WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
March 22, 2021
4:00 P.M.

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

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

President Terry Phillippe called the meeting to order at 4:00 PM.

PLEDGE OF ALLEGIANCE

AREA PLAN COMMISSION
REQUEST FOR EXTENSION OF SURETY
BELLEVUE SUBDIVISION SECTION 1

Commissioner Phillippe: Okay, first order of business this evening is our APC.

Molly Barnhill: We have one (1) Request for Extension of Surety. Both Bellevue Subdivision, Section 1, CD Real Estate is the developer. We're holding three (3) letters of credit totaling two hundred thirteen thousand twenty dollars ($213,020.00), the streets, sidewalks, and drainage construction. They're asking for a one (1) year extension and to reduce this dollar amount to sixty-five thousand five hundred fifty-three and fifty cents ($65,553.50). They've had five (5) years and this letter of credit expires April 8th. The County Engineer has inspected the site and he has signed off on a different dollar amount. What he has put on here is twenty-five thousand ($25,000.00) for streets, forty-six thousand three hundred forty-eight and fifty cents ($46,348.50) for sidewalks, and fourteen thousand three hundred ($14,300.00) for drainage. The County Surveyor signed off on that dollar amount. So, the total that would be held would be the eighty-five thousand six hundred forty-eight and fifty cents ($85,648.50).

Commissioner Phillippe: Will you say that again please? Eighty-five ($85,000.00)…?

Molly Barnhill: Eighty-five thousand six hundred forty-eight and fifty cents ($85,648.50) would be the total.

Commissioner Phillippe: Is there anyone here from the Bellevue?

Bobby Howard: I made them aware of this last week.

Commissioner Phillippe: Seems unusual. They're requesting a decrease and it's twenty thousand dollars ($20,000.00) more than…

Bobby Howard: Yeah, we found some items that we felt needed to be accounted for. So, I did make them aware last week.

Commissioner Phillippe: Okay. Okay.

Bobby Howard: I didn't know if anybody was going to be here today or not, but my recommendation is the dollar amount as amended.

Commissioner Phillippe: So, they are aware that the change is forthcoming?

Bobby Howard: Yes.

Commissioner Saylor: So, you're in agreement of the eighty…eighty-five-six-forty-eight-fifty ($85,648.50)?

Bobby Howard: Yes.

Commissioner Phillippe: Okay.

Commissioner Saylor: I make a motion to, for the reduction of surety for the eighty-five…to the eighty-five thousand six hundred forty-eight dollars and fifty cents ($85,648.50) for Bellevue Subdivision, Section 1.

Commissioner Johnson: And I'll second that.

Commissioner Phillippe: Alright, we've got a first and a second. All in favor say, aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Molly Barnhill: And that's all the business for the Area Plan Commission. Thank you.

Commissioner Johnson: Thanks.

Commissioner Phillippe: Thanks, Molly. That was easy.

(Bellevue Subdivision Section 1 Extension is located on Pages 15 through 16 of these Official Minutes)

APPROVAL OF MINUTES MARCH 8, 2021

Commissioner Phillippe: Alright, next order of business is Approval of Minutes from our March 8, 2021 meeting.

Commissioner Johnson: Make a motion to approve the minutes from March 8, 2021.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

CONSENT AGENDA RATIFICATION OF DECLARATION OF EMERGENCY FOR REPLACEMENT OF JUDICIAL CENTER GENERATOR

Commissioner Phillippe: And next up is our Consent Agenda.

Roger Emmons: Thank you, Mr. President. Item number one (1) is the Judicial Center generator. We have received a proposal from Boonville Natural Gas. But, Wayne Lamb is going to submit the proposal based upon the information he received from EVAPAR, cause EVAPAR is not bidding. So, he's going to submit a turn-key project. However, he called me Friday and he'd just received that information from EVAPAR. Given the difference in lead time which, which is how long it would take for the new generator to come in after ordering it, and I believe the Board should table this one (1) more time to your April 12th meeting and really can't, I don't want to give you the lead time differences in open meeting at this time. I can outside the meeting. But, that would be my recommendation. Based on that lead time, it makes sense to table it to your April 12th. But, it will be a long time after that before it comes in.

Commissioner Saylor: I make a motion to table to the 04-12-21 meeting.

Commissioner Johnson: I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

COMMERCIAL LEASE AGREEMENT WITH POWER SYSTEMS PROPERTIES OHIO TOWNSHIP ASSESSOR OFFICE

Roger Emmons: Next is the Commercial Lease Agreement for the Ohio Township Assessor's Office. And that's, with Power Systems Properties, LLC. Received a consensus from the Commissioners on March 11th, so the Board signed it. And the landlord has also signed the original agreement.

(Power Systems Lease is located on Pages 16 through 20 of these Official Minutes)

RATIFY APPROVAL OF WARRICK COUNTY, INDIANA BECOMING A MEMBER OF THE NATIONAL ASSOCIATION OF COUNTIES (NACo)

Roger Emmons: Lastly, ratify approval of Warrick County, Indiana becoming a member of the National Association of Counties. That's NACo. Also for the Board's consensus. Todd requested that the, their membership department send me the invoice for the 2021 dues. It's in the amount of one thousand one hundred ninety-four dollars ($1,194.00), but I asked her if they would prorate that for us and she said, she said they would. So, that's all for the consent agenda for your approval.

Commissioner Phillippe: Okay, very good. I'll entertain a motion to approve the Consent Agenda.

Commissioner Johnson: So moved.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

ITEMS FOR DISCUSSION
TOURISM COMMITTEE UPDATE
SHARI SHERMAN – BEAU DIAL

Commissioner Phillippe: And let's see here. Next up is Items for Discussion. There's Shari. Shari, you're up. Shari, I think we were all able to listen in to your presentation to Council. So…

Shari Sherman: Oh, okay. Well, ditto.

Commissioner Phillippe: I think we're pretty well aware of what you got here.

Joe Schitter: You want me, here.

Shari Sherman: Oh, okay. Oops, I need one (1). Alright. I, for the record, I'm Shari Sherman, I'm the secretary for the Warrick, Visit Warrick Tourism Board and Joe Schitter is the Vice President. So, we're here to kind of give you an update on what's, what's been happening. Last year with COVID, it kind of set us back a little bit.

Roger Emmons: Let me get this pointed at you a little better.

Shari Sherman: So, we started and we had a consultant come in that deals specifically with Tourism Boards and Counties to help plan where we were going and the direction. So, it was about at six (6) to eight (8) month process.

Joe Schitter: Yeah, unfortunately, due to COVID, it was a lot of online meeting. Don Anderson was able to come down one (1) time and meet with us, spend a day for strategic planning, socially distanced, so we were able to put some things together and get a good foothold together on, on where we were at, and where we wanted to go.

Shari Sherman: So, what you have is, and I guess I should have taken off, this is no longer a draft. We did approve it at last month's meeting that this is our fiscal 2021 through '23 plan. We have a mission. We have a vision. We are really looking forward, forward thinking, and have come up with a plan on what we have, what, what our destination and opportunities and challenges are, and how to address those. And we have our mission statement and our priorities if you look past, on the third page, it really goes through, you know, how we're going to do those priorities and set them out, what we want to do in the first year, the second year, and the third year as, as we go forward. So, so we have, we have a plan. We've been working with the non-profits. Last year was our first year that we gave out…

Joe Schitter: Grant money.

Shari Sherman: Grant money for twenty-five thousand dollars ($25,000.00) total to non-profits, and for-profits were able if they were doing something that was bringing tourism in. So, we helped a number of entities do, update their website. We had some of them that had events that they were wanting to promote. And unfortunately, a couple of those were in March and April.

Joe Schitter: April, May.

Shari Sherman: And they had already, you know, these went out in January and they had spent the money and promoted and then the event was cancelled due to COVID. So, we did not, you know, we're not going to hold anyone accountable for that, cause it's a non-profit organization. But, we had several of them that we were able to help with creating a marketing plan for themselves, doing promotion, updating their website. And what were some of the others that we…?

Joe Schitter: And individual festivals or events that they were holding.

Shari Sherman: Yes, yes.

Joe Schitter: That would have been good to draw people in from outside Warrick County.

Shari Sherman: So, we've really been targeting, you know, how we can bring people in and with our, the gentlemen who helped us with this plan, we're really focusing now on outdoor activities and things we can do to draw people in. I mean, we have what we're calling the I-64 Corridor and ways to get people off of Interstate 64. To pull off, to look at what's in Lynnville area to, now that Yellowbanks has been recently purchased and they're doing some upgrades. And so, how we can help promote Interlake and then get them down a little further and that. So, we really were looking at how we can best promote Warrick County and get people in here and spending money and then coming back and spending money. Last year, the finances were down a little bit as far as what the income was, but it was not, it was well within our budget and what we, what we had planned for. So, this year, we're really looking and one (1) of the things that we are going to be doing is hiring a part-time person to completely focus on the tourism part of it.

Joe Schitter: The Chamber of Commerce has been real good to act as our administrator throughout the first few years of this Tourism Commission. But, the volume now is getting to be too much. All of us all have other jobs and things that we need to do, so we thought the best thing to do would be to bring someone in that can actively engage the community. And like Shari talked about with I-64 Corridor, we're really trying to build, what we'd like to build is a whole County mentality of tourism. Incorporating all of our great outdoor tourism and incorporating all our great in-town tourism, whether it be Boonville, Chandler, or Newburgh or Lynnville. But, also those outdoor activities that we have and can, and can pursue and get people to come in and stay for longer periods of time. Longer than a day. The other thing is that Shari mentioned with our grant procedure, the first year we had a fairly structured grant procedure. It was the first year we had done it. We looked at that this year, we decided against that. Partly, last year due to COVID and to this year, now, we're open to individuals who are just coming to us as a Board to ask for potential Grant money for things that will drive tourism in Warrick County.

Shari Sherman: And we still have specific guidelines of what they can use the money for and that, and then how they have to report back to us. So, we have a grant proposal, we're just not having one (1) shot apply in January and then that's good for the year. So, we're, we're trying to be a little bit more flexible. The Tourism and the Chamber have had

a Memorandum of Understanding for three (3) years now. This is the third year. And so, we have been providing all of the administrative and services and the promotion services and everything. And now, we will move into a contract for service and the Chamber will hire this individual and be responsible for the individual and then it will be through a contract with the Tourism Commission as far as how, how we handle it. So, it will not be a County employee. They're not responsible for that. I know that was always a concern of having somebody additional on the, on the payroll. And so, we'll be taking that on and working with them. So, we will be hiring somebody. Hopefully, in the very near future for, on a part-time basis. And as we continue to grow, you know, it may get to the point where that could be an additional one (1). There's always work for that person to do, because we really need to not only educate the non-profits on how to promote and how to, you know, utilize the Tourism dollars that are available to them, to make, to do promotions and to get things out and to think beyond just promoting in Boonville or putting something out or flyers. This is, Tourism has had ads in the Indiana Festival Guide. This is the second year that we have paid the, the Tourism has paid for Festival ads in the guide. And we've also put ads in the, the Indiana Travel Guide and on their website. So, Warrick County is there and we're trying to use our money wisely. But, it does cost money to promote and so, we are using that, those dollars to promote Warrick County and start getting some of the money back and getting people here. And hopefully, we will have additional hotels that we will be able to, you know, get people that are coming in to these events that's staying in Warrick County. So, anyone have any questions?

Commissioner Saylor: I do, Shari.

Shari Sherman: Yes?

Commissioner Saylor: It says one (1) of your initiatives is, develop a partnership with Warrick County Economic Development Department. What's that, what's that look like?

Shari Sherman: Oh.

Joe Schitter: Just in promotion of the County. We found out that, you know, we are serving in the same capacities in certain areas where Economic Development is looking to pursue individuals coming to the County to develop. We want people to come in general. So, working in connection with them, giving them all of our information and helping them see what (inaudible) Tourism is, goes to the lifestyle and the quality of life issues that are so important with Economic Development. So, we're going to look at working together with them. Any time that we push something out for Tourism, we want to push something out for Success Warrick.

Commissioner Johnson: And the Parks Department.

Joe Schitter: And the Parks Department.

Shari Sherman: Yes.

Joe Schitter: And all Parks Departments, too, including County Parks Department along with all the Municipal Parks Departments.

Shari Sherman: Yeah, we want to have a unifying message for Warrick County that, you know, there is so much to do. I mean you look at what's available at Scales Lake. They now have upgraded and have a lot of their, campsites now have the better utilities. So, we want to make sure that as many people know that as possible and can get that. So, ways that the Parks Department may not be able to promote, Tourism can, can promote that, that information. We're working with the Event Center. In fact, we gave last year an additional, what we call a grant to the Event Center to, for advertising and to do their website and it was a two (2) year commitment. So, we gave fifteen thousand dollars ($15,000.00) last year and we're giving fifteen thousand dollars ($15,000.00) this year to make sure that their website is, has all the bells and whistles that people look for when they're going to a website and that the information is accurate. So, we are, we feel that we are using our money wisely and are moving forward on it.

Commissioner Phillippe: When do you guys meet again, Shari?

Shari Sherman: We meet the second Wednesday of each month.

Joe Schitter: Wednesday of each month.

Shari Sherman: And we're now meeting at the Friedman Park Event Center. So, we did do Zoom for several months during this past year. But, I think last month was our first month back that we were actually in person.

Joe Schitter: Last month was our first month back, in person.

Shari Sherman: Social distanced and that. So, we've done a lot, I guess our October meeting when we met with the consultant who came down, was our, we did meet there.

Joe Schitter: The interesting thing about this too is even though this is a new strategic plan we just adopted. We'd already been working on these, so some of these things that you'll see on here have already been in the works. This isn't just starting from this, this document last month when we approved it. We'd already been working on a lot of these issues already and things. This just clarifies it and give us a better roadmap for success.

Shari Sherman: And I think the consultant that we brought in who does work with Tourism, County Tourism and Cities and that, really helped us focus on what we have. We all knew what we had, but having that fresh perspective kind of was able to say, you know, yes, you're going in the right direction, but here's how you need to do it and how you market this. And he's, he will be, remain available for us in the coming years. So, he was well worth all of his work that he did to bring this forward.

Commissioner Johnson: Great job.

Commissioner Phillippe: I know you guys are a fairly new organization with a 2020 COVID year, kind of hard, kind of hard to keep the traction that you had.

Shari Sherman: Yeah, yeah.

Joe Schitter: It is. It was a tough year for all those individuals we worked with that unfortunately lots of festivals and lots of dates cancelled. So, it was a really tough year for them. We're hoping this year's brighter and next year's even better.

Shari Sherman: But, we want to be able to, I think the fact that they know now there's…

Joe Schitter: Someone…

Shari Sherman: Someone that's going to help promote them. I mean, you know, the ads in the Indiana Travel Guide are not cheap by any means. Even when we use the Chamber's SIRMC which is a Southern Indiana Regional Marketing Co-Op as a buy-down on it. They're still very expensive. So, but, you have to do that to compete with every, every other entity around. And you look at the travel guide now, we have now, there isn't this blank hole between Spencer and Vanderburgh County. So.

Commissioner Johnson: Thank you.

Joe Schitter: The Strategic Plan sets us up well to show everybody else in the area how great Warrick County is that we know.

Commissioner Phillippe: Right.

Commissioner Saylor: Shari, what time are your meetings each month?

Shari Sherman: 3:45 (PM).

Commissioner Saylor: Thank you.

Shari Sherman: And you're welcome to come, because nobody does.

Joe Schitter: We have visitors every once in a while.

Shari Sherman: When?

Joe Schitter: (Inaudible). The last time we met in person.

Commissioner Saylor: There's dissention.

Joe Schitter: Before the COVID.

Commissioner Phillippe: Alright, thank you, guys.

Joe Schitter: Thank you.

Commissioner Johnson: Thanks.

Shari Sherman: Thanks much. And we'll bring this if you have any questions, just let us know and that. But, we'll bring you, hopefully, we'll have some more additional statistics. Thanks.

Commissioner Phillippe: Thanks again.

Commissioner Saylor: Thank you.

PANDEMIC RELIEF FUND REQUESTS

Commissioner Phillippe: Okay, Roger, Items for Discussion, Pandemic Relief Fund Requests.

Roger Emmons: Yeah, I think probably, Attorney John Goth can address this. He sent us the summary, the Pandemic Relief Fund Summary plus the excel spreadsheet summary. And added the, most recently on there today was the …

Commissioner Saylor: Newburgh Girls Softball?

Roger Emmons: Yeah, Girls' Softball, Newburgh Girls' Softball. And with that I'll turn it over to John.

John Goth: I think all that's necessary is a, is a motion from the Board to accept the recommendation of the Committee for the approval of the requests that they received. And conditioned upon receiving some additional information from certain requesters and the approval of those claims conditioned on those materials to be submitted for payment with the claims.

Roger Emmons: And we got, Susie got all the claims prepared for those ready to turn in based upon the Board's decision.

Commissioner Saylor: So, I spoke with Greg Richmond, yesterday, we had a phone conference yesterday. He is on vacation at this time. We spoke and went over the majority. His concern was we, you know, that we capture the additional paperwork, and so that's what I told John. So, I am prepared to make a motion to approve the recommendation to the committee for the grant relief fund requests and with the caveat that any, any additional or any one (1) that we need additional information we collect that before we release the grant.

Commissioner Johnson: And I'll second.

Commissioner Phillippe: Very good. I have a first and a second. All in favor say, aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Pandemic Relief Fund Summary is located on Pages 20 through 21 of these Official Minutes)

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
TRUGREEN – PEDDLER'S LICENSE

Commissioner Phillippe: Alright. Roger, looks like you're still up. Do you have any additional…?

Roger Emmons: Yes, I don't have anything listed, however, I did get a late item today which is a request for a peddler/solicitor license from TruGreen. TruGreen has been excellent about getting us their fees and turning in all their required documentation. I have received that and you'll notice from the copy of the review of application for said license that I have recommend approval subject to receiving their license fee of one thousand dollars ($1,000.00), which they've never failed to provide. They, in an email subsequent to this, they advised they were sending off a check this afternoon. So, everything that's on that list is here except for that.

Commissioner Phillippe: Very good. I'll entertain a motion to grant the license.

Commissioner Saylor: I make a motion to approve the TruGreen solicitation license.

Roger Emmons: Subject to receiving their fee.

Commissioner Saylor: Subject to receiving the fee.

Commissioner Johnson: I'll second.

Commissioner Phillippe: Very good. I have a first and a second. All in favor say, aye.

Commissioner Saylor: Aye.

Commissioner Johnson: (Inaudible).

Roger Emmons: Thank you very much. I did inform them, I would not issue the license until I get the check.

Commissioner Saylor: So, Roger, just so the Chief Deputy knows…

Commissioner Phillippe: Aye.

Commissioner Saylor: We, this is the only one (1) we've received so far, right?

Roger Emmons: That is correct.

Commissioner Saylor: Solicitation? Okay.

Commissioner Phillippe: So, Dan, Dan said, aye. Did you say, aye?

Commissioner Johnson: Um hum.

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

Roger Emmons: Oh, sorry.

Commissioner Saylor: Sorry.

Roger Emmons: Thank you.

Commissioner Phillippe: That's okay.

Roger Emmons: That's all I have.

(TruGreen Peddler's License is located on Page 26 through 27 of these Official Minutes)

COUNTY ATTORNEY
INTERLOCAL AGREEMENT WITH NEWBURGH/CHANDLER PUBLIC LIBRARY – CORONAVIRUS RELIEF FUND PROGRAM

Commissioner Phillippe: Alright. Mr. Goth, you're up.

