

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**

REGULAR SESSION  
COMMISSIONERS MEETING ROOM

107 W. Locust Street, Suite 303

Boonville, Indiana

February 14, 2022

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**

**AREA PLAN COMMISSION  
REQUEST FOR EXTENSION OF SURETY  
WOODFIELD SUBDIVISION, SECTION 2**

**Commissioner Terry Phillippe:** Okay, first order of business this evening is Area Plan.

**Molly Barnhill:** We have two (2) Requests for Extensions of Surety. First one's Woodfield Subdivision, Section 2 by Woodfield Development, LLC, Steven Blankenberger is the member. We're holding three thousand three hundred eighty-two and fifty cents (\$3,382.50) for sidewalk construction. They're requesting a modification from the Subdivision Control Ordinance to have a one (1) year extension with a reduction to one thousand eight hundred fifteen and fifty cents (\$1,815.50). They've had the letter of credit for fifteen (15) years and eight (8) months. And this current letter of credit expires March 4, 2022. And our County Engineer has signed off that the dollar amount would be sufficient.

**Commissioner Dan Saylor:** Steve, is this, is this just like one (1) lot that they have left or...?

**Steve Sherwood:** One (1) or two (2) lots in each, each section, yes.

**Commissioner Dan Saylor:** I think they're sold. Okay. Is this, is this an individual or a motion or do we need or we do in this Section 2 and 3 together? Or?

**Molly Barnhill:** Individual, please.

**Commissioner Dan Saylor:** Individual. I make a motion to approve the Extension of Surety for Woodfield Subdivision, Section 2.

**Commissioner Bob Johnson:** I'll second.

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

**Commissioner Bob Johnson:** Aye.

**Commissioner Dan Saylor:** (Inaudible).

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

*(Woodfield Section 2 Extension is located on Pages 19 through 20 of these Official Minutes)*

**WOODFIELD SUBDIVISION, SECTION 3**

**Molly Barnhill:** Okay. Woodfield Subdivision, Section 3, Woodfield Development, LLC by Stephen Blankenberger the member. On this one (1), we're holding six thousand seven hundred two and thirty cents (\$6,702.30) for sidewalk construction. They're requesting a modification from the Subdivision Control Ordinance to have a one (1) year extension with reduction to three thousand three hundred dollars (\$3,300.00). They've had this letter of credit for fourteen (14) years and three (3) months and it expires March 4, 2022. The County Engineer is also signed off on the dollar amount on their request.

**Commissioner Terry Phillippe:** Steve, all good?

**Steve Sherwood:** Yes, same issue as the previous one (1).

**Commissioner Bob Johnson:** I'll make a motion to approve Woodfield Subdivision, Section 3, Request for Extension of Surety.

**Commissioner Dan Saylor:** Second.

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

**Commissioner Dan Saylor:** Aye.

Commissioner Bob Johnson: Aye.

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

*(Woodfield Section 3 Extension is located on Pages 20 through 21 of these Official Minutes)*

**REQUEST TO REZONE  
PC-R-21-11 ORTEZ AYALA  
ORDINANCE 2022-02**

**Molly Barnhill:** We have two (2) Requests to Rezone. First one (1) is PC-R-21-11. Petitioner/owner is Ortez Ayala, LLC by Melvin Ortez, Owner. It's to rezone two point eight-one (2.81) acres on the north side of High Pointe Drive, zero (0) feet northeast of the intersection formed by High Pointe Drive and Bell Road from C4 and PUD C-4 to PUD C-4 Planning and Development consisting of General Commercial. This is Lot 1 in High Pointe Center North, Section 4 PUD, part of Lot 40 in High Pointe Center North, Section 2, Ohio Township, advertised in the Standard, December 2, (20)21. Was continued from December 13, (20)21 and APC gave unanimous positive recommendation for PC-R-21-11 at the meeting held on January 10, 2022.

**Commissioner Terry Phillippe:** Very good.

**Jim Morley, Jr.:** Jim Morley, Jr., Project Engineer. First of all, I'd just like to say, happy to spend my Valentine's Day with you all.

**Commissioner Dan Saylor:** Likewise.

**Jim Morley, Jr.:** I mean, this is where I wanted to be. So, this is, you all saw this maybe a month or two (2) ago. It came in front of Drainage Board as an encroachment agreement for the rezoning. We have to make it into a PUD to allow for the lot lines to, to work and for the building (inaudible) and everything, because part of it was already a PUD to begin with. And so, we're just seeking the rezoning to do the PUD which allows us to do the plat, which allows us to do the expansion for the covered patio area.

**Commissioner Dan Saylor:** Jim, why does it come up here?

**Jim Morley, Jr.:** That is, that's the frontage for that, there's an auto detail shop back there, Mr. Detail or something like that.

**Commissioner Dan Saylor:** Right.

**Jim Morley, Jr.:** And that little finger going down to High Pointe Drive is the frontage for that lot. It has some, so, Mr. Ortez, he owns all that also.

**Commissioner Dan Saylor:** Right, so why's that not all encompassed in there.

**Jim Morley, Jr.:** Just because that is the, the Subway is here. He doesn't own the Subway.

**Commissioner Dan Saylor:** Right, he owns that right there.

**Jim Morley, Jr.:** If you go on this other side, right off to, right off the edge of the picture there is a building pad for your future commercial building. And so, this parking lot area here is parking for future commercial building just right off the edge of the paper. And so, that finger that comes down through there, it runs in a, through a parking lot drive aisle. And so, there's an ingress, egress easement on that finger there to allow for cross access of that parking lot.

**Commissioner Dan Saylor:** Okay.

**Commissioner Terry Phillippe:** So, we need an Ordinance number?

**Kristine Georges:** The Ordinance number would be '02.

**Roger Emmons:** Want to ask for remonstrators?

**Todd Glass:** Comments for...

**Commissioner Terry Phillippe:** Do we have any comments in the audience for or against? It does not appear that we do.

**Commissioner Dan Saylor:** Make a motion to approve PC-R-21-11.

**Commissioner Bob Johnson:** It's Ordinance 2022-02.

**Commissioner Dan Saylor:** Thank you.

**Commissioner Bob Johnson:** I'll second.

**Commissioner Terry Phillippe:** All in favor?

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**Jim Morley, Jr.:** Thank you all. Happy Valentine's Day.

**Commissioner Dan Saylor:** You too.

**Roger Emmons:** You too.

**Commissioner Dan Saylor:** Where we going to dinner tonight?

**Commissioner Bob Johnson:** Acapulco?

*(Ordinance 2022-02 is located on Pages 21 through 22 of these Official Minutes)*

**PC-R-22-01 LAMPERT PROPERTIES  
ORDINANCE 2022-03**

**Molly Barnhill:** Our next Rezoning Request is PC-R-22-01. Petitioner is Lampert Properties, LLC by Chad Lampert, Managing Member. The owner, it's been sold, I know it says A-Plus Investments on your agenda. It is now Nine-Ten-Five Properties, LLC. The request is to rezone four point nine-one-six (4.916) acres on the north side of Peachwood Drive, zero (0) feet west of the intersection of Peachwood Drive and Casey Road, from M2, General Industrial Zoning District to PUD/C-4, Planned Unit Development consisting of General Commercial Zoning District. It was Lot 5 in Peachwood of Warrick Place VII, Ohio Township. It was advertised in the Standard, December 30, 2021. The APC gave a unanimous positive recommendation for PC-R-21-11 at their meeting held on January 10th of, I'm sorry, PC-R-22-01 on January 10, 2022.

**Commissioner Terry Phillippe:** Go ahead.

**Glen Meritt:** Glen Meritt with Cash Waggnar and Associates. We are basically, like Molly said, just rezoning it to a PUD. We went ahead and switched the zoning to C4 just to make it match the use that the owner is wanting to put on that property. He's building like nine (9) commercial duplex buildings that are gonna be rentals. And then has a couple of storage buildings on the northwestern side of the property. It's located at the northwest quadrant of Peachwood and Casey, Casey Road. Be happy to answer any other questions you guys might have.

**Commissioner Dan Saylor:** Glen, why do we have two (2), two (2) different drawings here?

**Molly Barnhill:** I gave them a copy of that primary.

**Commissioner Dan Saylor:** Oh, is this, is this a primary?

**Molly Barnhill:** To go with the design.

**Glen Meritt:** It's two (2) different pages. It got a little busy. There's a building envelope on one (1) and the other does not have it. It's same development as the nine (9) buildings, commercial duplex buildings out front, where there's seven (7) out front, two (2) here, and then those little, smaller storage buildings.

**Commissioner Dan Saylor:** Okay. Got it.

**Glen Meritt:** (Inaudible).

**Commissioner Terry Phillippe:** Okay, any, so, rezoning here, right? Anybody here to speak for or against this? Nope? I'll entertain a motion.

**Kristine Georges:** '03.

**Commissioner Terry Phillippe:** '03.

**Commissioner Dan Saylor:** APC, okay, I make a motion to approve PC-R-22-01, Ordinance 22....2022-03.

**Commissioner Bob Johnson:** Second.

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

**Commissioner Bob Johnson:** Aye.

**Commissioner Dan Saylor:** Aye.

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

**Glen Meritt:** Thank you.

*(Ordinance 2022-03 is located on Page 22 of these Official Minutes)*

**STREET CONSTRUCTION PLANS  
PP-22-03 LIGHTHOUSE LANDING**

**Molly Barnhill:** We have Street Construction Plans. It's Primary Plat 22-03, the Lighthouse Landing. Petitioner's Phillip Hartz, the owner is ASG Properties by LLC by Sarah Mauck, Member. Approximately five point one-seven-nine (5.179), sorry, acres located on the south side of State Road 662 and the east side of Pollack Avenue, zero (0) feet southeast of the intersection of (State Hwy) 662 and Pollack Avenue. Being Parcel 1 in Waterwork 1 Minor Subdivision. And they're requesting no improvements to Pollack Avenue.

**Glen Meritt:** Glen Meritt with Cash Waggner. This same piece of property that came before your Drainage Board earlier. We have applied for INDOT driveway permit because the INDOT right-of-way extends a couple hundred (100) feet south of Pollock-State Road 662. And so, there is no commercial drive that we have to submit for Warrick County. It's all through INDOT. I turned it in a week and a half or so ago. I've received a few comments from them, but got to resubmit a few things to them, but like I said, there are no roads. There's, the only improvements are gonna be just private roadways, drive isles to access the internal lots. There's only one (1) drive cut that's a shared drive for both lots that they're gonna be installing on the eastside of Pollack.

**Commissioner Terry Phillippe:** Steve, anything else?

**Steve Sherwood:** Yes, Bobby's comments were that the first three hundred seventy (370) feet south of (State Hwy) 662 and Pollack Avenue are controlled by INDOT, INDOT right-of-way. And that's what Glen's referring to is the entrance will be in that right-of-way. The remaining part of the Pollack Avenue that this lot borders was just recently paved with the Community Crossing Grant funding last year. So, no improvements are warranted for this particular project. The south half or southern most of the acreage will be a storage unit and the commercial will be up near (State Hwy) 662 which will be, again, the entrance, the shared entrance for both in the INDOT right-of-way at Pollack Avenue.

**Commissioner Terry Phillippe:** Okay. Thank you. Anyone like to make a motion.

**Commissioner Dan Saylor:** Make a motion to approve the street construction, construction plans for PP-22-03.

**Commissioner Bob Johnson:** I'll second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**Glen Meritt:** Thank you.

*(PP-22-03 is located on Pages 23 through 24 of these Official Minutes)*

**PP-22-04 YELLOWSTONE PUD**

**Molly Barnhill:** Our next item under Street Construction is PP-22-04, Yellowstone PUD, by John Mattingly Homes, INC, by Don Mattingly the Owner. It's twelve point three-eight-nine (12.389) acres located on the east side of State Road 66, zero (0) feet northeast of State Road 66 in Wildwood Drive. It's part of Outlot 1 and the corrective plat, Sudamar Heights Subdivision in Ohio Township. This was advertised in the Standard, February 3, 2022, and it does have private roads. They are requesting to continue this to the March 14<sup>th</sup>, 10:00 o'clock meeting and not be heard tonight at this time.

**Glen Meritt:** Glen Meritt with Cash Waggner. That is correct. We missed an adjainer on the notices, so we had to go back, come back to the meetings in a month.

**Commissioner Dan Saylor:** So, I make a motion to table 'til our March 14<sup>th</sup>, 10:00 AM meeting.

**Commissioner Bob Johnson:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**AMENDMENTS TO THE WARRICK COUNTY SUBDIVISION CONTROL ORDINANCE  
AN ORDINANCE TO AMEND ARTICLE II SECTION 2: TERMS DEFINED  
SUBSECTION 45 (B) SUBDIVISION OF LAND AND SUBDIVIDE  
ORDINANCE 2022-04**

**Molly Barnhill:** We have a couple amendments to the Warrick County Subdivision Control Ordinance. The first one's an Ordinance to amend Article 2, Section 2 Terms Defined, Subsection 45B Subdivision of Land and Subdivide of Subdivision Control Ordinance in Warrick County, Indiana. The purpose of this Ordinance is to add R-1, R-1A, R-1B, R-1C, and R-1D One Family Dwelling Districts to parcelizations in the Warrick County Subdivision Control Ordinance. It was Amanda Mosiman that made a motion to recommend the amendment to the County Commissioners. Seconded by President Valiant and carried unanimously.

