10/24/2019	First Bankcard vw2015	8460	Inet Crimes Agnst Child	Other Services & Chrg	No Department	(11.96)
10/24/2019	Greg Richmond	1000	General	Travel Expense	County Council	66.44
10/24/2019	Hyatt Regency Indianapolis	1122	Community Corrections	Travel Expense	No Department	33.00
10/24/2019	The Murphy Elevator Co Inc	1000	General	Repairs	Court House Annex	291.28
10/24/2019	J. Parker Trulock	2504	Pretrial Diversion	Travel Expense	No Department	194.32
10/24/2019	Spectrum	1000	General	Communication	County Commissioners	420.05
10/24/2019	Theresa Steapleton	5200	PR Withholding-Insurance	AFLAC	No Department	1051.88
10/24/2019	Williams, Beth	1000	General	Training/Travel	Emergency Services	100.00
10/24/2019	David Woolen	1000	General	Training/Travel	Emergency Services	100.00
10/24/2019	Warrick Publishing Co	1000	General	Legal Notices	County Commissioners	8.80
10/24/2019	Warrick Publishing Co	1000	General	Legal Notices	County Commissioners	6.40
10/24/2019	Warrick Publishing Co	1000	General	Legal Notices	County Commissioners	8.00
10/24/2019	First Bankcard	1197	Storm Water Management Dept	Storm Water Projects	No Department	224.66
10/24/2019	First Bankcard	1197	Storm Water Management Dept	Storm Water Projects	No Department	(14.70)
10/24/2019	ASHLEY, ROSE M.	1000	General	Per Diem-Petit Jury	Circuit Court	23.74
10/24/2019	AUSTIN, WENDY E.	1000	General	Per Diem-Petit Jury	Circuit Court	18.80
10/24/2019	BECKLEY, JESSE E.	1000	General	Per Diem-Petit Jury	Circuit Court	102.80
10/24/2019	DALE, ROBERT A.	1000	General	Per Diem-Petit Jury	Circuit Court	98.24
10/24/2019	DAWSON, COLIN A.	1000	General	Per Diem-Petit Jury	Circuit Court	80.00
10/24/2019	EDWARDS, ELIZABETH A	1000	General	Per Diem-Petit Jury	Circuit Court	23.74
10/24/2019	FISHER JR., THOMAS E	1000	General	Per Diem-Petit Jury	Circuit Court	86.84
10/24/2019	GERTEISEN, ANN M.	1000	General	Per Diem-Petit Jury	Circuit Court	22.60
10/24/2019	HAMM, MICAH N.	1000	General	Per Diem-Petit Jury	Circuit Court	15.00
10/24/2019	HOLLOMAN, JANETTA J	1000	General	Per Diem-Petit Jury	Circuit Court	19.94
10/24/2019	IRWIN, TINA M	1000	General	Per Diem-Petit Jury	Circuit Court	24.50
10/24/2019	LARNERD, JEREMIAH E	1000	General	Per Diem-Petit Jury	Circuit Court	22.22
10/24/2019	MCKEON, DAWN M.	1000	General	Per Diem-Petit Jury	Circuit Court	96.72
10/24/2019	MEHRNIA, MONOUIR R	1000	General	Per Diem-Petit Jury	Circuit Court	94.44
10/24/2019	METCALF, JASON M.	1000	General	Per Diem-Petit Jury	Circuit Court	27.92
10/24/2019	SCHAPKER, JEFFREY W	1000	General	Per Diem-Petit Jury	Circuit Court	21.08
10/24/2019	SHOEMAKER, AMY M	1000	General	Per Diem-Petit Jury	Circuit Court	19.18
10/24/2019	STASER, AUSTIN	1000	General	Per Diem-Petit Jury	Circuit Court	15.00
10/24/2019	STEPHENS, STEPHANI E	1000	General	Per Diem-Petit Jury	Circuit Court	21.08
10/24/2019	TURPIN, THELMA E.	1000	General	Per Diem-Petit Jury	Circuit Court	95.20
10/24/2019	WADDELL, LESLIE ANNE H	1000	General	Per Diem-Petit Jury	Circuit Court	23.74
10/24/2019	WESTER, GWENNDOLYN A	1000	General	Per Diem-Petit Jury	Circuit Court	22.98
10/25/2019	Dannhelser, Diana	1215	Election And Registration	Unappropriated-Exp	No Department	137.00
10/25/2019	Atteberry, Nancy S.	1000	General	Unappropriated-Exp	No Department	80.00
10/25/2019	Gary A Willis	1201	Surplus/Excess Tax	Unappropriated-Exp	No Department	172.91
10/25/2019	Wheeler, Darryn	2503	Jury User Fees	Unappropriated-Exp	No Department	21.84
10/25/2019	Dossett Consulting	8899	93.563 Clerk IV-D Incentive	General Supplies	No Department	500.00
10/25/2019	First Bankcard	1000	General	Supplies- Janitorial	Court House Annex	70.67
10/25/2019	First Bankcard	1000	General	Travel Exp-Dist 1	County Commissioners	230.00
10/25/2019	First Bankcard	1000	General	Travel Exp-Dist 2	County Commissioners	230.00
10/25/2019	First Bankcard	1000	General	Travel Exp-Dist 3	County Commissioners	230.00
10/25/2019	First Bankcard	1000	General	Comp Res Support	County Commissioners	38.85
10/25/2019	First Bankcard	1000	General	Other Services & Chrg	County Commissioners	27.00
10/25/2019	First Bankcard	1000	General	Contract Services	County Commissioners	72.00
10/25/2019	First Bankcard	1000	General	General Supplies	County Commissioners	21.99
10/25/2019	First Bankcard	1000	General	Buildings	Court House Annex	152.68
10/25/2019	First Bankcard	9115	2019 Problem Solving Court	Expense	No Department	750.00
10/25/2019	First Bankcard	9210	DCCC Adult Comm Based Supervis	Travel Expense	No Department	75.65
10/25/2019	Frontier	1222	Statewide 911	Contract Services	No Department	294.79
10/25/2019	Neopost Postage On Call	1215	Election And Registration	Postage	No Department	2000.00
10/25/2019	Neopost Postage On Call	1000	General	Postage	Clerk Of Circuit Court	2000.00
10/25/2019	Onsolve, LLC	1222	Statewide 911	Contract Services	No Department	21500.00
10/25/2019	Ziemer Stayman Weitzel Shulda	1000	General	Legal Services	County Council	1500.00
10/29/2019	Hutson, Inc.	1169	Local Road & Street	Repairs	No Department	271.31
10/29/2019	Hutson, Inc.	1169	Local Road & Street	Repairs	No Department	847.26
10/29/2019	Tri-State Reporting, Inc	1000	General	Printing	County Prosecutor	381.30
10/29/2019	Guy Hall	1000	General	Printing	County Prosecutor	40.00
10/29/2019	Matthew Bender & Co Inc	1000	General	Law Books	Circuit Court	144.43
10/29/2019	Matthew Bender & Co Inc	1000	General	Law Books	Circuit Court	483.61
10/29/2019	Matthew Bender & Co Inc	1000	General	Law Books	Circuit Court	4809.46
10/29/2019	Boonville Lawn And Garden Inc	1000	General	Grounds & Parking	Court House Annex	9.94
10/29/2019	Boone Funeral Home	1000	General	Burial of Soldiers	County Commissioners	100.00
10/29/2019	Boone Funeral Home	1000	General	Burial of Soldiers	County Commissioners	100.00
10/29/2019	Boone Funeral Home	1000	General	Burial of Soldiers	County Commissioners	100.00
10/29/2019	B-Hive Printing	2001	Adult Probation-Circuit	General Supplies	No Department	59.00
10/29/2019	American Stamp & Marking Prod.	1000	General	Printing Supplies	Circuit Court	451.93
10/29/2019	Aigner Hardware	1219	Park & Recreation	Maintenance Supplies	No Department	37.54
10/29/2019	Aigner Hardware	1219	Park & Recreation	Maintenance Supplies	No Department	31.50
10/29/2019	Aigner Hardware	1219	Park & Recreation	Maintenance Supplies	No Department	10.38
10/29/2019	Aigner Hardware	1219	Park & Recreation	Maintenance Supplies	No Department	31.50
10/29/2019	Aigner Hardware	1219	Park & Recreation	Maintenance Supplies	No Department	32.82
10/29/2019	Aigner Hardware	1219	Park & Recreation	Maintenance Supplies	No Department	12.48
10/29/2019	Aigner Hardware	1219	Park & Recreation	Gas,Oil, Lubricants	No Department	43.22
10/29/2019	Aigner Hardware	1219	Park & Recreation	Gas,Oil, Lubricants	No Department	2.59
10/29/2019	B-Hive Printing	4103	Highway Donations	(Peabody) Materials/Equipment	No Department	1465.80
10/29/2019	Erosion Resource/Supply Inc.	1197	Storm Water Management Dept	Storm Water Projects	No Department	145.00
10/29/2019	J & J Supply Inc.	1197	Storm Water Management Dept	Storm Water Projects	No Department	5364.00
10/29/2019	J & J Supply Inc.	1197	Storm Water Management Dept	Storm Water Projects	No Department	1041.54
10/29/2019	Superior Ag Resources	1197	Storm Water Management Dept	Storm Water Projects	No Department	1508.10
10/29/2019	Superior Ag Resources	1197	Storm Water Management Dept	Storm Water Projects	No Department	199.76
10/29/2019	Brian's Concrete Supplies	1197	Storm Water Management Dept	Storm Water Projects	No Department	642.00