John Goth: Okay, thank you, Mr. President. First, I have an Interlocal Agreement with the Newburgh/Chandler Public Library concerning Coronavirus Relief Fund Program. This is an agreement that we need to have in the file because the County acted as a pass through agency for the Library for Federal Funds in 2020 under the Coronavirus Relief Fund Program that was operated by the State. This agreement is just to, again, have in our file in the event that the County's use and disbursement of those funds are audited. We have one (1) with Ohio Township. They were another entity we issued pass through funds to. So, we just need one (1) for the Library as well. And it's be executed by the Library and approved at their most recent board meeting already.

Commissioner Phillippe: Very good. I'll entertain a motion.

Commissioner Saylor: I'll make a motion to approve the Interlocal Agreement with Newburgh/Chandler Public Library.

Commissioner Johnson: Just a second. John, how long does this last?

John Goth: It lasts through 2021, I believe. It's just in the event that, the SBOA has recommended, strongly, that we have this in place.

Commissioner Johnson: I don't see the end date on it anywhere. Where would I find that?

Roger Emmons: I saw, I saw in one (1) section of it, 12-31-2024 on previous grant agreements.

Commissioner Saylor: I don't know. Does it have to have an end date? I just thought they wanted an agreement in place for the monies that were already disbursed.

John Goth: They do, but they want an agreement in place, so when they come to audit, whichever time, whenever that could be, that there's a paper trail for all the funds that's disbursed and, so that the Library didn't use the funds the County granted to it to go and buy the Director a new boathouse. They used them to, you know, buy face masks, materials, and so there is a limit on here and a time frame in here, I believe.

Roger Emmons: Of course, we need that paper trail too.

John Goth: Exactly.

Commissioner Johnson: So, John, you said there is a, a date in here, an end date?

John Goth: Yeah. Yeah, I mean, there's, in the agreement there's a records requirement for how long you're required to keep the records.

Commissioner Johnson: Okay.

John Goth: And that would correspond with however long this agreement lasts.

Commissioner Johnson: I'll second.

Commissioner Phillippe: Very good. Have a first and a second. All in favor say, aye.

Commissioner Saylor: Aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

John Goth: Thank you.

(Newburgh/Chandler Public Library Interlocal Agreement is located on Pages 28 through 30 of these Official Minutes)

INTERLOCAL AGREEMENT WITH THE TOWN OF NEWBURGH PURCHASE AND SALE OF ROAD SALT

John Goth: The next Interlocal Agreement is with the Town of Newburgh. I don't know if Bobby has anything on this or if he wants to speak to any of it. But, this agreement, it allows for Newburgh to purchase road salt from the County under the same terms and conditions that the County has currently purchased it in the event the County has leftover salt in its inventory and inclement weather rears its head again. This just kind of frees up a little bit of red tape, so we don't have to an agreement in place before we sell them the salt when they need it.

Bobby Howard: It's not every year that we have to do this, but they request it sometimes if they're running low. And in the spirit of cooperation, we try to help out safety issues like that.

Commissioner Phillippe: Makes sense.

John Goth: This has been approved by the Town Council already.

Commissioner Phillippe: Okay, I'll entertain a motion.

Commissioner Johnson: Make a motion to enter into the Interlocal Agreement for purchase of road salt with the Town of Newburgh.

Commissioner Saylor: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Newburgh Interlocal Agreement is located on Page 31 of these Official Minutes)

COMMERCIAL LEASE AGREEMENT FOR PUBLIC DEFENDER'S OFFICE

John Goth: The next item is a Commercial Lease Agreement for the Public Defender's Office. This agreement is so the Public Defender can have a physical office over in Boonville. And I would recommend tabling this at this meeting. We received it, but there are a few questions that I think need to be answered. A few core terms specifically when it comes to rent payment structuring and those types of things. So, those are questions that we, could be answered between now and the next meeting.

Commissioner Phillippe: I have not had a chance to look at this at all.

Commissioner Saylor: Yeah, and I've got some questions on it too. I'd like to have somebody here to answer some questions. Why did we go through the, you know, expanding that office in the Judicial Center if they need more space this soon? You know? So, I make a motion to table the Commercial Lease Agreement.

Commissioner Johnson: And I'll second.

Commissioner Phillippe: Alright. I've got a first and a second to table. All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

ORDINANCE AMENDING THE CAPITAL IMPROVEMENT PLAN VICTORIA WOODS PROJECT

John Goth: The last is an Ordinance amending the Capital Improvement Plan. This is one (1) that I also recommend tabling at this time. We are, we are shoring up the definition of this project and potentially adding one (1) or two (2) more projects to the Capital Improvement Project. And those details will be finalized again before the April 12th meeting.

Commissioner Saylor: John, that won't, so, the, the trail was the main thrust behind this, right?

John Goth: I believe so.

Commissioner Saylor: That won't delay anything with that? Because they wanted to get that in before.

John Goth: I don't think so.

Commissioner Saylor: Okay.

John Goth: I was told that it's perfectly fine for us to wait until the April 12th meeting and nothing will be delayed by that.

Commissioner Saylor: Okay. I make a motion to table the, amending the Capital Improvement Plan for Victoria Woods Project.

Commissioner Johnson: I'll second.

Commissioner Phillippe: I've got a first and a second to table. All in favor say, aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

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

Roger Emmons: And those items will be tabled to the Board's April 12th meeting.

John Goth: Correct.

Commissioner Phillippe: Thank you, Roger.

COUNTY AUDITOR
NON-CERTIFIED CLAIMS

Commissioner Phillippe: Alright. Next up is the County Auditor.

Auditor Stevens: Okay, first I have, I'll do Non-Certified Claims. I have Health Department, clothing purchase, four hundred sixty-seven dollars and eighty cents ($467.80). There were, there were no employee names for the purchases.

Commissioner Johnson: Is this a repeat from last month, our last meeting?

Auditor Stevens: Well, I thought it was the other portion of the last month's invoice, but, that the Commissioners were paying. But, I think Heather weighed in and said no, this is a different claim altogether. So, additional purchases.

Commissioner Phillippe: Okay.

Auditor Stevens: Of jackets and parkas.

Commissioner Phillippe: Is that the only one (1)?

Auditor Stevens: The last invoice was split. That's why I thought the four-sixty-seven ($467.00) was the Commissioners portion that was being paid this time.

Commissioner Phillippe: Okay.

Auditor Stevens: But, two (2) separate invoices. Okay, that's, oh, one (1) more. You want to approve those together. There was a, an agreement, this is an invoice for trapping, for beaver trapping. Cum Drain, a hundred seventy-five dollars ($175.00), Non-Certified, contract didn't go through a meeting. Not signed by Commissioners.

Commissioner Phillippe: Okay.

Auditor Stevens: That's it for Non-Certified.

Commissioner Phillippe: I'll entertain a motion to pay the claims.

Commissioner Johnson: So moved.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

(Non-Certified Claims are located on Page 21 of these Official Minutes)

PANDEMIC CLAIM VOUCHER

Auditor Stevens: Okay, I have one (1) claim for the Pandemic Fund. We were going to present these out separate from the other claims. This is for three…three thousand nine hundred eighty-three dollars and eighteen cents ($3,983.18), Castle Band Boosters. We have the grant agreement and everything for that now as well.

Commissioner Phillippe: And that's the only one (1)?

Auditor Stevens: Pardon?

Commissioner Phillippe: That's the only one (1)?

Auditor Stevens: For, yes, for this money, for pandemic. Yes.

Commissioner Phillippe: For now. For this, very good. Okay. I'll entertain a motion.

Commissioner Johnson: You need…? Okay, I'll make that motion.

Commissioner Saylor: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Pandemic Claim Voucher is located on Page 21 of these Official Minutes)

CERTIFIED CLAIMS VOUCHER

Auditor Stevens: Okay, last, is all Certified Claims. One million seven hundred fifty-one thousand six hundred ninety-five dollars and ninety-two cents ($1,751,695.92). That's one-seven-five-one-six-nine-five-point-nine-two ($1,751,695.92).

Commissioner Saylor: I make a motion to pay the claims.

Commissioner Johnson: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

(Certified Claims Voucher is located on Pages 22 through 25 of these Official Minutes)

PAYROLL CLAIM VOUCHER

Auditor Stevens: Alright, and last I have Payroll. This is for Payroll, pay date, Monday, March 15th. There are fifteen (15) Non-Certified departments for a total, a total of all departments is five hundred thirty-six thousand three hundred ninety-five dollars and sixty-five cents ($536,395.65). Five-three-six-three-nine-five-point-six-five ($536,395.65).

Commissioner Phillippe: Very good.

Commissioner Johnson: Make a motion to pay the Payroll.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: (Inaudible).

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

Auditor Stevens: Alright. That's all I have.

Commissioner Phillippe: Thank you.

Auditor Stevens: Thank you.

(Payroll Claim Voucher is located on Page 25 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
BRIDGE 113 CONTRACT WITH AMERICAN STRUCTUREPOINT

Commissioner Phillippe: Alright. Next up is our County Highway Engineer and Highway Superintendent. Bobby?

Bobby Howard: Thank you. The first item I have is the Bridge 113 Construction Inspection Contract with American Structurepoint. This has been through INDOT's review and they have authorized us to sign this. It is for the amount of two hundred thirty-nine thousand seven hundred and eleven dollars and twelve cents ($239,711.12). And that includes additional funding of roughly seventy-seven thousand dollars ($77,000.00) that I was able to acquire. So, it makes it a full eighty/twenty (80%/20%) split.

Commissioner Phillippe: Great job. Thank you. Alright, I'll entertain a motion to approve the contract.

Commissioner Johnson: Make a motion to approve the contract for Bridge 113.

Commissioner Saylor: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(American Structurepoint Contract is located on File in the Auditor's Office)

NEWBURGH SEWER REQUEST TO CLOSE OAK GROVE ROAD FOR SANITARY SEWER INSTALL NEAR WETHERS ROAD

Bobby Howard: The next thing I have is a request from Newburgh Sewer. They have a couple of, they have a force main and a gravity line upgrade. It is part of their Victoria Lift Station Improvement Project. And they would like to, well one (1) is just to bore under Oak Grove Road, which is not really a problem. The other one (1) is a road cut and a request for a closure for three (3) days at, just west of the intersection of Oak Grove and Wethers Road to, upgrade to their lift stations. I asked as to why this cannot be bored and we did look at some of the information that they gave us. There is a lot of utilities in the corner where they're wanting to come in and they are concerned that they would not be able to bore through the amount of utilities that are there without damaging something and they're wanting to open it up. They will also be casing these lines as well.

Commissioner Saylor: How deep do they have to go down, Bobby?

Bobby Howard: Five (5) feet.

Commissioner Saylor: Five (5) feet.

Commissioner Phillippe: How old is the road they're wanting to cut?

Bobby Howard: How, what now?

Commissioner Phillippe: How old is the road they're wanting to cut?

Commissioner Saylor: Three (3) or four (4) years old.

Bobby Howard: Four (4) to five (5) years.

Commissioner Saylor: Brand new road.

Commissioner Phillippe: Right.

Bobby Howard: So, so, if we'd do allow the closure, we would come back and, because of the age of the road and everything, not only do the backfill requirements, but we'd also want the cut overlaid on either side of the cut and milled in to the existing roadway so it's a smooth transition. The three (3) day closure, I'm trying to find out exactly when those three days will need to be and why it has to be a full three (3) days.

Commissioner Saylor: You know with five (5) feet, so, they don't have to stair it back or anything? Step it back, the cut? So, that's pretty shallow.

Bobby Howard: I told them I was bringing it up to this meeting tonight. I don't think anyone's in attendance.

Commissioner Phillippe: When is the proposed work?

Commissioner Johnson: We don't have a date.

Commissioner Saylor: Doesn't have a date.

Commissioner Phillippe: Roughly?

Bobby Howard: They don't have a date on here. I would, usually, we get these three (3) or four (4) months in advance.

Commissioner Saylor: And that's, that's, that's going to be east of the park entrance still, right?

Bobby Howard: Yes, yes.

Commissioner Saylor: Can they not plate that? Is five (5) feet too wide to plate? Steel plate?

Bobby Howard: Depth-wise. I don't know on width. We haven't seen the cut width. Depth, they're five (5) feet. But, they are, I think it was a sixteen (16) inch force main. So, yeah, it'll be, it'll be too close, a little close to be able to plate it.

Commissioner Saylor: Will it?

Bobby Howard: The detour would be Roslin to Vann. Or Wethers to Vann, I guess.

Commissioner Saylor: Yeah, Wethers to Vann.

Bobby Howard: (Inaudible).

Commissioner Phillippe: That's Dan's District. I'm a little sensitive to cutting a brand new road.

Commissioner Saylor: Well, I know I've just had this discussion about all these cuts that are happening and happening to new roads. One (1) and two (2) year old roads and they're starting to settle and I get griped at each day by my wife. So, I'm tired of hearing her.

Bobby Howard: The flowable fill, back fill was another option to consider as well, to add that to the requirements to prevent the settlement.

Commissioner Phillippe: In your opinion, is there, if we ask them to go back to the drawing board, is that too much to ask for?

Bobby Howard: I don't know that they're going to find another option with, with the amount of utilities that are here. I mean, we can ask.

Commissioner Saylor: Do you think they'll balk? Do you think they'll balk against the flowable fill? I mean what does that add to a project? Especially since it's not real deep.

Bobby Howard: It's not real deep so…

Commissioner Saylor: Yeah.

Bobby Howard: It shouldn't be that bad. So, from my prospective, our specifications, they need to follow. So.

Commissioner Saylor: Yeah, I like the…

Bobby Howard: If they want to cut the road and do this, then they need to go back with what we request.

Commissioner Saylor: I like the flowable fill and the wedge and level it back in, other than just to the cut.

Commissioner Phillippe: Yep. So, if we, we approve, we're approving putting it back like you say?

Bobby Howard: The closure and the specifications, yeah.

Commissioner Johnson: I'd like to know a time frame at least. When they're planning on doing this.

Bobby Howard: We put in our specifications that they needed to notify and have signage up at least one (1) week in advance of the road closure, so that the vehicles traveling that roadway, the public sees that in advance.

Commissioner Johnson: Okay.

Commissioner Phillippe: Okay.

Roger Emmons: Do they also notify like Central Dispatch?

Bobby Howard: Yes, they will. They'll notify that and the School Corporation.

Roger Emmons: Okay, thank you.

Commissioner Phillippe: Alright, I'll either entertain a motion to approve or potentially table, I suppose.

Commissioner Saylor: I make a motion to approve the Newburgh Sewer request, road closure to install sanitary sewer near Wethers Road. And as long as Bobby adds in those criteria to the closure agreement.

Commissioner Johnson: I'll second.

Commissioner Phillippe: Okay. I've got a first and a second. All in favor say, aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye. Motion carries three, zero (3-0). Anything else, Bobby?

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

COUNTY PURCHASING

Commissioner Phillippe: Next up is our County Purchasing Agent. Joe, do you have anything?

Joe Grassman: Nothing, Mr. President.

Commissioner Phillippe: Very good.

COUNTY SHERIFF

Commissioner Phillippe: Next item is our County Sheriff. He's on vacation. Chief Kruse, you have anything?

Chief Deputy Sheriff Kruse: No.

Commissioner Phillippe: Very good.

COUNTY BUILDING INSPECTOR
PURCHASE OF VEHICLE FOR PART-TIME INSPECTOR

Commissioner Phillippe: Bob?

Commissioner Johnson: No.

Commissioner Phillippe: Dan?

Commissioner Saylor: I don't have anything but do you have, do you have something? Dennis?

Dennis Lockhart: Dennis Lockhart, I'm the County Dog Catcher. No, I'm just, County Building Inspector. I need to purchase another truck which will make two (2) trucks in the department instead of just one (1). I've got a part-time helper. I've been training for two (2) years. He's finally gotten to where I can let him go. I feel secure enough to let him do that. And I've been using my own personal truck, putting gas in and everything when he's using the County truck which is two (2) or three (3) days out of the week. So, I asked the County if they had any extra vehicles and they did. One (1) was sixteen (16) years old, one (1) was seventeen (17) years old and they both had three hundred thousand (300,000) miles on them. So, that really wasn't an option. We put a lot of miles on our vehicles. So, that's what I was here tonight, is to kind of get permission to purchase a truck and I think we're supposed to get pricing tomorrow.

Roger Emmons: Have you got the funds in your budget?

Dennis Lockhart: Yeah, I've got over four hundred thousand ($400,000.00).

Roger Emmons: Okay. I knew you had quite a bit.

Commissioner Saylor: I tell you what. Dennis, I know that Vanderburgh County Department has six (6) to eight (8) people that, that, that does what you do, and we have more starts than they do.

Dennis Lockhart: Yeah.

Commissioner Saylor: So, I would, I have no problem with this and I know Dennis has been using his personal truck for what?

Dennis Lockhart: Six (6) months.

Commissioner Saylor: At least six (6) months.

Commissioner Saylor: I know, I know you were using that sometime last year I think

Dennis Lockhart: Yeah.

Commissioner Saylor: So, I have no problem supporting this.

Commissioner Phillippe: Yeah, I apologize. I didn't know you were coming. You and I've talked about this. I support it as well.

Dennis Lockhart: Yeah, yeah.

Commissioner Johnson: Dennis, I'm sorry. I didn't know you were using your own vehicle. I thought you had one (1).

Dennis Lockhart: Well, I kept thinking it was going to slow down a little bit. It doesn't show any indications of slowing down at all.

Commissioner Johnson: You guys are busier than I'll get out. So, I have no problem with it at all.

Roger Emmons: I think a consensus is (inaudible).

Dennis Lockhart: Yeah, okay.

Commissioner Saylor: Consensus good enough?

Commissioner Phillippe: Consensus is good.

John Goth: Consensus and then you can ratify it next meeting.

Dennis Lockhart: I think we've only got, I don't know how many you sent out, to, to…

Joe Grassman: Sent out five (5).

Dennis Lockhart: And we've only got one (1) person that's bid on it.

Commissioner Phillippe: Wow.

Dennis Lockhart: That's Law.

Commissioner Phillippe: That's crazy.

Commissioner Johnson: Why is that?

Commissioner Phillippe: Short supply on vehicles?

Joe Grassman: Long story short, you know, they advertise on t.v., we'll beat anybody's price. And when it comes right down to it, they don't want to, it's too much trouble for them to go up against other dealers.

Commissioner Phillippe: (Inaudible) market.

Commissioner Saylor: What…

Joe Grassman: We've got some bad publicity in the past over a few deals they thought they were taken advantage of.

Commissioner Johnson: Okay.

Dennis Lockhart: And one (1) good thing about buying from them, if I'm able to do that, is anytime you need the truck serviced or if there's something wrong with it, it's right here and I don't have to go to Evansville…

Commissioner Saylor: Or Jasper or someplace else.

Dennis Lockhart: Yeah.

Commissioner Phillippe: Yep.

Commissioner Johnson: Well, there you go, Sir.

Commissioner Saylor: You've got a consensus.

Dennis Lockhart: Thank you.

Commissioner Phillippe: Yep.

Commissioner Johnson: Well, there you go, Sir.

Commissioner Saylor: You've got a consensus.

Dennis Lockhart: Thank you.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Phillippe: Anything else?

Commissioner Johnson: I have nothing.

Commissioner Phillippe: I have nothing. Entertain a motion to adjourn.

Commissioner Johnson: So moved.

Commissioner Saylor: Second.

Commissioner Phillippe: All in favor?

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:45 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

TERRY PHILLIPPE, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

DAN SAYLOR, MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

March 22, 2021
Bellevue Sec. 1
LOC Reduction for
streets, drainage, sidewalks

BOARD OF COMMISSIONERS:

President

Member

Member

ATTEST:

Auditor
Date: 3/22/2021

CASH WAGGNER
& ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

February 26, 2021

3/22/21
Sent as amended

Warrick County Area Plan Commission
107 West Locust Street
Courthouse, Room 201
Boonville, IN 47601

RE: Bellevue Subdivision – Section 1
Street Certification
Project No.: 15-2195

The construction of the roadways within the subject project is partially complete and ready for inspection. All streets were constructed with 1½ inches of bituminous surface, 2½ inches of bituminous binder, six inches of compacted aggregate base, No. 53 stone and 2' concrete roll curb and gutter.

