WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
November 25, 2019
10:00 A.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 10:00 AM.

PLEDGE OF ALLEGIANCE

Commissioner Saylor: Good morning, everybody. Welcome to a little change here, so, 10:00 (AM) meeting. First item on the agenda will be a Public Hearing. So, if I can get a motion to recess the Commissioner's meeting and open up the Public Hearing?

Commissioner Johnson: So moved.

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

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

Commissioner Saylor: Alright. So, we will open up the Public Hearing in the Matter of the Vacation of the Portion of Prospect Drive. Counselor, are you…?

Todd Glass: Yeah, this is a Petition to Vacate Phase 1 of Prospect Drive from Vann Road westward. All matters have been concluded. The only thing that is not in hand yet is the Vectren letter of agreement for the removal of their facilities to consent to the vacation. However, Mr. President, they have stated that they're perfectly willing to remove those facilities. They've drawn up the actual facilities that they are going to remove which includes some poles and lines and also some AT&T facilities also that they're coordinating. Morley has already paid them the removal cost which was the only condition for issuance of the letter. So, the only thing we're short of is just the actual letter from Vectren which they say is being processed and that we'll be receiving. So, I recommend Molly would read off an Ordinance and get an Ordinance number for that for the Board to consider adopting. The Ordinance that will be effective upon receipt of the letter from Vectren.

Commissioner Saylor: Molly (inaudible)?

Todd Glass: She can read off the Ordinance and get an Ordinance number and we'll see if there's anyone here today for or against it.

Kristine Georges: The Ordinance number would be 2019-28.

Roger Emmons: Okay. Thank you, Kristine.

Kristine Georges: You're welcome.

Molly Barnhill: And that should be all we need and I'll hold onto it until we get the letter and record?

Todd Glass: Correct.

Molly Barnhill: Okay.

Commissioner Saylor: Is anybody in the audience here to speak for or against this vacation of Prospect Drive? No, okay. So, let the record show no one's here to speak for or against. So, I guess we will…

Todd Glass: Entertain a motion…

Commissioner Saylor: Entertain a motion to close the hearing and reconvene the Commissioners' meeting.

Commissioner Johnson: I'll make that motion.

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).

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

Commissioner Saylor: Alright. So, now, we will take Action on the Public Hearing. So, I need a motion for that.

Todd Glass: Molly, if you could read the heading of the Ordinance.

Molly Barnhill: The Ordinance to Vacate a Portion of Prospect Drive right-of-way within Warrick County, Indiana.

Todd Glass: Would be Ordinance 2019-28 with the one (1) condition that the effective date would be the date of receipt from Vectren.

Commissioner Phillippe: I'll make that motion.

Commissioner Johnson: I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(Note: 01-10-2020-Ordinance 2019-28 was not fully executed in 2019 as receipt was not made).

AREA PLAN COMMISSION
REQUEST FOR EXTENSION OF SURETY
GATEWAY PLACE SUBDIVISION LOT 1

Commissioner Saylor: Next item on the agenda is our APC. Molly?

Molly Barnhill: Okay, first thing is the Request for Extension of Surety, Gateway Place Subdivision, Lot 1. Developer is Herbert Grimm and Robert Grimm. The owner is Newburgh Assisted Living, LLC. We're holding thirteen thousand eight hundred ninety-seven and forty cents ($13,897.40) surety in escrow for drainage construction which expires December 15, 2019. They're requesting to reduce the amount to sixteen-'o-five ($1,605.00). And they've had two (2) years. Jason Baxter's been out there and he is asking for, to retain four thousand one hundred and five dollars ($4,105.00) for some work on the basin and emergency overflow. And he has signed off on that.

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

Robert Grimm: Robert Grimm.

Commissioner Saylor: You guys have any questions for Robert? So, instead of reducing it to sixteen-'o-five ($1,605.00), Jason's asking that it just be reduced to the forty-one-'o-five ($4,105.00)?

Molly Barnhill: Yes.

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

Robert Grimm: It's, they had a contractor; they took upon themselves to build the basin. And the contractor done all the dirt work and put in all the underground and the only thing lacking is two (2) trash guards for the inlet which they said would amount to six hundred dollars ($600.00).

Roger Emmons: Did Jason back up his number?

Commissioner Saylor: Bobby, you know why Jason wanted…?

Molly Barnhill: That's what…

Bobby Howard: I believe there was a lot of (inaudible) in the basin that has to be dipped out and wasn't seeded yet.

Robert Grimm: No, it, Steve looked at it. He said it was fine.

Bobby Howard: Steve?

Robert Grimm: Sherwood.

Bobby Howard: He's right back there.

Steve Sherwood: Steve Sherwood, Assistant Engineer. I've not said anything to Mr. Grimm about it.

Robert Grimm: No, I talked to the engineers. That was the word I got from them.

Bobby Howard: Cash Waggner?

Steve Sherwood: We've never talked to Glenn about it either that I'm aware of. Jason went out and looked at it. He talked to our office. It needs some additional dirt work. Some ditches filled up with some sediment that need to be removed. It's not seeded or strawed yet. As Mr. Grimm stated, it needs the trash racks installed. So, I believe Jason added twenty-five hundred dollars ($2,500.00) per mileage report to the sixteen-'o-five ($1,605.00). Emergency overflow hasn't been constructed per the plan either. So, I've not had any word from Cash Waggner that it was adequate. They just did submit the letter for sixteen-'o-five ($1,605.00). Jason went out and reviewed it. Came back and added the extra dollar amount to that.

Commissioner Saylor: Okay.

Steve Sherwood: His recommendation is I believe stated to reduce to forty-one-'o-five ($4,105.00) not sixteen-'o-five ($1,605.00) for Cash Waggner.

Commissioner Saylor: Okay.

Robert Grimm: I was just relying on what the engineers told me.

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

Commissioner Phillippe: Make a motion to extend the surety, reducing it from thirteen thousand eight hundred ninety-seven dollars and forty cents ($13,897.40) to four thousand one hundred five dollars ($4,105.00).

Commissioner Johnson: I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0). So, Robert, got to go by what our engineers tell us. So.

Robert Grimm: I'm okay with that. I just wasn't aware of it. I haven't received any notification on any of it as far as the overflow and the grading silt and the straw. I've not received anything, I wasn't aware. I wasn't aware of it. But thank you.

Commissioner Saylor: Okay, thank you.

(Gateway Place is located on Page 18 of these Official Minutes)

WATERSTONE VILLAGE SECTION 2

Commissioner Saylor: You're up again, Molly.

Molly Barnhill: Another Extension of Surety for Waterstone Village, Section 2. The Developer/Owner is Maken Corp by Danny Ubelhor who's the President. We're holding two thousand five hundred sixty-eight dollars ($2,568.00) surety in escrow for sidewalk construction which expires January 27, 2020. They're asking for one (1) more year at the same dollar amount. And they have had sixteen (16) years. Bobby has gone out there and signed off on the remaining dollar amount.

Bobby Howard: Dollar amount is sufficient.

Commissioner Saylor: Do I have a motion?

Commissioner Johnson: Make a motion to approve Waterstone Village, Section 2 extension.

Commissioner Phillippe: And 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).

(Waterstone Village Section 2 is located on Page 19 of these Official Minutes)

HUNTINGTON CREEK SECTION B

Molly Barnhill: Next is Huntington Creek, Section B, Extension of Surety. Developer's Newburgh Development Group, LLC, by Bruce Miller. Holding eleven thousand one hundred ninety-three dollars and sixty cents ($11,193.60) in surety in escrow for sidewalk construction. Expires December 21, 2019. And they have had fifteen (15) years. And Bobby has also signed off on that.

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

Aaron Miller: Aaron Miller. We have finished two (2) lots of sidewalks since this date but we've not asked for a change in pricing just because we're actively trying to get these lot owners to put these sidewalks in. And they are wanting to build their house before they do that. So, we're just in a holding pattern.

Commissioner Saylor: Okay. I know there's been some discussion about trying to change this Subdivision Ordinance to try to eliminate some of this. We've not got that finished yet. So, guys, do I have a motion for this?

Commissioner Phillippe: Make a motion to extend the surety.

Commissioner Johnson: I'll second.

Commissioner Saylor: First and a second. Aaron, we appreciate you trying to get them to do it. You know.

Aaron Miller: I get it. I'm just trying. But we've had some resale lots there which the resale of lots makes me feel the new owners will be doing something.

Commissioner Saylor: Be more proactive. Good deal. So we have a first and a second. All in favor by saying aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: (Inaudible).

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

Aaron Miller: Thank you all.

Commissioner Saylor: Thank you, sir.

(Huntington Creek is located on Page 20 of these Official Minutes)

SIDEWALK ACKNOWLEDGMENT AND REQUEST FOR EXTENSION OF SURETY OAK PARK SUBDIVISION

Molly Barnhill: We have a Sidewalk Acknowledgement and Request for Extension of Surety. Oak Park Subdivision. Developer and owner is Oak Park Development, LLC by Dan Buck, Manager. We're holding seventy-eight thousand nine hundred eighty dollars ($78,980.00) guaranteeing street, sidewalk and drainage construction. They're requesting to reduce the amount to seventy-seven thousand seven hundred forty-one, forty cents ($77,741.40) to cover street and drainage. Sidewalks have been completed and they have had four (4) years. And Bobby has also signed off on the amounts and the sidewalk acknowledgement.

Commissioner Saylor: Good.

Bobby Howard: The sidewalks were installed and we had, we adjusted to this dollar amount remaining. So this reduction's okay.

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

Commissioner Johnson: Make a motion to approve sidewalk acknowledgement and request for the extension for Oak Park Subdivision.

Commissioner Phillippe: 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).

Molly Barnhill: That's all for us.

Commissioner Saylor: Is that it?

Molly Barnhill: That's it. Thank you.

Commissioner Saylor: Thank you, Molly.

(Oak Park Subdivision is on Pages 20 through 22 of these Official Minutes)

APPROVAL OF MINUTES NOVEMBER 12, 2019

Commissioner Saylor: Next item on the agenda is our Approval of our November 12, 2019 Regular Session Minutes. Gentlemen?

Commissioner Phillippe: Make a motion to approve the minutes.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

ITEMS FOR DISCUSSION
DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
WARRICK COUNTY HEALTH DEPARTMENT
ELIZABETH PHILLIPS PROFESSIONAL SERVICES

Commissioner Saylor: Next item on the agenda is Departmental Reports and start off with Roger.

Roger Emmons: Thank you, Mr. President. First item I have is a proposed agreement for professional services between Elizabeth Phillips and the Warrick County Board of Health by and through the Warrick County Board of Commissioners. I sent a copy of that agreement to you on November 14th. And I also sent it to Todd. Todd advised in an email on November 22nd about the, what I term the negative ramifications of this type of agreement. And he had brought an advised version today and I will defer to his comments.

Todd Glass: Thank you, Roger. Mr. President, we've added some terminology to the Independent Contractor Agreement to strengthen its enforceability. As such, describing in more detail what the Independent Contractor is not receiving in the form of tax withholding or fringe benefits. Describing better that we're not supervising the work, that we are supervising the outcome of the work. Also, additional language describing how it is an Independent Contractor Agreement and not an employment contract. So, with our edits, Mr. President, we think it's a little bit stronger. The document with the approval of those edits, we'd recommend entering into the Contract for Professional Services for the Health Department.

Roger Emmons: Todd, you provided a copy of the red line with your edits on it.

Todd Glass: Correct.

Roger Emmons: I assume you have also the clean one?

Todd Glass: I do; I did bring that.

Roger Emmons: Thank you very much.

Commissioner Saylor: So, we need to approve this by motion? This contract?

Todd Glass: Correct. And then all three (3) Commissioners will enter into the agreement on behalf of the County. That's effective for the calendar year 2020 to assist the Health Department with West Nile and Zika Virus Surveillance Program in addition to other services including septic system inspections and home and property inspection.

Commissioner Saylor: I guess this is a question for Roger. Roger, who makes sure this Independent Contractor has all the proper insurance, workman's comp, comprehensive liability so if they're out doing this contract labor…

Roger Emmons: I believe that would be up to the Health Department.

Commissioner Saylor: Is that Aaron?

Roger Emmons: Aaron Franz.

Todd Glass: Yeah, he would want to make sure he had that on file.

Commissioner Saylor: But is that not ultimately our, the Commissioners. Because if he doesn't, and that ball's dropped, does that not ultimately go to Roger to make sure that all of those I's…?

Roger Emmons: I'll coordinate with him on that.

Commissioner Saylor: Okay. Okay, good. Alright. Good deal.

Todd Glass: And also just as a reminder, my understanding is that the Health Department receives grant from the State of Indiana that actually pays for this.

Roger Emmons: Right.

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

Commissioner Johnson: However, Counselor, if this person goes out into the field doing a job for us and has an accident, they're not carrying insurance, the County will not be liable for this, will they?

Todd Glass: This document would provide defenses for the County to prove that we weren't responsible for that. If the County was sued by somebody for the actions of this Independent Contractor, we would have affirmative defenses that we would be able to rely upon through this contract.

Commissioner Johnson: You feel good about that?

Todd Glass: Yeah. Yeah.

Commissioner Johnson: Okay.

Roger Emmons: And the compensation is, continues and twenty-four hundred dollars ($2,400.00) per month. And again, that's funded through the State.

Commissioner Phillippe: Make a motion to approve the Agreement for Professional Services between Elizabeth Phillips and the Warrick County Board of Health.

Commissioner Johnson: And I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you, gentlemen.

(Contract for Elizabeth Phillips is located on Pages 22 through 25 of these Official Minutes)

2020 CENSUS LOGO – APPROVE TRADEMARK LICENSE AGREEMENT

Roger Emmons: Next you have the 2020 Census Logo, Approve the Trademark License Agreement. BJ wanted that done as soon as possible so she could get it to, I think Beehive, to put the logo on and so I just need your motion to approve this. And it's got Dan's signature on it already.

Commissioner Johnson: I'll make a motion to approve.

Commissioner Phillippe: Second.

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

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

Commissioner Saylor: Aye. That motion carries three, zero (3-0). Just, I might add, I do know our Economic Development team is looking into creating a new logo for the County. So, don't know when that's going to be done. But that is something that they're looking at doing.

Roger Emmons: Okay. Thank you.

FIXED ASSET NOTIFICATION FORMS
PARKS DEPARTMENT
2019 DODGE RAM AND TRADE IN OF 2007 FORD F-150

Roger Emmons: Excuse me. Next item is to Approve Fixed Asset Notification Forms for the Parks Department. This is pursuant to their purchase of a 2019 Dodge Ram and trade in of a 2007 Ford F-150. Just need your motion to approve both of these fixed asset forms.

Commissioner Saylor: Do I have a motion?

Commissioner Phillippe: Motion to approve the Fixed Asset Notification Forms.

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.

(Fixed Asset Notifications are located on Pages 25 through 26 of these Official Minutes)

BOONVILLE GARDEN CLUB
ACKNOWLEDGEMENT OF RECEIPT OF PLAN FOR BLUE STAR MARKER FOR COURTHOUSE LAWN PLACEMENT

Roger Emmons: Next is Boonville Garden Club Acknowledgement of the Receipt of Plan for the Blue Star Marker for the Courthouse lawn placement. And I sent that to you November 21st, included in an email from their committee chair Thelma Hubery and their follow-up letter. And they're, they're asking that it be placed in, well, it's going to be up to them to place it, facing the sidewalk west so the folks can read the inscription from the sidewalks. I don't know if we need a motion on this.

Commissioner Saylor: Consensus that we're good with that?

Roger Emmons: It's just information pursuant to the Board's direction to them when a couple of them appeared.

Commissioner Saylor: Yeah, I think, I think there's a place we can kind of earmarked out for them and I've talked to, who's the landscape (inaudible)? Yeah, New Growth to…

Commissioner Saylor: Map, thank you. To come out and expand that area. So, we won't have to mow around it and weed eat around it and get it with our mower. So.

Roger Emmons: Right. Okay, that's good. So, I think we're good to go with that one (1) unless Todd thinks it needs a motion.

Todd Glass: No, that's fine by consensus.

Roger Emmons: Okay.

REQUESTS FOR CHANGE IN VOTING STATIONS FOR BOON 2 AND BOON 12

Roger Emmons: Then I have one (1) other item. I've got two (2) actually. One's printed on here. I just want to get in the minutes that we have requests to change the voting place for Boon 2 and Boon 12 precincts from Governor Boon Square to Boonville American Legion. We had two (2) poll workers complained about the current location at Governor Boon Square and I got a call from Party Chairman regarding this. So, obviously something needs to be in place for next May's Primary. And I will confirm with Boonville American Legion that they're okay with that. We used to use the Boonville American Legion as a voting place. So I think adding a third one (1) will probably be, wouldn't put any burden on them. So that's just information.

IT DIRECTOR
UPDATES OF SERVERS AND LICENSING AGREEMENTS

Roger Emmons: And then my last business is to call up our IT Director, Guy Whelan. He's got a report to you regarding updates of server licensing agreements. Is that…?

Guy Whelan: Yes.

Roger Emmons: And he just showed them to me this morning. And I thought the Board should act on this.

Guy Whelan: Guy Whelan, IT Director. It was brought to my attention through Keller Schroeder. They were doing an audit on our licensing and there's some places where we're falling short on our Microsoft server licenses and our user cals and it's not a small number. It's eighty-one thousand forty-six dollars ($81,046.00) to bring us up to…

Roger Emmons: I thought it was just eight thousand ($8,000.00).

Commissioner Saylor: Eight ($8,000.00)?

Guy Whelan: Eight ($8,000.00), that's what (inaudible).

Commissioner Saylor: Oh.

Roger Emmons: I was going to say, you said eighty-one thousand ($81,000.00). I thought, wait a minute.

Commissioner Saylor: I'm like, yeah.

Roger Emmons: That's not what I read.

Guy Whelan: My eyes put the comma in the wrong place.

Commissioner Saylor: Commas are a big deal. I was getting ready to say, doesn't Microsoft have enough money?

Guy Whelan: They'll have a whole lot more if they come down on us for not having these.

Commissioner Johnson: Yes, they will.

Commissioner Saylor: Really?

Guy Whelan: Oh, yeah.

Commissioner Johnson: That would be like per computer.

Guy Whelan: Per computer, per time frame for however long they decide that we've had these things in place is the way it usually works.

Commissioner Saylor: So, I guess I recall, our last IT guy was here, we were faced with the same issue. So, I thought we were brought up to speed then. So is this just, have we added more? Or, because I thought Keller Schroeder did the same thing a couple years ago.

Guy Whelan: I'm not aware of what he did as far as licenses go. I just know that the number of servers we have in place now and it's, it's a calculation, you've got to go online to a Microsoft calculator. You put in how many blades you have in your server. How many processers you have in those blades and how many servers you're actually moving on. Cause we're running virtual servers on the machines and if you plug in all the numbers, this is how many seats we need. We currently have sixty-four (64) of these, what they call corepacks and we need seventy-two (72) to be up to date. So we need to add eight (8) to what we already have.

Commissioner Saylor: So, Roger, is this in our 2019 budget? Or 2020 budget?

Roger Emmons: Obviously, just got it. It's not budgeted for. So, I'll have to look around. Here it is almost December. It's possible; we need to get it done as soon as possible. I don't know if they'll hold off 'til the 2020 budget or not. That won't be 'til January 1st.

Guy Whelan: Yeah, I don't think there'd be a problem with waiting until then to get it in place.

Commissioner Saylor: 2020?

Roger Emmons: That'd be good.

Commissioner Saylor: You know, this is something, I don't know if the Council understands. This kind of stuff comes up. And yes, it's not in the budget, but if we don't pay it...

Roger Emmons: You've got to plan for those emergencies.

Commissioner Saylor: So, and this is something, you know, when we're talking about budgets, it's very important, you know, and I know you didn't know this.

Guy Whelan: Right.

Commissioner Saylor: These are the kinds of things that if we can get them in the budget, it sure helps.

Guy Whelan: Yep.

Commissioner Saylor: Cause he gets called to the carpet when he goes and asks for an additional, AA at the end of the year. Okay. So, do we need to approve this by motion then?

Todd Glass: Yes.

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

Commissioner Phillippe: Make a motion to approve the expenditure for Keller Schroeder for the licensing upgrades.

Commissioner Johnson: I'll second.

Commissioner Saylor: Got 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).

Guy Whelan: Thank you.

Commissioner Saylor: Thank you, Guy. You're doing a great job.

Roger Emmons: Thanks, Guy. That's all I have, Mr. President.

Commissioner Saylor: Thank you, Roger.

(Keller Schroeder Microsoft Updates are located on Page 26 of these Official Minutes)

COUNTY ATTORNEY
LEASE WITH RENEWABLE RESOURCES, LLC

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

Todd Glass: Thank you, Mr. President. The first item the Lease with Renewable Resources, and agreement of the security and acknowledgement of waiver document, those are still under negotiations and I've proposed edits to them. You may either table or remove it from the agenda until it's ready to be presented to you.

Commissioner Johnson: I don't think it's going to be ready by next meeting. So you want to just remove it?

Commissioner Saylor: So, I need a motion to remove.

Commissioner Johnson: I'll make that motion.

Commissioner Phillippe: 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, Mr. President.

DEDICATION OF RIGHT-OF-WAY OF GENTRY CEMETERY ROAD

Todd Glass: We, my second item is the Dedication of Right-of-Way of Gentry Cemetery Road. We have recorded the

Warrick County Board of Commissioners as owners of real estate. This hereby dedicates the same public right-of-way for public use as more specifically described in the grant that was executed by American Land Holdings and Cameron Werne. That's been recorded on November 22nd as instrument number 2019-R-0163 and ready by motion for this Board to dedicate Gentry Cemetery Road which will correct the prior grant and dedication of the right-of-way from the 1980's.

Commissioner Saylor: Alright. So, do I have a motion for the dedication of right-of-way?

Commissioner Phillippe: Make a motion to dedicate the right-of-way.

Commissioner Johnson: I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: And Roger, I have an executable original for you.

Roger Emmons: Excellent.

Todd Glass: Thank you, Mr. President.

(Gentry Cemetery Right-of-Way Dedication is located on Pages 26 through 27 of these Official Minutes)

WARRICK TRAILS MAINTENANCE AND USE AGREEMENT

Todd Glass: Warrick Trails Maintenance and Use Agreement, in front of you, I have the final version of that maintenance and use agreement. The last round, Mr. President, of edits that we proposed have been accepted by the Warrick Trails Board of Directors. They're ready to sign. I haven't heard from the Parks Department. But my recommendation is that this Board consider going ahead and passing it today and that will get two (2) of the three (3) legs of the stool in place. But this, through negotiations with the other two (2) organizations, is an agreement amongst Warrick County, the Parks Department, and Warrick Wellness Pathways, INC to maintain the Warrick Trails System. We have Exhibit D if you want to look at that back on the eleventh page of the agreement. I think we've cleaned that up to describe the Park trails, a list of trails the Parks Department will be primarily responsible to maintain. The County trails are those that are not adjacent to the Parks Department trails. Those currently are High Pointe Drive and whatever obligations we might have, if any, on the shoulder cycling routes on State Roads. Lastly, Mr. President, we identified the third party trails as various accumulations of agreements with other third parties including Municipalities. For example, Newburgh and Rivertown Trails extension as an example. But also, the Boonville Trailhead loop, which we have an agreement with Prime Foods to help supplement those maintenance areas. So, we've identified the three (3) categories of trails that are contemplated to be, that have been built and will be built as the Park trails, the County trails, and third party trails. So, I think that clarifies the understanding of the three (3) parties nicely. It requires the creation of the Warrick Trails Donation Fund by the County for long term maintenance and repair of the trails. And it obligates Warrick Pathways to continue to work with the Economic Development Department to seek funding for day to day repairs and maintenance through the Parks Department and Warrick Pathways.

Commissioner Saylor: Well, Todd, I'll speak for, on this a little bit. I know I've been involved in some of this conversation. And one (1), it does look a lot cleaner and appreciate your work on it. And Bobby, this, this probably answers a lot of your concerns and spells it out. And I know a lot of it was funding and that kind of thing. But, also responsibility. But, I don't think the Highway's got, a lot of that's on State Roads. So, it was more less signage and that kind of thing. So, you, you pretty good with this?