10/29/2019	Erosion Resource/Supply Inc.	1197	Storm Water Management	Storm Water Projects	No Department	461.25
10/29/2019	J & J Supply Inc.	1197	Storm Water Management	Storm Water Projects	No Department	180.00
10/29/2019	Erosion Resource/Supply Inc.	1197	Storm Water Management	Storm Water Projects	No Department	541.00
10/29/2019	Erosion Resource/Supply Inc.	1197	Storm Water Management	Storm Water Projects	No Department	(84.00)
10/29/2019	Aigner Hardware	1169	Local Road & Street	Repairs	No Department	93.16
10/29/2019	Aigner Hardware	1169	Local Road & Street	Repairs	No Department	75.66
10/29/2019	Aigner Hardware	1169	Local Road & Street	Repairs	No Department	175.00
10/29/2019	Airgas USA, LLC	1169	Local Road & Street	Lease	No Department	580.20
10/29/2019	CRAFCO, INC.	1169	Local Road & Street	Repairs	No Department	3051.73
10/29/2019	CRAFCO, INC.	1169	Local Road & Street	Repairs	No Department	327.20
10/29/2019	D Patrick Inc	1169	Local Road & Street	Repairs	No Department	44.88
10/29/2019	Ebn Construction & Industrial	1169	Local Road & Street	Repairs	No Department	12.53
10/29/2019	ERS Wireless Communications	1169	Local Road & Street	Communication	No Department	21.60
10/29/2019	Grainger	1169	Local Road & Street	Repairs	No Department	55.71
10/29/2019	Impco	1169	Local Road & Street	Repairs	No Department	1515.15
10/29/2019	Impco	1169	Local Road & Street	Repairs	No Department	1552.50
10/29/2019	Meuth Construction	1169	Local Road & Street	Materials	No Department	470.00
10/29/2019	Meuth Construction	1169	Local Road & Street	Materials	No Department	585.00
10/29/2019	Nix Sanitary Service	1169	Local Road & Street	Lease	No Department	140.00
10/29/2019	O'Reilly Auto Parts	1169	Local Road & Street	Repairs	No Department	34.90
10/29/2019	O'Reilly Auto Parts	1169	Local Road & Street	Repairs	No Department	61.42
10/29/2019	Priority One & Security LLC	1169	Local Road & Street	Repairs	No Department	281.00
10/29/2019	Southeastern Equipment Co. Inc	1169	Local Road & Street	Repairs	No Department	63.98
10/29/2019	Southeastern Equipment Co. Inc	1169	Local Road & Street	Repairs	No Department	287.60
10/29/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	63.68
10/29/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	68.84
10/29/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	99.46
10/29/2019	National Test Systems	9115	2019 Problem Solving Grant	Expense	No Department	1247.50
10/29/2019	National Test Systems	9210	DCCC Adult Comm Based	Travel Expense	No Department	2.50
10/29/2019	Redwood Toxicology Laboratory	4921	DD/DC Program Income	Operating Expenses	No Department	473.96
10/29/2019	NMS Labs	1000	General	Lab & Toxicology Fees	County Coroner	272.00
10/29/2019	Office Depot, Incorporated	1000	General	General Supplies	County Coroner	19.60
10/29/2019	Office Depot, Incorporated	1000	General	General Supplies	County Coroner	87.99
10/29/2019	Total Court Services	1122	Community Corrections	Travel Expense	No Department	527.00
10/29/2019	Award World	1000	General	General Supplies	County Auditor	18.00
10/29/2019	Engineering Innovations	1000	General	General Supplies	Clerk Of Circuit Court	1109.82
10/29/2019	Engineering Innovations	8899	93.563 Clerk IV-D Incentive	General Supplies	No Department	78.68
10/29/2019	Quill Corporation	1000	General	General Supplies	Clerk Of Circuit Court	32.66
10/29/2019	Quill Corporation	8899	93.563 Clerk IV-D Incentive	General Supplies	No Department	2.32
10/29/2019	Springfield Electric Supply	1219	Park & Recreation	Maintenance Supplies	No Department	124.43
10/29/2019	O'Reilly Auto Parts	1112	LIT Economic Development	Freidman Park	No Department	41.97
10/29/2019	Nix Sanitary Service	1219	Park & Recreation	Cleaning Service	No Department	140.00
10/29/2019	O'Reilly Auto Parts	1219	Park & Recreation	Gas,Oil, Lubricants	No Department	143.19
10/29/2019	Town & Country Bank Inc	1219	Park & Recreation	Lake & Beach Supplies	No Department	129.95
10/29/2019	The Home City Ice Company	1219	Park & Recreation	Concession Supplies	No Department	84.00
10/29/2019	The Home City Ice Company	1219	Park & Recreation	Concession Supplies	No Department	115.92
10/29/2019	Coca Cola Bottling Co	1219	Park & Recreation	Concession Supplies	No Department	351.75
10/29/2019	Boonville Lawn And Garden Inc	1219	Park & Recreation	Maintenance Supplies	No Department	0.57
10/29/2019	Boonville Lawn And Garden Inc	1219	Park & Recreation	Maintenance Supplies	No Department	5.30
10/29/2019	Boonville Lawn And Garden Inc	1219	Park & Recreation	Maintenance Supplies	No Department	15.00
10/29/2019	Aigner Hardware	1219	Park & Recreation	Maintenance Supplies	No Department	25.96
10/29/2019	Aigner Hardware	1219	Park & Recreation	Maintenance Supplies	No Department	4.79
10/29/2019	Gem Chemical Company, Inc	1219	Park & Recreation	Cleaning Service	No Department	120.14
10/29/2019	Gem Chemical Company, Inc	1219	Park & Recreation	Cleaning Service	No Department	163.79
10/29/2019	MIDWEST ROOFING - SHEET METAL	1112	LIT Economic Development	Freidman Park	No Department	583.65
10/29/2019	J & J Supply Inc.	1197	Storm Water Management	Storm Water Projects	No Department	1484.00
10/29/2019	Aigner Hardware	1197	Storm Water Management	Storm Water Projects	No Department	220.00
10/29/2019	Aigner Hardware	1197	Storm Water Management	Storm Water Projects	No Department	3.79
10/29/2019	Aigner Hardware	1197	Storm Water Management	Storm Water Projects	No Department	95.00
10/29/2019	Total Court Services	1122	Community Corrections	Travel Expense	No Department	400.75
10/29/2019	Lowell's Auto Service	4901	Wccc Program Income	General Supplies	No Department	378.50
10/29/2019	Glaxosmithkline Pharmaceutical	1168	Local Health Maintenance	Vaccine	No Department	456.50
10/29/2019	Quill Corporation	1159	Health	Copy Paper	No Department	63.88
10/29/2019	Quill Corporation	1159	Health	General Supplies	No Department	124.14
10/29/2019	Quill Corporation	1000	General	General Supplies	Extension Service	162.69
10/29/2019	Purdue Ces Fund-Warrick County	1000	General	Postage	Extension Service	18.90
10/29/2019	Purdue Ces Fund-Warrick County	1000	General	Continuing Education	Extension Service	51.85
10/29/2019	Purdue Ces Fund-Warrick County	1000	General	Equip Maint	Extension Service	91.10
10/29/2019	Purdue Ces Fund-Warrick County	1000	General	Postage	Extension Service	7.00
10/29/2019	Purdue Ces Fund-Warrick County	1000	General	Continuing Education	Extension Service	89.55
10/29/2019	Office Depot, Incorporated	1000	General	General Supplies	Data Processing (Computers)	113.72
10/29/2019	Office Depot, Incorporated	1000	General	General Supplies	Data Processing (Computers)	154.52
10/29/2019	Office Depot, Incorporated	1000	General	General Supplies	County Treasurer	10.78
10/29/2019	On-duty Depot Inc.	1000	General	Vehicle Repair And Maintenance	County Sheriff	49.00
10/29/2019	Kenway Distributors Inc	1000	General	Supplies- Janitorial	Jail	352.00
10/29/2019	Gem Chemical Company, Inc	1000	General	Supplies- Janitorial	Jail	82.32
10/29/2019	Lewis Bros Bakeries, Inc	1000	General	Meals-Prisoners	Jail	65.00
10/29/2019	Wabash Foodservice	1000	General	Buildings	Jail	303.18
10/29/2019	East Pines Animal Clinic Inc	4105	K-9/Sheriff Donations	Expense	No Department	34.62
10/29/2019	Alpha Laser Services	1000	General	Copy Paper	Emergency Services	141.96
10/29/2019	Siegels	1000	General	Uniforms	County Sheriff	94.94
10/29/2019	Siegels	1000	General	Uniforms	County Sheriff	65.00
10/29/2019	Siegels	1000	General	Uniforms	County Sheriff	69.99
10/29/2019	Siegels	1000	General	Uniforms	County Sheriff	89.99
10/29/2019	Glaxosmithkline Pharmaceutical	1168	Local Health Maintenance	Vaccine	No Department	1190.10
10/29/2019	B-Hive Printing	1159	Health	Animal Control	No Department	104.57
10/29/2019	Law Chevrolet Buick Pontiac	1159	Health	Gas,Oil, Lubricants	No Department	186.80
10/29/2019	Warrick Co Chamber Of Commerce	1127	Convention-Visitor&Tourism	Other Services & Chrg	No Department	24.81
10/29/2019	Wex Bank (Wright Express)	1000	General	Gas,Oil, Lubricants	County Sheriff	397.39
10/29/2019	Wex Bank (Wright Express)	1000	General	Gas,Oil, Lubricants	County Sheriff	(2.49)
10/29/2019	B-Hive Printing	1000	General	Printing	County Sheriff	659.00
10/29/2019	Lewis Bros Bakeries, Inc	1000	General	Meals-Prisoners	Jail	57.34

10/29/2019	Mobilex	1000	General	Physical & Medical	Jail	60.00
10/29/2019	Emergency Prof Of Indiana Pc	1000	General	Physical & Medical	Jail	145.17
10/29/2019	Southern Business Machines, IN	1000	General	Contract Services	County Commissioners	93.31
10/29/2019	Gem Chemical Company, Inc	1169	Local Road & Street	Other Supp & Equip	No Department	841.05
10/29/2019	Brandels Machinery & Supply	1169	Local Road & Street	Repairs	No Department	381.21
10/29/2019	Brandels Machinery & Supply	1169	Local Road & Street	Repairs	No Department	62.83
10/29/2019	Aigner Hardware	1169	Local Road & Street	Repairs	No Department	4.79
10/29/2019	Aigner Hardware	1169	Local Road & Street	Repairs	No Department	235.49
10/29/2019	Aigner Hardware	1169	Local Road & Street	Repairs	No Department	69.93
10/29/2019	Auto Wheel And Rim Service Inc	1169	Local Road & Street	Repairs	No Department	61.10
10/29/2019	The 2nd Time Around Drivaline	1169	Local Road & Street	Repairs	No Department	205.77
10/29/2019	Ebn Construction & Industrial	1169	Local Road & Street	Repairs	No Department	9.08
10/29/2019	Expressway Dodge	1169	Local Road & Street	Repairs	No Department	26.02
10/29/2019	Hamlin Equipment Rental	1169	Local Road & Street	Repairs	No Department	60.00
10/29/2019	Impco	1169	Local Road & Street	Repairs	No Department	884.48
10/29/2019	O'Reilly Auto Parts	1169	Local Road & Street	Repairs	No Department	15.99
10/29/2019	O'Reilly Auto Parts	1169	Local Road & Street	Repairs	No Department	24.36
10/29/2019	O'Reilly Auto Parts	1169	Local Road & Street	Repairs	No Department	90.72
10/29/2019	Sternberg International Inc	1169	Local Road & Street	Repairs	No Department	22.09
10/29/2019	Sternberg International Inc	1169	Local Road & Street	Repairs	No Department	(28.37)
10/29/2019	Sternberg International Inc	1169	Local Road & Street	Repairs	No Department	390.00
10/29/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	52.44
10/29/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	57.70
10/29/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	63.78
10/29/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	418.00
10/29/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	206.51
10/29/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	119.57
10/29/2019	J & J Supply Inc.	1169	Local Road & Street	Materials	No Department	577.80
10/29/2019	Meuth Construction	1169	Local Road & Street	Materials	No Department	585.00
10/29/2019	FULCRUM LIFTING	1169	Local Road & Street	Repairs	No Department	2008.07
10/29/2019	Aigner Hardware	1000	General	Buildings	Jail	11.51
10/29/2019	Aigner Hardware	1000	General	Buildings	Jail	16.58
10/29/2019	Aigner Hardware	1000	General	Buildings	Jail	31.98
10/29/2019	Indiana Office Of Tourism Deve	1127	Convention-Visitor&Tourism	Other Services & Chrg	No Department	6000.00
10/29/2019	Indiana Office Of Tourism Deve	1127	Convention-Visitor&Tourism	Other Services & Chrg	No Department	2500.00
10/29/2019	Aigner Hardware	1000	General	Grounds & Parking	Court House Annex	89.83
10/29/2019	Aigner Hardware	1000	General	Grounds & Parking	Court House Annex	10.00
10/29/2019	Aigner Hardware	1000	General	Grounds & Parking	Court House Annex	16.46
10/29/2019	Aigner Hardware	1000	General	Grounds & Parking	Court House Annex	67.99
10/29/2019	Aigner Hardware	1000	General	Grounds & Parking	Court House Annex	36.88
10/29/2019	Aigner Hardware	1000	General	Grounds & Parking	Court House Annex	5.16
10/29/2019	Aigner Hardware	1000	General	Grounds & Parking	Court House Annex	15.98
10/29/2019	Aigner Hardware	1000	General	Grounds & Parking	Court House Annex	56.89
10/29/2019	Aigner Hardware	1000	General	Grounds & Parking	Court House Annex	11.99
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	8.99
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	15.99
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	4.39
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	13.66
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	7.38
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	11.99
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	61.63
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	19.45
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	2.59
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	9.67
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	67.97
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	22.99
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	9.99
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	39.99
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	4.79
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	21.75
10/29/2019	Aigner Hardware	1000	General	Buildings	Court House Annex	45.96
10/29/2019	Aigner Hardware	1000	General	Other Services & Chrg	County Commissioners	18.00
10/30/2019	Advanced Document Solutions	2002	Adult Prob-Superiors	Equipment	No Department	41.62
10/30/2019	Aflac Premium Holding	5200	PR Withholding-Insurance	AFLAC	No Department	3809.00
10/30/2019	Alpha Laser Services	1224	Reassessment	Contract Services	No Department	31.35
10/30/2019	Alpha Laser Services	1000	General	Equip Maint Agreement	Superior Court #1	23.49
10/30/2019	Carol Ruff	2051	Juvenile Prob-Circuit	Travel Expense	No Department	62.92
10/30/2019	EXPRESS SERVICES INC	1000	General	Contract Services	County Commissioners	369.20
10/30/2019	Ferguson, Kelly	1211	Guardian Ad Litem	Contract Services	No Department	182.16
10/30/2019	Fidlar Technologies Inc	1189	Recorder Records Perpetuation	Contract Services	No Department	629.60
10/30/2019	First Bankcard	1219	Park & Recreation	Bldg Maint	No Department	50.67
10/30/2019	First Bankcard	1219	Park & Recreation	Postage	No Department	110.00
10/30/2019	First Bankcard	1219	Park & Recreation	Bldg Maint	No Department	189.99
10/30/2019	Matthew & Dianne Eastman	1000	General	Unappropriated-Exp	No Department	226.91
10/30/2019	Matthew & Dianne Eastman	1000	General	Unappropriated-Exp	No Department	223.31
10/30/2019	Health Resources Incorporated	5200	PR Withholding-Insurance	Dental Insurance	No Department	8739.32
10/30/2019	Johnson, Laura	2501	Alcohol And Drug Services	Operating Expenses	No Department	200.00
10/30/2019	Kelley, Kyle	1169	Local Road & Street	Other Contract Serv	No Department	60.00
10/30/2019	Lieberman Technologies	4009	Sheriff Sale Administration	Sheriff Sale Admin	No Department	1300.00
10/30/2019	Metzger Construction Co Inc.	4903	Edit-Construction	Local Bridge Projects '18	No Department	805.00
10/30/2019	Metzger Construction Co Inc.	1169	Local Road & Street	Bituminous	No Department	4880.13
10/30/2019	Motorola Solutions Credit Co	1138	Cumulative Capital Development	CUM CAP DEV-IPSC Repeater	No Department	67968.95
10/30/2019	Motorola Solutions Credit Co	1222	Statewide 911	Lease	No Department	45312.64
10/30/2019	Nomad Technology Group	2504	Pretrial Diversion	Contract Services	No Department	1495.73
10/30/2019	Nomad Technology Group	8897	93.563 Prosecutor IV-D Incent	Other Services & Chrg	No Department	254.27
10/30/2019	Pat Brooks	1189	Recorder Records Perpetuation	Misc Expense	No Department	111.32
10/30/2019	Spectrum	1159	Health	Animal Control	No Department	89.49
10/30/2019	Kevin Scott,	1169	Local Road & Street	Repairs	No Department	1800.00

