

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
September 13, 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 Todd Glass 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

PUBLIC HEARING
IN THE MATTER OF THE PETITION TO VACATE PART OF JENNER ROAD
VICTORIA WOODS

Commissioner Phillippe: Okay, our first order of business this evening is a Public Hearing in the Matter to Petition to Vacate Part of Jenner Road. So, anyone like to make a motion to adjourn from the Regular Meeting?

Commissioner Johnson: So moved.

Commissioner Saylor: Second.

Commissioner Phillippe: A first and second. All in favor?

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye. (Motion carried 3-0). Molly, it's all yours.

Molly Barnhill: Alright. In the Matter to Vacate a Part of Jenner Road, being Lowell Road in 1916 and being part of Lot 1 in Victoria Woods, Boon Township, Warrick County, Indiana. It was advertised in the Standard. Notices were sent out to the adjacent property owners. We have that affidavit and we do have letters back from the utilities of non-objection.

Roger Emmons: Thank you, Jim.

Jim Morley, Jr.: Jim Morley, Jr., Project Engineer. So, I passed out to you all an exhibit. We came across this portion of Jenner Road when we were going through the platting process of Victoria Woods. This is an old section of Jenner Road that was mined through many, many, many years ago back when they were doing the surface mining up in that area. And the road was never rebuilt. But, they never vacated the right-of-way either. So, there is, if you look on the exhibit I pointed out, the kind of that red stripe there is where there is currently a Jenner Road right-of-way. But, I assure you, there is no Jenner Road. It goes up and down over the hills and through the lakes and everything else. And you can see it lines up. There's a large portion kind of in the teal color there that goes across, I think it's Dan Duckworth's property, that is not a Jenner Road. There's no road there. And there is a piece on the far side of the pit that would in theory be there but there's no Jenner Road there. There's another lake and a couple big (inaudible). And so if you flip to the next page back. It kind of is a, a blow up of where that is and you can see, it crosses a pit here and then crosses another pit over here. And so, through the development of that property, we ran, and we were doing our boundary and also survey across that, and so on the last sheet, this is the Victoria Woods primary plat. And that red line there is the Jenner Road right-of-way that never got vacated and it's been here since 1916, I believe. So, we are seeking to have that right-of-way vacated, so that we can proceed with the development of Victoria Woods. There's nothing in it. Hasn't been anything in it since they mined through it. I don't know, like thirty (30), forty (40), fifty (50) years ago whenever they did that surface mining up in that area. That road will not be a part of the new project. The project has a whole different set of internal roadways on it. There's no easements in it. It doesn't benefit anybody. And the property owner owns on both sides of it. So, nobody else is using it. So, we would ask that it be vacated.

Commissioner Phillippe: Mr. Sherwood, do you have anything to add?

Steve Sherwood: No, Sir. I think it was, description's fairly accurate from what I recall about it.

Commissioner Phillippe: Good. Is there anybody here to speak for or against? Okay, very well. Motion to re-adjourn?

Roger Emmons: Need an Ordinance number.

Commissioner Phillippe: Oops.

Roger Emmons: Oh, I'm sorry. Not 'til, jumped the gun.

Commissioner Phillippe: I thought I was wrong.

Roger Emmons: No, you were right.

Commissioner Johnson: Motion to reconvene the meeting.

Commissioner Saylor: Second.

Commissioner Phillippe: First and a second. All in favor?

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

**ACTION ON PUBLIC HEARING
IN THE MATTER OF THE PETITION TO VACATE PART OF JENNER ROAD
VICTORIA WOODS
ORDINANCE 2021-29**

Commissioner Phillippe: Okay, we're back in session here.

Kristine Georges: The Ordinance number would be 2021-29.

Roger Emmons: Thank you, Kristine.

Kristine Georges: You're welcome.

Commissioner Phillippe: Motion to approve?

Commissioner Johnson: Any questions, Commissioner Saylor?

Commissioner Saylor: No, I don't think so.

Commissioner Johnson: Make a motion to approve Ordinance 2021-29 in the Matter of Petition to Vacate Part of Jenner Road.

Commissioner Saylor: Second.

Commissioner Phillippe: Have a first and a second. All in favor?

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

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

(Ordinance 2021-29 is located on Pages 16 through 18 of these Official Minutes)

**AREA PLAN COMMISSION
REQUEST FOR EXTENSION OF SURETY
BERKSHIRE PHASE 2**

Roger Emmons: You've got more?

Molly Barnhill: Um hum. So, we ready for APC?

Commissioner Phillippe: Ready for APC.

Molly Barnhill: Okay. We do have some Requests for Extensions of Surety. The first one (1) being Berkshire Phase 2, by Maken Corporation by Daniel Ubelhor, the President. Holding a letter of credit totaling forty thousand five hundred eighty-eight and ninety cents (\$40,588.90) for street and sidewalks. They're asking for a one (1) year extension at the same dollar amount. They have had three (3) years. Their last letter of credit did expire September 9, 2021 due to an oversight in the office. However, Mr. Ubelhor did go ahead and submit a new letter of credit. So, we do have a letter of credit on file that is good. And the County Engineer has signed off on the dollar amount being sufficient.

Commissioner Phillippe: Anything to add, Mr. Sherwood?

Steve Sherwood: No, the letter of credit from a year ago is sufficient. They've made some minor improvements so it should be more than enough money to hold as a security for another year.

Commissioner Phillippe: Counsel, is that okay that we've not renewing, we're accepting a new letter of credit here?

Todd Glass: Um hum.

Jim Morley, Jr.: (Inaudible) comments.

Commissioner Saylor: I make a motion to approve the extension of surety with the new letter of credit.

Commissioner Johnson: Second.

Commissioner Phillippe: First and a second. All in favor?

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Jim Morley, Jr.: Thank you.

(Berkshire Phase 2 is located on Page 19 of these Official Minutes)

WILLOW ESTATES SUBDIVISION

Molly Barnhill: Our next one (1) is Willow Estates Subdivision, Thompson Homes, INC. We're holding a letter of credit totaling eighty-one thousand six hundred eighty-one and ninety-three cents (\$81,681.93) for street, sidewalk, and drainage construction. They're asking for a one (1) year extension and to reduce the dollar amount to fifty-two thousand eight hundred fifteen and forty cents (\$52,815.40). They've had six (6) years. This letter of credit expires October 1, 2021. And the County Engineer has signed off on the dollar amount on this one (1) and the Surveyor signed off on drainage.

Commissioner Phillippe: Okay.

Steve Sherwood: Yes, Bobby has signed off on this letter of credit.

Commissioner Phillippe: Very good.

Steve Sherwood: Sufficient.

Commissioner Saylor: Sufficient. I make a motion to the extension of surety for Willow Estates Subdivision.

Commissioner Johnson: Second.

Commissioner Phillippe: Have a first and a second. All in favor?

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Jim Morley, Jr.: Thank you.

(Willow Estates is located on Page 20 through 21 of these Official Minutes)

REQUEST FOR RELEASE OF SURETY C-20-028 BELLMOORE DRIVE

Molly Barnhill: We have some requests for Release of Surety. The first one's a commercial entrance, C-20-028, construction at 8941 Bellmore Drive. Indiana Members Credit Union by Luke Yeager, the Market President. We're holding the letter of credit totaling seventeen thousand three-seventy-six and seventy cents (\$17,376.70) guaranteeing the entrance construction. They've had one (1) year. Letter of credit expires September 23, 2021. This site has been inspected and the County Engineer did sign off on the request also.

Steve Sherwood: Yes, Bobby did sign off on the amount to be released as well.

Commissioner Saylor: Was this, was this the drive that we had an issue with that was repaired?

Commissioner Johnson: I don't think so.

Commissioner Saylor: Not this drive?

Steve Sherwood: Not this one (1), I don't believe.

Commissioner Saylor: Okay. So, it's all good?

Steve Sherwood: Yes.

Commissioner Saylor: I make a motion to release the surety for the 8941 Bellmore Drive.

Commissioner Johnson: I'll second.

Commissioner Phillippe: Have a first and a second. All in favor?

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

(C-20-028 is located on Page 21 of these Official Minutes)

C-20-057 EVANSVILLE CHRISTIAN SCHOOL

Molly Barnhill: We have a release of surety for another entrance. It's C-20-057, entrance construction for Evansville Christian School at 4400 Lincoln Avenue, Evansville Christian School by Mike Allen, Head of School. We're holding a letter of credit totaling fifty-seven thousand four hundred eighty-one and twenty-six cents (\$57,481.26) guaranteeing the construction. They've had one (1) year. This letter of credit expires October 9, 2021 and the County Engineer has inspected and signed off on the request.

Steve Sherwood: Again, Bobby has signed off and recommends release.

Commissioner Phillippe: Very good. You're on a roll, aren't you?

Commissioner Saylor: I make a motion to release the surety for the Evansville Christian School.

Commissioner Johnson: Second.

Commissioner Phillippe: First and a second. All in favor?

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

Commissioner Phillippe: Aye.

Commissioner Saylor: Sorry.

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

(C-20-057 is located on Page 21 of these Official Minutes)

**REQUEST TO REZONE
PC-R-21-05 GREEN RIVER INVESTMENTS
ORDINANCE 2021-30**

Molly Barnhill: Okay, we have three (3) rezoning requests. First one (1) is PC-R-21-05, petitioner/owner is 2400 Green River Investments, LLC, by Chris Combs, Managing Member. The request is to rezone twenty-two point two-six (22.26) acres located on the south side of Oak Grove Road approximately sixteen-fifty (1,650) feet west of the intersection of Oak Grove Road and Libbert Road from A, Agriculture Zoning District to R-2B/PUD Multiple Family Dwelling Planned Unit Development Zoning District. It's Ohio Township, 21-6-9, with complete legal on file. It was advertised in the Standard on July 29, 2021 and the APC gave a unanimous positive recommendation at their meeting held on August 9, 2021.

Commissioner Phillippe: Gentlemen?

Scott Buedel: Scott Buedel with Cash Waggner and Associates.

Chris Combs: Chris Combs for 2400.

Scott Buedel: Like Molly had said, we did receive approval from Planning Commission or a recommendation from the Planning Commission for the rezoning. It's a one hundred and eighteen (118) unit development similar to Magnolia that's over off of Bell Road that Chris also did. So, they'll be basically six (6) plex's, eight (8) plex's and the site from the standpoint of how it's being developed is pretty well set up for that. It's going to be a relatively flat site once it's raised up out of the flood plain and we think we have some nice features on it. Some large lakes that were required. We needed the lakes to be the size they are for the purpose of fill on the site. So, we feel like those are going to be some assets to the development and Chris is wanting to do a walking trail. There's going to be a sidewalk around one (1) side of the road and then one (1) that also goes up around the northern lake basically as a walking trail for the community. And other than that, we've been working with the adjacent property, Centerpointe, from the standpoint of getting access to the sewer to the south and also topsoil storage off to the side. So, we've worked closely with Centerpointe through the process and at this final stage like to ask for your vote for rezoning.

Commissioner Phillippe: Mr. Sherwood, anything to add?

Steve Sherwood: This is the same property that I believe is known as the Villas of Oak Grove which already have previous street drainage plan approval.

Scott Buedel: Yes, that is correct.

Molly Barnhill: And the plat was approved subject to the zoning being approved tonight.

Commissioner Phillippe: Very good. Can I have an Ordinance number?

Kristine Georges: It'd be '30.

Commissioner Phillippe: I wasn't keeping track.

Commissioner Johnson: Remonstrators?

Commissioner Saylor: Is there anybody to speak against it?

Commissioner Phillippe: Is there anybody here to speak for or against this? No? Commissioner, it's in your district. Anything to add?

Commissioner Saylor: No, yes, just one (1) thing. Chris, what, the maintenance of these lakes and ponds, is that going to be in the covenants?

Chris Combs: It is in the covenants, the restrictions for the homeowners. There will be a fee charge to do that.

Commissioner Saylor: So, there's going to be an association there?

Chris Combs: That is correct. The lakes will be treated. We're stocking them with fish. We're putting fountains in them.

Commissioner Saylor: You interested in assuming any more responsibility for anymore?

Chris Combs: No, I've got all I need. Believe me.

Commissioner Saylor: I make a, so, there's no remonstrators here? So, I make a motion to approve the request to rezone and what's that Ordinance number?

Commissioner Phillippe: '30.

Commissioner Johnson: '30.

Commissioner Saylor: '30. Ordinance 2021-30.

Commissioner Johnson: Second.

Commissioner Phillippe: Have a first and a second. All in favor?

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Chris Combs: Thank you.

Scott Buedel: Thank you.

(Ordinance 2021-30 is located on Page 22 of these Official Minutes)

**PC-R-21-06 LARRY MCNEELY
ORDINANCE 2021-31**

Molly Barnhill: Next up is PC-R-21-06, petitioner/owner is Larry McNeely to rezone twenty-two point four-three (22.43) acres located on the north and west of the terminus of Hornbrook Drive. Approximately a quarter mile north of the intersection formed by Hornbrook Drive and New Harmony Road, from A, Agricultural Zoning District to R-1D/PUD, a One (1) Family Dwelling Zoning District. Boon Township, 10-5-8, complete legal's on file. It was advertised in the Standard July 29, 2021 and the APC gave a unanimous positive recommendation at their meeting held on August 9, 2021.

Commissioner Phillippe: Gentlemen.

Chad Wagner: I'm Chad Wagner the surveyor on the project. This is Bill McNeely. He's the son of Larry McNeely, he's the owner. He's here. The reason why we're having to do the rezoning for the twenty-two point four (22.4) acres is because it's at the end of a private lane, private drive. So, we had to extend the private drive a short distance, about fifty (50) feet. And then, rezone to a, a PUD in order for us to be able to use that private drive. So, the drive will continue to be maintained by the McNeely's. And this is going to be a two (2) lot subdivision. There's already a home on the twenty-two point four (22.4) acres and Bill's going to be constructing a new home on the property.

Commissioner Phillippe: Steve, anything to add?

Steve Sherwood: No issues.

Commissioner Phillippe: I'll entertain a motion.

Commissioner Saylor: Remonstrators?

Roger Emmons: Remonstrators?

Commissioner Phillippe: Anybody here to speak for or against, I apologize. No one here? Okay.

Commissioner Saylor: Nope. Ordinance number 2021-31.

Kristine Georges: Yes, Sir.

Commissioner Saylor: I make a motion to approve PC-R-21-06/Ordinance 2021-31.

Commissioner Johnson: Second.

Commissioner Phillippe: Have a first and a second. All in favor?

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Chad Wagner: Thank you.

(Ordinance 2021-31 is located on Page 23 of these Official Minutes)

PC-R-21-07 MYERS ROAD ORDINANCE 2021-32

Molly Barnhill: We have PC-R-21-07. Petitioner/owner is James Boyer by Sherrie Sievers, POA, to rezone forty-eight point three-three-six (48.336) acres located on the south side of Meyers Road approximately twelve hundred feet (1,200) south of the intersection of Meyers Road and Fortune Road from F.P., Flood Plain Zoning District and A, Agricultural to R1-D One Family Dwelling. Um, PUD, I believe there's a typo there. Yes, I'm sorry. It's a PUD on this one (1) as well because it does have a private road. It's in Boon Township, 30-6-7, complete legal on file. It was advertised in the Standard July 29, 2021. And the APC gave a unanimous positive recommendation at their meeting held on August 9, 2021.

Commissioner Phillippe: Okay, very good. No one's here to appear. Any issues Mr. Sherwood?

Steve Sherwood: No, again, it's a private road, so no issues.

Commissioner Phillippe: Okay. No...

Commissioner Johnson: Make a motion to approve Ordinance 2021-32.

Commissioner Saylor: Second.

Commissioner Phillippe: Have a first and a second. All in favor?

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Molly Barnhill: '32. Okay.

(Ordinance 2021-32 is located on Page 23 of these Official Minutes)

STREET CONSTRUCTION PLANS PP-21-14 IMAGO SUBDIVISION

Molly Barnhill: Last item for our office would be the Street Construction Plans for PP-21-14, Imago Subdivision. The petitioner/owner is Imago LLC, and Indiana Limited Liability Company by Thomas Hartman, owner. Four point two-zero-one (4.201) acres located on the north side of Oak Grove Road approximately 200 feet east of the intersection formed by Oak Grove Road and Libbert Road. It's Ohio Township, 15-6-9, at 8866 Oak Grove Road. They are requesting no improvements to Oak Grove Road. And the County Engineer did sign off on their request. It's a two (2) lot residential subdivision is what there are proposing to do.

Commissioner Phillippe: Steve, anything to add?

Steve Sherwood: This is the same property that came up at Drainage Board for no drainage plan approval unless further development of those two (2) lots is going to occur, Bobby recommends no improvements to Oak Grove Road at this time.

Commissioner Phillippe: Very good.