Bobby Howard: I just got it. So, I assume so.

Commissioner Saylor: Well, guys, this is an asset that's being given to the, once it's built, it's being turned over to the County you know. County funds are not being used to build it. So, it will be a crown jewel I think for the County and the citizens once it's all built out. So, I think, I think we have a responsibility to help maintain it. And, one (1), we have the, you know, the means to do that. But also, through our Parks and the other parties, they all have their responsibilities too.

Todd Glass: I would say this final version, the Highway Department, is not a party. Warrick County is. And we clarify that the Highway Department has a limited maintenance obligation near High Pointe Drive (inaudible) currently. And parties have to agree to any additional segments or portions of the trails to be added to the County maintenance obligation.

Commissioner Saylor: Commissioners, you guys have any questions on this?

Commissioner Johnson: (Inaudible).

Todd Glass: I'm not quite certain when the Parks Department Board meets next. But, the Warrick Pathways has approved it and are ready to sign.

Commissioner Saylor: (Inaudible) the trails. (Inaudible) long term maintenance unlike most entities (inaudible) long term maintenance. So, when they have to start replacing miles (inaudible). So, Commissioners, with that said...?

Commissioner Phillippe: Make a motion to approve the maintenance and use agreement for the Warrick Trails System.

Commissioner Johnson: And I'll second.

Commissioner Saylor: First and a second. Any discussion? Okay. All good? All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you. And I have that original document also, Roger.

Roger Emmons: Thank you.

(Warrick Trails Agreement is located on Pages 27 through 30 of these Official Minutes)

WARRICK TRAILS DONATION FUND ORDINANCE 2019-29

Todd Glass: Next, Mr. President, per the maintenance and use agreement for the Warrick Trails System. This is an Ordinance creating the Warrick Trails Donation Fund. If I was paying attention '29.

Kristine Georges: Should be '29.

Todd Glass: Thank you.

Kristine Georges: Yes.

Todd Glass: 2019-29, proposed Ordinance. And I have that in front of you in my stack of stuff. The Board of County Commissioners of Warrick County, establishing the Warrick Trails Donation Fund, adding to the Code of Ordinances a new section, 37.22, entitled the Warrick Trails Donation Funds, for the purpose of providing the citizens and organizations the ability to support and maintain the Warrick Trails System. Monetary donations made payable to Warrick Trails Donation Fund will be placed into this fund that upon passage. The Auditor's Office will create the application of the funds donated to the Warrick County Donation Fund, and according to the discretion of the Board of Commissioners of Warrick County, will be applied specifically for the purposes of maintaining the Warrick Trails System. It's a perpetual fund terminated by either the terms of the Ordinance or by enactment of a subsequent Ordinance or Amendment terminating the fund. If it is terminated for any reason, the disposition of the fund balance, if any, at that point in time, will be determined by the Board.

Commissioner Saylor: Okay. Alright. So, do I have a motion for Ordinance 2019-29, establishing the Warrick County Trails Donation Fund?

Commissioner Phillippe: I'll make that motion.

Commissioner Johnson: 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, Mr. President.

(Ordinance 2019-29 is located on Pages 30 through 31 of these Official Minutes)

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AND DEED FOR RIGHT-OF-WAY FOR WARRICK TRAILS

Todd Glass: We have one (1) more deed of right-of-way along Vann Road between Anderson and Casey Roads. This is a warranty deed for right-of-way that has been executed by James and Jerome Durchholz, John Durchholz, Joseph Durchholz, and Janet Peters for a deed of right-of-way for the Warrick Trails segment between those two (2) roads and a grant of temporary construction easement also for the building of the Warrick Trails. Both are signed and dually submitted to the Board for acceptance by motion. And then we will record them.

Commissioner Saylor: Do I have a motion for the acceptance of the temporary construction easement and deed for right-of-way?

Commissioner Johnson: I'll make that motion.

Commissioner Phillippe: I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you.

(Warrick Trails Construction Easement and Deed for Right-of-Way is located on Pages 31 through 33 of these Official Minutes)

NUISANCE ABATEMENT SERVICES AGREEMENT

Todd Glass: Also, Mr. President, I think Joe Grassman has been working on this, but it's under my agenda items which is fine. It is the adoption of Nuisance abatement services Contracts with both New Growths Landscapes and also Bieber Lawn, Lake, and Forestry Services. And Joe has negotiated the rates for compensation for labor at fifty dollars ($50.00) an hour, equipment at ninety dollars ($90.00) an hour with a four (4) hour minimum, and hauling at eighty-five dollars ($85.00) an hour for both contracts and both vendors so that with the passage of these two (2) service contracts, Mr. President, you would have these two (2) vendors ready to be called upon to assist the County with Nuisance Abatements.

Commissioner Saylor: Gentlemen, do I have a motion to approve this Nuisance Abatement Service Agreement?

Commissioner Johnson: I'll make a motion to approve the Nuisance Abatement Service Contract.

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).

(Nuisance Abatement Services Agreements are located on File in the Auditor's Office)

AFFIRMATIVE RULING IN THE APPEAL OF ST. MARY'S BUILDING CORPORATION VS. SARAH REDMAN, WARRICK COUNTY ASSESSOR

Todd Glass: Thank you, Mr. President. That's all I have. All though I would mention for the minutes and I informed you of this, but in the appeal by St. Mary's Building Corporation in the case of St. Mary's Corporation vs. Sarah Redman, Warrick County Assessor, the Indiana Tax Court recently entered a ruling affirming in favor of Warrick County the assessment of taxes against St. Mary's Building Corporation. Was a resounding appellate victory by Counsel Mark GiaQuinta and Sarah Schreiber from Fort Wayne in representing the Assessor's Office. So, the appeal flurry now begins.

Commissioner Saylor: So, that was my question. You think it will be appealed?

Todd Glass: If it hasn't already. Yes. But it's a significant legal ruling that effects every provider of hospital services, I believe in the State of Indiana. So, they'll be quite a lot of activity and interest in it. But I would commend both Angela Wilder and Sarah Redman in their pursuit of this and the Economic Developments assistance in the cost of the appeal. Because it is a significant decision.

Commissioner Saylor: Good deal. Thank you, Todd.

COUNTY AUDITOR CERTIFIED CLAIMS

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

Auditor Stevens: Okay, thank you. I have all Certified Claims for a total of one million nine hundred three thousand five hundred ninety-two dollars and thirty-five cents ($1,903,592.35).

Commissioner Saylor: Do I have a motion?

Commissioner Phillippe: Make a motion to pay the Claims.

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).

(Certified Claims are located on Pages 33 through 39 of these Official Minutes)

PAYROLL CLAIM

Auditor Stevens: Next, I have Payroll, Accounts Payable Voucher/Register for Payroll. This is Payroll ending Friday, November 15th. With fifteen (15) supporting documentation, thirty-six (36) without. So some certified; some not for a total of four hundred seventy-one thousand one hundred two dollars and one cent ($471,102.01).

Commissioner Saylor: Do I have a motion?

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

Commissioner Phillippe: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

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

Commissioner Saylor: Thank you, Debbie.

(Payroll Claim is located on Page 40 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
BRIDGE 113 – RIGHT-OF-WAY SERVICES LPA CONTRACT WITH BLN

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

Bobby Howard: Excuse me. The only item I have today is the LPA Consulting Contract with Beam, Longest, and Neff for the right-of-way services for Bridge 113. And that's in the amount of eleven thousand nine hundred dollars ($11,900.00). INDOT has reviewed and approved the contract. Basically, once the environmental's approved, I can request the (inaudible) to proceed with the right-of-way services.

Commissioner Saylor: Okay.

Bobby Howard: So, I just ask for your approval.

Commissioner Saylor: Alright. Do I have a motion?

Commissioner Phillippe: I make that motion.

Commissioner Johnson: 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).

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

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

(BLN Right-of-Way Services are located on Pages 40 through 45 of these Official Minutes)

COUNTY PURCHASING
METZGER CONSTRUCTION 2020 BITUMINOUS CONTRACT RENEWAL

Commissioner Saylor: Next on the agenda is our County Purchasing, Mr. Grassman. Uh oh. He's got...

Joe Grassman: A lot today.

Commissioner Saylor: Got a lot.

Joe Grassman: Joe Grassman, Purchasing Manager. First item on the agenda for me is the, our Bituminous Contract. We received a letter from Metzger Construction offering to extend our Bituminous Contract for another year. Of course the terms have to stay the same, all the conditions. We, last year, we put into our invitation to quote some language that allows you to renew contracts and I'll just re, really quickly, 'Warrick County reserves the right to renew the selected quote for its 2019 Bituminous Contract for up to three (3) years additional terms as long as both parties agree and the terms and conditions of the renewed contract remain the same as the original and selected quote.' So you have the authority to renew if you so decide.

Commissioner Saylor: Bobby, you got a...

Bobby Howard: I'd highly recommend it.

Commissioner Johnson: I think Metzger does a great job for us. And I have no issues with this. (Inaudible).

Commissioner Saylor: I agree.

Commissioner Saylor: Okay, so, do I have a motion to approve the Bituminous Contract Renewal?

Commissioner Johnson: I'll make that.

Commissioner Phillippe: 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).

Joe Grassman: Thank you.

Commissioner Saylor: Thank you, Joe.

(Metzger Contract Renewal Letter is located on Page 45 of these Official Minutes)

TITLE SEARCH QUOTES FOR COMMISSIONERS SALE

Joe Grassman: Secondly, I have, I sent out invitations to quote area vendors pursuant to Indiana Code 5-22-6 which provides the Purchasing Agency of an Indiana Government Body to purchase services using any procedure a Government Body deems appropriate. And I actually referred back to our County Purchasing Ordinance that allows us to choose the one (1) we think's in the best interest of the County considering a lot of different evaluation factors. Anyway, I sent out the invitation to quote to, I'll just read these real quickly: Regional Title, Bosse Title, Lockyear Title Services, Columbia Title, First Advantage Title. There were a couple other firms that I tried to contact that didn't return my calls or that showed no interest. And those were local, a couple local companies. So, anyway, I received back three (3) responses. And I'll just read them, read them real quickly cause basically, I asked them to quote this on the terms of how much you would charge per lease to do search, title searches as per the process that Todd, you all have going on. So we had, one (1) of the responders was Lockyear Title. They bid three hundred dollars ($300.00) per lease. The other, another responder was Regional Titles. They bid one hundred seventy-five dollars ($175.00) per lease. And last but not least, Columbia Title. They bid one hundred fifty dollars ($150.00) per lease.

Todd Glass: It's per parcel.

Joe Grassman: Per parcel. Okay.

Todd Glass: Yeah. Per real estate parcel. The one hundred fifty dollar ($150.00) quote is actually a pretty good price for a title search.

Commissioner Saylor: Is that a local company?

Joe Grassman: It's an Evansville Company.

Commissioner Saylor: Evansville?

Joe Grassman: Yeah.

Commissioner Saylor: Alright. So, do we need to approve this based on lowest?

Todd Glass: Yes, you can go right ahead and approve it right now.

Commissioner Saylor: Okay.

Joe Grassman: Yeah, cause they, there's some time issues here.

Todd Glass: (Inaudible) yeah.

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

Commissioner Phillippe: Make a motion to approve the winning bid from Columbia Title.

Commissioner Johnson: I'll second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(Columbia Title Quote is located on Pages 46 through 48 of these Official Minutes)

HIGHWAY SALT BARN QUOTES

Joe Grassman: Finally, I have been working with the Highway Department. Sent out invitations to quote to build a new salt barn for the Highway. Sent invitations to quote to D & M Construction, Darryl VanWinkle Construction, Graber Post Buildings, and Truss Systems Incorporated and received back two (2) responses. One (1) from Truss Systems

and one (1) from VanWinkle Construction. This is bid pursuant to Indiana Code 36-1-12-5. And the low bidder would be the one (1) that would be awarded this project. So, I'm going to go ahead and open these up. Bear with me.

Commissioner Saylor: Bobby, are these going to be used in the concrete blocks that were going to be provided by...?

Bobby Howard: For this, this is the post frame building up at Elberfeld.

Commissioner Saylor: Oh, okay. Okay.

Bobby Howard: So, we're...

Commissioner Saylor: Okay. My fault.

Joe Grassman: Okay, Truss Systems Incorporated, which I received on November 14th in a timely manner. And somebody's not paying attention to the invitation to quote. The invitation to quote asks for all, for a vendor to submit a proposal to provide all the labor, equipment and materials necessary to build a structure at 11511 Seven Hills Road, in Elberfeld, Indiana, which will serve as a salt barn storage facility for the Warrick County Highway Department. Truss Incorporated has sent me a, basically a...

Commissioner Saylor: Materials list?

Joe Grassman: A bid for trusses for three hundred eighty-five dollars ($385.00). So, this is non-responsive and cannot be considered since they didn't give us what we asked for. The second one (1), this is from Darryl VanWinkle. I received it this morning in a timely manner. (Inaudible). Total quote, ten thousand five hundred dollars ($10,500.00). Ten thousand five hundred dollars ($10,500.00) to build that salt barn.

Commissioner Saylor: Joe, what size is the barn again?

Joe Grassman: Okay, give me just one (1) second and I'll tell you.

Bobby Howard: 16 X 24, I believe.

Joe Grassman: 16 x 16 x 24.

Bobby Howard: Yeah, 16 (feet) tall.

Commissioner Saylor: So, we don't have one (1) there right now, right Bobby?

Bobby Howard: No, nothing on site. This is agreement with Elberfeld that we've been working on for quite a few years, and we're ready to move forward. And they, they picked a new location for the building. I met with them on that. And so we're ready to go ahead and try to get it set up over the winter and get this ready to be built so that we can have it there. I'm hoping January, February.

Joe Grassman: Mr. VanWinkle did say that there was some time...

Bobby Howard: Yeah.

Joe Grassman: He could definitely have it done in the time frame you requested.

Bobby Howard: Okay.

Commissioner Saylor: Okay.

Bobby Howard: To just move forward.

Commissioner Saylor: It just seems like a small building for a salt barn storage.

Bobby Howard: It's just one (1) truck up there that uses it.

Commissioner Saylor: Okay.

Bobby Howard: So.

Commissioner Saylor: Okay. And, and...

Bobby Howard: That keeps them from having to drive all the way back into the shop.

Commissioner Saylor: And so is this in your 2019 budget. You've got...

Bobby Howard: I've got money now that I can...

Commissioner Saylor: Okay, alright.

Bobby Howard: (Inaudible) an approved agreement.

Commissioner Saylor: So, you're good with all this?

Bobby Howard: Yes.

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

Commissioner Johnson: Make a motion to approve the Highway Salt Barn quote by VanWinkle for ten thousand five hundred dollars ($10,500.00).

Commissioner Phillippe: I will second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Joe Grassman: Okay, thank you. That's all I have.

Commissioner Saylor: Thank you, Joe.

(VanWinkle Salt Barn Quote is located on Pages 48 through 52 of these Official Minutes)

COUNTY SHERIFF
VIDEO ARRAIGNMENTS - ELECTRICAL UPGRADE

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

Sheriff Wilder: Sheriff Mike Wilder. I just had one thing real quick. It wasn't on the agenda. But, we've recently got all of our video arraignment stuff that's been installed in the Jail. And I believe the Judges now have it on their, their computer monitors. But each Judge requested a t.v. which technically would be a monitor for the Jury, the Courtroom to see during video arraignments. Spoke with the company putting them in and there needs to be, where all the Judges have elected to put it is kind of by their witness box, if you've been in there, the witness stand. It's kind of behind the reporter. There's no electric there. So they've requested, they called me today and let me know that there needs to be electric put in there. It's not really my issue. I'll make sure to reach out to the Judges, but I'm not sure if that's something we contract out or you guys can do in house. I just want to make the Commissioners, since it's your building, aware of that. That needs to be addressed.

Commissioner Saylor: So, is this in three (3) Courtrooms or four (4)?

Sheriff Wilder: It's in the three (3) only right now.

Commissioner Saylor: The three (3), okay.

Sheriff Wilder: Yeah, Superior 1, 2, and Circuit Court.

Commissioner Phillippe: Is it a single outlet?

Sheriff Wilder: A single outlet, that, you know, I don't know, like I said, something that we can do, they can do in-house or something you have to contract out. But just needs electric to be able to run that monitor. There's none currently on that wall in that area. So, I don't know, you know, for sure whose plate that falls on. I just know it's not mine. I'm just the messenger. So, that's...

Commissioner Saylor: Is that, is that, is that the Court's responsibility? Or is that ours?

Roger Emmons: No, that's Commissioners.

Commissioner Saylor: To get the electrical?

Roger Emmons: Yep.

Commissioner Saylor: Okay. So, then do we want to have Brad...?

Sheriff Wilder: Just tell the Judge you're going to run a fifty (50) foot extension cord, but...

Commissioner Saylor: Do they want orange or green?

Sheriff Wilder: So, that, this, so that you guys are aware of that. The sooner that's put in the sooner they'll have those monitors to do the video arraignment.

Commissioner Saylor: And that's all they need? They don't need the cable or...?

Sheriff Wilder: No, they actually, how it works, just so you know, actually the video arraignment is actually done on their computer screen. And they have a camera there. So really all the monitor is for is to be just...

Commissioner Saylor: Just a wi-fi viewing...

Sheriff Wilder: For the people, yeah, that are in the courtroom to be able to see it to and things like that.

Commissioner Saylor: Okay. Okay. So then, we'll probably get with Brad to see if we can do it in house. If not, then we'll probably get Joe to get, get some quotes on it.

Sheriff Wilder: I just wanted to pass it on. Thank you.

Commissioner Saylor: Is that it?

Sheriff Wilder: Yep. Thank you.

Commissioner Saylor: Thank you, Sir.

COUNTY ADMINISTRATOR ADDITIONAL ITEM
RIGHT OF ENTRY FOR GOUGH AVENUE PROPERTY

Roger Emmons: Mr. President, I have one (1) last item before you get to the Commissioners. So bear with me for a minute.

Commissioner Saylor: Okay.

Roger Emmons: We just received this in the mail which Susie brought into me. It's a letter from the Department of Natural Resources, Indiana, about Site 2328 Gough Avenue Subsidence. Division of reclamation, planning (inaudible) reclamation project on an unowned piece of property located adjacent to Gough Avenue in Boonville. Property appears to be an undeveloped extension of Charlton Avenue. The work is comprised of excavating an underground mine subsidence and filling the void with stone aggregate. The upper part of the area will be filled in with soil material graded out, seeded, fertilized and mulched with straw. In order for the DNR contractor to enter on the property to perform the work, a signed right-of-entry form needs to be completed prior to any work being done. Todd has our copy. And you know, they're saying it's unowned but an extension of Charlton Avenue. And it appears to be from the map, it is in the County.

Todd Glass: Right. It looks like it.

Bobby Howard: It's on Boonville's plat map, but it looks to be in the County outside of...

Roger Emmons: Right.

Bobby Howard: So, I don't know how the right-of-way works when it's platted in the Town plat.

Roger Emmons: Well, we know that that property...

Commissioner Phillippe: I talked to (inaudible) Friday, and I didn't realize we were going to have this this quickly. I said, does that need to come to us? And he said, well, somebody needs to give us a right-of-entry and there's nobody else. There you go.

Roger Emmons: It falls on the County Executive obviously. Anyway, it's consent for right-of-entry. Has a place for all three (3) Commissioners' signatures. It's approximately forty (40) feet in width and runs north from Charlton Avenue, distance of approximately four hundred seventy (470) feet. And it's the right-of-entry for a period of three (3) years. I mean I...

Commissioner Phillippe: I also did talk to Jim Little the parcel to the east.

Roger Emmons: Okay.

Commissioner Phillippe: His sister owns the parcel to the west and Jim did tell me that we have their permission, even though it's not theirs to give. They do maintain the property and mow it. But, it would be okay with both of them for us to give our consent for DNR to come fill in the hole.

Roger Emmons: I mean we had a previous subsidence out in Quail Crossing. The Commissioners were involved in that right-of-entry, I do believe. So, I mean, Counsel, Engineer, you have any problems with it? Or should we wait? The sooner they get it, the sooner the contractor starts.

Todd Glass: Yeah, I do not see anything wrong with consent for right-of-entry document.

Commissioner Phillippe: And also, for the record, he did explain to me that he anticipated the scope of work to be excavating a little bit off the top of the hole and probably filling in with some rip-rap and some loose gravel to, to kind of tighten it all up. So, I don't think it's a big deal.

Todd Glass: It also promises not to allow any grazing of livestock while they do that. So, we're good.

Roger Emmons: (Inaudible).

Commissioner Saylor: Counselor, I need, does it need a consensus or a motion?

Todd Glass: I would, I would by motion approve it and then all three (3) are to sign.

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

Commissioner Phillippe: Motion.

Commissioner Johnson: Second.

Commissioner Saylor: So, I have a first and a second for a consent of right-of-way entry. And all in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

Commissioner Saylor: Is that everything, Roger?

Roger Emmons: Yes, Sir. Thank you.

(DNR Right of Entry is located on Pages 53 through 1 of these Official Minutes)

COMMISSIONERS' ITEMS FOR DISCUSSION

Commissioner Saylor: Commissioner Phillippe?

Commissioner Phillippe: I have nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: No, Sir.

Commissioner Saylor: And I have nothing. So, do I have a motion?

Commissioner Johnson: Motion to dismiss.

Commissioner Phillippe: Second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 10:55 A.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

FILED
NOV 15 2019
WARRICK COUNTY
AREA PLAN COMMISSION

CASH WAGGNER & ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

November 14, 2019

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

RE: Gateway Place Subdivision – Lot 1
Drainage Certification
Our Project No.: 17-2961

Nov 22, 2019

INSPECTION: BASIN IS LACKING DEMONSTRATED BERM AS WELL AS EMERGENCY OVERFLOW.

The majority of the drainage improvements required for Gateway Place Subdivision – Lot 1 are in place and have been constructed in relative conformance with the approved drainage plan.

Items remaining to be completed:

1. Detention Basin Permanent Seeding - $1,000.00
2. Hasie Trash Racks - $605.00

Total Remaining Drainage Improvements = $1,605.00

+ $2500 TO COVER COST
+ 1605
$4105 REMAINING

We ask that you inspect the improvements and approve the cost estimate.

If you have any questions or require additional information, please contact our office.

Jason K Baxter

Sincerely,
CASH WAGGNER & ASSOCIATES, PC

Glen Meritt Jr., P.E.
Project Engineer

Cc: File

BOARD OF COMMISSIONERS:

President

Member

ATTEST:

Auditor
Date: 11/25/19

414 CITADEL PLAZA DRIVE • EVANSVILLE, IN 47715
PH: 812.479.1818 • FAX: 812.401.5563
EMAIL: INFO@CASHWAGGNER.COM
EVANSVILLE • JASPER
WWW.CASHWAGGNER.COM

. Area Plan Commission

From: Jason Baxter <jbaxter@warrickcounty.gov> on behalf of Jason Baxter
Sent: Thursday, November 21, 2019 4:18 PM
To: Glen Meritt
Cc: . Area Plan Commission; Bobby Howard; Steve Sherwood
Subject: Gateway Place Subdivision - Lot 1 , Engineer's cost estimate Project No. : 17-2961

Good afternoon Glen.