Items remaining to be completed:

1. 35 tons of 1½ inches of bituminous surface for 160-LF of Terrace Drive - $2,800.00
2. 9 - Thermoplastic Stop Bars - $750.00

Sub-total Cost to Complete Street Construction = $3,550.00

10% Contingency = $355.00

Total Cost to Complete Street Construction = ~~$3,905.00~~ $25,000

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.

Sincerely,

Glen Meritt, Jr.
Project Engineer

cc: File

FILED
MAR 02 2021
WARRICK COUNTY
AREA PLAN COMMISSION

T:\Jobs\2195\Documents\STREET CERT Ltr Sect1 Feb 2021.doc

414 CITADEL CIRCLE, SUITE B
EVANSVILLE, IN 47715

PH: 812.401.5561
FAX: 812.401.5563

CASH WAGGNER
& ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

February 26, 2021

3/22/21

Warrick County Area Plan Commission
107 West Locust Street
Courthouse, Room 201
Boonville, IN 47601

RE: Bellevue Subdivision – Section 1
Sidewalk Certification
Project No.: 15-2195

A portion of the sidewalks have been constructed within Bellevue Subdivision – Section 1.

Items remaining to be completed:

1. 1,245-LF of 4' sidewalk on Angel Drive @ $15.00/LF - $18,675.00
2. 61-LF of 4' sidewalk on Cayman Court @ $15.00/LF - $915.00
3. 686-LF of 4' sidewalk on Crenshaw Drive @ $15.00/LF - $10,290.00
4. 318-LF of 4' sidewalk on Chadwick Drive @ $15.00/LF - $4,770.00
5. 366-LF of 4' sidewalk on Sable Way @ $15.00/LF - $5,490.00
6. 133-LF of 4' sidewalk on Terrace Drive @ $15.00/LF - $1,995.00

Sub-total Cost to Complete Sidewalk Construction = $42,135.00

10% Contingency = $4,213.50

Total Cost to Complete Sidewalk Construction = $46,348.50

We ask that you approve the sidewalk cost estimate.

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

Sincerely,

Glen Meritt, Jr.
Project Engineer

cc: File

FILED
MAR 02 2021
WARRICK COUNTY
AREA PLAN COMMISSION

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414 CITADEL CIRCLE, SUITE B
EVANSVILLE, IN 47715

PH: 812.401.5561
FAX: 812.401.5563

CASH WAGGNER & ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

February 26, 2021

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

RE: Bellevue Subdivision – Section 1
Drainage Certification
Our Project No.: 15-2195

On behalf of the developer, CD Real Estate Development, Inc., we request that the current letter of credit for drainage improvements in the amount of ~~$6,680.00~~ $14,500 be extended for one year for Bellevue Subdivision – Section 1.

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

Sincerely,
CASH WAGGNER & ASSOCIATES, PC

Glen Meritt Jr., P.E.
Project Engineer

Cc: File

FILED
MAR 02 2021
WARRICK COUNTY
AREA PLAN COMMISSION

414 CITADEL CIR. • SUITE D • EVANSVILLE IN 47715
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EVANSVILLE • JASPER WWW.CASHWAGGNER.COM

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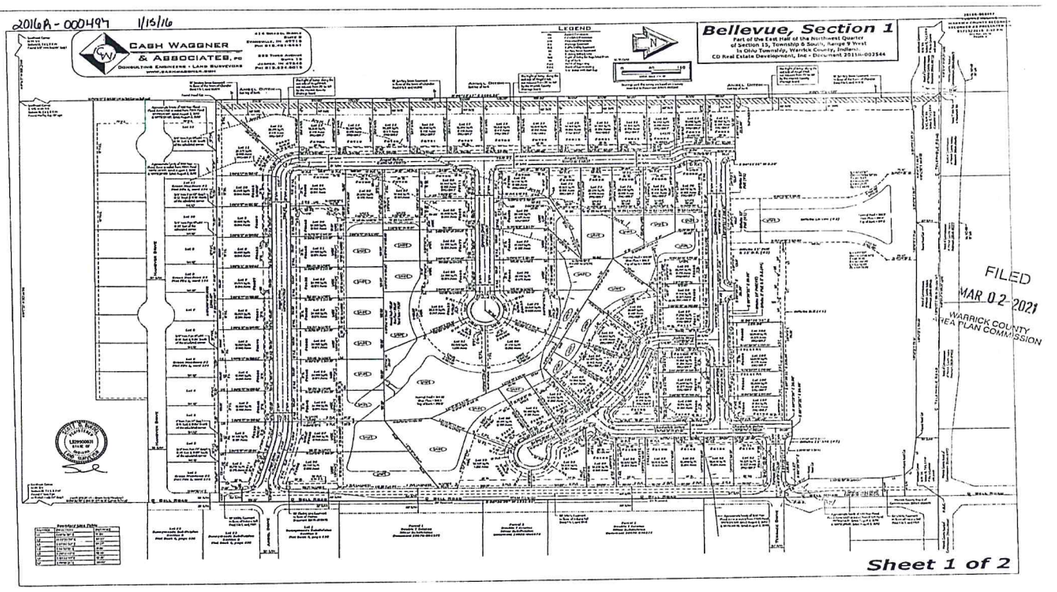

FILED
MAR 02 2021
WARRICK COUNTY
AREA PLAN COMMISSION

APPROVED MAR 22 2021

FILED
MAR 23 2021

PSP COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of April 1, 2021 ("**Effective Date**") by and between **Power Systems Properties, LLC**, an Indiana limited liability company whose mailing address is P.O. Box 1221, Newburgh, Indiana 47630 ("**Landlord**"), and Ohio Township Assessors by Warrick County Commissioners, with its principal place of business located at 8211 Bell Oaks Road, Unit D, Newburgh, Indiana 47630 (the "**Tenant**").

WHEREAS, Landlord owns certain real estate commonly known as High Pointe Center located at 8211 Bell oaks dr. in Newburgh, Indiana, consisting of a retail strip center building and parking lot, and

WHEREAS, Tenant desires to lease the Real Estate from Landlord for the purpose of Conducting business involving Ohio Township Assessor or other related county business in accordance with the terms set forth in this Lease.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, agree as follows:

1. **PREMISES**. Landlord hereby agrees to lease to Tenant, and Tenant hereby agrees to lease from Landlord, the Premises for use by Tenant in Ohio Township Assessor or other related county business.

2. **TERM AND TERMINATION**. The initial term of this Lease shall commence on the Effective Date hereof and expire in Twenty-four (60) months at midnight on March 31, 2026, unless sooner terminated by the parties as provided herein (the "**Lease Term**"). The Lease Term may be extended by written agreement of both parties.

3. **RENT**. Tenant shall pay rent on the Premises to Landlord at Landlord's mailing address hereinafter specified, or at such other place as Landlord may from time to time designate in writing, without relief from valuation or appraisement laws, an annual total rental of Ninety-One Thousand Five Hundred Dollars ($91,500.00) payable in equal monthly installments of Fifteen Hundred and Twenty five Dollars ($1,525.00), payable in advance, on the first day of each month, for such portion of the Lease Term (the "**Rent**"). In the event said Rent shall not be paid on or before the fifth (5th) day of the month, Landlord, without waiving any other rights it may have under this Lease, may charge eighteen percent (18%) interest per annum, compounded monthly, on any and all delinquent installments of Rent from thirty (30) days following the due date thereof and recover reasonable attorneys' fees and other costs incurred in the collection of such delinquent Rent.

4. **LANDLORD OBLIGATIONS**. It is understood and agreed that except as specifically provided herein, Landlord shall pay: (i) all real estate taxes and special assessments levied against the Premises; (ii) all casualty insurance upon the improvements located on the Premises; and (iii) the cost of all structural maintenance, repair, replacement, including the roof and foundation of the Premises, and other upkeep of the Premises, all as set forth herein.

5. **SECURITY DEPOSIT**. Landlord shall not require a security deposit from Tenant to guarantee compliance with the terms of this Lease.

6. **UTILITIES**. Tenant shall be solely responsible for obtaining water and sewer, electrical, heat, gas, and telephone services, cleaning/janitorial, trash and waste collection services for the Premises, and obtaining, in its own name and at its own expense, any cable television, internet, data or any other services required by Tenant. Landlord shall not be liable to Tenant, Tenant's agents, servants, employees, customers or guests, for any failure, inadequacy or interruption of any of the utilities or responsibilities of Landlord stated herein from any cause. TENANT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LANDLORD FROM AND AGAINST ANY AND ALL COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES), LIABILITIES, LOSSES, DAMAGES, SUITS, ACTIONS, FINES, PENALTIES, CLAIMS OR DEMANDS OF ANY KIND ASSERTED BY OR ON BEHALF OF TENANT OR ANY OTHER PERSON, ENTITY, OR GOVERNMENTAL AUTHORITY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH, ANY AND ALL DAMAGE CAUSED BY ELECTRICITY, GAS, COMPRESSED AIR, WATER OR STEAM OR PIPES, APPLIANCES OR EQUIPMENT FOR CONVEYING THE SAME, OR THE BURSTING, LEAKING, COVERFLOWING OR STOPPAGE OF SUCH PIPES, APPLIANCES OR EQUIPMENT OF ANY KIND, EXCEPT IN THE EVENT OF LANDLORD'S SOLE NEGLIGENCE.

7. **TAXES**. Landlord agrees to pay all property taxes and special assessments imposed against the Premises which become due and payable during the Lease Term. Tenant agrees to pay all personal property taxes assessed and which become due and payable, with respect to any of Tenant's fixtures, furnishings, equipment, inventory and all other personal property located on the Premises during the term of this Lease, together with any and all other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises. All such taxes shall be paid before the same become delinquent or charged against the Premises.

8. **REPAIRS, MAINTENANCE AND REPLACEMENT**. During the Lease Term, Tenant shall be responsible for providing, maintaining and repairing any and all equipment, fixtures, furnishings or other items placed in the Premises as may be necessary or desired for Tenant's operations. Tenant agrees to keep the Premises in neat and clean condition, free of trash and debris, and at all times in compliance with all applicable federal, state or local statutes, rules, regulations or ordinances, including but not limited to requirements of the Americans with Disabilities Act, all OSHA regulations, and all health codes. Landlord agrees, at its own expense, to keep in good repair and maintain the interior of the Premises, including but not limited to windows, doors, carpeting and wall coverings. Landlord further agrees that Landlord shall be responsible for the cost of any necessary repairs to the heating, ventilation and air conditioning system which may be necessary to bring such system into a condition suitable for Tenant's purposes, and Landlord shall, at its own expense, maintain and keep such system in good repair during the term of this Lease. Landlord agrees to provide maintenance, repair, and replacement for all other systems and structural components of the Premises, including, but not limited to, the exterior grounds, the parking lot, the exterior lighting, the roof and the exterior of the building on the Premises, and all plumbing and electric lines, pipes, exterior walls and floors of the building; provided, however, Tenant shall be responsible for any and all damages caused, in whole or in part, by acts or omissions of Tenant, its employees, agents, or invitees. Landlord shall provide reasonable advance notice to Tenant of any maintenance, repair or replacement activities which will affect the Premises or Tenant's manner of use or operations therein, and Landlord shall coordinate its entry into the Premises with Tenant. TENANT ACKNOWLEDGES THAT IT IS LEASING THE PREMISES IN AN "AS IS" CONDITION, AND HAS MADE A VISUAL INSPECTION OF THE CONDITION OF THE PREMISES, AND ACKNOWLEDGES THAT NO EXPRESS REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE WITH RESPECT TO THE CONDITION OF THE

PREMISES AND TENANT HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

10. **RISK OF LOSS**. All property placed in the Premises by Tenant, or Tenant's agents, servants, employees, customers, invitees and guests, shall be at the sole and only risk of Tenant, and Landlord shall not be responsible to Tenant, nor Tenant's agents, servants, employees, customers, invitees and guests for any damage or loss thereof, or for any fire, theft, burglary or embezzlement thereof and TENANT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LANDLORD FROM AND AGAINST ANY AND ALL COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPERT'S FEES), LIABILITIES, LOSSES, DAMAGES, SUITS, ACTIONS, CLAIMS, OR DEMANDS OF ANY KIND ASSERTED BY OR ON BEHALF OF TENANT OR ANY OF TENANT'S AGENTS, SERVANTS, EMPLOYEES, CUSTOMERS, INVITEES OR GUESTS FOR ANY SUCH DAMAGE OR LOSS, OR FOR ANY SUCH FIRE, THEFT, BURGLARY OR EMBEZZLEMENT.

11. **DAMAGE OR DESTRUCTION OF PREMISES**. In the event the Premises are damaged or destroyed partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained by Tenant under this Lease, then Landlord may elect to repair, restore and rebuild the Premises to its condition existing immediately prior to such damage or destruction (exclusive of improvements to the Premises made by Tenant subsequent to the date of this Lease), in which event this Lease shall continue in full force and effect, or Landlord may elect to terminate this Lease by giving written notice of such election to Tenant within thirty (30) days following the date the Premises is damaged or destroyed, and this Lease shall thereupon terminate thirty (30) days after the date of such notice. If the Landlord does not elect to terminate this Lease, then such repair, restoration and rebuilding shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion, and this Lease shall continue in full force and effect, without abatement of rent. However, in no event shall Landlord be responsible to make any such repairs or restoration in an amount in excess of the insurance proceeds covering the loss. Notwithstanding Landlord's rights set forth above, in the event more than sixty percent (60%) of the Premises are destroyed by fire or other casualty, (measured by insurable value), rendering the Premises untenable for a period of ninety (90) days following said casualty, this Lease may be terminated by either party upon ten (10) days written notice to the other party.

12. **INSURANCE**. Landlord shall, commencing on the Effective Date hereof, and continuing thereafter at all times during the Lease Term, keep the Premises and all improvements which are now or hereafter a part of the Premises insured at their replacement cost against loss or damage by fire, hail, windstorm, tornado, earthquake and the extended coverage hazards with loss payable to Landlord. Tenant shall reimburse Landlord each month for the monthly premium cost of such insurance as Additional Rent. Also during the Lease Term, Tenant shall keep in full force and effect a policy or policies of comprehensive general liability insurance on an occurrence basis insuring against liability with respect to property loss or damage, death, or personal injuries sustained by employees, customers, business visitors, and guests upon the Premises with policy limits of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate, with Landlord as an additional named insured on such policy or policies. Tenant shall also maintain worker's compensation coverage to the extent required by law. Tenant shall upon request provide written evidence to Landlord of the existence of such insurance.

Such policies shall provide that they shall not be modified or canceled without first giving Landlord ten (10) days' written notice thereof.

14. **ALTERATIONS AND ADDITIONS**. No alteration, addition, improvement or installation to the Premises shall be made or permitted to be made by Tenant without prior written consent of Landlord. Upon receiving such written consent, Tenant shall be responsible for payment of any and all costs associated in any way with the design, construction, and completion of such alteration, addition, improvement, or installation. Unless Landlord requires their removal as set forth herein, all alterations, additions, and improvements which may be made to the Premises shall, upon expiration or sooner termination of Lease Term, by lapse of time or otherwise, become the property of Landlord and remain upon and be surrendered with the Premises. Tenant agrees to repair any damage to the Premises caused by, or in connection with, the removal of any articles of personal property, trade fixtures, alterations and improvements including, without limitation, repairing the floor and patching and painting all walls where required by Landlord, to Landlord's reasonable satisfaction. TENANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LANDLORD, WITHOUT LIMITATION AS TO TIME OR AMOUNT, FROM ANY LOSS OR DAMAGE (INCLUDING ATTORNEYS' FEES AND OTHER COSTS FOR LITIGATION) AND ANY AND ALL CLAIMS OR DEMANDS ARISING OUT OF OR IN CONNECTION TO ANY SUCH ALTERATION OR ADDITION.

15. **MECHANIC'S LIEN**. Tenant shall not permit any statement of intention to hold a mechanic's lien to be filed against the Premises or any part thereof, nor against any interest or estate therein by reason of labor, services, or materials claimed to have been performed or furnished to the Premises or to or for Tenant and TENANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LANDLORD, WITHOUT LIMITATION AS TO TIME OR AMOUNT, FROM ANY LOSS OR DAMAGE (INCLUDING ATTORNEYS' FEES AND OTHER COSTS FOR LITIGATION) AND ANY AND ALL CLAIMS OR DEMANDS BY ANY CONTRACTOR, SUBCONTRACTOR, MATERIALMAN, LABORER, OR ANY OTHER THIRD PERSON AGAINST THE PREMISES OR LANDLORD RELATING TO OR ARISING BECAUSE OF SUCH WORK OR MATERIALS. If such statement of intention to hold a mechanic's lien shall be filed, Landlord at its option may compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor. If any such statement of intention to hold a mechanic's lien shall be filed and an action commenced to foreclose the lien, Tenant shall, upon demand by Landlord, cause the lien to be released and shall obtain an order from the Court releasing the property from such lien. Nothing in this Lease shall be deemed or construed to constitute a request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration, or repairing of the Premises; nor as giving Tenant the right or authority to contract, authorize or permit the performance of any labor or services or the furnishing of any material which would permit the attaching of a valid mechanic's lien.

17. **NO ENCUMBRANCE BY TENANT**. Tenant hereby agrees and represents that Tenant shall not now or at any time during the Lease Term hypothecate, pledge or encumber all or any portion of the Premises, this Lease, Tenant's interest in this Lease or the leasehold estate created hereby, by mortgage or any other security instrument without, in each instance, the express prior written consent of Landlord, which any such consent shall be at Landlord's sole discretion.

18. **LANDLORD'S RIGHT TO ENTRY**. Landlord, and its employees, servants, and agents shall have the right to enter the Premises at all reasonable times for the purpose of examining,

or inspecting the Premises to see that Tenant is complying with all of its obligations hereunder, and showing the same to prospective purchasers, mortgagees or tenants of the Landlord. Workmen, authorized by Landlord, may enter to make or facilitate repairs in any portion of the Premises, but shall not unreasonably interfere with Tenant's operations. If representatives of Tenant shall not be present to open and permit entry into the Premises at any time when such entry by Landlord is necessary or permitted pursuant to any provision of this Lease, Landlord may enter by means of a master key (or forcibly in the event of an emergency) without liability to Landlord and without such entry constituting an eviction of Tenant or termination of this Lease.

19. CONDEMNATION. If the whole or a portion of the Premises shall be condemned or taken either permanently or temporarily for any public or quasipublic use or purpose, under any statute or by right of eminent domain, and such condemnation or taking does not preclude Tenant's continued use of the Premises, this Lease shall remain in full force and effect, without abatement or reduction of rent. Tenant shall have no claims against Landlord for the value of any unexpired term of said Lease.

If the whole or a portion of the Premises shall be condemned or taken either permanently or temporarily for any public or quasipublic use or purpose, under any statute or by right of eminent domain, and such condemnation or taking precludes Tenant's current use of the Premises, then, and in that event, Tenant may terminate this Lease effective as of the date of possession of the Premises by such condemning authority, and Tenant shall have no claims against Landlord for the value of any unexpired term of said Lease.

In the event any part of the Premises shall be permanently taken or condemned or transferred by agreement in lieu of condemnation for any public or quasipublic use or purpose by any competent authority, whether or not this Lease shall be terminated, the entire compensation award therefor, both leasehold and reversion, shall belong to Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all of Tenant's right, title, and interest to any such award. However, Landlord shall not be entitled to any award specifically made to Tenant for the relocation, taking of Tenant's trade fixtures, or furniture, and any and all other amounts as shall be separately awarded to Tenant by the condemning authority. Tenant shall have the right to appear in any such condemnation proceeding with respect to Tenant's interest. Both Tenant and Landlord shall cooperate with one another in such condemnation and shall execute all documents required to that end.