Commissioner Saylor: I make a motion to approve the street construction plans.

Commissioner Johnson: Second.

Commissioner Phillippe: First and a second. All in favor?

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Molly Barnhill: Okay, that's all for the Area Plan Commission.

Commissioner Phillippe: Thank you, Molly.

Molly Barnhill: Thank you.

(PP-21-14 is located on Page 24 of these Official Minutes)

ITEMS FOR DISCUSSION

APPROVE LETTER OF SUPPORT TO INDIANA OFFICE OF COMMUNITY AND RURAL AFFAIRS FOR OCRA HISTORIC PRESERVATION GRANT TO MILLER'S 5 & 10

Commissioner Phillippe: Okay, next item is an Item for Discussion. Roger?

Roger Emmons: Thank you, Mr. President. The one (1) item for discussion is to approve a letter of support to the Indiana Office of Community and Rural Affairs for an OCRA Historic Preservation Grant to Miller's 5 & 10 Cent Store on the square. And we did draft a letter and Terry has signed that. I have a copy which is unsigned. But, would request the Board approve this by motion.

Commissioner Phillippe: Yep. Be just a nice, if he gets this grant, it'll be a nice step in the right direction for the facades of the front of the buildings of Boonville, Indiana.

Commissioner Johnson: Make the motion to approve.

Commissioner Saylor: Second.

Commissioner Phillippe: First and a second. All in favor?

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

(Approval letter is located on Page 38 of these Official Minutes)

**ACTION ITEMS
APPROVAL OF MINUTES
AUGUST 23, 2021**

Commissioner Phillippe: Next item of, next item is Approval of Minutes, August 23, 2021 meeting.

Commissioner Saylor: Make a motion to approve.

Commissioner Johnson: Second.

Commissioner Phillippe: First and a second. All in favor?

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

**COUNTY ADMINISTRATOR
EASEMENTS RECEIVED FROM BOONVILLE TO LOCATE WATERLINE BY 4-H CENTER**

Commissioner Phillippe: And next item of business is our County Administrator, Roger.

Roger Emmons: Thank you again, Mr. President. Item 1, Easements Received from City of Boonville to Locate Waterline by the Warrick County 4-H Center. You tabled this at your August 23rd meeting. Bobby went, there was some emails back and forth between Bobby and Clint Roos with Midwestern Engineers regarding more details on the easement. So, I don't know at this time that Bobby's, you know, consulted with Steve or advised him about this. But, it may be an item that the Board may want to table until your next meeting.

Commissioner Phillippe: Yeah, Sheriff, while we're on this conversation, at some point we need to bring you into this conversation as the Jail Committee Chairman. When we first started talking about this, the easement was gonna go along Roth Road to Highway 62, basically at a right angle. And the drawing that they presented to us was something different through the middle of the property. And if a new Jail is going to be built at some point in the future, then we need to talk about this. So, just a heads up.

Commissioner Saylor: So, we need, we need to table this?

Commissioner Phillippe: Yes.

Roger Emmons: I think so.

Commissioner Saylor: I make a motion to table 'til the October 11, 2021 meeting.

Commissioner Johnson: Second.

Commissioner Phillippe: Have a first and a second. All in favor?

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

2022 HOLIDAY SCHEDULE ORDINANCE 2021-33

Roger Emmons: The next item I have is an Ordinance for the 2022 Holidays. And I'm assuming that would be 2021-33.

Kristine Georges: Yes, Sir.

Roger Emmons: This Ordinance lists fifteen (15) holidays next year in 2022.

Commissioner Johnson: Make a motion to approve Ordinance 2021-33.

Commissioner Saylor: Second.

Commissioner Phillippe: First and a second. All in favor?

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Roger Emmons: Thank you.

(Ordinance 2021-33 is located on Page 24 of these Official Minutes)

PANDEMIC RELIEF FUND REQUESTS HEALTH DEPARTMENT – FINE & HATFIELD

Roger Emmons: Next is to approve a couple of Pandemic Relief Fund requests, 21-48 is Health Department for the Ungetheim Contract, two thousand four hundred dollars (\$2,400.00). That's twelve hundred (\$1,200.00) each for the month of June and July of this year and this completes the contract with Ms. Ungetheim. And 21-49 is Fine & Hatfield, August 2021 invoices regarding COVID-19 matters. And Todd did present the corrected invoice to me prior to the meeting. And that amount, total amount requested is four thousand eight hundred twenty-six dollars (\$4,826.00) even. Just request the Board approve those two (2) by motion.

Commissioner Saylor: I make a motion to approve.

Commissioner Johnson: Second.

Commissioner Phillippe: Have a first and a second. All in favor?

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Pandemic Summary is located on Page 38 of these Official Minutes)

CONSENT AGENDA

- AUDITOR CLAIMS VOUCHER – PAYROLL – TREASURER’S REPORT**
- INDOT LPA AGREEMENT FOR TELEPHONE ROAD**
- INDOT LPA AGREEMENT FOR EPWORTH ROAD**
- APPROVAL OF ALZHEIMER SUPPORT LINK ON COUNTY WEBSITE WARRICK COUNTY HUMANE SOCIETY WARRICK TRAILS USE APPROVAL**
- ALPHA LASER LEASE AGREEMENTS FOR HIGHWAY DEPARTMENT & SURVEYOR’S OFFICE**
- APPROVAL OF SOURCEWELL AGREEMENT FOR AVAILABILITY OF COOPERATIVE PURCHASING CONTRACTS**
- JUDICIAL CENTER DRAINAGE & LANDSCAPING PROJECT CHANGE ORDER**
- HEALTH DEPARTMENT INDEPENDENT CONTRACTOR AGREEMENT**
- PEACHWOOD DRIVE CLOSURE REQUEST**

Roger Emmons: Next is the consent agenda. There are twelve (12) items on there and unless you have specific questions and need additional information, the Board can approve these by motion, by a single motion.

Todd Glass: (Inaudible) out of order?

Commissioner Saylor: What?

Todd Glass: Do you want to follow the agenda or go on into...?

Roger Emmons: Oh, I'm sorry.

Commissioner Saylor: No, let's go...

Todd Glass: You can do either one (1).

Commissioner Phillippe: Since he's already presented it, let's get that out of...

Roger Emmons: Sorry, Todd.

Todd Glass: That's alright.

Commissioner Phillippe: Anybody like to make a motion to approve the Consent Agenda?

Commissioner Johnson: So moved.

Commissioner Saylor: Just want to make sure I have no questions on any of it. Second.

Roger Emmons: One (1) correction. I put down on the County Treasurer's Report it was July. Heather advised that was actually the August 2021 Report.

Commissioner Phillippe: August 2021 Treasurer's Report is being presented. Very good.

Auditor Stevens: (Inaudible).

Kristine Georges: It's both.

Commissioner Phillippe: So, I have a question.

Kristine Georges: I do have both. So, it's July and August.

Commissioner Phillippe: So, it's July and August.

Roger Emmons: Okay, thank you.

Commissioner Phillippe: Thank you.

Commissioner Saylor: July and August.

Commissioner Phillippe: I do have a question real quick regarding a claim. Auditor Stevens?

Auditor Stevens: Yes.

Commissioner Phillippe: From Circuit Court, we have a claim that we've been asked about here for...

Auditor Stevens: Is it on your voucher for tonight for approval?

Commissioner Phillippe: It is not. That's the question.

Auditor Stevens: Oh.

Commissioner Phillippe: Why is this not presented?

Auditor Stevens: I'll try to answer it if I know the answer.

Commissioner Phillippe: Let's see here. I'm having a hard time, let me just find the claim sheet here. It's for CDW for twenty-five hundred and two dollars and twenty-eight cents (\$2,502.28) for MS Serve Pro 17 x 2. That sounds like a couple of lap tops to me. I'm not sure that's what it is. Any information on this?

Auditor Stevens: I don't, I have, I don't know what you're asking me, I'm sorry.

Commissioner Phillippe: Heather, do you know if this is two (2) laptops? That's what it looks like to me.

Auditor Stevens: Okay, and your question is?

Commissioner Phillippe: I don't believe it's been presented in any way, shape, or form.

Auditor Stevens: Looks like it may have originally been returned for a new account number on the claim. Which has, we have a stamp on it of August 23rd. You know, I really can't answer your question. You have a question about it. You're saying we received it August, we received it August 23rd. Obviously, it looks like we may have communicated with them for a corrected account number. And it looks like it had been corrected and sent back. So, I'm not sure if this August 23rd date was the original date where we had to get the claim corrected. You're asking me about something that you probably could have emailed me and maybe given me a little heads up. So, to be blindsided by a claim and asking why isn't it paid and why isn't it on the voucher, there could be...

Commissioner Phillippe: It was actually just handed to me today. So, I've been in meetings all day. I was just asked to asked the question.

Auditor Stevens: Okay. Right. August 23rd would have been week before last. And any claims that we would have had before that, with the holiday. And you received this from who?

Commissioner Phillippe: I think the concern is that I've seen various claims that have not been paid in a timely manner. I'm not saying that that's your fault. I know we've had some in our office that were...

Auditor Stevens: There could be much more to this claim than what you handed me. If there was, if this was sent back to the department for the correction for the account number, which it looks like it was at some point, that could have delayed it and then we would have gotten it back. It looks like a claim that probably would have to go on the next voucher. It's not contractual. So, it's...

Commissioner Phillippe: How long can those be held for various reasons?

Auditor Stevens: Well, I'm not saying, you're asking me if it's been held? I have no evidence that it's being held. We don't hold claims.

Commissioner Phillippe: That's not what I'm asking. I'm asking what you can tell me about it.

Auditor Stevens: Let's say we got it on the 23rd. Or it was returned and brought back to our office. It could be behind other claims. Today, what is today? Today is the 13th. Your voucher was turned over to you last Wednesday, which meant we would have cut off claims probably Monday, well Monday was a holiday. So, we may have started wrapping up some of the claims on Friday. Which, I don't have a calendar in front of me. Let me take a look and see.

Commissioner Saylor: Terry, this is saying received on date August 6, 2021. Then they say the corrected claim must be received by August 19 to remain in the next claim cycle. Fund account number incorrect.

Commissioner Phillippe: Yeah, I don't know, I don't know what this is even telling me to be honest.

Roger Emmons: It was pink slipped, so was the account number you recognized as being an incorrect account number?

Auditor Stevens: They were using an old, looks like, looked like an old account number.

Roger Emmons: Okay.

Commissioner Saylor: Like that (inaudible).

Auditor Stevens: From our old system which it would have had to have been corrected.

Commissioner Saylor: So, that Fund 1211, is that the number you're talking about?

Auditor Stevens: Again, I don't have it. I handed it back.

Commissioner Saylor: Oh, okay.

Commissioner Phillippe: So, I apologize. I'm just now looking at a little more detail. It says it's been returned to the Courts seven (7) times.

Auditor Stevens: Seven (7) times?

Roger Emmons: Seven (7) times, wow.

Auditor Stevens: I don't hardly think so.

Commissioner Saylor: (Inaudible).

Auditor Stevens: Who is telling you it was returned seven (7) times?

Commissioner Phillippe: The Court. Okay, so...

Todd Glass: Perhaps...

Commissioner Phillippe: I'm not sure we have an answer here.

Auditor Stevens: Looks like it was returned once before the account number change.

Todd Glass: Perhaps the Board...

Commissioner Phillippe: Okay.

Todd Glass: Perhaps the Board could just request the Auditor look into it tomorrow and see what she can do.

Auditor Stevens: I'm happy to. I would have been happy to do that prior to the meeting. And I probably could have had some answers for you.

Commissioner Saylor: You want me to give her my copy?

Commissioner Phillippe: Sure.

Auditor Stevens: Thank you.

Commissioner Saylor: Or, Todd, that's your copy.

Todd Glass: Yep. That's fine.

Commissioner Saylor: Is that okay?

Auditor Stevens: Do you want it?

Todd Glass: No.

Commissioner Phillippe: I apologize for the sidetrack there. But, I have a first and a second.

Roger Emmons: Oh, wait. Let me interrupt. I'm sorry.

Commissioner Phillippe: Consent agenda.

Roger Emmons: Number eight (8) on there talks about approval of the fixed asset notification form. I discussed this with, this under the consent agenda, I discussed this with Todd prior to the meeting. We really shouldn't approve that until the Resolutions from the Town of Newburgh and from the Board of Commissioner, Newburgh to donate, Warrick County to accept, are in place. Correct Todd?

Todd Glass: Correct.

Commissioner Saylor: So, we just need to strike that from the...

Roger Emmons: Yes, approve all of them except for number eight (8).

Todd Glass: And with, and with the correction to the Treasurer's Report being both July and August.

Roger Emmons: Gotcha.

Todd Glass: And if that is the correct motion...

Commissioner Saylor: So, should I restate the motion just with those corrections?

Todd Glass: You have moved to approve the Consent Agenda with those two (2) corrections.

Commissioner Saylor: Yeah, Treasurer's Report, July and August, and removal of the accepted donation for the Humvee. Alright. That's my motion.

Commissioner Johnson: Second.

Commissioner Phillippe: Alright.

Commissioner Saylor: Got to be clear in my head.

Commissioner Phillippe: And a second. All in favor?

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Okay.

(Certified Claims in the amount of \$5,699,138.27 are located on Pages 24 through 27 of these Official Minutes)

(Non-Certified Claims in the amount of \$213,219.26 are located on Page 27 of these Official Minutes)

(Payroll is located on Pages 27 through 28 of these Official Minutes)

(Treasurer's Reports are located on Page 38 of these Official Minutes)

(INDOT LPA Agreements, Epworth & Telephone Road, are located on File in the Auditor's Office)

(Alpha Laser Contracts are located on Pages 39 through 46 of these Official Minutes)

(Sourcewell Agreement is located on Pages 28 through 29 of these Official Minutes)

(New Growth Change Order is located on Page 29 of these Official Minutes)

(Health Department Independent Contractor Agreement is located on Pages 30 through 31 of these Official Minutes)

CSI CONTRACTS

Roger Emmons: Mr. President, I have one (1) more item under my other items. And this was requested to be added by County Attorney John Goth. It is to, a motion to approve termination of all agreements between Warrick County and CSI, that's Computer Systems, Incorporated. John sent me the letter on September 10th. Terry signed it and I mailed it certified that day to CSI. This is regarding the Clerk's Office computer services by CSI.

Commissioner Phillippe: Alright. Entertain a motion.

Commissioner Saylor: So moved.

Commissioner Johnson: Second.

Commissioner Phillippe: First and a second. All in favor?

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Roger Emmons: Thank you, Gentlemen.

Steve Sherwood: They did away with Bobby's business. So, would it need to be 'E'? (Inaudible).

COUNTY ATTORNEY ESTABLISHING SPEED LIMIT FOR FIELDSTONE SUBDIVISION RESOLUTION 2021-12

Commissioner Phillippe: Okay, next item on the agenda is our County Attorney. Mr. Glass?

Todd Glass: Thank you, Mr. President. A few quick items, couple Resolutions on Establishing of Speed Limits. The first one (1) is Resolution 2021-12, a Resolution of the Board of Commissioners of Warrick County establishing the maximum speed limit and Fieldstone Subdivision in Warrick County, Indiana, placing the maximum speed limit of twenty (20) miles per hour on each of those streets comprising the Fieldstone Subdivision including without limitation Foxmoor Drive, Brandywine Drive, Glennbrooke Drive, Hawthorne Drive, and Stonegarden Lane. And that Resolution is before the Board for approval today. I'll entertain a motion to approve.

Commissioner Johnson: Make a motion to approve Resolution 2021-12.

Commissioner Saylor: Second.

Commissioner Phillippe: First and a second. All in favor?

Commissioner Johnson: Aye.

Commissioner Phillippe: Dan? Aye?

Commissioner Saylor: Aye.

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

Todd Glass: Thank you.

(Resolution 2021-12 is located on Pages 31 through 32 of these Official Minutes)

**ESTABLISHING SPEED LIMIT FOR BERKSHIRE SUBDIVISION
RESOLUTION 2021-13**

Todd Glass: Second one (1) is Resolution 2021-13, again, this is a Resolution of the Board of County Commissioners Establishing the maximum speed limit in Berkshire Subdivision in Warrick County, Indiana, setting the maximum speed limit at twenty (20) miles per hour on each of those streets comprising the Berkshire Subdivision including without limitation Brompton Drive, Belmont Drive, Camden Drive, Abbe Wood Drive, Park Boulevard, White Chapel Drive, Bloomsbury Court, Eastwick Drive, and Brentford Drive. This Resolution is ready for your approval and that is Berkshire...Berkshire Subdivision on the north side of Oak Grove Road near Friedman Park.

Steve Sherwood: Yes.

Commissioner Phillippe: I'll entertain a motion.

Commissioner Saylor: Make a motion to approve Resolution 2021-13.