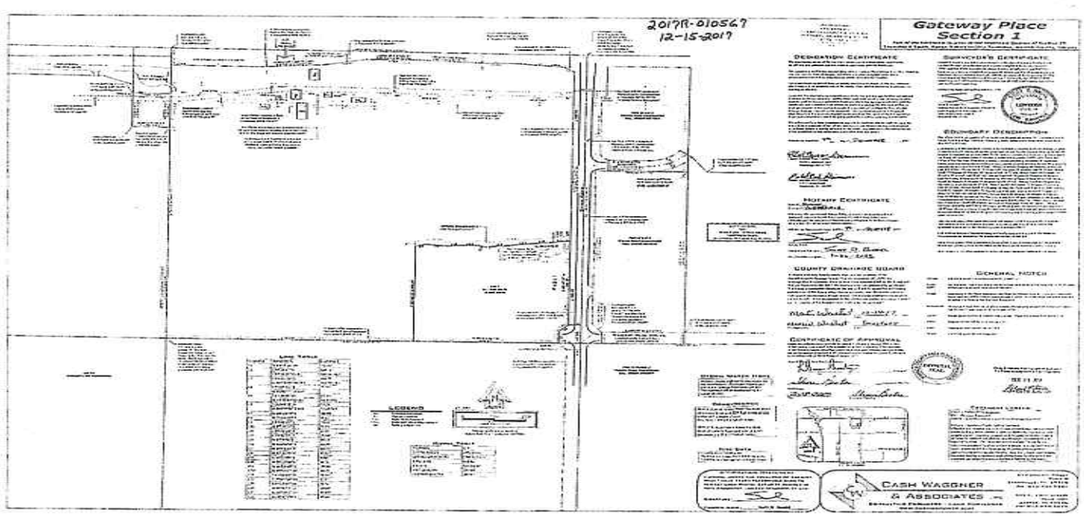
I have inspected this basin and believe there's more work to be completed. The site does not include the 5' wide berm nor an emergency overflow built per your plan. I also believe there will be additional excavation needed within the basin to obtain proper grade due to siltation.

I will be adding $2500 to your request to cover this cost.

Contact me if you have questions.

Hope all is well!

Jason Baxter
Warrick County Deputy Surveyor
812-897-6170



Waterstone Village Section 2
November 25, 2019

BOARD OF COMMISSIONERS:

President

Member

Member

ATTEST:

Auditor
Date: 11/26/19

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

> 812.464.9565 office 812.464.2514 fax
> 4800 Rosebud Ln., Newburgh, IN 47630
> morleycorp.com

November 15, 2019

FILED
NOV 18 2019
WARRICK COUNTY
AREA PLAN COMMISSION

Warrick County Engineer's Office
Attention: Bobby Howard, P.E.
107 W. Locust Street, Suite 208
Boonville, IN 47601
(sent via email)

RE: WATERSTONE VILLAGE – SECTION 2
LETTER OF CREDIT EXTENSION AND RENEWAL
OUR PROJECT # 5255.4.001 B

Dear Bobby:
On behalf of Maken Corporation, developer of Waterstone Village Section 2, we are requesting a one-year extension for the surety at its current value of $2,568.00. APC is currently holding a check for the value of the surety and will continue to hold the check until a sidewalk acknowledgment is filed, or another extension is granted.

No sidewalks have been installed since the previous inspection. Therefore, the following sidewalks need to be completed:

Sidewalks along lots: 120, 122 and 127.

214LF @ $12.00	$2,568.00
TOTAL	$2,568.00

We recommend retaining the above-mentioned amount to ensure that all of the sidewalks are completed.

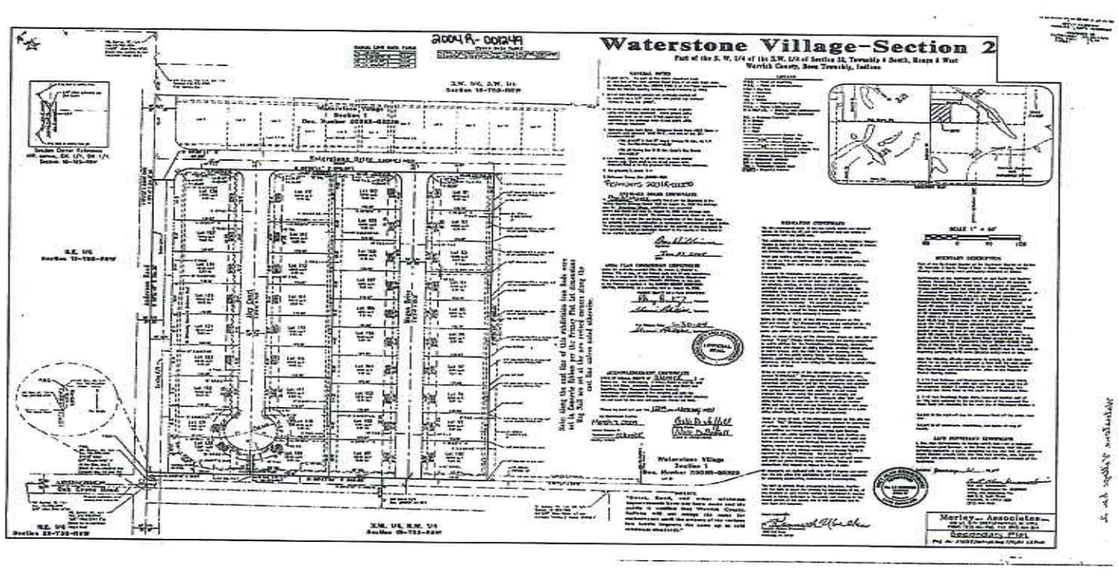
Thank you,

James E. Morley, P.E., P.L.S.
encl: Warrick APC Letter

JAMES E. MORLEY
REGISTERED
No. 10100250
STATE OF
INDIANA
PROFESSIONAL ENGINEER

cc: Warrick APC - Sherri Rector
Maken Corp. - Jeff Ubelhor
File

J:\5000s\5200-5299\5255\Civil\Docs\5255 LOC extension-renewal sec 2 11-15-2019.doc
J:\5000s\5200-5299\5255\Civil\5255 Waterstone Sec 2 Sidewalks.dwg



. Area Plan Commission

From: Aaron Miller <barrington1205@gmail.com> on behalf of Aaron Miller
Sent: Wednesday, November 20, 2019 8:38 AM
To: . Area Plan Commission
Subject: Re: Huntington Creek B sidewalks

FILED
NOV 20 2019
WARRICK COUNTY
AREA PLAN COMMISSION

Molly,
I would like to request a one year extension on sidewalks for Huntington Creek section "B" with no reduction.
Thank you,
Aaron

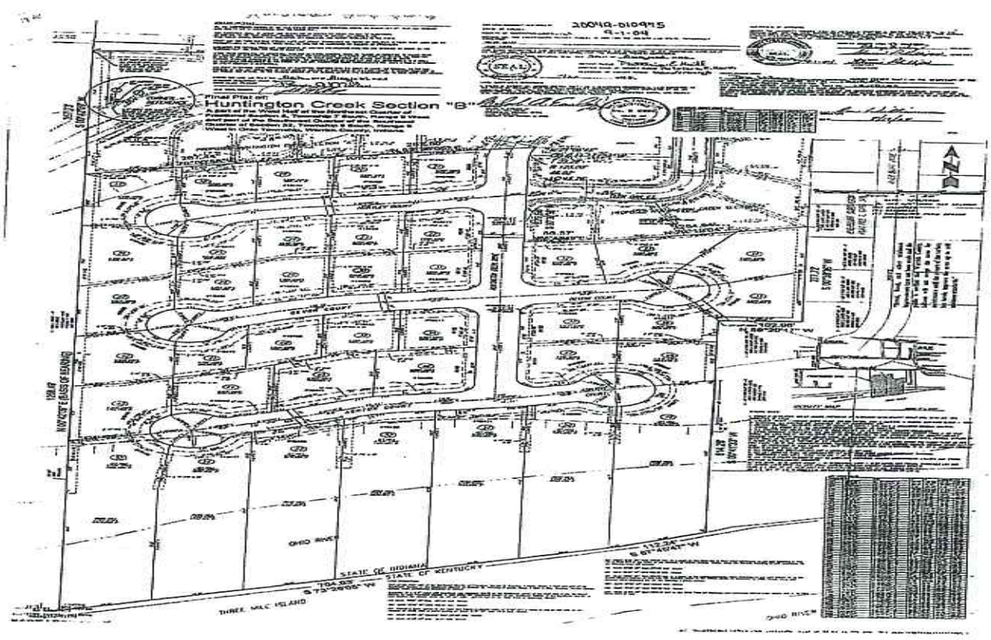
Sent from my iPhone

On Nov 20, 2019, at 8:22 AM, . Area Plan Commission <apc@warrickcounty.gov> wrote:

Molly Barnhill
Assistant Director
Rm. 201, 107 W Locust St.
Boonville, IN 47601
812-897-6190

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: 11/25/19



Extension

Oak Park Subdivision
November 25, 2019

BOARD OF COMMISSIONERS:
President
Member
Member

ATTEST:
Auditor
Date: 11/25/19

FILED
NOV 0 6 2019
WARRICK COUNTY
AREA PLAN COMMISSION

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

11/6/19

October 17, 2019

Warrick County Engineer's Office
Attn: Bobby Howard P.E.
107 W Locust Street, Suite 208
Boonville, IN 47601
Sent via email: bhoward@warrickcounty.gov

Re: Oak Park
Letter of Credit Reduction
Morley # 9061.4.001

Bobby,

We have inspected the streets and drainage. The following street work needs to be completed:

1)	Asphalt Base Repairs =	$5,000.00
2)	The surface coat still needs to be installed.	
	Cleaning & Tack Coat =	$350.00
	402 TN @ $110/TN =	$44,220.00
3)	Thermoplastic Stop Bars =	$400.00
4)	Street Signs at Oakpark Dr. and Lenn Rd =	$1,200.00
5)	Drainage =	$18,000.00
	Subtotal	$70,674.00
	10% Contingency	$7,067.40
	TOTAL	$77,741.40

I recommend retaining the above-mentioned amount to ensure that the roadway repairs, asphalt surface coat, signage and drainage is completed.

Sincerely,

Matt Calvert, PE

FILED
NOV 0 6 2019
WARRICK COUNTY
AREA PLAN COMMISSION

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

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

November 7, 2019

FILED
NOV 1 3 2019
WARRICK COUNTY
AREA PLAN COMMISSION

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

Re: Oak Park Subdivison
Sidewalk Certification
Our Project 9061.4.002-A

Dear Plan Commission,

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

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

M. T. CALVERT
REGISTERED
No. PE11500635
STATE OF
INDIANA
PROFESSIONAL ENGINEER
11-8-19

J:\9000s\9000-9099\9061\Civil 3D\APC\2019.11.07 Sidewalk Acknowledgement\2019.11.07_9061_Engineers Sidewalk Cert.docx

Sidewalk Accept.

Date: November 7, 2019

NAME OF SUBDIVISION: Oak Park Subdivision

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

NAME OF STREET:	NO. LINEAL FEET:
Live Oak Ct.	1,077
Oakpark Drive	1,766
TOTAL	2,843

Subdivision Developer
Oak Park Development, LLC
Dan Buck

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: 11/25/19

BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

C:\Users\Valued Customer\Downloads\2019.11.07_0001_Sidewalk Ack.doc

Nov. 12. 2019 2:22PM Dauby Construction No. 7941 P. 2

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made as of 11-25-2019 by and between Elizabeth Phillips (hereinafter called "Contractor"), and WARRICK COUNTY BOARD OF HEALTH (the "BOARD"), BY AND THROUGH THE WARRICK COUNTY BOARD OF COMMISSIONERS (the "COMMISSIONERS") (collectively, the "County"):

1. **Nature of Contract**. The parties acknowledge that the BOARD through the COMMISSIONERS is engaging Contractor's personal services as an independent contractor, and nothing contained in this Agreement shall be construed to constitute an agreement for employment. Pursuant to the status of as an independent contractor, Contractor acknowledges that the BOARD will withhold no federal, state, or local taxes from payment for any work or services performed under the terms of this Agreement. The BOARD will notify all appropriate governmental bodies of funds dispersed in the form of compensation as required by law, and responsibility for any and all tax liabilities incurred as a result of providing professional services for the BOARD rests solely with Contractor. Further, as an independent contractor, Contractor shall not be eligible for fringe benefits that would be available for employees of Warrick County, Indiana.

2. **Scope of Services**. Contractor shall perform all services required to develop, direct, and operate a public health awareness program for Warrick County, to assist the BOARD in addressing public health concerns regarding the West Nile and Zika Viruses, the transmission of West Nile and Zika Viruses, and other vector control issues. Contractor's duties shall include, but not be limited to the following:
   a. Advising and assisting the Warrick County Health Officer and the Warrick County Health Department in maintaining the West Nile and Zika Virus surveillance program. Continue aggressive spray program to combat West Nile and Zika Viruses during mosquito season;
   b. Cooperating with local and state agencies responsible for responding to and documenting outbreaks and concerns of the transmission of the West Nile and Zika Viruses;
   c. Functioning as the representative for the Department in county-wide vector control and West Nile and Zika Virus transmission awareness events;
   d. Undertaking all other duties and responsibilities related to the functions of the Department that may, from time to time, be requested by the BOARD.

   In addition to duties related to West Nile Virus, Zika Virus, and vector control, Contractor shall be responsible for assisting the Health Department Administrator in duties including, but not limited to, the following:
   a. Performing initial and follow-up dye tests for existing septic systems;
   b. Assessing the conditions of homes and properties upon which complaints have been submitted;
   c. Periodic inspections of newly installed or repaired septic systems;
   d. Obtaining and submitting water samples from poorly draining areas (e.g., surface water, ditches, etc.) to have tested if improper waste removal is suspected.

3. **Term of Contract**. This Agreement shall be effective as of January 1, 2020 and terminate on December 31, 2020, unless terminated sooner.

4. **Hours; Office; Supplies**. Contractor covenants to devote necessary time to fulfilling responsibilities to the performance of the duties under this Agreement. Any and all supplies needed for the position (including an e-mail account to field and address public concerns) will be supplied by the BOARD, after approved by the BOARD.

5. **Compensation**. As compensation for services, Contractor shall be paid Two Thousand Four Hundred and 00/100 Dollars ($2,400.00) per month out of the Indiana Local Health Department Trust Account provided by the State, after submission of claims to the Warrick County Auditor, consistent with the auditing practices required by the State of Indiana. Contractor shall not be entitled to any of the fringe benefits now or hereinafter provided by the County to its employees including, without limitation, wages, salaries, health benefits, and deferred compensation benefits, as both parties acknowledge that the consideration specified in this Section 5 constitutes the sole consideration payable by the County for the services performed by Contractor pursuant to this Agreement. The County shall not withhold any local, state, or federal income taxes, contributions to Social Security (FICA), or state unemployment taxes from any sums payable to Contractor.

6. **Audit Records**. Contractor shall keep daily time records identifying the various duties performed by Contractor. In addition, Contractor shall maintain accurate record of general account showing all charges and expenses incurred by Contractor in the performance of the services herein.

7. **Liability for Injuries or Damages to Person or Property**. Contractor understands and agrees that due to her status as independent contractor, she is not covered as an employee under any worker compensation insurance policy, and the BOARD shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of her duties under this Agreement.

8. **Subcontracting/Assignment**. Contractor agrees that she will not subcontract or assign any part of her duties under this Agreement to any organization or individual without approval from the BOARD.

9. **Termination**. Either party shall have the right to terminate this Agreement without cause upon the giving of sixty (60) days' written notice to the other party, and the BOARD shall have the right to terminate this contract in thirty (30) days' notice if notified by the Warrick County council or State of Indiana that the Indiana Local Health Department Trust Account funds are unavailable.

10. **Remedies**. In the event either party fails to perform pursuant to the terms of this Agreement, the non-breaching party may immediately terminate the Agreement, and in addition, seek all legal and equitable remedies available to it under law, including injunctive relief and specific performance.

11. **Supervising of Contracted Work**. The Health Department shall be responsible for supervising the work of Contractor to ensure that the services detailed in this Agreement are fulfilled. Notice and contact shall be through Aaron Franz, Warrick County Health Department Administrator, 107 West Locust Street, Suite 204, Boonville, Indiana, 47601; phone: 812-897-6105, extension 4; fax: 812-897-6104.

12. **Conditions Precedent**. As a condition precedent to the County's obligations under this Agreement, the County must receive applicable authorization and appropriation of funds to fund its portion of the Project in the amounts hereinafter set forth. If the County does not receive such authorization and appropriation, this Agreement is void pursuant to Indiana Code 36-2-6-12(d).

13. **Antidiscrimination**. Pursuant to Ind. Code 22-9-1-10, Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of work hereunder, with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, or national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

14. **Compliance with Laws**.

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

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

    c. Contractor certifies, warrants, and represents that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana or County, and that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Indiana or County. Contractor agrees that it will immediately notify the County of any such actions and during the term of such actions. The County may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Agreement.

    d. If a valid dispute exists as to Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or County, the County may delay, withhold, or deny work to Contractor.

    e. Contractor warrants that Contractor 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 County. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the County.

    f. Contractor affirms that, if it is an entity described in Ind. Code Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

15. **Taxes**. The County shall not be responsible for any taxes levied on Contractor as a result of this Agreement. Contractor further acknowledges that the County will not withhold from Contractor's compensation any amounts for local, state, or federal income taxes, social security taxes, unemployment compensation contributions, or similar withholdings, nor will the County report such amounts, and that Contractor shall be solely and exclusively liable for payment of all such taxes. The County will issue, no later than January 31st of the year immediately following a year in which Contractor had received compensation hereunder, a Form 1099 for the purposes of reporting said compensation to the appropriate taxing authorities.

16. **Maintaining a Drug-Free Workplace**. Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the County within ten (10) days after receiving actual notice that Contractor or an employee of Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the County or the BOARD, and through it, the State, for up to three (3) years.

    In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of $25,000.00, Contractor 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. 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 Contractor and made a part of the contract or agreement as part of the contract documents.

    Contractor 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, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

    b. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) Contractor'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 Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

d. Notifying the County in writing 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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

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

17. **Indemnification**. Contractor agrees to indemnify, defend, and hold harmless County, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of Contractor and/or its subcontractors, if any, in the performance of this Agreement. The County shall not provide such indemnification to Contractor.

18. **Insurance**.

a. Contractor shall carry automobile, public liability and worker's compensation insurance in the amounts as follows:

i. Worker's Compensation, including Occupational Disease and Employer's Liability Insurance covering all Contractor employees engaged in the performance of this Contract. Employer's Liability Insurance shall have a minimum limit of $500,000 each accident and a $1,000,000 disease policy limit.

ii. Comprehensive General Liability Insurance, including Contractual Liability Insurance with minimum limits of $1,000,000 for Bodily Injury and $1,000,000 for Property Damage per occurrence.

iii. Comprehensive Automobile Liability Insurance covering Contractor for claims arising from owned, hired and non-owned vehicles with limits of $1,000,000 for Bodily Injury and $2,000,000 for Property Damage.

iv. The insurance policies providing the insurance set forth in this section will provide that the County is endorsed as an additional insured and will include a Severability of Interest clause in favor of the County.

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

vi. Contractor represents (1) that all policies of insurance required hereunder shall by appropriate endorsement, or otherwise, provide for attempted thirty (30) days prior written notice of cancellation or modification to County, and (2) that the Contractual Liability Insurance, if required hereunder, shall by appropriate endorsement, or otherwise, specifically insure the terms and provisions as expressed in this Contract.

b. Contractor's insurance coverage must meet the following additional requirements: The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

c. Any deductible or self-insured retention amount or other similar obligation under the insurance policies may not exceed One Thousand Dollars ($1,000.00) and shall be the sole obligation of Contractor.

d. The County will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County under this Agreement shall not be limited by the insurance required in this Agreement.

e. Failure to provide insurance as required in this Agreement may be deemed a material breach of contract.

f. Contractor shall furnish certificates of insurance and all endorsements to the County before the commencement of this Agreement.

g. Contractor shall submit invoices on the first working day of each month with payment due on the second working day of each month.

19. **General Provisions**.

a. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the County and Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

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

c. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

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

e. Headings. The headings of sections and subsections of this Agreement are for the convenience of reference only and shall not affect the meaning or construction of any provision hereof.

f. Governing Law and Jurisdiction. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in the court of Warrick County, Indiana or in the United States District Court for the Southern District of Indiana, Evansville, Indiana Division ("Courts"). The parties hereby irrevocably consent to the jurisdiction of the Courts.

In WITNESS WHEREOF, the parties have executed this Agreement this 25th day of November, 2019.

WARRICK COUNTY COMMISSIONERS

By Dan Saylor - President

By Robert H. Johnson Jr., Vice-President

By Terry Phillippe, Member

Elizabeth Phillips
Contractor Signature

WARRICK COUNTY BOARD OF HEALTH

By

Printed Name Jeffery Mauck, DVM

Its President

To the right is your Pesticide Applicator License. Carry this license when making applications. Your CCH credits are listed below. Call 765-494-1594 if you have questions or visit www.oisc.purdue.edu.

Category	Earned	Required	Expires
8	0	15	12-31-23

ELIZABETH G PHILLIPS
WARRICK COUNTY HEALTH DEPT
107 W Locust St Ste 204
Boonville IN 47601

Office of Indiana State Chemist
www.oisc.purdue.edu
Pesticide Applicator License
Cat: 8

License #: PB275038 Expires: 12/31/2019

Elizabeth G Phillips
Warrick County Health Dept

PB275038

11-22-19
AB

Voucher #20546

FIXED ASSET NOTIFICATION FORM

RECEIVED
NOV 22 2019
WARRICK CO. AUDITOR

DEPARTMENT: PARKS / Commissioners

THIS NOTIFICATION IS FOR: ADDITION UPDATE TRANSFER DISPOSAL

ACQUISITION IS BY: PURCHASE DONATION LEASE TRANSFER
(ATTACH COPY)

DATE OF TRANSACTION: 10/31/2019

ACCOUNT NO: 1219.44000.000.0000 P.O. NO:

ESTIMATED LIFE EXPECTANCY: MILEAGE OR HOURS: 7

CIP NUMBER: LOCATION: PARKS Dept

SERIAL OR VIN NUMBER: 1C6RR7FT8KS715145

TOTAL/PARTIAL VALUE OF ASSET: $22,973
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)

DESCRIPTION: White 2019 Dodge Ram Quad Cab 4x4

(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)

BRAND OR MAKE: Dodge MODEL NO: 1500 Classic ST Quad

YEAR: 2019 LICENSE NO:
ATTACH COPY OF REGISTRATION

GROSS VEHICLE WEIGHT: TYPE OF FUEL: gas
TRUCKS ONLY

IF DISPOSED - METHOD: SOLD $ TRADED JUNKED SCRAPPED

STOLEN/WRECKED END-OF-LEASE TRANSFERRED TO:
(ATTACH POLICE REPORT)

DATE BOARD APPROVED: DATE COUNCIL APPROVED:
(ATTACH COPY OF MINUTES) (REAL PROPERTY VALUE > $9,999)

DATE BOARD APPROVED: SIGNATURE:
(REAL PROPERTY ONLY)

PERSON RESPONSIBLE: Ben Lahbast
SIGNATURE PRINTED NAME

RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE:

IF TRANSFERRED
RECEIVING PERSON'S SIGNATURE:
PRINTED NAME:

AUDITOR'S USE ONLY

RECEIVED: ENTERED FIXED ASSET:

INSURED: AUDITOR'S INITIAL:

(E) 11-22-19 AB

FIXED ASSET NOTIFICATION FORM

RECEIVED
NOV 22 2019
WARRICK CO. AUDITOR

DEPARTMENT: PARKS
THIS NOTIFICATION IS FOR: ADDITION UPDATE TRANSFER (DISPOSAL)
ACQUISITION IS BY: PURCHASE DONATION LEASE TRANSFER (ATTACH COPY)
DATE OF TRANSACTION: 10/31/2019
ACCOUNT NO: P.O. NO:
ESTIMATED LIFE EXPECTANCY: MILEAGE OR HOURS:
CIP NUMBER: LOCATION:
SERIAL OR VIN NUMBER: 1FTRF12276NA83845
TOTAL/PARTIAL VALUE OF ASSET: 1000.00
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: Trade-in
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: FORD MODEL NO: F150 XL
YEAR: 2007 LICENSE NO: *ATTACH COPY OF REGISTRATION*
GROSS VEHICLE WEIGHT: TYPE OF FUEL: gas
TRUCKS ONLY
IF DISPOSED - METHOD: SOLD $: (TRADED) JUNKED SCRAPPED
STOLEN/WRECKED *(ATTACH POLICE REPORT)* END-OF-LEASE TRANSFERRED TO:
DATE BOARD APPROVED: *(ATTACH COPY OF MINUTES)* DATE COUNCIL APPROVED: *(REAL PROPERTY VALUE > $9,999)*
DATE BOARD APPROVED: *(REAL PROPERTY ONLY)* SIGNATURE:
PERSON RESPONSIBLE: *SIGNATURE* Ben Labbert *PRINTED NAME*
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE:
IF TRANSFERRED RECEIVING PERSON'S SIGNATURE:
PRINTED NAME:

AUDITOR'S USE ONLY
RECEIVED: ENTERED FIXED ASSET:
INSURED: AUDITOR'S INITIAL:

kellerschroeder
TECHNOLOGY | CONSULTANTS | SOLUTIONS
4020 Carriage Drive • Evansville, IN 47715-2578
Phone: 812.474.6828 • Fax: 812.474.6835
www.kellerschroeder.com

Proposal for
Warrick County Commissioners

Phone: 812-897-6160
Fax:
Quoted by: Ty Eblen / IAM: Dezaraa Loewen
Quote Date: November 18,2019
Quote Number: 48305

	Description	Your Price	Quantity	Total
Microsoft	Windows Server Standard Per 2-core pack LIC/SA -License plus Software Assurance for 2yrs -Eligible for no charge upgrades for length of term -Government pricing MINIMUM 16-CORES PER SERVER	147.00	8	1,176.00
Microsoft	Windows Server User Cals LIC/SA -License plus Software Assurance for 2yrs -Eligible for no charge upgrades for length of term -Government pricing	41.00	170	6,970.00
		Total		8,146.00

Pricing subject to change at any time.
Proposal does not include installation or any other service unless otherwise noted.
Keller Schroeder Network Solutions Group (NSG) services are available on an hourly rate basis plus travel and expenses.
Proposal assumes proper cabling is already in place.
Pricing limited to quantities ordered. If the quantity is reduced the price is subject to change.
Restocking fees WILL apply to any merchandise returned after 30 days.