10/30/2019	S & P Global Ratings	4507	2019 Redevelop Refunding Bond	Expense-Epworth Road	No Department	12750.00
10/30/2019	Staples Credit Plan	1000	General	General Supplies	Superior Court #1	99.58
10/30/2019	Staples Credit Plan	1000	General	General Supplies	Superior Court #1	75.87
10/30/2019	The Lang Company	1000	General	Printing Supplies	Circuit Court	31.46
10/30/2019	Thomson Reuters West Payment C	1000	General	Law Books	Circuit Court	1006.37
10/30/2019	TOWN OF NEWBURGH - Utilities	1000	General	Utilities	County Assessor	56.37
10/30/2019	U.S. Bank	1000	General	Equip Maint Agreement	Superior Court #1	70.08
10/30/2019	Unifirst Corporation	1169	Local Road & Street	Other Supp & Equip	No Department	6.50
10/30/2019	Vectren Energy Delivery	1000	General	Utilities	County Assessor	172.30
10/30/2019	Vectren Energy Delivery	1000	General	Utilities	County Assessor	22.00
10/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	Maintenance & Repair	32.82
10/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	Maintenance & Repair	90.35
10/30/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	Maintenance & Repair	32.95
10/30/2019	Warrick County Treasurer	2002	Adult Prob-Supervised Pretrial Diversion	Drug & Alcohol Testing	No Department	215.00
10/30/2019	Amber Whitehouse	2504		Postage	No Department	14.85
10/30/2019	Alpha Laser Services	1000	General	General Supplies	Clerk Of Circuit Court	94.10
10/30/2019	Alpha Laser Services	8899	93.563 Clerk IV-D Incentive	General Supplies	No Department	6.59
10/30/2019	American Structurepoint Inc	8502	20.205 Oak Grove Rd	Oak Grove Rd Expense	No Department	22305.44
10/30/2019	American Structurepoint Inc	4903	Edit-Construction	OAKGROVE RD(CO LINE-SR 261)	No Department	5576.36
10/30/2019	BJ Farrell	1000	General	Unappropriated-Exp	No Department	70.40
10/30/2019	BMB, Inc	1112	LIT Economic Development	Elberfeld Sewer 2017	No Department	73154.25
10/30/2019	Fuhs, Jennifer	9211	WCCC Adult Comm Based Programs	Office Supplies	No Department	21.12
10/30/2019	Fuhs, Jennifer	9211	WCCC Adult Comm Based Programs	Training/Travel	No Department	30.00
10/30/2019	Fuhs, Jennifer	1122	Community Corrections	Travel Expense	No Department	48.00
10/30/2019	Greer, Jake	1000	General	Training/Travel	Emergency Services	50.00
10/30/2019	Hoosier Business Machines Inc	1000	General	Equip Maint	County Auditor	96.79
10/30/2019	Morley & Associates Inc	4501	TIF-Epworth Road	Expense-Epworth Road	No Department	9205.00
10/30/2019	Morley & Associates Inc	4504	Redevelopment-Sr 62 Project	Expense-State Road 62	No Department	9671.25
10/30/2019	Morley & Associates Inc	4501	TIF-Epworth Road	Expense-Epworth Road	No Department	2285.00
10/30/2019	Morley & Associates Inc	4504	Redevelopment-Sr 62 Project	Expense-State Road 62	No Department	6546.00
10/30/2019	Morley & Associates Inc	4504	Redevelopment-Sr 62 Project	Expense-State Road 62	No Department	42.50
10/30/2019	Neopost Postage On Call	1224	Reassessment	Postage-Ohio Twp	No Department	440.00
10/30/2019	Quality Correctional Care, LLC	1000	General	Contract Services	Jail	14273.33
10/30/2019	Ricoh Usa Inc.	1112	LIT Economic Development	General Supplies	No Department	68.27
10/30/2019	The Lang Company	1152	Emergency Plan/Right To Know	Printing	No Department	0.95
10/30/2019	The Lang Company	1000	General	Equip Maint	County Sheriff	20.00
10/30/2019	U.S. Bank	1000	General	General Supplies	County Surveyor	49.15
10/30/2019	Unifirst Corporation	1000	General	Uniforms	County Sheriff	8.36
10/30/2019	Unifirst Corporation	5251	Uniforms	Payroll Withholding	No Department	37.98
10/30/2019	Vectren Energy Delivery	1000	General	Utilities	Court House Annex	1825.94
10/30/2019	Vectren Energy Delivery	1000	General	Utilities	Court House Annex	7083.04
10/30/2019	Vectren Energy Delivery	1000	General	Utilities	Court House Annex	14.56
10/30/2019	Verizon Wireless	1152	Emergency Plan/Right To Know	Computer Supplies	No Department	30.01
10/30/2019	Wabash Valley Service Co	1000	General	Gas,Oil, Lubricants	County Sheriff	1861.53
10/30/2019	Williams, Beth	1000	General	Uniforms	Emergency Services	60.00
10/30/2019	Wow! Business	1000	General	Communication	County Commissioners	104.05
10/31/2019	Allstate Insurance Co	5200	PR Withholding-Insurance	Boston Mutual	No Department	520.75
10/31/2019	Meritain Health	5001	Insurance	Solid Waste Medical Premiums	No Department	2145.08
10/31/2019	Meritain Health	5001	Insurance	Employee Premiums	No Department	41379.50
10/31/2019	Meritain Health	5001	Insurance	Employee POS Premiums	No Department	4732.55
10/31/2019	Meritain Health	5001	Insurance	Retiree Premiums POS	No Department	3288.11
10/31/2019	Meritain Health	5001	Insurance	Medical Admin Fees	No Department	8180.90
10/31/2019	Meritain Health	5001	Insurance	Excess Loss Claims/Stop Loss	No Department	1753.36
10/31/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	198.56
10/31/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	203.25
10/31/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	646.74
10/31/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	606.15
10/31/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	738.40
10/31/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	661.26
10/31/2019	Mulzer Crushed Stone, Inc	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	2081.05
10/31/2019	Mulzer Crushed Stone, Inc	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	344.00
10/31/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	199.05
10/31/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	126.88
10/31/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	309.00
10/31/2019	Reid, Richard	1000	General	Travel Expense	County Council	448.92
10/31/2019	Treasurer Of State	7101	State Fines And Forfeitures	Dist. To Gov'T Units	No Department	2457.00
11/1/2019	BACKER, MICHAEL	4922	Sheriff Cont Ed Fund	Continuing Education	No Department	150.00
11/1/2019	Doris Horn	1000	General	Per Diem	Plan Commission	50.00
11/1/2019	Fiber Utilities Group	4504	Redevelopment-Sr 62 Project	Expense-State Road 62	No Department	10000.00
11/1/2019	Fuhs, Jennifer	1122	Community Corrections	Travel Expense	No Department	25.52
11/1/2019	Jeff Willis	1000	General	Per Diem	Plan Commission	50.00
11/1/2019	Jeffrey L Valiant	1000	General	Per Diem	Plan Commission	50.00
11/1/2019	Kathy Manning	1159	Health	Travel Expense	No Department	195.80
11/1/2019	Keller, Paul	1000	General	Per Diem	Plan Commission	50.00
11/1/2019	Mike Wingo	1000	General	Per Diem	Plan Commission	50.00
11/1/2019	Morrie Doll	1141	Cumulative Drainage	Attorney	No Department	100.00
11/1/2019	Michael Moesner	1000	General	Per Diem	Plan Commission	50.00
11/1/2019	Ragle, Inc	1197	Storm Water Management	Storm Water Projects	No Department	113221.00
11/1/2019	Steve E Barnett	1159	Health	Per Diem	No Department	50.00
11/1/2019	Steve E Barnett	1159	Health	Per Diem	No Department	50.00
11/1/2019	Terry W. Dayvolt	1000	General	Per Diem	Plan Commission	50.00
11/1/2019	Tom Naes Homes	1141	Cumulative Drainage	Contract Services	No Department	12000.00
11/1/2019	U.S. Bank	4908	Building Commission	Equip Maint	No Department	71.73
11/1/2019	U.S. Bank	2504	Pretrial Diversion	Contract Services	No Department	76.35
11/1/2019	Vectren Energy Delivery	1159	Health	Utilities	No Department	254.01
11/1/2019	Vectren Energy Delivery	1000	General	Utilities	Jail	5369.66
11/1/2019	Vectren Energy Delivery	1197	Storm Water Management	Utilities	No Department	87.65
11/1/2019	Verizon Wireless	9211	WCCC Adult Comm Based Programs	Communication	No Department	114.04
11/1/2019	Warrick Co. Solid Waste Mgmt D	1159	Health	Animal Control	No Department	15.00