**Commissioner Terry Phillippe:** Kristine, this is gonna be '04, I assume?

**Kristine Georges:** Yes, Sir, it is.

**Commissioner Terry Phillippe:** Anyone have any comments?

**Commissioner Dan Saylor:** So, what are we accomplishing here, Molly? What's with these different designations?

**Molly Barnhill:** These are the ones we had sat down and talked about. We formed, the Area Plan Commission formed the committee and it was to make it a little easier to do some subdivisions in the County where it's already zoned residential, which is mainly around the town. But, nothing's been plotted there yet. When zoning came into effect in (19)64, it just slapped some residential zoning areas like two hundred (200) feet wide along the roads around the towns, and it's, right now the way the Ordinance is, if they wanted to do anything with that property, it would have to be a major subdivision because it's in R-1 Zoning. So, it just makes it a little easier only on unplatted ground.

**Commissioner Dan Saylor:** Okay.

**Commissioner Bob Johnson:** Any questions?

**Commissioner Terry Phillippe:** I do not. Anyone else? I'll entertain a motion.

**Commissioner Bob Johnson:** Make a motion to approve Ordinance 2022-04.

**Commissioner Dan Saylor:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

*(Ordinance 2022-04 is located on Page 24 of these Official Minutes)*

**AN ORDINANCE TO AMEND ARTICLE III: PROCEDURES FOR SUBMISSION OF PLATS  
BY ADDING ARTICLE IIIE: PROCEDURES FOR SUBMISSION OF PARCELIZATIONS  
ORDINANCE 2022-05**

**Molly Barnhill:** The second one (1), these are all related. The second one (1) is an Ordinance to amend Article 3 Procedures for Submission of Plat, but adding Article 3E Procedures for Submission of Parcelization's of the Subdivision Control Ordinance in effect for Warrick County, Indiana. This was to amend the requirements for parcelizations and public, add a public notice for parcelizations in the Warrick County Subdivision Control Ordinance. And it got a positive unanimous recommendation at the Planning Commission meeting.

**Commissioner Terry Phillippe:** Okay. Kristine?

**Kristine Georges:** 2022-05.

**Commissioner Dan Saylor:** Make a motion to approve Ordinance 2020, 2022-05.

**Commissioner Bob Johnson:** I'll second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

*(Ordinance 2022-05 is located on Page 25 of these Official Minutes)*

**AN ORDINANCE TO AMEND ARTICLE II DEFINITIONS SECTION 2 TERMS DEFINED SUBSECTION 45 SUBDIVISION OF LAND AND SUBDIVIDE (A) II ORDINANCE 2022-06**

**Molly Barnhill:** This is the Ordinance to amend Article 2 Definitions, Section 2 Terms Defined, Subsection 45 Subdivision of Land and Subdivide A2 of the Subdivision Control Ordinance in Warrick County, Indiana. The purpose of this Ordinance is to add the R-1, R-1A, R-1B, R-1C, and R-1D being One Family Dwelling Districts to Minor Subdivisions in the Warrick County Subdivision Control Ordinance. Advertised December 30, 2021 and received a positive unanimous recommendation at the last APC meeting in January.

**Commissioner Terry Phillippe:** Kristine?

**Kristine Georges:** 2022-06.

**Commissioner Terry Phillippe:** Of course.

**Commissioner Bob Johnson:** Make a motion to approve Ordinance 2022-06.

**Commissioner Dan Saylor:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

*(Ordinance 2022-06 is located on Page 26 of these Official Minutes)*

**AN ORDINANCE TO AMEND ARTICLE II DEFINITIONS SECTION 2 TERMS DEFINED SUBSECTION 45 SUBDIVISION OF LAND AND SUBDIVIDE (C) ORDINANCE 2022-07**

**Molly Barnhill:** The last one's Ordinance to amend Article 2 Definitions, Section 2 Terms Defined, Subsection 45 Subdivision of Land and Subdivide (c) of the Subdivision Control Ordinance in effect for Warrick County. The purpose of this Ordinance was to amend the requirements for lot line adjustments in the Warrick County Subdivision Control Ordinance. Advertised December 30, 2021 and received a positive recommendation from the Area Plan Commission at their January meeting.

**Commissioner Terry Phillippe:** Let me guess, '07.

**Kristine Georges:** Exactly.

**Commissioner Bob Johnson:** You're quick.

**Kristine Georges:** Perfect.

**Commissioner Bob Johnson:** Make a motion to approve Ordinance 2022-07.

**Commissioner Dan Saylor:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**Molly Barnhill:** And that is all I have for the Area Plan Commission.

**Commissioner Terry Phillippe:** Thank you, Molly.

**Commissioner Bob Johnson:** Thank you, Molly.

**Molly Barnhill:** Thank you.

*(Ordinance 2022-07 is located on Page 26 of these Official Minutes)*

**ITEMS FOR DISCUSSION  
REQUEST TO USE WARRICK WELLNESS TRAIL FOR TOTAL JOINT TREK 2022**

**Commissioner Terry Phillippe:** Okay. Next up, Items for Discussion, County Administrator, Roger Emmons.

**Roger Emmons:** Thank you, Mr. President. Is Dr. Goelzhauser here? No. The request to use the Warrick Wellness Trail for their Total Joint Trek 2022 was tabled at your January 24th meeting. And I sent an email to Dr. Goelzhauser on February 2<sup>nd</sup> and cc'd the Board. He did acknowledge, Terry, that you guys have kind of been playing phone tag. So, it's not until September. They're saying in the email they would stick to the sidewalks along the trail. Of course, that would be better for everyone. I was looking at a map down there that Steve showed and there's sidewalks on the north and south, but is there a crossover?

**Steve Sherwood:** Yes, there's a crosswalk where they go from one (1) side to the other.

**Roger Emmons:** Okay. So, again, Sheriff Wilder's expressed concerns about that. They wanna keep it in Warrick County. It was in Evansville for a while, but the reason they want to use Warrick Wellness Trails is because it's close to where these patients have had their surgeries. But, you know, it's absolutely not necessary that they use that. But, at this point, I don't know how many participants he's gonna have, but it's substantial, I believe, going from his past events.

**Commissioner Terry Phillippe:** So they did indicate that they could use the sidewalks?

**Roger Emmons:** He did say they would.

**Commissioner Terry Phillippe:** Sheriff?

**Sheriff Mike Wilder:** Sheriff Mike Wilder. I did speak to Dr. Goelzhauser cause I wanted to let him understand my concern when we were talking about using the road. But he, what he did conveyed me, he thinks they will stay just to the sidewalks they can kind of stagger their starts and I think that's his plan now is just to stay to the sidewalks. So, if you haven't had a chance to talk to him, that's their new plan.

**Roger Emmons:** That's great, appreciate you doing that.

**Sheriff Mike Wilder:** Obviously, their hospital, they want to start at the hospital, make their way back to where they started.

**Commissioner Bob Johnson:** And you're okay with that? No issues?

**Sheriff Mike Wilder:** Yeah and I even talked to him, you know, if it was something that we even closed roads, it's just gonna get where they need manpower and stuff. Just, we gotta consider all burdens it does to the people. Now, we have several businesses there and people living there and it's not just a, it's nice starting to become that now.

**Commissioner Bob Johnson:** Okay. Thank you, Sheriff.

**Roger Emmons:** Thank you, Sheriff.

**Commissioner Terry Phillippe:** So, we want to go ahead and move on this?

**Commissioner Dan Saylor:** I'm, I'm good with it since he's on the sidewalks. I make a motion to approve the use of the Wellness Trail for Joint Trek 2022.

**Commissioner Bob Johnson:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**Roger Emmons:** And, of course, Dr. Goelzhauser knows that he must submit a certificate of liability insurance which he does about a month before the event.

### **APPROVE PRESIDENT OF THE BOARD TO ELECTRONICALLY SIGN CONTRACTS FOR INDOT**

**Roger Emmons:** Second is to approve the Commissioner's President to electronically sign contracts for INDOT's Community Crossings Matching Grant Program and local call projects. I don't know if Steve wants to elaborate, but you've done this in the past, I think just by simple motion and a copy of the minutes can be attached to any documents that need to go up to prove that that's been done.

**Commissioner Dan Saylor:** I make a motion to approve the President of the Board to electronically sign INDOT's, all the pertaining contracts for Community Crossing and local call projects.

**Commissioner Bob Johnson:** I'll second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

#### **ARP FUNDING**

#### **OFFICIAL VOTE ON DECLARING THE TEN MILLION LOST REVENUE RULE**

**Roger Emmons:** And lastly, under Items for Discussion, we have ARP Funding, official vote on declaring \$10 million Loss Revenue Rule and I will defer to our Grants Administrator Debbie Bennett-Steersman.

**Debbie Bennett-Steersman:** Good afternoon, Debbie Bennett-Steersman. As you know, we've been operating under an interim, interim rule for the American Rescue Funds and in January the final rule was issued. The final rule stays basically the same and explains in detail some of the regulations. There's still the same four (4) categories responding to public health and negative economic impacts. Providing premium pay to essential workers. Providing government services to the extent of revenue loss and making necessary investments in infrastructure. But the largest change in the final rule is that it allows any (inaudible) to declare up to ten million (\$10,000,000.00) of its total allocation, not to exceed the allocation, as lost revenue. When the American Rescue Plan first came out, they asked the Auditors to calculate lost revenue for the year 2020, I believe it was, compared to 2019. And then every year after that, you could go back, compare, and collect lost revenue. Lost revenue is the easiest and most flexible use of that category under the American Rescue Funds. When the final rule came out, they decided you could do one (1) of two (2) things, to declare up to ten million (\$10,000,000.00) of your total allocation as lost revenue without calculating it or actually calculating and using whatever that figure comes out to be. But, because the process is now streamlined by declaring the ten million lost revenue, using that money becomes more flexible in putting together the spending plan. The final rule will also want you to understand even if you do it as lost revenue, there'll still be restrictions on the uses according to the statutory restrictions under the American Rescue Plan according to some things you cannot spend it on. Those things are generally ineligible are construction of a new Correctional Facility as a response to an increase in the rate of crime. Construction of new congregate facilities to decrease the spread of COVID-19 in the facility. Construction of convention centers, stadiums, or other large capital projects intended for general economic development or aid to impacted industries. The others include, you may not offset any tax revenue deposit funds into pension or replenish any reserves or have any settlements, use it for settlements or judgments. I know I'm telling you a lot. I tried to get you all the information in advance. But, my recommendation today is that the Commissioners amend their fiscal plan and declare up to ten million dollars (\$10,000,000.00) of their ARP money as lost revenue.

**Todd Glass:** So, what she's asking for is a motion to adopt the Lost Revenue Rule up to ten million dollars (\$10,000,000.00) for the use of the ARP Funds and amend the fiscal plan accordingly. Right?

**Debbie Bennett-Steersman:** Correct.

**Commissioner Terry Phillippe:** Counsel, any other comments?

**Todd Glass:** That was it.

**Commissioner Terry Phillippe:** That's it. Want to make sure.

**Commissioner Bob Johnson:** I'll make a motion to approve the declaration of up to ten million dollars (\$10,000,000.00) of Lost Revenue Rule for the ARP Funding.

**Roger Emmons:** And to amend the County Fiscal Plan.

**Commissioner Bob Johnson:** And to amend the County Fiscal Plan. Thank you, Roger.

**Roger Emmons:** Thank you, Bob.

**Commissioner Dan Saylor:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**Todd Glass:** I might mention, Mr. President, that Baker Tilly is actually in the process of calculating that, correct? I believe?

**Debbie Bennett-Steersman:** That was one of their services when we asked. But, I think they haven't started yet. So, that should save money on that on that part of the contract.

**Todd Glass:** Just thought I'd mention that.

**Debbie Bennett-Steersman:** Thank you.

**Commissioner Terry Phillippe:** Is that all, Roger?

**Roger Emmons:** Under Items for Discussion, yes.



Commissioner Terry Phillippe: Alright.

*(ARP Fiscal Plan Amendment is located on File in the Auditor's Office)*

**APPROVAL OF MINUTES  
JANUARY 24, 2022**

Commissioner Terry Phillippe: Next item is Approval of Minutes from the January 24, (20)22 meeting.

Commissioner Bob Johnson: Make a motion to approve the minutes from January 24<sup>th</sup>.

Commissioner Dan Saylor: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

**COUNTY ADMINISTRATOR  
WARRICK COUNTY VOLUNTARY TITLE VI SURVEY**

Commissioner Terry Phillippe: And back to you, Roger.

Roger Emmons: Thank you, Mr. President. First item I would mention is our Warrick County Voluntary Title VI Public Involvement Survey relative to our Title VI and ADA Compliance that's on the table over here. Feel free to do that and return to this office.