***This document is a CONFIDENTIAL proposal and is solely intended for the use of the intended recipient. This document may not be shared with any other parties without written permission from Keller Schroeder.

11-18-2019 10:12

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. Werne ("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 Sayor, 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 805840
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 805840
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]

FILED
DEC 05 2019

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made as of 11-25-2019 by and between Elizabeth Phillips (hereinafter called "Contractor"), and WARRICK COUNTY BOARD OF HEALTH (the "BOARD"), BY AND THROUGH THE WARRICK COUNTY BOARD OF COMMISSIONERS (the "COMMISSIONERS") (collectively, the "County"):

1. Nature of Contract. The parties acknowledge that the BOARD through the COMMISSIONERS is engaging Contractor's personal services as an independent contractor, and nothing contained in this Agreement shall be construed to constitute an agreement for employment. Pursuant to the status of as an independent contractor, Contractor acknowledges that the BOARD will withhold no federal, state, or local taxes from payment for any work or services performed under the terms of this Agreement. The BOARD will notify all appropriate governmental bodies of funds dispersed in the form of compensation as required by law, and responsibility for any and all tax liabilities incurred as a result of providing professional services for the BOARD rests solely with Contractor. Further, as an independent contractor, Contractor shall not be eligible for fringe benefits that would be available for employees of Warrick County, Indiana.

2. Scope of Services. Contractor shall perform all services required to develop, direct, and operate a public health awareness program for Warrick County, to assist the BOARD in addressing public health concerns regarding the West Nile and Zika Viruses, the transmission of West Nile and Zika Viruses, and other vector control issues. Contractor's duties shall include, but not be limited to the following:
   a. Advising and assisting the Warrick County Health Officer and the Warrick County Health Department in maintaining the West Nile and Zika Virus surveillance program. Continue aggressive spray program to combat West Nile and Zika Viruses during mosquito season;
   b. Cooperating with local and state agencies responsible for responding to and documenting outbreaks and concerns of the transmission of the West Nile and Zika Viruses;
   c. Functioning as the representative for the Department in county-wide vector control and West Nile and Zika Virus transmission awareness events;
   d. Undertaking all other duties and responsibilities related to the functions of the Department that may, from time to time, be requested by the BOARD.

   In addition to duties related to West Nile Virus, Zika Virus, and vector control, Contractor shall be responsible for assisting the Health Department Administrator in duties including, but not limited to, the following:
   a. Performing initial and follow-up dye tests for existing septic systems;
   b. Assessing the conditions of homes and properties upon which complaints have been submitted;
   c. Periodic inspections of newly installed or repaired septic systems;
   d. Obtaining and submitting water samples from poorly draining areas (e.g., surface water, ditches, etc.) to have tested if improper waste removal is suspected.

3. Term of Contract. This Agreement shall be effective as of January 1, 2020 and terminate on December 31, 2020, unless terminated sooner.

4. **Hours; Office; Supplies**. Contractor covenants to devote necessary time to fulfilling responsibilities to the performance of the duties under this Agreement. Any and all supplies needed for the position (including an e-mail account to field and address public concerns) will be supplied by the BOARD, after approval by the BOARD.

5. **Compensation**. As compensation for services, Contractor shall be paid Two Thousand Four Hundred and 00/100 Dollars ($2,400.00) per month out of the Indiana Local Health Department Trust Account provided by the State, after submission of claims to the Warrick County Auditor, consistent with the auditing practices required by the State of Indiana. Contractor shall not be entitled to any of the fringe benefits now or hereinafter provided by the County to its employees including, without limitation, wages, salaries, health benefits, and deferred compensation benefits, as both parties acknowledge that the consideration specified in this Section 5 constitutes the sole consideration payable by the County for the services performed by Contractor pursuant to this Agreement. The County shall not withhold any local, state, or federal income taxes, contributions to Social Security (FICA), or state unemployment taxes from any sums payable to Contractor.

6. **Audit Records**. Contractor shall keep daily time records identifying the various duties performed by Contractor. In addition, Contractor shall maintain accurate record of general account showing all charges and expenses incurred by Contractor in the performance of the services herein.

7. **Liability for Injuries or Damages to Person or Property**. Contractor understands and agrees that due to her status as independent contractor, she is not covered as an employee under any worker compensation insurance policy, and the BOARD shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of her duties under this Agreement.

8. **Subcontracting/Assignment**. Contractor agrees that she will not subcontract or assign any part of her duties under this Agreement to any organization or individual without approval from the BOARD.

9. **Termination**. Either party shall have the right to terminate this Agreement without cause upon the giving of sixty (60) days' written notice to the other party, and the BOARD shall have the right to terminate this contract on thirty (30) days' notice if notified by the Warrick County council or State of Indiana that the Indiana Local Health Department Trust Account funds are unavailable.

10. **Remedies**. In the event either party fails to perform pursuant to the terms of this Agreement, the non-breaching party may immediately terminate the Agreement, and in addition, seek all legal and equitable remedies available to it under law, including injunctive relief and specific performance.

11. **Supervising of Contracted Work**. The Health Department shall be responsible for supervising the work of Contractor to ensure that the services detailed in this Agreement are fulfilled. Notice and contact shall be through Aaron Franz, Warrick County Health Department Administrator, 107 West Locust Street, Suite 204, Boonville, Indiana, 47601; phone: 812-897-6105, extension 4; fax: 812-897-6104.

12. **Conditions Precedent**. As a condition precedent to the County's obligations under this Agreement, the County must receive applicable authorization and appropriation of funds to fund its portion of the Project in the amounts hereinafter set forth. If the County does not receive such authorization and appropriation, this Agreement is void pursuant to Indiana Code 36-2-6-12(d).

13. **Antidiscrimination**. Pursuant to Ind. Code 22-9-1-10, Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of work hereunder, with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, or national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

14. **Compliance with Laws**.

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

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

    c. Contractor certifies, warrants, and represents that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana or County, and that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Indiana or County. Contractor agrees that it will immediately notify the County of any such actions and during the term of such actions. The County may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Agreement.

    d. If a valid dispute exists as to Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or County, the County may delay, withhold, or deny work to Contractor.

    e. Contractor warrants that Contractor 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 County. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the County.

    f. Contractor affirms that, if it is an entity described in Ind. Code Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

15. **Taxes**. The County shall not be responsible for any taxes levied on Contractor as a result of this Agreement. Contractor further acknowledges that the County will not withhold from Contractor's compensation any amounts for local, state, or federal income taxes, social security taxes, unemployment compensation contributions, or similar withholdings, nor will the County report such amounts, and that Contractor shall be solely and exclusively liable for payment of all such taxes. The County will issue, no later than January 31st of the year immediately following a year in which Contractor has received compensation hereunder, a Form 1099 for the purposes of reporting said compensation to the appropriate taxing authorities.

16. **Maintaining a Drug-Free Workplace**. Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the County within ten (10) days after receiving actual notice that Contractor or an employee of Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the County or the BOARD, and through it, the State, for up to three (3) years.

    In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of $25,000.00, Contractor 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. 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 Contractor and made a part of the contract or agreement as part of the contract documents.

    Contractor 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, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

    b. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) Contractor'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 Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

d. Notifying the County in writing 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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

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

17. **Indemnification**. Contractor agrees to indemnify, defend, and hold harmless County, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of Contractor and/or its subcontractors, if any, in the performance of this Agreement. The County shall not provide such indemnification to Contractor.

18. **Insurance**.

a. Contractor shall carry automobile, public liability and worker's compensation insurance in the amounts as follows:

i. Worker's Compensation, including Occupational Disease and Employer's Liability Insurance covering all Contractor employees engaged in the performance of this Contract. Employer's Liability Insurance shall have a minimum limit of $500,000 each accident and a $1,000,000 disease policy limit.

ii. Comprehensive General Liability Insurance, including Contractual Liability Insurance with minimum limits of $1,000,000 for Bodily Injury and $1,000,000 for Property Damage per occurrence.

iii. Comprehensive Automobile Liability Insurance covering Contractor for claims arising from owned, hired and non-owned vehicles with limits of $1,000,000 for Bodily Injury and $2,000,000 for Property Damage.

iv. The insurance policies providing the insurance set forth in this section will provide that the County is endorsed as an additional insured and will include a Severability of Interest clause in favor of the County.

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

vi. Contractor represents (1) that all policies of insurance required hereunder shall by appropriate endorsement, or otherwise, provide for attempted thirty (30) days prior written notice of cancellation or modification to County, and (2) that the Contractual Liability Insurance, if required hereunder, shall by appropriate endorsement, or otherwise, specifically insure the terms and provisions as expressed in this Contract.

b. Contractor's insurance coverage must meet the following additional requirements: The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

c. Any deductible or self-insured retention amount or other similar obligation under the insurance policies may not exceed One Thousand Dollars ($1,000.00) and shall be the sole obligation of Contractor.

d. The County will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County under this Agreement shall not be limited by the insurance required in this Agreement.

e. Failure to provide insurance as required in this Agreement may be deemed a material breach of contract.

f. Contractor shall furnish certificates of insurance and all endorsements to the County before the commencement of this Agreement.

g. Contractor shall submit invoices on the first working day of each month with payment due on the second working day of each month.

19. **General Provisions**.

a. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the County and Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

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

c. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

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

e. Headings. The headings of sections and subsections of this Agreement are for the convenience of reference only and shall not affect the meaning or construction of any provision hereof.

f. Governing Law and Jurisdiction. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in the court of Warrick County, Indiana or in the United States District Court for the Southern District of Indiana, Evansville, Indiana Division ("Courts"). The parties hereby irrevocably consent to the jurisdiction of the Courts.

In WITNESS WHEREOF, the parties have executed this Agreement this 25th day of November, 2019.

WARRICK COUNTY COMMISSIONERS

By Dan Saylor - President

By Robert H. Johnson, Jr., Vice-President

By Terry Phillipps, Member

Elizabeth Phillips
Contractor Signature

WARRICK COUNTY BOARD OF HEALTH

By

Printed Name Jeffery Mauck, DVM

Its President

To the right is your Pesticide Applicator License. Carry this license when making applications. Your CCH credits are listed below. Call 765-494-1594 if you have questions or visit www.oisc.purdue.edu.

	Earned	Required	Expires
Category 8	0	16	12-31-20

ELIZABETH G PHILLIPS
WARRICK COUNTY HEALTH DEPT
107 W Locust St Ste 204
Boonville IN 47601

Office of Indiana State Chemist
www.oisc.purdue.edu
Pesticide Applicator License
Cat: 8

License #: PB275038 Expires: 12/31/2019

Elizabeth G Phillips
Warrick County Health Dept

ORDINANCE NO. 2019-29

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA ESTABLISHING THE WARRICK TRAILS DONATION FUND

WHEREAS, Indiana's Home Rule statute (Ind. Code 36-1-3, *et seq.*) grants the Board of Commissioners of Warrick County, Indiana, the power, by ordinance, to create funds that are necessary to conduct the affairs of the County;

WHEREAS, Warrick County has engaged with Warrick Wellness Pathways, Inc., an Indiana non-profit corporation, for the planning, engineering, and construction of a pathway system comprised of bicycle and walkway paths that connect schools, neighborhoods, communities, and parks throughout Warrick County (collectively, the "Trails"); and

WHEREAS, the Board of Commissioners of Warrick County, Indiana, has determined there is a need to establish a donation fund to support and maintain the Trails, including those costs associated with maintenance and general upkeep of said Trails.

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

The Code of Ordinances of Warrick County, Indiana, is hereby amended to include a new Section 37.22, entitled "Warrick Trails Donation Fund", as follows:

(A) The Board of Commissioners of Warrick County, Indiana, hereby establishes the Warrick Trails Donation Fund for the purpose of providing citizens and organizations the ability to support and maintain the Warrick Trails system. Monetary donations made payable to the "Warrick Trails Donation Fund" shall be placed in the Warrick Trails Donation Fund. The application of funds donated to the Warrick Trails Donation Fund shall be according to the discretion of the Board of Commissioners of Warrick County.

(B) The Warrick Trails Donation Fund shall be perpetual until terminated by the terms of this Ordinance or by enactment of a subsequent ordinance or amendment. In the event the Warrick Trails Donation Fund is terminated for any reason, the disposition of the fund balance, if any, shall be determined by the Board of Commissioners of Warrick County.

This Ordinance shall be effective upon passage.

Passed and adopted by the Warrick County Board of Commissioners this 25th day of November, 2019.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Terry J. Phillippe, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

NE 100-2 6P

2019R-010339
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
11/25/2019 01:54 PM
REC FEE: 0.00
PAGES: 6

WARRANTY DEED FOR RIGHT OF WAY

THIS INDENTURE WITNESSETH, that **JAMES M. DURCHHOLZ, JEROME E. DURCHHOLZ, JOHN J. DURCHHOLZ, JOSEPH A. DURCHHOLZ** and **JANET PETER** (collectively, "*Grantor*").

-CONVEY and WARRANT-

unto **WARRICK COUNTY, INDIANA, BY AND THROUGH THE WARRICK COUNTY BOARD OF COMMISSIONERS** ("*Grantee*"), for no monetary consideration, the following described real estate located in Warrick County, Indiana, to-wit:

See Attached Exhibit "A"

Subject to easements, agreements, restrictions, and rights-of-way of record.

The real estate described herein is further illustrated in **Exhibit "B"**, which is incorporated hereto as if fully set forth herein.

Grantor hereby specifically acknowledges and agrees that the real estate is conveyed to Grantee for the purpose of a road right-of-way and is conveyed in fee simple absolute, subject to any and all easements, conditions, and restrictions of record, and that no reversionary rights whatsoever shall remain with Grantor, or any successors in title to abutting lands of Grantor, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease, and/or transfer by Grantee or its successors in title, of all or a portion of the real estate, or any right-of-way, roadway, or roadway appurtenances established thereon. This acknowledgment and agreement shall be a covenant running with the land and shall be perpetual and binding upon Grantor and all successors and assigns. Grantor represents and warrants it is the owner in fee simple of the real estate described herein and has good title to convey the same.

No recording fee shall be charged pursuant to Ind. Code 8-23-23-1; transaction exempt from sales disclosure requirement pursuant to Ind. Code 6-1.1-5.5-2.

No Sales Disclosure Form Needed
Assessor Approved
By:

Duly Entered For Taxation Subject To Final Acceptance For Transfer
NOV 25 2019
WARRICK CO. AUDITOR

IN WITNESS WHEREOF, Grantor has caused the execution of this deed effective as of the 4th day of November 2019.

JAMES M. DURCHHOLZ

JEROME E. DURCHHOLZ

JOHN J. DURCHHOLZ

JOSEPH A. DURCHHOLZ

JANET PETER

STATE OF INDIANA)
) SS:
COUNTY OF Warrick)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **JAMES M. DURCHHOLZ**, who acknowledged the execution of the foregoing document as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 4th day of November 2019.

My County of Residence
Warrick County
State of Indiana, and
My Commission Expires:
May 14th, 2023

Notary Public

Courtney TenBarge
Printed Name

COURTNEY LYNN TENBARGE
Notary Public - Seal
State of Indiana
Warrick County
My Commission Expires May 14, 2023

STATE OF INDIANA)
) SS:
COUNTY OF Warrick)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **JEROME E. DURCHHOLZ**, who acknowledged the execution of the foregoing document as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 4th day of November 2019.

My County of Residence
Warrick County
State of Indiana, and
My Commission Expires:
May 14, 2023

Notary Public

Courtney TenBarge
Printed Name

COURTNEY LYNN TENBARGE
Notary Public - Seal
State of Indiana
Warrick County
My Commission Expires May 14, 2023

STATE OF INDIANA)
) SS:
COUNTY OF Warrick)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **JOHN J. DURCHHOLZ**, who acknowledged the execution of the foregoing document as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 4th day of November 2019.

My County of Residence
Warrick County
State of Indiana, and
My Commission Expires:
May 14, 2023

Notary Public

Courtney TenBarge
Printed Name

COURTNEY LYNN TENBARGE
Notary Public - Seal
State of Indiana
Warrick County
My Commission Expires May 14, 2023

STATE OF INDIANA)
) SS:
COUNTY OF Warrick)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **JOSEPH A. DURCHHOLZ**, who acknowledged the execution of the foregoing document as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 4th day of November 2019.

My County of Residence
Warrick County
State of Indiana, and
My Commission Expires:
May 14, 2023

Notary Public

Courtney TenBarge
Printed Name

COURTNEY LYNN TENBARGE
Notary Public - Seal
State of Indiana
Warrick County
My Commission Expires May 14, 2023

STATE OF INDIANA)
) SS:
COUNTY OF Warrick)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **JANET PETER**, who acknowledged the execution of the foregoing document as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 4th day of November 2019.

My County of Residence
Warrick County
State of Indiana, and
My Commission Expires:
May 14, 2023

Notary Public

Courtney TenBarge
Printed Name

COURTNEY LYNN TENBARGE
Notary Public - Seal
State of Indiana
Warrick County
My Commission Expires May 14, 2023

Current Parcel ID: 87-13-20-200-003.000-019

Mail tax statements: Warrick County Board of Commissioners
107 West Locust Street, Suite 301
Boonville, IN 47601

Grantors' Address: James M. Durchholz et al
c/o Jerome E. Durchholz
6622 Vann Road
Evansville, IN 47725

Grantee's address: Warrick County Board of Commissioners
107 West Locust Street, Suite 301
Boonville, IN 47601

This instrument was prepared by Daniel R. Robinson, Jr., Farmer Scott Ozete Robinson & Schmitt, LLP, 21 SE Third Street, Evansville, IN 47708. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. [Daniel R. Robinson, Jr.]

F:\DOCS\76329\REALEST\1AS7989.DOCX

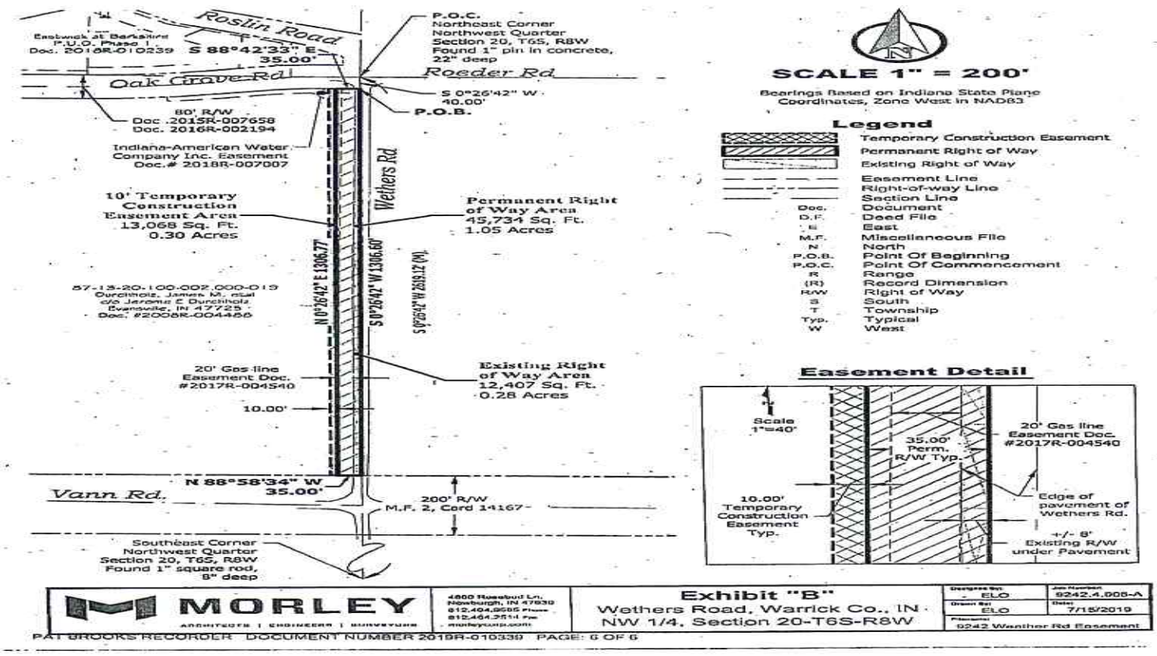
Exhibit "A"

Right-of-Way

A strip of land 35 feet wide, being part of the Northwest Quarter of Section 20, Township 6 South, Range 8 West, Ohio Civil Township, Warrick County, Indiana, more particularly descried as follows:

Commencing at the Northeast Corner of said Quarter Section; thence along the East line thereof, South 00 degrees 26 minutes 42 seconds West 40.00 feet to the South Right of Way of Oak Grove Road, recorded in Document 2016R-002194 in the Office of the Recorder of Warrick County, Indiana and being the **POINT OF BEGINNING**; thence continuing along said East line, South 00 degrees 26 minutes 42 seconds West 1306.60 feet to the North Right of Way of Vann Road, recorded in Miscellaneous file 2, Card 14167, in said Recorder's Office; thence along said North Right of Way of Vann Road, North 88 degrees 58 minutes 34 seconds West 35.00 feet; thence parallel with and 35.00 feet West of, as measured perpendicular to, the East line of said Quarter Section, North 00 degrees 26 minutes 42 seconds East 1306.77 feet to said South Right of Way of Oak Grove Road; thence along the South Right of Way thereof, South 88 degrees 42 minutes 33 seconds East 35.00 feet to the point of beginning, containing 45,734 square feet (1.05 acres) more or less, inclusive of the presently existing Right of Way, lying under pavement, which contains 12,407 square feet (0.28 acres) more or less.

Subject to easements, agreements, restrictions, and right of ways of record.