11/1/2019	Warrick Co Community Foundation	4921	DD/DC Program Income	Tests, Monitoring, Etc	No Department	294.00
11/1/2019	Warrick Co. Solid Waste Mgmt D	1197	Storm Water Management	Storm Water Projects	No Department	263.40
11/1/2019	Warrick Publishing Co	1000	General	Legal Notices	Plan Commission	52.80
11/1/2019	West, Jared	4922	Sheriff Cont Ed Fees	Continuing Education	No Department	150.00
11/1/2019	Warrick County Treasurer	2001	Adult Probation-Circuit	Drug Screen Supplies	No Department	100.00
11/1/2019	Fidlar Technologies Inc	1189	Recorder Records Perpetuation	Laredo Expense	No Department	1739.12
11/1/2019	Fidlar Technologies Inc	1189	Recorder Records Perpetuation	Laredo Expense	No Department	1854.40
11/1/2019	Alpha Laser Services	1176	Motor Vehicle Highway	General Supplies	Engineering Department	65.00
11/1/2019	EXPRESS SERVICES INC	1000	General	Contract Services	County Commissioners	369.20
11/1/2019	First Advantage Insurance	1176	Motor Vehicle Highway	Insurance-Liability	General & Undistributed Expens	261.00
11/1/2019	First Advantage Insurance	1176	Motor Vehicle Highway	Bldg Maint	General & Undistributed Expens	1193.00
11/1/2019	Old National Bank	1169	Local Road & Street	Office Equipment	No Department	500.00
11/1/2019	Purdue University	1000	General	Travel Expense	Extension Service	554.40
11/1/2019	Staples	1000	General	Copy Paper	Emergency Services	26.04
11/1/2019	Staples	1000	General	General Supplies	Emergency Services	56.97
11/1/2019	Staples	1000	General	Equip Maint	Emergency Services	24.99
11/1/2019	Unifirst Corporation	5251	Uniforms	Payroll Withholding	No Department	37.90
11/1/2019	Unifirst Corporation	1169	Local Road & Street	Other Supp & Equip	No Department	6.50
11/1/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	Maintenance & Repair	156.37
11/1/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	Maintenance & Repair	19.02
11/1/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	Maintenance & Repair	71.38
11/1/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	Maintenance & Repair	26.41
11/1/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	Maintenance & Repair	673.32
11/1/2019	Vectren Energy Delivery	1176	Motor Vehicle Highway	Utilities	Maintenance & Repair	16.95
11/1/2019	Vectren Energy Delivery	1000	General	Utilities	Court House Annex	282.44
11/1/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	No Department	75.20
11/1/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	No Department	1121.47
11/1/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	No Department	2058.55
11/1/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	No Department	1422.45
11/1/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	No Department	2282.00
11/1/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	No Department	2210.18
11/1/2019	Wabash Valley Service Co	1169	Local Road & Street	Gas,Oil, Lubricants	No Department	1112.72
11/1/2019	Fidlar Technologies Inc	1189	Recorder Records Perpetuation	Contract Services	No Department	1040.00
11/1/2019	Hydromax USA, LLC	4506	General Obligation Bond Fund	General Supplies	No Department	5446.55
11/1/2019	Microvote General Corporation	1215	Election And Registration	Printing	No Department	1000.00
11/1/2019	Microvote General Corporation	1215	Election And Registration	Contract Serv-Elec Sup	No Department	2400.00
11/1/2019	Microvote General Corporation	1215	Election And Registration	Contract Serv-Voting Pl	No Department	890.00
11/1/2019	Fenwick, Mariah	5301	PR Withholding-Health Savings	Unappropriated-Exp	No Department	40.00
11/1/2019	Gruzard, Joshua	5301	PR Withholding-Health Savings	Unappropriated-Exp	No Department	45.00
11/6/2019	5 Star Security Systems	1000	General	Contract Services	County Commissioners	1325.00
11/6/2019	5 Star Security Systems	2002	Adult Prob-Supervised	Equipment	No Department	1325.00
11/6/2019	Chandler Utilities	1000	General	Utilities	County Assessor	13.09
11/6/2019	Delta Properties LLC	1112	LIT Economic Development	Office Rent (Electric)	No Department	2409.00
11/6/2019	Greer, Jake	1000	General	Training/Travel	Emergency Services	162.23
11/6/2019	Holly Key	1224	Reassessment	Travel Expense	No Department	15.24
11/6/2019	JSK Associates Inc.	9245	2019 Regional Cities Grant	Friedman Park Event Center	No Department	3555.00
11/6/2019	JSK Associates Inc.	9245	2019 Regional Cities Grant	Friedman Park Event Center	No Department	697.50
11/6/2019	JSK Associates Inc.	1112	LIT Economic Development	ELberfeld Sewer 2017	No Department	806.16
11/6/2019	Morrie Doll	1197	Storm Water Management	Legal Services	No Department	500.00
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	283.02
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	608.25
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	295.95
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	310.08
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	287.98
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	370.07
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	987.48
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	646.35
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	393.47
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	413.10
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	668.21
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	380.53
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	885.63
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	1854.86
11/6/2019	Mulzer Crushed Stone, Inc.	1173	Motor Vehicle Highway Restrict	Stone, Gravel	Maintenance & Repair	212.55
11/6/2019	Power Systems Properties LLC	1000	General	Rent	County Assessor	1525.00
11/6/2019	Sarah E Redman	1224	Reassessment	Travel Expense	No Department	15.24
11/6/2019	Stoll Keenon Ogden PLLC	4504	Redevelopment-Sr 63 Project	Expense-State Road 62	No Department	1312.50
11/6/2019	Stoll Keenon Ogden PLLC	4501	TIF-Epworth Road	Expense-Epworth Road	No Department	5925.45
11/6/2019	Unifirst Corporation	1000	General	Uniforms	County Sheriff	8.36
11/6/2019	U.S. Bank	1224	Reassessment	Contract Services	No Department	120.41
11/6/2019	Warrick Solid Waste Mgt Dist	1169	Local Road & Street	Materials	No Department	313.84
11/6/2019	Warrick County Treasurer	1000	General	Gas,Oil, Lubricants	County Coroner	35.44
11/6/2019	Wabash Valley Service Co	1000	General	Gas,Oil, Lubricants	County Sheriff	1480.21
11/6/2019	Clerk-Treasurer--Tennyson	6022	Surtax	Dist. To Gov'T Units	No Department	423.51
11/6/2019	Clerk-Treasurer--Tennyson	6021	Wheel Tax	Dist. To Gov'T Units	No Department	20.58
11/6/2019	Warrick County Treasurer	6022	Surtax	Dist. To Gov'T Units	No Department	88820.43
11/6/2019	Warrick County Treasurer	6021	Wheel Tax	Dist. To Gov'T Units	No Department	4315.01
11/6/2019	Clerk-Treasurer--Boonville	6022	Surtax	Dist. To Gov'T Units	No Department	8553.54
11/6/2019	Clerk-Treasurer--Boonville	6021	Wheel Tax	Dist. To Gov'T Units	No Department	415.54
11/6/2019	Clerk-Treasurer--Chandler	6022	Surtax	Dist. To Gov'T Units	No Department	4406.83
11/6/2019	Clerk-Treasurer--Chandler	6021	Wheel Tax	Dist. To Gov'T Units	No Department	214.09
11/6/2019	Clerk-Treasurer--Elberfeld	6022	Surtax	Dist. To Gov'T Units	No Department	998.87
11/6/2019	Clerk-Treasurer--Elberfeld	6021	Wheel Tax	Dist. To Gov'T Units	No Department	48.52
11/6/2019	Clerk-Treasurer--Lynnville	6022	Surtax	Dist. To Gov'T Units	No Department	1259.18
11/6/2019	Clerk-Treasurer--Lynnville	6021	Wheel Tax	Dist. To Gov'T Units	No Department	61.18
11/6/2019	Clerk-Treasurer--Newburgh	6022	Surtax	Dist. To Gov'T Units	No Department	4744.68

11/6/2019	Clerk-Treasurer--Newburgh	6021	Wheel Tax	Dist. To Gov'T Units	No Department	230.50
11/13/2019	CDW Government, Inc	1224	Reassessment	Computer Sup/Equip	No Department	261.89
11/13/2019	CDW Government, Inc	8609	93.563 Clerk IV-D Operation	General Supplies	No Department	70.24
11/13/2019	CDW Government, Inc	1000	General	General Supplies	Clerk Of Circuit Court	64.85
11/13/2019	CDW Government, Inc	1000	General	General Supplies	Data Processing /Computers	317.65
11/13/2019	City Of Boonville	4506	General Obligation Bond Fund	General Supplies	No Department	475.00
11/13/2019	Ebn Construction & Industrial	1219	Park & Recreation	Equip Maint	No Department	28.99
11/13/2019	Frontier Communications	1169	Local Road & Street	Repairs	No Department	832.02
11/13/2019	Gem Chemical Company, Inc.	1219	Park & Recreation	Cleaning Supplies	No Department	7.10
11/13/2019	Gem Chemical Company, Inc.	1000	General	Supplies- Janitorial	Court House Annex	37.96
11/13/2019	Gem Chemical Company, Inc.	1000	General	Other Services & Chrg	County Commissioners	189.52
11/13/2019	Gem Chemical Company, Inc.	1169	Local Road & Street	Other Supp & Equip	No Department	79.50
11/13/2019	Gem Chemical Company, Inc.	1000	General	Other Services & Chrg	County Commissioners	882.69
11/13/2019	Hewlett Packard	2504	Pretrial Diversion	General Supplies	No Department	852.60
11/13/2019	Law Office Of Jonathan M Young	1000	General	Pauper Document Copies	Superior Court #1	52.50
11/13/2019	Law Chevrolet Buick Pontiac	1159	Health	Travel Expense	No Department	68.29
11/13/2019	Long Law Office	1000	General	Pauper Counsel	Superior Court #1	14.15
11/13/2019	Long Law Office	1000	General	Pauper Counsel	Superior Court #1	64.35
11/13/2019	Microsoft Corporation	2504	Pretrial Diversion	Contract Services	No Department	1152.00
11/13/2019	The Murphy Elevator Co Inc.	1138	Cumulative Capitol Improvement	Elevator Repair	No Department	525.00
11/13/2019	Office Depot, Incorporated	1224	Reassessment	Office Supplies	No Department	56.86
11/13/2019	Pc Quest	8333	IMMUNIZATION COOPERATIVE AGREE	Equip Maint	No Department	1069.33
11/13/2019	Sw Indiana Reg Yth Village	1000	General	Juvenile Detention	County Commissioners	2982.00
11/13/2019	St. Vincent Evansville	1000	General	Medical Supplies	County Sheriff	116.00
11/13/2019	St. Vincent Evansville	1000	General	Medical Supplies	County Sheriff	260.00
11/13/2019	Titzer Family Funeral Homes	1000	General	Burial of Soldiers	County Commissioners	100.00
11/13/2019	Springfield Electric Supply	1219	Park & Recreation	Maintenance Supplies	No Department	196.00
11/13/2019	Vel Communications	1222	Statewide 911	Communication-Repair	No Department	5138.00
11/13/2019	Grainger	1000	General	Mobile Command Unit	Emergency Services	597.00
11/13/2019	Grainger	1000	General	Equip Maint	Emergency Services	867.00
11/13/2019	Quill Corporation	1000	General	Computer Maint	Extension Service	14.99
11/13/2019	Quill Corporation	1000	General	Computer Maint	Extension Service	11.29
11/13/2019	Quill Corporation	1000	General	Computer Maint	Extension Service	9.49
11/13/2019	Quill Corporation	1000	General	General Supplies	Extension Service	72.96
11/13/2019	Purdue Ces Fund-Warrick County	1000	General	Postage	Extension Service	7.90
11/13/2019	Purdue Ces Fund-Warrick County	1000	General	Postage	Extension Service	19.75
11/13/2019	Purdue Ces Fund-Warrick County	1000	General	Dues & Subscriptions	Extension Service	33.00
11/13/2019	Purdue Ces Fund-Warrick County	1000	General	Computer Maint	Extension Service	109.98
11/13/2019	Purdue Ces Fund-Warrick County	1000	General	General Supplies	Extension Service	10.00
11/13/2019	Purdue Ces Fund-Warrick County	1000	General	Continuing Education	Extension Service	358.60
11/13/2019	Purdue Ces Fund-Warrick County	1000	General	General Supplies	Extension Service	200.60
11/13/2019	Gem Chemical Company, Inc.	1169	Local Road & Street	Other Supp & Equip	No Department	51.70
11/13/2019	J & J Supply Inc.	1169	Local Road & Street	Materials	No Department	8762.50
11/13/2019	J & J Supply Inc.	1169	Local Road & Street	Materials	No Department	385.20
11/13/2019	Hall Signs,Inc.	1169	Local Road & Street	Road Signs	No Department	2020.61
11/13/2019	Impco	1169	Local Road & Street	Repairs	No Department	6346.04
11/13/2019	Kevin Scott,	1169	Local Road & Street	Repairs	No Department	1725.00
11/13/2019	Kevin Scott,	1169	Local Road & Street	Repairs	No Department	1975.00
11/13/2019	Kevin Scott,	1169	Local Road & Street	Repairs	No Department	4900.00
11/13/2019	Ruxer Truck Center	1169	Local Road & Street	Repairs	No Department	215.85
11/13/2019	Lawson Products, Inc	1169	Local Road & Street	Repairs	No Department	328.98
11/13/2019	Interstate Batteries Of Wabash	1169	Local Road & Street	Repairs	No Department	100.00
11/13/2019	Hutson, Inc.	1169	Local Road & Street	Repairs	No Department	1463.60
11/13/2019	Hutson, Inc.	1169	Local Road & Street	Repairs	No Department	111.24
11/13/2019	Hutson, Inc.	1169	Local Road & Street	Repairs	No Department	499.66
11/13/2019	Yesterdaze, Inc.	1152	Emergency Plev/Flight To Work	Per Diem	No Department	99.40
11/13/2019	Law Chevrolet Buick Pontiac	1000	General	Automotive	Emergency Services	43.03
11/13/2019	Siegels	9211	WCCC Adult Comm Based Programs	Uniforms & Apparel	No Department	169.96
11/13/2019	Best One Tire & Service	1169	Local Road & Street	Repairs	No Department	25.00
11/13/2019	Erosion Resource/Supply Inc.	1197	Storm Water Management	Storm Water Projects	No Department	561.25
11/13/2019	UTILITY PIPE SALES CO.	1197	Storm Water Management Fund	Storm Water Projects	No Department	1296.40
11/13/2019	New Growth Landscaping & Irrig	1197	Storm Water Management Fund	Storm Water Projects	No Department	650.00
11/13/2019	Forensic Fluids Laboratories	2002	Adult Prob-Supervision	Drug Screen Supplies	No Department	2500.00
11/13/2019	I.T.I.	1000	General	Drug & Alcohol Testing	County Commissioners	62.50
11/13/2019	Titzer Family Funeral Homes	1000	General	Burial of Soldiers	County Commissioners	100.00
11/13/2019	Titzer Family Funeral Homes	1000	General	Burial of Soldiers	County Commissioners	100.00
11/13/2019	Piranha Shredding/Recycling Inc	1000	General	Other Services & Chrg	County Commissioners	45.00
11/13/2019	Piranha Shredding/Recycling Inc	1000	General	Other Services & Chrg	County Commissioners	315.00
11/13/2019	Boone Funeral Home	1000	General	Burial of Soldiers	County Commissioners	100.00
11/13/2019	J & J Supply Inc.	1138	Cumulative Capital Improvement	Judicial Ctr HVAC	No Department	7.64
11/13/2019	Office Depot, Incorporated	1000	General	General Supplies	Extension Service	63.37
11/13/2019	Office Depot, Incorporated	1000	General	General Supplies	Extension Service	16.18
11/13/2019	Burkert-Walton, Inc	1215	Election And Registration	General Supplies	No Department	164.96
11/13/2019	Siegels	1000	General	Uniforms	County Sheriff	164.99
11/13/2019	Baker Tilly Municipal Advisors	4504	Redevelopment-Sr 62 Project	Expense-State Road 62	No Department	1500.00
11/13/2019	Baker Tilly Municipal Advisors	4501	TIF-Epworth Road	Expense-Epworth Road	No Department	1500.00
11/13/2019	Baker Tilly Municipal Advisors	4504	Redevelopment-Sr 62 Project	Expense-State Road 62	No Department	6179.52
11/13/2019	Baker Tilly Municipal Advisors	4501	TIF-Epworth Road	Expense-Epworth Road	No Department	6179.52
11/13/2019	Baker Tilly Municipal Advisors	4504	Redevelopment-Sr 62 Project	Expense-State Road 62	No Department	2025.00
11/13/2019	Baker Tilly Municipal Advisors	4501	TIF-Epworth Road	Expense-Epworth Road	No Department	2025.00
11/13/2019	Baker Tilly Municipal Advisors	4504	Redevelopment-Sr 62 Project	Expense-State Road 62	No Department	1899.00
11/13/2019	Baker Tilly Municipal Advisors	4501	TIF-Epworth Road	Expense-Epworth Road	No Department	1899.00
11/13/2019	Piranha Shredding/Recycling Inc	2504	Pretrial Diversion	Contract Services	No Department	45.00
11/13/2019	Herr's Body Shop	1000	General	Vehicle Repair And Maintenance	County Sheriff	228.00
11/13/2019	Roy Law Office	1000	General	Pauper Document Copies	Superior Court #1	262.50
11/13/2019	Roy Law Office	1000	General	Pauper Document Copies	Superior Court #1	281.25
11/13/2019	Roy Law Office	1000	General	Pauper Document Copies	Superior Court #1	187.50