20. UNAVOIDABLE DELAY. In the event that either party shall be delayed or hindered in, or prevented from, the performance of any work, service or other act required under this Lease to be performed by the party and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil commotion, unavoidable fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work or other act shall be extended for a period equivalent to the period of such delay. In no event shall such delay constitute a termination of this Lease. The provisions of this paragraph shall not operate to excuse Tenant from the prompt payment of rent or any other monetary obligations.

21. SIGNS AND AWNINGS. Tenant may not affix to or erect upon the exterior or interior of the Premises any new or additional signs or awnings except with the written consent of Landlord.

22. COMPLIANCE WITH LAWS. Tenant shall, at Tenant's expense, comply with all laws, orders, ordinances, regulations and rules of all governmental authorities having jurisdiction and the local Board of Fire Underwriters with respect to the occupancy, use or manner of use of the Premises. Tenant shall give Landlord prompt notice of any violation or recommendation of change of which Tenant shall have received notice. All such laws, orders, ordinances, regulations and rules shall apply to Tenant and its employees, agents, licensees, invitees, assignees, subtenants and contractors. Tenant shall not permit any occupancy or manner of use of the Premises which would be injurious to the reputation of a commercial landlord or which would cause financial loss or detriment to Landlord's business interests.

23. QUIET ENJOYMENT. If and so long as Tenant pays the rent reserved hereunder and observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the entire term hereof, subject nevertheless to all of the provisions of this Lease including, but not limited to, all mortgages, encumbrances and other matters referred to in the Subordination and Attornment paragraph hereof.

24. SURRENDER OF PREMISES. Tenant shall, at termination of this Lease or the expiration of the Lease Term, or any extension thereof, surrender the Premises in as good a condition as the same are at the time possession thereof is delivered to Tenant, ordinary wear and tear excepted.

25. INDEMNIFICATION AND LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, AND REPRESENTATIVES, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, CAUSES OF ACTION, CONTROVERSIES, LIABILITIES, FINES, REGULATORY ACTIONS, SEIZURES, FORFEITURES, LOSSES, SUBROGATION CLAIMS BY TENANT'S INSURERS, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES, EXPERT WITNESS FEES AND LITIGATION OR ARBITRATION EXPENSES), WHETHER BASED ON ANY STATUTORY OR COMMON LAW, TORT (INCLUDING NEGLIGENCE) CONTRACT LAW, PRODUCT LIABILITY LAW, OR OTHERWISE, WHETHER FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR OTHERWISE (COLLECTIVELY, "CLAIMS"), ARISING FROM OR IN CONNECTION WITH:

A. ANY FAILURE BY TENANT TO PERFORM ANY OF THE AGREEMENTS, TERMS, COVENANTS OR CONDITIONS OF THIS LEASE REQUIRED TO BE PERFORMED BY TENANT;

B. ANY FAILURE BY TENANT TO COMPLY WITH ANY STATUTES, ORDINANCES, REGULATIONS, OR ORDERS OF ANY ENTITY;

C. THE INJURY TO OR DEATH OF ANY PERSON OR THE DAMAGE TO OR LOSS OF ANY PROPERTY (INCLUDING TENANT'S FIXTURES, FURNITURE, FURNISHINGS, RECORDS) OCCURRING ON OR ABOUT THE PREMISES; OR

D. THE PRESENCE, DISPOSAL, OR USE OF HAZARDOUS SUBSTANCES ON THE PREMISES CAUSED OR PERMITTED BY TENANT DURING TENANT'S OCCUPATION OF THE PREMISES.

THIS OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND SHALL APPLY WHETHER OR NOT IT IS ALLEGED THAT LANDLORD IN ANY WAY CONTRIBUTED TO THE CLAIMS OR IS LIABLE DUE TO A NON DELEGABLE DUTY. NOTWITHSTANDING THE FOREGOING, TENANT SHALL NOT HAVE ANY INDEMNITY OBLIGATION TO LANDLORD WITH RESPECT TO ANY CLAIMS THAT RESULT SOLELY FROM THE NEGLIGENCE OF LANDLORD AND THIS INDEMNITY PROVISION DOES NOT PURPORT TO INDEMNIFY LANDLORD SOLELY FOR ITS OWN NEGLIGENCE TO THE EXTENT SUCH INDEMNIFICATION IS CONTRARY TO LAW. TENANT, FOR ITSELF AND ITS INSURERS, EXPRESSLY WAIVES ANY AND ALL LIMITATIONS OR LIABILITY CAPS, IF ANY, ON TENANT'S CONTRIBUTION LIABILITY TO LANDLORD, AND ANY AND ALL STATUTORY OR COMMON LAW LIEN RIGHTS OR CLAIMS AGAINST LANDLORD, ARISING FROM ANY APPLICABLE WORKERS COMPENSATION OR DISABILITY ACTS, WHICH TENANT MIGHT OR COULD ASSERT AGAINST LANDLORD OR LANDLORD'S INSURERS IN THE EVENT OF THE PERSONAL INJURY OR DEATH OF TENANT'S EMPLOYEES, REPRESENTATIVES OR AGENTS. WITHOUT LIMITING THE FOREGOING, TENANT, FOR ITSELF AND ITS INSURERS, ALSO WAIVES ANY CLAIMS, LIENS OR OTHER RIGHTS IT MAY HAVE AS A RESULT OF BEING SUBROGATED TO ANY RIGHTS OF ITS EMPLOYEES, REPRESENTATIVES OR AGENTS.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL LANDLORD'S LIABILITY TO TENANT HEREUNDER EXCEED THE TOTAL RENT PAID BY TENANT DURING THE LEASE TERM.

27. DEFAULT BY TENANT. The occurrence of any of the following shall, at Landlord's option, constitute a material default and breach of this Lease by Tenant:

A. The vacation or abandonment of the Premises by Tenant;

B. A failure by Tenant to make payment of Tenant's Rent within five (5) days of when the same is due;

C. A failure by Tenant to make any other payment required to be made by Tenant hereunder where such failure continues for ten (10) days after receipt of written notice from Landlord;

D. A failure by Tenant to observe and perform any other provisions or covenants of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion;

E. A default by Tenant on three (3) separate occasions of the same covenant or condition to be kept, observed, or performed by Tenant, whether or not such defaults have

been corrected or cured; or

E. The making by Tenant of any assignment for the benefit of creditors; the adjudication that Tenant is bankrupt or insolvent; the filing by or against Tenant of a petition to have Tenant adjudged as bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant where the same is dismissed within sixty (60) days after the filing thereof; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located on the Premises or of Landlord's interest in this Lease (unless possession is restored to Tenant within thirty (30) days after such appointment); or the attachment, execution or levy against, or other judicial seizure of, substantially all of Tenant's interest in this Lease (unless the same is discharged within thirty (30) days after issuance thereof).

28. **REIMBURSEMENT OF LANDLORD**. Should Tenant at any time fail to do any of the things required to be done by it under the provisions of this Lease, other than payment of Rent, and should such default continue for thirty (30) days after written notice thereof from Landlord to Tenant specifying the particulars of such default, Landlord, at its option in addition to any and all other rights and remedies of Landlord in such event, may (but shall not be required to) do the same or cause the same to be done, and Tenant covenants and agrees thereupon to reimburse Tenant in connection therewith, upon demand, with interest at the rate of eighteen percent (18%) per annum.

29. **LANDLORD'S REMEDIES**. Upon the occurrence of any event of default Landlord may, at Landlord's option, exercise any or all of the following remedies, in addition to any other remedy or right Landlord has hereunder, by law or in equity, together with court costs and attorneys' fees incurred in exercising any such remedy or right:

A. With reasonable prior notice, Landlord may reenter the Premises and resume possession by an action in self help or law or equity or otherwise and without being liable in trespass or for any damages. Landlord may remove all property from the Premises and such property may be removed and stored at the cost of Tenant. The taking of possession by Landlord shall not constitute an eviction or terminate this Lease, unless Landlord so elects.

B. Landlord may terminate this Lease at any time upon the date specified in a notice to Tenant. Tenant's liability for damages shall survive such termination. Upon termination such damages recoverable by Landlord from Tenant shall, at Landlord's option, be either an amount equal to "liquidated damages" or an amount equal to "indemnity payments."

"Liquidated damages" means an amount equal to the excess of the amounts due and payable to Landlord pursuant to the terms of the Lease through the date of its termination, plus the Rent provided for in this Lease which would have been payable hereunder by Tenant, had this Lease not so terminated, for the period commencing with such termination and ending with the date set for the expiration of the then current Lease Term (hereinafter refered to as "unexpired term"), over the reasonable rental value of the Premises for such unexpired term, as well as Landlord's costs and expenses of collection, including without limitation, attorneys' fees and court costs.

"Indemnity payments" mean an amount equal to all amounts due and payable to Landlord pursuant to the terms of the Lease through the date of its termination, plus the Rent and other payments provided for in this Lease which would have become due and owing thereunder from time to time during the

unexpired term, plus the costs and expenses of collection paid or incurred by Landlord, including without limitation, attorneys' fees and court costs, plus the cost and expenses paid or incurred by Landlord from time to time in connection with:

I. Obtaining possession of the Premises;
II. Removal and storage of Tenant's or other occupant's property;
III. Cure, maintenance and repair of the Premises;
IV. Reletting the whole or any part of the Premises;
V. Repairing, altering, renovating, partitioning, enlarging, remodeling or otherwise putting the Premises, into condition acceptable to, and reasonably necessary to obtain, new tenants; and
VI. Making all repairs, alterations and improvements required to be made by Tenant hereunder and of performing all covenants of Tenant relating to the condition of the Premises;

less the Rent and other payments, if any, actually collected and allocable to the Premises or to the portions thereof re-let by Landlord during the unexpired term. Tenant shall, on demand, make indemnity payments monthly and Landlord can sue for all indemnity payments as they accrue.

30. **NOTICES**. All notices, demands, or other communications to be given or made or sent, or which may be given or made or sent, by either party hereto to the other shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To Tenant: Ohio Township Assessor
8211 Bell Oak Drive , Unit D
Newburgh, Indiana 47630

To Landlord: Power Systems Properties, LLC
Attention: Chris Kruekenberg
P.O. Box 1221
Newburgh, Indiana 47630

The address to which any notice, demand, or other communication may be given or made or sent to any party may be changed by giving written notice of such change to the other party.

31. **HOLDOVER**. If Tenant, with Landlord's consent, continues in occupancy of the Premises after the expiration of the term of this Lease, such occupancy shall not be deemed to extend or renew the term of this Lease, but such occupancy shall continue as a tenancy from month to month upon the terms, covenants, conditions and provisions and at the monthly rental in effect at the end of the Lease Term, the rental to be payable monthly in advance for the period of such occupancy.

32. **SUBORDINATION AND ATTORNMENT**. Tenant accepts this Lease subject and subordinate to all mortgages and other encumbrances which may now or hereafter be placed on or affect the Premises or any part thereof. Such subordination shall be selfoperative, and no further instrument of subordination shall be required by any mortgagee. However, in confirmation of such subordination Tenant shall execute and deliver promptly any certificates or other written assurances, designed to give effect to or provide evidence of the same which Landlord may request. In the event of a sale under any mortgage (or any note or other obligation secured thereby) to which this Lease is

subordinate, or a taking of possession of the Premises by the mortgagee or other person acting for or through the mortgagee under any mortgage to which this Lease is subordinate ("Holder"), then and upon the happening of any such events and the Holder's recognition of the continued validity of this Lease, Tenant shall attorn to and recognize the purchaser as the party who, but for this Lease, would be entitled to possession of the Premises.

33. **ESTOPPEL CERTIFICATES**. Tenant shall, at any time and from time to time, upon written request from Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is in full force and effect and unmodified (or, if modified, stating the nature of such modification), certifying the date to which the rent reserved hereunder has been paid, and certifying that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or mortgagee of all or any part of the Premises. Tenant's failure to deliver such statement within the said thirty (30) day period shall be conclusive upon Tenant that this Lease is in full force and effect and unmodified, and that there are no uncured defaults in Landlord's performance hereunder.

34. **ABANDONMENT OF TENANT'S PROPERTY**. If Tenant fails to remove any property belonging to it within thirty (30) days after any termination of this Lease, it same shall be deemed to have been abandoned by Tenant and shall become the property of the Landlord.

35. **WAIVER**. No statement, action, or omission of either of the parties hereto shall be considered to be a waiver of any right, including, but not by way of limitation, any failure of either party to insist upon the strict performance of any agreement, term or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent, by Landlord from Tenant, during the continuation of any such breach shall constitute a waiver of any such breach or any such agreement, term or condition. No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

36. **APPLICABLE LAW; JURISDICTION AND VENUE**. This Agreement shall be governed and construed under the laws of the State of Indiana, not including the choice of law rules thereof. Any litigation brought, whether sounding in contract, tort, or otherwise, pursuant to, arising out of, in connection with, related to, or incidental to this Agreement or the rights or obligations evidenced hereby, or otherwise between the parties hereto, shall be brought and maintained exclusively in a state court of general jurisdiction in Warrick County, Indiana, and the parties hereto do hereby waive all issues of personal jurisdiction or venue for the purposes of carrying out this provision.

37. **ASSIGNMENT**. Landlord may assign this Lease and sell, transfer, or convey the Premises, or any parts thereof, without the consent of Tenant. Tenant may not assign this Lease or sublet the Premises, or any parts thereof, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion; provided, however, any such permitted assignment or subletting shall not release Tenant of any of Tenant's liabilities or obligations under this Lease.

38. **BROKER'S COMMISSION**. Each party represents and warrants that neither party has caused or incurred any claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and each party shall indemnify and hold the other harmless against and from

all liabilities arising from any such claims caused or incurred by it (including the cost of attorney fees in connection therewith).

39. **NO RECORDING; MEMORANDUM**. The parties hereto agree that this Lease shall not be recorded; provided, however, at the request of either one, the parties shall execute and shall record a short-form memorandum of this Lease with the Recorder of Vanderburgh County, Indiana and the requesting party shall pay all necessary recording fees in order to have the same made a part of the records of Vanderburgh County, Indiana.

40. **INTERPRETATION**. As used in this Lease, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall be meant to include any other gender. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, strictly neither for or against Landlord or Tenant, and without implying a presumption that the terms hereof shall be more strictly construed against one party by reason of any rule of construction to the effect that a document is to be construed more strictly against the party who personally or through such party's agent prepared the same. This Lease shall bind the parties, their respective heirs, successors and permitted assigns. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof, nor shall any weight or value be given to the relative position of any part or provision hereof in relation to any other provision in determining such construction. In the event that any of the provisions of this Lease shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portion of this Lease shall remain in full force and effect. This Lease may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This instrument contains the entire agreement between the parties concerning the leasing of the Premises, and supersedes all prior oral or written understandings, agreement or contracts, formal or informal, between the parties hereto. THIS PROVISION, AND EACH AND EVERY OTHER PROVISION OF THIS LEASE MAY NOT UNDER ANY CIRCUMSTANCE BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED VERBALLY, BUT MAY ONLY BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED BY AN AGREEMENT IN WRITING EXECUTED BY ALL PARTIES HERETO.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date first above written.

POWER SYSTEMS PROPERTIES, LLC

By: _____
Chris Kruckenberg, Member

Date: 3/19/2021

"LANDLORD"

WARRICK COUNTY BOARD OF COMMISSIONERS

_____
Dan Saylor - Warrick County Commissioner

_____
Bob Johnson - Warrick County Commissioner

_____
Terry Phillippe - Warrick County Commissioner

"TENANT"

STATE OF INDIANA)
) SS
COUNTY OF WARRICK)

Before me, the undersigned, a Notary Republic, in and for said County and State, personally appeared the within named Dan Saylor, Bob Johnson, Terry Phillippe, and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 17 day of March, 2021

HEATHER LYNN SOBERG
NOTARY PUBLIC - INDIANA
WARRICK COUNTY 699184
My Comm. Expires July 18, 2024

_____
Notary Public
Heather L. Soberg
(Printed Signature)

I resided in Warrick County, Indiana,

And my commission expires 07/18/2024

STATE OF INDIANA)
) SS
COUNTY OF WARRICK)

Before me, the undersigned, a Notary Republic, in and for said County and State, personally appeared the within named Chris Kruckenberg, and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 19 day of March 2021

CANDICE N. HEUBNER
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES JUNE 13, 2025

_____
Notary Public
Candice Heubner
(Printed Signature)

I resided in Warrick County, Indiana,

And my commission expires 06/13/2025

CURRENT AS OF 3-22-21.

WARRICK COUNTY, INDIANA
PANDEMIC RELIEF FUND

Date: 3/22/2021

EXPENSE COVID Line Item Balance:	$1,106,708.97
• Board of Commissioners	
○ Plexiglass stands	($497.37)
○ Expenses to facilitate remote/telework capabilities	($434.36)
○ Legal services specific to COVID-19	($7,009.00)
Total Board of Commissioners Expenses	**($7,940.73)**
• Clerk's Office	
○ Face Masks	($308.00)
Total Clerk's Office Expenses	**($308.00)**
• Health Department	
○ Safety Platform and Testing package for administering tests and distributing vaccines;	($85,948.12)
Total Health Department Expenses	**($85,948.12)**
TOTAL EXPENSES:	($94,196.85)
REMAINING EXPENSE COVID LINE ITEM BALANCE:	**$1,012,512.12**

NON-PROFIT PANDEMIC RELIEF FUND Balance	$232,807.99
• Non-Profit Organizations	
○ 4-H Center	($250.00)
○ Warrick County Chamber of Commerce	($5,000.00)
○ Youth First, Inc. *(anticipated expenses)*	($5,000.00)
○ The Warrick Parks and Trails Foundation	($120.79)
○ Boonville Country Club	($5,000.00)
○ Kiwanis Club of Boonville, Indiana *(anticipated expenses)*	($5,000.00)
○ Muslim Association of Southern Indiana for Health Advancement (MASHIA)	($5,000.00)
○ Warrick County CASA *(anticipated expenses)*	($5,000.00)
○ Southern Indiana Resource Solutions	($5,000.00)
○ Boonville NOW	($1,662.09)
○ Boonville NOW	($3,337.91)
○ Ronald McDonald House Charities of Ohio Valley *(anticipated expenses)*	($5,000.00)
○ G.E.M. Ministries, d/b/a Studio Bee *(anticipated expenses)*	($5,000.00)
○ Rotary Club of Warrick County	($5,000.00)
○ Friends of Newburgh-Chandler Public Library *(anticipated expenses)*	($5,000.00)
○ Tri-Cap *(anticipated expenses)*	($5,000.00)
○ Women's Club of Newburgh *(anticipated expenses)*	($5,000.00)
○ Newburgh Sea Creatures	($5,000.00)

o	Newburgh Senior Center	($3,000.00)
o	Park Pals	($5,000.00)
o	Kappa Kappa Kappa (*anticipated expenses*)	($2,000.00)
o	Newburgh United Methodist Church	($2,500.00)
o	Historic Newburgh, Inc. (*anticipated expenses*)	($5,000.00)
o	Bread of Life Ministry, Inc.	($4,320.00)
o	Warrick County Young Life	($5,000.00)
o	Newburgh Girls Softball	($5,000.00)
	Total Non-Profit Organization Grant Funds	**($105,528.70)**

REMAINING NON-PROFIT PANDEMIC RELIEF FUND BALANCE: $127,279.29

Warrick County Claims for Payment
Non-Certified - Monday, March 22, 2021

Siegel's (Health Dept.)	$ 467.80	No names given for the clothing inventory.
Charles "Charlie" Clutter (Cumulative Drain)	$ 175.00	Contract did not go through meeting.
	$ 642.80	