Commissioner Johnson: Second.

Commissioner Phillippe: First and a second. All in favor?

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Resolution 2021-13 is located on Page 32 of these Official Minutes)

**ROAD USAGE AGREEMENT FUND
ORDINANCE 2021-34**

Todd Glass: And lastly, Mr. President, I, this is not on your agenda. We have a proposed Ordinance, which if approved, would be 2021-34?

Kristine Georges: It would.

Todd Glass: And that would be an Ordinance of the Board of County Commissioners, Warrick County, Indiana, establishing a Home Rule Fund for the Road Usage Agreement charges/fees to establish a perpetual discretionary fund in the Code of Ordinances of Warrick County amending 37.26 creating the Road Usage Agreement Fund for the purposes of collecting fees paid to Warrick County as part of any Road Usage Agreement entered into by Warrick County pursuant to your recently amended Section 70.08 of the Warrick County Code of Ordinances. I believe the Auditor and Treasurer's Office need this fund created, simply creates the Road Usage Agreement Fund, non-reverting, perpetual, discretionary fund.

Commissioner Phillippe: Understood. I'll entertain a motion to approve.

Commissioner Saylor: Make a motion to approve Ordinance 2021-34.

Commissioner Johnson: Second.

Commissioner Phillippe: I have a first and a second. All in favor?

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

Commissioner Phillippe: Aye. Motion carries three, zero (3-0). That's all?

Todd Glass: That's all.

Commissioner Phillippe: Thank you.

(Ordinance 2021-34 is located on Page 33 of these Official Minutes)

**COUNTY ECONOMIC DEVELOPMENT
MAINSTREAM AGREEMENTS
SUB-AWARD AGREEMENTS – THIRD AMENDMENT TO BROADBAND AGREEMENT
FIRST AMENDMENT TO FINANCING AGREEMENT**

Commissioner Phillippe: Alright, where we at? Next item on the agenda is our County Economic Development Director.

Steve Roelle: Steve Roelle, Economic Development. Good afternoon. I've got three (3) documents for everyone's signatures. They have to do with the payment to Mainstream for our fiber backbone project. As you guys are aware, we decided, the Commissioners decided to make some of that payment from our ARP Funds. In order to do that, and for the County to have the distribution of those funds, a Sub-Award Agreement needed to be created. Todd and John put that together between the County and Mainstream by making changes to the payment, the original Economic Development Agreement. We also have two (2) other documents, the Third Amendment to the Broadband Economic Development Agreement which outlines those changes that we made for the payment. And then we also have a Financing Agreement as part of the Broadband Agreement. And this would be the First Amendment to the Financing Agreement which outlines the terms of using these ARP Funds and making this payment to Mainstream. All three (3) of these have been reviewed by Commissioners, Counsel. Have been reviewed by Economic Development Counsel. Have been agreed to by Mainstream. Mainstream has signed them. I have signed where appropriate. And I believe that you guys have three (3) copies of each and the Commissioners will keep a copy. We will keep a copy on file in Economic Development. And then we'll take a second, the last copy and we will forward those to Mainstream.

Commissioner Phillippe: Understood.

Todd Glass: Mr. President, if I could, I just want to mention. This was kind of a curve ball in the use of the ARP Funds, but I do appreciate the help Mr. Roelle and Mr. Davis provided, because they had to get this wrapped up in a nice package and get it done and they did. So, we appreciate that. This would be a motion, Mr. President, if you wanted to, to approve and authorize the signing of the Sub-Award Agreement, the Third Amendment to the Broadband Economic Development Agreement, and the First Amendment to the Financing Agreement.

Commissioner Phillippe: I'll entertain a motion.

Commissioner Johnson: So moved.

Commissioner Saylor: Second.

Commissioner Phillippe: Have a first and a second. All in favor?

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Steve Roelle: Okay, thank you.

Commissioner Phillippe: Thank you, Steve.

Commissioner Saylor: Thanks, Steve.

(Mainstream Agreements are located on Pages 34 through 37 of these Official Minutes)

The rest of this page left intentionally blank.

COMMISSIONER'S ITEMS FOR DISCUSSION

Commissioner Phillippe: Okay, that appears to be it. Mr. Saylor?

Commissioner Saylor: I have nothing.

Commissioner Phillippe: Mr. Johnson?

Commissioner Johnson: Nothing, Sir.

Commissioner Saylor: Make a motion to adjourn.

Commissioner Johnson: Second.

Commissioner Phillippe: I have a first and a second. All in favor?

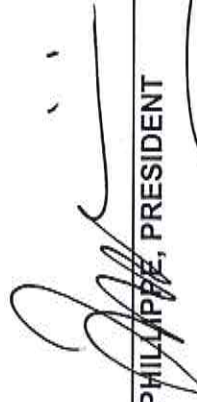
Commissioner Johnson: Aye.

Commissioner Saylor: (Inaudible).

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

ADJOURNMENT: Meeting adjourned at 4:39 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



2021-010524
WARRECK COUNTY
RECORDED AS PRESENTED ON
09/15/2021 11:00 AM
REC PAGE 0.00
PAGE(S) 1

Ordinance No. 2021-29

AN ORDINANCE TO VACATE PUBLIC WAYS WITHIN WARRECK COUNTY, INDIANA, AS FOLLOWS, TO-WIT:

Section I. A verified petition was presented to the Board of Commissioners of Warrick County requesting that the aforesaid Public Way be vacated.

Section II. That after due and proper notice a timely public hearing was convened by the Board of Commissioners, at which time all interested persons were permitted to address regarding said vacation.

Section III. That the Board of Commissioners of Warrick County, after due investigation and consideration has determined that the location and extent of public use and the public interest to be observed is such as to warrant the vacation of that part of the public way or public place described as follows, and further described with the drawing hereto attached, which is made a part of this Ordinance.

Part of Jenner Road, being Lowell Road in 1916, dedicated in the County Commissioner's Records of Warrick County, Indiana dated April 4, 1916 and being part of Lot 1 in Victoria Woods recorded in Document Number 2013R-012584 in the office of the Recorder of Warrick County, Indiana, all lying in of Section 8 in Township 6 South, Range 8 West in Boon Township, Warrick County, Indiana and all being more particularly described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of the Northeast Quarter of said Section 8, said point being at the intersection of Jenner Road and Baker Road; thence along the south line of said Quarter Section, North 89 degrees 05 minutes 37 seconds West 273.77 feet; thence along the northerly right of way of Victoria Woods Drive, said point being the point of beginning; thence along said northerly right of way, said point being the point of beginning; thence along the south line of Victoria Woods Drive, said point being the point of beginning; thence along said south line of Victoria Woods Drive, South 72 degrees 59 minutes 53 seconds West 48.78 feet to a point of the south line of Jenner Road; thence along said South line, North 89 degrees 05 minutes 37 seconds West 2228.91 feet to a point on the boundary of said Lot 1 in Victoria Woods; thence along said West line, North 35 degrees 39 minutes 08 seconds East 37.85 feet to the North line of Jenner Road; thence along said North line, South 89 degrees 05 minutes 37 seconds West 227.91 feet to a point on the boundary of said Lot 1; thence along said boundary, South 4 degrees 33 minutes 00 seconds East 7.50 feet to a point on said proposed northerly line of Victoria Woods; thence along said proposed northerly line, South 72 degrees 59 minutes 53 seconds West 24.51 feet to the point of beginning containing 1.56 acres.

See Exhibit "A" for Exhibit of Area being vacated.

FILED
AUG 2 0 2021
WARRECK COUNTY
AREA PLANNING COMMISSION

JUSTICE CLERK: 11/15/2021 11:05AM 11/15/2021 11:05AM 2021-08-302-001-000-002

Therefore, the Board of Commissioners of Warrick County, Indiana, does hereby find that the portion of the above-described Public Way is no longer required for public use and the public interest will be served by such vacation, and the Board of Commissioners of Warrick County does hereby vacate the Public Way described in Section III above subject to the terms and conditions as stated in this Ordinance.

Board of Commissioners for Warrick County

President *[Signature]*
Vice-President *[Signature]*
Attest: *[Signature]*
County Auditor

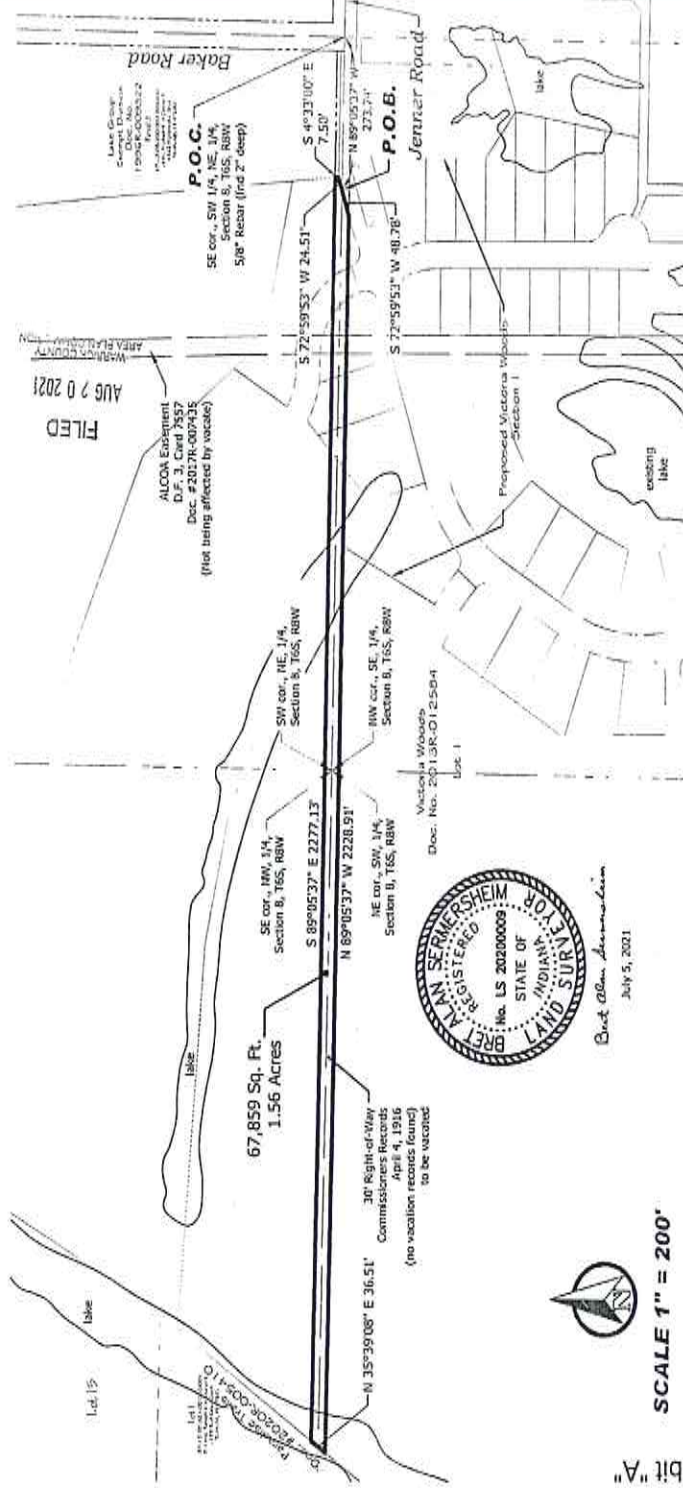
Tax Parcel No: **87-13-08-302-001.000-002**

THIS INSTRUMENT WAS PREPARED BY BRET A. SERMERSHEIM OF MORLEY AND ASSOCIATES, INC. 4800 ROXBOROUGH AVENUE, INDIANAPOLIS, INDIANA 46220. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

Bret A. Sermersheim, (signature) **Bret A. Sermersheim**, (printed name), FILED

AUG 2 0 2021
WARRECK COUNTY
AREA PLANNING COMMISSION

JUSTICE CLERK: 11/15/2021 11:05AM 11/15/2021 11:05AM 2021-08-302-001-000-002



SCALE 1" = 200'

Exhibit "A"



Right-of-Way Vacation Exhibit

WARRECK COUNTY
AREA PLANNING COMMISSION

April Term 1916. Samuel Hamelmeier, et al. versus ^{of} ~~vs.~~
 State of Indiana ss.
 vs. the matter of Petition
 for the removal of Public
 Bonds. <sup>Commissioners Court, April
 Term, 1916.</sup>

Samuel Hamelmeier de hereby certifies that the
 same of Hamelmeier et al. versus the petition of
 in the township of ~~Don~~, in the county of
 of which notice is given, is attached to the
 Court file, in the State of Indiana, and in the
 place in said County and State, and in three
 places in said County and State, for more
 for the hearing on the said petition, the day set
 of April, 1916.

Subscribed and sworn to before me this 13th day
 of April, 1916. ^{Notary Public.}

State of Indiana, ss.
 Warrick County, ss.
 Chas. A. Johnson of the Board of Commissioners, Public
 Works Department of the County, and
 the notice of which is attached to the
 in said County and State, and in three
 places in said County and State, for more
 for the hearing on the said petition, the day set
 of April, 1916.

Subscribed and sworn to before me this 13th day
 of April, 1916. ^{Notary Public.}

Samuel Hamelmeier, et al. versus
 State of Indiana, ss.
 vs. the matter of Petition
 for the removal of Public
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 in the township of ~~Don~~, in the county of
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 Court file, in the State of Indiana, and in the
 place in said County and State, and in three
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State of Indiana, ss.
 Warrick County, ss.
 Chas. A. Johnson of the Board of Commissioners, Public
 Works Department of the County, and
 the notice of which is attached to the
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 places in said County and State, for more
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 for the hearing on the said petition, the day set
 of April, 1916.

Subscribed and sworn to before me this 13th day
 of April, 1916. ^{Notary Public.}

State of Indiana, ss.
 Warrick County, ss.
 Chas. A. Johnson of the Board of Commissioners, Public
 Works Department of the County, and
 the notice of which is attached to the
 in said County and State, and in three
 places in said County and State, for more
 for the hearing on the said petition, the day set
 of April, 1916.

Subscribed and sworn to before me this 13th day
 of April, 1916. ^{Notary Public.}

Extension of Surety:
Berkshire Subdivision Phase 2

BOARD OF COMMISSIONERS:

President: *[Signature]*
 Member: *[Signature]*
 Member: *[Signature]*

ATTEST:

[Signature]
 Auditor
 Date: 9/14/21



MORLEY
 ARCHITECTS | ENGINEERS | SURVEYORS

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

September 3, 2021
 Warrick County Engineer's Office
 107 W Locust Street, Suite 208
 Boonville, IN 47601

[Signature]
 9-9-2021 FILED
 WARRICK COUNTY
 AREA PLAN COMMISSION

Re: Berkshire Subdivision - Phase 2
 Letter of Credit Renewal
 Morley 9762.4.001B

Dear Bobby,

On behalf of Maken Corporation, we request that the current letter of credit be renewed at current value.

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

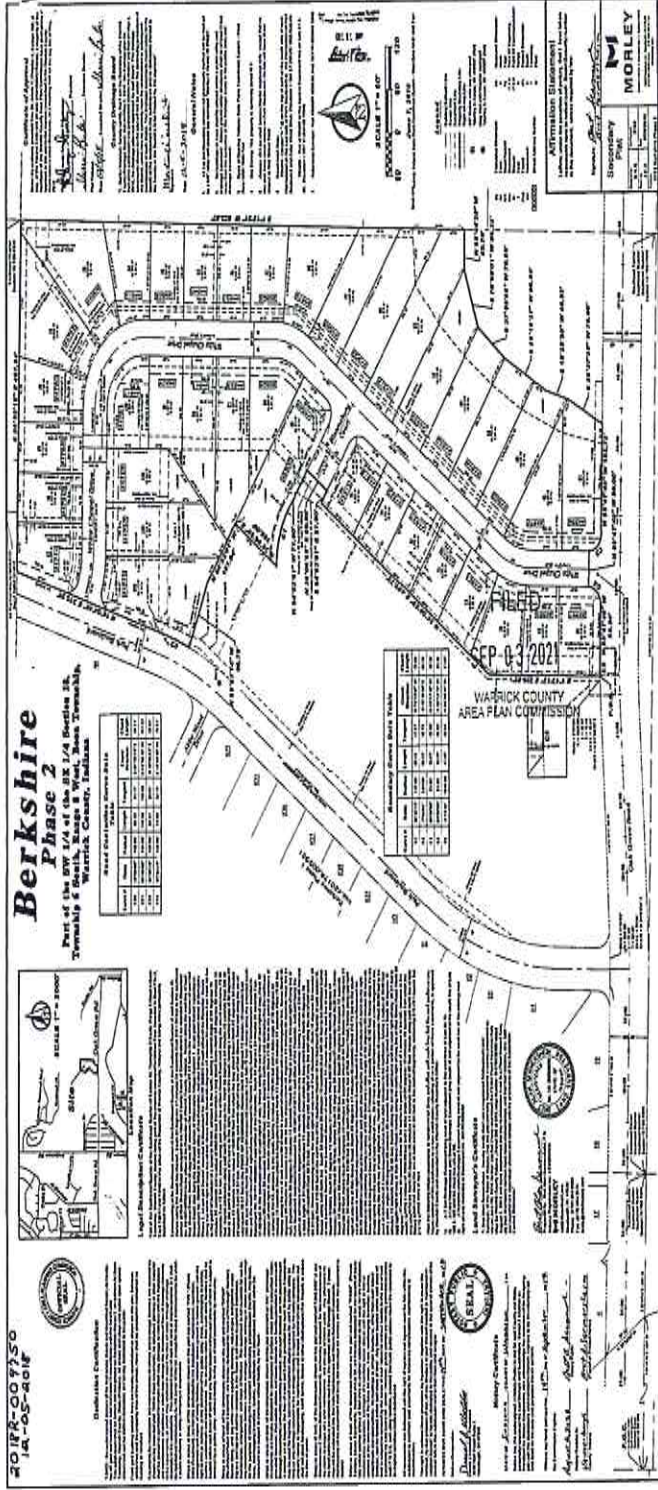
Thank you.