**BADGEPASS AGREEMENT FOR EMA**

Roger Emmons: First item I have is the BadgePass Incorporated Agreements for hardware and software services. This is for the EMA's, basically, their badge-making machine. And it was purchased with a grant and it was delivered and installed in 2020 and Jake Greer, the EMA Director, says that the contract at that time covered a two (2) year warranty including a service agreement that expired at the end of last year. The hardware cost is one thousand one hundred seventy-five dollars (\$1,175.00). Software is six hundred ninety dollars (\$690.00). The agreements run from January 15<sup>th</sup>, so it's retroactive to that and expires on January 14<sup>th</sup> of next year.

Commissioner Terry Phillippe: Counsel? You had a chance to review that?

Todd Glass: Yes, everything is in order and ready for approval.

Commissioner Terry Phillippe: I'll entertain a motion.

Commissioner Dan Saylor: So, the contract, oh, the contract at the time, that this doesn't make sense? The contract at the time covered a two (2) year warranty which included a service agreement for two (2) years, but he bought it last year? Is that when it come online?

Roger Emmons: They actually applied for it, I think, in 2019. It was delivered and installed in 2020. I don't know the timing...

Commissioner Dan Saylor: If it covers a two (2), at the time it covered a two (2) year warranty, it seems like, I guess I'd be right.

Steve Sherwood: If it was early 2020.

Commissioner Dan Saylor: Yep, okay. Alright. So, I still don't, still not real clear on this. This is a hardware...

Roger Emmons: Should have been all of 2020 and all of 2021. So, there's your two (2) years.

Commissioner Dan Saylor: Two (2) years, so, the hard, what's the hardware cost? Is that the cost of the services? Jake talked to us about this a little bit, but....

Roger Emmons: Yeah.

Commissioner Terry Phillippe: Basically, it's a, it's a service agreement. So, the hardware is covered under service agreement for eleven-seventy-five (\$1,175.00).

Commissioner Dan Saylor: Okay.

Commissioner Terry Phillippe: And the software is also covered separately. I don't know why they covered them separately.

Commissioner Dan Saylor: Okay. Okay. I didn't know if we were buying something else besides. Okay.

**Commissioner Terry Phillippe:** Every so often, we're gonna have to renew the software.

**Commissioner Dan Saylor:** And Jake told me that if they have to call, and I mean it's like copy machines, is crazy expensive.

**Commissioner Terry Phillippe:** Yeah, like five hundred dollars (\$500.00).

**Commissioner Dan Saylor:** Yeah, an hour or some crazy number. Okay, Commissioner Johnson, are you...? I make a motion to approve the BadgePass Agreements for hardware and software services.

**Commissioner Bob Johnson:** Second.

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

**Commissioner Bob Johnson:** Aye.

**Commissioner Dan Saylor:** Aye.

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

*(BadgePass Agreement is located on Pages 26 through 27 of these Official Minutes)*

**CONSENT AGENDA**  
**CERTIFIED CLAIMS – NON-CERTIFIED CLAIMS – PAYROLL**  
**ORDINANCE ESTABLISHING NEW FIXED ASSET CAPITALIZATION POLICY**  
**RATIFY EXTENSION OF RUA WITH PEABODY FOR SOMERVILLE ROAD**

**Roger Emmons:** Under the Consent Agenda, we have County Auditor Claims Voucher Reports dates January 26, (20)22 to February 15, (20)22. Drew Walker emailed the Accounts Payable on February 9th. And Payroll date is January 31st and we received that February 11th from Kristine. Ordinance establishing new Fixed Asset Capitalization Policy establishes a threshold of five thousand dollars (\$5,000.00) for both machinery and equipment and furniture and fixtures. You gave your consensus on January 28th for Counsel to proceed with drafting the Ordinance. And I know BJ Farrell, she gave us some good information, gave me, and I forwarded that to you. She said it would be very helpful if that Ordinance could be retroactive to January 1, 2021. And I don't know that's possible. Counsel was looking into that. If that could be done, it would be helpful to all offices and departments as far as capital assets.

**Todd Glass:** And, Mr. President, I would suggest if it's okay with you, we move that down to my matters and we'll pass that on an actual motion and move it off the Consent Agenda. But most, most things retroactive application might not necessarily be applicable for, but for fixed asset policy it would be.

**Roger Emmons:** Okay. Next is the ratification of the extension of the road usage agreement with Peabody, five thousand six hundred fifty (5,650) feet of Somerville Road. You did that and Terry signed it on February 1st. Jim McKean, their land manager, is working on replacing the current seventy-five thousand dollar (\$75,000.00) bond which wanted the correct amount of one hundred thousand (\$100,000.00), that's yet to be done. I'm sure he'll get it to me as soon as the company give it to him. That's all.

**Commissioner Bob Johnson:** Real quick, Roger, on that Somerville Road. I've got some pictures that I'm sending to you gentlemen now that another gentleman gave them to me today. They're tearing up that road pretty bad.

**Roger Emmons:** Yeah.

**Commissioner Bob Johnson:** They need to get out there and fix this, Roger. You know, they've been using this for, they thought they were operating under an agreement and they weren't. But, in the meantime, even if they thought they were under an agreement, the road is crap. They need to fix the road. These folks out there, they're messing with the church's parking lots. They're going off the side of the road. They're cracking the road. They need to fix it. Okay?

**Roger Emmons:** Thank you, Bob.

**Commissioner Bob Johnson:** Thank you.

**Roger Emmons:** I'll notify him tomorrow morning. And Bobby will hopefully be back sometime this week. But, Steve...

**Steve Sherwood:** Bobby and I both viewed it in the last couple weeks. Bob's correct, and it's another one (1) of those road use agreements and they're supposed to be increasing the bond. You're about to cover that here, I believe.

**Roger Emmons:** So, Bob, are they, are they effecting the parking lot for the German Church, St. Matthews?

**Commissioner Bob Johnson:** Apparently.

**Roger Emmons:** Okay.

**Commissioner Bob Johnson:** I can also send you the pictures I have.

**Roger Emmons:** That would be great. Thank you, Bob. Gentlemen, that's all I have.

**Commissioner Terry Phillippe:** Okay, so we're removing the Asset Capitalization Policy from the consent approval.

**Roger Emmons:** Correct.

**Commissioner Terry Phillippe:** I'll entertain a motion to that effect.

**Commissioner Dan Saylor:** Make a motion to approve the consent agenda items A and B or A and C.

**Commissioner Bob Johnson:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

*(Certified Claims in the amount of \$2,596,902.07 are located on Pages 28 through 31 of these Official Minutes)*

*(Non-Certified Claims in the amount of \$8,769.40 are located on Page 31 of these Official Minutes)*

*(Payroll in the amount of \$554,013.47 is located on Page 31 of these Official Minutes)*

*(Peabody RUA Extension, Somerville Road, is located on File in the Auditor's Office)*

#### COUNTY ATTORNEY

### INTERLOCAL AGREEMENT WITH OHIO TOWNSHIP INVOLVING PANDEMIC RELIEF FUNDS FOR STORAGE BUILDING

**Commissioner Terry Phillippe:** And the next order of business is our County Attorney.

**Todd Glass:** Thank you, Mr. President. In front of you are copies of some of these things we'll be going through briefly. The first one (1) on the list is the Interlocal Agreement by and between the Ohio Township Trustee of Warrick County and the Warrick County by and through its Board of Commissioners. This is the final Interlocal Agreement that was contemplated by your motion and approval of this reimbursement back in December for Pandemic Relief Funds. This just works out the details for that application of those funds. It's entered into for the purposes of establishing the terms and conditions of the transfer of funds by the County to Ohio Township as reimbursement of the costs incurred by Ohio Township to construct a building located at 2332 Old Plank Road in Newburgh for the primary purpose of storing equipment, materials, and other items purchased in response to, and as a result of, COVID-19. And for future crisis response and management. The Township has provided all the necessary receipts and paperwork, has been verified for the transfer of two hundred eighteen thousand three hundred twenty-one dollars and eighty-five cents (\$218,321.85) from the County's Expense COVID line item. And this Interlocal Agreement is entered into to require Ohio Township to comply with all the necessary requirements under the Pandemic Relief Fund including how they received the funds, how they apply the funds, their liability for misapplication of funds, and also for maintenance of records and access to records and access to audit if necessary by the State. We worked this Interlocal Agreement out with legal counsel for Ohio Township and is ready for your consideration and approval on behalf of the County and signature by all three (3) Board members and attestation by the Auditor and also adoption and entering into by Ohio Township. And if you have any questions, I'll try to answer them.

**Commissioner Bob Johnson:** I'm good.

**Commissioner Dan Saylor:** I'm good with it.

**Commissioner Terry Phillippe:** Is that a motion?

**Commissioner Dan Saylor:** Yeah, I make a motion to approve the Interlocal with the Ohio Township Trustee.

**Commissioner Bob Johnson:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**Todd Glass:** Thank you, Mr. President.

*(Ohio Township Interlocal Agreement is located on Pages 32 through 34 of these Official Minutes)*

**DISCUSS TERMINATION OF INTELLIGENT SERVICES PROGRAM FOR JUDICIAL CENTER AND JAIL THROUGH HARSHAW TRANE.**

**Todd Glass:** The next on the agenda is the possible termination of the Intelligence Services Program Contract, #1838, for both the Judicial Center and the Jail Center by and through Harshaw Trane. I think it's Trane now, isn't it?

**Roger Emmons:** It is Trane.

**Todd Glass:** But, I say Harshaw Trane.

**Roger Emmons:** Right.

**Todd Glass:** And Roger might help me with this, but per the terms of the original 2019 agreement that we have in our files, if we wanted to terminate the agreement, looks like notice was necessary prior to February 1<sup>st</sup>. Trane contacted us in February after that had passed to discuss a review of how things are going and how, how they're doing. I didn't know if the Commissioners had any issue with continuing the agreement through January 2025. If you do, there is a way you can terminate the agreement early. However, you're obligated through the end of this calendar year. But, you can terminate the remaining balance of the contract.

**Roger Emmons:** And, Todd, you may not know, John did inform us of that fact that we were locked in for this year, because we missed the deadline for the written notification. So, if the Board wants to do that for the remaining two (2) years, that's up to their decision. You know, we could end up still using Trane for those Harshaw, for those Trane units. But at least if we don't have an automatic agreement extending, then it opens up the possibility for our Purchasing Manager, Acquisitions Administrator, I'm sorry, to solicit quotes from other HVAC companies.

**Commissioner Dan Saylor:** I would love to see quote solicited from other vendors and providers.

**Commissioner Bob Johnson:** Me too.

**Commissioner Dan Saylor:** See what's out there.

**Commissioner Bob Johnson:** This, I've been thoroughly disappointed.

**Commissioner Terry Phillippe:** I think, as a step, my thoughts were that we just move to terminate the agreement when we can and then we can discuss it further as the next step.

**Todd Glass:** Well, you can do that now. It's technically effective July 1<sup>st</sup> of this year with the contract obligations terminating on December 31<sup>st</sup>. But, the Board's able to make that motion and approve that now. We'll dully notify Trane and then you can then take steps further to bid out alternatives.

**Commissioner Dan Saylor:** But, they're committed by this contract 'til June 30<sup>th</sup>. Is that what I understand you to say?

**Todd Glass:** Technically, the contract would end July 1<sup>st</sup>, but you, let me just say it this way, you're obligated through the end of December, December 31, 2022 with Trane. But, between now and then you can bid it out for alternative services taking over in January.

**Roger Emmons:** The, the invoice that was a part of the cover to the Intelligence Services Program, #1838, which is what we're talking about, states that the periods are February 1, 2022 to January 31<sup>st</sup> of next year. But, I think Todd is correct as far as the true terms of the original agreement. So, I think it'd be good to just proceed with having, put that on the calendar to do.

**Commissioner Terry Phillippe:** It sounds like we're just gonna move to terminate the agreement. However, I'd like to understand the value of what we're even doing here before we even bid anything out. Just, just my two cents. So, I'm sure you understand this better than I do.

**Commissioner Dan Saylor:** I do. I just think, one (1) concern I have is this service gonna falter, you know, now that they will, you know, I know, you know, there's a chance they, I mean, you would think it would get better. But, however, I just wanna make sure if we have issues we've still got to hold their feet to the fire. But, I would just like to see what else is out there. I'm not, I don't know, you know, as far as service. Roger, you've dealt with them more than I have so.

**Roger Emmons:** When they were Harshaw Trane, they were, you know, their services were really good. Now, they're corporate. Trane bought out Harshaw Trane. So Frank Harshaw sold his franchise back to Trane. I don't think he had any choice based upon whatever agreement he had with them. And I think their services have diminished, gone down since that occurred. We do have a good local contact in Evansville. So, he's done really good at responding. But our account manager, Andy Jones, you know, we've got a meeting, I think it's March 14<sup>th</sup>. It's a consultation report, but he's scrambling, you know, to show how much we saved energy because that's what it is. It's Intelligent Service Contract to monitor. And I replied, will that cost, all these savings have to be tempered by how much we've paid you for this service and he's not responding to that yet. So, I'm sure he will put those figures together for me.

**Commissioner Bob Johnson:** I wasn't real happy with them when they were Harshaw Trane if you remember correctly.

**Roger Emmons:** I understand.

**Commissioner Bob Johnson:** We had several discussions.

**Commissioner Dan Saylor:** So, what do we need here? A motion, what do you want, Terry? A motion to...

**Commissioner Terry Phillippe:** Counsel, is that motion to terminate the contract?

**Commissioner Bob Johnson:** Do we need to do anything right now since we're already under contract for a year?

**Todd Glass:** I would recommend to go ahead and terminate if that's your intent. We can notify them of it the termination and just see where that leads us. It's possible there could be some negotiations if they want to submit a bid for consideration. I can, that would empower me to negotiate with them as far as the remaining term of the year.