Terry Phillippe, President

Bob Johnson, Vice President

Dan Saylor, Member

Debbie Stevens, Auditor

Pandemic Claims for Non-Profits
Commissioner's Meeting - Monday, March 22, 2021

3/19/2021	CASTLE BAND BOOSTERS	4930	Expense COVID	No Department	$ 3,983.18	018347
					$ 3,983.18	

Terry Phillippe, President

Bob Johnson, Vice President

Dan Saylor, Member

Debbie Stevens, Auditor

Warrick County Claims for Payment
Commissioner's Meeting - Monday, March 22, 2021

Effective Date	Payee Name 1	Fund	Acct Desc	Loc Desc		Amount	Check
3/19/2021	Advanced Document Solutions	2002	Equipment	No Department	$	36.31	902487
3/10/2021	Advanced Document Solutions	2002	Equipment	No Department	$	28.01	902487
3/10/2021	Advanced Document Solutions	1000	Microfilm & Copy Machine	Superior Court #2	$	15.68	902502
3/23/2021	Aigner Hardware	1219	Maintenance Supplies	No Department	$	14.97	0182257
3/23/2021	Aigner Hardware	1219	Maintenance Supplies	No Department	$	4.95	0182257
3/23/2021	Aigner Hardware	1219	Maintenance Supplies	No Department	$	6.99	0182257
3/23/2021	Aigner Hardware	1219	Maintenance Supplies	No Department	$	98.97	0182257
3/23/2021	Aigner Hardware	1216	Maintenance Supplies	No Department	$	15.59	0182257
3/23/2021	Aigner Hardware	1219	Maintenance Supplies	No Department	$	51.84	0182257
3/23/2021	Aigner Hardware	1219	Maintenance Supplies	No Department	$	20.96	0182257
3/23/2021	Aigner Hardware	1150	Animal Control	No Department	$	14.56	0182257
3/23/2021	Aigner Hardware	1169	Repairs	No Department	$	15.98	0182257
3/23/2021	Aigner Hardware	1169	Repairs	No Department	$	72.99	0182257
3/23/2021	Aigner Hardware	1169	Repairs	No Department	$	19.53	0182257
3/23/2021	Aigner Hardware	1000	Buildings	Jail	$	12.55	0182269
3/23/2021	Aigner Hardware	1000	Buildings	Jail	$	5.78	0182269
3/23/2021	Aigner Hardware	1169	Repairs	No Department	$	88.98	0182297
3/23/2021	Aigner Hardware	1169	Repairs	No Department	$	103.33	0182297
3/23/2021	Aigner Hardware	1000	Buildings	Jail	$	9.99	0182317
3/23/2021	Aigner Hardware	1000	Buildings	Jail	$	52.24	0182317
3/23/2021	Aigner Hardware	1000	Equip Maint	County Surveyor	$	40.15	0182337
3/23/2021	Airgas USA, LLC	1197	Storm Water Projects	No Department	$	75.45	0183137
3/23/2021	Airgas USA, LLC	1169	Other Supp & Equip	No Department	$	334.21	902537
3/4/2021	Alpha Laser Services	1000	Equip Maint	County Council	$	17.60	902471
3/4/2021	Alpha Laser Services	1224	Contract Services	Clerk Of Circuit Court	$	68.12	902471
3/10/2021	Alpha Laser Services	1000	Contract Services	County Commissioners	$	58.98	902488
3/10/2021	Alpha Laser Services	1000	Equip Maint Agreement	Superior Court #1	$	9.73	902488
3/10/2021	Alpha Laser Services	1000	General Supplies	Clerk Of Circuit Court	$	47.61	902488
3/10/2021	Alpha Laser Services	1215	General Supplies	No Department	$	52.22	902503
3/10/2021	Alpha Laser Services	0059	General Supplies	No Department	$	4.81	902503
3/10/2021	Alpha Laser Services	1000	Contract Services	Emergency Services	$	47.00	902503
3/10/2021	Alpha Laser Services	1152	Printing	No Department	$	10.34	902503
3/23/2021	Alpha Laser Services	1211	Contract Services	No Department	$	140.00	902520
3/12/2021	American Legal Publishing Corp	1000	Contract Services	County Commissioners	$	1,180.00	0182B2
3/10/2021	American Structurepoint Inc	8506	Bell Rd Expense	No Department	$	30,153.19	902485
3/10/2021	American Structurepoint Inc	4903	BELL ROAD	No Department	$	9,558.30	902488
3/10/2021	American Structurepoint Inc	8506	Bell Rd Expense	No Department	$	38,605.13	902488
3/10/2021	American Structurepoint Inc	4903	BELL ROAD	No Department	$	9,701.98	902488
3/10/2021	Applied Land Solutions	1197	Contract Services	No Department	$	3,000.00	902488
3/12/2021	APRIL L. EDWARDS	1000	Pauper Counsel	PUBLIC DEFENDER	$	2,966.75	0182B2
3/12/2021	Arab	1000	Fuel & Pest Control	Court House Annex	$	75.00	0182B3
3/12/2021	Arab	1000	Fuel & Pest Control	Court House Annex	$	50.00	0182B3
3/16/2021	AT&T	1000	Communication	Central Dispatch Center	$	82.51	0183B0
3/5/2021	AT&T Mobility	1000	Cell Phones	County Sheriff	$	2,456.59	0182B6
3/23/2021	Auto Glass Specialties Inc	1000	Vehicle Repair And Maintenance	County Sheriff	$	295.00	0182B7
3/23/2021	Auto Wheel And Rim Service Inc	1169	Repairs	No Department	$	759.00	902587
3/23/2021	Auto Wheel And Rim Service Inc	1169	Repairs	No Department	$	349.66	902536
3/23/2021	Best One Tire & Service	1169	Tires & Tubes	No Department	$	255.00	0182B8
3/23/2021	Best One Tire & Service	1169	Tires & Tubes	No Department	$	1,287.45	0182B9
3/23/2021	B-Hive Printing	2503	User Fee-Sup Ct 1	No Department	$	820.30	0182B8
3/23/2021	B-Hive Printing	1000	General Supplies	County Assessor	$	93.00	0182B1
3/23/2021	B-Hive Printing	4908	General Supplies	No Department	$	335.00	0182B1
3/23/2021	B-Hive Printing	1000	General Supplies	County Prosecutor	$	44.95	0182B3B
3/5/2021	Boonville Lawn And Garden Inc	1000	Buildings	Jail	$	125.28	0182B2
3/5/2021	Boonville Natural Gas Corp.	1000	Utilities	Jail	$	1,096.93	0182B6
3/5/2021	Boonville Natural Gas Corp.	4921	Operating Expenses	No Department	$	237.17	0182B6
3/5/2021	Boonville Natural Gas Corp.	1000	Utilities	Court House Annex	$	99.03	0182B6
3/5/2021	Boonville Natural Gas Corp.	1000	Utilities	Court House Annex	$	1,055.00	0182B6
3/5/2021	Boonville Natural Gas Corp.	1169	Utilities	No Department	$	178.21	0182B6

3/12/2021	Boonville Natural Gas Corp.	1176	Utilities	Maintenance & Repair	$	1,173.34	0183B4
3/12/2021	Boonville Natural Gas Corp.	1176	Utilities	Maintenance & Repair	$	20.00	0183B4
3/23/2021	Boonville New	4930	Expense COVID	No Department	$	1,662.09	0183B8
3/5/2021	Boonville Utilities	1000	Utilities	Jail	$	3,561.56	0182B7
3/5/2021	Boonville Utilities	4921	Operating Expenses	No Department	$	168.91	0182B7
3/5/2021	Boonville Utilities	1000	Utilities	Court House Annex	$	311.38	0182B7
3/5/2021	Boonville Utilities	1000	Utilities	Court House Annex	$	845.51	0182B7
3/5/2021	Boonville Utilities	1000	Utilities	Court House Annex	$	20.97	0182B7
3/5/2021	Boonville Utilities	1219	Contract Services-WS	No Department	$	1,439.06	0182B7
3/12/2021	Boonville Utilities	1176	Utilities	Maintenance & Repair	$	595.66	0183B5
3/12/2021	Boonville Utilities	1176	Utilities	Maintenance & Repair	$	28.10	0183B5
3/12/2021	BREWER, DYLAN	1000	Vehicle Repair And Maintenance	County Sheriff	$	14.97	0183B5
3/10/2021	BROOKS, PAT	1000	General Supplies	County Recorder	$	109.68	0183B4
3/12/2021	BROOKS, PAT	1000	General Supplies	County Recorder	$	231.08	0183B6
3/10/2021	BUNNER, JENNA F.	1000	Unappropriated-Exp	No Department	$	96.32	0183B5
3/10/2021	BUNNER, JENNA F.	1000	Unappropriated-Interest	No Department	$	3.80	0183B5
3/10/2021	Business Equipment	1000	Equip Maint	County Sheriff	$	17.12	0183B6
3/12/2021	BYERS, WILLIAM	1000	Per Diem	Plan Commission	$	50.00	0183B7
3/23/2021	CARDINAL HEALTH 110, LLC	1168	First Aid/Clinic Supplies	No Department	$	27.67	0183B7
3/23/2021	Carter Lumber	1219	Equipment	No Department	$	1,060.20	0183B9
3/23/2021	Carter Lumber	1219	Equipment	No Department	$	530.10	0183B9
3/23/2021	Carter Lumber	1219	Equipment	No Department	$	(269.45)	0183B9

3/23/2021	CDW Government, Inc.	1000	Operating Expenses	PUBLIC DEFENDER	$	762.48	902588
3/23/2021	CDW Government, Inc.	1101	Expense	No Department	$	460.12	902521
3/23/2021	Chandler Starter & Alternator	1169	Repairs	No Department	$	673.00	902539
3/23/2021	Chandler Starter & Alternator	1169	Repairs	No Department	$	352.25	902539
3/23/2021	Chandler Starter & Alternator	1169	Repairs	No Department	$	425.00	902539
3/4/2021	Chandler Utilities	1000	Utilities	County Assessor	$	12.46	902472
3/10/2021	CHARLIE'S HOMES	1201	Refunds	No Department	$	58.08	0182A7
3/10/2021	CHARLIE'S HOMES	1201	Refunds	No Department	$	70.00	0182A7
3/4/2021	Clerk-Treasurer--Boonville	6022	Dist. To GovT Units	No Department	$	9,142.08	902480
3/4/2021	Clerk-Treasurer--Boonville	6021	Dist. To GovT Units	No Department	$	712.62	0183B0
3/5/2021	Clerk-Treasurer--Boonville	7332	Dist. To GovT Units	No Department	$	188,395.42	0183B9
3/4/2021	Clerk-Treasurer--Chandler	6022	Dist. To GovT Units	No Department	$	4,609.46	902467
3/4/2021	Clerk-Treasurer--Chandler	6021	Dist. To GovT Units	No Department	$	359.27	902467
3/5/2021	Clerk-Treasurer--Chandler	7332	Dist. To GovT Units	No Department	$	26,013.08	902478
3/4/2021	Clerk-Treasurer--Elberfeld	6022	Dist. To GovT Units	No Department	$	1,033.40	0182D1
3/4/2021	Clerk-Treasurer--Elberfeld	6021	Dist. To GovT Units	No Department	$	80.55	0182D1
3/5/2021	Clerk-Treasurer--Elberfeld	7332	Dist. To GovT Units	No Department	$	3,080.83	0182B0
3/4/2021	Clerk-Treasurer--Lynnville	6022	Dist. To GovT Units	No Department	$	1,302.60	902468
3/4/2021	Clerk-Treasurer--Lynnville	6021	Dist. To GovT Units	No Department	$	101.54	902468
3/5/2021	Clerk-Treasurer--Lynnville	7332	Dist. To GovT Units	No Department	$	4,518.67	902479
3/4/2021	Clerk-Treasurer--Newburgh	6022	Dist. To GovT Units	No Department	$	4,008.75	902469
3/4/2021	Clerk-Treasurer--Newburgh	6021	Dist. To GovT Units	No Department	$	282.59	902469
3/5/2021	Clerk-Treasurer--Newburgh	7332	Dist. To GovT Units	No Department	$	38,319.58	902486
3/4/2021	Clerk-Treasurer--Tennyson	6022	Dist. To GovT Units	No Department	$	438.06	902470
3/4/2021	Clerk-Treasurer--Tennyson	6021	Dist. To GovT Units	No Department	$	34.15	902470
3/5/2021	Clerk-Treasurer--Tennyson	7332	Dist. To GovT Units	No Department	$	1,617.92	902481
3/23/2021	Colonial Classics	1219	Rock & Sand	No Department	$	237.65	902510
3/23/2021	Colonial Classics	1219	Rock & Sand	No Department	$	320.40	902510
3/16/2021	Compass Minerals	1169	Materials	No Department	$	15,690.19	0183B3
3/10/2021	Compass Minerals	1169	Materials	No Department	$	6,302.80	0183B1
3/16/2021	Compass Minerals	1169	Materials	No Department	$	35,086.06	0183B3
3/16/2021	Compass Minerals	1169	Materials	No Department	$	3,676.10	0183B3
3/16/2021	Compass Minerals	1169	Materials	No Department	$	7,368.99	0183B3
3/16/2021	Compass Minerals	1169	Materials	No Department	$	3,293.14	0183B3
3/16/2021	Compass Minerals	1169	Materials	No Department	$	12,154.00	0183B3
3/16/2021	Compass Minerals	1169	Materials	No Department	$	1,908.36	0183B3
3/23/2021	CORE AND MAIN	1197	Storm Water Projects	No Department	$	404.80	0182F4
3/23/2021	CORE AND MAIN	1197	Storm Water Projects	No Department	$	1,098.26	0182F4
3/23/2021	CORE AND MAIN	1197	Storm Water Projects	No Department	$	63.00	0182F4
3/10/2021	Corrisoft, LLC	4901	Equipment	No Department	$	226.50	902491

3/23/2021	Crim's Body Shop	4105	Expense	No Department	$	703.00	0183J9
3/23/2021	CROW BURLINGAME CO.	1000	Supplies-Truck	County Commissioners	$	28.05	0182F5
3/23/2021	CROW, SAMUEL	4901	Exp-Prog Inc	No Department	$	32.00	0182G0
3/23/2021	CSI Computer Systems	1000	General Supplies	Superior Court #1	$	1,205.00	902511
3/23/2021	Cummins Crossplains	1169	Hardware & Tools	No Department	$	83.94	0182H8
3/23/2021	DANNO'S THREAD SHOP	1000	Expense COVID	County Commissioners	$	307.50	0183J0
3/12/2021	David Neal	1211	Contract Services	No Department	$	86.04	0182B8
3/4/2021	Delta Properties LLC	1112	Office Rent (Electric)	No Department	$	2,403.00	902473
3/23/2021	Don's Muffler Shop	1159	Repairs	No Department	$	60.00	902491
3/12/2021	Duke Energy	1112	N Warrick Indus PK	No Department	$	108.12	0183B6
3/12/2021	Duke Energy	1112	N Warrick Indus PK	No Department	$	14.04	0183B6
3/23/2021	Elm Construction & Industrial	1219	Equipment	No Department	$	180.00	902512
3/23/2021	Elpers Truck Equipment LLC	1169	Repairs	No Department	$	228.45	0182G2
3/23/2021	Elpers Truck Equipment LLC	1169	Repairs	No Department	$	430.26	0182G9
3/23/2021	Equipment Marketing Company	1169	Repairs	No Department	$	108.08	0183B0
3/23/2021	ERB Equipment Company	1169	Repairs	No Department	$	9.10	902513
3/23/2021	ERB Equipment Company	1169	Repairs	No Department	$	434.18	902513
3/23/2021	ERB Equipment Company	1169	Repairs	No Department	$	(86.47)	902513
3/23/2021	ERB Equipment Company	1169	Repairs	No Department	$	474.32	902513
3/23/2021	ERB Equipment Company	1169	Repairs	No Department	$	37.07	902540
3/12/2021	ERS Wireless Communications	1138	Other Contract Serv	No Department	$	1,286.89	902552
3/12/2021	ERS Wireless Communications	1169	Lease	No Department	$	1,770.94	902552
3/12/2021	ERS Wireless Communications	1197	Equipment	No Department	$	230.96	902552
3/23/2021	Fesco	1222	Equipment	No Department	$	212.19	902522
3/23/2021	Evident, Inc	4907	Expense	No Department	$	234.95	902523
3/23/2021	Extra Packaging LLC	1000	Autopsies Related	County Coroner	$	1,740.55	902570
3/23/2021	Extra Packaging LLC	1000	Autopsies Related	County Coroner	$	1,740.55	902575
3/10/2021	FARRELL, BJ	1000	General Supplies	County Auditor	$	11.00	0182A8
3/23/2021	Farris Reporting	1000	Pauper Document Copies	Circuit Court	$	165.00	0182B6
3/23/2021	Ferguson Enterprises, LLC#1480	1000	Buildings	Jail	$	628.26	0182F7
3/10/2021	First Bankcard	1000	Uniforms	Emergency Services	$	25.52	0182A0
3/12/2021	First Bankcard	1000	Other Services & Chrg	County Commissioners	$	302.91	0183D2
3/12/2021	First Bankcard	1000	Buildings	Court House Annex	$	540.00	0183D7
3/12/2021	First Bankcard	1000	Postage	County Commissioners	$	7.00	0183D7
3/12/2021	First Bankcard	1000	Contract Services	County Commissioners	$	39.00	0183D7
3/12/2021	First Bankcard	1000	Other Services & Chrg	County Council	$	220.00	0183D7
3/12/2021	First Bankcard	1219	Equipment	No Department	$	22.29	0183D7
3/12/2021	Flowers, Bryan D	1000	Per Diem	Plan Commission	$	50.00	0183B9
3/10/2021	FRANK, MICHAEL ALLEN	1000	Unappropriated-Exp	No Department	$	2,980.20	0183D0
3/10/2021	FRANK, MICHAEL ALLEN	1000	Unappropriated-Interest	No Department	$	91.12	0183D0
3/10/2021	Fuhs, Jennifer	9205	General Supplies	No Department	$	5.43	902492
3/10/2021	Fuhs, Jennifer	4901	General Supplies	No Department	$	5.96	902492
3/23/2021	Gem Chemical Company, Inc.	1000	Buildings	Jail	$	404.03	902524
3/23/2021	Gem Chemical Company, Inc.	1169	Other Supp & Equip	No Department	$	521.62	902541
3/23/2021	Gem Chemical Company, Inc.	1000	Supplies- Janitorial	Jail	$	214.84	902565
3/23/2021	Gem Chemical Company, Inc.	1000	Supplies- Janitorial	Jail	$	140.95	902565
3/23/2021	Grainger	1000	Buildings	Jail	$	79.84	0183Z1
3/23/2021	Grainger	1000	Buildings	Jail	$	(22.98)	0183Z1
3/23/2021	Grainger	1000	Buildings	Jail	$	(34.56)	0183Z1
3/23/2021	Grainger	1000	Buildings	Jail	$	82.08	0183Z1
3/23/2021	Hamlin Equipment Rental	1169	Repairs	No Department	$	48.28	902542
3/4/2021	HARDGRAVE, JASON AND SIDNEY	1201	Refunds	No Department	$	32.01	902474
3/12/2021	HELMAN, TABITHA	1000	Unappropriated-Exp	No Department	$	172.92	0183D0
3/10/2021	Hoosier Business Machines Inc	1000	General Supplies	County Treasurer	$	64.75	902493
3/10/2021	Hoosier Business Machines Inc	1168	Equip Maint	No Department	$	134.42	902493
3/12/2021	Hoosier Business Machines Inc	1159	General Supplies	No Department	$	54.78	902551
3/12/2021	Hoosier Business Machines Inc	1159	Animal Control	No Department	$	29.40	902551
3/12/2021	HORN, DORIS	1000	Per Diem	Plan Commission	$	50.00	902532
3/23/2021	Hutson, Inc.	1169	Repairs	No Department	$	2,091.38	902543
3/23/2021	Hutson, Inc.	1169	Repairs	No Department	$	169.80	902543
3/23/2021	Hutson, Inc.	1169	Repairs	No Department	$	32.16	902543
3/23/2021	Impco	1169	Repairs	No Department	$	3,050.68	0183D1
3/23/2021	Impco	1169	Repairs	No Department	$	(1,487.51)	0183D1