PAT BROOKS RECORDER DOCUMENT NUMBER 2019R-010339 PAGE: 6 OF 6

Warrick County Claims for Payment

Effective Date	Payee Name 1	Fund Desc	Acct Desc	Loc Desc	Amount
11/7/2019	Angela D Wilder	Reassessment	Per Diem	No Department	75.00
11/7/2019	Angela D Wilder	Reassessment	Per Diem	No Department	75.00
11/7/2019	Boonville Natural Gas Corp.	General	Utilities	Jail	240.83
11/7/2019	Boonville Utilities	General	Utilities	Jail	3048.38
11/7/2019	Cardinal Sign Services	General Obligation Bond 2018	General Supplies	No Department	7750.00
11/7/2019	Flowers, Gregory W	General	Drug Enforce	County Sheriff	2000.00
11/7/2019	Jason Baxter	General	Equip Maint	County Surveyor	94.98
11/7/2019	Cheyenne Phillips	Reassessment	Per Diem	No Department	75.00
11/7/2019	Cheyenne Phillips	Reassessment	Per Diem	No Department	75.00
11/7/2019	Jack Shreve	Reassessment	Per Diem	No Department	75.00
11/7/2019	Jack Shreve	Reassessment	Per Diem	No Department	75.00
11/7/2019	Storage Guardian	General	Contract Services-Lic Exp	Data Processing	227.81
11/7/2019	Storage Guardian	General	Contract Services-Lic Exp	Data Processing	107.21
11/7/2019	Storage Guardian	General	Contract Services-Lic Exp	Data Processing	474.24
11/7/2019	Storage Guardian	General	Contract Services-Lic Exp	Data Processing	115.42
11/7/2019	Storage Guardian	General	Contract Services-Lic Exp	Data Processing	475.79
11/7/2019	Storage Guardian	General	Contract Services-Lic Exp	Data Processing	214.20
11/7/2019	Storage Guardian	General	Contract Services-Lic Exp	Data Processing	30.95
11/7/2019	Storage Guardian	General	Contract Services-Lic Exp	Data Processing	227.76
11/7/2019	Storage Guardian	General	Contract Services-Lic Exp	Data Processing	3.20
11/7/2019	Storage Guardian	General	Contract Services-Lic Exp	Data Processing	26.13
11/7/2019	U.S. Bank	General	Contract Services	Emergency Services	119.64
11/7/2019	Wabash Valley Service Co	General	Gas,Oil, Lubricants	Emergency Services	1999.12
11/7/2019	Clerk-Treasurer--Boonville	LIT	Dist. To Gov'T Units	No Department	158526.42
11/7/2019	Clerk-Treasurer--Chandler	LIT	Dist. To Gov'T Units	No Department	24861.41
11/7/2019	Clerk-Treasurer--Elberfeld	LIT	Dist. To Gov'T Units	No Department	5366.58
11/7/2019	Clerk-Treasurer--Lynnville	LIT	Dist. To Gov'T Units	No Department	4281.25
11/7/2019	Clerk-Treasurer--Newburgh	LIT	Dist. To Gov'T Units	No Department	37694.58
11/7/2019	Clerk-Treasurer--Tennyson	LIT	Dist. To Gov'T Units	No Department	1492.50
11/7/2019	Warrick County Treasurer	LIT	Dist. To Gov'T Units	No Department	667052.76
11/8/2019	RIDLEN, AARON	General	Unappropriated Exp	No Department	150.00
11/8/2019	Boonville Utilities	Park & Recreation	Contract Services-WS	No Department	1300.38
11/8/2019	Beau Dial	Reassessment	Per Diem	No Department	75.00
11/8/2019	Beau Dial	Reassessment	Per Diem	No Department	75.00
11/8/2019	Morris Doll	General	Attorney	Plan Commission	778.39
11/8/2019	Indiana American Water	LIT Economic Development	Freidman Park	No Department	20.14
11/8/2019	Jennifer Greer	General	Unappropriated-Exp	No Department	100.00
11/8/2019	Levi J. Burkett	General	Unappropriated-Exp	No Department	150.00
11/8/2019	Michael Land	General	Unappropriated-Exp	No Department	150.00
11/8/2019	Michael J Perry	General	General Supplies	County Commissioners	36.72
11/8/2019	J. Parker Trulock	Pretrial Diversion	Travel Expense	No Department	150.00
11/8/2019	Tractor Supply Co	Park & Recreation	Animal Food	No Department	25.47
11/8/2019	Tractor Supply Co	Park & Recreation	Animal Food	No Department	60.96
11/8/2019	Tractor Supply Co	Park & Recreation	Animal Food	No Department	11.99
11/8/2019	TOWN OF NEWBURGH - WATER	LIT Economic Development	Freidman Park	No Department	72.66
11/8/2019	U.S. Bank	Park & Recreation	Equip Maint	No Department	123.58
11/8/2019	Unifirst Corporation	Park & Recreation	Uniforms	No Department	33.13
11/8/2019	Unifirst Corporation	Park & Recreation	Uniforms	No Department	33.13
11/8/2019	Unifirst Corporation	Park & Recreation	Uniforms	No Department	33.13
11/8/2019	Vectren Energy Delivery	LIT Economic Development	Freidman Park	No Department	131.33
11/8/2019	Vectren Energy Delivery	LIT Economic Development	Freidman Park	No Department	19.03
11/8/2019	Vectren Energy Delivery	LIT Economic Development	Freidman Park	No Department	64.54
11/8/2019	Vectren Energy Delivery	LIT Economic Development	Freidman Park	No Department	11.06
11/8/2019	Vectren Energy Delivery	LIT Economic Development	Freidman Park	No Department	140.14
11/8/2019	Wabash Valley Service Co	Park & Recreation	Gas,Oil, Lubricants	No Department	531.73
11/8/2019	Wabash Valley Service Co	Park & Recreation	Gas,Oil, Lubricants	No Department	665.18
11/8/2019	Boonville Natural Gas Corp.	Motor Vehicle Highway	Utilities	Maintenance & Repair	115.75
11/8/2019	Boonville Natural Gas Corp.	Motor Vehicle Highway	Utilities	Maintenance & Repair	16.00
11/8/2019	Boonville Utilities	Motor Vehicle Highway	Utilities	Maintenance & Repair	595.06
11/8/2019	Boonville Utilities	Motor Vehicle Highway	Utilities	Maintenance & Repair	28.10
11/8/2019	First Bankcard	General	General Supplies	Emergency Services	240.41
11/8/2019	First Bankcard	General	Postage	Emergency Services	55.00
11/8/2019	First Bankcard	General	Mobile Command Unit	Emergency Services	270.42
11/8/2019	First Bankcard	General	Equip Maint	Emergency Services	348.54
11/8/2019	First Bankcard	General	Grant Maint	Emergency Services	365.86
11/8/2019	First Bankcard	General	Tires & Tubes	Emergency Services	500.00
11/8/2019	First Bankcard	General	Other Motor Sup	Emergency Services	419.92
11/8/2019	First Bankcard	General	Automotive	Emergency Services	252.71
11/8/2019	First Bankcard	General	Training/Travel	Emergency Services	188.00

11/8/2019	First Bankcard	General	Travel Expense	Emergency Services	768.00
11/8/2019	First Bankcard	Emergency Plan/Right To Know	Travel Expense	No Department	700.00
11/8/2019	First Bankcard	Emergency Plan/Right To Know	Training/Travel	No Department	68.00
11/8/2019	Hoosier Business Machines Inc	Recorder Records Preservation	Contract Services	No Department	57.99
11/8/2019	Hoosier Business Machines Inc	Recorder Records Preservation	Contract Services	No Department	14.46
11/8/2019	Hoosier Business Machines Inc	Recorder Records Preservation	Contract Services	No Department	38.73
11/8/2019	Assoc IN Prosecuting Attorneys	General	Unappropriated-Exp	No Department	3000.00
11/8/2019	Mash Networks	Recorder Records Preservation	Contract Services	No Department	662.50
11/8/2019	Metzger Construction Co Inc	Edit-Construction	Paving Project '18	No Department	3444.97
11/8/2019	Metzger Construction Co Inc	Edit-Construction	Paving Project '18	No Department	47928.63
11/8/2019	Metzger Construction Co Inc	Edit-Construction	Paving Project '18	No Department	56632.24
11/8/2019	Michael J Perry	General	Unappropriated-Exp	No Department	150.00
11/8/2019	Vectren Energy Delivery	Motor Vehicle Highway	Utilities	Maintenance & Repair	6.43
11/8/2019	Vectren Energy Delivery	Motor Vehicle Highway	Utilities	Maintenance & Repair	12.08
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	166.36
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	56.31
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	19.02
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	196.32
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	89.69
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	17.34
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	94.17
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	294.68
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	241.32
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	33.63
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	81.58
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	18.26
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	95.00
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	108.07
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	278.96
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	209.85
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	1215.27
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	258.07
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	259.91
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	9.16
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	9.16
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	6.43
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	6.43
11/8/2019	Vectren Energy Delivery	Park & Recreation	Utilities	No Department	25.71
11/8/2019	Warrick Solid Waste Mgt Dist	Park & Recreation	Trash Pickup	No Department	261.60
11/8/2019	Renewable Resources	LIT Economic Development	Freidman Park	No Department	125.00
11/8/2019	Warrick County Treasurer	Convention-Visitors/Tourism R	Expense	No Department	16137.88
11/12/2019	Alpha Laser Services	General	General Supplies	Clerk Of Circuit Court	142.77
11/12/2019	Alpha Laser Services	93.563 Clerk IV-D Incentive	General Supplies	No Department	9.99
11/12/2019	Boonville Natural Gas Corp.	Health	Utilities	No Department	33.36
11/12/2019	Bradshaw, Jason	93.074 Bioterrorism MRC	Expense	No Department	523.72
11/12/2019	Hoosier Business Machines Inc	Health	Equip Maint	No Department	38.33
11/12/2019	Morrie Doll	Storm Water Management Plan	Legal Services	No Department	1212.20
11/12/2019	U.S. Bank	Storm Water Management Plan	Equipment	No Department	184.17
11/12/2019	Sprint	Building Commission	Equip Maint	No Department	21.77
11/12/2019	Sprint	Election And Registration	Cell Phones	No Department	43.74
11/12/2019	Sprint	Election And Registration	Cell Phones	No Department	50.00
11/12/2019	Sprint	WCCC Adult Comm Based Funds	Communication	No Department	87.48
11/12/2019	Sprint	LIT Economic Development	Communication	No Department	43.74
11/12/2019	Sprint	Motor Vehicle Highway	Communication	Engineering Department	43.74
11/12/2019	Sprint	Motor Vehicle Highway	Utilities	Maintenance & Repair	696.17
11/12/2019	Sprint	Pretrial Diversion	Contract Services	No Department	321.05
11/12/2019	Sprint	Storm Water Management Plan	Communication	No Department	172.70
11/12/2019	Sprint	General	Contract Services	County Coroner	26.04
11/12/2019	Sprint	General	Communication	County Surveyor	76.69
11/12/2019	Sprint	General	Cell Phones	County Commissioners	886.25
11/12/2019	First Bankcard	General	General Supplies	County Commissioners	35.11
11/13/2019	CDW Government, Inc.	Reassessment	Computer Sup/Equip	No Department	261.89
11/13/2019	CDW Government, Inc.	93.563 Clerk IV-D Incentive	General Supplies	No Department	70.24
11/13/2019	CDW Government, Inc.	General	General Supplies	Clerk Of Circuit Court	64.85
11/13/2019	CDW Government, Inc.	General	General Supplies	Data Processing (Computer)	317.65
11/13/2019	City Of Boonville	General Obligation Bond 2010	General Supplies	No Department	475.00
11/13/2019	Ebn Construction & Industrial	Park & Recreation	Equip Maint	No Department	28.99
11/13/2019	Frontier Communications	Local Road & Street	Repairs	No Department	832.02
11/13/2019	Gem Chemical Company, Inc	Park & Recreation	Cleaning Supplies	No Department	7.10
11/13/2019	Gem Chemical Company, Inc	General	Supplies- Janitorial	Court House Annex	37.96
11/13/2019	Gem Chemical Company, Inc	General	Other Services & Chrg	County Commissioners	189.52
11/13/2019	Gem Chemical Company, Inc	Local Road & Street	Other Supp & Equip	No Department	79.50
11/13/2019	Gem Chemical Company, Inc	General	Other Services & Chrg	County Commissioners	882.69
11/13/2019	Hewlett-Packard	Pretrial Diversion	General Supplies	No Department	852.60
11/13/2019	Law Office Of Jonathan M Vance	General	Pauper Document Copies	Superior Court #1	52.50
11/13/2019	Law Chevrolet Buick Pontiac	Health	Travel Expense	No Department	68.29
11/13/2019	Long Law Office	General	Pauper Counsel	Superior Court #1	14.15
11/13/2019	Long Law Office	General	Pauper Counsel	Superior Court #1	64.35
11/13/2019	Microsoft Corporation	Pretrial Diversion	Contract Services	No Department	1152.00
11/13/2019	The Murphy Elevator Co Inc.	Cumulative Capital Development	Elevator Repair	No Department	525.00
11/13/2019	Office Depot, Incorporated	Reassessment	Office Supplies	No Department	56.86
11/13/2019	Pc Quest	IMMUNIZATION COOPERATIVE AGREE	Equip Maint	No Department	1069.33
11/13/2019	Sw Indiana Reg Yth Village	General	Juvenile Detention	County Commissioners	2982.00
11/13/2019	St. Vincent Evansville	General	Medical Supplies	County Sheriff	116.00
11/13/2019	St. Vincent Evansville	General	Medical Supplies	County Sheriff	260.00
11/13/2019	Titzer Family Funeral Homes	General	Burial of Soldiers	County Commissioners	100.00
11/13/2019	Springfield Electric Supply	Park & Recreation	Maintenance Supplies	No Department	196.00
11/13/2019	Vai Communications	Statewide 911	Communication-Repair	No Department	5138.00
11/13/2019	Grainger	General	Mobile Command Unit	Emergency Services	597.00
11/13/2019	Grainger	General	Equip Maint	Emergency Services	867.00
11/13/2019	Quill Corporation	General	Computer Maint	Extension Service	14.99
11/13/2019	Quill Corporation	General	Computer Maint	Extension Service	11.29
11/13/2019	Quill Corporation	General	Computer Maint	Extension Service	9.49
11/13/2019	Quill Corporation	General	General Supplies	Extension Service	72.96
11/13/2019	Purdue Ces Fund-Warrick County	General	Postage	Extension Service	7.90
11/13/2019	Purdue Ces Fund-Warrick County	General	Postage	Extension Service	19.75
11/13/2019	Purdue Ces Fund-Warrick County	General	Dues & Subscriptions	Extension Service	33.00
11/13/2019	Purdue Ces Fund-Warrick County	General	Computer Maint	Extension Service	109.98
11/13/2019	Purdue Ces Fund-Warrick County	General	General Supplies	Extension Service	10.00
11/13/2019	Purdue Ces Fund-Warrick County	General	Continuing Education	Extension Service	358.60
11/13/2019	Purdue Ces Fund-Warrick County	General	General Supplies	Extension Service	200.60
11/13/2019	Gem Chemical Company, Inc	Local Road & Street	Other Supp & Equip	No Department	51.70
11/13/2019	J & J Supply Inc.	Local Road & Street	Materials	No Department	8762.50
11/13/2019	J & J Supply Inc.	Local Road & Street	Materials	No Department	385.20
11/13/2019	Hall Signs,Inc.	Local Road & Street	Road Signs	No Department	2020.61
11/13/2019	Impco	Local Road & Street	Repairs	No Department	6346.04
11/13/2019	Kevin Scott,	Local Road & Street	Repairs	No Department	1725.00
11/13/2019	Kevin Scott,	Local Road & Street	Repairs	No Department	1975.00

11/13/2019	Kevin Scott.	Local Road & Street	Repairs	No Department	4900.00
11/13/2019	Ruxer Truck Center	Local Road & Street	Repairs	No Department	215.85
11/13/2019	Lawson Products, Inc.	Local Road & Street	Repairs	No Department	328.98
11/13/2019	Interstate Batteries Of Wabash	Local Road & Street	Repairs	No Department	100.00
11/13/2019	Hutson, Inc.	Local Road & Street	Repairs	No Department	1463.60
11/13/2019	Hutson, Inc.	Local Road & Street	Repairs	No Department	111.24
11/13/2019	Hutson, Inc.	Local Road & Street	Repairs	No Department	499.66
11/13/2019	Yesterdaze, Inc.	Emergency Plan/Right To Know	Per Diem	No Department	99.40
11/13/2019	Law Chevrolet Buick Pontiac	General	Automotive	Emergency Services	43.03
11/13/2019	Siegels	WCCC Adult Comm Based Programs	Uniforms & Apparel	No Department	169.96
11/13/2019	Best One Tire & Service	Local Road & Street	Repairs	No Department	25.00
11/13/2019	Erosion Resource/Supply Inc	Storm Water Management Plan	Storm Water Projects	No Department	561.25
11/13/2019	UTILITY PIPE SALES CO.	Storm Water Management Plan	Storm Water Projects	No Department	1296.40
11/13/2019	New Growth Landscaping & Inc	Storm Water Management Plan	Storm Water Projects	No Department	650.00
11/13/2019	Forensic Fluids Laboratories	Adult Prob-Superiors	Drug Screen Supplies	No Department	2500.00
11/13/2019	I.T.I.	General	Drug & Alcohol Testing	County Commissioners	62.50
11/13/2019	Titzer Family Funeral Homes	General	Burial of Soldiers	County Commissioners	100.00
11/13/2019	Titzer Family Funeral Homes	General	Burial of Soldiers	County Commissioners	100.00
11/13/2019	Piranha Shredding/Recycling Inc	General	Other Services & Chrg	County Commissioners	45.00
11/13/2019	Piranha Shredding/Recycling Inc	General	Other Services & Chrg	County Commissioners	315.00
11/13/2019	Boone Funeral Home	General	Burial of Soldiers	County Commissioners	100.00
11/13/2019	J & J Supply Inc.	Cumulative Capital Development	Judicial Ctr HVAC	No Department	7.64
11/13/2019	Office Depot, Incorporated	General	General Supplies	Extension Service	63.37
11/13/2019	Office Depot, Incorporated	General	General Supplies	Extension Service	16.18
11/13/2019	Burkert-Walton, Inc	Election And Registration	General Supplies	No Department	164.96
11/13/2019	Siegels	General	Uniforms	County Sheriff	164.99
11/13/2019	Baker Tilly Municipal Advisors	Redevelopment- Sr 62 Replace	Expense-State Road #3	No Department	1500.00
11/13/2019	Baker Tilly Municipal Advisors	TIF-Epworth Road	Expense-Epworth Road	No Department	1500.00
11/13/2019	Baker Tilly Municipal Advisors	Redevelopment- Sr 62 Replace	Expense-State Road #3	No Department	6179.52
11/13/2019	Baker Tilly Municipal Advisors	TIF-Epworth Road	Expense-Epworth Road	No Department	6179.52
11/13/2019	Baker Tilly Municipal Advisors	Redevelopment- Sr 62 Replace	Expense-State Road #3	No Department	2025.00
11/13/2019	Baker Tilly Municipal Advisors	TIF-Epworth Road	Expense-Epworth Road	No Department	2025.00
11/13/2019	Baker Tilly Municipal Advisors	Redevelopment- Sr 62 Replace	Expense-State Road #3	No Department	1899.00
11/13/2019	Baker Tilly Municipal Advisors	TIF-Epworth Road	Expense-Epworth Road	No Department	1899.00
11/13/2019	Piranha Shredding/Recycling Inc	Pretrial Diversion	Contract Services	No Department	45.00
11/13/2019	Herr's Body Shop	General	Vehicle Repair And Maintenance	County Sheriff	226.00

11/13/2019	Roy Law Office	General	Pauper Document Fees	Superior Court #1	262.50
11/13/2019	Roy Law Office	General	Pauper Document Fees	Superior Court #1	281.25
11/13/2019	Roy Law Office	General	Pauper Document Fees	Superior Court #1	187.50
11/13/2019	Tucker Publishing Group	LIT Economic Development	Advertising	No Department	1500.00
11/13/2019	Hamlin Equipment Rental	Local Road & Street	Repairs	No Department	348.00
11/13/2019	Expressway Dodge	Local Road & Street	Repairs	No Department	333.75
11/13/2019	Herr's Body Shop	General	Vehicle Repair And Maintenance	County Sheriff	3851.00
11/13/2019	Ebn Construction & Industrial	Local Road & Street	Repairs	No Department	38.26
11/13/2019	Warrick Automotive Supply	Storm Water Management Plan	Equipment	No Department	154.47
11/13/2019	Erosion Resource/Supply Inc	Storm Water Management Plan	Storm Water Projects	No Department	17.00
11/13/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	281.76
11/13/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	(56.00)
11/13/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	(416.00)
11/13/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	182.24
11/13/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	52.21
11/13/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	18.05
11/13/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	70.44
11/13/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	25.26
11/13/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	36.19
11/13/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	246.47
11/13/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	257.82
11/13/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	254.76
11/13/2019	Lewis Bros Bakeries, Inc.	General	Meals-Prisoners	Jail	53.30
11/13/2019	Kenway Distributors Inc.	General	Supplies- Janitorial	Jail	88.00
11/13/2019	Diamond Medical Supply	General	Physical & Medical	Jail	5.68
11/13/2019	St. Vincent Warrick	General	Physical & Medical	Jail	4.56
11/13/2019	K-Tech Specialty Coatings, Inc	Local Road & Street	Materials	No Department	7035.17
11/13/2019	Aigner Hardware	General	Buildings	Jail	5.18
11/13/2019	Aigner Hardware	General	Buildings	Jail	8.68
11/13/2019	Ferguson Enterprises Inc #1480	General	Buildings	Jail	372.08
11/13/2019	Ferguson Enterprises Inc #1480	General	Buildings	Jail	61.98
11/13/2019	Aigner Hardware	General	Buildings	Jail	5.19
11/13/2019	IPRINT TECHNOLOGIES	Sheriff Sale Administration	Sheriff Sale Admin	No Department	145.63
11/13/2019	J & J Supply Inc.	Local Road & Street	Materials	No Department	2924.08
11/13/2019	ERS Wireless Communications	Local Road & Street	Communication	No Department	121.08
11/13/2019	FULCRUM LIFTING	Local Road & Street	Repairs	No Department	10.34

11/13/2019	FULCRUM LIFTING	Local Road & Street	Repairs	No Department	25.30
11/13/2019	Southeastern Equipment Co, Inc	Local Road & Street	Repairs	No Department	319.84
11/13/2019	Perfection Hydraulics, Inc.	Local Road & Street	Repairs	No Department	277.38
11/13/2019	Perfection Hydraulics, Inc.	Local Road & Street	Repairs	No Department	250.00
11/13/2019	Perfection Hydraulics, Inc.	Local Road & Street	Repairs	No Department	307.21
11/13/2019	O'Reilly Auto Parts	Local Road & Street	Repairs	No Department	12.25
11/13/2019	O'Reilly Auto Parts	Local Road & Street	Repairs	No Department	4.29
11/13/2019	O'Reilly Auto Parts	Local Road & Street	Repairs	No Department	54.99
11/13/2019	O'Reilly Auto Parts	Local Road & Street	Repairs	No Department	10.99
11/13/2019	Mayer Truck Equipment	Local Road & Street	Repairs	No Department	39.90
11/13/2019	Law Chevrolet Buick Pontiac	Local Road & Street	Repairs	No Department	143.78
11/13/2019	Erosion Resource/Supply Inc	Local Road & Street	Repairs	No Department	105.00
11/13/2019	CRAFCO, INC.	Local Road & Street	Repairs	No Department	178.65
11/13/2019	Brandeis Machinery & Supply	Local Road & Street	Repairs	No Department	1547.50
11/13/2019	Brandeis Machinery & Supply	Local Road & Street	Repairs	No Department	797.00
11/13/2019	Best One Tire & Service	Local Road & Street	Repairs	No Department	936.40
11/13/2019	Best One Tire & Service	Local Road & Street	Repairs	No Department	1106.75
11/13/2019	Auto Wheel And Rim Service Inc	Local Road & Street	Repairs	No Department	105.76
11/13/2019	Aigner Hardware	Local Road & Street	Repairs	No Department	10.50
11/13/2019	Aigner Hardware	Local Road & Street	Repairs	No Department	21.00
11/13/2019	Aigner Hardware	Local Road & Street	Repairs	No Department	48.94
11/13/2019	Aigner Hardware	Local Road & Street	Repairs	No Department	4.95
11/13/2019	Hutson, Inc.	Local Road & Street	Repairs	No Department	237.36
11/13/2019	Hutson, Inc.	Local Road & Street	Repairs	No Department	73.48
11/13/2019	Office Depot, Incorporated	General	General Supplies	County Treasurer	42.36
11/13/2019	Alpha Laser Services	General	Equip Maint	County Council	15.20
11/13/2019	B & B Mowing LLC	LIT Economic Development	Contract Services	No Department	685.00
11/13/2019	B & B Mowing LLC	LIT Economic Development	N Warrick Indus Pk	No Department	100.00
11/13/2019	Boonville Natural Gas Corp.	General	Utilities	Court House Annex	54.62
11/13/2019	Boonville Natural Gas Corp.	General	Utilities	Court House Annex	84.75
11/13/2019	Boonville Natural Gas Corp.	General	Utilities	Court House Annex	38.84
11/13/2019	Boonville Utilities	General	Utilities	Court House Annex	112.72
11/13/2019	Boonville Utilities	General	Utilities	Court House Annex	1732.20
11/13/2019	Boonville Utilities	General	Utilities	Court House Annex	2193.07
11/13/2019	Boonville Utilities	General	Utilities	Court House Annex	20.97
11/13/2019	Clark Dietz, Inc.	Edit-Construction	BELL ROAD	No Department	17970.00