**Commissioner Bob Johnson:** I'd like to know if there's any repercussions if we do terminate. And what that might be as far as, are all warranties void?

**Commissioner Dan Saylor:** So, this is just, this is just data, the Intelligence Service?

**Roger Emmons:** That's right.

**Commissioner Dan Saylor:** This is not, this is not maintenance.

**Todd Glass:** No.

**Roger Emmons:** It's Intelligence Services.

**Commissioner Dan Saylor:** Monitoring.

**Commissioner Terry Phillippe:** That's why I said I'm not sure what the value is.

**Commissioner Bob Johnson:** Right now, none, cause it doesn't work.

**Todd Glass:** Monitoring of energy and building performances and reporting.

**Roger Emmons:** Right.

**Commissioner Terry Phillippe:** Want to make a motion?

**Commissioner Bob Johnson:** Sure. I make the motion to terminate the Intelligence Services Agreement.

**Commissioner Dan Saylor:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**Todd Glass:** Thank you, I'll coordinate with Roger so we communicate that termination appropriately.

**Roger Emmons:** Okay, thank you, gentlemen.

### **ORDINANCE AMENDING THE FIXED ASSETS ORDINANCE 2022-08**

**Todd Glass:** And then this rather I have a few other items on there to add to the agenda. We've moved from consent down to our agenda here an Ordinance amending the Fixed Asset Notification Policy for Warrick County. And if I was keeping track I believe we're at '08?

**Kristine Georges:** Yes, Sir we are.

**Todd Glass:** Thank you. Ordinance 2022-08, an Ordinance of the Board of County Commissioners of Warrick County mending Chapter 40 the Code of Ordinances of Warrick County, Indiana, increasing the value for inventory, furniture, and fixture assets for capitalization from twenty-five hundred (\$2,500.00) to five thousand (\$5,000.00) effective January 1, 2021. And that's all the Ordinance does.

**Commissioner Bob Johnson:** Make a motion to approve Ordinance 2022-08.

**Commissioner Dan Saylor:** Second.

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

**Commissioner Bob Johnson:** Aye.

**Commissioner Dan Saylor:** Aye.

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

**Todd Glass:** And I should have mentioned that that makes that policy coordinate with machinery and equipment, I believe.

**Roger Emmons:** Yes.

*(Ordinance 2022-08 is located on Pages 34 through 35 of these Official Minutes)*

### **BROADBAND ECONOMIC DEVELOPMENT AGREEMENT AND RIVER CITY WIRELESS**

**Todd Glass:** Then, Mr. President, we also have at request of our Economic Development Director, the approval of the First Amendment of the Broadband Economic Development Agreement by and between Warrick County and River City Wireless. If you'll remember this agreement as a result of a variety of negotiations between the County and River City Wireless involving the Ditney Hill tower for a wireless provision of services to Warrick County residents. And also Yellow Banks tower wireless services to Warrick County residents. And as a result of, I believe you're all aware of this, the coverage for broadband in these two (2) areas, it is amending the Economic Development Agreement to provide only for the Yellow Banks tower. There's a coverage map that has been added to the agreement, I think, in response to some Commissioners' concerns to see that. It is capping the reimbursement to River City Wireless for the Yellow Banks tower only not to exceed seventy thousand dollars (\$70,000.00) with thirty-five thousand dollars (\$35,000.00) paid to River City Wireless within forty-five (45) days of the execution of the amendment or submission of the invoice. There's other amendments you'll see in yellow on your copy of the agreement, amendment, and some claw backs for that contribution up to seventy thousand dollars (\$70,000.00) come back to the County under certain circumstances.

**Roger Emmons:** Todd, is that any different than the one (1) I previously submitted to them? I've got that on my desk.

**Todd Glass:** It is.

**Roger Emmons:** It is different?

**Todd Glass:** I believe that there are further negotiations and your copy in front of you, those items and pink or red, are the additional terms and in an effort to be responsive to this Board's concerns. But, I believe Mr. Roelle was hoping that you could get that in front of you today for consideration and hopeful approval.

**Commissioner Terry Phillippe:** I for one (1) appreciate the extra efforts that were put into that.

**Todd Glass:** That was, yes, from Steve and his staff.

**Commissioner Bob Johnson:** So, what are you looking for Counselor?

**Todd Glass:** A motion to approve the final negotiated First Amendment to Rural Broadband Economic Development Agreement with River City Wireless for the provision of reimbursement from Yellow Banks tower.

**Commissioner Bob Johnson:** So moved.

**Commissioner Dan Saylor:** You don't want to repeat that?

**Commissioner Bob Johnson:** No.

**Commissioner Dan Saylor:** Second.

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

**Commissioner Bob Johnson:** Aye.

**Commissioner Dan Saylor:** (Inaudible).

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

*(River City Wireless Amendment is located on Pages 35 through 37 of these Official Minutes)*

### **SPRINGBUK BUSINESS ASSOCIATE AGREEMENT**

**Todd Glass:** And lastly, this is just something that I don't know if it's just come up quickly or if I forgot to get it on our list, but the approval of the business associate agreement between Warrick County and Springbuk, Incorporated, I believe. And this is to correlate with a separate master subscription and professional services agreement already in place but what Springbuk does is it helps receive and transfer personal health information of Warrick County employees electronically, subject to HIPAA security requirements for electrical transmission of personal health information as required under our policy. And have reviewed this business associate agreement that's in proper form. It just allows Springbuk to provide those services for Warrick County and for the transmission of that pursuant to our health insurance.

**Commissioner Terry Phillippe:** Entertain a motion.

**Commissioner Dan Saylor:** I make a motion to approve the business associate agreement with Springbuk.

**Commissioner Bob Johnson:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**Todd Glass:** Thank you, Mr. President.

*(Springbuk Contract is located on File in the Auditor's Office)*

**MONITORING OF PENDING LEGISLATION IN THE INDIANA STATE LEGISLATURE INVOLVING BUSINESS PERSONAL PROPERTY TAX**

**Todd Glass:** And we'll continue to monitor the current status of pending legislation for business personal property tax pending, I believe, in the Indiana State Legislature and a possible Resolution for the Board to consider in opposition of that.

**Commissioner Terry Phillippe:** Thank you.

**Todd Glass:** Thank you.

**COUNTY ENGINEER/HIGHWAY  
DISCUSS DEDICATION OF RIGHT-OF-WAY FOR BELL ROAD AND COAL MINE ROAD  
INTERSECTIONS ON OAK GROVE ROAD**

**Commissioner Terry Phillippe:** Okay. Next order of business is our County Engineer and Highway Department, Steve?

**Steve Sherwood:** Yes, thank you, Mr. President. Steve Sherwood on behalf of Bobbie Howard. We've discussed this previously in Commissioners' meetings about the right-of-way dedication of these two (2) tracks. As you see there, the southwest corner Oak Grove and Bell Road and also the northeast corner of Coal Mine Road and Oak Grove Road. These are the two (2) parcels taken on respective projects that we took the property in hold because we had to displace the house. We are now coming back and removing right-of-way dedication from these parcels so they will be forever more County Road right-of-way. And that will separate that from the balance of the property, so if the Board wishes to do something with the residual property in the future, these right-of-way dedications will remove the actual amount of road right-of-way use for each project. Counsel has prepared the final paperwork. And I'm not sure, Counsel, if we need to move on this and vote on it again or if it's previously been voted on. It's been a few months since we discussed it.

**Todd Glass:** Previously approved?

**Steve Sherwood:** I thought we did. I don't know if it was by consensus or by vote.

**Roger Emmons:** I had it approved. They signed it today.

**Steve Sherwood:** But to be sure, we just go ahead a make a motion approving it. That would be appropriate.

**Commissioner Dan Saylor:** I would make a motion to approve the two (2) right-of-way agreements for, or dedications for the two (2) parcels.

**Commissioner Bob Johnson:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**Steve Sherwood:** Thank you, Mr. President. That's all the business I have to report for Mr. Howard.

**Commissioner Terry Phillippe:** Thank you.

*(ROW for Bell Road and Coal Minutes Road are located on Pages 37 through 42 of these Official Minutes)*

**COUNTY SHERIFF  
JAIL STUDY COMMITTEE RECOMMENDATIONS**

**Commissioner Terry Phillippe:** Okay, next order of business, County Sheriff.

**Sheriff Mike Wilder:** Good afternoon, Sheriff Mike Wilder. I'm here to represent our Jail Committee that you all appointed back in 2019. Just a couple members in the audience, my Jail Commander Jeremy Holder, who serves on

it; Council President Greg Richmond is in the room; Terry is Council, President of the Commissioners on here. Who's not present is Prosecutor Mike Perry, Superior Court Judge Zach Winsett, and then Steve with, Steve with Old National Bank is not here, present.

**Commissioner Bob Johnson:** Steve Smith.

**Sheriff Mike Wilder:** Steve Smith, sorry, yes. Some of them couldn't make it today. But, as I said, we've been meeting since late 2019. We hired a company performance services to do a feasibility study for us. They did that study, presented it to not just the committee, but other people that were involved. Or Commissioners that chose to be there. We have that in a finalized form. Roger, they sent that to you. I know there was a copy. What you also have is a digital copy. But basically, it came back, when they presented that and said it was one (1) of the worst studies they'd seen, like cause of the need. So, and we knew the need for a Jail and Sheriff's Office along those lines. As a committee, we continue to meet then to go over not only that study, but to come up with a delivery method. And I don't want to bore everyone because, we sat through a lot of meetings trying to figure out delivery methods and there's a lot of jails being built in the State of Indiana. And they do use different methods and probably each one (1) chose one (1) for their own needs. But, we did sit through a lot of those meetings, met with architects, did our due diligence. We went to visit different jails, different places, all those different things we should do as a committee. But, we have come to the conclusion and ready to make now a recommendation to you as the Board of Commissioners. The first recommendation we'd like to do is on our delivery method is a CMC, construction manager. We've sat down with two (2) different things to do that. You'll have to take RFP's to different companies that would be interested. Basically, I guess and I'll leave that up to legal, but the way I understand it, they'd have to turn in their FP's, RFP's kind of like their resumes. They would turn in, we could interview different companies and choose who we thought was best. But, as a committee, this was going to protect us as a County the best with the choices. If some other time, we can sit down and go over all the different things, why, I don't have all the notes, but that's what the committee recommends. I think it's important that we do, do that RFP's as soon as possible because I think it's best that we get our, the CMC hired, the CM hired along with our architect so that we can sit down and all three (3) the CMC, the architect, and our committee or whoever else we choose to sit down when we start designing that we're all in the room together, that we come up with the right design, everyone looking out for best interest as we move forward. With that being said, we've also during that process, obviously, met with many architects and the committee has chosen to recommend our RQAW as our architect. RQAW has built several jails in the state. They're working on several projects. One (1) I know for sure up in Dubois. Did Green, Posey, several others. We're very impressed with them. But to be honest, we've been very impressed with a lot of people. We met a lot of people during this process. And the worst thing for me is have to be the one (1) to come up here and choose just one (1), because we actually met and like a lot of people and I know we let some people down and that's unfortunate. That's kind of business, I guess, at the end of the day. But, those are our recommendations to you all. The architect has, my understanding, is a business or a legal, I'm still not saying that right, it's a professional service, so there's no advertising or anything there. And you can act on that recommendation on its own merit. But, we would like to see them, you know, hope you take that action as our committee, take our recommendation. Get them hired, so we can move forward. Any questions?

**Commissioner Bob Johnson:** No.

**Sheriff Mike Wilder:** I just, real quick, I think I do, I kind of did at the beginning. I want to thank the committee and the people involved. This hasn't been rushed. Like I said, we've been doing this for over two (2) years.

**Commissioner Bob Johnson:** It's been a long time.

**Sheriff Mike Wilder:** And it's, everybody will tell you, as the sheriff, why are you doing this? Why would you take that on other sheriffs? Cause it's, it's, it's a big undertaking, but it's been a good pleasure. Because Terry's been well involved, my Jail Commander has been involved. Greg Richmond's been involved. I mean Greg will go to every Jail. He's jumped, stepped right in. Same way with our other committee members. So, it's not just like Mike Wilder. It's not just Terry. It's a committee and it's been a committee. So, I want to thank them and obviously, if you've seen this study, it speaks for itself, tells the needs. That's, when it's time and we got to you know take this to our public, the community, the citizens, we've got the information to show why we have that need. It's not my want, it's not Terry's want, it's not individuals. This is what they, it says we need. So.

**Commissioner Terry Phillippe:** Just add that there's been a lot of time, a lot of a lot of miles, and a lot of effort. I'm definitely smarter than what I was before we started.

**Sheriff Mike Wilder:** That's all I have. I know it's Valentine's Day. Probably got places to be. So, thank you for your time.