[Signature]
 James E. Morley, P.E., P.S.
 President

cc: Warrick APC - Molly Barmhill
 Maken Corp - Danny Uebelhor
 File



J:\8000a9700-9799a9762\Civil 3D\Documents\Phase 2 Plat\9762 Phase 2 LOC Reduction 2021.docx



Extension of Surety:
Willow Estates

BOARD OF COMMISSIONERS:

[Signature]
President
Member
[Signature]
Member

ATTEST:

[Signature]
Auditor
Date: 9/13/21



MORLEY

ARCHITECTS | ENGINEERS | SURVEYORS

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

August 17, 2021

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

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

Dear Bobby:

We inspected the roadway and drainage as part of Willow Estates Subdivision. The remaining items to be installed, listed below, are based on our inspection. Due to time constraints the items listed below cannot be completed by October 1, 2021, as required by the letter from Warrick County Area Plan Commission dated August 2, 2021. The following items need to be completed:

- 1) Street items that need to be installed
 - 1 1/2" Asphalt Surface 2 entrances LS @ \$37,277.50
 - 2 Stop Bar EA @ \$500.00
 - 564 Sidewalk LF @ \$15.00
 - 1 Curb Ramps EA @ \$500.00
 - 2) Drainage items to be completed
 - Removal of siltation of dirt from swales (S103A, S102) 826.5 LF @ \$1.00
- A & R - Street widening along Willow Park Rd*
- | | |
|-----------------------------|--------------------|
| Total - Street and Drainage | \$48,014.00 |
| 10% Contingency | \$4,801.40 |
| TOTAL | \$52,815.40 |

FILED

AUG 18 2021

WARRICK COUNTY
AREA PLAN COMMISSION

MORLEY

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

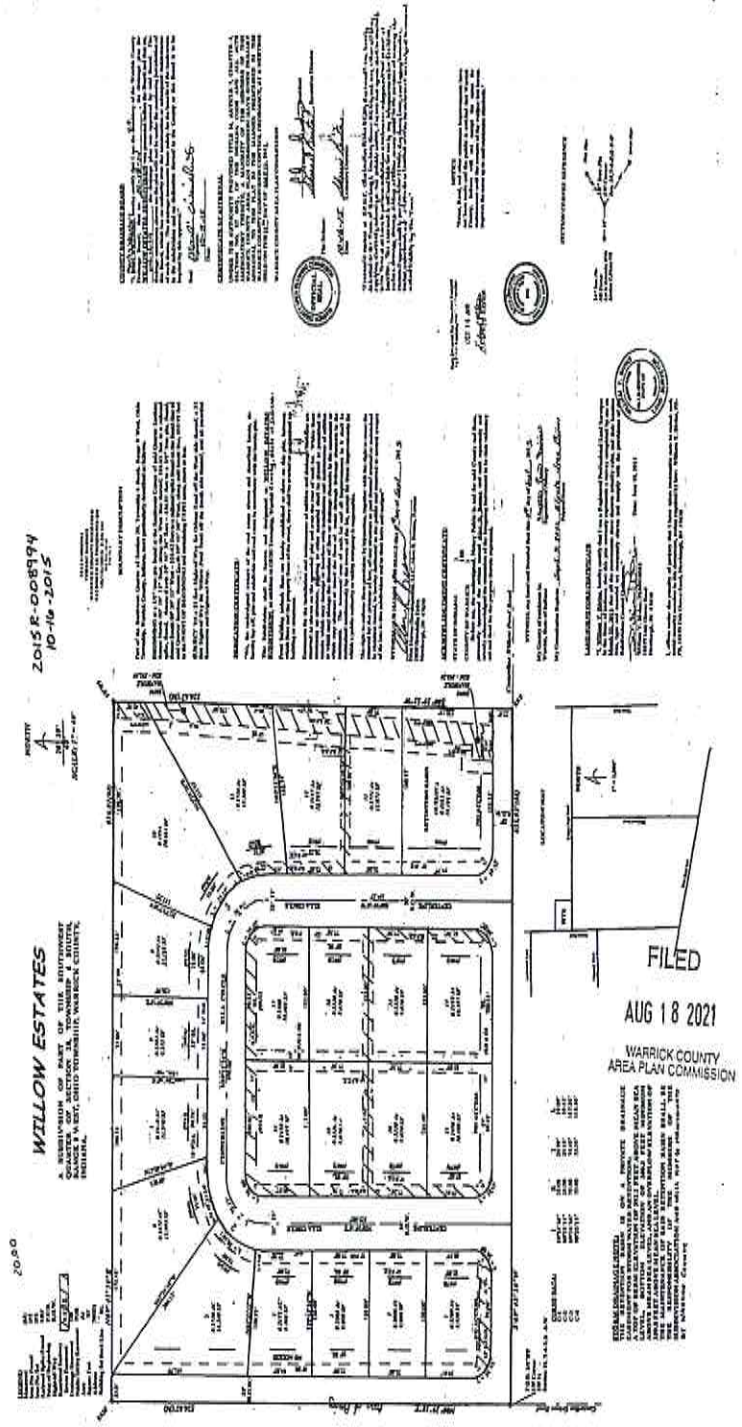
Thank you.

[Signature]
James E. Morley, P.E. P.L.S.
Project Engineer

Attached: Plat
Warrick APC - Molly Barmhill
Thompson Homes, Inc. - Nick Thompson



Willow Estates - Warrick County, IN
August 17, 2021



August 27, 2021
 Warrick County Engineer's Office
 Attn: Bobby Howard, P.E.
 107 W. Locust Street, Suite 208
 Boonville, IN 47601
 RE: Indiana Members Credit Union
 Engineer's Certification
 Morley Project # 11081-1.001-B

Dear Bobby,
 On behalf of our client, we are requesting the release of surety for the commercial driveways for the Indiana Members Credit Union project at 8041 Bellmoore Drive (2020-028-C). We have reported the two commercial driveways and they are in general compliance with the approved permit.

Thank you,
 James E. Morley, P.E., P.S.
 President
 cc: Warrick APC - Molly Barnhill
 Hafer - Dempson Haney
 File



812-464-8888 or 812-464-2514 ext
 4800 Rosebud Ln., Newburgh, IN 47630
 morleycorp.com

FILED
 AUG 27 2021
 WARRICK COUNTY
 AREA PLAN COMMISSION

BOARD OF COMMISSIONERS:

President
 Member
 Member
 Member

ATTEST:
 Auditor
 Date: 9/14/21



August 13, 2021
 Warrick County Area Plan Commission
 107 West Locust Street
 Courthouse - Room 201
 Boonville, IN 47601

Reference: Irrevocable Letter of Credit - Permit No. C-2020-057 Driveway Apron and Deceleration Lane (807-481-26) - Lincoln Ave. and Epworth Road.

Dear Ms. Barnhill,

In response to your letter to Mike Allen of the Evansville Christian School, which notified us about the expiring letter of Credits please be advised, as of August 13, 2021, 100% of the driveway improvements for the above-mentioned project has been completed. Therefore, Evansville Christian School requests a release of surety for the driveway improvements.

I thank you for your attention to this matter and I look forward to hearing from you for the release approval.

Sincerely,

Mackenzie Dawdy
 Mackenzie Dawdy

BOARD OF COMMISSIONERS:

President
 Member
 Member

ATTEST:
 Auditor
 Date: 9/14/21




 2021R-010526
 WARRICK COUNTY RECORDER
 RECORDED AS PRESENTED ON
 09/21/2021 11:00 AM
 WARRICK COUNTY COMMISSIONERS ORDINANCE # 2021R-010526
 PLAN COMMISSIONER DOCKET # PC-R-21-05
 PAGES: 2

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

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

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

That the boundaries of the "A" District as shown on said Warrick County Zoning District Maps, be amended as to the described real estate:

A part of the Northeast Quarter of Section Twenty-one (21), Township Six (6) South, Range Nine (9) West of the Second Principal Meridian, Ohio Township, Warrick County, Indiana, and more particularly described as follows:

Commencing at a 1" iron rod in concrete at the Northwest corner of said Quarter Section;

thence along the North line thereof South 89 degrees, 06 minutes, 52 seconds East a distance of 272.49 feet to the Northeast corner of a parcel described as "Parcel X" to the Glen H. Allen Revocable Living Trust and Dolores L. Allen Revocable Trust in deed document 2005R-005632 in the Warrick County Recorder's Office;

thence along the East line thereof South 00 degrees, 46 minutes, 52 seconds West a distance of 90.00 feet to the Point of Beginning, marked by a 5/8" rebar with plastic cap inscribed "WAGNER LS 21700013", hereon referred to as a Wagner pin), said point being the southwest corner of a parcel described to the Warrick County Board of Commissioners as Parcel 13 deed document 2012R-008971;

thence continue along said East line South 00 degrees, 46 minutes, 52 seconds West a distance of 33.59 feet to the Wagner pin, hereon referred to as a Wagner pin, described to Vectren Energy Delivery of Indiana, Inc. in deed document 2008R-005715;

thence along the north line thereof South 89 degrees, 48 minutes, 17 seconds East a distance of 725.20 feet to a 5/8" rebar cap "880035" at the Northeast corner of said parcel, said point lying on the West line of a parcel described to Southern Indiana Gas and Electric Company in deed document 2007R-011920;

thence along said East line North 00 degrees, 44 minutes, 00 seconds East a distance of 1,347.86 feet to a Wagner Pin at the southeast corner of said Warrick County Parcel;

thence along the south line thereof the following three calls: North 89 degrees, 06 minutes, 52 seconds West a distance of 24.22 feet to a Wagner Pin; thence South 88 degrees, 01 minute, 24 seconds West a distance 400.50 feet to a Wagner Pin; thence North 89 degrees, 06 minutes, 52 seconds West a distance of 299.78 feet to the Point of Beginning, containing 22.26 acres, more or less.



Subject to all easements and rights-of-way of record.

The legal description for the above-described parcel of real estate was derived from a survey by Chad A. Wagner, Registered Land Surveyor dated April 17, 2018 and recorded April 17, 2018, as Instrument Number 2018R-002936 in the office of the Recorder of Warrick County, Indiana.

Which real estate is zoned and classified as part of the "A" (Agricultural) District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said "A" District to said "PUD/R-2B" Multi-Family Planned Unit Development.

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

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


 President

 Member


 Member
 BOARD OF COMMISSIONERS
 WARRICK COUNTY INDIANA

County Auditor: 

Date Approved: 9/13/21

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


 Signature


 Printed Name

This document prepared by: Scott Buedel, Cash Wagener and Associates, PC
 414 Citadel Circle, Suite B, Evansville, IN 47715.



1263 E. 900 S.
FORT BRANSON, IN 47316
812-753-1233
WWW.KISSELSURVEYING.COM



IMAGO SUBDIVISION

To: Warrick County Engineering Department

[Handwritten signature]

REQUEST FOR: NO STREET IMPROVEMENTS/ROAD PLANS

In regards to the above subdivision, we are requesting that no STREET IMPROVEMENTS AND NO ROAD PLANS be required in regards to the approval of this subdivision.

BOARD OF COMMISSIONERS:

[Signatures of Board of Commissioners]
President
Member
Member

ATTEST:

[Signature of Auditor]
Auditor
Date: 7/13/21
WARRICK COUNTY
AREA PLANNING COMMISSION

FILED
JUL 30 2021

WHEREAS, Indiana Code 5-10-6-1 provides that the Warrick County Board of Commissioners shall, by ordinance, establish dates designated to be holidays for the year; NOW, THEREFORE, be it ordained by the Warrick County Board of Commissioners that said Board establishes the following days as legal holidays for the year 2022:

Table with 2 columns: Holiday Name, Date. Includes New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Primary Election, Memorial Day, Independence Day, Labor Day, General Election, Veterans' Day, Thanksgiving Break, Christmas Eve & Christmas, New Year's Eve.

This Ordinance passed and ordained this 13th day of September, 2021.

WARRICK COUNTY BOARD OF COMMISSIONERS

[Signatures of Board of Commissioners]
President
Vice-President
Member

ATTEST:
[Signature of Auditor]
Deborah K. Stevens, Auditor

W:\72.16.39.101\wec\COMMI\ST\ORDINANCES\2021\2021-___ (2022 Holidays).doc

Large table with multiple columns: Date, Name, Title, Department. Lists various employees and their roles across different departments.

FILED
OCT 13 2021

INDEPENDENT CONTRACTOR AGREEMENT

Riley Epperson
Riley Epperson

THIS AGREEMENT, for the year of 2020, made and entered into at Boonville, Indiana, as of the 26th day of July 2021, by and between Warrick County, Indiana, by and through the Warrick County Health Department (the "County"), and Riley E. Epperson ("Contractor"), made in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, is as follows:

1. **Retaining Services of Contractor.** The County hereby retains Contractor in the capacity of an independent contractor to perform those services specifically described on Exhibit A (the "Services"). Contractor shall be responsible for, supervise, and be in full control of the work involved in performing the Services. Contractor shall work that number of hours necessary to accomplish the Services.
2. **Consideration.** The County shall pay to Contractor, and Contractor shall accept from the County a full and complete consideration for the Services to be performed hereunder, the amount of \$10.95 per day/hour. Contractor shall not be entitled to any of the fringe benefits provided by the County to its employees including, but not limited to, wages, salaries, health benefits, and deferred compensation benefits, it being understood that the consideration specified in this paragraph 2 constitutes the sole consideration payable by the County for the services to be performed by Contractor hereunder. The County shall not withhold from any sums payable to Contractor, any local, state or federal income taxes, contributions to Social Security (FICA), or state unemployment taxes.
3. **Term and Termination.** This Agreement shall commence as of 26th day of July, 2021, notwithstanding the date first written above, and shall continue on a month-to-month basis until such time as when this Agreement is terminated by either party upon written notice to the other party. In case of incompetency in the performance of any portion of the Services, or in the event of a breach by Contractor of any of the provisions of this Agreement, the County shall have the right to terminate this Agreement and all its obligations hereunder, immediately and without notice, subject only to the obligation to pay Contractor for work performed to the time of termination in accordance with the terms hereof.
4. **Compliance with Laws and Regulations.** Contractor agrees that the Services shall be conducted in full compliance with any and all applicable Federal, state and local laws, rules, or regulations, and in accordance with the terms and conditions of any grants, gifts, endowments, or donations to the County.
5. **Liability for Injuries or Damages to Person or Property.** Contractor understands and agrees that, due to the independent contractor status of Contractor, Contractor shall not be eligible for any worker compensation insurance policy and the County shall not be responsible for the performance of his or her duties under this Agreement.
6. **Insurance and Indemnification.** Contractor shall carry and maintain throughout the period of this Agreement, at Contractor's sole cost and expense, automobile liability insurance in amounts satisfactory to the County. Contractor further agrees to hold harmless and indemnify the County from and against all claims, demands, actions, causes of action, suits, or judgments, asserted, made or incurred by any and all persons whatsoever on account of the acts or omissions of Contractor during the term of this Agreement, and Contractor shall defend, indemnify and hold harmless the County for loss or damage to any of the County's property or equipment used or obtained in connection with the performance of the Services.
7. **Relationship of the Parties.** The Contractor shall at all times be considered an independent contractor. Contractor acknowledges and agrees that he or she will perform his or her obligations herein solely as an independent contractor, and will not represent him or herself in any manner to any third party as a representative or authorized agent of the County, or to make any representations, warranties, or commitments on behalf of the County. Contractor shall have sole responsibility for the conduct and control of the services to be performed hereunder. The manner and manner in which the work to be performed hereunder are in the sole discretion and control of Contractor. However, the services to be performed hereunder shall be subject to the general supervision and approval of the County, and shall be subject to the County's general right of supervision in order to assure the satisfactory completion thereof.
8. **Assignment.** Contractor agrees that he or she will not subcontract or assign any part of his or her duties under this Agreement to any organization or individual without approval from the County.
9. **Taxes.** The County shall not be responsible for any taxes levied on Contractor as a result of this Agreement. Contractor shall be solely and exclusively liable for payment of any and all taxes levied on Contractor as a result of this Agreement.
10. **Governing Law.** The validity, performance, interpretation and effect of this Agreement shall be governed by the laws of the State of Indiana. If any provision of this Agreement or the application thereof shall, for any reason, and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected thereby, but rather shall be enforced to the maximum extent possible under applicable law.
11. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, oral or written, between the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties until made in writing and signed on behalf of each of such parties by their respective representatives.
12. **Competition.** Neither this Agreement nor the relationship created thereby shall operate to preclude the Contractor from contracting to provide his or her services to other persons or entities, so long as the same does not adversely affect his or her ability to provide the Services hereunder.
13. **Severability.** In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions

maintenance of such insurance shall be a condition precedent to the payment to Contractor of the consideration provided for herein.