11/13/2019	Tucker Publishing Group	1112	LIT Economic Development	Advertising	No Department	1500.00
11/13/2019	Hamlin Equipment Rental	1169	Local Road & Street	Repairs	No Department	348.00
11/13/2019	Expressway Dodge	1169	Local Road & Street	Repairs	No Department	333.75
11/13/2019	Herr's Body Shop	1000	General	Vehicle Repair And Maintenance	County Sheriff	3851.00
11/13/2019	Ebn Construction & Industrial	1169	Local Road & Street	Repairs	No Department	38.26
11/13/2019	Warrick Automotive Supply	1197	Storm Water Management	Equipment	No Department	154.47
11/13/2019	Erosion Resource/Supply Inc	1197	Storm Water Management	Storm Water Projects	No Department	17.00
11/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	281.76
11/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	(56.00)
11/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	(418.00)
11/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	182.24
11/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	52.21
11/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	18.05
11/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	70.44
11/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	25.26
11/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	36.19
11/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	246.47
11/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	257.82
11/13/2019	Warrick Automotive Supply	1169	Local Road & Street	Repairs	No Department	254.76
11/13/2019	Lewis Bros Bakeries, Inc	1000	General	Meals-Prisoners	Jail	53.30
11/13/2019	Kenway Distributors Inc	1000	General	Supplies- Janitorial	Jail	88.00
11/13/2019	Diamond Medical Supply	1000	General	Physical & Medical	Jail	5.68
11/13/2019	St. Vincent Warrick	1000	General	Physical & Medical	Jail	4.56
11/13/2019	K-Tech Specialty Coatings Inc	1169	Local Road & Street	Materials	No Department	7035.17
11/13/2019	Aigner Hardware	1000	General	Buildings	Jail	5.18
11/13/2019	Aigner Hardware	1000	General	Buildings	Jail	8.68
11/13/2019	Ferguson Enterprises Inc #1480	1000	General	Buildings	Jail	372.08
11/13/2019	Ferguson Enterprises Inc #1480	1000	General	Buildings	Jail	61.98
11/13/2019	Aigner Hardware	1000	General	Buildings	Jail	5.19
11/13/2019	IPRINT	4009	Sheriff Sale Administration	Sheriff Sale Admin	No Department	145.63
11/13/2019	J & J Supply Inc.	1169	Local Road & Street	Materials	No Department	2924.08
11/13/2019	ERS Wireless Communications	1169	Local Road & Street	Communication	No Department	121.08
11/13/2019	FULCRUM LIFTING	1169	Local Road & Street	Repairs	No Department	10.34
11/13/2019	FULCRUM LIFTING	1169	Local Road & Street	Repairs	No Department	25.30
11/13/2019	Southeastern Equipment Co. Inc	1169	Local Road & Street	Repairs	No Department	319.84
11/13/2019	Perfection Duplicating Inc	1169	Local Road & Street	Repairs	No Department	277.38
11/13/2019	Perfection Duplicating Inc	1169	Local Road & Street	Repairs	No Department	250.00
11/13/2019	Perfection Duplicating Inc	1169	Local Road & Street	Repairs	No Department	307.21
11/13/2019	O'Reilly Auto Parts	1169	Local Road & Street	Repairs	No Department	12.25
11/13/2019	O'Reilly Auto Parts	1169	Local Road & Street	Repairs	No Department	4.29
11/13/2019	O'Reilly Auto Parts	1169	Local Road & Street	Repairs	No Department	54.99
11/13/2019	O'Reilly Auto Parts	1169	Local Road & Street	Repairs	No Department	10.99
11/13/2019	Meyer Truck Equipment	1169	Local Road & Street	Repairs	No Department	39.90
11/13/2019	Law Chevrolet Buick Pontiac	1169	Local Road & Street	Repairs	No Department	143.78
11/13/2019	Erosion Resource/Supply Inc.	1169	Local Road & Street	Repairs	No Department	105.00
11/13/2019	CRAFCO, INC.	1169	Local Road & Street	Repairs	No Department	178.65
11/13/2019	Brandeis Machinery & Supply	1169	Local Road & Street	Repairs	No Department	1547.50
11/13/2019	Brandeis Machinery & Supply	1169	Local Road & Street	Repairs	No Department	797.00
11/13/2019	Best One Tire & Service	1169	Local Road & Street	Repairs	No Department	936.40
11/13/2019	Best One Tire & Service	1169	Local Road & Street	Repairs	No Department	1106.75
11/13/2019	Auto Wheel And Rim Service Inc	1169	Local Road & Street	Repairs	No Department	105.76
11/13/2019	Aigner Hardware	1169	Local Road & Street	Repairs	No Department	10.50
11/13/2019	Aigner Hardware	1169	Local Road & Street	Repairs	No Department	21.00
11/13/2019	Aigner Hardware	1169	Local Road & Street	Repairs	No Department	48.94
11/13/2019	Aigner Hardware	1169	Local Road & Street	Repairs	No Department	4.95
11/13/2019	Hutson, Inc.	1169	Local Road & Street	Repairs	No Department	237.36
11/13/2019	Hutson, Inc.	1169	Local Road & Street	Repairs	No Department	73.48
11/13/2019	Office Depot, Incorporated	1000	General	General Supplies	County Treasurer	42.36

$ 896,961.18

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, November 12th, 2019. IC 5-11-10-2 permits the governing body to sign the accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing. We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, in the total amount of: $896,961.18 Dated this 12th day of November, 2019.
Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Terry Phillipps, Member

Debbie Stevens, Auditor

ACCOUNTS PAYABLE VOUCHER REGISTER

WARRICK COUNTY, INDIANA
Governmental Unit

Friday, November 1, 2019

Notes: (1) Use both sides of form if needed. Signatures of governing board should appear on the last page of each meeting in which vouchers are allowed. (2) In the "Warrant#" column is to be entered the number of the issued Payable Voucher if allowed in whole or in part. (3) Include Payable Vouchers disallowed in later meeting of governing board, or for other pertinent information.

Filed	Name of Claimant	Department	Amount of Voucher	Amount Allowed	Warrant#	Certified
	CLERK	1000-0001	$ 15,007.11			Documentation Submitted
	AUDITOR	1000-0002	$ 10,331.29			Documentation Submitted
	TREASURER	1000-0003	$ 7,204.72			Documentation Submitted
	RECORDER	1000-0004	$ 6,081.00			Documentation Submitted
	SHERIFF	1000-0005	$ 108,111.42			
	SURVEYOR	1000-0006	$ 3,699.60			
	CORONER	1000-0007	$ 3,211.84			Documentation Submitted
	ASSESSOR	1000-0008	$ 12,040.79			Documentation Submitted
	PROSECUTING ATTORNEY	1000-0009	$ 19,202.62			
	EXTENSION OFFICE	1000-0011	$ 1,988.78			
	VETERAN'S AFFAIRS	1000-0012	$ 2,709.23			
	COUNTY COUNCIL	1000-0061	$ 4,692.64			Documentation Submitted
	COMMISSIONERS	1000-0065	$ 6,275.46			
	AREA PLAN COMMISSION	1000-0079	$ 6,043.83			
	COURT HOUSE	1000-0162	$ 6,183.37			
	SUPERIOR COURT #1	1000-0201	$ 13,021.26			
	SUPERIOR COURT #2	1000-0202	$ 9,549.84			
	CIRCUIT COURT	1000-0232	$ 13,409.55			
	EMERGENCY MANAGEMENT	1000-0303	$ 3,736.78			
	CENTRAL DISPATCH	1000-0303	$ 20,646.44			
	JAIL	1000-0360	$ 33,880.99			
	CHILD SUPPORT	1000-0860	$ 3,859.36			
	ECONOMIC DEVELOPMENT - LIT	1112	$ 7,943.39			
	COMMUNITY CORRECTIONS	1122	$ 3,489.61			Documentation Submitted
	CUM BRIDGE	1135	$ 6,064.16			
	CUMULATIVE DRAIN	1141	$ 2,543.80			Documentation Submitted
	HEALTH DEPT	1159	$ 16,063.71			
	LOCAL HEALTH MAIN	1160	$ 900.00			
	MISDEMEANANT	1175	$ 1,472.05			
		1176-0830	$ 11,482.22			
		1176-0831	$ 41,540.37			
		1176-0833	$ 4,175.27			
		1176-0834	$ 6,260.70			
	HIGHWAY DEPT	1189	$ 2,205.42			Documentation Submitted
	RECORDER PERPETUATION	1197	$ 10,679.50			
	STORMWATER MANAGEMENT	1211	$ 384.60			
	CAL-CIRCUIT COURT	1215	$ 2,410.76			Documentation Submitted
	ELECTION	1219	$ 12,442.49			
	PARKS DEPT	1224	$ 6,329.61			Documentation Submitted
	PROPERTY REASSESSMENT	2000	$ 691.39			
	SUPERIOR #1/CIRCUIT PROBATION	2001	$ 729.04			
	CIRCUIT COURT - PROBATION	2004	$ 178.64			
	PRETRIAL DIVERSION	4901	$ 1,629.40			Documentation Submitted
	COMMUNITY CORRECTIONS	4909	$ 3,869.69			
	BUILDING COMMISSION	4921	$ 3,899.92			
	DJJDG PROG INCOME	8075	$ 3,094.77			
	VOCA	8078	$ 2,316.69			
	OFFICE OF PROSECUTING ATT	8121	$ 3,461.04			
	CASA	8141	$ 400.00			
	CASA	8219	$ 1,268.40			
	ADULT COMM BASED SUP - DC	8211	$ 1,289.47			Documentation Submitted
	ADULT COMM BASED SUP - CC					
		Total	$ 482,211.13			

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, November 1, 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: $ 482,211.13

Dan Saylor, County Commissioner

Robert Johnson, County Commissioner

Terry Phillippe, County Commissioner

ACCOUNTS PAYABLE VOUCHER REGISTER

WARRICK COUNTY, INDIANA
Governmental Unit

Friday, November 1, 2019

Notes: (1) Use both sides of form if needed. Signatures of governing board should appear on the last page of each meeting in which vouchers are allowed. (2) In the "Warrant#" column is to be entered the number of the issued Payable Voucher if allowed in whole or in part. (3) Include Payable Vouchers disallowed in later meeting of governing board, or for other pertinent information.