**Commissioner Bob Johnson:** Thank you, Mike.

**Commissioner Terry Phillippe:** Thank you, Sheriff.

**Roger Emmons:** Thank you, Sheriff.

**Todd Glass:** So that would require action on the part of the Board to accept or decline to accept the task force recommendation, retain the services of RQAW for architect, and to instruct them to initiate the beginning...

**Roger Emmons:** RFP's.

**Todd Glass:** The beginning process under the construction manager constructor statutes of State law.

**Commissioner Terry Phillippe:** Questions? Time to think?

**Commissioner Bob Johnson:** Are we at that point?



**Commissioner Terry Phillippe:** That I don't know. I figured we would have...

**Todd Glass:** It will, it will be necessary in getting the architect going, to know under what process we're...

**Sheriff Mike Wilder:** I think I want to point out, by doing this process doesn't mean we still are definitely one hundred percent (100%) building a Jail. What it, the feasibility study just gave us rough numbers. We need to hire an architect and different things. We need to sit down and put our design to paper, then a true cost, you know, cause when we add, I mean if you add a (inaudible) room, if you add this. If we truly put a design on paper, we'll never know our cost. We'll never know if this design is what we decide is what's best for our Jail and Sheriff's Office. Plus it takes up forty-eight (48), it needs to go on forty (40) acres of land. Well, then maybe where we're at now doesn't fit. That will also help determine where we'll build. So, a lot of those things have to be done. This part, I don't know all of it, but then there would be public hearings at that point in time for the community to come in and have their say and stuff like that, I think. Then it would be discussed about how it would be paid for, which I think we've already got a money mechanism in place that would be great. Cause we've talked to Baker Tilly about raising taxes. But those are things you'd want to present to your community. So, this is just kind of the part of that process. So, something you decide here today doesn't mean, okay, we're building a Jail, the architect will start in a week, that's not how that process will go. Probably not, you know, so, it's just another step moving forward.

**Commissioner Terry Phillippe:** I'd like to add, I think my short version of what the Sheriff just said, is I think we're just basically starting from scratch right now.

**Sheriff Mike Wilder:** Yeah.

**Commissioner Bob Johnson:** But, I'm sure RQAW is not going to do this pro bono.

**Sheriff Mike Wilder:** No, there'll be a fee.

**Commissioner Dan Saylor:** That was my question.

**Commissioner Bob Johnson:** That's what I want to know.

**Commissioner Dan Saylor:** Sheriff, where's that money coming from?

**Sheriff Mike Wilder:** Well, my suggestion, it's not my call, I think it's going to be Council and you guys cause you sign the contracts to pay probably out of the LIT tax. I think that's always what we've discussed as part of the funding mechanism to help for this.

**Commissioner Dan Saylor:** Did they give you an idea of what this professional services agreement...?

**Sheriff Mike Wilder:** No, I think that'd be something we'd probably want to sit down with before obviously we actually did the, signed the signature paper. But, that's why we want to sit down and you know, get that permission to sit down with RQAW to see what...

**Todd Glass:** They'll make a proposal that will be...

**Commissioner Bob Johnson:** And I don't disagree, Mike. And I don't have a problem with RQAW. They're good people. But, I just want to know where we're standing as far as what it's going to cost.

**Sheriff Mike Wilder:** And that's what we need to do. And that's kind of the, that's just that next step and I'm not probably the best, because I've never built a Jail before. I've never built a house and here I'm kind of help leading the way. But, I mean, we're, these are just baby steps moving forward and trying to do the right thing.

**Commissioner Bob Johnson:** Okay.

**Commissioner Terry Phillippe:** I kind of thought we would, we would hear the presentation, consider the request, I don't know that we need to move on it tonight necessarily? What's your thoughts, Counsel?

**Todd Glass:** I would expect you would, you would be requesting RQAW to present a proposal to the Board. Somebody's got to communicate that to RQAW.

**Commissioner Bob Johnson:** We can, you know, certainly move to, say, make a motion to move forward so Mike can get the ball rolling. And starting, the negotiations with RQAW if that's who we're, we decide that we're going to use. But, right now, we just, I don't know where we're at.

**Todd Glass:** That would be appropriate, because RQAW would in turn then get with the Sheriff, the task force, and make its proposals for further consideration.

**Commissioner Terry Phillippe:** The committee's made a recommendation. That's all it is, is a recommendation.

**Sheriff Mike Wilder:** For their services. Yeah, it's just a recommendation too. But, we have to narrow it down cause there's four (4) or five (5) that would love to be getting that recommendation. So, we need to be where we can focus and speak, you know, we're speaking with them and that we're not doing anything. And I'm sure like RQAW, I mean, I talked to all of them. I mean they'll be at the Sheriff Conference next week. They've all done this before. So, they kind of probably know the process, you know, along with what they have to follow too. Kevin Meyers is in attendance here. But, they're very well aware of all these different companies, kind of what they've got to do also.

**Roger Emmons:** Didn't Baker Tilly, I mean didn't we get the figures from them about the proposed funding and how it would go? That's good information to have. I think I shared that.

**Todd Glass:** Perhaps in response to your hope to simplify, you could make a motion to approve the task force's recommendations to move forward.

**Commissioner Terry Phillippe:** I'll entertain that motion if somebody's willing to make it.

**Commissioner Bob Johnson:** Commissioner Saylor?

**Commissioner Dan Saylor:** Well, I think, what was it, two (2) years ago, Sheriff, we went to you and said, you need to form a committee and you've done that. And I think it's been well over two (2) years, because I think Terry came on and that's when I think we were just coming off the renovations of this building. So, Terry was wanting to serve on that board. So, I think the committee is, has done some due diligences and this is the next step. I think we probably need to move forward.

**Commissioner Bob Johnson:** Okay.

**Commissioner Dan Saylor:** So, I'm okay.

**Commissioner Bob Johnson:** I'll make the motion to accept the Sheriff's or the committee's recommendations and move forward.

**Commissioner Dan Saylor:** I second that.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**Roger Emmons:** I think regarding the construction manager, RFP's, those will probably have to come from this office.

**Todd Glass:** Yes.

**Roger Emmons:** We've done them before. So, I'm sure Kevin will be glad to help me.

**Commissioner Terry Phillippe:** Sheriff, I'm sure you'll keep us posted, right? I said I'm sure you'll keep us posted.

**Commissioner Bob Johnson:** And thank you, Sheriff.

**Commissioner Terry Phillippe:** Okay. Is that all your business?

**Sheriff Mike Wilder:** Yes.

**COMMISSIONER ITEMS FOR DISCUSSION**

**Commissioner Terry Phillippe:** Commissioners, anything?

**Commissioner Dan Saylor:** I have nothing.

**Commissioner Bob Johnson:** Make a motion to adjourn.

**Commissioner Dan Saylor:** Second.

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

**Commissioner Dan Saylor:** Aye.



Commissioner Bob Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 5:05 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

TERRY PHILLIPPE, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

DAN SAYLOR, MEMBER



ATTEST:

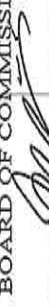


DEBORAH K. STEVENS, AUDITOR  
WARRICK COUNTY, INDIANA



Minutes transcribed by Kristine Georges

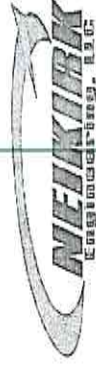
Woodfield Subdivision Phase II  
February 14, 2022

BOARD OF COMMISSIONERS:

  
President  
  
Member  
  
Member

ATTEST:

  
Auditor  
Date: 2/15/22



w w w . n e i k i r k e n g i n e e r i n g . c o m

February 2, 2022

Executive Director  
Warrick County Area Plan Commission  
107 W. Locust Street, Courthouse Room 201  
Boonville, Indiana 47601

FILED  
FEB 08 2022  
WARRICK COUNTY  
AREA PLAN COMMISSION

RE: Letter of Request for Extension  
ILOCC #20005113263  
Sidewalk Construction  
Woodfield Subdivision Phase II

To whom it may concern:

This letter is to certify that a portion of the outstanding sidewalks in Phase II have been completed. Therefore, we request the amount of the ILOCC be reduced from \$3,382.50 to \$1,815.50 for the remaining Sidewalk Construction for Woodfield Subdivision Phase II.

On behalf of Steve Blankenberger of Woodfield Development, LLC; we respectfully request the reduction of the irrevocable Letter of Credit that is on file to the amount stated above for the remaining improvements in said Subdivision. We respectfully request that you allow the remaining improvements to allow the continuation of the sidewalk improvements as lots are sold and houses are constructed.

The attached ILOCC improvement cost breakdown is attached for review and record. Please place this request on the next available meeting agenda and please notify us accordingly. If you have any questions or comments, please feel free to contact me. Thank you for your time and consideration.

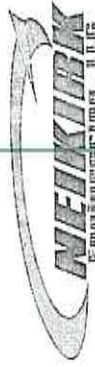
Respectfully Submitted:

*Michael E. Neikirk*

Michael E. Neikirk, P.E.  
Indiana Registration No. PE10000080  
Neikirk Engineering, LLC

Cc: Steve Blankenberger, Woodfield Development, LLC

306 North Market Street  
Mt. Carmel, Illinois 62863  
618-263-4100



w w w . n e i k i r k e n g i n e e r i n g . c o m

February 2, 2022

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

RE:

Letter of Credit Estimate  
Sidewalk Construction  
Woodfield Subdivision Phase II

Engineers Cost Estimate

Sidewalks:  
4" sidewalk  
(Lot 16)  
110 ft. at \$15.00/ft.  
Subtotal for sidewalks:  
10% Contingency:

\$ 1,650.00  
\$ 1,650.00  
\$ 365.50  
\$ 1,815.50

Total amount for remaining Sidewalk Construction:

\$ 1,815.50

Engineer's Estimate prepared by and respectfully submitted:

*Michael E. Neikirk*

Michael E. Neikirk, P.E.  
Indiana Registration No. PE10000080  
Neikirk Engineering, LLC



306 North Market Street  
Mt. Carmel, Illinois 62863

Woodfield Subdivision Phase III  
February 14, 2022

BOARD OF COMMISSIONERS:

President  
Member  
Member

ATTEST:

*Michelle L. Stearns*  
Auditor  
Date:



www.neikirkengineering.com

February 2, 2022

Executive Director  
Warrick County Area Plan Commission  
107 W. Locust Street, Courthouse Room 201  
Boonville, Indiana 47601

FILED

FEB 08 2022

WARRICK COUNTY  
CLERK'S OFFICE

RE: Letter of Request for Reduction  
ILOC #20005113285  
Sidewalk Construction  
Woodfield Subdivision Phase III

To whom it may concern:

This letter is to certify that a portion of the outstanding sidewalks in Phase III have been completed. Therefore, we request the amount of the ILOC be reduced from \$6,702.30 to \$3,300.00 for the remaining Sidewalk Construction for Woodfield Subdivision Phase III.

On behalf of Steve Blankenberger of Woodfield Development, LLC; we respectfully request the reduction of the Irrevocable Letter of Credit that is on file to the amount stated above for these remaining improvements in said Subdivision. We respectfully request a one (1) year time extension to allow the continuation of the sidewalk improvements as lots are sold and houses are constructed.

The attached ILOC improvement cost breakdown is attached for review and record. Please place this request on the next available meeting agenda and please notify us accordingly. If you have any questions or comments, please feel free to contact me. Thank you for your time and consideration.

Respectfully Submitted:

*Michael E. Neikirk*  
Michael E. Neikirk, P.E.  
Indiana Registration No. PE10000080  
Neikirk Engineering, LLC

Cc: Steve Blankenberger, Woodfield Development, LLC

306 North Market Street  
Mt. Carmel, Illinois 62863  
618-263-4100



www.neikirkengineering.com

February 2, 2022

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

FILED

FEB 08 2022

WARRICK COUNTY  
CLERK'S OFFICE

RE: Letter of Credit Estimate  
Sidewalk Construction  
Woodfield Subdivision Phase III

Engineers Cost Estimate

Sidewalks:  
4' sidewalk  
100 ft. at \$15.00/ft.  
200 ft. at \$15.00/ft.