Contractor shall be entirely and solely responsible for his or her actions while engaged in the performance of the Services. Contractor, for him or herself and for all heirs, successors, or assigns of Contractor, covenants and agrees to indemnify and hold harmless the County, absolutely and without limit, against all claims, demands, actions, causes of action, suits, or judgments, asserted, made or incurred by any and all persons whatsoever on account of the acts or omissions of Contractor during the term of this Agreement, and Contractor shall defend, indemnify and hold harmless the County for loss or damage to any of the County's property or equipment used or obtained in connection with the performance of the Services.

Contractor shall at all times be considered an independent contractor. Contractor acknowledges and agrees that he or she will perform his or her obligations herein solely as an independent contractor, and will not represent him or herself in any manner to any third party as a representative or authorized agent of the County, or to make any representations, warranties, or commitments on behalf of the County. Contractor shall have sole responsibility for the conduct and control of the services to be performed hereunder. The manner and manner in which the work to be performed hereunder are in the sole discretion and control of Contractor. However, the services to be performed hereunder shall be subject to the general supervision and approval of the County, and shall be subject to the County's general right of supervision in order to assure the satisfactory completion thereof.

Contractor agrees that he or she will not subcontract or assign any part of his or her duties under this Agreement to any organization or individual without approval from the County.

The County shall not be responsible for any taxes levied on Contractor as a result of this Agreement. Contractor shall be solely and exclusively liable for payment of any and all taxes levied on Contractor as a result of this Agreement.

The validity, performance, interpretation and effect of this Agreement shall be governed by the laws of the State of Indiana. If any provision of this Agreement or the application thereof shall, for any reason, and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected thereby, but rather shall be enforced to the maximum extent possible under applicable law.

This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, oral or written, between the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties until made in writing and signed on behalf of each of such parties by their respective representatives.

Neither this Agreement nor the relationship created thereby shall operate to preclude the Contractor from contracting to provide his or her services to other persons or entities, so long as the same does not adversely affect his or her ability to provide the Services hereunder.

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

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

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

IN WITNESS WHEREOF, the parties hereunto have entered into this Agreement on the date first above written.

WARRICK COUNTY
HEALTH DEPARTMENT

By: *Ann Warrick*
Its: *Ann Warrick*
County

Printed Name: Riley Epperson
Signature: *Riley Epperson*
Contractor

APPROVED:
WARRICK COUNTY BOARD OF COMMISSIONERS

Robert H. Johnson
ROBERT H. JOHNSON
Chair

Signature by Board President effective to bind County during Emergency Declaration, Resolution 2020-03

INDEPENDENT CONTRACTOR AGREEMENT

Contractor hereby agrees to perform the following services for the County, as needed:

SEE ATTACHED

Scope of Services

- Assist the Nursing department with all Clerical work.
- Assist the Nursing department with Clinics (Vaccines, Immunizations & other routine testing)
- Scheduling of Vaccines on ZOTEC program.
- Managing the office for the Nursing Department.
- Any and all other assigned duties for the Health Department

RESOLUTION 2021-12

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA ESTABLISHING THE MAXIMUM SPEED LIMIT IN THE FIELDSTONE SUBDIVISION IN WARRICK COUNTY, INDIANA

WHEREAS, the Board of Commissioners of Warrick County has the authority to declare a reasonable and safe maximum speed limit on public highways within its jurisdiction pursuant to Ind. Code 9-21-5-6;

WHEREAS, Section 70.01 of the Warrick County, IN Code of Ordinances provides that the Board of Commissioners of Warrick County may, by resolution, post maximum speed limits on county highways;

WHEREAS, there is currently no posted speed limit for those streets comprising the Fieldstone Subdivision, and the posting of a proper and safe speed limit would be in the best interests of the residents of Fieldstone Subdivision and the citizens of Warrick County; and

WHEREAS, the Warrick County Highway Engineer recommends establishing a maximum speed limit of those streets comprising the Fieldstone Subdivision.

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

The maximum speed limit shall be twenty (20) miles per hour on each of those streets comprising the Fieldstone Subdivision, including, without limitation, Foxmeor Drive, Brandwynne Drive, Glennbrooke Drive, Hawthorne Drive, and Stonegarden Lane.

BE IT FURTHER RESOLVED that the Warrick County Highway Department shall post the respective speed limit as set out above with the appropriate signs, and that all provisions of Section 70.99 of Warrick County, IN Code of Ordinances shall apply to this Resolution.

[Remainder of page left intentionally blank]

RESOLUTION 2021-12

Passed and adopted by the Warrick County Board of Commissioners this 13th of September, 2021.

WARRICK COUNTY BOARD OF COMMISSIONERS

Terry Phillips, President
Robert H. Johnson, Jr., Vice President
Dan Saylor, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

RESOLUTION 2021-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA ESTABLISHING THE MAXIMUM SPEED LIMIT IN THE BERKSHIRE SUBDIVISION IN WARRICK COUNTY, INDIANA

WHEREAS, the Board of Commissioners of Warrick County has the authority to declare a reasonable and safe maximum speed limit on public highways within its jurisdiction pursuant to Ind. Code 9-21-5-6;

WHEREAS, Section 70.01 of the Warrick County, IN Code of Ordinances provides that the Board of Commissioners of Warrick County may, by resolution, post maximum speed limits on county highways;

WHEREAS, there is currently no posted speed limit for those streets comprising the Berkshire Subdivision, and the posting of a proper and safe speed limit would be in the best interests of the residents of Berkshire Subdivision and the citizens of Warrick County; and

WHEREAS, the Warrick County Highway Engineer recommends establishing a maximum speed limit of those streets comprising the Berkshire Subdivision.

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

The maximum speed limit shall be twenty (20) miles per hour on each of those streets comprising the Berkshire Subdivision, including, without limitation, Brompton Drive, Belmont Drive, Camden Drive, Abbe Wood Drive, Park Boulevard, White Chapel Drive, Bloomsbury Court, Eastwick Drive, and Brentford Drive.

BE IT FURTHER RESOLVED that the Warrick County Highway Department shall post the respective speed limit as set out above with the appropriate signs and that the penalty provisions of Section 70.99 of Warrick County, IN Code of Ordinances shall apply to this Resolution.

[Remainder of page left intentionally blank]

RESOLUTION 2021-13

Passed and adopted by the Warrick County Board of Commissioners this 13th of September, 2021.

WARRICK COUNTY BOARD OF COMMISSIONERS

Terry Phillips, President
Robert H. Johnson, Jr., Vice President
Dan Saylor, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

ORDINANCE 2021-34

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA ESTABLISHING THE ROAD USAGE AGREEMENT FUND

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

WHEREAS, Chapters 70 and 72 of the Warrick County, IN Code of Ordinances sets forth traffic rules and weight limit restrictions for those vehicles operated on or across Warrick County highway;

WHEREAS, Section 70.08 of the Warrick County, IN Code of Ordinances authorizes the Board of Commissioners of Warrick County to enter into a road usage agreement with a person as provided in Chapter 70 of the Warrick County, IN Code of Ordinances or as otherwise may be required by the Board of Commissioners and/or the Warrick County Highway Engineer;

WHEREAS, Section 70.08 of the Warrick County, IN Code of Ordinances authorizes the Board of Commissioners of Warrick County to collect a fee as part of a road usage agreement executed pursuant to said Section 70.08; and

WHEREAS, the Board of Commissioners of Warrick County has determined there is a need to establish a Road Usage Agreement fund for the purpose of collecting fees paid to Warrick County as part of any road usage agreement executed pursuant to Section 70.08 of the Warrick County, IN Code of Ordinances, to be used for the support and maintenance of all Warrick County highways.

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

The Code of Ordinances of Warrick County, Indiana, is hereby amended to include a new Section 37.26, entitled "Road Usage Agreement Fund", as follows:

(A) The Board of Commissioners of Warrick County hereby establishes the Road Usage Agreement Fund, to be used for the support and maintenance of all Warrick County as part of any road usage agreement executed by Warrick County pursuant to Section 70.08 of the Warrick County, IN Code of Ordinances. The application of monies deposited into the Road Usage Agreement Fund shall be for the support and maintenance of all Warrick County highways, in the discretion of the Board of Commissioners.

(B) The Road Usage Agreement Fund shall be non-reverting and perpetual until terminated or amended. In the event the Road Usage Agreement Fund is terminated or amended, in the event the Road Usage Agreement Fund is

ORDINANCE 2021-34

terminated for any reason, the disposition of the fund balance, if any, shall be determined by the Board of Commissioners of Warrick County.

This Ordinance shall be effective upon passage.

Remainder of page intentionally left blank

ORDINANCE 2021-34

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 13th day of September, 2021.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Terry J. [Signature], President
Robert H. Johnson, Jr., Vice President
Dan Saylor, Member

ATTEST:

[Signature]
Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

[Signature]
Todd I. [Signature], Esq., #1358247
FINE & HATFIELD, A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

SUBAWARD AGREEMENT

THIS SUBAWARD AGREEMENT (this "Agreement") is entered into as of September 1, 2021 ("Effective Date"), by and between Warrick County, Indiana (the "County"), an Indiana political subdivision, by and through its Department of Economic Development ("Economic Development Department"), and Mainstream Fiber Networks, LLC, a limited liability company organized under the laws of the State of Indiana ("Mainstream" or "Subrecipient") (the County, Economic Development Department, and Mainstream may be referred to herein collectively as the "Parties" and each as a "Party").

RECITALS

WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law, which established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program;

WHEREAS, the SLFRF program is intended to provide support to State, territorial, local, and Tribal Governments in responding to the economic and public health impacts of COVID-19;

WHEREAS, the County, as a recipient under the SLFRF program, has been allocated \$12,236,623.00 in SLFRF funds to be used and applied in accordance with Section 603(c) of the Social Security Act, as added by Section 9901 of ARPA;

WHEREAS, the County desires to allocate a portion of its SLFRF funds to invest in broadband infrastructure throughout Warrick County;

WHEREAS, the County, pursuant to the Broadband Economic Development Agreement executed by and between the County and Mainstream on or about October 18, 2018 (the "Broadband Agreement"), has contracted with Mainstream for the design, construction, operation, and maintenance of a broadband network in Warrick County, as more particularly described in the Broadband Agreement (the "Broadband Project");

WHEREAS, the County, in accordance with the Broadband Agreement, is responsible for the contribution of \$4,925,030.00 to Mainstream for the Broadband Project (the "County Contribution");

WHEREAS, the County Contribution has been due and payable by County since July 23, 2021;

WHEREAS, the County desires to make a portion of the County Contribution in the form of a subaward of a portion of its SLFRF funds granted to Mainstream;

WHEREAS, the County and Mainstream desire to enter into this Agreement for the purposes of setting forth the terms and conditions under which a subaward of \$3,600,000.00 in SLFRF funds will be made to Mainstream as a grant to be used to pay Mainstream for a portion of the County Contribution under the Broadband Agreement.

NOW, THEREFORE, in consideration of these Recitals and the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Mainstream agree as follows:

ARTICLE I. RECITALS.

1.1. Recitals Part of Agreement. The Recitals set forth above are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.1.

ARTICLE II. SCOPE OF PROJECT.

2.1. Scope of Project. The County and Mainstream, through the Broadband Agreement, have contracted for Mainstream to design, construct, operate, and maintain a broadband network in Warrick County. The Parties acknowledge that the Broadband Project, and the services performed by Mainstream in fulfillment of the Broadband Project, constitute an investment by Warrick County in broadband infrastructure and services, as described in ARPA.

ARTICLE III. SUBAWARD PAYMENT.

3.1. Classification of Subaward. The Parties acknowledge that the award of monies to Mainstream by the County under this Agreement constitutes a subaward of SLFRF funds.

3.2. Payment of Subaward. Pursuant to the Broadband Agreement, the County shall pay to Mainstream a subaward of SLFRF funds in the amount of \$3,600,000.00 (the "Subaward") on or before September 2021. The County shall pay the Subaward amount in full and payment of the Subaward is in full satisfaction of the County's obligation to fulfill the obligations under the Broadband Agreement. The Parties acknowledge that in no way does the Subaward represent payment by the County to Mainstream in advance of any services rendered.

ARTICLE IV. IEBM.

4.1. Term. The term of this Agreement shall commence as of the Effective Date of this Agreement and shall terminate upon the completion and fulfillment by Mainstream of all of its obligations under the Broadband Agreement, except as otherwise provided herein.

ARTICLE V. MAINTENANCE OF RECORDS AND REPORTING.

5.1. Recordkeeping. Mainstream shall maintain all records associated with this Agreement and the Subaward for a period of ten (10) years following the Effective Date of this Agreement to ensure proper accounting for all Subaward funds. Mainstream shall maintain internal controls, accounts, and records, including personnel, property, financial, and programmatic records, and shall maintain such records in accordance with applicable Uniform Guidance to ensure proper accounting for the Subaward.

5.2. Access to Records. Mainstream shall permit the County and any Auditors — as that term is defined under 2 CFR 200.7 — to have access to Mainstream's records, books, documents, papers, correspondence, financial statements, and other such documents related to this Agreement as requested by the County or the Pass-through Agency, to meet the requirements of 2 CFR, Subtitle A, Ch. II, Pt. 200, as applicable.

5.3. Reporting. Mainstream understands and agrees that receipt of the Subaward obligates Mainstream to comply with any and all reporting requirements associated with such award of federal funds. Mainstream shall submit such reports, statements, data, and/or information as may be required by the County or any Federal auditing agency, including, without limitation, such information which enables the County to submit its quarterly Project and Expenditure Reports as required under ARPA.

5.4. Single Audit Act. The Parties acknowledge and agree that, in any fiscal year in which the County is required to submit an audit under the Single Audit Act, the County shall be required to submit an audit under the Single Audit Act and its implementing regulation codified in 2 CFR Part 200, Subpart F regarding audit requirements.

5.5. Survivability. The Parties acknowledge and agree that, notwithstanding anything contained herein to the contrary, this Article V shall survive the expiration or termination of this Agreement and shall survive for the period of time and for the information requested by the County in conjunction with the County's reporting requirements.

ARTICLE VI. MONITORING AND EVALUATION.

6.1. County Responsibilities. The County shall conduct ongoing monitoring as necessary to determine that the payment of the Subaward to Mainstream, and the receipt of the Subaward by Mainstream, are in compliance with applicable federal rules and regulations. Such monitoring shall be conducted by the County in a way reasonably calculated to minimize any disruption of Mainstream's business.

6.2. Mainstream Responsibilities. Mainstream shall permit the County to carry out its monitoring and evaluation activities, and Mainstream agrees to ensure, to the greatest extent reasonably possible, the cooperation of its agents, employees, and representatives in such monitoring and evaluation efforts.

ARTICLE VII. HOLD HARMLESS AND INDEMNIFICATION.

7.1. Hold Harmless and Indemnification. Except as otherwise specifically provided in this Agreement, the County and Mainstream shall indemnify and save and hold each other harmless from and against all claims, damages, costs, and expenses, including reasonable attorneys' fees, 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 this Agreement, that is attributable to the negligent acts or omissions of an indemnifying Party or any violation of governmental laws, regulations, or orders by the indemnifying Party, caused, in whole or in part, by negligence, arising out of, related to, or in any manner whatsoever connected with this Agreement.

ARTICLE VIII. GENERAL PROVISIONS.

8.1. Compliance with Federal Rules and Regulations. Warrick County and Mainstream agree to, and shall abide by, any and all applicable federal rules and regulations, as amended from time

to time, including, without limitation, those federal rules and regulations referred to, and incorporated by reference into this Agreement. Notwithstanding the foregoing, the Department of the Treasury concerning APRA, SLEFRF, or otherwise relating to the Subaward.