11/13/2019	CORNE, TODD AND KELLY	General	Unappropriated-Exp	No Department	716.19
11/13/2019	Corrisoft, LLC	Community Corrections	Travel Expense	No Department	226.60
11/13/2019	Brooks, Donald G.	Reassessment	Per Diem	No Department	75.00
11/13/2019	Brooks, Donald G.	Reassessment	Per Diem	No Department	75.00
11/13/2019	Duke Energy	LIT Economic Development	Utilities	No Department	123.96
11/13/2019	Duke Energy	LIT Economic Development	Utilities	No Department	9.01
11/13/2019	Evansville Courier	LIT Economic Development	Advertising	No Department	116.03
11/13/2019	Ever-clean Services, Inc.	LIT Economic Development	Contract Services	No Department	476.00
11/13/2019	First Bankcard	Health	Health-Vaxcare	No Department	30.00
11/13/2019	First Bankcard	Health	Communication-Animal Ctrl	No Department	59.86
11/13/2019	First Bankcard	Health	Animal Control	No Department	48.96
11/13/2019	First Bankcard	Health	Health-Vaxcare	No Department	38.06
11/13/2019	First Bankcard	Health	Animal Control	No Department	48.96
11/13/2019	First Bankcard	Health	Animal Control	No Department	48.96
11/13/2019	First Bankcard	Health	Animal Control	No Department	120.93
11/13/2019	First Bankcard	Health	Health-Vaxcare	No Department	170.13
11/13/2019	First Bankcard	Health	Health-Vaxcare	No Department	159.00
11/13/2019	First Bankcard	Health	Health-Vaxcare	No Department	(170.13)
11/13/2019	First Bankcard	Health	Health-Vaxcare	No Department	(170.13)
11/13/2019	First Bankcard	Health	Animal Control	No Department	181.43
11/13/2019	First Bankcard	Health	Official Bonds	No Department	557.05
11/13/2019	First Bankcard	Health	Health-Vaxcare	No Department	47.45
11/13/2019	First Bankcard	Health	Health-Vaxcare	No Department	170.13
11/13/2019	Fuhs, Jennifer	WCCC Adult Comm Based Funds	Office Supplies	No Department	149.99
11/13/2019	Google, LLC	General	Contract Services	County Commissioners	49.31
11/13/2019	Robin Greenlee (CDFC)	Drug Free Community	Contract Services	No Department	353.83
11/13/2019	Morrie Doll	General	Legal Services	County Commissioners	275.00
11/13/2019	Phillips, Elizabeth	Local Health Dept Trust Acct	Mosquito Dist.	No Department	2400.00
11/13/2019	PSC	Statewide 911	Contract Services	No Department	161.39
11/13/2019	Stoll Keenon Ogden P LLC	LIT Economic Development	N Warrick Indus PK	No Department	1881.25
11/13/2019	Stoll Keenon Ogden P LLC	LIT Economic Development	Elberfeld Sewer 2017	No Department	306.25
11/13/2019	Stoll Keenon Ogden P LLC	LIT Economic Development	Friedman Park Event Center	No Department	1312.50
11/13/2019	Storage Guardian	WCCC Program Income	Travel Expense	No Department	109.19
11/13/2019	Superior Ag Resources	Storm Water Management Fund	Storm Water Projects	No Department	754.05
11/13/2019	The Lang Company	General	Equip Maint	Plan Commission	53.17
11/13/2019	Total Court Services	Community Corrections	Travel Expense	No Department	561.00

11/13/2019	The Town Of Newburgh	LIT Economic Development	Rent	No Department	500.00
11/13/2019	U.S. Bank	General	Equip Maint	County Council	90.16
11/13/2019	U.S. Bank	Adult Probation-Circuit	Office Equipment	No Department	58.08
11/13/2019	Vectren Energy Delivery	LIT Economic Development	Utilities	No Department	280.03
11/13/2019	Warrick County Treasurer	Health	Animal Control	No Department	430.82
11/13/2019	Warrick County Treasurer	Health	Travel Expense	No Department	352.84
11/13/2019	Warrick County Treasurer	LIT Economic Development	Gas,Oil, Lubricants	No Department	63.00
11/13/2019	Warrick County Treasurer	Statewide 911	Reimb Central Dispatch	No Department	175000.00
11/13/2019	Wetip, Inc.	Pretrial Diversion	Contract Services	No Department	1000.00
11/13/2019	Wowl Business	LIT Economic Development	Communication	No Department	212.88
11/13/2019	Wth Technology, Inc.	General	Contract Services	County Commissioners	900.00
11/13/2019	Weddle Bros Constr Co, Inc.	LIT Economic Development	Friedman Park Event Center	No Department	111194.00
11/13/2019	Old National Wealth Management	LIT Economic Development	Friedman Park Event Center	No Department	5852.00
11/13/2019	Old National Wealth Management	LIT Economic Development	Friedman Park Event Center	No Department	8250.00
11/14/2019	CORNE, TODD AND KELLY	General	Unappropriated-Exp	No Department	716.19
11/15/2019	Long Law Office	General	Pauper Counsel	Superior Court #2	2968.75
11/15/2019	Martin & Martin, Inc.	General	Pauper Counsel	Superior Court #1	5937.50
11/15/2019	PHILLIPS LAW	General	Pauper Counsel	Superior Court #2	2968.75
11/15/2019	PHILLIPS LAW	General	Pauper Counsel	Circuit Court	2968.75
11/15/2019	Roy Law Office	General	Pauper Counsel	Circuit Court	2968.75
11/15/2019	Sherry Smith	General	Pauper Counsel	Superior Court #2	989.58
11/15/2019	Sherry Smith	General	Pauper Counsel	Superior Court #1	989.58
11/15/2019	Sherry Smith	General	Pauper Counsel	Circuit Court	989.58
11/15/2019	Mathies Law	General	Pauper Counsel	Superior Court #2	989.58
11/15/2019	Mathies Law	General	Pauper Counsel	Circuit Court	989.58
11/15/2019	Mathies Law	General	Pauper Counsel	Superior Court #1	989.58
11/15/2019	Mathies Law	General	Pauper Document Center	Superior Court #1	37.50
11/15/2019	Mathies Law	General	Pauper Document Center	Superior Court #1	75.00
11/15/2019	Mathies Law	General	Pauper Document Center	Superior Court #1	37.50
11/15/2019	Mathies Law	General	Pauper Document Center	Superior Court #1	37.50
11/15/2019	Warrick County Treasurer	Law Enforcement Cont Ed	Continuing Education	No Department	742.00
11/15/2019	Pat Brooks	General	Travel Expense	County Recorder	66.88
11/15/2019	Boston Mutual Life Insurance C	PR Withholding-Insurance	Boston Mutual	No Department	1570.74
11/15/2019	Tri State Community Clinics,	Insurance	Employee Clinic	No Department	13592.88
11/15/2019	Benistar/Hartford-6795	Insurance	Retiree Medicare Supp Premium	No Department	22534.60
11/15/2019	Morley & Associates Inc.	LIT Economic Development	Elberfeld Sewer 2017	No Department	1385.00

11/15/2019	Morley & Associates Inc.	LIT Economic Development	Elberfeld Sewer 2017	No Department	26692.50
11/15/2019	One Way Tree & Land Services	LIT Economic Development	Friedman Park Event Center	No Department	2400.00
11/15/2019	AT&T	General	Communication	Central Dispatch Center	82.51
11/15/2019	AT&T Mobility	Park & Recreation	Communication	No Department	150.65
11/15/2019	First Bankcard xxx3916	General	General Supplies	County Sheriff	226.90
11/15/2019	First Bankcard xxx3916	General	Supplies- Janitorial	Jail	88.96
11/15/2019	First Bankcard xxx3916	General	Meals-Prisoners	Jail	354.41
11/15/2019	First Bankcard xxx3916	General	Buildings	Jail	79.44
11/15/2019	First Bankcard xxx3916	Warrick County Law Enforcement	Expense	No Department	137.64
11/15/2019	First Bankcard ***9461	General	General Supplies	County Sheriff	88.75
11/15/2019	First Bankcard ***9461	General	Prisoner Transportation	County Sheriff	439.80
11/15/2019	First Bankcard ***9461	General	Training/Travel	County Sheriff	168.00
11/15/2019	First Bankcard ***9461	Inet Crimes Agnst Child	Other Services & Chrg	No Department	2079.00
11/15/2019	First Bankcard ***9461	Sheriff Cont Ed Law	Continuing Education	No Department	990.00
11/15/2019	First Bankcard ***9461	Firearms Training	Expense	No Department	440.00
11/15/2019	Spectrum	Park & Recreation	Communication	No Department	109.99
11/15/2019	Spectrum	Park & Recreation	Communication	No Department	109.99
11/15/2019	Spectrum	Motor Vehicle Highway	Utilities	Maintenance & Repair	145.93
11/15/2019	Tractor Supply Co	K-9/Sheriff Donations	Expense	No Department	46.99
11/15/2019	Tractor Supply Co	K-9/Sheriff Donations	Expense	No Department	154.96
11/15/2019	Tractor Supply Co	K-9/Sheriff Donations	Expense	No Department	43.99
11/15/2019	Tractor Supply Co	K-9/Sheriff Donations	Expense	No Department	46.99
11/15/2019	U.S. Bank	Reassessment	Contract Services	No Department	108.04
11/15/2019	Vectren Energy Delivery	Motor Vehicle Highway	Utilities	Maintenance & Repair	36.96
11/15/2019	Vectren Energy Delivery	Motor Vehicle Highway	Utilities	Maintenance & Repair	29.63
11/15/2019	Wowl Business	Reassessment	Communication-T1 Line	No Department	84.23
11/15/2019	Wowl Business	General	Communication	County Assessor	96.47
11/18/2019	Vectren Energy Delivery	LIT Economic Development	Utilities	No Department	195.10
11/19/2019	ESTATE OF WILLIAM H. BRUCE	Tax Sale Surplus	Surplus Payouts	No Department	63843.69
11/20/2019	Indiana State Police Trng Bldg	Law Enforcement Cont Ed	Continuing Education	No Department	407.00
11/20/2019	Metzger Construction Co Inc	Edit-Construction	Paving Project '18	No Department	8551.07
11/20/2019	Indiana Assoc Of Co Commissioner	General	Travel Expense	County Surveyor	255.00
11/20/2019	Tyler Technologies, Inc.	Reassessment	Contract Services	No Department	15610.00
11/20/2019	Warrick County Treasurer	Reassessment	Travel Expense	No Department	51.00
11/20/2019	Madolyn O'Neal	Reassessment	Travel Expense	No Department	7.80
11/20/2019	Mandi Schooler	Reassessment	Travel Expense	No Department	6.41

11/20/2019	Applied Land Solutions	Storm Water Management Fund	Contract Services	No Department	4256.25
11/20/2019	Ragle, Inc.	Storm Water Management Fund	Storm Water Projects	No Department	1000.00
11/20/2019	O'Risky Excavating	Storm Water Management Fund	Storm Water Projects	No Department	250.00
11/20/2019	Warrick County Treasurer	Building Commission	Gas,Oil, Lubricants	No Department	243.37
11/20/2019	Warrick County Treasurer	Storm Water Management Fund	Gas,Oil, Lubricants	No Department	963.77
11/20/2019	Alpha Laser Services	Cumulative Drainage	Printing	No Department	18.69
11/20/2019	Warrick County Treasurer	Cumulative Drainage	Gas,Oil, Lubricants	No Department	204.38
11/20/2019	Tom Naas Homes	Cumulative Drainage	Contract Services	No Department	22159.00
11/20/2019	Ben Labhart	Park & Recreation	Gas,Oil, Lubricants	No Department	55.60
11/20/2019	Staples Credit Plan	DCCC Adult Comm Based Grants	Travel Expense	No Department	66.43
11/20/2019	Staples Credit Plan	Recovery Resources	Think For A Change Facilitator	No Department	125.96
11/20/2019	Staples Credit Plan	DCCC Adult Comm Based Grants	Travel Expense	No Department	57.59
11/20/2019	Sarah Ellard	General	Pauper Document Fees	Circuit Court	64.00
11/20/2019	Wabash Valley Service Co	Wccc Program Income	General Supplies	No Department	126.88
11/20/2019	David Heal	Guardian Ad Litem	Contract Services	No Department	218.24
11/20/2019	Wabash Valley Service Co	General	Gas,Oil, Lubricants	County Sheriff	3787.13
11/20/2019	Wabash Valley Service Co	General	Gas,Oil, Lubricants	County Sheriff	(1999.12)
11/20/2019	Wabash Valley Service Co	General	Gas,Oil, Lubricants	County Sheriff	3052.51
11/20/2019	Wabash Valley Service Co	General	Gas,Oil, Lubricants	County Sheriff	(128.88)
11/20/2019	Unifirst Corporation	General	Uniforms	County Sheriff	8.36
11/20/2019	Unifirst Corporation	General	Uniforms	County Sheriff	8.36
11/20/2019	U.S. Postal Service	General	Postage	County Sheriff	150.00
11/20/2019	USPCA Region 5 Field Trials	K-9/Sheriff Donations	Expense	No Department	50.00
11/20/2019	USPCA Region 5 Field Trials	K-9/Sheriff Donations	Expense	No Department	50.00
11/20/2019	USPCA Region 5 Field Trials	K-9/Sheriff Donations	Expense	No Department	50.00
11/20/2019	USPCA Region 5 Field Trials	K-9/Sheriff Donations	Expense	No Department	50.00
11/20/2019	USPCA Region 5 Field Trials	K-9/Sheriff Donations	Expense	No Department	50.00
11/20/2019	Quality Correctional Care, LLC	General	Contract Services	Jail	14273.33
11/20/2019	Warrick Publishing Co	General	Legal Notices	Plan Commission	31.60
11/20/2019	Cheryl J Conner	General	Unappropriated-Exp	No Department	30.52
11/20/2019	Metzger Construction Co Inc	Motor Vehicle Highway Receipts	Bituminous	Maintenance & Repair	17952.84
11/20/2019	Metzger Construction Co Inc	Motor Vehicle Highway Receipts	Bituminous	Maintenance & Repair	2291.36
11/20/2019	Metzger Construction Co Inc	Motor Vehicle Highway Receipts	Bituminous	Maintenance & Repair	4985.14
11/20/2019	Metzger Construction Co Inc	Motor Vehicle Highway Receipts	Bituminous	Maintenance & Repair	3929.68
11/20/2019	Metzger Construction Co Inc	Motor Vehicle Highway Receipts	Bituminous	Maintenance & Repair	15516.71
11/20/2019	Mulzer Crushed Stone, Inc.	Motor Vehicle Highway Receipts	Stone, Gravel	Maintenance & Repair	304.80
11/20/2019	Mulzer Crushed Stone, Inc.	Motor Vehicle Highway Receipts	Stone, Gravel	Maintenance & Repair	837.70
11/20/2019	Mulzer Crushed Stone, Inc.	Motor Vehicle Highway Receipts	Stone, Gravel	Maintenance & Repair	1069.77
11/20/2019	Mulzer Crushed Stone, Inc.	Motor Vehicle Highway Receipts	Stone, Gravel	Maintenance & Repair	2950.95
11/20/2019	Mulzer Crushed Stone, Inc.	Motor Vehicle Highway Receipts	Stone, Gravel	Maintenance & Repair	1034.02
11/20/2019	Mulzer Crushed Stone, Inc.	Motor Vehicle Highway Receipts	Stone, Gravel	Maintenance & Repair	353.61
11/20/2019	Mulzer Crushed Stone, Inc.	Motor Vehicle Highway Receipts	Stone, Gravel	Maintenance & Repair	624.68
11/20/2019	Mulzer Crushed Stone, Inc.	Motor Vehicle Highway Receipts	Stone, Gravel	Maintenance & Repair	276.80
11/20/2019	Mulzer Crushed Stone, Inc.	Motor Vehicle Highway Receipts	Stone, Gravel	Maintenance & Repair	573.59
11/20/2019	Mulzer Crushed Stone, Inc.	Motor Vehicle Highway Receipts	Stone, Gravel	Maintenance & Repair	575.96
11/20/2019	Mulzer Crushed Stone, Inc.	Motor Vehicle Highway Receipts	Stone, Gravel	Maintenance & Repair	339.25
11/20/2019	Mulzer Crushed Stone, Inc.	Motor Vehicle Highway Receipts	Stone, Gravel	Maintenance & Repair	289.95
11/20/2019	Mulzer Crushed Stone, Inc.	Motor Vehicle Highway Receipts	Stone, Gravel	Maintenance & Repair	850.83
11/20/2019	Mulzer Crushed Stone, Inc.	Motor Vehicle Highway Receipts	Stone, Gravel	Maintenance & Repair	314.41
11/20/2019	Wabash Valley Service Co	Local Road & Street	Gas,Oil, Lubricants	No Department	94.00
11/20/2019	Wabash Valley Service Co	Local Road & Street	Gas,Oil, Lubricants	No Department	2055.87
11/20/2019	Wabash Valley Service Co	Local Road & Street	Gas,Oil, Lubricants	No Department	1770.26
11/20/2019	Wabash Valley Service Co	Local Road & Street	Gas,Oil, Lubricants	No Department	1034.39
11/20/2019	Wabash Valley Service Co	Local Road & Street	Gas,Oil, Lubricants	No Department	75.20
11/20/2019	Wabash Valley Service Co	Local Road & Street	Gas,Oil, Lubricants	No Department	1024.95
11/20/2019	Wabash Valley Service Co	Local Road & Street	Gas,Oil, Lubricants	No Department	2096.91
11/20/2019	Wabash Valley Service Co	Local Road & Street	Gas,Oil, Lubricants	No Department	1857.57
11/20/2019	Mounts Electric, Inc.	Local Road & Street	Repairs	No Department	772.65
11/20/2019	Unifirst Corporation	Local Road & Street	Other Supp & Equip	No Department	6.50
11/20/2019	Unifirst Corporation	Local Road & Street	Other Supp & Equip	No Department	6.50
11/26/2019	Aigner Hardware	Park & Recreation	Maintenance Supplies	No Department	12.29
11/26/2019	Aigner Hardware	Park & Recreation	Maintenance Supplies	No Department	7.49
11/26/2019	Aigner Hardware	Park & Recreation	Maintenance Supplies	No Department	314.64
11/26/2019	Aigner Hardware	Park & Recreation	Maintenance Supplies	No Department	33.37
11/26/2019	Aigner Hardware	Park & Recreation	Maintenance Supplies	No Department	10.99
11/26/2019	Aigner Hardware	Park & Recreation	Maintenance Supplies	No Department	17.17
11/26/2019	Aigner Hardware	Park & Recreation	Maintenance Supplies	No Department	10.99
11/26/2019	Aigner Hardware	Park & Recreation	Maintenance Supplies	No Department	9.99
11/26/2019	Aigner Hardware	Park & Recreation	Gas,Oil, Lubricants	No Department	23.99
11/26/2019	Aigner Hardware	Park & Recreation	Maintenance Supplies	No Department	41.95
11/26/2019	Aigner Hardware	LIT Economic Development	Freidman Park	No Department	353.37
11/26/2019	B-Hive Printing	Recorder Records Preservation	Misc Expense	No Department	90.00
11/26/2019	Boonville Lawn And Garden Inc	LIT Economic Development	Freidman Park	No Department	19.29
11/26/2019	Boonville Lawn And Garden Inc	Park & Recreation	Maintenance Supplies	No Department	75.90
11/26/2019	Bumper To Bumper / Btb Chandler	General	Buildings	Jail	39.64
11/26/2019	CSI Computer Systems	Juvenile Prob-Circuit	General Supplies	No Department	584.50
11/26/2019	CSI Computer Systems	Adult Probation-Circuit	General Supplies	No Department	584.50
11/26/2019	Heskell, Dr. Neal H.	General	Witness Fee	County Prosecutor	845.00
11/26/2019	Erosion Resource/Supply Inc	Storm Water Management Fund	Storm Water Projects	No Department	435.00
11/26/2019	Gem Chemical Company, Inc	Park & Recreation	Cleaning Service	No Department	183.77
11/26/2019	Gem Chemical Company, Inc	Park & Recreation	Cleaning Service	No Department	81.32
11/26/2019	Gem Chemical Company, Inc	LIT Economic Development	Freidman Park	No Department	155.18
11/26/2019	J & J Supply Inc.	Park & Recreation	Maintenance Supplies	No Department	64.28
11/26/2019	Kenway Distributors Inc.	Health	Animal Control	No Department	108.54
11/26/2019	Knepps Service Center	Park & Recreation	Equip Maint	No Department	235.06
11/26/2019	Mastison Law & Mediaton	General	Pauper Document Fees	Circuit Court	780.00
11/26/2019	Mountain Valley Of Evansville	DCCC Adult Comm Based Grants	Travel Expense	No Department	8.00
11/26/2019	O'Reilly Auto Parts	Park & Recreation	Gas,Oil, Lubricants	No Department	14.78
11/26/2019	O'Reilly Auto Parts	Park & Recreation	Equip Maint	No Department	156.01
11/26/2019	Office Depot, Incorporated	Juvenile Prob-Circuit	General Supplies	No Department	54.99
11/26/2019	Professional Dev Academy, LLC	General	Travel Expense	County Auditor	495.00
11/26/2019	R & A Sports	DCCC Adult Comm Based Grants	Uniforms	No Department	201.50
11/26/2019	Raben Tire Company Inc.	Health	Animal Control	No Department	572.20
11/26/2019	Raben Tire Company Inc.	Health	Animal Control	No Department	82.00
11/26/2019	Royal Crown Bottling Co	Park & Recreation	Concession Supplies	No Department	149.50
11/26/2019	Stericycle, Inc	Health	Health-Vaxcare	No Department	502.81
11/26/2019	Springfield Electric Supply	Park & Recreation	Maintenance Supplies	No Department	48.44
11/26/2019	Springfield Electric Supply	Park & Recreation	Maintenance Supplies	No Department	4.04
11/26/2019	Word Systems Inc.	General	Printing Supplies	Circuit Court	73.99
11/26/2019	Aigner Hardware	General	Buildings	Jail	9.87
11/26/2019	Aigner Hardware	General	Buildings	Jail	28.90
11/26/2019	Aigner Hardware	General	Buildings	Jail	4.41
11/26/2019	Arab	General	Pest Control	Jail	45.00
11/26/2019	Bob Barker Company Inc.	General	Supplies-Prisoner's	Jail	77.53
11/26/2019	Buck's & Jake's Outfitters	Firearms Training	Expense	No Department	1902.60
11/26/2019	Classic Shades	K-9/Sheriff Donations	Expense	No Department	175.00
11/26/2019	CRS One Source(Diafds)	General	Meals-Prisoners	Jail	155.75
11/26/2019	CRS One Source(Diafds)	General	Meals-Prisoners	Jail	185.96