Filed	Name of Claimant	Department	Amount of Voucher	Amount Allowed	Warrant#	Certified
	SHERIFF	1000-0005	$ 88,403.45			
	CENTRAL DISPATCH	1000-0303	$ 13,130.25			
	JAIL	1000-0360	$ 24,580.05			
		Total	$ 106,069.75			

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, November 1, 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: $ 106,069.75

Dan Saylor, County Commissioner

Robert Johnson, County Commissioner

Terry Phillippe, County Commissioner

Prescribed by the State Board of Accounts 1046 County Form No. 47-TR

COUNTY TREASURER'S MONTHLY REPORT

Required by IC 36-2-10-10 and IC 5-13

Month ending October 31, 2019 WARRICK COUNTY

FILED
NOV 06 2019
WARRICK CO. AUDITOR

RECEIVED
NOV 06 2019
WARRICK CO. AUDITOR

CHARGES:

1	Total Taxes Collected (Not Receipted to Ledger or Refunded)	$5,785,000.04	
2	Advance Collections of Taxes	$0.00	
3	Advance Draws	$0.00	
4	Late Collections (Including Late Assessment Penalties)	$0.00	
5	Cash Change Fund	$500.00	
6	Surplus Payments	$0.00	
7	Tax Sale Costs	$0.00	
8	Demand Fees	$0.00	
9	Sewage Collections	$0.00	
10	Weed Control	$0.00	
11	Storm Water	$0.00	
12	Vehicle License Excise Tax	$3,751,152.08	
13	Heavy Equipment Rental Excise Tax	$5,393.35	*New line replaced Vehicle
14	Lottery Excise Tax	$1,172,426.73	
15	Aircraft License Excise Tax	$51.43	
16	Auto Rental Excise Tax	$26,647.32	
17	Boat Excise Tax	$65,151.76	
18	Forest Reserve	$0.00	
19	State Replacement Credit	$0.00	
20	Homestead Credit	$0.00	
21	Total Balances of all Ledger Accounts-Cash	$44,881,805.98	
22	Total Balances of all Ledger Accounts - Investments	$1,044,667.53	
23	Total Charges	$56,631,836.79	

CREDITS:

24	Depository Balance as Shown by Balance of Cash and Depositories Record (List in Detail on Reverse Side)			$50,292,847.46
25	Investments as Shown by Daily Balance of Cash and Depositories Record (Column 12, Line 40)			$6,241,903.55
26	Total Cash on Hand at Close of Month:			
	Currency	$500.00		
	Coins			
	Checks, Money Orders, etc			
	Total			$500.00
27				
28				
29				
30	Total			$56,535,251.01
31	Cash Short (Add)			$49,040.24
32	Cash Long (Deduct)			($49,455.33)
33	Proof			$56,534,835.92

RECONCILEMENT WITH DEPOSITORIES

34	Balance in all Depositories Per Daily Balance Record (Line 24 Above)	$50,292,847.46	
35	Outstanding Warrant-Checks (Detail by Depositories on Reverse Side)	$375,178.22	
36	Balance in all Depositories Per Bank Statements (Detail on Reverse Side)		$50,668,439.97
37	Deposits in Transit (Details on Reverse Side)		$217,411.25
38	Proof	$50,539,028.68	$50,539,028.68

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a)	Cash Change Fund Advanced by County	$
(b)	Receipts Deposited in Depositories (Date)	
(c)	Uncollected Items on Hand (List on Reverse Side)	
(d)	Total (Must Agree with Line 26 Above)	$

State of Indiana, Warrick County: ss: I, the undersigned Treasurer of the aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

Dated on this 6th day of November, 2019

County Treasurer

SUPPLEMENTAL AGREEMENT
NO. 1

This Supplemental Agreement, made and entered into this 12 day of November, 2019, by and between Warrick County, Indiana, acting by and through its Board of County Commissioners (hereinafter referred to as the "OWNER"), and Beam, Longest and Neff, L.L.C., Consulting Engineers, 8320 Craig Street, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the OWNER and the CONSULTANT did enter into an Agreement, dated August 28, 2017, to provide professional engineering services for the replacement of Warrick County Bridge No. 113, Shiloh Road over Barren Fork (Des. No. 1600739), and,

WHEREAS, the OWNER desires to revise the MOT plan for the project to include a temporary runaround to keep the west-south leg open during construction which increases the number of MOT phases from one to six, and to increase the width of the bridge to accommodate semi-trucks making the S-turn across the bridge if they are traveling in a north south direction and desire to stay on Ashby Road, and,

WHEREAS, the CONSULTANT is qualified and prepared to perform the services required in said work and they agree to perform such services under the terms and conditions herein set forth, and,

WHEREAS, in order to provide for completion of the work as modified, it is necessary to amend and supplement the original Agreement,

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

1. On page 1 of the original Agreement, under Section IV, the not to exceed amount is increased by $19,600.00 to $280,700.00.
2. On page 1, Appendix "D" of the original Agreement, under Section A, paragraph 1, the total not to exceed amount is increased by $19,600.00 to $280,700.00 and the not to exceed amount for A.1-A.8 is increased by $19,600.00 to $260,700.00.
3. On page 1, Appendix "D" of the original Agreement, under Section A, paragraph 2, line item e, the lump sum amount is increased by $19,600.00 to $107,400.00.
4. Except as herein modified, changed and supplemented, all terms of the original Agreement, dated August 28, 2017, shall continue in full force and effect.

1

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 the day and year first above mentioned.

CONSULTANT:
BEAM, LONGEST AND NEFF, L.L.C.

(President) James C. Longest

ATTEST:
Sara M. Lloyd

OWNER:
BOARD OF COUNTY COMMISSIONERS
WARRICK COUNTY, INDIANA

Dave Saylor

ATTEST:
Rebecca M. Hoover

2

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #A249-20-LG190465

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and **Warrick County**, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. **Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of **$506,774.03** (the "Grant"), representing **50%** of the eligible costs of the project (the "Project") described in **Attachment A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

2. **Representations and Warranties of the Grantee.**

   A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

   B The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

   C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

   D. The Grantee uses an approved transportation asset management plan on file with the State.

3. **Implementation of and Reporting on the Project.**

   A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #A249-20-LG190465

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FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

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   B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

   C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

   D. The Grantee uses an approved transportation asset management plan on file with the State.

3. **Implementation of and Reporting on the Project.**

   A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. **Term.** This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

   The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. **Grant Funding.** Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

   A. It may use the State funds only for the Project described in **Attachment A**;

   B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:

      i. must immediately repay all grant funds provided to the State; and
      ii. may not participate in the grant program during the succeeding calendar year.

   C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;

   D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;

   E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. **Payment of Claims.**

   A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

   B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

   C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

   D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than $1 million.** The maximum amount of state funds allocated to the Project is **$506,774.03.** The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than $1 million for all qualifying projects the Grantee may have in a calendar year.

   E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

   F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

7. **Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

   A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;

   B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. **Compliance with Audit and Reporting Requirements; Maintenance of Records.**

   A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

   B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

   C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

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

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the

Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

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

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement 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 Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

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

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

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

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and

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

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

E. Within thirty (30) days after receiving notice under subdivision (C)(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

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. **Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

    A. The Grantee has enrolled and is participating in the E-Verify program;

    B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

    C. The Grantee does not knowingly employ an unauthorized alien.

    D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

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

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

15. **Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: http://www.access-board.gov/508.htm.

16. **Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

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

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

18. **Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

    A. Notices to the State shall be sent to:

    Office of LPA/MPO and Grant Administration
    Attention: Director of LPA/MPO and Grant Administration
    100 North Senate Avenue, Room N955
    Indianapolis, IN 46204
    E-mail: indotlpampo@indot.in.gov

    With a copy to:

    Chief Legal Counsel/Deputy Commissioner
    Indiana Department of Transportation
    100 N. Senate Avenue, Room N758
    Indianapolis, IN 46204-2216

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

    Shawn Benner
    Vincennes District
    3650 South U.S. Highway 41
    Vincennes, IN 47591
    Email: SBenner1@indot.in.gov

    C. Notices to the Grantee shall be sent to:

    Warrick County
    ATTN: Dan Saylor
    107 West Locust Street Courthouse
    Boonville, IN 47601
    Email: dan@warrickcounty.gov

    As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 22, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. **Public Record.** The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. **Termination for Breach.**
    A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

    B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. **Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. **Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. **Federal and State Third-Party Contract Provisions.** N/A

25. **Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.** The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. **State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2019* OAG/ IDOA *Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements; Project Monitoring was modified.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **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 Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

AGREEMENT TO USE ELECTRONIC SIGNATURES

(Applicable to only to Grant Agreements processed through SCM)

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

[Grantee]

By: Dave Saylor

DAV SAYLOR, COMMISSIONER PRESIDENT
Name and Title, Printed
Date: NOVEMBER 12, 2019

Indiana Department of Transportation

By: _____

_____ (for)
Joseph McGuinness, Commissioner
Date: _____

Approved by:
Indiana Department of Administration

By: _____ (for)
Lesley A. Crane, Commissioner

Date: _____

Approved by:
State Budget Agency

By: _____ (for)
Zachary Q. Jackson, Director

Date: _____

APPROVED as to Form and Legality:

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on September 13, 2019.

FA 19-45

This instrument was prepared by the undersigned attorney:

_____

Attorney:
Indiana Department of Transportation
100 N. Senate Avenue
Indianapolis, IN 46204

Date: _____

07/19

ATTACHMENT A

PROJECT DESCRIPTION

Des. No.: **1902204**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **HMA Overlay, Preventive Maintenance**

Location:

Road Segment	From	To	Award
YANKEETOWN RD	Boonville Town Limits	SR 66	$506,774.03

Application ID: **6309**

A general scope/description of the Project is as follows:
Yankeetown Road from Boonville Town Limits to SR 66. The roadway will be resurfaced with striping and shoulder stone to repair cracking throughout.

The maximum amount of state funds allocated to the Project is $506,774.03.

07/19

Contract No:R -30473 Change Order No.: 017

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information
District:VINCENNES DISTRICT
Contract No.: R -30473
AE:Schum, Curtis
Letting Date:11/16/2016
PE/S:Price, Tylor
Status:Draft

Change Order Information
Date Generated: 00/00/0000
Date Approved: 00/00/0000
EWA: N or Force Acct: N
Change Order No.: 017
Reason Code: FINAL QUANTITY ADJUSTMENT
Description: Final Quantity Adjustment

Original Contract Amount	$ 6,072,995.00	
Current Change Order Amount	$ 0.00	Percent: 0.000 %
Total Previous Approved Changes	$ 105,442.58	Percent: 1.736 %
Total Change To-Date	$ 105,442.58	Percent: 1.736 %
Modified Contract Amount	$ 6,178,437.58	

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

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

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

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

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

Contract No:R -30473 Change Order No.: 017

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 2

Review and Approval Information

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

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

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

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

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

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -30473 Change Order No:017 — INDIANA Department of Transportation — Date:10/28/2019 Page: 4

Supplemental Description2:

0060 0500035 0060 021-09575 SYS 6.000 3000.010 C Amount:$ 23,441.46
Item Description: SODDING, NURSERY
Supplemental Description1:
Supplemental Description2:

0207 0500030 0207 215-06606 DOL 1.000 62022.570 C Amount:$ 62,022.57
Item Description: CHEMICAL MODIFIER ADJUSTMENT
Supplemental Description1:
Supplemental Description2:

Total Value for Change Order 017 = $ -25,107.46

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

This change order is to adjust final pay quantities to the following items which overran or underran planned quantity by $20,000 or more. Item 0007, Quality Adjustments, Failed Materials- Underran due to material failures of HMA, Surface and slotted drain pipe. Item 0008, Payment Adjustment PG Asphalt Binder- Overran due to increase in cost of PG asphalt binder material over course of project, item was paid per Spec 109.05. Item 0017, Excavation, Common- Overran due to undercuts to repair soft subgrade. Item 0021, Subgrade Treatment, Type II- Underran due to apparent error in plan quantity. Item 0023, Borrow- Underran due to suitable field conditions not requiring utilization of the undistributed quantity. Item 0024, Structural Backfill, Type 2- Underran due to apparent error in plan quantity. Item 0033, QC/QA-HMA, 2, 94, Base, 19.0 mm- Overran due to thickness variance in field. Intermediate and surface items underran as a result. Item 0046, Curb and Gutter, Concrete and item 0047, Curb and Gutter, Concrete, Modified- Overran due to designer method of calculating plan quantity. Designer assumed the curb and gutter across the concrete driveway would be paid for as PCCP Driveway, 6 inch, but the contractor slipped the curb and gutter through the driveways. Items were paid per INDOT spec. Item 0049, PCCP for Approaches, 6 inch- Underran due to portions of plan quantity being paid as Curb and gutter (see previous note). Item 0060, Sodding, Nursery- Overran due to additional restoration required. Item 0207, Chemical Modifier Adjustment- Overran due to switch from lime to cement and higher cement requirements. Item paid per Spec 215. 12. This change order has been discussed with the INDOT project manager. There is no time extension associated with this change order.

Change Order Explanation for Specific Line Item

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

Contractor: JDI Construction, Inc. Signed by:

Date: October 31, 2019

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

Contract No:R -30473 Change Order No:017 — INDIANA Department of Transportation — Date:10/28/2019 Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE) 11/12/19

(SIGNATURE) (TITLE) (DATE) 11/12/19

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status

Baehl, Jamie

From: Phillippe, Lora <LPhillippe@Indot.IN.gov>
Sent: Tuesday, October 29, 2019 1:52 PM
To: Baehl, Jamie
Subject: RE: R-30473 Change Order #17- Final Quantity Adjustments

Hi Jamie!