Subtotal for sidewalks:

10% Contingency:

Total amount for remaining Sidewalk Constructions:

\$ 3,000.00

\$ 3,000.00

\$ 3,300.00

Engineer's Estimate prepared by and respectfully submitted:

*Michael E. Neikirk*  
Michael E. Neikirk, P.E.  
Indiana Registration No. PE10000080  
Neikirk Engineering, LLC



306 North Market Street  
Mt. Carmel, Illinois 62863  
618-263-4100

WARRICK COUNTY COMMISSIONERS ORDINANCE # 22-02

PLAN COMMISSION DOCKET # PC-R-21-11  
AN ORDINANCE TO AMEND THE WARRICK COUNTY, INDIANA  
COMPREHENSIVE ZONING ORDINANCE REGARDING CERTAIN  
REAL ESTATE IN WARRICK COUNTY, INDIANA

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

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

That the boundaries of the C-4 and PUD w/C-4, as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate:

Part of Lot 1 in High Points Centre North Section 4 P.U.D. as per plat thereof recorded in Document No. 2016R-011732 in the Office of the Recorder of Warrick County, Indiana, and part of Lot 40 of High Points Centre North Section 2, Phase 2, as per plat thereof, recorded in Document No. 2008R-009883 in said Office of the Recorder, all of the above being part of the Southwest Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 9 West, in Ohio Township, Warrick County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 22; thence along the north line thereof, South 89 degrees 25 minutes 35 seconds East, 359.35 feet to the northwest corner of Lot 1 in said High Points Centre North Section 4 P.U.D., said point being the POINT OF BEGINNING; thence South 89 degrees 25 minutes 35 seconds East 162.89 feet; thence South 00 degrees 31 minutes 04 seconds West 132.00 feet; thence North 89 degrees 25 minutes 36 seconds West 66.31 feet to the northeast corner of Lot 40 in said High Points Centre North Section 2, Phase 2; thence along the east line of Lot 40, said point being on the north line of said Lot 40, said point being the POINT OF BEGINNING of said Lot 40; the following 5 calls: North 89 degrees 28 minutes 56 seconds West 225.22 feet; thence North 82 degrees 38 minutes 22 seconds West 100.72 feet; thence North 89 degrees 28 minutes 56 seconds West 40.65 feet to the point of curvature of a curve to the right having a radius of 50.00 feet and a delta angle of 89 degrees 59 minutes 15 seconds from which the long chord bears North 44 degrees 29 minutes 19 seconds West 70.10 feet; thence along the arc of said curve 78.53 feet; to the west line of said Lot 40, said point also being the POINT OF BEGINNING of said Lot 40; thence along said right-of-way line North 10 degrees 30 minutes 19 seconds East 128.02 feet to a corner of Bell Road in the Township of Warrick County, Indiana, as shown on Document No. 2018R-009111 in said office of the Recorder; thence leaving said boundary of Lot 40 and along said right of way the following 2 calls, South 89 degrees 29 minutes 41 seconds East 10.00 feet; thence North 00 degrees 30 minutes 19 seconds East 46.88 feet to the north line of said Lot 40; thence along the north line thereof, South 89 degrees 25 minutes 36 seconds East 240.57 feet to a corner of Lot 1 in said High Points Centre North Section 4 P.U.D.; thence along the west line of said Lot 1 the remaining calls, North 09 degrees

03 minutes 06 seconds East 31.17 feet; thence North 37 degrees 43 minutes 48 seconds East 54.60 feet; thence North 32 degrees 24 minutes 43 seconds East 32.75 feet; thence North 25 degrees 21 minutes 23 seconds East 32.85 feet to the point of beginning, containing 122,197 square feet (2.81 acres) more or less.

Which real estate is now zoned and classified as part of the C-4 and PUD w/C-4 District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall and the same is hereby rezoned and reclassified from said C-4 and PUD w/C-4 District to said PUD w/C-4 District.

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

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

ATTEST:

County Auditor

*[Signature]*

Date Approved

*[Signature]*

President

Member

Member  
BOARD OF COMMISSIONERS OF  
WARRICK COUNTY, INDIANA

Signature

*[Signature]*

Printed Name

*Bret A. Sermersheim*

Printed Name

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.

This document prepared by Bret A. Sermersheim of Morley and Associates, Inc.

FILED  
NOV 04 2021  
WARRICK COUNTY  
CLERK OF COURTS

J:\50005\5000-5089\5063\Civil\3D\Documents\HPC\NS\5083-5 Rezome Ordinance-to PUD.doc

WARRICK COUNTY COMMISSIONERS ORDINANCE # 22-03  
PLAN COMMISSIONER DOCKET # PC-22-01  
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 "M-2" District as shown on said Warrick County Zoning District Maps, be amended as to the described real estate:

Lot 5 in Peachwood of Warrick Place VII, as per plat thereof, recorded in Document Number 2019R-004482 and being part of the West Half of the Northeast Quarter of Section 26, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Half Quarter Section; thence along the North line of said Half Quarter Section, North 89 degrees 10 minutes 56 seconds West 40.00 feet to the point of beginning and also being the northeast corner of said Lot 5; thence along the east line of said Lot 5, South 00 degrees 59 minutes 54 seconds West 213.33 feet to the point of beginning; thence along the north line of said dimension of South 45 Degrees 59 Minutes 44 Seconds, a radius of 25.00 feet, and a chord continue along the boundary of said Lot 5 and along the arc of said curve 39.27 feet; thence along the boundary of said Lot 5, North 89 Degrees 00 Minutes 22 Seconds West 133.33 feet to the point of beginning; thence along the north line of said dimension of North 72 Degrees 47 Minutes 03 Seconds of 140.00 feet and a chord continue along the boundary of said Lot 5 and along the arc of said curve 79.28 feet; thence along the west line of said Lot 5, North 11 degrees 30 Minutes 30 seconds West 639.96 feet to the northeast corner of said Lot 5; thence North 11 degrees 30 Minutes 30 seconds East 336.46 feet to the point of beginning and containing a gross area of 4,916 acres, more or less.

Which real estate is zoned and classified as part of the "M-2" (General Industrial) District as shown on said Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said "M-2" District to said "PUD/C-4" District.

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

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

*[Signature]*  
Member  
BOARD OF COMMISSIONERS  
WARRICK COUNTY INDIANA

County Auditor:

*[Signature]*

Date Approved: 2/15/22

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

*[Signature]*  
Printed Name

This document prepared by: *[Signature]* Clerk, Warrick and Associates, PC  
414 Citadel Circle, Suite 51, Evansville, IN 47715.



December 30, 2021

Warrick County Area Plan Commission  
107 W. Locust Street  
Boonville, IN 47601

Re: Warrick County Area Plan Commission  
Engineer's Cost Estimate  
Our Project No.: 21-4947

Storm Sewer & Detention Basin

12" Pipe  
12" Pipe End Section  
Main Trash Guard  
Detention Basin Excavation

QUANTITY	UNIT	PRICE	AMOUNT TO CONTRACTOR
1	EA	\$750.00	\$750.00
1	EA	\$250.00	\$250.00
1	EA	\$500.00	\$500.00
1	EA	\$10,000.00	\$10,000.00
1	EA	\$10,000.00	\$10,000.00
			\$12,400.00
			\$12,400.00
			\$13,040.00

Sub-Total: Storm Sewer & Detention Basin  
10% Contingency  
Total: Storm Sewer & Detention Basin

Prepared by:

*[Signature]*  
GLEN MAUCK, P.E.  
Indiana Professional Engineer  
No. 10400370

*[Handwritten signature]*

FILED  
JAN 19 2022  
ALABAMA PUBLIC SERVICE

cc: Philip Horze  
File

C.S. DYKES, OWNER, SUITE B  
EVANSVILLE, IN 47715

PH. 812.401.1888  
FAX 812.401.1888

(2%)

RECEIVED  
JAN 20 2022  
CET-13

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

CERTIFICATE OF COMPLIANCE  
Plan and Specifications - Street Construction

Submission Date: January 4, 2022

Probable Start Construction: February 14, 2022

Probable Finish Construction: December 31, 2022

Project Location: Located at the southeast quadrant of the SR 662 and Dobbins Avenue Intersection.

Describes in detail type of street construction:

No street construction required

Name of Street: \_\_\_\_\_ No. of Linear Ft.: \_\_\_\_\_ Est. Cost of Construction: \_\_\_\_\_

100% Contingency: \_\_\_\_\_ \$  
TOTAL: \_\_\_\_\_ \$

Name the Streets the Area Plan Commission has required sidewalks and what is the estimated cost of their construction:  
No sidewalks required

Total Estimated Cost of Street Construction is \$0.00

Total Estimated Cost of Storm Sewer and Detention Basin Construction is \$13,040.00

FILED  
JAN 20 2022  
ALABAMA PUBLIC SERVICE

I, the undersigned, hereby certify that the above described work, when completed, will conform to the specifications and standards of the Indiana Department of Transportation and the Indiana Department of Public Safety, and that the same are in compliance with the provisions of the Indiana Code, Title 15, Article 1, Section 1-1-1.

Signature: *[Signature]*  
Address: 4175 W. Ruby Ct. Jasper, IN 47546

Typed Name: Glen Mauck Sr.  
Engineer: X  
Address: 4175 W. Ruby Ct. Jasper, IN 47546

Signature: *[Signature]*  
Engineer: X  
Address: 4175 W. Ruby Ct. Jasper, IN 47546

Signature: *[Signature]*  
Engineer: X  
Address: 4175 W. Ruby Ct. Jasper, IN 47546

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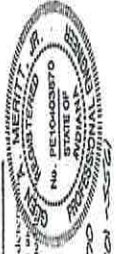
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Signature: *[Signature]*  
Engineer: X  
Address: 4175 W. Ruby Ct. Jasper, IN 47546



Received By: Area Plan Commission

Received By: County Engineer

Received By: \_\_\_\_\_

Received By: \_\_\_\_\_

Received By: \_\_\_\_\_

Received By: \_\_\_\_\_

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Received By: \_\_\_\_\_

If needed additional space provided on back paper.

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS

14<sup>th</sup> DAY OF

FEBRUARY, 2022.

  
TERRY PHILLIPS  
PRESIDENT

ATTEST:

  
DELBRA STEVENS  
CLERK

Additional Space for Comments

WARRICK COUNTY COMMISSIONERS ORDINANCE NO. 2022- 011  
AN ORDINANCE TO AMEND ARTICLE II SECTION 2: TERMS DEFINED SUBSECTION 45 (b)  
SUBDIVISION OF LAND AND SUBDIVIDE OF THE SUBDIVISION CONTROL ORDINANCE FOR  
WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA,  
as follows to wit:

Section 1. That Article II Section 2: Terms Defined Subsection 45 (b) Subdivision of Land and  
Subdivide be amended as follows:

(b) **THE FOLLOWING DIVISIONS OF LAND SHALL BE CONSIDERED  
PARCELIZATION, Amended 1/20/2010, Amended 05/09/2011**

As set forth:

The following divisions of land shall not be considered a subdivision. All other  
subdivisions of land shall be subdivided in accordance with the Subdivision Control  
Ordinance as a Minor or Major Subdivision.

**PARCELIZATION**

The following subdivisions are excluded from the necessity of conforming to the  
plating provisions of this ordinance only after review and approval by the plat  
commissioner of the county. Parcelization may only be done in "CON",  
Recreation and Conservancy, "A", Agricultural and "R-1", "R-1A", "R-1B", "R-  
IC", "R-ID" One Family Dwelling Districts. Parcelizations may not be done on  
any property located within a recorded major or minor subdivision.

(a) The conveyance of not more than two (2) new lots or parcels, with  
a minimum of 2 1/2 acres, located within a metes and bounds described  
legal description deed with no further parcelization within a twelve (12)  
month period from the date of the building site, the applicant shall  
submit to the Plat Review Committee a plat of septic sites/sewer connection  
and water line or potable water approval.

(b) The conveyance of parcels, 25 acres or greater, conveyed from a  
parcel of land, provided the new parcels so conveyed do not require any  
new street improvements, meets all Comprehensive Zoning Ordinance  
provisions, however, there shall be no further re-parcelization of, or  
conveyances from, the lots or parcels so created. All newly created  
parcels shall state- not yet approved as a building site and shall be for  
recreational and or agricultural purposes.

(c) The conveyance of land not within a recorded subdivision,  
between the owners of contiguous parcels of land provided that no  
additional building sites are created by the parcelization.

(d) For the purposes of parcelization, the term "parcel" shall be  
defined as a separately identified parcel for property tax purposes.


Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of  
County Commissioners for Warrick County, State of Indiana.

Approved this 14<sup>th</sup> day of February, 2022.

Terry Phillips



Robert Johnson



Dan Saylor

ATTEST:



Delbra Stevens, Auditor

Public Hearing held by Plan Commission January 10, 2022



WARRICK COUNTY COMMISSIONERS ORDINANCE NO. 2022-05  
 AN ORDINANCE TO REPEAL ARTICLE II, SECTION 2; TERMS DEFINED SUBSECTION 4.5  
 SUBDIVISION OF LAND AND SUBDIVIDE SUBSECTION (b) PARCELIZATION-PROCEDURE  
 AND APPROVAL AND ADD ARTICLE III B: PROCEDURES FOR PARCELIZATIONS OF THE  
 SUBDIVISION CONTROL ORDINANCE FOR WARRICK COUNTY, INDIANA  
 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY,  
 INDIANA, as follows to wit:

Section 1. be and the same hereby amended by the repealing of section Parcelization- PARCELIZATION  
 PROCEDURE AND APPROVAL which reads as follows:

PARCELIZATION PROCEDURE AND APPROVAL:

1. Meet with the Plat Review Committee with a conceptual plan to determine whether the conceptual plan would meet the parcelization requirements.
2. If the requirements have been met, a plat of survey would be required to create a metes and bounds description of the parcel(s) which would be recorded in the Office of the Warrick County Recorder.
3. File a copy of a completed APC Parcelization Checklist and the proposed plat of survey. Staff will assign addresses for the parcel(s).
4. If the parcelization is approved, the applicant must record the deeds when property is transferred in the Office of the County Recorder. A copy must be submitted to the APC office.
5. Any final decision by the Plat Review Committee is appealable to the full Area Plan Commission Board.