11/26/2019	CRS One Source(Diafds)	General	Meals-Prisoners	Jail	123.22
11/26/2019	CRS One Source(Diafds)	General	Meals-Prisoners	Jail	398.73
11/26/2019	CRS One Source(Diafds)	General	Meals-Prisoners	Jail	270.28
11/26/2019	CRS One Source(Diafds)	General	Meals-Prisoners	Jail	414.97
11/26/2019	CRS One Source(Diafds)	General	Meals-Prisoners	Jail	260.50
11/26/2019	CRS One Source(Diafds)	General	Meals-Prisoners	Jail	413.40
11/26/2019	CRS One Source(Diafds)	General	Meals-Prisoners	Jail	204.97
11/26/2019	CRS One Source(Diafds)	General	Meals-Prisoners	Jail	245.88
11/26/2019	CRS One Source(Diafds)	General	Supplies- Janitorial	Jail	269.50
11/26/2019	CRS One Source(Diafds)	General	Supplies- Janitorial	Jail	78.50
11/26/2019	Farm Boy Food Service	General	Meals-Prisoners	Jail	686.69
11/26/2019	Farm Boy Food Service	General	Meals-Prisoners	Jail	560.32
11/26/2019	Farm Boy Food Service	General	Meals-Prisoners	Jail	449.19
11/26/2019	Farm Boy Food Service	General	Meals-Prisoners	Jail	270.89
11/26/2019	Farm Boy Food Service	General	Meals-Prisoners	Jail	711.68
11/26/2019	Farm Boy Food Service	General	Meals-Prisoners	Jail	439.43
11/26/2019	East Pines Animal Clinic Inc	K-9/Sheriff Donations	Expense	No Department	116.93
11/26/2019	Ferguson Enterprises Inc	General	Buildings	Jail	24.57
11/26/2019	Harshaw Trane Service Inc.	Cumulative Capital	CCDEV-HVAC Sys s Co	No Department	890.08
11/26/2019	iPRINT TECHNOLOGIES	Sheriff Sale Administration	Sheriff Sale Admin	No Department	257.63
11/26/2019	iPRINT TECHNOLOGIES	Sheriff Sale Administration	Sheriff Sale Admin	No Department	61.00
11/26/2019	Jack Frost	LIT Economic	General Supplies	No Department	145.30
11/26/2019	Kenway Distributors Inc.	Health	Animal Control	No Department	139.86
11/26/2019	Law Chevrolet Buick Pontiac	General	Vehicle Repair And	County Sheriff	103.43
11/26/2019	Law Chevrolet Buick Pontiac	General	Vehicle Repair And	County Sheriff	274.05
11/26/2019	Law Chevrolet Buick Pontiac	General	Vehicle Repair And	County Sheriff	596.69
11/26/2019	Law Chevrolet Buick Pontiac	General	Vehicle Repair And	County Sheriff	409.97
11/26/2019	Law Chevrolet Buick Pontiac	General	Vehicle Repair And	County Sheriff	207.31
11/26/2019	Law Chevrolet Buick Pontiac	General	Vehicle Repair And	County Sheriff	107.35
11/26/2019	Law Chevrolet Buick Pontiac	General	Vehicle Repair And	County Sheriff	55.00
11/26/2019	Law Chevrolet Buick Pontiac	General	Vehicle Repair And	County Sheriff	954.64
11/26/2019	Law Chevrolet Buick Pontiac	General	Vehicle Repair And	County Sheriff	116.00
11/26/2019	Law Chevrolet Buick Pontiac	General	Vehicle Repair And	County Sheriff	333.30
11/26/2019	Law Chevrolet Buick Pontiac	General	Vehicle Repair And	County Sheriff	172.98
11/26/2019	Lewis Bros Bakeries, Inc.	General	Meals-Prisoners	Jail	63.70
11/26/2019	Medtox Laboratories, Inc.	Health	Personal Health-Med.	No Department	13.92
11/26/2019	On-duty Depot Inc.	General	Vehicle Repair And	County Coroner	130.74
11/26/2019	Piranha Shredding/Recycling	Pretrial Diversion	Contract Services	No Department	45.00
11/26/2019	Quill Corporation	General	General Supplies	County Auditor	219.48
11/26/2019	Quill Corporation	General	General Supplies	Data Processing	826.94
11/26/2019	Quill Corporation	Plat Book	General Supplies	No Department	137.94
11/26/2019	Quill Corporation	Health	Animal Control	No Department	197.29
11/26/2019	R & A Sports	WCCC Adult Comm Based	Uniforms & Apparel	No Department	66.00
11/26/2019	Rr Donnelley	Health	Official Bonds	No Department	667.44
11/26/2019	Siegels	General	Uniforms	County Sheriff	87.50
11/26/2019	Siegels	General	Uniforms	County Sheriff	89.99
11/26/2019	Siegels	General	Uniforms & Apparel	County Coroner	49.99
11/26/2019	Springfield Electric Supply	General	Buildings	Jail	44.86
11/26/2019	Tele/Data Communications	General	Communication	County Commissioners	157.50
11/26/2019	Wabash Foodservice	General	Meals-Prisoners	Jail	1341.22
11/26/2019	Wabash Foodservice	General	Meals-Prisoners	Jail	1343.95
11/26/2019	Wabash Foodservice	General	Meals-Prisoners	Jail	13.14
11/26/2019	Wabash Foodservice	General	Meals-Prisoners	Jail	996.13
11/26/2019	Wabash Foodservice	General	Meals-Prisoners	Jail	973.45
11/26/2019	Wabash Foodservice	General	Meals-Prisoners	Jail	1150.23
11/26/2019	Aigner Hardware	General	Buildings	Jail	1.99
11/26/2019	Bob Barker Company Inc.	General	Supplies-Prisoner's	Jail	229.60
11/26/2019	B-Hive Printing	General	Printing	County Sheriff	141.90
11/26/2019	Firecracker LLC	Park & Recreation	General Supplies	No Department	1700.55
11/26/2019	Town & Country Ford	Wccc Program Income	Equipment	No Department	19850.00
11/26/2019	Piranha Shredding/Recycling	General	Other Services & Chrg	County Commissioners	45.00
11/26/2019	Piranha Shredding/Recycling	General	Other Services & Chrg	County Commissioners	45.00
11/26/2019	Gem Chemical Company,	General	General Supplies	County Commissioners	265.02
11/26/2019	Indoff, Inc.	WCCC Adult Comm Based	Office Supplies	No Department	272.03
11/26/2019	Office Depot, Incorporated	General	General Supplies	Extension Service	86.97
11/26/2019	Office Depot, Incorporated	General	General Supplies	Extension Service	19.99
11/26/2019	CDW Government, Inc.	General	Equip Maint	Emergency Services	160.64
11/26/2019	Aigner Hardware	Health	Animal Control	No Department	1.79
11/26/2019	Signs By Design	K-9/Sheriff Donations	Expense	No Department	50.00
11/26/2019	Meuth Construction	Local Road & Street	Materials	No Department	585.00
11/26/2019	J & J Supply Inc.	Local Road & Street	Materials	No Department	12.16
11/26/2019	J & J Supply Inc.	Local Road & Street	Materials	No Department	41.12
11/26/2019	Gem Chemical Company,	Local Road & Street	Other Supp & Equip	No Department	406.60
11/26/2019	B-Hive Printing	Local Road & Street	Other Supp & Equip	No Department	398.00
11/26/2019	Law Chevrolet Buick Pontiac	General	Gas,Oil, Lubricants	County Sheriff	42.91
11/26/2019	Law Chevrolet Buick Pontiac	General	Gas,Oil, Lubricants	County Sheriff	16.97
11/26/2019	Law Chevrolet Buick Pontiac	General	Gas,Oil, Lubricants	County Sheriff	16.97
11/26/2019	Law Chevrolet Buick Pontiac	General	Gas,Oil, Lubricants	County Sheriff	24.46
11/26/2019	Law Chevrolet Buick Pontiac	General	Gas,Oil, Lubricants	County Sheriff	16.97
11/26/2019	Law Chevrolet Buick Pontiac	General	Gas,Oil, Lubricants	County Sheriff	34.57
11/26/2019	Law Chevrolet Buick Pontiac	General	Gas,Oil, Lubricants	County Sheriff	43.21
11/26/2019	Law Chevrolet Buick Pontiac	General	Gas,Oil, Lubricants	County Sheriff	43.05
11/26/2019	Law Chevrolet Buick Pontiac	General	Gas,Oil, Lubricants	County Sheriff	34.57
11/26/2019	Law Chevrolet Buick Pontiac	General	Gas,Oil, Lubricants	County Sheriff	49.37
11/26/2019	Law Chevrolet Buick Pontiac	General	Gas,Oil, Lubricants	County Sheriff	43.21
11/26/2019	Law Chevrolet Buick Pontiac	General	Gas,Oil, Lubricants	County Sheriff	16.97
11/26/2019	Law Chevrolet Buick Pontiac	General	Gas,Oil, Lubricants	County Sheriff	16.97
11/26/2019	Don's Muffler Shop	Health	Animal Control	No Department	96.93
11/26/2019	Don's Muffler Shop	Health	Animal Control	No Department	60.00
11/26/2019	Martin & Martin, Inc.	General	Pauper Document	Circuit Court	900.00
11/26/2019	St Vincent Evansville Medical	General	Physical & Medical	Jail	148.71
11/26/2019	St Vincent Evansville Medical	General	Physical & Medical	Jail	60.15
11/26/2019	Aigner Hardware	General	Buildings	Jail	24.41
11/26/2019	Springfield Electric Supply	General	Buildings	Jail	48.50
11/26/2019	Culligan Of Evansville	General	Buildings	Jail	438.75
11/26/2019	Aigner Hardware	General	Buildings	Jail	6.15
11/26/2019	Aigner Hardware	General	Buildings	Jail	5.41
11/26/2019	Aigner Hardware	General	Buildings	Jail	14.07
11/26/2019	Aigner Hardware	General	Buildings	Jail	13.00
11/26/2019	Grainger	General	Buildings	Jail	61.62
11/26/2019	Bumper To Bumper / Btb	General	Buildings	Jail	16.68
11/26/2019	On-duty Depot Inc.	K-9/Shenff Donations	Expense	No Department	2725.00
11/26/2019	Elite K-9 Inc	K-9/Sheriff Donations	Expense	No Department	124.70
11/26/2019	St. Vincent Warrick	General	Physical & Medical	Jail	185.53
11/26/2019	St. Vincent Warrick	General	Physical & Medical	Jail	894.90
11/26/2019	St. Vincent Warrick EMS	General	Physical & Medical	Jail	458.99
11/26/2019	St. Vincent Warrick EMS	General	Physical & Medical	Jail	364.54
11/26/2019	St. Vincent Warrick EMS	General	Physical & Medical	Jail	474.21

11/26/2019	St. Vincent Warrick EMS	General	Physical & Medical	Jail	403.89
11/26/2019	Southern In Imaging Consultants	General	Physical & Medical	Jail	7.44
11/26/2019	St Marys Medical Center	General	Physical & Medical	Jail	4048.04
11/26/2019	St Marys Medical Center	General	Physical & Medical	Jail	6.86
11/26/2019	Evansville Surgical Associates	General	Physical & Medical	Jail	85.23
11/26/2019	Anesthesiology Group Associates	General	Physical & Medical	Jail	156.44
11/26/2019	St. Vincent Warrick	General	Physical & Medical	Jail	722.19
11/26/2019	Lewis Bros Bakeries, Inc.	General	Meals-Prisoners	Jail	57.20
11/26/2019	Siegels	General	Uniforms	Jail	126.98
11/26/2019	Business Equipment	General	Equip Maint	County Sheriff	15.00
11/26/2019	Ray O'Herron Company Inc.	General	Vehicle Repair And Maintenance	County Sheriff	2400.00
11/26/2019	Custom Sign & Engineering, Inc.	General	Vehicle Repair And Maintenance	County Sheriff	2184.00
11/26/2019	Smith & Butterfield	General	Drug Enforce	County Sheriff	2960.00
11/26/2019	Gem Chemical Company, Inc.	General	Supplies- Janitorial	Jail	421.49
11/26/2019	Kenway Distributors Inc.	General	Supplies- Janitorial	Jail	508.82
11/26/2019	St. Vincent Evansville	General	Medical Supplies	County Sheriff	348.00
11/26/2019	Business Communications Rental	General	Communication	Central Dispatch Center	52.60
11/26/2019	Nix Sanitary Service	Local Road & Street	Lease	No Department	140.00
11/26/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	139.56
11/26/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	(120.12)
11/26/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	310.22
11/26/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	133.30
11/26/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	195.28
11/26/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	50.50
11/26/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	19.74
11/26/2019	Warrick Automotive Supply	Local Road & Street	Repairs	No Department	16.51
11/26/2019	Ruxer Truck Center	Local Road & Street	Repairs	No Department	51.91
11/26/2019	FULCRUM LIFTING	Local Road & Street	Repairs	No Department	45.56
11/26/2019	Tele/Data Communications Inc	Local Road & Street	Repairs	No Department	120.00
11/26/2019	O'Reilly Auto Parts	Local Road & Street	Repairs	No Department	47.08
11/26/2019	New Growth Landscaping & Inc	Local Road & Street	Repairs	No Department	670.00
11/26/2019	Southeastern Equipment Co. Inc	Local Road & Street	Repairs	No Department	964.51
11/26/2019	Southeastern Equipment Co. Inc	Local Road & Street	Repairs	No Department	492.50
11/26/2019	Southeastern Equipment Co. Inc	Local Road & Street	Repairs	No Department	1753.19
11/26/2019	Southeastern Equipment Co. Inc	Local Road & Street	Repairs	No Department	1237.55
11/26/2019	Meyer Truck Equipment	Local Road & Street	Repairs	No Department	186.00
11/26/2019	Meyer Truck Equipment	Local Road & Street	Repairs	No Department	304.44
11/26/2019	Hinderliter Enviromental Inc	Local Road & Street	Repairs	No Department	66.30
11/26/2019	Hinderliter Enviromental Inc	Local Road & Street	Repairs	No Department	676.91
11/26/2019	Hutson, Inc.	Local Road & Street	Repairs	No Department	110.64
11/26/2019	Hutson, Inc.	Local Road & Street	Repairs	No Department	1505.70
11/26/2019	Hutson, Inc.	Local Road & Street	Repairs	No Department	1188.84
11/26/2019	Ebn Construction & Industrial	Local Road & Street	Repairs	No Department	40.60
11/26/2019	ERB Equipment Company	Local Road & Street	Repairs	No Department	30.25
11/26/2019	Aigner Hardware	Local Road & Street	Repairs	No Department	10.71
11/26/2019	Aigner Hardware	Local Road & Street	Repairs	No Department	18.99
11/26/2019	Aigner Hardware	Local Road & Street	Repairs	No Department	78.21
11/26/2019	Aigner Hardware	Local Road & Street	Repairs	No Department	30.36
11/26/2019	Aigner Hardware	Local Road & Street	Repairs	No Department	23.96
11/26/2019	Aigner Hardware	Local Road & Street	Repairs	No Department	10.99
11/26/2019	Aigner Hardware	Local Road & Street	Repairs	No Department	74.91
11/26/2019	Airgas USA, LLC	Local Road & Street	Repairs	No Department	223.46
11/26/2019	Airgas USA, LLC	Local Road & Street	Repairs	No Department	597.64
11/26/2019	Sisco's American Hose & Medical	Local Road & Street	Repairs	No Department	57.55
11/26/2019	Menards	Storm Water Management Fund	General Supplies	No Department	84.96
11/26/2019	Aigner Hardware	LIT Economic Development	Freidman Park	No Department	584.93
11/26/2019	B-Hive Printing	Park & Recreation	Printing	No Department	154.95
11/26/2019	Nix Sanitary Service	Park & Recreation	Cleaning Service	No Department	140.00
11/26/2019	Raben Tire Company Inc.	Park & Recreation	Tires & Tubes	No Department	784.48
11/26/2019	O'Reilly Auto Parts	Park & Recreation	Gas,Oil, Lubricants	No Department	50.30
11/26/2019	Huebner Trucking Company Inc	Park & Recreation	Rock & Sand	No Department	509.32
11/26/2019	Aigner Hardware	Park & Recreation	Equip Maint	No Department	349.95
11/26/2019	Aigner Hardware	Park & Recreation	Equip Maint	No Department	329.95
11/26/2019	Aigner Hardware	Park & Recreation	Building Materials	No Department	6.99
11/26/2019	Aigner Hardware	Park & Recreation	Cleaning Supplies	No Department	6.99
11/26/2019	Aigner Hardware	Park & Recreation	Lake & Beach Supplies	No Department	73.81
11/26/2019	Aigner Hardware	Park & Recreation	Bldg Maint	No Department	35.98
11/26/2019	Redwood Toxicology Laboratory	DD/DC Program Income	Operating Expenses	No Department	71.55
11/26/2019	National Test Systems	DD/DC Program Income	Operating Expenses	No Department	1400.00
11/26/2019	National Test Systems	DCCC Adult Comm Based Example	Travel Expense	No Department	1000.00
11/26/2019	Tele/Data Communications Inc	DD/DC Program Income	Operating Expenses	No Department	120.00
11/26/2019	Office Depot, Incorporated	Reassessment	Office Supplies	No Department	66.92
11/26/2019	CDW Government, Inc.	General	General Supplies	Data Processing Department	76.24
11/26/2019	Kim's Scrub Connection	General	Uniforms	Jail	56.74
11/26/2019	Siegels	General	Uniforms	County Sheriff	1478.00
11/26/2019	Siegels	General	Uniforms	Emergency Services	$ 49.99
					$ 1,903,592.35

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 25th, 2019. IC 5-11-10-2 permits the governing body to sign the accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing. We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, in the total amount of: $1,903,592.35 Dated this 25th day of November, 2019. Debbie Stevens, Auditor of Warrick County

Dan Saylor, President

Bob Johnson, Vice President

Terry Philippe, Member

Debbie Stevens, Auditor

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LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between Warrick County, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Beam, Longest and Neff, L.L.C. ("the CONSULTANT"). [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1600739

Project Description: Right-of-Way Services for the Replacement of Warrick County Bridge No. 113, Shiloh Road over Barren Fork

RECITALS

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

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

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

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

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

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

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

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

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

SECTION IV **COMPENSATION**. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed $ 11,900.00.

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

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SECTION VI **GENERAL PROVISIONS**

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

2. **Assignment; Successors**.

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

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws**.

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

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

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

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

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

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

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

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

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

i. terminate this Contract; or

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

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

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

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

12. **Non-Discrimination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Disputes.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Robert Howard, Highway Superintendent
107 W. Locust Street, Suite 301
Boonville, IN 47601

Notices to the CONSULTANT shall be sent to:

James B. Longest, President
8320 Craig Street
Indianapolis, IN 46250

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

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

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

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

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

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

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

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

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

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

30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the address shown in Section 23 above.

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

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

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

34. **Termination for Convenience.**

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

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

35. **Termination for Default.**

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

(i) the CONSULTANT fails to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

Version 6-8-2017

Non-Collusion.

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

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

CONSULTANT	LOCAL PUBLIC AGENCY
Signature	Signature
James B. Longest, President (Print or type name and title)	Dan Saylor, President (Print or type name and title)
	Signature
	Robert Johnson, Vice President (Print or type name and title)
Attest:	
Signature	Signature
Tara Lloyd, Project Coordinator (Print or type name and title)	Perry Phillippe, Commissioner (Print or type name and title)

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BLN Right-of-Way Services are located on File in its entirety in the Auditor's Office.

METZGER ASPHALT

An Equal Opportunity Employer

655 N. Center Road
Boonville, Indiana
47601

P: 812.925.7544
F: 812.925.7545

website:
www.metzgerasphalt.com

November 21, 2019

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

Re: Offer to Extend 2019 Bituminous Materials Contract

Dear Sirs:

We are pleased to offer this letter as a letter of authorization to extend our 2019 Bituminous Materials Contract to the Board of County Commissioners of Warrick County, IN dated January 1, 2019. The original terms and conditions of the 2019 contract will apply for the extension of the new contract from January 1, 2020 to December 31, 2020.

Metzger Construction Co., Inc.

Timothy W. Metzger, President

Dated: November 21, 2019

Cc: Joe Grassman

METZGER CONSTRUCTION CO., INC.

Joe Grassman

To: Metzger Construction (tim@metzgerasphalt.com)
Cc: COMMISSIONERS - 2019; Steve Sherwood (sherwood@warrickcounty.gov); Roger Emmons (roger@warrickcounty.gov); Todd Glass (tig@fine-hatfield.com); Susie Taylor (staylor@warrickcounty.gov); Kristine Georges
Subject: FW: 2020 BITUMINOUS CONTRACT

Tim,

At their regularly scheduled public meeting on Monday, November 25, 2019, the Warrick County Commissioners agreed to accept your offer (see attached letter) and renew
their bituminous contract with your company (Metzger Construction Company, Inc.) for another One (1) Year period (commencing on January 1, 2020 and expiring December 31, 2020).

Sincerely,

Joe Grassman
Joe Grassman
Purchasing
Warrick County

-----Original Message-----
From: info@warrickcounty.gov <info@warrickcounty.gov>
Sent: Tuesday, November 26, 2019 9:11 AM
To: Joe <purchasing@warrickcounty.gov>
Subject: Message from "RNP002673DCCF10"

This E-mail was sent from "RNP002673DCCF10" (MP C3004).

Scan Date: 11.26.2019 10:11:00 (-0500)
Queries to: info@warrickcounty.gov

20191126101101...

1

Warrick County Commissioners
107 West Locust Suite 301
Boonville, IN 47601
Phone (812) 897-6120

Dan Saylor Terry Phillippe Robert Johnson

FORM OF QUOTE

1. Date: 11-20-19
2. Governmental Unit: Warrick County Commissioners
3. Project being bid: Title Search for Tax Sale Properties
4. Offeror (Firm): Columbia Title
   Address: 4905 Theater Drive
   City / State / Zip: Evansville, IN 47715
   Telephone Number: (812) 471-8516
   Fax Number: (812) 471-8942
   Agent or contact person: Abbey Messel
5. QUOTE: $ 150 / PROPERTY
   (Please quote this service on a Price or Cost ($) Per Property basis)

If copies are required - we will charge for copies needed

Pursuant to notices given, the undersigned offers to Warrick County in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The contract will be awarded in accordance with specifications. Offeror promises that it has not offered nor received a less price than the price stated in its offer/proposal for the supplies included in its offer/proposal. Offeror further agrees that it will not withdraw its offer/proposal from the office in which it is filed. A certified check or bond shall be filed with each offer/ proposal if required, and liability for breach shall be enforceable upon evidence of financial responsibility.

Signature of Offeror or Agent

7

Joe Grassman

To: Evansville; Abbey Messel
Cc: selena.pressley@regionaltitlellc.com; Crystal Alvarez; Kiesel, Jeannie M.; Andrew Skinner; Todd Glass (tig@fine-hatfield.com)
Subject: WARRICK COUNTY - TITLE SEARCHES

Abbey,

At their regularly scheduled public meeting on Monday, November 25, 2019, pursuant to IC 5-22-6, the Warrick County Commissioners agreed to accept your quote (Columbia Title, Inc.) of $150.00 per parcel to do title searches on a given group of Warrick County properties.

Contact Andrew Skinner with Fine & Hatfield to get started (812-425-3592; aes@fine-hatfield.com).

Thanks and congratulations,

Joe Grassman
Purchasing
Warrick County
812-457-6732

1

Warrick County Commissioners
107 West Locust, Room 301
Boonville, IN 47601

Dan Saylor Terry Phillippe Robert Johnson

INVITATION TO QUOTE

November 14, 2019

Pursuant to Indiana Code 5-22-6, which provides that the purchasing agency of an Indiana governmental body may purchase "services" using any procedure the governmental body considers appropriate, the Warrick County Commissioners are soliciting quotes from area vendors in order to select one or more vendor(s) as the provider for performing title searches on certain parcels of real estate located exclusively in Warrick County, Indiana, that are not sold in the County's tax sales.

Scope of Work and Specifications

Search limits will consist of a 30-year search on each tract or item of real property listed in order to determine:

1) owner of record on the date of the tax sale;
2) any person who has or claims to have an interest in or a lien against the property;
3) any person who, based on the real property records, appears to have an interest in or a lien against the property with a substantial property interest of public record in the real property; and
4) any person with a substantial property interest of public record in the tract or item of real property.