3/12/2021	Indiana American Water	1112	Friedman Park	No Department	$	19.89	018309
3/12/2021	Indiana Office Of Technology	1272	Contract Services	No Department	$	110.41	902554
3/23/2021	J.L. Shalkutt, Inc.	1069	Expense COVID	County Commissioners	$	29,226.80	902580
3/16/2021	Keller Shroeder	1099	Contract Services	County Commissioners	$	619.00	902555
3/23/2021	Kenway Distributors Inc.	1159	Animal Control	No Department	$	274.00	902525
3/23/2021	Kenway Distributors Inc.	1099	Supplies- Janitorial	Jail	$	82.48	902525
3/23/2021	Kevin Scott,	1169	Repairs	No Department	$	3,450.00	902541
3/19/2021	KHAN, AUFIA AND MASOOR	1201	Refunds	No Department	$	1,217.94	018235
3/23/2021	Kiesler's Police Supply Inc.	1156	Expense	No Department	$	1,220.60	902526
3/16/2021	Kleeman, Heather	1099	Continuing Education	County Coroner	$	334.78	018332
3/23/2021	K-Tech Specialty Coatings, Inc	1159	Materials	No Department	$	6,911.12	902514
3/23/2021	Lucal Equipment, Inc.	1169	Hardware & Tools	No Department	$	326.59	902545
3/23/2021	Law Chevrolet Buick Pontiac	1159	Repairs	No Department	$	165.18	902515
3/23/2021	Law Chevrolet Buick Pontiac	1141	Tires & Tubes	No Department	$	48.86	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	64.80	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	249.56	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	321.91	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	8.06	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	8.06	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	72.61	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	65.00	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	113.75	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	697.10	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	233.48	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	124.50	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	295.44	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	363.17	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	70.10	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Vehicle Repair And Maintenance	County Sheriff	$	17.99	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	34.14	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	19.97	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	47.35	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	41.24	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	21.29	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	82.50	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	47.35	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	177.22	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	21.29	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	19.97	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	81.07	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	84.27	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	23.12	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	68.75	902527
3/23/2021	Law Chevrolet Buick Pontiac	1080	Gas,Oil, Lubricants	County Sheriff	$	21.29	902527
3/23/2021	Lawson Products, Inc.	1169	Repairs	No Department	$	334.02	018293
3/23/2021	Lawson Products, Inc.	1169	Repairs	No Department	$	230.76	018380
3/5/2021	LENN, BRADLEY	8508	Bridge Inspection Expense	No Department	$	266.66	018218
3/5/2021	LENN, BRADLEY	1138	CUM CAP Dev-Bridge 133	No Department	$	66.67	018218
3/5/2021	LENN, JEFFREY	8508	Bridge Inspection Expense	No Department	$	266.67	018219
3/5/2021	LENN, JEFFREY	1138	CUM CAP Dev-Bridge 133	No Department	$	66.67	018219
3/5/2021	LENN, SUSAN	8508	Bridge Inspection Expense	No Department	$	266.66	018220
3/5/2021	LENN, SUSAN	1138	CUM CAP Dev-Bridge 133	No Department	$	66.67	018220
3/23/2021	Lewis Bros Bakeries, Inc.	1060	Meals-Prisoners	Jail	$	51.00	902528
3/23/2021	Lewis Bros Bakeries, Inc.	1060	Meals-Prisoners	Jail	$	50.25	902566
3/5/2021	MAINSTREAM FIBER NETWORKS, LLC	1112	FP Event Center Operating Budg	No Department	$	265.00	018221
3/10/2021	Mesh Networks	1189	Contract Services	No Department	$	820.00	902494
3/23/2021	Mesh Networks	1189	Contract Services	No Department	$	1,174.00	902571
3/23/2021	Mesh Networks	1188	Contract Services	No Department	$	1,174.00	902576
3/12/2021	Mattison Law & Mediation	1060	Pauper Counsel	PUBLIC DEFENDER	$	2,968.75	902482
3/23/2021	McKesson Medical-Surgical Inc.	1159	Health-Vaccine	No Department	$	73.48	018264
3/23/2021	McKesson Medical-Surgical Inc.	1168	Vaccine	No Department	$	35.38	018276
3/23/2021	McKesson Medical-Surgical Inc.	1159	Health-Vaccine	No Department	$	30.53	018341

3/23/2021	Medtox Laboratories, Inc.	1159	Personal Health-Med.	No Department	$	13.92	902573
3/23/2021	Medtox Laboratories, Inc.	1159	Personal Health-Med.	No Department	$	13.92	902577
3/12/2021	Metzger Construction Co Inc	1173	Bituminous	No Department	$	1,289.79	902556
3/12/2021	Metzger Construction Co Inc	1173	Bituminous	No Department	$	2,453.61	902556
3/23/2021	Meyer Truck Equipment	1169	Repairs	No Department	$	214.98	902516
3/16/2021	MIDWEST COMMUNICATIONS, INC.	9155	FP Event Center Operating Budg	No Department	$	925.00	018336
3/23/2021	Monroe Systems For Business	1080	General Supplies	County Treasurer	$	37.97	018279
3/12/2021	Morley & Associates Inc.	4923	Friedman Park Event Center	No Department	$	856.25	902557
3/12/2021	Morley & Associates Inc.	4923	Friedman Park Event Center	No Department	$	1,612.50	902557
3/10/2021	Morrie Doll	1197	Legal Services	No Department	$	588.03	902495
3/10/2021	Morrie Doll	1060	Attorney	Plan Commission	$	770.91	902495
3/10/2021	Morrie Doll	1197	Legal Services	No Department	$	287.50	902584
3/17/2021	Morrie Doll	1060	Legal Services	County Commissioners	$	143.00	902558
3/23/2021	Mountain Valley Of Evansville	8150	Travel Expense	No Department	$	28.00	902517
3/12/2021	Mounts Electric, Inc.	1169	Repairs	No Department	$	1,073.54	902559
3/10/2021	Mulzer Crushed Stone, Inc.	1169	Stone, Gravel	No Department	$	2,942.26	018236
3/10/2021	Mulzer Crushed Stone, Inc.	1169	Stone, Gravel	No Department	$	1,019.44	018236
3/10/2021	Mulzer Crushed Stone, Inc.	1169	Stone, Gravel	No Department	$	371.30	018236
3/10/2021	Mulzer Crushed Stone, Inc.	1169	Stone, Gravel	No Department	$	366.71	018236
3/10/2021	Mulzer Crushed Stone, Inc.	1169	Stone, Gravel	No Department	$	1,832.75	018236
3/10/2021	Mulzer Crushed Stone, Inc.	1169	Stone, Gravel	No Department	$	2,835.21	018236
3/10/2021	Mulzer Crushed Stone, Inc.	1169	Stone, Gravel	No Department	$	1,736.39	018236
3/10/2021	Mulzer Crushed Stone, Inc.	1169	Stone, Gravel	No Department	$	587.14	018236
3/10/2021	Neff, Amanda	1060	Uniforms	Jail	$	64.19	018333
3/23/2021	Newburgh Police Department	2304	Donations	No Department	$	3,000.00	018320
3/23/2021	Nichols Electric Supply	1080	Expense COVID	County Commissioners	$	439.28	902567
3/23/2021	Nix Sanitary Service	1168	Lease	No Department	$	140.00	018268
3/23/2021	NMS Labs	1060	Lab & Toxicology Fees	County Coroner	$	492.00	018342
3/10/2021	Office Depot, Incorporated	1176	Office Supplies	Highway Administration	$	241.70	018237
3/23/2021	Office Depot, Incorporated	1224	Computer Sup/Equip	No Department	$	82.02	018285
3/23/2021	Office Depot, Incorporated	1112	FP Event Center Operating Budg	No Department	$	58.39	018286
3/23/2021	Office Depot, Incorporated	1080	Rebinding Records	County Surveyor	$	51.42	018280
3/23/2021	Office Depot, Incorporated	1080	Copy Paper	County Assessor	$	23.37	018280
3/23/2021	Office Depot, Incorporated	1080	General Supplies	County Assessor	$	73.26	018280
3/23/2021	Office Depot, Incorporated	1080	Copy Paper	County Assessor	$	83.35	018380
3/23/2021	Office Depot, Incorporated	1080	General Supplies	County Assessor	$	69.74	018280
3/23/2021	Office Depot, Incorporated	1080	General Supplies	Plan Commission	$	58.00	018343
3/23/2021	Office Depot, Incorporated	1080	Postage	Plan Commission	$	110.00	018343
3/23/2021	Office Depot, Incorporated	1080	General Supplies	Plan Commission	$	26.59	018343
3/23/2021	Office Depot, Incorporated	1080	General Supplies	County Coroner	$	430.08	018343
3/23/2021	O'Reilly Auto Parts	1169	Repairs	No Department	$	9.84	902518
3/23/2021	O'Reilly Auto Parts	1169	Repairs	No Department	$	(83.92)	902518
3/23/2021	O'Reilly Auto Parts	1169	Repairs	No Department	$	28.97	902518
3/23/2021	O'Reilly Auto Parts	1169	Repairs	No Department	$	17.91	902518
3/10/2021	Phillips Law - Mark Phillips	1060	Pauper Counsel	PUBLIC DEFENDER	$	2,968.75	902483
3/12/2021	Phillips Law - Brennan Phillips	1060	Pauper Counsel	PUBLIC DEFENDER	$	2,968.75	902483
3/12/2021	Phillips, Elizabeth	1266	Mosquito Dist.	No Department	$	2,400.00	018250
3/10/2021	Pictometry International Corp	1224	Photos	No Department	$	7,162.95	902565
3/12/2021	Pictometry International Corp	1197	Photos	No Department	$	8,953.44	902553
3/16/2021	Pictometry International Corp	1176	Photos	General & Undistributed Expens	$	7,162.95	902570
3/16/2021	Pictometry International Corp	4906	Photos	No Department	$	3,581.37	902570
3/16/2021	Pictometry International Corp	1112	Photos	No Department	$	8,953.44	902570
3/4/2021	Power Systems Properties LLC	1080	Rent	County Assessor	$	1,925.00	902474
3/12/2021	PSC	1222	Contract Services	No Department	$	161.39	018291
3/23/2021	Quill Corporation	1224	Computer Sup/Equip	No Department	$	88.99	902529
3/23/2021	Quill Corporation	1080	General Supplies	County Auditor	$	83.63	902573
3/23/2021	Quill Corporation	1080	General Supplies	County Auditor	$	83.63	902578
3/10/2021	Quirk, James & Mary	1201	Refunds	No Department	$	822.00	018238
3/4/2021	Ricoh Usa Inc	1112	General Supplies	No Department	$	134.21	018204
3/23/2021	Ridenour Service Center, Inc.	1169	Repairs	No Department	$	1,080.00	902546
3/12/2021	Ray Law Office	1080	Pauper Counsel	PUBLIC DEFENDER	$	5,937.50	902485
3/23/2021	Ruser Truck Center	1169	Repairs	No Department	$	91.87	902547

3/23/2021	Ruser Truck Center	1169	Repairs	No Department	$	126.23	902547
3/23/2021	Ryans Ace Hardware	1197	Storm Water Projects	No Department	$	16.65	018346
3/23/2021	Sanofi Pasteur Inc.	1168	Vaccine	No Department	$	286.81	018345
3/10/2021	Satellite Tracking Of People L	4901	Equipment	No Department	$	1,423.60	902496
3/23/2021	Schulco Construction & Garage	1169	Repairs	No Department	$	366.00	018301
3/12/2021	Sherry Smith	1080	Pauper Counsel	PUBLIC DEFENDER	$	980.58	902486
3/12/2021	Sherry Smith	1080	Pauper Counsel	PUBLIC DEFENDER	$	980.58	902486
3/12/2021	Sherry Smith	1080	Pauper Counsel	PUBLIC DEFENDER	$	980.58	902560
3/16/2021	Siegel's	1159	Health-Vaccine	No Department	$	1,427.40	902447
3/23/2021	Siegel's	1080	Uniforms	County Sheriff	$	175.92	902530
3/23/2021	Siegel's	8415	Uniforms	No Department	$	275.00	902568
3/23/2021	Siegel's	8415	Uniforms	No Department	$	275.00	902568
3/23/2021	Siegel's	8415	Uniforms	No Department	$	275.00	902568
3/23/2021	Siegel's	1060	Uniforms	County Sheriff	$	275.00	902568
3/23/2021	Siegel's	1060	Uniforms	County Sheriff	$	275.00	902568
3/23/2021	Siegel's	1060	Uniforms	County Sheriff	$	494.00	902568
3/23/2021	Siegel's	1060	Uniforms	County Sheriff	$	660.00	902568
3/4/2021	Silvey, Allison	1201	Refunds	No Department	$	22.97	018205
3/23/2021	Southeastern Equipment Co. Inc	1169	Repairs	No Department	$	67.80	902548
3/23/2021	Southern Imaging Consulting	1060	Physical & Medical	Jail	$	71.25	902531
3/12/2021	Spectrum	1176	Utilities	Maintenance & Repair	$	128.34	018534
3/12/2021	Spectrum	1222	Contract Services	No Department	$	120.03	902560
3/12/2021	Spectrum	6150	Travel Expense	No Department	$	422.38	902560
3/23/2021	St Lukes Lutheran Church	4930	Expense COVID	No Department	$	554.10	018324
3/23/2021	St. Vincent Evansville	1060	Medical Supplies	County Sheriff	$	58.00	018325
3/23/2021	St. Vincent Warrick	1060	Physical & Medical	Jail	$	595.50	018326
3/24/2021	Stella Products Incorporated	1169	Road Signs	No Department	$	2,480.29	902519
3/23/2021	Stella Products Incorporated	1169	Road Signs	No Department	$	275.72	902519
3/23/2021	Sternberg International Inc	1169	Repairs	No Department	$	250.67	902550
3/23/2021	Sternberg International Inc	1169	Repairs	No Department	$	(94.23)	902550
3/23/2021	Sternberg International Inc	1169	Repairs	No Department	$	354.11	902550
3/23/2021	Sternberg International Inc	1169	Repairs	No Department	$	455.11	902550
3/23/2021	Sternberg International Inc	1169	Repairs	No Department	$	27.66	902550
3/23/2021	Sternberg International Inc	1169	Repairs	No Department	$	61.92	902550
3/23/2021	Sternberg International Inc	1169	Repairs	No Department	$	151.98	902550
3/23/2021	Sternberg International Inc	1169	Repairs	No Department	$	8.06	902550
3/23/2021	Sternberg International Inc	1169	Repairs	No Department	$	238.42	902550
3/10/2021	Stoll Keenon Ogden P LLC	1112	Contract Services	No Department	$	1,237.55	902498
3/16/2021	Stoll Keenon Ogden P LLC	4923	Friedman Park Event Center	No Department	$	3,580.98	902498
3/10/2021	Subscriber Renewals	1215	General Supplies	No Department	$	33.00	018239
3/10/2021	Teamsters Local # 215	5362	Employees Dues	No Department	$	720.00	018251
3/4/2021	The Master's Touch LLC	1224	Postage	No Department	$	8,000.00	018201
3/4/2021	The Master's Touch LLC	1224	Contract Services	No Department	$	3,000.00	018206
3/23/2021	The Sherwin Williams Company	1219	Maintenance Supplies	No Department	$	16.38	018266
3/23/2021	The Sherwin Williams Company	1219	Maintenance Supplies	No Department	$	116.42	018266
3/12/2021	The Town Of Newburgh	1112	Rent	No Department	$	500.00	902561
3/12/2021	The Town Of Newburgh	1112	Rent	No Department	$	500.00	902561
3/10/2021	Total Court Services	4901	Equipment	No Department	$	357.00	902499
3/4/2021	TOWN OF NEWBURGH - WATER	1112	FP Event Center Operating Budg	No Department	$	69.04	018207
3/5/2021	TOWN OF NEWBURGH - WATER	1112	Friedman Park	No Department	$	58.04	018222
3/10/2021	TOWN OF NEWBURGH - WATER	1060	Utilities	County Assessor	$	58.09	018324
3/5/2021	Tractor Supply Co	1219	Bldg Maint	No Department	$	59.98	018223
3/5/2021	Tractor Supply Co	1219	Animal Feed	No Department	$	60.46	018225
3/5/2021	Tractor Supply Co	1219	Animal Feed	No Department	$	23.35	018221
3/23/2021	Tractor Supply Co	1060	K-9Care	Jail	$	58.99	018281
3/23/2021	Tractor Supply Co	1060	K-9Care	Jail	$	29.68	018281
3/23/2021	Tractor Supply Co	1060	K-9Care	Jail	$	53.08	018281
3/12/2021	Trane U.s. Inc.	1138	CCDEV- HVAC Sys s Co Owned BLDG	No Department	$	4,884.00	018293
3/10/2021	Tri State Community Clinics, L	5061	Employee Clinic	No Department	$	13,072.08	018252
3/23/2021	Tri-state Bearing Co. Inc	1169	Repairs	No Department	$	349.81	018267
3/10/2021	Tri-State Fire Protection, Inc	1112	Friedman Park	No Department	$	18.00	902590
3/10/2021	Tri-State Fire Protection, Inc	1219	Equip Maint	No Department	$	55.00	902590