Section 2: That Article III: Procedures for Submission of Plats be amended by adding Article III E: Procedures for Submission of Parcelizations as follows:

SECTION 1: PARCELIZATION PROCEDURE AND APPROVAL:

1. Meet with the Plat Review Committee with a conceptual plan to determine whether the conceptual plan would meet the parcelization requirements.
2. If the requirements have been met, a licensed land surveyor must create metes and bounds description(s) of the parcel(s) along with a proposed survey drawing of the parcelization plat.
3. File a copy of a completed APC Parcelization Checklist and the proposed plat of survey along with any required fees. Staff will assign addresses for the parcel(s).
4. Three different circumstances exist for public notice and opportunity to comment on the "parcelization" application:

(a) If the subdivider has obtained the signatures of all abutting property owners stating their approval (or no objection to Area Plan Commission approval) and such accompanies the "parcelization" plat at the time of application for approval by the Area Plan Commission, public notice nor public hearing are necessary, and the Executive Director of the Warrick County Area Plan Commission may certify (approve) the "parcelization" plat for recording.

(b) If the subdivider has not obtained the signatures of all abutting property owners stating their approval (or no objection to Area Plan Commission approval) and such accompanies the "parcelization" plat at the time of application for approval by the Area Plan Commission, the Executive Director of the Warrick County Area Plan Commission shall give notice of the right to voice objections to the Subdivision Review Committee and then the right to appeal to the full Area Plan Commission to all abutting property owners of record. Within seven (7) days of filing of the application, the notice shall be sent by the applicant to abutting property owners of record with a return receipt. The notice of the right to voice objections to the Area Planning Commission. The notice of the right to appeal to the full Area Plan Subdivision Review Committee and then the right to appeal to the full Area Plan Commission shall inform the abutting property owner that he or she has ten (10) days from the post marked date of the mailing of the notice to submit a written objection. The objection shall be filed with the Subdivision Review Committee. Only abutting property owners of record shall make such an objection, and the objection shall be heard before the Subdivision Review Committee before the objector may appeal to the full Area Plan Commission. An affidavit which lists the abutting property owners and addresses shall be filed with the application. Two possible actions may occur:

(i) If the affidavit is in order and no oral nor written objection has been received by the County Recorder within ten (10) days of notification of the abutting property owners, the Executive Director of the Warrick County Area Plan Commission may certify (approve) the "parcelization" plat for recording.

(ii) If on the other hand, an oral or written objection is received by the Area Plan Commission on or before the close of the tenth (10) day subsequent to the notification of the abutting property owners, the Executive Director of the Warrick County Area Plan Commission shall announce, within fourteen (14) days of receipt of the application, the date that the objection will be heard by the Subdivision Review Committee by giving written notification to the applicant and the objector.

Following the review before the Subdivision Review Committee, the Executive Director of the Area Plan Commission may approve, disapprove, or refer the application to the Subdivision Review Committee for approval and provide the applicant a copy of the "parcelization" application, or request the full Area Plan Commission to review the matter. If the application is to be approved, the Executive Director shall inform all objectors by certified mail of their right to appeal to the full Area Plan Commission by filing an original objection with the County Recorder. Only abutting property owners who have raised an original objection and requesting a review by Subdivision Review Committee can appeal to the

full Area Plan Commission. If no oral or written appeal is received within ten (10) days of the date the "parcelization" plat for recording, the Executive Director may certify (approve) the "parcelization" plat for recording.

(c) After the Subdivision Review Committee has met and the Executive Director has made a decision, the applicant may appeal the decision to the full Area Plan Commission. After the Subdivision Review Committee has met and the Executive Director has informed all objectors of the intent to approve the parcelization an original objector who is also an abutting property owner may appeal orally or in writing to the Subdivision Review Committee. The appeal must be filed with the County Recorder before the full Area Planning Commission. Finally, the Executive Director may request an appeal before the full Area Planning Commission. Under any of these three circumstances, the Area Planning Commission will hold a Public Hearing at the next scheduled Area Planning Commission meeting. The applicant must give written notice to the applicant and any objectors of the date of the Public Hearing.

5. If the parcelization is approved, the applicant must record the deeds when the property is transferred in the Office of the County Recorder and a copy is to be submitted to the APC office.

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

Approved this 14th day of February, 2022.

Dan Sayler, Mayor  
 Robert Johnson, County Recorder  
 Tony Phillips, County Auditor

ATTEST:  
 Deborah Stevens, Auditor

WARRICK COUNTY COMMISSIONERS ORDINANCE NO. 2022 - 006  
AN ORDINANCE TO AMEND ARTICLE II DEFINITIONS SECTION 2 TERMS DEFINED SUBSECTION 45  
SUBDIVISION OF LAND AND SUBDIVIDE (a) AND (b) SUBDIVISION CONTROL ORDINANCE IN EFFECT FOR  
WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA, as follows

Section 1. An Ordinance to amend ARTICLE II DEFINITIONS SECTION 2 TERMS DEFINED SUBSECTION 45  
SUBDIVISION OF LAND AND SUBDIVIDE (a) II as follows:

(U) A "minor" subdivision means a division of land containing not more than three (3) new parcels (that is  
three new parcels excluding the residual of the original parcel), in One Family Dwelling "R-1", "R-1A", "R-  
1B", "R-1C", "R-1D" districts, "A", Agriculture and "CON" Recreational and Conservancy zoning districts.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of  
County Commissioners for Warrick County, State of Indiana.

Approved this 14<sup>th</sup> day of January 2022.

Terry Phillips  
  
Robert Johnson  
  
Dan Saylor

ATTEST:  
  
Debra Stevens, Auditor

Public Hearing held by Plan Commission January 10, 2022

WARRICK COUNTY COMMISSIONERS ORDINANCE NO. 2022 - 01  
AN ORDINANCE TO AMEND ARTICLE II DEFINITIONS SECTION 2 TERMS DEFINED SUBSECTION 45  
SUBDIVISION OF LAND AND SUBDIVIDE (a) AND (b) SUBDIVISION CONTROL ORDINANCE IN EFFECT FOR  
WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA, as follows

Section 1. An Ordinance to amend ARTICLE II DEFINITIONS SECTION 2 TERMS DEFINED SUBSECTION 45  
SUBDIVISION OF LAND AND SUBDIVIDE (c) as follows:

(c) A lot line adjustment may be done for changes to a lot line where the adjoining lots/parcels are platted  
having a common lot line and common zoning ("R-1", "R-1A", "R-1B", "R-1C", "R-1D" One Family Dwelling  
Districts, Agriculture and Conservancy zonings are done by parcelization).

1. No additional lots or building sites may be created.
2. The newly created sites must meet all requirements of the Comprehensive Zoning Ordinance.
3. The lot line adjustment cannot exceed thirty (30) feet. Anything larger than said thirty (30) feet  
shall require a major subdivision or replat.
4. The actual property line is not officially moved until a deed to transfer the title is recorded.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of  
County Commissioners for Warrick County, State of Indiana.

Approved this 14<sup>th</sup> day of January, 2022.

Terry Phillips  
  
Robert Johnson  
  
Dan Saylor

ATTEST:  
  
Debra Stevens, Auditor

Public Hearing held by Plan Commission January 10, 2022

**BADGPASS, INC.**  
280 Trace Colony Park Dr. Ridgeland, MS 39157  
P: 601-499-2131 F: 601-856-2023

**HARDWARE SERVICE AGREEMENT**  
Invoice No: INV78139  
Date: 12/10/2021

Bill To: Warrick County EMA  
107 W. Locust St.  
Boonville, IN 47601

Customer: Warrick County EMA  
107 W. Locust St.  
Boonville, IN 47601

Account No	Payment Terms	Due Date	P.O. Number	Status
DIG78R	net 15	12/25/2021	renewal	awaiting payment
Contract Number	Contract	Phone	Start Date	Exp. Date
C15739-02	Daveil Wooten	813-807-6178	1/14/2022	1/14/2023
				Total
				\$1,175.00

Onsite service and support for hardware devices listed in this agreement. Includes coverage for parts, labor and travel associated with the hardware listed on this agreement.

Qty: 1  
Model #: CNI w/terminator  
Rate: \$1,175.00

Location: Warrick County EMA  
107 W. Locust St.  
Boonville, IN 47601

\*\*\* Exclusions: 1) Peripherals and consumables such as cleaning rollers, ribbons and cards are not covered under this agreement.  
2) Support and Services for ED Software is not included on this agreement, and requires a separate software contract.

**INCLUDED SERVICES:**  
This agreement provides one year onsite service for all hardware components listed. This agreement will include all additional service calls, parts, labor and travel associated with the hardware listed in this agreement. BadgPass, Inc. reserves the right to inspect and repair or replace any component which falls within the covered system. This agreement includes telephone and remote access support. BadgPass, Inc. will repair or replace any component which falls within the covered system. This agreement includes telephone and remote access support.

AUTHORIZED SIGNATURE:   
NAME: (PRINTED) TERRY PHILLIPS  
PO NUMBER (IF APPLICABLE):

DATE: 02/14/2022  
Subtotal: \$1,175.00  
Tax: \$0.00  
Due: \$1,175.00

Date: 12/10/2021

CUSTOMER AND BADGPASS, INC. UNDERSTAND AND AGREE THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT. **BOTH PARTIES UNDERSTAND THIS CONTRACT IS NOT VALID UNTIL PAYMENT IS RECEIVED.**

USA Terms and Conditions:

The equipment to be covered is subject to inspection by qualified BadgePass, Inc. Service Personnel prior to acceptance of this agreement. BadgePass, Inc. agrees to render additional operator training and instruction. However, training and instructions shall be performed during scheduled service inspection calls or during special calls specifically placed for mechanical repairs or adjustments.

BadgePass, Inc.'s obligations hereunder extend to the following: (1) periodic inspections and preventive check of the involving and (2) repair or replacement of defective or worn out parts of the machine, but not including replacement and maintenance of complete assemblies resulting from the wearing out of numerous parts. All such services must be performed at the address listed on the Service Agreement. In the event the equipment is moved to a location other than what is listed, the customer must contact BadgePass, Inc. immediately. Future calls for service may result in an additional fee, not covered by the Service Agreement.

This agreement does not cover service and parts required as a result of fire, water, storm, negligence, misuse, power failures, vandalism, malicious mischief, current fluctuations, lightning surges, changes made in system configurations, use of unapproved supplies, or other causes beyond official notification to BadgePass, Inc., computer viruses, destructive malware, or for any maintenance charges. External devices not provided by BadgePass, Inc. are not covered under this agreement.

Service authorized and rendered on additional equipment not covered by this agreement will be charged for at the then current rates. Service covered by this agreement will be considered during BadgePass, Inc.'s regular business hours (Monday-Friday, 8 a.m. - 5 p.m.) and shall be charged at one and one-half times the then current hourly rates for labor and travel time, plus expenses, and in addition to any charges paid by Customer hereunder.

This agreement will not automatically renew but for convenience an invoice for renewal will be automatically generated each year. The rates shall be adjusted for any renewal terms in BadgePass, Inc.'s then current rates. Each party shall have the right to terminate the contract in any time upon 30-days written notice to the other party.

Customer assumes all responsibility for maintaining a backup of data on computer-based systems. In no event will BadgePass, Inc. be responsible for lost data or expenses incurred for lost data. Any time spent helping customer restore data will be charged at our normal hourly rates for labor and travel.

THIS FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. BADGEPASS, INC. SHALL NOT BE LIABLE IN ANY EVENT FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING, AND WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSES, LOSS OF INCOME WHILE MACHINES ARE OUT OF ORDER.

IN CASE OF ANY BREACH OF THIS WARRANTY, BADGEPASS, INC.'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART WITHOUT CHARGE.

Agreement is not valid until paid in full. INV 7-09-07

BADGEPASS, INC. 280 Trace Colony Park Dr. Ridgeland, MS 39157 P: 601-499-2131 F: 601-856-2823

SOFTWARE SERVICE AGREEMENT Invoice No: INV78138 Date: 12/10/2021

Bill To: Warrick County EMA 107 W. Locust St. Suite 307 Boonville, IN 47601

Customer: Warrick County EMA 107 W. Locust St. Suite 307 Boonville, IN 47601

Table with columns: Account No, Contract Number, Payment Terms, Due Date, Renewal Total, Start Date, Exp. Date, Pending Payment, Status. Includes details for contract C12561-09 and renewal date 1/14/2023.

Detail: Software Service Agreement Bill To: Warrick County EMA 107 W. Locust St. Suite 307 Boonville, IN 47601

Location: Warrick County EMA 107 W. Locust St. Suite 307 Boonville, IN 47601

- \*\*\* Exclusions: 1) Onsite support not included in this contract 2) This contract agreement does not cover reinstallation on new PC's or Servers 3) This contract agreement is for Software listed only and does not include any Hardware coverage

INCLUDED SERVICES:

This agreement provides one year of phone and remote support for all software components listed as well as access to the latest versions of the software. This agreement includes all calls for software support, remote support if applicable, and utility and maintenance software upgrades. In addition, this agreement includes all calls for software support, remote support if applicable, and utility and maintenance software upgrades. In addition, this agreement includes all calls for software support, remote support if applicable, and utility and maintenance software upgrades.