We request that the title search information be presented in a spreadsheet format. The spreadsheet should contain, at a minimum, the following pieces of information for each tract or item of real property:

- tax id number
- property address
- record owner name and address
- brief legal description of the property
- names and addresses of all lien holders or parties with a substantial property interest of public record
- any other information requested by the Warrick County Commissioners

1

It is estimated that there may be approximately 50 – 60 properties involved in this project.

No copies of documents will be required, unless specifically requested for specific properties.

Timeframe for Searches

The final list of properties to be searched will be delivered upon selection of the title search company. The final spreadsheet containing the results of the title search for all real properties shall be completed and delivered no later than December 13, 2019.

Due Date for Quote

All quotes shall be delivered by 5:00 p.m. local time, November 20, 2019 to the following name and email address:

Joe Grassman
purchasing@warrickcounty.gov

If you have any questions or concerns, please feel free to contact Joe Grassman @ 812-457-6732.

AWARD CONSIDERATIONS

Warrick County's Purchasing Ordinance 2017-30, Section (E) *Services [5-22-6], paragraph # (3), states:* "the Purchasing Agent may recommend to the Warrick County Board of Commissioners to award a service agreement using any procedure the Board deems appropriate. The quotes will be reviewed and evaluated by the Warrick County Board of Commissioners by taking into consideration factors such as: price, quality of service, vendor's qualifications and reputation and any other factor (s) the Warrick County Board Of Commissioners wish to consider. The Warrick County Board of Commissioners will select the quote it feels will best serve and be in the best interest of Warrick County.".

2

Warrick County Commissioners
107 West Locust Suite 301
Boonville, IN 47601
Phone (812) 897-6120

Dan Saylor Terry Phillippe Robert Johnson

NON-COLLUSION AFFIRMATION

The undersigned offeror or agent, duly swears, under penalties of perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Columbia Title
Offeror (Firm)

Abby
Signature of Offeror or Agent

Abby Messel
Printed Name of Offeror or Agent

11-20-19
Date

3

Warrick County Commissioners
107 West Locust Suite 301
Boonville, IN 47601
Dan Saylor Terry Phillippe Robert Johnson

E-VERIFY AFFIRMATION

Comes now the undersigned, as a duly authorized agent of Columbia Title and hereby swears under penalties for perjury as follows:

1. As required by IC 22-5-1.7, the undersigned does not knowingly employ an unauthorized alien.
2. As required by IC 22-5-1.7, the undersigned is enrolled in or will enroll in and will verify the work eligibility status of all our newly hired employees through the E-Verify program as defined in IC 22-5-1-7.3. The undersigned understands that it is not required to participate should the E-Verify program cease to exist. The undersigned also understands that it is not required to participate if the undersigned is an individual and does not employ any employees.
3. As required by IC 22-5-1.7, the undersigned will not knowingly employ or contract with an unauthorized alien. The undersigned will not retain an employee or contract with a person that we subsequently learn is an unauthorized alien.
4. As required by IC 22-5-1.7, the undersigned will require our subcontractors who perform work under any contract with Warrick County to certify to Warrick County that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The undersigned will maintain this certification throughout the duration of the term of a contract with a subcontractor.
5. As required by IC 22-5-1.7, the undersigned understands that Warrick County may terminate for default if the undersigned fails to cure a breach of IC 22-5-1.7 or any statement contained herein no later than thirty days after being notified by Warrick County.

Columbia Title
Offeror (Firm)

Abby
Signature of Offeror or Agent

Abby Messel
Printed Name of Offeror or Agent

Date: 11-20-19

4

Warrick County Commissioners
107 West Locust Suite 301
Boonville, IN 47601
Phone (812) 897-6120

Dan Saylor Terry Phillippe Robert Johnson

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contract, the undersigned agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be 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 for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2) The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5

5) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Columbia Title
Offeror (Contractor/Firm)

Signature of Offeror or Agent

Adrian Messer
Printed Name of Offeror or Agent

11-20-19
Date

6

Joe Grassman

To: Daryl VanWinkle (darylvanwinkle@yahoo.com)
Cc: COMMISSIONERS - 2019; Bobby Howard (bhoward@warrickcounty.gov); Roger Emmons (roger@warrickcounty.gov)
Subject: FW: NEW SALT BARN PROJECT - 2019
Attachments: 20191125130306729.pdf

Daryl,

At their regularly scheduled public meeting, on November 25, 2019, the Warrick County Commissioners, pursuant to IC 36-1-12-5, awarded the construction of a New Salt Barn for the Highway Department to Daryl VanWinkle Construction LLC for the Total Quote price of $10,500.00.

I spoke with Bobby Howard and he agrees with you that it would be best to use 2 X 6 interlocking (tongue & grove) lumber on the sides instead of 2 X 12 free hanging boards.
It is understood that the interlocking lumber wall will be stronger and more resilient over time. I think you said this would have little or no effect on the total price of the project.

I also told Bobby you said you could complete the project by the end of January as he requested.

I will need a Certificate of Insurance before you begin but after I receive it you have a "Notice to Proceed".

Attached is a copy of the "Acceptance and Agreement of Terms" signed by both parties.

If you have any questions, call or contact either me or Mr. Howard (812-431-4655; bhoward@warrickcounty.gov

Thanks and congratulations,

Joe Grassman
Purchasing Manager
Warrick County

-----Original Message-----
From: info@warrickcounty.gov <info@warrickcounty.gov>
Sent: Monday, November 25, 2019 12:03 PM
To: Joe <purchasing@warrickcounty.gov>
Subject: Message from "RNP002673DCCF10"

This E-mail was sent from "RNP002673DCCF10" (MP C3004).

Scan Date: 11.25.2019 13:03:06 (-0500)
Queries to: info@warrickcounty.gov

1

WARRICK COUNTY COMMISSIONERS
COURTHOUSE, 107 W. LOCUST ST.
BOONVILLE, IN. 47601

PHONE: (812) 897-6120 FAX: (812) 897-6189

NON-COLLUSION AFFIRMATION

STATE OF INDIANA }
WARRICK COUNTY } SS:

The undersigned offeror or agent, duly swears, under penalties of perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Daryl Vanwinkle Construction LLC
Offeror (Firm)

Daryl Vanwinkle
Signature of Offeror or Agent

Daryl Vanwinkle
Printed Name of Offeror or Agent

11/22/19
Date

WCBOC FORM P-120 REV #1 11/01

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be 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 for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

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

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Daryl Vanwinkle
Vendor Representative (please print)

Daryl Vanwinkle Constr. LLC
Vendor Name

422 N. Center Rd Boonville
Vendor Address

Daryl Vanwinkle
Signed

812-449-4119
Telephone

11/22/19
Date

Warrick County Commissioners
107 W Locust
BOONVILLE, INDIANA 47601
DAN SAYLOR TERRY PHILLIPPE BOB JOHNSON

FORM OF PROPOSAL

1	Date:	11/22/19
2	Governmental Unit:	WARRICK COUNTY COMMISSIONERS
3	Item(s) or project being bid:	NEW SALT BARN-HUGHWAY DEPT.
4	Offeror (Firm):	Daryl Vanwinkle Construction LLC
	Address:	422 N. Center Rd
	City / State / Zip:	Boonville, Ind. 47601
	Telephone Number:	812-449-4119
	Fax Number:	
	Agent or contact person:	Daryl Vanwinkle
5	TOTAL QUOTE PRICE $	10,500

Pursuant to notices given, the undersigned offers Warrick County in accordance with the following atta attachments specifying : class,item number,description,quantity,price & total amount. The contract will be awarded in accordance with specifications. Offeror promises that it has not offered nor received a less price than the price stated in its offer/proposal for the supplies included in its offer/proposal. Offeror further agrees that it will not withdraw its offer/proposal from the office in which it is filed. A certified check or bond shall be filed with each offer/proposal if required, and liability for breach shall be enforceable upon evidence of financial responsibility.

Signature of Offeror or Agent Daryl Vanwinkle

WARRICK COUNTY COMMISSIONERS
107 WEST LOCUST STREET
SUITE 301
OLD COURTHOUSE
BOONVILLE, INDIANA 47601

Terry Phillippe Dan Saylor Robert Johnson

"ACCEPTANCE AND AGREEMENT OF TERMS"

Regarding: **CONSTRUCTION OF A NEW SALT BARN FOR THE HIGHWAY DEPT.**

We, Darryl VanWinkle Construction LLC (Company Name), do hereby confirm we have thoroughly reviewed and completely understand all the terms, requirements and conditions contained within the Invitation to Quote as provided to us by the Warrick County COMMISSIONERS or the Warrick County Purchasing Manager regarding the above purchase. We, also, hereby agree to accept, comply and abide by all such provisions.

Company Representative	Agent of Warrick County
Date: 11/22/19	Date: 11-25-2019
Printed Name: Darryl VanWinkle	Printed Name: Dan Saylor
Signature: Darryl VanWinkle	Signature: Dan Saylor
Title: owner	Title: Commissioner - President

E-VERIFICATION ADDENDUM

WHEREAS, Darryl VanWinkle Construction LLC (Insert the name of your company, also to be referred to as: the Vendor, Contractor) and the Warrick County Commissioners have entered into an agreement whereas the County has agreed to purchase from the above Vendor: **CONSTRUCTION OF A NEW SALT BARN FOR THE HIGHWAY DEPARTMENT** for a specific price and under the terms and conditions of the Invitation to Quote.

WHEREAS, said parties wish to supplement the terms of said agreement as provided herein;

NOW, THEREFORE, the parties do agree that the Contract shall incorporate the following terms as though originally set forth therein;

1. As required by IC 22-5-1.7, Darryl VanWinkle (Contractor's name) does not knowingly employ an unauthorized alien.
2. As required by IC 22-5-1.7, Darryl VanWinkle (Contractor) is enrolled in or will enroll in and will verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1-7.3. He understands that it is not required to participate should the E-Verify program cease to exist. He also understands that it is not required to participate if he is an individual and does not employ any employees.
3. As required by IC 22-5-1.7, Darryl VanWinkle (Contractor) will not knowingly employ or contract with an unauthorized alien. He will not retain an employee or contract with a person that it subsequently learns is an unauthorized alien.
4. As required by IC 22-5-1.7, Darryl VanWinkle (Contractor) will require its subcontractors who perform work under any contract with them to certify that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. He will maintain this certification throughout the duration of the term of a contract with a subcontractor.
5. As required by IC 22-5-1.7, Darryl VanWinkle (Contractor) understands that the Warrick County Board of Commissioners may terminate for default if he fails to cure a breach of IC 22-5-1.7 or any statement contained herein no later than thirty days after being notified

Date: 11/22/19
Signed by: x Darryl VanWinkle
Printed Name: Darryl VanWinkle
Title: Owner

WARRICK COUNTY/ELBERFELD
INTERLOCAL AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement"), made and entered into this 26 day of January, 2015, between the COUNTY OF WARRICK, Indiana (hereinafter the "County") and the TOWN OF ELBERFELD, Indiana (hereinafter "Elberfeld"):

WITNESSETH:

WHEREAS, Elberfeld maintains a sewage treatment facility on property owned by Elberfeld, with the parcel number 87-04-30-300-012.000-007, and more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter the "Property"); and

WHEREAS, the County desires to improve its response time and decrease its costs for responding to road conditions in the northern part of Warrick County in the immediate vicinity of Elberfeld; and

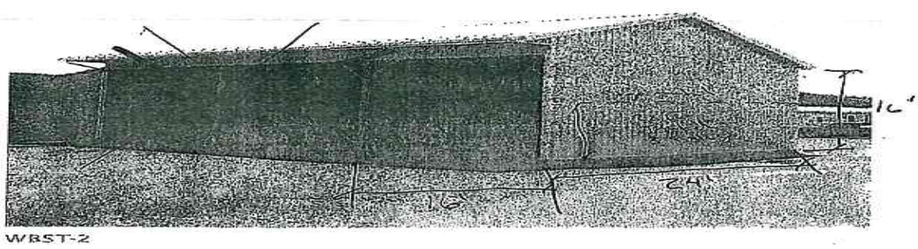
WHEREAS, Elberfeld's sewage treatment facility has a portion of its property not currently being utilized whereby Elberfeld is willing to allow the County to utilize a ten thousand (10,000) square foot area to construct a storage facility for salt and other miscellaneous items that the County would utilize for maintenance of roads in the immediate vicinity of Elberfeld; and

WHEREAS, it would be in the best interests of the County, Elberfeld, and the citizens of Warrick County and Elberfeld for the County to establish a storage facility in the northern part of Warrick County in Elberfeld as indicated below.

NOW, THEREFORE, THE PARTIES AGREE:

1. The County will be allowed to utilize a ten thousand (10,000) square foot area, beginning at 800' north of the south line of said Property, then 100' west, 100' north,

10/13/2014 Wood Bins | Buildings | Salt Storage



WBST-2

4' spacing 8"x8" post on back wall.

http://www.dienlistorage.com/buildings/wood-bins/ 1/1

WARRICK COUNTY/ELBERFELD
INTERLOCAL AGREEMENT 3

terminates this agreement after four (4) years, then it shall reimburse sixty percent (60%) of the cost the County incurred in constructing the storage building.)

7. In case any one or more of the provisions contained in this Agreement should for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.
8. Any notice required or permitted to be delivered under this Agreement shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Elberfeld or the County, as the case may be, to the addresses listed at the end of this document.
9. To the maximum extent permitted by applicable law, the provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. Each of the parties hereto irrevocably and unconditionally consents and submits to the exclusive jurisdiction of any state court located in the County of Warrick, for any actions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated by this Agreement, and waives any objection to the laying of venue of any such litigation in the same.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

100' east, and 100' south (as evidenced in Exhibit "A"), of the Property for the purpose of constructing a building for salt storage, pipe lay-down, and storage of various other items according to the needs of the County.

2. In consideration for permitting the County to utilize its space, the County will, upon the completed construction of the storage building, allow Elberfeld to use up to ten (10) tons of salt from this storage building each calendar year and the County will, by June 30, 2015, pave approximately the first nine hundred (900) feet from Seven Hills Road onto said Property for use as an entrance to the Property via chip and seal, and the County shall maintain said nine hundred (900) feet in good condition, to be determined at its sole judgment and discretion.
3. Elberfeld will ensure the County has access to the constructed storage building, including the electronic entrance gate, twenty-four (24) hours a day, seven (7) days a week from the date of this Agreement until the termination of this Agreement.
4. This Agreement will be in full force and effect for a period of ten (10) years from the date of this Agreement ("Initial Term"), and will automatically renew for successive five (5) year periods unless either party notifies the other, in writing, no later than ninety (90) days before the expiration of the then current term.
5. Either party may terminate this Agreement during the Initial Term by providing ninety (90) days written notice to the other party.
6. In the event this Agreement is terminated by Elberfeld prior to the Initial Term, the County will be entitled to remove the constructed storage building from the Property and Elberfeld shall reimburse the County on a prorated basis for its expenses incurred in the original construction of the storage building. (For example, if Elberfeld

EXHIBIT "A"

See attached map.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement this _____ day of January, 2015.

BOARD OF COMMISSIONERS OF WARRICK COUNTY

President Don Williams

Vice-President Richard A. Reid

Commissioner Marlin Weisheit

Attest:

Deborah K. Stevens, Auditor
Warrick County

ELBERFELD TOWN COUNCIL

By: President Scott Dowers

Notice Addresses:

Warrick County Board of Commissioners
107 West Locust Street, Suite 301
Boonville, IN 47601

Town of Elberfeld
P.O. Box 37
Elberfeld, IN 47613

Site No. 2328; Boon Township **Form 101G**

CONSENT FOR RIGHT OF ENTRY

THIS INDENTURE, by and between the Warrick County Commissioners, owner of the following described property, Grantor, and the State of Indiana, Department of Natural Resources, Division of Reclamation Grantee.

WITNESSETH: That in consideration of work, if any, to be performed, Grantor grants to Grantee, its agents, employees, or contractors the right to enter upon the following described property and to do all things necessary for reclamation, abatement, control or prevention of adverse effects of past coal mining practices, all pursuant to I.C. 14-34-19.

Said property described as follows: A vacant strip of land at the intersection of Charlton Avenue and Gough Avenue. This vacant property is approximately 40 feet in width and runs north from Charlton Avenue a distance of approximately 470 feet.

This Right of Entry is for a period of three (3) years. The Grantee may terminate the Right of Entry prior to the termination of the three (3) year period and without the work being completed.

Grantor shall have the right to inspect any and all plans and specifications drawn for work on said property and located at Grantee's office.

That upon completion of any reclamation, Grantor will not engage in or authorize any land use which damages, destroys or otherwise inhibits the land use promoted by the reclamation for a period of one (1) year, said uses including, but not limited to the following:

(1) Grazing of domestic livestock.
(2) Use by off-road vehicles.
(3) Dumping of trash.

The lien provisions of I.C. 14-34-19-12, do not pertain to public lands. Therefore, no lien will be filed against said property.

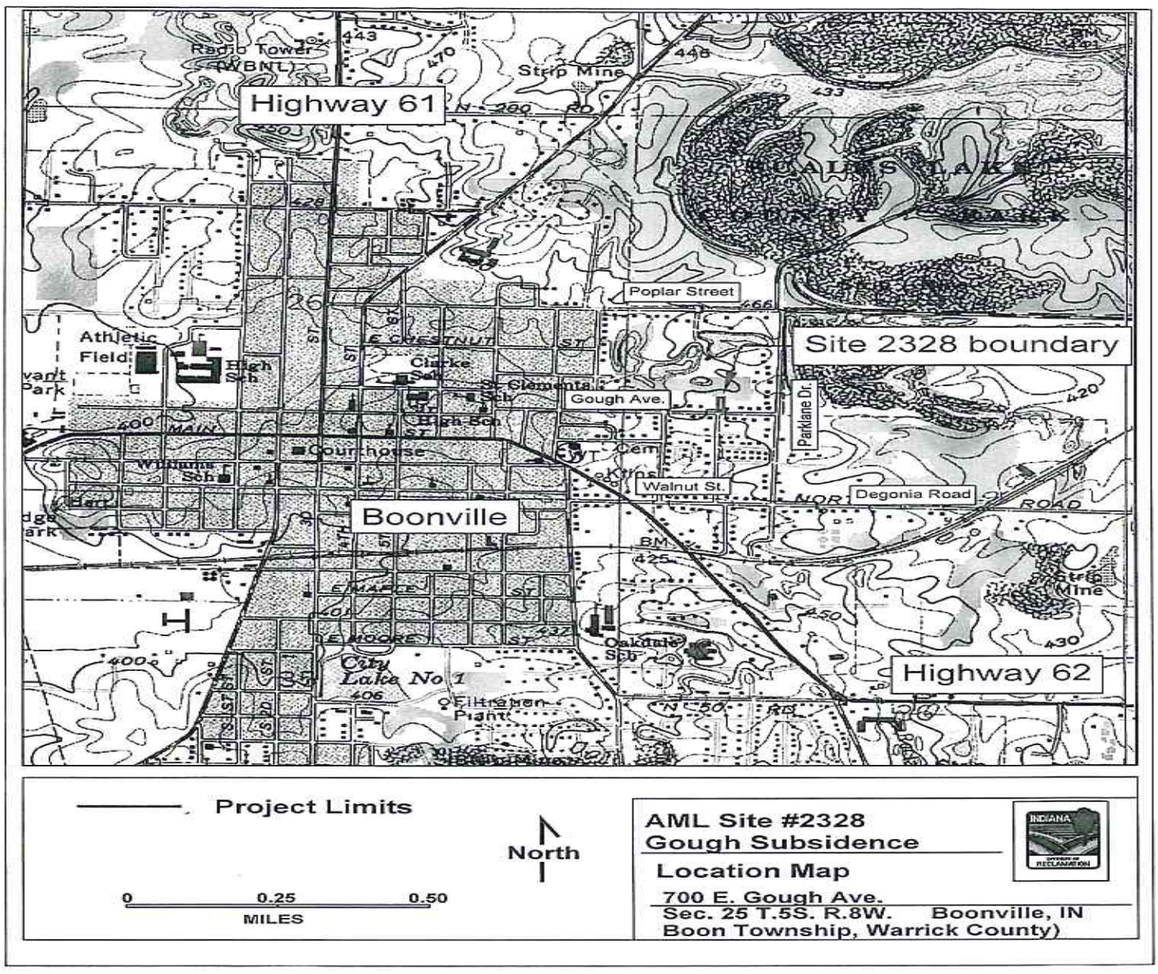
This Right of Entry is binding upon Grantor, and subsequent sales or transfer of the above described property.

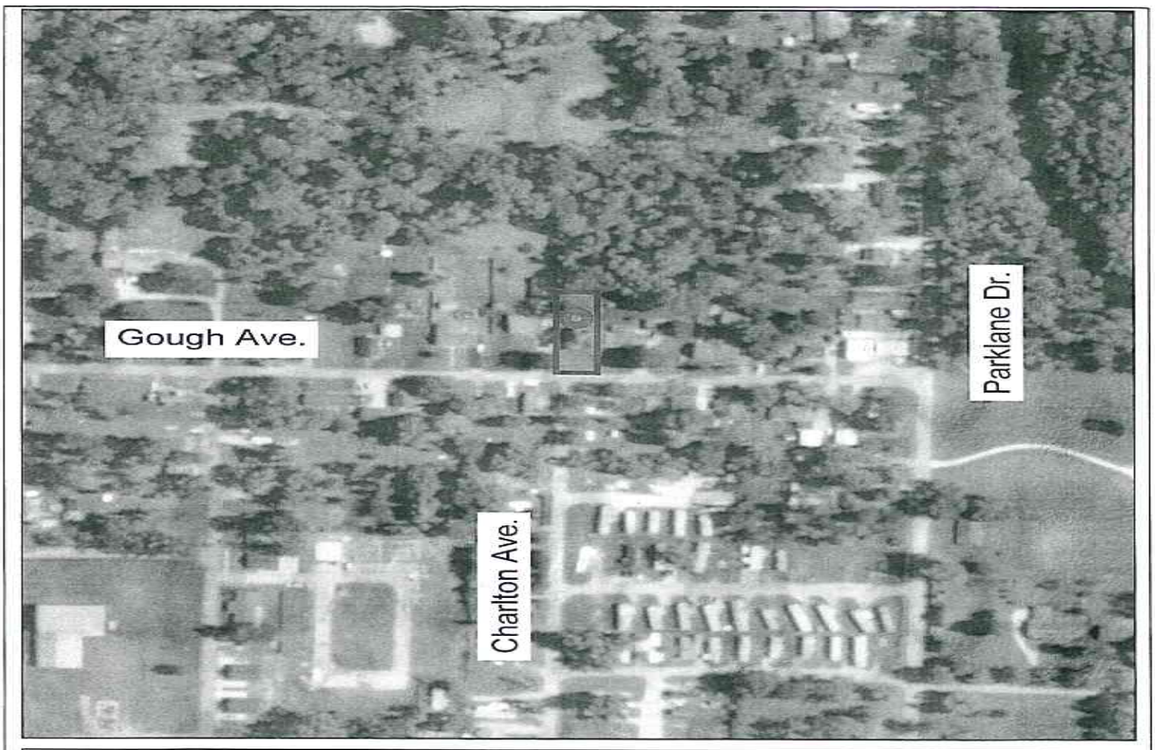
EXECUTED This 25TH day of NOVEMBER, 2019.

We, Terry Phillippe, Dan Saylor, and Robert Johnson certify that we are duly authorized County Commissioners of Warrick County, Indiana and that we have full authority to sign and do sign this instrument for and on behalf of said Warrick County, pursuant to our powers as set forth in I.C. 36-2-2-2, and/or I.C. 36-2-3.5-4.

Signed: Dan Saylor

This document prepared by Jay Akes, 14619 West State Road 48, Jasonville, IN 47438.





Project Limits

Subsidence

0 250 500
FEET

North

AML Site #2328
Gough Subsidence
Location Map
700 E. Gough Ave.
Sec. 25 T.5S. R.8W.
Boon Township, Warrick County)