3/10/2021	Tri-State Fire Protection, Inc	1219	Equip Maint	No Department	$	84.50	902586
3/10/2021	Tri-State Reporting, Inc.	1000	Printing	County Prosecutor	$	179.00	V02501
3/23/2021	Tri-State Reporting, Inc.	1000	Printing	County Prosecutor	$	286.50	S02521
3/10/2021	Tyler Technologies, Inc.	1224	Contract Services	No Department	$	14,403.75	019535
3/4/2021	U.S. Bank	1224	Contract Services	No Department	$	120.41	018208
3/5/2021	U.S. Bank	1000	Contract Services	Emergency Services	$	119.64	018254
3/10/2021	U.S. Bank	1000	Equip Maint Agreement	Superior Court #1	$	78.00	018053
3/10/2021	U.S. Bank	1000	Equip Maint	Veterans Service Officer	$	41.43	018254
3/12/2021	U.S. Bank	1197	Equipment	No Department	$	178.17	018293
3/12/2021	U.S. Bank	1000	Equip Maint	County Sheriff	$	107.01	018316
3/12/2021	U.S. Bank	1000	Equip Maint	County Sheriff	$	53.31	018310
3/12/2021	U.S. Bank	1000	Contract Services	County Commissioners	$	96.38	018311
3/12/2021	U.S. Bank	8150	Office Equipment	No Department	$	91.76	018313
3/12/2021	U.S. Bank	1224	Contract Services	No Department	$	54.02	018312
3/10/2021	Unifirst Corporation	1000	Contract Services	County Commissioners	$	15.48	018240
3/10/2021	Unifirst Corporation	1000	Contract Services	County Commissioners	$	15.48	018240
3/10/2021	Unifirst Corporation	1000	Contract Services	County Commissioners	$	15.48	018240
3/10/2021	Unifirst Corporation	1000	Contract Services	County Commissioners	$	15.48	018240
3/10/2021	Unifirst Corporation	1169	Other Supp & Equip	No Department	$	13.30	018240
3/10/2021	Unifirst Corporation	1219	Uniforms	No Department	$	30.75	018240
3/10/2021	Unifirst Corporation	1000	Uniforms	County Sheriff	$	7.26	018255
3/12/2021	Unifirst Corporation	1169	Other Supp & Equip	No Department	$	13.30	018294
3/12/2021	Unifirst Corporation	5251	Payroll Withholding	No Department	$	15.12	018294
3/12/2021	Unifirst Corporation	5251	Payroll Withholding	No Department	$	15.12	018294
3/12/2021	Unifirst Corporation	1000	Uniforms	County Sheriff	$	7.26	018314
3/5/2021	Vectren Energy Delivery	1176	Utilities	Maintenance & Repair	$	25.58	018228
3/5/2021	Vectren Energy Delivery	1176	Utilities	Maintenance & Repair	$	25.05	018228
3/5/2021	Vectren Energy Delivery	1176	Utilities	Maintenance & Repair	$	85.60	018228
3/5/2021	Vectren Energy Delivery	1176	Utilities	Maintenance & Repair	$	18.08	018228
3/5/2021	Vectren Energy Delivery	1176	Utilities	Maintenance & Repair	$	21.08	018228
3/5/2021	Vectren Energy Delivery	1176	Utilities	Maintenance & Repair	$	1,367.59	018228
3/5/2021	Vectren Energy Delivery	1176	Utilities	Maintenance & Repair	$	373.48	018228
3/5/2021	Vectren Energy Delivery	1176	Utilities	Maintenance & Repair	$	14.34	018228
3/5/2021	Vectren Energy Delivery	1176	Utilities	Maintenance & Repair	$	173.69	018228
3/5/2021	Vectren Energy Delivery	1000	Utilities	Court House Annex	$	5,644.02	018228
3/5/2021	Vectren Energy Delivery	1000	Utilities	Court House Annex	$	7,078.51	018228
3/5/2021	Vectren Energy Delivery	1000	Utilities	Court House Annex	$	16.08	018228
3/5/2021	Vectren Energy Delivery	1112	FP Event Center Operating Budg	No Department	$	2,766.66	018225
3/5/2021	Vectren Energy Delivery	1112	FP Event Center Operating Budg	No Department	$	1,055.42	018225
3/5/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	732.94	018225
3/5/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	244.44	018225
3/5/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	288.91	018225
3/5/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	19.46	018225
3/5/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	11.35	018225
3/5/2021	Vectren Energy Delivery	1112	Utilities	No Department	$	288.72	018225
3/5/2021	Vectren Energy Delivery	1112	Utilities	No Department	$	106.00	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	181.73	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	9.50	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	9.50	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	28.23	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	6.80	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	144.39	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	6.80	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	167.43	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	1,052.63	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	14.59	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	34.55	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	195.06	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	27.20	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	179.07	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	70.13	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	14.50	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	171.50	018225

3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	14.79	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	220.16	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	216.11	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	234.56	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	218.69	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	16.08	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	21.07	018225
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	181.73	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	9.50	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	9.50	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	28.23	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	6.80	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	144.39	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	6.80	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	167.43	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	1,052.63	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	14.59	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	34.55	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	195.06	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	27.20	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	179.07	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	70.13	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	14.50	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	171.50	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	14.79	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	220.16	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	216.11	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	234.56	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	218.69	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	16.08	018231
3/5/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	21.07	018231
3/5/2021	Vectren Energy Delivery	1112	Utilities	No Department	$	181.92	018231
3/5/2021	Vectren Energy Delivery	1112	Utilities	No Department	$	106.00	018231
3/5/2021	Vectren Energy Delivery	1112	FP Event Center Operating Budg	No Department	$	2,766.66	018231
3/5/2021	Vectren Energy Delivery	1112	FP Event Center Operating Budg	No Department	$	1,055.42	018231
3/5/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	732.94	018231
3/5/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	244.44	018231
3/5/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	288.91	018231
3/5/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	19.46	018231
3/5/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	11.35	018231
3/10/2021	Vectren Energy Delivery	4921	Operating Expenses	No Department	$	219.91	018261
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	17.52	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	9.51	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	9.51	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	28.58	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	6.81	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	64.75	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	6.81	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	200.20	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	2,010.58	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	133.44	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	27.36	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	495.15	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	27.24	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	271.66	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	706.62	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	155.88	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	255.29	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	384.89	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	79.34	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	103.74	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	78.26	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	86.31	018268

3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	20.13	018268
3/11/2021	Vectren Energy Delivery	1219	Utilities	No Department	$	20.59	018268
3/11/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	11.35	018268
3/11/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	18.08	018268
3/11/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	127.49	018268
3/11/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	45.40	018268
3/11/2021	Vectren Energy Delivery	1112	Freidman Park	No Department	$	103.26	018268
3/12/2021	Vectren Energy Delivery	1176	Utilities	Maintenance & Repair	$	12.83	018295
3/12/2021	Vectren Energy Delivery	1176	Utilities	Maintenance & Repair	$	9.00	018295
3/12/2021	Vectren Energy Delivery	1176	Utilities	Maintenance & Repair	$	28.24	018295
3/12/2021	Vectren Energy Delivery	1176	Utilities	Maintenance & Repair	$	20.58	018295
3/12/2021	Vectren Energy Delivery	1112	Wellness Trail Maintenance	No Department	$	164.59	018315
3/23/2021	Vel Communications	1000	Expense COVID	County Commissioners	$	8,512.08	S02581
3/23/2021	Vel Communications	1000	Expense COVID	County Commissioners	$	12,910.20	S02581
3/4/2021	Verizon Wireless	4901	Communication	No Department	$	114.04	018209
3/4/2021	Verizon Wireless	1000	Contract Services	Emergency Services	$	30.01	018209
3/4/2021	Verizon Wireless	1152	Computer Supplies	No Department	$	30.01	018209
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	75.28	018242
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	1,276.30	018242
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	2,910.47	018242
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	1,108.74	018242
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	150.40	018242
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	3,578.60	018242
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	871.47	018242
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	552.30	018242
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	889.65	018242
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	3,326.29	018242
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	1,930.68	018242
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	150.40	018242
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	121.69	018242
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	1,340.75	018242
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	784.91	018242
3/10/2021	Wabash Valley Service Co	1159	Gas,Oil, Lubricants	No Department	$	642.38	018242
3/10/2021	Wabash Valley Service Co	1000	Gas,Oil, Lubricants	County Sheriff	$	2,601.03	018256
3/10/2021	Wabash Valley Service Co	1000	Gas,Oil, Lubricants	County Sheriff	$	(642.38)	018256
3/10/2021	Wabash Valley Service Co	1169	Gas,Oil, Lubricants	No Department	$	3,469.35	018296
3/23/2021	Warrick Automotive Supply	1169	Repairs	No Department	$	57.72	902551
3/23/2021	Warrick Automotive Supply	1169	Repairs	No Department	$	37.99	902551
3/23/2021	Warrick Automotive Supply	1169	Repairs	No Department	$	29.19	902551
3/23/2021	Warrick Automotive Supply	1169	Repairs	No Department	$	130.45	902551
3/23/2021	Warrick Automotive Supply	1169	Repairs	No Department	$	159.05	902551
3/23/2021	Warrick Automotive Supply	1169	Repairs	No Department	$	(66.27)	902551
3/25/2021	Warrick Automotive Supply	1169	Repairs	No Department	$	16.64	902551
3/23/2021	Warrick Automotive Supply	1169	Repairs	No Department	$	102.61	902551
3/23/2021	Warrick Automotive Supply	1169	Repairs	No Department	$	16.42	902551
3/23/2021	Warrick Automotive Supply	1169	Repairs	No Department	$	11.24	902551
3/23/2021	Warrick Automotive Supply	1169	Repairs	No Department	$	55.51	902551
3/23/2021	Warrick Automotive Supply	1169	Repairs	No Department	$	57.40	902551
3/23/2021	Warrick Automotive Supply	1169	Repairs	No Department	$	621.84	902551
3/25/2021	Warrick Automotive Supply	1000	Equip Maint	County Surveyor	$	47.38	902574
3/23/2021	Warrick Automotive Supply	1000	Equip Maint	County Surveyor	$	37.98	902579
3/23/2021	Warrick Co Chamber Of Commerce	4930	Expense COVID	No Department	$	5,000.00	018427
3/23/2021	Warrick County 4-h Clubs Inc	4930	Expense COVID	No Department	$	250.00	018328
3/4/2021	Warrick County Treasurer	9662	Dist. To Gov't Units	No Department	$	91,527.71	018202
3/4/2021	Warrick County Treasurer	6021	Dist. To Gov't Units	No Department	$	7,134.61	018202
3/4/2021	Warrick County Treasurer	1005	Gas,Oil, Lubricants	County Coroner	$	33.71	018212
3/4/2021	Warrick County Treasurer	9260	Operating Expenses	No Department	$	1,263.99	018210
3/4/2021	Warrick County Treasurer	1201	Refunds	No Department	$	11.06	018211
3/4/2021	Warrick County Treasurer	1201	Refunds	No Department	$	66.05	018211
3/4/2021	Warrick County Treasurer	1201	Refunds	No Department	$	54.00	018211
3/4/2021	Warrick County Treasurer	1201	Refunds	No Department	$	59.88	018211
3/5/2021	Warrick County Treasurer	7364	Expense	No Department	$	6,652.49	018215

3/5/2021	Warrick County Treasurer	7332	Dist. To Gov't Units	No Department	$	745,420.92	018231
3/10/2021	Warrick County Treasurer	1201	Refunds	No Department	$	5.77	018243
3/10/2021	Warrick County Treasurer	1201	Refunds	No Department	$	159.29	018243
3/10/2021	Warrick County Treasurer	1201	Refunds	No Department	$	485.17	018243
3/10/2021	Warrick County Treasurer	1201	Refunds	No Department	$	2,035.50	018243
3/10/2021	Warrick Publishing Co	1000	Legal Notices	Plan Commission	$	45.21	018244
3/10/2021	Warrick Publishing Co	1000	Legal Notices	Plan Commission	$	47.68	018244
3/10/2021	Warrick Publishing Co	1000	Legal Notices	Plan Commission	$	18.08	018244
3/10/2021	Warrick Publishing Co	1000	Legal Notices	Plan Commission	$	16.46	018244
3/12/2021	Warrick Publishing Co	1000	Legal Notices	County Commissioners	$	10.54	018316
3/12/2021	Warrick Solid Waste Mgt Dist	1168	Materials	No Department	$	91.80	902562
3/23/2021	Wex Bank (Wright Express)	1000	Gas,Oil, Lubricants	County Sheriff	$	158.86	018329
3/12/2021	WILLIS, JEFF	1000	Per Diem	Plan Commission	$	50.00	902535
3/5/2021	Wowl Business	1000	Communication	County Commissioners	$	115.85	902477
3/12/2021	Wowl Business	1112	Communication	No Department	$	231.04	902563
3/12/2021	Wowl Business	1224	Communication-T1 Line	No Department	$	102.80	902563
3/12/2021	Wowl Business	1000	Communication	County Assessor	$	96.47	902563
3/12/2021	Wth Technology, Inc.	1000	Contract Services	County Commissioners	$	3,450.00	902536
3/23/2021	XYRIX SYSTEMS, INC.	1000	Expense COVID	County Commissioners	$	62,659.58	018346
3/23/2021	Youth First, Inc.	4930	Expense COVID	No Department	$	5,000.00	902569
3/12/2021	Zimmer Stayman Weitzel Shaulis	1000	Expense COVID	County Commissioners	$	6,053.50	902564
					$	1,751,695.92	

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, March 22nd, 2021. 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: $1,751,695.92 Dated this 22nd day of March, 2021. Debbie Stevens, Auditor of Warrick County

Terry Phillippe, President

Bob Johnson, Vice President

Dan Saylor, Member

Debbie Stevens, Auditor

WARRICK COUNTY, INDIANA
Governmental Unit

Monday, March 15, 2021

Notes: (1) Use both sides of form if needed. Signatures of governing board should appear only on the final page of each claim for which account is payable. Vouchers are allows (2) No vouchers if disallowed in whole or in part if continued to a later meeting of governing board, or for other pertinent information.

Filed	Name of Claimant	Department	Amount of Voucher	Amount Allowed	Warrant#	Certified
	CLERK	1000-0001	$ 18,307.13			
	AUDITOR	1000-0002	$ 19,981.65			
	TREASURER	1000-0003	$ 6,969.13			
	RECORDER	1000-0004	$ 6,378.80			
	SHERIFF	1000-0005	$ 111,477.07			
	SURVEYOR	1000-0006	$ 3,852.68			
	CORONER	1000-0007	$ 3,751.04			
	ASSESSOR	1000-0008	$ 12,697.71			No confirmation from HR on COVID pay
	PROSECUTING ATTORNEY	1000-0009	$ 19,503.28			No supporting documentation
	EXTENSION OFFICE	1000-0011	$ 1,396.73			
	VETERAN'S AFFAIRS	1000-0012	$ 2,673.79			
	COUNTY COUNCIL	1000-0061	$ 4,772.37			
	COMMISSIONERS	1000-0068	$ 11,507.85			
	AREA PLAN COMMISSION	1000-0079	$ 6,716.69			New hire info not on file at time of payroll submission
	COURT HOUSE	1000-0102	$ 7,343.71			
	SUPERIOR COURT #1	1000-0201	$ 14,620.06			
	SUPERIOR COURT #2	1000-0202	$ 8,968.65			
	CIRCUIT COURT	1000-0232	$ 12,679.79			
	PUBLIC DEFENDER	1000-0271	$ 7,285.23			
	EMERGENCY MANAGEMENT	1000-0302	$ 3,820.75			
	CENTRAL DISPATCH	1000-0303	$ 22,331.69			No confirmation from HR on COVID pay
	JAIL	1000-0380	$ 36,190.09			
	CHILD SUPPORT	1000-0560	$ 4,081.66			No supporting documentation
	ECONOMIC DEVELOPMENT	1112	$ 12,525.56			
	COMMUNITY CORRECTIONS	1122				
	CUM BRIDGE	1135	$ 5,068.47			No policy for bonus day granted - snow day worked
	CUMULATIVE DRAIN	1141	$ 2,781.20			
	HEALTH DEPT.	1159	$ 15,832.40			No original paperwork
	HEALTH MAINT	1168	$ 919.00			No original paperwork
	HIGHWAY DEPT.	1173	$ 7,063.88			No policy for bonus day granted - snow day worked
	MISDEMEANANT	1175	$ 1,645.88			
		1176-0530	$ 9,861.19			No policy for bonus day granted - snow day worked
		1176-0531	$ 65,885.34			
		1176-0533	$ 4,475.23			
	HIGHWAY DEPT.	1176-9604	$ 7,119.33			
	PLAT	1181	$ 275.00			
	RAINY DAY -Health	1188	$ -			
	RECORDER PERPETUATION	1189	$ 2,163.37			
	STORMWATER MANAGEMENT	1197	$ 11,515.22			
	GAL-CIRCUIT COURT	1211	$ 384.00			
	ELECTION	1216	$ 1,418.00			Complete employee paperwork not received timely from HR
	PARKS DEPT.	1219	$ 9,100.30			No original paperwork
	PROPERTY REASSESSMENT	1224	$ 4,866.63			
	SUPERIOR #1/CIRCUIT PROBATION	2000	$ 897.74			
	CIRCUIT COURT - PROBATION	2001	$ 19.16			
	PRETRIAL DIVERSION	2004	$ 2,854.74			No supporting documentation
	COMMUNITY CORRECTIONS	4001	$ -			
	BUILDING COMMISSION	4908	$ 3,919.35			
	DD/DC PROG INCOME	4921	$ 4,033.12			
	VOCA	8076	$ 2,963.80			No supporting documentation
	COM CORR-Drug Court	8150	$ 1,490.38			No confirmation from HR on Covid Pay
	OFFICE OF PROSECUTING ATT	8895	$ -			
	INDIANA CASA GRANT	9121	$ 3,866.16			
	CASA	9141	$ 739.20			
	COMMUNITY CORRECTIONS	9205	$ 6,558.92			
	ADULT COMM BASED SUP - DC	9212	$ 993.99			
		Total	$ 536,395.65			

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

Monday, March 15, 2021 Debbie Stevens, Fiscal Officer

ALLOWANCE OF VOUCHERS IC 5-11-10-2 permits the governing body to sign the accounts payable voucher register, consisting of one (1) page, and except for vouchers are not allowed as shown on the register such vouchers are allowed in the total $ 536,395.65

Dan Saylor, County Commissioner

Robert Johnson, County Commissioner

Terry Phillippe, County Commissioner

TRUGREEN
1790 Kirby Pkwy, Ste 300
Memphis, TN 38138

COPY

60404499
PAGE: 1 of 1
DATE: March 26, 2021
CHECK NUMBER: 60404499
AMOUNT PAID: $1,000.00
WARRICK COUNTY TREASURER

WARRICK COUNTY TREASURER
107 W LOCUST ST STE 301
BOONVILLE IN 47601

Vendor No: 3303105

Date	Invoice Number	Purchase Order	Description	Gross Amount	Discount	Net Amount
03/22/21	CKRQ210322			$1,000.00	$0.00	$1,000.00
		TOTALS		$1,000.00	$0.00	$1,000.00

PLEASE DETACH BEFORE DEPOSITING CHECK

TRUGREEN
1790 Kirby Pkwy, Ste 300
Memphis, TN 38138

CHECK NUMBER 60404499
March 26, 2021
*** VOID AFTER 90 DAYS ***

58-1544
441

PAY TO THE ORDER OF: WARRICK COUNTY TREASURER
107 W LOCUST ST STE 301
BOONVILLE, IN 47601

CHECK AMOUNT
$1,000.00

EXACTLY *********1,000 DOLLARS AND 00 CENTS

JPMorgan Chase Bank, N.A.
Columbus, OH

3-22-21 2:10 P.M.
TRU GREEN

REVIEW OF APPLICATION FOR PEDDLER/SOLICITOR LICENSE

I have received the following:

- ☑ Completed application
- ☑ License fee
- ☐ List of felony/misdemeanor convictions
  - ☑ Not applicable
- ☐ Proof of written permission from property owner
  - ☑ Not applicable
- ☑ Valid merchant certificate issued by Indiana Department of Revenue
- ☐ Copy of Warrick County Health Department permit
  - ☑ Not applicable
- ☑ Certificate of insurance proving General Liability Coverage of at least $500,000
- ☑ Certificate of insurance for all listed vehicles
- ☑ Copy(ies) of current and valid driver's licenses for all required individuals
- ☑ Proper identification

✓ * I hereby recommend the accompanying application for approval.

____ I hereby recommend the accompanying application for rejection for the following reasons:

* NOTE: RECOMMEND APPROVAL SUBJECT TO RECEIVING LICENSE FEE ($1,000.00) REC'D.

Administrator: [signature] Date: 3/22/21

APPROVED
Date 03/31/2021
by R.E.

WARRICK COUNTY
APPLICATION FOR PEDDLER/SOLICITOR LICENSE

Applicant

Name: Marcus Cox
Phone Number: 812-459-2720
Local Phone Number (if different): 812-868-5860

Home Address: 7611 Nottingham Dr Newburgh IN 47630
Local Address (if applicable/different):

Company/Organization

Name: Tru Green
Phone number: 812-868-5840

Address of Company/Organization: 8610 Baumgart Rd Evansville IN 47725
Address of office in which applicant works: 8601 Baumgart Rd Evansville IN 47725

List of individuals that will be peddling or soliciting:

Name	Age	Height	Weight	Hair/Eye Color
Attached				

Please describe the nature of the goods, wares, merchandise, or services to be sold or for which orders are to be solicited:
Lawn Care, Landscape Care, Mosquito Control

Applicant seeks a license for the following duration: Fees: (payable to Warrick County Treasurer)

- ☐ One (1) weekend (Friday – Sunday) . . . . . . $ 30.00
- ☐ One (1) week (Monday – Sunday) . . . . . . $ 50.00
- ☐ One (1) month . . . . . . $ 100.00
- ☑ One (1) year . . . . . . $ 1,000.00

See reverse side

Vehicles to be used:

Year, Model, Make, Color	License Plate Number
Attached	

Please initial next to each once completed:

MC 1. I have provided a list of all felony and/or misdemeanor convictions of the applicant and every agent that will be peddling or soliciting, including the date of conviction and the city/state of all such convictions. If none, write "none" here. None

MC 2. I have provided proof of written permission from the property owner of the location where I will be set up. If not applicable, write "not applicable" here. N/A

MC 3. I have provided a valid merchant certificate issued by the Indiana Department of Revenue.