8.2. **Debarment and Suspension.** Mainstream certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal or state agency or by any department, agency, or political subdivision. The term principal for purposes of this Agreement means an officer, director, partner, key employee, or other person who exercises substantial influence over the operations of Mainstream.

8.3. **Equal Employment Opportunity and Non-Discrimination.** During the performance of this Agreement, Mainstream covenants that it will comply with all requirements under Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d, *et seq.*), and Treasury's Implementing Regulations as set forth in 31 C.F.R. Part 22, and otherwise shall not discriminate against any employee or subcontractor on the basis of race, color, sex, age, national origin, religion, or ethnicity, or on the basis of ancestry or other characteristics directly or indirectly related to employment, because of the employee's or applicant's race, color, age, national origin, religion, sex, disability, ancestry, or status as a veteran. Mainstream shall, in all solicitations or advertisements for employees placed by, or on behalf of Mainstream, state that all qualified applicants will receive consideration for employment without regard to race, color, age, national origin, religion, sex, disability, ancestry, or status as a veteran. Mainstream shall incorporate the requirements of this Section 8.3 in all of its respective contracts for any of the work for which the Subaward is made. Mainstream shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work. Additionally, Mainstream shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance. Mainstream shall further abide by the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance. Finally, Mainstream shall comply with the Rehabilitation Act of 1990, as amended (42 U.S.C. §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8.4. **Equalizing Wage Rates and Labor Standards.** Mainstream will comply with Indiana law with respect to the payment of all mechanics and laborers employed in such construction work.

8.5. **Drug-Free Workplace.** Mainstream shall comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701, *et seq.*) as set forth in 31 C.F.R. Part 20.

8.6. **Conflict of Interest.** Mainstream shall maintain a written code or standards of conduct consistent with 2 C.F.R. § 200.318(c) which shall govern the performance of their officers, employees, or agents engaged in the award and administration contracts supported by the Subaward. Mainstream shall not employ any person who has a conflict of interest, real or apparent, would be involved. Persons covered under this Section 8.6 include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of Mainstream, any designated public agency or any subcontracting agency that is receiving the Subaward;
- (b) Any family member or partner of a person described in Subsection (a); or
- (c) An organization which employs, or is about to employ, any persons described in Subsections (a) or (b).

Mainstream's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or other benefits from potential subcontractors, potential contractors, or parties to subagreements funded with the Subaward. To the extent permitted by federal, state, or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by Mainstream's officers, employees, or agents, or by contractors or their agents.

No persons described in Subsections (a) through (c) above who exercise, or have exercised, any functions or responsibilities with respect to activities related to the Broadband Project, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the Broadband Project, or with respect to any proceeds from the Broadband Project, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

8.7. **Political Activity or Lobbying Prohibited.** By signing below, Mainstream certifies that no portion or amount of the Subaward provided under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

8.8. **Amendments.** This Agreement may be amended by mutual consent of the Parties as evidenced by the execution of an amendment that specifically references amending this Agreement.

8.9. **Severability.** If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement and, to that extent, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.

8.10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Venue for any suits between the Parties shall be resolved exclusively in the Warrick County Circuit or Superior Courts.

8.11. **Notices.** All notices and requests required or allowed pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To Mainstream: Mainstream Fiber Networks, LLC
Attn: Mark Gabriel, CFO
4588 Old State Road 46
Nashville, Indiana 47448

With a copy to: Mark Williams
15 Pine Brook Trail
Nashville, Indiana 47448

To Warrick County, acting through its Economic Development Department: Warrick County Economic Development Department
Attention: Executive Director
4763 Rosebud Lane, Suite C
Newburgh, Indiana 47630

With a copy to: J. Herbert Davis
Stoll Keenon Ogden PLLC
One Main Street, Suite 201
Evansville, Indiana 47708

All such notice shall be sent by certified mail, return receipt requested, with proof of delivery thereof, if a party refuses to accept service of certified mail, such notice shall be deemed delivered to such Party.

8.12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

8.13. **Assignment.** Mainstream shall not assign or otherwise convey its rights or obligations under this Agreement without the prior written approval of the County. Any approved assignee shall expressly agree, in a writing satisfactory to the County, or be deemed to have agreed, to be bound by each of the applicable terms and conditions of this Agreement. Mainstream shall not be relieved of any of its obligations under this Agreement unless the County expressly agrees to this in writing. Unless the Parties agree otherwise, an assignment shall not in any way impose, or be deemed to impose, any obligations upon the County beyond those imposed by this Agreement.

8.14. **No Third-Party Beneficiaries.** This Agreement shall be deemed for the benefit solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

8.15. **Independent Contractor.** Mainstream shall be an independent contractor with regard to all of its activities under this Agreement. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between Mainstream and the Economic Development Department and/or the County.

IN WITNESS WHEREOF, Mainstream, County, and the Economic Development Department have executed this Agreement as of the date first above written.

Warrick County, by and through its Department of Economic Development

Steve Anagnostis
Executive Director

Board of Commissioners of Warrick County

Terry Williams, President

Robert H. Johnson, Jr., Vice President

Dan Saylor, Member

Mainstream Fiber Networks, LLC

Mark B. Gabriel,
Chief Financial Officer

THIRD AMENDMENT TO BROADBAND ECONOMIC DEVELOPMENT AGREEMENT

This Third Amendment to Broadband Economic Development Agreement ("Third Amendment"), dated as of September 1, 2021 ("Amendment Date"), is by and between Warrick County, Indiana ("County"), an Indiana political subdivision, by and through its Department of Economic Development ("Economic Development Department"), and Mainstream Fiber Networks, LLC ("Mainstream").

RECITALS

- A. Warrick County, Indiana ("County"), by and through its Economic Development Department and Mainstream entered into that certain Broadband Economic Development Agreement dated October 18, 2018, ("Economic Development Agreement");
- B. The aforementioned parties entered into the First Amendment to Broadband Economic Development Agreement dated February 22, 2021, ("First Amendment");
- C. The aforementioned parties entered into the Second Amendment to Broadband Economic Development Agreement dated May 10, 2021, ("Second Amendment");
- D. The aforementioned Economic Development Agreement, the First Amendment, and the Second Amendment are hereinafter referred to collectively as "Broadband Agreement";
- E. County and Mainstream entered into a Financing Agreement dated as of February 1, 2019, in which agreement, Mainstream is referred to as "Company" and that County and Company entered into a First Amendment to Financing Agreement on even date with this instrument, (the Financing Agreement and First Amendment to Financing Agreement hereinafter, "Financing Agreement");
- F. Capitalized terms used herein and not otherwise defined are defined in either the Broadband Agreement or the Financing Agreement;
- G. Economic Development Department and County wish to make, from proceeds derived from County's allocation of funds from Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") established by the Coronavirus Aid, Relief and Economic Security Act, the original Letters of Credit numbered 41156928 and 41156910 (\$3,600,000.00) (the "Payment") presently due and owing to Mainstream for the completion of the Broadband project;
- H. The Financing Agreement, prior to its amendment, and the Broadband Agreement prior to this Third Amendment, contemplated that County would pay in full the County Contribution from bond proceeds;
- I. That in furtherance of the County's desire to pay Mainstream the Payment from SLFRF funds in satisfaction of the remaining portion of the County Contribution, Mainstream agrees to enter into a certain Subaward Agreement with County and Economic Development Department;

NOW, THEREFORE, in consideration of the premises, the representations, warranties and commitments given by the parties, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Revisions to Section 3.1 of the Broadband Agreement, Section 3.1 of the Broadband Agreement is hereby amended as follows:

- a. Following the first sentence, a sentence is added which reads, "Payment shall be made as follows: (1) \$1,325,080.00 from bond proceeds derived from the Financing Agreement, which payment Mainstream received prior to the Amendment Date; and (2) \$3,600,000.00 from the County's allocation of SLFRF funds."
- b. The second sentence of Section 3.1 (as it existed prior to this Third Amendment) is deleted.


2. Revisions to Section 8.1 of the Broadband Agreement, Section 8.1 of the Broadband Agreement is hereby amended as follows:


- a. Subsection 8.1(f) is deleted in its entirety and replaced with the following:

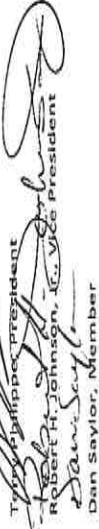
"(f) The two million five hundred thousand dollar (\$2,500,000.00) Letters of Credit provided by First Farmers Bank & Trust as a part of this Agreement are being reduced by agreement of the parties to \$985,000.00 as of the Amendment Date in exchange for Mainstream's execution and delivery to Steve Roelle of the Subaward Agreement dated September 1, 2021, between the County, Economic Development Department and Mainstream. Two original Letters of Credit held by the Economic Development Department in the principal amounts of \$530,000.00 (Letter of Credit No. 41156928) and \$985,000.00 (Letter of Credit No. 41156910) shall be delivered to Mainstream upon Mainstream's delivery to the County of the Subaward Agreement bearing the signature of Mainstream's authorized representative, and such Letters of Credit shall be considered terminated as of such delivery. When Mainstream has achieved all of the milestones described in this Section 8.1 other than the fifth milestone (as agreed to in writing by Mainstream and the Economic Development Department), the final Letter of Credit provided by First Farmers Bank & Trust (Letter of Credit No. 41156910) shall terminate and Mainstream shall be released from any obligations under the Letters of Credit.
- b. Subsection 8.1(h) is added to Section 8.1 and shall read as follows:

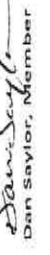
- "(h) The revisions stated in this Third Amendment to the Letters of Credit requirements do not modify in any way the Economic Development Department's rights to claw-back the County Contribution. The parties agree that as of the Amendment Date, Mainstream has already satisfied the first milestone and the third milestone, which has reduced the claw-back by forty percent (40%)."
- 3. Effectiveness. Except as modified by this Third Amendment, which shall become effective as of the Amendment Date, the parties acknowledge and agree that the Broadband Agreement is in full force and effect in accordance with its terms.
- 4. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed a duplicate original. Facsimile or PDF e-mail signatures hereon shall be deemed original signatures for all purposes.


IN WITNESS WHEREOF, County, Economic Development Department and Mainstream have caused this Third Amendment to be executed in their respective names, and attested by their duly authorized officers, all as of the date first above written.

Mainstream Fiber Networks, LLC
 BY: 
 Mark B. Gabriel, Member and Chief Financial Officer

Warrick County, Indiana, by and through
 its Board of Commissioners
 BY: 
 Terry Blippen, President

BY: 
 Robert H. Johnson, Esq., Vice President

BY: 
 Dan Saylor, Member

Warrick County, Indiana, by and through its Department of
 Economic Development
 BY: 
 Steve Koclik, Executive Director

**FIRST AMENDMENT TO FINANCING AGREEMENT
 BETWEEN MAINSTREAM FIBER NETWORKS, LLC
 AND WARRICK COUNTY, INDIANA
 ORIGINALLY DATED FEBRUARY 3, 2019
 (Hereinafter referred to as "Financing Agreement")**

This First Amendment to Financing Agreement ("First Amendment") dated September 1, 2021 (the "Amendment Date"), is entered into by and between Mainstream Fiber Networks, LLC and Warrick County, Indiana, for the purposes of amending the Financing Agreement. All capitalized terms used herein and not otherwise defined are defined in the Financing Agreement.

RECITALS

- A. The Financing Agreement provided that the Issuer would issue Bonds, in part, for the payment of the Financed Portion of the Project;
- B. Issuer has agreed in the Financing Agreement to provide funds from the Issuance of Bonds in the sum of Four Million Nine Hundred Twenty-Five Thousand Thirty Dollars (\$4,925,030);
- C. Issuer, through its Economic Development Department, has heretofore paid Company the sum of One Million Three Hundred Twenty-Five Thousand Thirty Dollars (\$1,325,030.00) from funds received from the Issuance of the Bonds;
- D. Issuer, has requested that Company accept the remainder of the amount due and payable to Company, not from the proceeds of the Bonds sale but from a portion of the proceeds allocated Issuer from Coronavirus State and Local Recovery Funds ("SLFRF") established by the American Rescue Plan Act;

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings set forth herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, Issuer and Company agree to amend the Financing Agreement as follows:

1. Revisions to Section 2.1(b) of the Financing Agreement. The sum of "Four Million Nine Hundred Twenty-Five Thousand Thirty Dollars (\$4,925,030)" is deleted and replaced with "One Million Three Hundred Twenty-Five Thousand Thirty Dollars (\$1,325,030.00)".

2. Revisions to Exhibit A of the Financing Agreement. Exhibit A is deleted and in its place is added:

"EXHIBIT A

PROJECT DESCRIPTION

The Financed Portion of the Project consists of the payment of One Million Three Hundred Twenty-Five Thousand Thirty Dollars (\$1,325,030.00) representing a portion of the costs of design, acquisition, construction, installation and equipping of all or any portion of the following: land, interests in land, site improvement, infrastructure improvements, buildings, structures, machinery, equipment

and furnishings for a fiber backbone in excess of 105 miles located throughout the unincorporated portions of Warrick County, Indiana."

3. Effectiveness. Except as modified by this First Amendment, which shall become effective as of the Amendment Date, the parties acknowledge and agree that the Financing Agreement is in full force and effect in accordance with its terms.



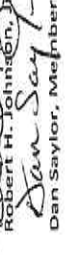
4. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed a duplicate original. Facsimile or e-mail of PDF signatures hereon shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, Issuer and Company have caused this First Amendment to be executed in their respective names, and attested by their duly authorized officers, all as of the date first above written.

Attest:

 Mark I. Williams, Special Counsel
 to Mainstream Fiber Networks, LLC

MANSTREAM FIBER NETWORKS, LLC
 BY: 
 Mark B. Gabriel
 Member and Chief Financial Officer

Warrick County, Indiana
 BY: Its Board of Commissioners
 BY: 
 Terry Blippen, President
 BY: 
 Robert H. Johnson, Esq., Vice President
 BY: 
 Dan Saylor, Member

Attest:

 Deborah Stevens
 Auditor of Warrick County

August 30th, 2021

Indiana Office of Community and Rural Affairs
One North Capital-Suite 600
Indianapolis, IN 46304-2027

To Whom It May Concern:

I am writing this letter to show my support for Miller's 5 & 10 to receive the OCRA Historic Renovation Grant program. I am the president of the Board of Commissioners for Warrick County and strongly feel that the revitalization of our historic county square and county seat is a key piece to our identity, our history, and our future. The work that Jim Miller is planning for the Miller's 5&10 building would be a very big step toward the next phase, building facades.

In Warrick County we have seen tremendous success when the public, private, and non-profit sides work together for a common goal. This can be seen firsthand in the progress that the Historic Boonville Square has made so far. The County has just completed a beautiful major restoration and upgrade of our historical courthouse, the county and city have worked on new traffic flows, parking and sidewalks around the square. Boonville NOW, a community development corporation has worked hard on Johnson Park (a beautiful pocket park on the square), Harold Gunn Pavilion, Warrick County War Memorial, Boonville Homes (an IHEDA tax credit project and partnership with MVAH) murals, and other placemaking initiatives.

The last piece of this renovation are our historic store fronts, Miller's 5 & 10, a traditional dime store founded in the 1950's is an important piece of this puzzle. Historic County seats and courthouse squares are a what makes Indiana communities special. Completing this historic preservation is not only vital for Boonville but a key objective for the future success of Warrick County. These funds will allow Miller's 5 & 10 to restore their historical building.

Thank you for your consideration on this opportunity. You will not be disappointed.