This looks fine to me.

As long as Curt is good with it, so am I ☺

Thanks!

Lora Phillippe
Project Manager
3650 South U.S. Highway 41
Vincennes, IN 47591
Office: (812) 895-7336
Cell: (812) 683-1193
Email: lphillippe@indot.in.gov

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

From: Baehl, Jamie [mailto:jbaehl@structurepoint.com]
Sent: Tuesday, October 29, 2019 1:55 PM
To: Phillippe, Lora <LPhillippe@Indot.IN.gov>
Subject: R-30473 Change Order #17- Final Quantity Adjustments

Hey Lora,
Can you take a look at this Change Order #17 for the final quantity adjustments (overruns and underruns >$20,000) for Lincoln Phase III?
Curt has reviewed, but please let me know if you see anything I need to change.
Thanks!

JAMIE BAEHL, PE
Inspector, Construction Solutions Group
20 E Sycamore Street
Evansville, IN 47713
812.402.4509 office
812.664.4935 cell
structurepoint.com web

STRUCTUREPOINT

1

Contract No:R -36005 Change Order No.: 005
Page: 1

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

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

Change Order Information
Date Generated: 10/21/2019
Date Approved: 00/00/0000
EWA: Y or Force Acct: N
Reason Code: CHANGED COND, Constructability Related
Description: Septic Tank Abandonment

Original Contract Amount	$ 3,699,098.14	
Current Change Order Amount	$ 0.00	Percent: 0.000 %
Total Previous Approved Changes	$ 5,941.54	Percent: 0.161 %
Total Change To-Date	$ 5,941.54	Percent: 0.161 %
Modified Contract Amount	$ 3,705,039.68	

Time Extension Information
Date Initiated 07/09/2019
Date Completed 10/17/2019

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

Time Element Description:
Current Time Extension: SS Days 0 SP Days 0 SP Days Value $ 0.00
Previous Time Approved: SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____
SS Days_____ SP Days Value $ _____
Revised Contract Time: SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

Contract No:R -36005 Change Order No.: 005
Page: 2

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority	AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order)	(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract)	(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by_____ Date Issued_____
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager_____
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM) _____
	Date to PM_____ Date Returned_____
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_____ Date_____
	If N,Resolution: Approved _____ Disapproved _____
	Resolved by_____ Date_____
LPA Signatures Required?	Y / N If Y, Date to LPA _____ Date Returned _____
FHWA Signatures Required?	Y / N If Y, Date to FHWA_____ Date Returned_____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)
Field Engineer _____ Date _____
Comments: _____

Contract No:R -36005
Change Order No:005

INDIANA
Department of Transportation

Date:10/21/2019
Page: 3

Contract: R -36005
Project: 0500641 - State:0500641
Change Order Nbr: 005
Change Order Description: Septic Tank Abandonment
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0195	0500641	0195	202-00783	LS	2,750.440	1.000	C	Amount:$ 2,750.44

Item Description: SEWER SANITARY ABANDON IN PLACE
Supplemental Description1: SEPTIC TANK ABANDONMENT
Supplemental Description2:

Total Value for Change Order 005 = $ 2,750.44

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

An unknown septic tank was discovered on this contract at Approximate Station 170+35 RT. A portion of the septic tank was in conflict with the proposed work plans. After discussions with Warrick County, it was decided to remove the lid, pump out the septic tank, remove the portion in conflict with the proposed work, break up the bottom of the tank, and fill with No. 8 Stone. Change Order 5 was created to compensate the contractor for this work with no time extension. The INDOT Project Manager has been notified.

Change Order Explanation for Specific Line Item

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

Contractor: Ragle, Inc. Signed By:
Date: 11/6/19

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

Contract No:R -36005
Change Order No:005

INDIANA
Department of Transportation

Date:10/21/2019
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE) 11/12/19
(SIGNATURE) (TITLE) (DATE) 11/12/19

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status

RAGLE INC.

October 21, 2019

Mr. Tyler Price, P.E.
Area Supervisor
American Structure Point, Inc.
20 East Sycamore St.
Evansville, IN 47713

RE: R-36005-A Request For Pricing – Abandon Septic Tank Option #1

Dear Mr. Price:

Ragle, Inc. is submitting the following change order proposal per INDOT's request to abandon an existing septic tank. *Option #01 is to remove the "lid" portion of the tank structure and fill with Structure Backfill Type 2, #8 Stone.* Including terminating the existing pipe at the adjacent R.O.W. with a pop-up valve.

Pricing has been prepared utilizing mark-ups per Indiana Department of Transportation Standard Specification 109.05 "Extra Work and Force Account Work." The pricing is attached.

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

Cordially,

Hunter Fields

Hunter Fields
Ragle, Inc.
Project Manager
Cc: Ragle, Inc. File #2018-001
Ms. Ashly Wohr, Ragle, Inc.

Ragle, Inc.

Abandon Septic Tank Option #1 1 EA

CLASSIFICATION		COST	MARKUP		TOTAL
LABOR	$	1,179.00	20%	$	1,414.80
MATERIAL	$	450.00	12%	$	504.00
EQUIPMENT	$	497.00	12%	$	556.64
SUBCONTRACTOR	$	250.00	10%	$	275.00
Abandon Septic Tank Option #1			**Total**	$	**2,750.44**
Abandon Septic Tank Option #1			**Unit Price**	$	**2,750.44**

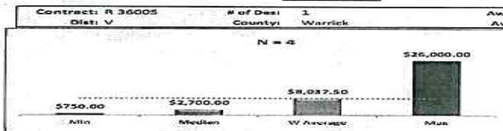
**No piping or cleanout termination included.

202-09783 Sewer, Sanitary, Abandon In Place LS

Item Selected: 202-09783 Item Desc: Sewer Sanitary Abandon In Place Contract No: 36005 No Cont Entered

Contract: R 36005 # of Des: 1 Awarded: 01/30/2018 Work Type: Added Travel Lanes
Dist: V County: Warrick Award $: $3,699,008.14 Prime Contractor: Ragle, Inc.

N = 4



Filtered Data		*2) Enter Range	
Min Quantity:	1		1
Max Quantity:	1		10
Min Award:	$146,598		
Max Award:	$21,737,000		
From Year	2014		2014
Until Year	2018		2019

N:	4
Min:	$750.00
Max:	$26,000.00
Straight Av.:	$8,037.50
Weighted Av.:	$11,037.50
Median	$2,700.00
Std Dev.	$12,057.04

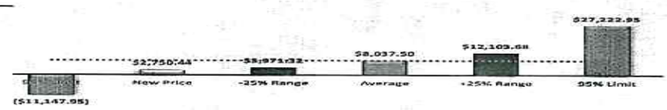
*3) Optional: % of Price Range to be included (Default 50%):
50.0% (or: +/- 25% from average)

from:		to:
$3,426.53	< 50% Range <	$12,648.67
($11,147.95)	< 95% Confid. <	$27,222.95

(95% or +/- 47.5 % from average)

Unit: LS

*4) New Price: $2,750.44 Unusable Data



Unit (Must show on... LS | Optional: Pre B R | Optional: Letting Year 2018 2014 | Optional: Dist G S V

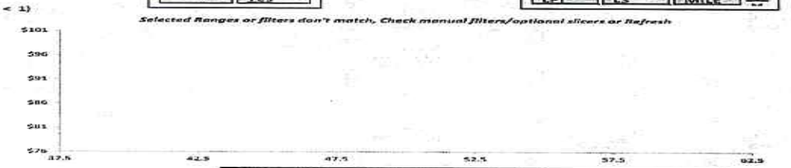
Advanced: Forecasting and Predicting the Price of Specific Quantity (using Some Selected Ranges, without slicers or manual filters)

1) Click On :
2) Select Yes: Selected I... Yes
3) One Unit only: Unit LET LS MILE
4) Enter quantity 1000 (1 < q < 1)
5) Enter Range: Out of Limit 50%
6) Resize Chart

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

	Unit Price
Higher Estimate	$1,096.53
Middle Estimate	$1,042.54
Lower Estimate	$988.56

Total Amount: $1,042,540.00



Optional: Enter Graph Limit to plot the data for quantity:
25% Below, or 750
25% Above, or 1250

Comments:

Name:

Date:

Price, Tyler

From: Price, Tyler
Sent: Monday, October 28, 2019 7:47 AM
To: 'Phillippe, Lora'; Curt Schum (cschum@indot.in.gov)
Cc: Baehl, Jamie
Subject: R-36005 Change Order #5 Septic Tank Abandonment
Attachments: R-36005 Change Order #5.pdf

Lora/Curt,

Attached is the draft Change Order #5 for R-36005 Oak Grove Road Phase III. An unknown septic tank was discovered during construction and this change order deals with the partial removal and abandonment of the tank so construction could proceed. Please let me know if you have any questions or issues. The CO has been discussed with Warrick County and they are in agreement.

Thanks,

Tyler

TYLER PRICE, PE
Field Manager
[illegible] OFFICE
[illegible] CELL
structurepoint.com WEB

STRUCTUREPOINT

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Best Employers in Ohio

6200 Vogel Road, Evansville, Indiana 47715 • 812.479.6200

November 12, 2019

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

RE: Federal Aid Application Assistance
Lochmueller Project No: 119-0099-08D

Dear Commissioners:

Lochmueller Group, Inc. is pleased to provide our proposal to assist the Warrick County Commissioners in preparing the INDOT funding application for the replacement of Warrick County Bridge 200, which carries Wallace Fork Road over Little Pigeon Creek. The services to be provided include the development of estimates of project costs including construction, design, right-of-way engineering and acquisition, utility coordination and relocations, and construction inspection. In addition, at the request of the County, Lochmueller shall participate in the INDOT project review process at the INDOT Vincennes District Office.

Lochmueller shall provide these services for a lump sum fee of $1000.00.

If you are in agreement with the stated services and the compensation thereof, please sign both copies of this agreement and return one copy to our office for our records.

Sincerely,

LOCHMUELLER GROUP, INC.

MATTHEW E. WANNEMUEHLER
VICE PRESIDENT/CHIEF ADMINISTRATIVE OFFICER

November 12, 2019
DATE

Acceptance of Proposal

WARRICK COUNTY COMMISSIONERS

DAN SAYLOR
DISTRICT 1

TERRY THRUSHAW
DISTRICT 2

ROBERT JOHNSON
DISTRICT 3

11/12/19
DATE

kellerschroeder
TECHNOLOGY / CONSULTANTS / SOLUTIONS

4920 Carriage Drive • Evansville, IN 47715-2678
Phone: 812.474.6825 • Fax: 812.474.6835
www.kellerschroeder.com

Proposal for
Warrick County Commissioners

Phone: 812-897-6100
Fax:
Quoted by: Ty Sblan / IAM: Tracy Staley
Quote Date: October 23,2019
Quote Number: 48100

	Description	Your Price	Quantity	Total
Cisco	UCS C240 M5 SFF Rack Server	1,927.00	1	1,927.00
Cisco	3yr 24x7xs Onsite Smartnet f/ C240M5 SX	2,793.00	1	2,793.00
Cisco	32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank	774.00	2	1,548.00
Cisco	Riser 1 incl 3 PCIe slots (x8, x16, x8)	80.00	1	80.00
Cisco	Intel i350 quad-port MLOM NIC	404.00	1	404.00
Cisco	64GB SD Card	146.00	2	292.00
Cisco	1050W AC Power Supply for Rack Server	292.00	2	584.00
Cisco	Ball Bearing Rail Kit	88.00	1	88.00
Cisco	12G MODULAR RAID CTRL W/ 4GB CACHE	1,160.00	1	1,160.00
Cisco	1.2TB HD SAS 10K 12G SFF	430.00	12	5,160.00
Cisco	2.1 GHz 4110/85W 8C/11MB Cache	700.00	2	1,400.00
		Subtotal		15,436.00
Microsoft	Monthly Estimated Azure Subscription	483.00	1	483.00
		Subtotal		483.00
Microsoft	Windows Server Standard 2-Core Pack LIC/SA -Open Value -Government pricing -Upfront Payment -License plus Software Assurance for 3yrs	166.00	8	1,328.00
		Subtotal		1,328.00
Veeam	VEEAM BACKUP & REPLICATION UNIVERSAL LICENSE INCLUDES ENTERPRISE PLUS EDITION FEATURES,-1 YEAR SUBSCRIPTION UPFRONT BILLING & PRODU CTION (24/7) SUPPORT-PUBLIC SECTOR	1,026.00	1	1,026.00
		Subtotal		1,026.00
Keller Schroeder	2019 Estimated Professional Services	156.00	24	3,744.00
		Subtotal		3,744.00
	Alternative 1	22,017.00		

Description	Your Price	Quantity	Total

10-24-2019 8:14

KnowBe4
Human error. Conquered.