MC 4. I have provided a copy of the Warrick County Health Department permit to use, handle, sell, and/or distribute food within Warrick County. If not applicable, write "not applicable" here. N/A

MC 5. I have provided a certificate of insurance proving comprehensive general liability coverage for the activities to be performed in the sum of no less than five hundred thousand dollars ($500,000).

MC 6. I have provided a certificate of insurance for all vehicles that will be used by any party while peddling or soliciting.

MC 7. I have provided a copy of a current and valid driver's license for all individuals that will be driving a vehicle in conjunction with peddling or soliciting.

MC 8. I have provided identification containing the signature and photograph of the applicant and all agents that will be peddling or soliciting. Such photograph must be taken within sixty (60) days of the date of the application and must show the head and shoulders of the individual.

Please provide the name, address, and telephone number of the contact person who shall be available for a period of time of not less than sixty (60) days following the last sale, offer to sell, distribution of goods, wares, merchandise, food, services, or subscriptions, who will be responsible for consumer complaints.

(Name) Marcus Coy Address 8601 Baumgart Rd Evansville IN 47725

(Phone) 812-459-2720

I verify that all information provided on this application and accompanying this application for a peddler/solicitor license is truthful and complete to the best of my knowledge.

Signature of Applicant 3/22/21 Date

INDIANA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 19445 — COMPANY National Union Fire Insurance Company of Pittsburg — ☒ COMMERCIAL ☐ PERSONAL

POLICY NUMBER GA8933355 — EFFECTIVE DATE 7/1/2021 — EXPIRATION DATE 7/1/2022

YEAR — MAKE/MODEL — VEHICLE IDENTIFICATION NUMBER

NAME OF AGENCY ISSUING CARD Arthur J. Gallagher Risk Management Services, Inc. 4 Kaelitze Drive Suite 900 Cranbrook Crossing Cincinnati, OH 45202

PHONE NUMBER OF AGENCY 8189344400

INSURED Outdoor Limited Partnership 1790 KIRBY PKWY STE 300 EVANSVILLE, IN 47725

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:
1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

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REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

TRUGREEN-EVANSVILLE
1790 KIRBY PKWY STE 300
MEMPHIS TN 38138-7411

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX AT THE ADDRESS ABOVE IF DIFFERENT FROM BELOW.

FEIN 36-3734669
LOC ID 0004660390-010
ISSUED January 04, 2021
EXPIRES January 31, 2023

THIS LICENSE:
IS NOT TRANSFERRABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID IF ALTERED.

OUTDOOR HOME SERVICES HOLDING LLC
1790 KIRBY PKWY STE 300
MEMPHIS TN 38138-7411

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

(Cut or Fold Here)

FILED
APR 12 2021

INTERLOCAL AGREEMENT
BY AND BETWEEN

NEWBURGH CHANDLER PUBLIC LIBRARY
BY AND THROUGH ITS
BOARD OF TRUSTEES
WARRICK COUNTY, INDIANA

AND

WARRICK COUNTY, INDIANA
BY AND THROUGH ITS
BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

THIS AGREEMENT (this "Agreement"), is effective as of this 1st day of October, 2020, by and between NEWBURGH CHANDLER PUBLIC LIBRARY SYSTEM, WARRICK COUNTY, INDIANA, by and through its BOARD OF TRUSTEES (the "Library"), and WARRICK COUNTY, INDIANA by and through the BOARD OF COMMISSIONERS OF WARRICK COUNTY (the "County").

WITNESSETH:

WHEREAS, the Library is a "Public Library" as defined by Indiana Code 36-12-1-5;

WHEREAS, Warrick County is a "County" as defined in Indiana Code 36-2-1-1, and is governed by its Board of Commissioners as its "County Executive" as provided in Indiana Code. 36-2-2, *et seq.*;

WHEREAS, in response to the national health emergency caused by the novel Coronavirus 2019 ("COVID-19"), the United States Congress enacted the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), which allowed for the United States Treasury to distribute Coronavirus Relief Funds ("CRF") to States to be used for the limited purposes set forth in Section 601(a) of the Social Security Act, as added by Section 5001 of the CARES Act;

WHEREAS, the State of Indiana received a direct distribution of CRF, and the Governor of the State of Indiana made $300,000,000 of these funds available to reimburse certain expenses incurred by Indiana political subdivisions;

WHEREAS, the Indiana Finance Authority ("IFA") has been charged with developing and managing the program to enable eligible CARES Act expenditures incurred by political subdivisions to be reimbursed as part of the CRF (the "CRF Program");

WHEREAS, pursuant to the CRF Program, the Executive Body of a county is responsible for submitting requests for reimbursement under the CRF Program for those expenses incurred by county offices and departments, as well as townships;

WHEREAS, on May 18, 2020, the President of the Board of Commissioners of Warrick County executed the Coronavirus Relief Fund Acceptance Certification, attached hereto as Exhibit A, which certifies that the Board of Commissioners of Warrick County has the authority to bind the County, and other applicable political subdivisions located within the County, in seeking reimbursement from the CRF Program;

WHEREAS, the County has agreed to submit requests for reimbursement of eligible expenses incurred by the Library that are deemed to be reimbursable under the CRF Program;

WHEREAS, in order for the County to allocate any reimbursement received as part of the CRF Program to the Library, the County and the Library are required to enter into an agreement to establish certain accounting and financial reporting protocols so as to outline the procedures by which funds are to be allocated to the Library, how said funds are to be accounted, and the responsibilities and liabilities relating to the reporting of said funds;

WHEREAS, as a result of the County allocating any reimbursement received under the CRF Program to the Library, the County is classified as a "Pass-through Agency" for the Library, and the Library is classified as a "sub-recipient" of those monies allocated to the Library from the County as part of the CRF Program;

WHEREAS, pursuant to Ind. Code 36-1-7, *et seq.*, Warrick County and the Library desire to enter into an Interlocal Agreement for those purposes as more fully described herein.

NOW, THEREFORE, for and in consideration of the mutual agreements of the Parties hereto, **THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **Incorporation of Recitals**. The Recitals above are incorporated as if the same were fully set forth herein.

2. **Submission of Requests for Reimbursement under CRF Program**.

   a. *Requests for Eligible Expenses*. The Library shall include as part of any submission of said expenses to the County any and all receipts, invoices, internal claim or auditing forms, and other supporting documentation and information that substantiate or otherwise relate to each expense comprising such submission. the Library recognizes and acknowledges that only those expenses that are deemed eligible for reimbursement by the IFA may be reimbursed under the CRF Program, and that the County, its employees, officers, agents, or representatives, cannot and will not guarantee the eligibility of any expense as being reimbursable under the CRF Program.

   b. *Review of Eligible Expenses by the County*. Following a submission of expenses by the Library, as described in Subsection 2(a), above, the County shall review the submission to determine, to the best of its ability, if, and to what extent, such expenses would qualify as reimbursable under the CRF Program. The Library recognizes and acknowledges that, in the event the County reasonably determines that a submission of an expense by the Library, as described in Subsection 2(a), above, is not eligible for reimbursement under the CRF Program, then the County will not submit such expense to the IFA for reimbursement, as outlined in Subsection 2(c), below. In such event, the County shall notify the Library within a reasonable period of time of said determination, and the Library understands and acknowledges that such expense will not be submitted by the County for reimbursement to the IFA and that the Library is solely responsible for the payment of such expense from its own funds. For those expenses determined by the County, to the best of its ability, to qualify as reimbursable under the CRF Program, following such determination the County will organize each such expense into the designated expense category under the CRF Program that the County determines to be most applicable.

   c. *Submission of Request for Reimbursement of Eligible Expenses*. Following the County's review of those expenses submitted by the Library, as described in Subsection 2(b), above, the County shall include those expenses of the Library that the County reasonably believes to be eligible for reimbursement under the CRF Program as part of its request for reimbursement of eligible expenses to the IFA. Notwithstanding the foregoing, the Library understands and acknowledges that the date, time, and manner of submission of reimbursement requests to the IFA, which may include expenses incurred by the Library, is in the sole discretion of the County.

3. **Review of Requests for Reimbursement of Eligible Expenses by the IFA**.

   a. *Approval of Reimbursement of Eligible Expenses*. For those expenses incurred by the Library that are approved for reimbursement by the IFA as part of the County's submission under Subsection 2(c), above, the County shall distribute those funds to the Library in accordance with Section 4, below.

   b. *Denial of Reimbursement of Eligible Expenses*.

      i. In the event the IFA denies the reimbursement of any expenses incurred by the Library that are submitted by the County in accordance with Subsection 2(c), above, the County shall not be liable to the Library or any other third party for the payment or reimbursement of such expenses which are rejected for reimbursement by the IFA. Rather, in such event, the Library acknowledges and agrees that it is solely responsible for said expenses incurred and shall not seek or otherwise demand payment from the County, or its officers,

employees, agents, or representatives, to compensate the Library for such expenses.

ii. Furthermore, from time to time, the County may contact the IFA so as to inquire as to whether certain particular expenses or purchases constitute an expense that is eligible for reimbursement under the CRF Program. The Library acknowledges, in the event the IFA advises the County that a certain, particular expense or purchase would be treated as reimbursable under the CRF Program, only for the IFA to later determine – once said expense or purchase is submitted by the County for reimbursement in accordance with Subsection 2(c), above – that said expense or purchase no longer qualifies as reimbursable, the County shall not be liable to the Library or any third party for the payment or reimbursement of such expense(s) or purchase(s) which are deemed unallowable or otherwise not reimbursable.

iii. Nevertheless, in the event of a denial of all or any reimbursement by the IFA as described under this Subsection 3(b), the County shall communicate to the Library, via email to the email address listed below, of such denial within forty-eight (48) hours of the County being made aware of such denial.

4. **Distribution of Allocated Funds to the Library**.

a. *Disbursement of Funds to the County from the IFA*. Upon the disbursement of funds by the IFA to the County under the CRF Program, the County Auditor shall deposit all such monies into the fund specifically created to receipt CRF Program disbursements, in compliance with Ind. Code 5-13-6-1. For those disbursement amounts that represent expenses incurred by the Library which have been approved for reimbursement by the IFA, the County shall, with in thirty (30) days, review and confirm that such disbursement amounts match the total of the Library hip expenses submitted by the County.

b. *Allocation of Funds by the County to the Library*. Within ten (10) days of the County's review of funds disbursed to the County by the IFA as described in Subsection 4(a), above, the County shall allocate and remit those funds to the Library that represent the Library's portion of eligible expenses submitted by the County for reimbursement under Subsection 2(c) which have been approved by the IFA in accordance with Subsection 3(a). Such funds shall be remitted to the Library by warrant of the County. Within forty-eight (48) hours of the Library receiving payment of the funds pursuant to this Subsection 4(b), the Library shall confirm receipt of said funds to the County via email to the email address listed below.

5. **Receipt and Accounting of Funds Allocated to the Library by the County**.

a. *Receipt of Funds Allocated to the Library into Separate Fund*. The Library shall establish a separate fund specifically for the purpose of receipting and depositing monies allocated or otherwise disbursed to the Library pursuant to the CARES Act, including monies allocated and distributed to the Library under the CRF Program contemplated by this Agreement (the "Fund"). The Library shall not commingle any reimbursement funds allocated to the Library by the County under this Agreement with any other monies, and shall ensure that any amounts contained in the Fund only includes those reimbursement funds that have been allocated and disbursed to the Library in accordance with this Agreement or that have otherwise been disbursed to the Library pursuant to the CARES Act.

b. *Application of Funds Allocated to the Library*. For any and all reimbursement funds disbursed to, and receipted by, the Library into the Fund, the Library shall apply such amounts only for the purpose of reimbursing the Library for such expenses that comprised the applicable submission(s) for reimbursement by the County, as described in Section 2, and which were approved by the IFA, as described in Subsection 3(a). By way of clarification, the Library shall not apply any reimbursement funds disbursed to the Library by the County following approval by the IFA, as outlined in this Agreement, except to reimburse the Library for those expenses that were submitted by the Library to the County for inclusion in the County's submission(s) for reimbursement of eligible expenses.

c. *Liability of the Library for Misapplication of Funds*. The Library acknowledges that the County, as the designated Pass-through Agency for the Library under the CRF Program, is legally responsible for any and all funds disbursed to the County as part of the CRF Program, including those funds that are allocated and distributed by the County to the Library. Therefore, in the event it is determined by the County, the Indiana State Board of Accounts, or any other State or Federal regulatory authority, that the Library has misapplied or misused any reimbursement funds distributed to the Library under the CRF Program, or has otherwise failed to apply said funds as described in Subsection (5)(b), the Library shall reimburse the County in full for any and all amounts which the County is obligated or otherwise ordered to repay to any State or Federal agency as a result of the Library's misapplication or misuse.

6. **Additional Reporting Requirements of the Library**. The Library acknowledges that any funds distributed to the Library under the CRF Program are Federal funds. Therefore, the Library shall report any and all CRF Program transactions, including distributions of funds by the County to the Library as contemplated by this Agreement, on the Library's Schedule of Expenditures of Federal Awards ("SEFA"). The Library acknowledges that the proper name and Catalog of Federal Domestic Assistance ("CFDA") number to use for its SEFA reporting is "Coronavirus Relief Fund, CFDA Number 21.019."

7. **Single Audit Act**. The Library acknowledges and agrees, that for purposes of the CRF Program, the Library is a sub-recipient of Federal funds. Therefore, the Library is subject to the Single Audit Act, as provided in 31 U.S.C.S § 7501, *et seq.*, as amended.

8. **Access to Records**. Pursuant to 2 CFR 200.331, the Library shall permit the County, the State Board of Accounts, and any Auditors – as that term is defined under 2 CFR 200.7 – to have access to the Library's records, books, documents, papers, correspondence, financial statements, and other such documents related to this Agreement as necessary for the County, as the Pass-through Agency for purposes of the CRF Program, to meet the requirements of 2 CFR, Subtitle A, Ch. II, Pt. 200, as applicable.

9. **Internal Controls**. With respect to this Agreement and the CRF Program, the County and the Library shall comply with, and adhere to, the internal control requirements set forth in 2 CFR 200.303, as implemented and adopted by each Party in the course of its ordinary course of business, as well as any such internal controls specifically developed for purposes of participating in the CRF Program.

10. **Notice to Parties**. Both Parties acknowledge and agree that whenever any notice, statement, or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

For the **County**:
Warrick County Board of Commissioners
Attn: Roger Emmons, County Administrator
107 W. Locust Street, Suite 301
Boonville, Indiana 47601
Phone: (812) 897-6120

For the **Library**
Newburgh Chandler Public Library System
Attn: Trista Smith, Director
4111 Lakeshore Drive
Newburgh, Indiana 47630
Phone: (812) 853-5468

11. **Hold Harmless and Indemnification**. Except as otherwise specifically provided in this Agreement, the County and the Library shall indemnify and save and held each other harmless from any and all liability, claims, damages, penalties, suits, costs, forfeitures, and expenses of every character whatsoever related thereto (including court costs, costs and expenses of defense, settlement, and reasonable attorneys' fees) which either of them may hereafter incur, become responsible for, or pay out, to the extent resulting from any distribution or receipt of funds as part

of the CRF Program, that is attributable to the indemnifying party or any violation of governmental laws, regulations, or orders by the indemnifying party, caused, in whole or in part, by, resulting from, arising out of, related to, or in any manner whatsoever connected with this Agreement. Furthermore, the County shall indemnify the Library, its officers, agents, and employees from and against any and all claims, losses, damages, and injuries of whatever kind or nature caused in whole or in part by the negligent acts or omissions of the County arising out of or in any way connected to this Agreement. Likewise, the Library shall indemnify the County, its officers, agents, and employees from and against any and all claims, losses, damages, and injuries of whatever kind or nature caused in whole or in part by the negligent acts or omissions of the Library arising out of or in any way connected to this Agreement.

12. **Entire Agreement**. Both Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties as to the matters contained herein and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the Parties. This Agreement shall not be changed, modified, or amended except by written agreement executed by the Parties hereto.

13. **Waiver of Rights**. Both Parties acknowledge that the failure to enforce one or more of the provisions of this Agreement by either Party shall not be construed as a waiver of any subsequent breach of this Agreement, nor as a waiver of the right at any time thereafter to require strict compliance of its terms.

14. **Assignment; Binding Effect**. Both Parties acknowledge that this Agreement shall be binding upon their assignees and/or successors, and that neither Party shall assign its rights and responsibilities under this Agreement without the prior, written consent of the other Party

15. **Governing Law**. This Agreement is governed by the requirements of Ind. Code 36-1-7-3(a) and Ind. Code 36-1-7, *et seq.*, that pertain to interlocal cooperation.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement this 16th day of March, 2021.

"LIBRARY"
NEWBURGH-CHANDLER PUBLIC LIBRARY

Trista Smith, Director

John H. Goth, President
Board of Trustees

Attest:

Kathy Bartelt, Secretary
Board of Trustees

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement this 22nd day of March, 2021.

"COUNTY"
BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA

Terry J. Phillips, President

Robert H. Johnson, Jr., Vice President

Dan Saylor, Member

Attest:

Deborah K. Stevens, Auditor
Warrick County

FILED

APR 12 2021

INTERLOCAL AGREEMENT
FOR THE PURCHASE AND SALE OF ROAD SALT

THIS INTERLOCAL AGREEMENT (this "Agreement"), is made and entered into this 10 day of March, 2021, by and between **WARRICK COUNTY, INDIANA** (the "County") and the **TOWN OF NEWBURGH, INDIANA** (the "Town").

WITNESSETH THAT:

WHEREAS, the County annually purchases road salt through the State of Indiana's road salt program in compliance with applicable Indiana statutes;

WHEREAS, historically the County has provided road salt to the Town from the supply acquired through the state road salt program as needed by the Town, and the Town has paid the County for the road salt at the same rate per ton that the County paid for the road salt through the state road salt program;

WHEREAS, the County and the Town desire to continue this practice and to enter into a written agreement to memorialize their agreement to continue the practice;

WHEREAS, IC 36-1-7-12 provides that a governmental entity may make a purchase from any other governmental entity if there is compliance with state purchasing law by the original purchasing unit;

NOW, THEREFORE, the parties hereto agree as follows:

1. Purchase and Sale of Road Salt. Each year, the County agrees to make road salt available to the Town from the supply of road salt acquired through the State of Indiana's road salt program, as needed by the Town but subject to availability and the County's needs for road salt.

2. Payment. The Town agrees to pay the County for the volume of road salt obtained by the Town at the same rate per ton as the County paid for the road salt through the State of Indiana's road salt program. The County shall send the Town invoices monthly detailing the volume of road salt provided to the Town by the County, the rate per ton to be paid, and the total amount due and owing. The Town shall make payment to the County within 30 days after receipt of the invoice.

IN WITNESS WHEREOF, the undersigned have executed this Interlocal Agreement as of the day and year first above written.

WARRICK COUNTY

By: _____
Terry Phillips, President
Board of Commissioners of Warrick County

TOWN OF NEWBURGH

By: Stacie Krieger
Stacie Krieger, President
Newburgh Town Council

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