Terry Philippe

Warrick County Commissioner
District 2

WARRICK COUNTY, INDIANA
PANDEMIC RELIEF FUND

Date: 09/13/2021

EXPENSE COVID Line Item Balance:

\$494,670.05

- Warrick County Health Department
 - o Independent Contractor to assist in administration of vaccines, paperwork and nurses extra workload. (\$2400.00)
- Emergency Management
 - o Total Warrick County Commissioners Expenses (\$2,400.00)

(\$26,940.16)

- o Portable AC/Heating Units Purchase to Heat or Cool Tents (\$26,940.16)
- o First Responders would be Working in for COVID19 Testing and Vaccination during Pandemic (Global Industrial)

Total Emergency Management Expenses (\$26,940.16)

TOTAL EXPENSES: (\$29,340.16)

REMAINING EXPENSE COVID LINE ITEM BALANCE: \$465,329.89

Prescribed by the State Board of Accountants 1046
COUNTY TREASURER'S MONTHLY REPORT
Required by IC 36-2-10-16 and IC 5-13

County Form No. 47-TR
COPY

Month ending July 30, 2021

RECEIVED
AUG 23 2021
WARRICK CO. AUDITOR

FILED
AUG 23 2021
WARRICK CO. AUDITOR

Month ending July 30, 2021	
CHARGES:	
1 Advances Collected (Not Reconciled to Ledger of Refunded)	51,671,433.07
2 Advance Collections of Taxes	30,000
3 Advance Draw (Including Late Assessment Penalties)	35,000.00
4 Cash Change Fund	30,000.00
5 Telephone Payments	30,000
6 Demand Fees	30,000
7 Vehicle Contributions	30,000
8 Storm Water	30,000
9 Heavy Equipment Rental	32,185,261.75
10 Lottery Excise Tax	37,563,579.58
11 Auto Rental Excise Tax	31,450.00
12 Boat Excise Tax	5,523,515.64
13 State Reimbursement Credit	30,000
14 Total Balances of all Ledger Accounts - Cash	380,000
15 Total Balances of all Ledger Accounts - Investments	380,000
16 Total Balances of all Ledger Accounts - Cash and Investments	760,000
17 Depositories Record (List in Detail on Reverse Side)	50,103,050.78
18 Depositories Record (Detail on Reverse Side)	345,046.22
19 Total Cash on Hand at Close of Month	805,046.50
20 Depositories Record (Column 12 Line 40)	500.00
21 Coins	
22 Total	805,046.50

27	Checks, Money Orders, etc	500.00
28	Total	805,046.50
29	Total	805,046.50
30	Cash Long (Deduct)	345,046.22
31	Total	460,000.28

RECONCILEMENT WITH DEPOSITORIES		
34	Balance in all Depositories Per Daily Balance Record (Line 24 Above)	805,103,050.78
35	Change in Depositories (Detail on Reverse Side)	3522,632.50
36	Depositories on Reverse Side	
37	Deposits in Transit (Details on Reverse Side)	
38	Total	805,225,683.17

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:
(a) Cash Change Fund Advanced by County
(b) Receipts Furnished in Statements



Individual Lease Number:
Delivery Date:
Rental Commencement Date: (Upon Date of Delivery & Acceptance)

WCC_1
09/01/2021
09/01/2021

INDIVIDUAL LEASE AGREEMENT

This Individual Lease Agreement is entered into this 1st day of September, 2021, by and between Warrick County Government - Highway Department d/b/a Alpha Laser and Imaging, an Indiana Corporation, hereinafter called "Lessor" pursuant to and subject to the Master Equipment Lease dated the 1st day of September, 2021, by and between Lessor and Lessee. The possessor, use and operation of this Lease shall be in accordance with and subject to said Master Equipment Lease.

The Lessee agrees to pay 60 payments of \$75.25 per month for equipment outlined in Exhibit A to this Individual Lease Agreement.

TERM: The term of this lease shall commence on the Delivery Date and shall continue thereafter until all provisions of this Individual Lease Agreement and the Master Equipment Lease shall be satisfied.

RENT: The first rental payment will be due on or before 60 days from the Rental Commencement date and subsequent payments will be remitted to Lessor at its address shown on Lessor's invoice or as otherwise directed by Lessor in writing. No portion of any monthly rent payment shall constitute payment for any equity interest in the Equipment or create any rights in Lessee to the Equipment, except as a lessee of the Equipment in accordance with this lease.

NON-CANCELABLE LEASE: This lease cannot be cancelled or terminated except as provided in the Master Lease Agreement.

SIGNATURES ON FOLLOWING PAGE

Document Ref: 7805M-OBWIP-Z03AS-0W00K

Alpha Laser & Imaging 5845 Metro Centre Drive Evansville, IN 47715
3096366888@alphalaserandimaging.com

Page 1 of 9



For "Warrick County Government - Highway Department" Lessee
Exhibit A (Equipment by Lessor)
Lesse Number: WCC_1

Attached hereto a made a part thereof that certain Individual Item Lease Agreement, being Warrick County Government - Highway Department, Lessee WCC_1, Lease Number.

Location of Equipment	Quantity	Description	Serial Number
Highway Department	1	Lanier IMC2500	3091R301010

LESSEE
Warrick County Government - Highway Department

By: Terry Phillippe
Printed: Commissioner
Title: Commissioner
Date: 09.03.2021

LESSOR
Alpha Laser and Imaging

By: Ryan Brown
Printed: Sales Director
Title: Sales Director
Date: 09.01.2021

Document Ref: 7805M-OBWIP-Z03AS-0W00K

Page 2 of 9

Client Information

CUSTOMER: WARRICK COUNTY GOVERNMENT - HIGHWAY DEPT. STATE DATE: 9/1/2021
ADDRESS: 5845 Metro Center
City, State, Zip: 47715, IN, 47715
PHONE: 812-897-6126
CONTRACT LENGTH: X 12 Months Other, Specify _____



Service Contract

Location	Machine Model	ALI Machine ID	Meter Start	Serial Number
1. Office	IM C2500	WCS-9319	0	3091R301010
2.				
3.				

Billing Cycle and Coverage

Monthly PO Coverage Monthly Coverage
Quarterly PLO Coverage Quarterly Coverage
Annual PLAS Coverage Annual Coverage

Contract Type and Rates

Basic: IM C2500
Annual: X
Term Coverage: Annual: X
Term Charge: \$40,045
Coverage CPC:

Monthly Coverage
Quarterly Coverage
Annual Coverage

Annual: Coverage
Term Charge:
Coverage CPC:

TOTAL SERVICE BASE: N/A

Add Equipment to Existing Contract Yes No NA

Contract Notes:

Embedded 60 Remote Included on Lanier / Ricoh / Savix Devices
ALI Machine Coverage
Please note that all references to "copy", "page", or "sheet" represent one 8.5" X 11" single sided copy.
Note: Parts do not include developer, toner, drum, or delivery charges may apply.
PL - Parts, Labor, and Travel Coverage
PLAS - Parts, Labor, Toner, Drum, and consumable shipping covered.

Customer Signature: Terry Phillippe Title: Commissioner Date: 09.03.2021

ALI Acceptance: Ryan Brown Print: Commissioner Date: 09.01.2021

Page 3 of 9



Service Contract Terms & Conditions

Alpha Laser & Imaging, LLC (ALI) is committed in providing the highest level of service for the products and solutions we offer. We will maintain the equipment covered by the contract at invoice number referred to above ("Equipment/Product") pursuant to the following term and conditions:

- 1. **Initial Inspection.** To be eligible for coverage under this agreement, each item of Equipment must be subjected to an initial inspection by our service department personnel and determined by them to be in good working condition, connected to available electrical power with appropriate safety features, and ready for use. If the equipment is not in good working condition throughout its service life, ALI will provide training for the customer referred to above ("Customer/You") and will maintain the equipment covered by the contract at invoice number referred to above ("Equipment/Product") pursuant to the following term and conditions:
- 2. **Training.** For each item of Equipment, you will designate the person(s) to be trained in its use. ALI will train one person to use each item of equipment sold; others can observe during the training session.
- 3. **Routine maintenance calls.** During normal business hours, ALI will stop by your facility from time to time during the term of this agreement to inspect, maintain, and service the Equipment. Parts that are worn or broken in the course of normal use will be repaired or replaced (at ALI discretion) at no charge per manufacturer specifications.
- 4. **Product Service & Supplies.** ALI will provide full coverage maintenance services, including replacement parts, drums, developer, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding the following holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving; Day after Thanksgiving; and Christmas Day. ALI will also provide the supplies required to produce images throughout the term of this agreement. ALI reserves the right to assess a reasonable charge for supply shipments if you request overnight delivery. If ALI determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or ALI may refuse you additional supply shipments, or as otherwise agreed to by the parties. Optional supply items such as paper, and tonnelettes are not included, unless otherwise agreed to by the parties. ALI reserves the right to assess a reasonable charge for non-standard images, including 11x17 images or consumption of covered supplies varying significantly from expected usage or as otherwise agreed to by both parties. If your facility is within our service coverage, there will be no trip charge for to your facility. Customer not under agreement will be charged rates according to their distance from ALI. (You will not be billed trip charges for initial installation and/or training).

5. Service Levels.

- (a) **Response Time.** ALI will provide a one (1) hour phone response to service calls measured from receipt of your call to the designated service area, and a six (6) business hour average response time for service calls located 75 miles or greater from ALI's service center for the term of the Product Schedule. Response time is measured in aggregate for all Product covered by the Product Schedule.
- (b) **Uptime Performance.** ALI will service the Product to be operational with a quarterly uptime average of 95% during Normal Business Hours, excluding preventive and interim maintenance time. Downtime will begin at the time you place a service call to ALI and will end when the Product is again operational. You agree to make the Product available to ALI for scheduled preventive and interim maintenance. You further agree to give ALI advance notice of any critical and specific uptime needs, you may have so that ALI can schedule with you interim and preventive maintenance. ALI will not be held responsible for downtime caused by equipment malfunctions and its substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.
- (c) **Performance Commitment & Replacement of Equipment.** ALI is committed to performing those Service Commitments at the highest level and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. Should a Product or an necessary not be able to be maintained in conformance with manufacturer's specifications, ALI shall, at its own expense, replace such Product with another unit of the same product designation as that Product and ALI shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however, that (a) the replacement unit may be a different model than the original Product, (b) the replacement unit may be a product of substantially similar or greater capabilities. If a leaser machine is required due to backordered parts and/or the inability to repair the machine in a timely fashion, click charges will be billed separately during usage. ALI shall re-perform any Services not in compliance with this warranty and brought to ALI's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with ALI's performance, you must send a letter outlining your concerns to ALI's corporate address. Please allow 24 hours for resolution.
- (d) **Meter Readings & Automated Service Alerts.** At the time of installation, ALI technicians install remote reporting tools free of charge to assist with timely meter reporting, automated alerts for low toner, automated alerts for service calls in the event of a meter failure, and automated alerts for low toner, automated alerts for service calls in the event of a connectivity failure of these remote reporting tools. ALI may request, and require, a remote support call with you to re-establish connectivity. ALI WILL NOT charge for any remote support to re-establish remote reporting connectivity. Customer agrees that if ALI cannot coordinate a remote support call within 30 days of an initial request via email and/or phone, and/or if an on-site visit is required for any reason, a one-time charge of \$75.00 will be billed per device per incident. If customer wishes ALI to NOT install or utilize remote reporting tools, and would like ALI to send automatic meter readings via email, customer agrees to be subject to a \$5.00 per month per device charge.

Customer Initials: LR

- 9. **Miscellaneous.** These Service Commitments do not cover repairs resulting from misuse (including without limitation, improper usage, misuse, or use of the Equipment for purposes not intended by the manufacturer), or from any other factor beyond the reasonable control of ALI. ALI and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, ALI makes no particular warranty, express or implied, regarding the performance of the Equipment. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by ALI, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. These Service Commitments shall be governed according to the laws of the State where your principal place of business or residence is located without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer.
- 10. **Reconditioning.** Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if ALI determines that a reconditioning is necessary as a result of normal wear and tear of materials and use factors caused by normal usage in order to keep the Equipment in working condition, Customer will submit to Customer an invoice for the cost of such reconditioning. Customer agrees to pay for such reconditioning. Customer agrees to pay for such reconditioning. If the Customer does not authorize such reconditioning, ALI may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, ALI will make service available on a "Time and Material Rate" basis at ALI's then prevailing rates at the time of service.
- 11. **Equipment returns/ Damaged Products.** No products may be returned without ALI's prior written consent. Only consumable goods invoiced within (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking fee equivalent to (30%) of the purchase price. Products returned without written authorization from ALI may not be accepted by ALI and is the sole responsibility of Customer. All non-salable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. ALI claims for damaged products or delay in delivery shall be deemed waived unless made in writing, and delivered to ALI within five (5) days after receipt of Products.
- 12. **Transfer of coverage.** If the Equipment is traded on new equipment purchased or leased from ALI, the unused portion of the yearly contract charge will be pro-rated and applied towards the maintenance of the new equipment.
- 13. **Assignments and Transfers.** From time to time or generally, ALI may assign its rights or delegate its duties under this agreement to third party capable of carrying out ALI's obligations hereunder. You may not assign any right or delegate any duty without first obtaining ALI's written permission which will not be unreasonably refused; any assignment to the contrary will be void.
- 14. **Limitation of Liability.** In no event will ALI's liability to you from damages of any nature to the Equipment of ALI's inspection, service, or maintenance of it, exceed the charges you have paid pursuant to this agreement. You agree to maintain insurance for the excess and you agree that such insurance will waive subrogation rights as that pertain to ALI; you will indemnify ALI to the extent ALI is subjected to any claims as a result of your breach of your obligations in this regard. ALI will not be responsible for delays or inability to provide service calls due to any event beyond its control such as acts of nature, civil unrest, disruption of infrastructure, etc. ALI will not be liable for consequential or consequential damages of product, expenses, or any other damages (direct or indirect, or consequential) resulting from any non-performance by ALI.

15. **Automatic renewal/ termination.** This agreement will be renewed automatically for an additional twelve (12) month period but not to exceed the same length of the initial contract term. If you wish to cancel this contract, you must notify ALI in writing 30 days before the expiration date of the current term. Premature cancellation of this contract or cancellation due to machine abuse or other contract violation (3) will result in a penalty equal to the contract average monthly amount. At the beginning of each renewal term, ALI will invoice you for that renewal term. Contracts will be reviewed on a quarterly basis by our contracts team. If necessary, ALI can adjust the contract or add a base to the contract to keep the contract from going into a negative profitability. Customer Initial: T.R

16. **No trade secrets.** This agreement does not entail disclosure by either party of its trade secrets.
 17. **Arbitration.** Should any disputed arise out of this agreement, you and ALI will both attempt to resolve them in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than request for injunctive relief) will be arbitrated upon written demand of either party. Any arbitration proceeding to court proceeding for injunctive relief shall be held in the county where the equipment is located. The arbitration proceeding will take place within forty-five days of the receipt of the written demand, at a location agreed to by the parties (or in whole or in part by phone or other means if the parties so agree). The arbitration will take place before an arbitrator chosen as follows: The parties shall each choose a representative, and the representative will choose an arbitrator. The arbitrator shall be selected by the two representatives. If any shall pay half the costs of the arbitration proceedings. The arbitrator will not have the authority to award punitive damages or any other form of relief not contemplated in this agreement. Regarding such issue submitted to arbitration, the decision shall be accompanied by a written explanation of the basis upon which it was arrived. Judgment upon the award, if any, rendered by the arbitrator may be entered in any court having jurisdiction.

18. **Added Accessories.** Any accessory purchased from ALI for which full-service maintenance pricing is available will be covered by the standard maintenance warranty. The term of the agreement with respect to such accessories will be concurrent with the term for the mainframe.

19. **Effective date.** This agreement will become effective as of the "effective" date stated on the first page of this agreement, provided that it has been signed and dated by both you and by ALI.

20. **A applicable law.** This agreement will be construed and enforced under Indiana law.

By signing the attached agreement, you are accepting the terms and conditions set forth within the language of this agreement. Additionally, you will be responsible for paying each contract invoice either mailed or emailed. Also, by signing, you understand a copy of your purchase agreement, lease form, delivery form with the terms and conditions of this sale. You agree that if any unpaid balances are assigned to a third-party collection agency for collection or placed with an attorney to obtain judgment or otherwise satisfy payment of your account, a collection fee equal to 3 1/2 % of the unpaid balance will be added to your account. You agree to pay that fee. You further agreed to pay reasonable attorney fees and court costs if a judgment is granted against you.

Please sign that you have reviewed and agree to ALI's Maintenance Agreement, Terms & Conditions:

Customer: Terry Phillippe
 By: Terry Phillippe
 Name: Commissioner
 Title: Commissioner
 Date: 09.03.2021

Alpha Laser & Imaging, LLC
 By: Ryan Brown
 Name: Ryan Brown
 Title: Sales Director
 Date: 09.01.2021



CUSTOMER REVIEW & SATISFACTION CHECKLIST

Customer Name: Warrick County Government - Highway Department	Installation Address: 550 Roth Road, Doonville, IN 47001
Account Rep Name: Ryan Brown	Main Contact: Bobby Howard

You Received:

- A demonstration of the basic functions of your IM 52900 and have approved the installation and have no additional questions at this time.
- A copy of your Purchase Agreement, Lease Form, Delivery Form with the Terms and Conditions of this sale.
- An explanation of any applicable warranties, provisions of additional components available to you, All Ricoh and Canon equipment come with a 90 day warranty.
- A courteous and informative install technician: Jossy Jackson/Bald Madden

You Reviewed:

- The procedures for requesting service, supplies, and technical support.
- The available contacts for questions regarding billing, maintenance, and future needs.
- The service coverage and/or technical support and the appropriate means of obtaining such support.