Company Address	33 N Garden Avenue, Suite 1200 Clearwater, FL 33756 US	Created Date	11/13/2019
		Expiration Date	11/29/2019
		Quote Number	00384131
		Payment Terms	Net 30
Prepared By	Bruno B	Contact Name	Guy Whelan
Email	brunob@knowbe4.com	Phone	(812) 568-7121
Phone	(727) 420-1391	Email	gwhelan@warrickcounty.gov
Bill To Name	Warrick County	Ship To Name	Warrick County
Bill To	Warrick County Commissioners 107 W. Locust Street, Ste. 301 Boonville, IN 47601 United States	Ship To	Warrick County Commissioners 107 W. Locust Street, Ste. 301 Boonville, IN 47601 United States

Product	Product Description	Sales Price	Quantity	Total Price
1000KMSPN000C36-G	KnowBe4 Security Awareness Training Subscription Platinum 101-500 Users 3 Years	USD 35.72	155.00	USD 5,661.50
1502DWN00000036-G	KnowBe4 Content Download 3 Years	USD 0.00	1.00	USD 0.00

Total Price USD 5,661.50

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. The subscription period will begin when we process your order, which is when we receive your signed quote. Unless included on the invoice, customer is responsible for any applicable sales and use tax. KnowBe4's standard Terms of Service (www.knowbe4.com/tams) and Product Privacy Policy (www.knowbe4.com/privacy-policy) apply, unless mutually agreed otherwise in writing.

April 2018
Preliminary Engineering Agreement

LOCAL PUBLIC AGENCY
PRELIMINARY ENGINEERING AGREEMENT

Agreement Amount: $19,500.00 Des No: 1401384

Agreement Type: Preliminary Engineering Project No: 1401384

Work Description: Sanitary Sewer Road: Bell Road

Design, Cost Estimate, Inspection County: Warrick

This Agreement, made and entered into this _____ day of _____, 20____, by and between
Town of Newburgh Sanitary Sewer
23 W. Jennings Street, P.O. Box 100
Newburg, Indiana 47629
(hereinafter referred to as the Utility), and
Warrick County
107 W. Locust Street, Room 208
Boonville, Indiana 47601
(hereinafter referred to as the Local Public Agency (LPA)), together referred to as the parties.

WITNESSETH:

WHEREAS, the LPA desires to perform a road reconstruction project, including new storm sewers on Bell Rd from High Pointe Dr to Telephone Rd as referenced by the Des No. and Project No. given above (hereinafter referred to as the "project"); and

WHEREAS, the LPA has determined the Utility to be eligible for reimbursement;

WHEREAS, due to said highway construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made;

WHEREAS, the LPA will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to the LPA under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at http://www.fhwa.dot.gov/legsregs/directives/fapg23toc.htm on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement;

WHEREAS, it is in the best interest of the Utility and the LPA for the Utility to make the necessary preliminary investigations, plans, specifications, and estimates for the adjustments, removals, alterations and/or relocations of its existing facilities with the Utility's regular engineering forces or by an approved Engineering Consultant, or to perform exploratory excavation by using a contractor paid under a contract let by the Utility with the approval of the LPA as provided for under 23 CFR 645.109.

1

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANTS HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

SECTION 1 - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility with its regular engineering staff personnel at its standard schedule of salaries, wages and working hours or by an approved Engineering Consultant, will make the necessary preliminary investigations, and develop final plans, specifications, and cost estimates for the adjustments, removals, alterations, and/or relocations of its existing facilities.

The Utility may elect to use an approved contractor to perform all or part of the exploratory excavation as is required to determine alignment and elevation of existing facilities.

The Utility has authority under this agreement to perform or have performed engineering work involving the investigation of present facilities, conferring with the LPA personnel and duly authorized personnel of engineering organizations or contractors doing work for the LPA, determining alternate schemes for proposed relocation of facilities and making "rough" design, and "rough" estimates for comparative purposes.

The itemized cost estimate for preliminary engineering work is set forth in attached Exhibit "A", incorporated by reference, and prepared in accordance with the Policy Guide.

SECTION 2 - WORK COMMENCEMENT

The Utility, or its selected consultants and/or contractors, shall not start any preliminary engineering work until written authorization has been given the Utility by the LPA.

SECTION 3 – PAYMENTS

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20.

SECTION 3 (A) - STANDARD PAYMENT METHOD

The LPA shall reimburse the Utility according to the terms of this agreement for any item of work or expense involved if performed at the written direction of the LPA. The LPA shall reimburse the Utility for actual cost of the work completed upon presentation of a detailed itemized bill.

The Utility may submit one bill per month for work covered by this agreement. The Utility shall attach an itemization of cost incurred. This itemization of cost shall appear in the same form and manner as the estimate for preliminary engineering work shown in Exhibit "A".

Within forty-five (45) days after receipt of the itemized bill from the Utility and the approval thereof by the LPA, the LPA will reimburse the Utility for its actual expense. If the LPA does not agree with the amount billed by the Utility, the LPA will send the Utility a letter by regular mail and list the differences. The letter will be sent to the Utility's address as shown on page 1 of this agreement, or such subsequent address that the Utility may give the LPA's authorized representative.

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Making a partial payment shall not abrogate the LPA's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final billing and the resolution of any audit performed according to Section 6 of this agreement.

SECTION 4 - COST INCREASES

Should the accumulated cost of the preliminary engineering work materially exceed the itemized cost estimate shown in Exhibit "A", due to conditions not known or anticipated at the time of estimate preparation, and no substantial change in the scope of the engineering work has taken place, the Utility shall notify the LPA in writing of such fact and the reasons therefore as promptly as possible.

The LPA shall make every effort to expedite the payment of any approved cost increase above the amount originally agreed upon.

SECTION 5 - FINAL BILL

The Utility shall present its final bill accompanied by an itemized cumulative bill within ninety (90) days of completion of the preliminary engineering work. All documents required to substantiate any claims for payment shall be submitted with this final bill. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, consultant and/or contractor invoices and other such documentation as may be deemed necessary by the LPA to support such final bill.

SECTION 6 - RECORDS

The accounts and records of the Utility and any consultant and/or contractor involved in carrying out the proposed preliminary engineering work shall be kept in such manner that they may be readily audited and actual cost determined, and such accounts shall be available for audit by auditors of the LPA, and the Federal Highway Administration for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the Utility shall thereafter continue to maintain the accounts and records until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Upon completion of the Utility's preliminary engineering work, the LPA may audit the Utility's records to determine the cost of the preliminary engineering work. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR part 31.

Final payment shall be in accordance with the LPA's resolution of the final audit. If additional money is due the Utility, the LPA shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by the LPA's Division of Accounting and Control. If the audit resolution shows that the Utility has been overpaid, the LPA shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay the LPA within forty-five (45) days after receipt of such bill. If the Utility has not paid such bill within forty-five (45) days, the LPA may offset such amount against claims that the Utility has against the LPA.

SECTION 7 - NON-DISCRIMINATION

A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of 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 or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

The UTILITY understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least $50,000.00 worth of business with the LPA and is not exempt, the UTILITY will comply with the affirmative action

3

reporting requirements of 41 CFR 60-1.7. The UTILITY 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.

SECTION 8 - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Local Public Agency, and the State of Indiana from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgements for damages, or injuries to or death or persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts of omissions of the Utility, its employees or Consultant and/or Contractor, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where the LPA has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Local Public Agency or the State.

Notwithstanding the preceding provisions of this Section, if applicable to the Utility, I.C. 34-13-3 will be controlling.

SECTION 9 - INCORPORATION OF THE UTILITY POLICY GUIDE

The Program Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION 10 - PENALTIES/INTEREST/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, and/or attorney's fees, except as required by Indiana law.

SECTION 11 – COMPLIANCE WITH LAWS; APPLICABLE LAW

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this Contract are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this Contract shall be reviewed by the LPA and the UTILITY to determine whether the provisions of this Contract require formal amendment.

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION 12 - BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

SECTION 13 –COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT
As required by IC 5-22-3-7:

(1) the UTILITY and any principals of the UTILITY certify that
  (A) the UTILITY, except for de minimis and nonsystematic violations, has not violated the terms of
    (i) IC 24-4.7 [Telephone Solicitation Of Consumers],
    (ii) IC 24-5-12 [Telephone Solicitations] , or
    (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundredsixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

  (B) the UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:
  (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

SECTION 14 – CONFLICT OF INTEREST

A. As used in this section:
"Immediate family" means the spouse and the unemancipated children of an individual.
"Interested party," means:
1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of the Utility;
or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
"Department" means the Indiana Department of Administration.
"Commission" means the State Ethics Commission.

B. The Department may cancel this Contract without recourse by the Utility if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under section B above if the Utility gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.

D. The Utility has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that the Utility knows or reasonably could know.

SECTION 15 - FUNDING CANCELLATION

When the LPA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, the contract shall be canceled. A determination by the LPA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

SECTION 16 – DRUG-FREE WORKPLACE CERTIFICATION

The Utility hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Utility will give written notice to the State within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in the Utility's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Agreement is in excess of $25,000.00, the Utility hereby further agrees that this agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of $25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Utility and made a part of the contract or agreement as part of the contract documents.

The Utility certifies and agrees that it will provide a drug-free workplace by:

A. 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 Utility's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the Utility'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.

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

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

E. Within thirty (30) days after receiving notice under subdivision (c)(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

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

SECTION 17 – DEBARMENT and SUSPENSION

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term "principal" for the purposes of this agreement is defined as 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 UTILITY.

SECTION 18 – Certification for Federal-Aid Contracts Lobbying Activities

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief, that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

B. 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.

The UTILITY 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 subrecipients 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.

SECTION 19 - ETHICS

The UTILITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the UTILITY is not familiar with these ethical requirements, the UTILITY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<http://www.in.gov/ethics/>>. If the UTILITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the UTILITY. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

SECTION 20 – NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, 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 agreement other than that which appears upon the face of the agreement.

[The remainder of this page is intentionally left blank]

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IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

Town of Newburgh Sanitary Sewer
(Utility Name)

(Signature of Officer)

William F. Kavanaugh
(Officer's Name, Printed or Typed)

Town Council President
(Officer's Position)

ATTEST:

Carol Hicks Schaefer
(Secretary of Utility - Signature)

Carol Hicks Schaefer
(Secretary's Name, Printed or Typed)

ACKNOWLEDGEMENT

State of: Indiana County of: Warrick SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared

William Kavanaugh, Allison Clenhaven, Stacie Krieger, Anne Rust, Arland D Carol Schaefer
(Names and offices of signers of Utility)

Town of Newburgh Sanitary Sewer
(Name of Utility)

and acknowledged the execution of the foregoing contract on the 26th day of November, 2019.

Witness my hand and seal the said last day.

My commission Expires: 2nd day of September, 2021.

(Seal)

DREW O. FLAMION
Notary Public, Seal of Indiana
Warrick County
Commission Expires
My Commission Expires
September 02, 2021

(Signature)

Drew D. Flamion
(Notary Public, Printed or Type

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FOR:

Warrick County
(Name of LPA)

BY:

Dan Saylor
Board of Commissioners, President
Dan Saylor
(Typed or Printed Name)

Board of Commissioners, Vice President
Robert H. Johnson, Jr.
(Typed or Printed Name)

Board of Commissioners, Member
Jerry J. Phillippe,
(Typed or Printed Name)

ATTEST:

Deborah K. Stevens
Warrick County Auditor
(Signature)

Deborah K. Stevens
(Typed or Printed Name)

ACKNOWLEDGEMENT

State of Indiana, County Warrick SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared

Dan Saylor, Robert H. Johnson, Jr., Jerry J. Phillippe

and acknowledged the execution of the foregoing contract on this 12th day of November, 2019.

Witness my hand and seal the said last day.

My Commission Expires: _____ day of _____, 20__

(Seal)

TODD I. GLASS
NOTARY PUBLIC SEAL
Warrick County
Indiana
Commission Expires
September 02, 2021

(Signature)

Todd I. Glass
(Notary Public, Printed or typed)

This document prepared by:

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Exhibit "A"

TOWN OF NEWBURGH, IN
S19028 BELL ROAD WIDENING SANITARY SEWER RELOCATION PROJECT
FOR INDOT DES NO. 1401384
ENGINEER'S OPINION OF PROBABLE NON-CONSTRUCTION COST
REVISED WORK PLAN SUBMITTAL #2 - FOR REIMBURSEMENT

ITEM	TASK	COST	RATE
1	Engineer Basic Services		
	Design	$ 10,000.00	Lump Sum
	Construction Phase	$ 3,500.00	Hourly
	Post-Construction Phase	$ 1,000.00	Hourly
	Resident Project Representative	$ 5,000.00	Hourly
	SUBTOTAL	$ 19,500.00	
	TOTAL NON-CONSTRUCTION COST ESTIMATE	$ 19,500.00	