You were Advised:

- Of the ALI Service plan (if applicable).
- Of the need for a surge protector / power filter - issues from acts of God, electrical storms, brown outs, etc. are not covered by our service agreement.
- The need for adequate insurance certificates of insurance listing the leasing company as the loss lender's payee. Filing claims do so will result in a property surcharge from the leasing company.
- If tax exempt, customer must provide the tax exemption certificate.

End meter reads for current equipment being replaced: BAW _____ Color _____

Account Information CARD Service Coverage Includes: SEE SERVICE CONTRACT
 I understand that by signing, I have read and discussed the terms & conditions of all ALI documents and the installation has been completed to my satisfaction.

Customer Signature: <u>Terry Phillippe</u>	Date: <u>09.03.2021</u>
ALI Rep Signature: <u>Ryan Brown</u>	Date: <u>09.01.2021</u>



Professional Network Services





As part of any equipment installations, Alpha Laser & Imaging provides network services apart from any service contract to assist in the installation. The service contract for the equipment covers parts, labor, toner & all consumables for the equipment itself. Network Services would be services generally provided by an internal/external IT staff. Some of these network services include:

- Driver Troubleshooting
 - Scan-to-email/Scan-to-folder Configurations
 - Network Communication Error Troubleshooting
 - Other Network Changes
- Professional services required beyond initial installation will be subject to our normal labor charges which are \$150.00/HR, which includes trip charge within 30-mile radius. Beyond 30 miles the customer will be charged the hourly rate. After the 1st hour, Alpha Laser will charge \$150/HR in 15min increments. Alpha Laser & Imaging can custom tailor a plan for network services to your company's needs. Reoccurring monthly or quarterly fee will be determined based on the size of the company's network, how many PCs/users, and connected devices.
- I understand the above conditions and possible charges concerning Alpha Laser & Imaging's network services program.


Signed: Terry Phillippe Dated: 09.03.2021

Signature Certificate
Document Ref.: 7SOEM-GBWIP-ZD3A6-GWGOK


Document signed by:

	Ryan Brown Verified E-mail: rbrown@alphalaserimaging.com Phone: 01 565 2021 2020/RS-UTC		<i>Ryan Brown</i>
	Terry Phillippe Verified E-mail: terry@warrickcounty.gov Phone: 01 565 2021 2020/RS-UTC		<i>Terry Phillippe</i>

Document completed by all parties on:
03 Sep 2021 20:20:26 UTC
Page 1 of 1



Signed with PandaDoc.com
PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.





Individual Lease Number:
Delivery Date:

WCG_2
09/01/2021

Rental Commencement Date: (Upon Date of Delivery & Acceptance) 09/01/2021

INDIVIDUAL LEASE AGREEMENT

This Individual Lease Agreement is entered into this 1st day of September, 2021, by and between Warrick County Government – Surveyor d/b/a Alpha Laser and Imaging, an Indiana Corporation, hereinafter called “Lessor” pursuant to and subject to the Master Equipment Lease dated the 1st day of September, 2021, by and between Lessor and Lessee. The possession, use and operation of this Lease shall be in accordance with and subject to said Master Equipment Lease.

The Lessee agrees to pay 60 payments of \$70.15 per month for equipment outlined in Exhibit A to this Individual Lease Agreement.

TERM. The term of this lease shall commence on the Delivery Date and shall continue thereafter until all provisions of this Individual Lease Agreement and the Master Equipment Lease shall be satisfied.

RENT. The first rental payment will be due on or before 60 days from the Rental Commencement date stated above and each and every month thereafter during the full term of this Lease. All monthly payments will be remitted to Lessor at its address shown on Lessor’s invoice or as otherwise directed by Lessor in writing. No portion of any monthly rent payment shall constitute payment for any equity interest in the Equipment or create any rights in Lessee to the Equipment, except as a lessee of the Equipment in accordance with this lease.

NON-CANCELABLE LEASE. This lease cannot be cancelled or terminated except as provided in the Master Lease Agreement.

SIGNATURES ON FOLLOWING PAGE

Alpha Laser & Imaging 5815 Metro Centre Drive Evansville, IN 47715
www.alphalaserimaging.com



Exhibit A (Equipment by Lessor)
For "Warrick County Government - Surveyors" Lessee
Lease Number: WCC_2

Attached hereto is made a part thereof that certain individual item Lease Agreement, being Warrick County Government - Surveyors, Lessee WCC_2, Lease Number.

Location of Equipment	Quantity	Description	Serial Number
Surveyors	1	Lanier IMC2500	3091R400160

LESSEE
Warrick County Government - Surveyors

By: Terry Phillippe
Printed: Commissioner
Title: Commissioner
Date: 09.07.2021

LESSOR
Alpha Laser and Imaging

By: Ryan Brown
Printed: Director of Strategic Sales
Title: Director of Strategic Sales
Date: 09.01.2021

Client Information

Customer: **Warrick County Government - Surveyors**
Address: 107 W. Locust St.
Cory City, IN 47601
Phone #: 812-897-6170
CONTRACT LENGTH: 12 Months Other, Specify _____



Service Contract

Start Date: 9/1/2021
Fax: _____
Operator: Sarah Anderson
JUL2020@warrickcountymt.com
Key Operator: Jennifer Curry

Equipment Information

Location	Machine Model	ALI Machine ID	Meter Start	Serial Number
1. Office	IM C2500	WCS-9321	0	3091R400160
2.				
3.				

Billing Cycle and Coverage

Cycle	Coverage
Monthly <input checked="" type="checkbox"/>	PO <input type="checkbox"/>
Quarterly <input type="checkbox"/>	PL0 <input type="checkbox"/>
6 Months <input type="checkbox"/>	PLT <input type="checkbox"/>
Annual <input type="checkbox"/>	PLA <input type="checkbox"/>
	PLAS <input type="checkbox"/>

Cycle	Coverage
Monthly <input type="checkbox"/>	PO <input type="checkbox"/>
Quarterly <input type="checkbox"/>	PL0 <input type="checkbox"/>
6 Months <input type="checkbox"/>	PLT <input type="checkbox"/>
Annual <input type="checkbox"/>	PLA <input type="checkbox"/>
	PLAS <input type="checkbox"/>

Cycle	Coverage
Monthly <input type="checkbox"/>	PO <input type="checkbox"/>
Quarterly <input type="checkbox"/>	PL0 <input type="checkbox"/>
6 Months <input type="checkbox"/>	PLT <input type="checkbox"/>
Annual <input type="checkbox"/>	PLA <input type="checkbox"/>
	PLAS <input type="checkbox"/>

Contract Type and Rates

B/W: IM C2500	Color: IM C2500
Antennas: <input checked="" type="checkbox"/>	Antennas: <input type="checkbox"/>
Base Copies	Base Copies
Time Charge	Time Charge
Coverage ETC	Coverage ETC

B/W: IM C2500	Color: IM C2500
Antennas: <input type="checkbox"/>	Antennas: <input type="checkbox"/>
Base Copies	Base Copies
Time Charge	Time Charge
Coverage ETC	Coverage ETC

B/W: IM C2500	Color: IM C2500
Antennas: <input type="checkbox"/>	Antennas: <input type="checkbox"/>
Base Copies	Base Copies
Time Charge	Time Charge
Coverage ETC	Coverage ETC

TOTAL SERVICE BASE:

Add Equipment to Existing Contract Yes No NA _____

Contract Notes:

Embedded (B) Remove Included on Lanier / Ricoh / Savlin Devices

Please note that all references to "Savlin" in this contract refer to "Savlin Laser" unless otherwise specified. This contract is for a single sided copy.

Note: Parts do not include developer, toner, drums, or maintenance kits. Shipping or delivery charges may apply.

PL0 - Parts, Labor, Toner, and Drums Coverage
 PLT - Parts, Labor, Toner, and Drums Coverage
 PLA - Parts, Labor, Toner, and Drums Coverage
 PLAS - Parts, Labor, Toner, Drums, and consumable shipping covered.

Customer Signature:

Terry Phillippe

Title: Commissioner

Date: 09.07.2021

ALI Acceptance:

Ryan Brown

Print: Ryan Brown

Date: 09.01.2021



Service Contract Terms & Conditions

Alpha Laser & Imaging, LLC (ALI) is committed in providing the highest level of service for the products and solutions we offer. We want our customers to be familiar with the equipment they buy or lease from us and strive to keep them up and running. We will maintain the equipment covered by the contract or invoice number referred to above ("Equipment/Product") pursuant to the following term and conditions:

- 1. Initial Inspection. To be eligible for coverage under this agreement, each item of Equipment must be subjected to an initial inspection by our service department...
2. Training. For each item of Equipment, you will designate the person(s) to be trained in its use. ALI will train one person to use each item of equipment sold; others can observe during the training session.
3. Routine maintenance calls. During normal business hours, ALI will stop by your facility from time to time during the term of this contract to inspect, maintain, and service the Equipment. Parts that are worn or broken in the course of normal use will be repaired or replaced (at ALI's discretion) at no charge per manufacturer specifications.
4. Product Service & Supplies. ALI will provide full coverage maintenance services, including replacement parts, drums, developer, labor and all service calls, during Normal Business Hours...

6. Service Levels.

- (a) Response Time. ALI will provide a one (1) hour phone response to service calls measured from receipt of your call. ALI will provide a four (4) business hour average response time for all service calls located within our service area...
(b) Uptime Performance. ALI will service the Product to be operational with a quarterly uptime average of 99.9% during Normal Business Hours...
(c) Performance Commitment & Replacement of Equipment. ALI is committed to performing these Service Commitments at the highest level and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications...

9. Miscellaneous.

- These Service Commitments do not cover repairs resulting from misuse (including without limitation improper use, overuse, or overexposure to the use of supplies that do not conform to the manufacturer's specifications)...
10. Reconditioning. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order.
11. Equipment returns; Damaged Products. No products may be returned without ALI's prior written consent.
12. Transfer of coverage. If the Equipment is traded on new equipment purchased or leased from ALI, the unused portion of the yearly contract charge will be pro-rated and applied towards the maintenance of the new equipment.
13. Assignments and Transfers. From time to time or generally, ALI may assign its rights or delegate its duties under this agreement to third party capable of carrying out ALI's obligations hereunder.
14. Limitation of liability. In no event will ALI's liability to you from damages of any nature to the Equipment of ALI's products exceed the amount of the purchase price of the Equipment...

15. **Automatic renewal/termination.** This agreement will be renewed automatically for an additional twelve (12) month period unless you exceed the same length of the contract term. You may terminate this agreement by providing written notice to the other party. If you terminate this agreement, you shall be responsible for the cost of the contract or consequential damage to the machine (bribe or other contract violation) will result in a penalty equal to the contract's average annual value. ALI can increase the costs of this service plan anytime, but may not exceed 10% of the gross amount per year unless otherwise noted. At the beginning of each contract term, ALI will invoice you for the amount of the contract. If you do not pay the invoice, you are in breach of the contract. ALI will not be held liable to the contract to keep the contract from going into a negative profitability.

Customer Initials: TP

16. **No trade secrets.** This agreement does not entail disclosure by either party of its trade secrets.

17. **Arbitration.** Should any disputed arise out of this agreement, you and ALI will both attempt to resolve them in a spirit of good faith. If you are unable to resolve the dispute, you may demand arbitration. Any arbitration proceeding for injunctive relief related to this agreement must be brought no later than 30 days after the end of the current term of the agreement. If arbitration is demanded, the arbitration proceeding will take place within forty-five days of the receipt of the written demand. The arbitration shall be held in the county of Adams, Indiana. The parties shall choose an arbitrator, and the representative shall choose an arbitrator. The arbitrator shall schedule an informal proceedings, hear the argument, and decide the matter. Unless the Arbitrator decides otherwise, each party shall pay its own attorney fees. If you shall pay half the costs of the arbitration in this agreement. Regarding each issue submitted to arbitration, the decision shall be accompanied by a written explanation of the basis upon which it was arrived. Judgment upon the award, if any, rendered by the arbitrator may be entered in any court having jurisdiction.

18. **Added Accessories.** Any necessary purchased from ALI for which full-service maintenance pricing is available will automatically be added to the service maintenance agreement upon expiration of the warranty. The term of the agreement with respect to such accessories will be concurrent with the term for the mainframe.

19. **Effective date.** This agreement will become effective as of the "effective" date stated on the first page of this agreement, provided that it has been signed and dated by both you and by ALI.

20. **Applicable law.** This agreement will be construed and enforced under Indiana law.

By signing the attached agreement, you are accepting the terms and conditions set forth within the language of this agreement. Additionally, you will be responsible for paying each contract invoice either mailed or emailed. Also, by signing, you understand a finance charge of 1.5% (1.8% per annum) will be added to your account should the balance become delinquent. You also understand that you are responsible for the maintenance of the equipment. If you do not maintain the equipment, you may be held liable for any or otherwise untimely payment of your account, a collection fee equal to 3 1/2 % of the unpaid balance will be added to your account. You agree to pay that fee. You further agree to pay reasonable attorney fees and court costs if a judgment is granted against you.

Please sign that you have reviewed and agree to ALI's Maintenance Agreement, Terms & Conditions:

Customer: Terry Phillippe
 By: Ryan Brown
 Name: Ryan Brown
 Title: Sales Director
 Date: 09.01.2021

Document Ref: VL3P8C4MYHMM-GEHWV-2JF78



CUSTOMER REVIEW & SATISFACTION CHECKLIST

Customer Name: Warrick County Government - Surveys	Installation Address: 107 W. Locust St., Boonville, IN 47601
Account Rep Name: RYAN BROWN	Main Contact: Jennifer Curry

You Received:
 A demonstration of the basic functions of your IMC2500 and have approved the installation and have no additional questions at this time.
 A copy of your Purchase Agreement, Lease Form, Delivery Form with the Terms and Conditions of this sale.
 An explanation of any applicable warranties, provisions of additional components available to you. All Ricoh and Canon equipment come with a 90 day warranty.

A courteous and informative install technician: Jody Jackson / Ross Madison

You Reviewed:
 The procedures for requesting service, supplies, and technical support.
 The available contacts for questions regarding billing, maintenance, and future needs.
 The service coverage and/or technical support and the appropriate means of obtaining such support.

You were Advised:
 Of the ALI Service plan (if applicable).
 Of the need for a surge protector / power filter - issues from acts of God, electrical storms, brown outs, etc. are not covered by our service agreement.
 If leasing, customer must provide a certificate of insurance listing the leasing company as the loss lender's payee. Failing to do so will result in a property surcharge from the leasing company.
 If tax exempt, customer must provide the tax exemption certificate.

End meter reads for current equipment being replaced: B/W _____ Color _____

Account Information: CARD Service Coverage Includes: SEE SERVICE CONTRACT

I understand that by signing, I have read and discussed the terms & conditions of all ALI documents and the installation has been completed to my satisfaction.

Customer Signature: <u>Terry Phillippe</u>	Date: <u>09.07.2021</u>
ALI Rep Signature: <u>Ryan Brown</u>	Date: <u>09.01.2021</u>

Document Ref: VL3P8C4MYHMM-GEHWV-2JF78

Document Ref: VL3P8C4MYHMM-GEHWV-2JF78



Professional Network Services

As part of any equipment installations, Alpha Laser & Imaging provides network services apart from any lease contract costs in the installation. The service contract for the equipment covers parts, labor, toner & all consumables for the equipment itself. Network Services would be services generally provided by an internal/external IT staff. Some of these network services include:

- Driver Troubleshooting
- Scan-to-email/Scan-to-folder Configurations
- Network Communication Error Troubleshooting
- Other Network Changes

Professional services required beyond initial installation will be subject to our normal labor charges which are \$150.00/HR, which includes trip charge within 30-mile radius. Beyond 30 miles the customer will be charged the hourly rate. After the 1st hour, Alpha Laser will charge \$150/HR in 15min increments.

Alpha Laser & Imaging can custom tailor a plan for network services to your company's needs. Reoccurring monthly or quarterly fee will be determined based on the size of the company's network, how many PCs/users, and connected devices.

I understand the above conditions and possible charges concerning Alpha Laser & Imaging's network services program.

Signed: Terry Phillippe Dated: 09.07.2021

Alpha Laser & Imaging 5815 Metro Centre Dr. Evansville, IN 47715
 www.alpha-laser.net 812-475-1644

Document Ref: VL3P8C4MYHMM-GEHWV-2JF78

Signature Certificate
Document Ref.: VLXHR-MYHMM-GEHWV-2JF78

Document signed by:

	Ryan Brown Verified E-mail: rbrown@alphalaserimaging.com IP: 143.56.76.170 Date: 07 Sep 2021 20:19:39 UTC		<i>Ryan Brown</i>
	Jen Curry Verified E-mail: jcurry@warrickcounty.gov IP: 96.27.226.60 Date: 07 Sep 2021 16:51:33 UTC		<i>Terry Phillippe</i>

Document completed by all parties on:
07 Sep 2021 16:51:33 UTC
Page 1 of 1



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PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.



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