AUTHORIZED SIGNATURE: [Signature] NAME: (PRINTED) TERRY J PHILLIPS

DATE: 02/14/2022

Summary table with columns: Renewal Subtotal, Tax, Credit, Balance Due. Values: \$690.00, \$0.00, \$0.00, \$690.00

Donna Phillips

Date: 12/10/2021

CUSTOMER AND BADGEPASS, INC. UNDERSTAND AND AGREE THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT. BOTH PARTIES UNDERSTAND THIS CONTRACT IS NOT VALID UNTIL PAYMENT IS RECEIVED.

BP SSA Terms and Conditions:

- 1) This contract includes all calls for software support, remote support if applicable, and utility and maintenance software upgrades. In addition, this agreement includes all calls for software support, remote support if applicable, and utility and maintenance software upgrades. In addition, this agreement includes all calls for software support, remote support if applicable, and utility and maintenance software upgrades. In addition, this agreement includes all calls for software support, remote support if applicable, and utility and maintenance software upgrades.

THIS FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

BADGEPASS, INC. SHALL NOT BE LIABLE IN ANY EVENT FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING, AND WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSES, LOSS OF INCOME WHILE MACHINES ARE OUT OF ORDER.

IN CASE OF ANY BREACH OF THIS WARRANTY, BADGEPASS, INC.'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART WITHOUT CHARGE.









**INTERLOCAL AGREEMENT  
BY AND BETWEEN**

**THE OHIO TOWNSHIP TRUSTEE  
OHIO TOWNSHIP, WARRICK COUNTY, INDIANA**

**AND**

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

THIS AGREEMENT (this "Agreement"), is effective as of the 1<sup>st</sup> day of December, 2021, by and between OHIO TOWNSHIP, WARRICK COUNTY, INDIANA, by and through the OHIO TOWNSHIP TRUSTEE ("Ohio Township"), and WARRICK COUNTY, INDIANA by and through the BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA (the "County").

**WITNESSETH:**

**WHEREAS**, Ohio Township is a "Township" as defined by Indiana Code 36-1-2-22; **WHEREAS**, Warrick County is a "County" as defined in Indiana Code 36-2-1-1, and is governed by its Board of Commissioners as its "County Executive" as provided in Indiana Code, 36-2-2, *et seq.*;

**WHEREAS**, the County has allocated a certain portion of funds distributed by the Governor of the State of Indiana to reimburse certain expenses incurred by the County in response to COVID-19 ("Pandemic Relief Fund Program");

**WHEREAS**, the County has agreed to receive and review requests from local government units with the County seeking reimbursement of expenses incurred by such units in response to COVID-19, the said reimbursement to be administered in accordance with the Pandemic Relief Fund Program;

**WHEREAS**, Ohio Township has submitted a request to the County seeking reimbursement of expenses incurred by Ohio Township in response to COVID-19, and the County has approved the distribution of the Funds to Ohio Township subject to the terms of this Agreement;

**WHEREAS**, the County and Ohio Township desire to be bound by the terms of this Interlocal Agreement and to comply with all applicable Federal, State, and County requirements relating to such funds; and

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**WHEREAS**, pursuant to Ind. Code 36-1-7, *et seq.*, Warrick County and Ohio Township desire to enter into an Interlocal Agreement for those purposes as more fully described herein. **NOW, THEREFORE**, for and in consideration of the mutual agreements of the Parties hereto, **THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **Incorporation of Recitals.** The Recitals above are incorporated as if the same were fully set forth herein.
2. **Purpose.** This Agreement is entered into for the purpose of establishing the terms and conditions of the transfer of the Funds by the County to Ohio Township as reimbursement of the costs incurred by Ohio Township to construct a building for the purpose of storing equipment and supplies for the County, the building to be constructed and as a result of COVID-19 (the "Storage Facility").
3. **Term of Agreement.** The term of this Agreement shall commence on December 1, 2021, and shall terminate on December 31, 2024 (the "Term"). Notwithstanding the foregoing, the Parties acknowledge and agree that Section 6 shall survive the termination of this Agreement so as to comply with any Federal, State, or local reporting and auditing requirements and regulations.
4. **Funds.** In exchange for the fulfillment of the responsibilities and obligations as set forth herein, the County shall transfer the amount of Two Hundred Eighteen Thousand and three hundred twenty five and 85/100 Dollars (\$218,321.85) (the "Funds") out of the County's Pandemic Relief Fund Program. The amount of the Funds represents the expenses associated with the construction of the Storage Facility. Nothing in this Agreement shall be construed to suggest that the County constitute reimbursement for expenses incurred by Ohio Township to supply the Storage Facility, for any contents or equipment stored within the Storage Facility, or any other expenditures relating to the Storage Facility except for those associated with the costs to construct the Storage Facility.
5. **Receipt and Application of Funds.**
  - a. **Receipt of Funds Transferred to Ohio Township.** Ohio Township shall deposit the Funds into a monetary fund specifically and solely dedicated for the Storage Facility. The Funds shall be deposited into the account of Ohio Township that are related to COVID-19. Ohio Township shall ensure that all or any portion of the Funds transferred to Ohio Township by the County under this Agreement with any other monies, and shall ensure that any amounts contained within the same monetary fund as the Funds contemplated by this Agreement includes only those amounts which have been allocated, transferred, or disbursed to Ohio Township in relation to COVID-19.

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- b. **Application of the Funds.** Ohio Township shall apply the Funds only for the purpose of reimbursing Ohio Township for such expenses representing the costs incurred with the construction of the Storage Facility. By way of clarification, Ohio Township shall not apply any portion of the Funds towards reimbursement of expenses incurred by Ohio Township for any other costs unrelated to the construction of the Storage Facility, including, without limitation, costs to supply the Storage Facility, costs associated with any contents or equipment stored within the Storage Facility, or maintenance, alterations, repairs, or insurance costs associated with the Facility.
  - c. **Liability of Ohio Township for Misapplication of Funds.** In the event it is determined by the County, the Indiana State Board of Accounts, or any other State or local authority that Ohio Township has failed to apply the Funds in accordance with all or any portion of the Funds distributed to Ohio Township pursuant to Subsection 5(a), above, Ohio Township shall reimburse the County in full for any and all amounts which have been so misapplied.
6. **Reporting and Auditing Requirements.**
  - a. **Maintenance of Records.** Ohio Township shall maintain records and accounts consistent with generally accepted accounting principles and to provide for such records to be audited by the County to ensure proper disbursing of, and accounting for the Funds. Ohio Township shall maintain such records for a period of three (3) years following the transfer of the Funds to Ohio Township under this Agreement.
  - b. **Access to Records.** Ohio Township shall permit the County, the State Board of Accounts, and any Auditors – as that term is defined under 2 CFR 200.7 – to have reasonable access to those portions of Ohio Township's records, books, documents, papers, correspondence, financial statements, and other information necessary for the County to audit the Funds. The County shall have access to the Funds as necessary for the County to audit Ohio Township under this Agreement and 2 CFR, Subtitle A, Ch. 11, Part 200, as applicable. Ohio Township shall permit such access to records as described under this Section 6 for a period of three (3) years following the transfer of the Funds to Ohio Township under this Agreement.
7. **Internal Controls.** With respect to this Agreement and the Pandemic Relief Fund Program, the County and Ohio Township shall comply with, and adhere to, the Internal Control Requirements set forth in 2 CFR 200.303, as implemented and adopted by each Party in the course of its ordinary course of business.
8. **Notice to Parties.** Both Parties acknowledge and agree that whenever any notice, statement, or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

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For the County:  
 Warrick County Board of Commissioners  
 Ardy Debbie Bennett-Stearnsman, Grants Development Director  
 107 N. State Street, Suite 102  
 Boonville, Indiana 47601  
 Phone: (812) 897-8436

For Ohio Township  
 Ohio Township Trustee  
 Attn: Chad E. Carter, Trustee  
 4333 Epworth Road  
 Newburgh, Indiana 47630  
 Phone: (812) 858-8835




9. **Held Harmless and Indemnification.** Except as otherwise specifically provided in this Agreement, the County and Ohio Township shall indemnify, defend and hold each other harmless from any and all liability, claims, damages, penalties, suits, costs, forfeitures, and expenses of every character whatsoever related thereto (including court costs, costs and expenses of defense, settlement, and reasonable attorneys' fees) which either of them may hereafter incur, become liable for, or pay, arising from any distribution or receipt of the funds as part of the pandemic relief fund, or from any violation of the indemnifying party or any violation of government laws, regulations, or orders by the indemnifying party, caused, in whole or in part, by, resulting from, arising out of, related to, or in any manner whatsoever connected with this Agreement and, furthermore, the County shall indemnify Ohio Township, its officers, agents and employees, from and against any and all claims, damages, and injuries of whatever kind or nature caused in whole or in part by the negligence or omissions of the County arising out of or in any way connected to this Agreement. Likewise, Ohio Township shall indemnify the County, its officers, agents, and employees from and against any and all claims, losses, damages, and injuries of whatever kind or nature caused in whole or in part by the negligent acts or omissions of Ohio Township arising out of or in any way connected to this Agreement.
10. **Entire Agreement.** Both Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the parties as to the matters contained herein and that the parties intend this Agreement to be the entire understanding, and undertakings of every kind and nature between the Parties, including, without limitation, a certain Memorandum of Understanding executed by the Parties on or about December 30, 2021. This Agreement shall not be changed, modified, or amended except by written agreement executed by the Parties hereto.
11. **Waiver of Rights.** Both Parties acknowledge that the failure to enforce one or more of the provisions of this Agreement by either Party shall not be construed as

- a waiver of any subsequent breach of this Agreement, nor as a waiver of the right at any time thereafter to require strict compliance of its terms.
12. **Assignment; Binding Effect.** Both Parties acknowledge that this Agreement shall be binding upon their assignees and/or successors, and that neither Party shall assign its rights and responsibilities under this Agreement without the prior, written consent of the other Party.
13. **Governing Law.** This Agreement is governed by the requirements of Ind. Code 36-1-7-3(a) and Ind. Code 36-1-7, et seq., that pertain to interlocal cooperation.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement this 14 day of February, 2022.

"COUNTY"  
 BOARD OF COMMISSIONERS OF  
 WARRICK COUNTY, INDIANA

 Terry J. Phillips, President  
 Robert F. Johnson Jr., Vice President  
 Dan Styler, Member

Attest:  
  
 Deborah K. Stevens, Auditor  
 Warrick County

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement this 22 day of February, 2022.

Attest:  
*Charney Bennett*  
Secretary

"Ohio Township"  
OHIO TOWNSHIP TRUSTEE  
*Chad Bennett*  
Chad Bennett, Trustee

ORDINANCE 2022-08

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING CHAPTER 40 OF THE CODE OF ORDINANCES OF WARRICK COUNTY, INDIANA**

WHEREAS, Chapter 40 of the Code of Ordinances of Warrick County, Indiana, sets forth the fixed asset capitalization policy for Warrick County and its various Departments and Offices; and

WHEREAS, the Board of Commissioners desire to amend Chapter 40 of the Code of Ordinances of Warrick County, Indiana, for the purpose of increasing the threshold value above which certain furniture and fixture assets must be capitalized.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, THAT:

The Code of Ordinances of Warrick County, Indiana, Chapter 40 entitled "Fixed Asset Capitalization Policy" is hereby amended in part to read as follows:

**§ 40.06 FURNITURE AND FIXTURES**

- (A) Warrick County shall capitalize and inventory furniture and fixture assets with an individual value equal to or greater than Five Thousand and 00/100 Dollars (\$5,000.00). Furniture and/or fixtures combined with other furniture and/or fixtures to form one unit with a total value greater than the above-described limit shall be considered to be one unit.
- (B) Any other reasonable and necessary costs associated with the purchase, delivery, and/or set up of the furniture and/or fixtures shall be capitalized.
- (C) Improvements, repairs, or renovations to existing furniture and/or fixtures shall be capitalized only if the result of such improvement(s), repair(s), or renovation(s) meet all of the following conditions:
  - (1) Total cost of such improvement(s), repair(s), or renovation(s) exceed Five Thousand and 00/100 Dollars (\$5,000.00);
  - (2) The useful life of the furniture or fixture is extended two (2) years or more; and
  - (3) The total cost of such improvement(s), repair(s), or renovation(s) will be greater than the current book value and less than the fair market value.
- (D) An office or department shall record donated furniture and/or fixtures at fair market value on the date of transfer, with any associated costs.

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ORDINANCE 2022-02

- (E) Purchases of furniture and/or fixtures using federal or state funding shall follow the source funding policies and above procedures.

These Sections of Chapter 40 of the Warrick County, IN Code of Ordinances not specifically amended or renumbered by this Ordinance shall remain unchanged and unaffected.

This Ordinance shall be deemed effective as of January 1, 2021.

*[Remainder of page intentionally left blank]*

2

ORDINANCE 2022-08

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 14<sup>th</sup> day of February, 2022.

WARRICK COUNTY BOARD OF COMMISSIONERS

Terry Whipple, President  
Robert H. Johnson, Vice President  
Dan Saylor, Member

ATTEST:

Deborah K. Stevens, Auditor  
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

FIRST AMENDMENT TO RURAL BROADBAND ECONOMIC DEVELOPMENT AGREEMENT

This First Amendment to Rural Broadband Economic Development Agreement (the "First Amendment"), dated as of February 14, 2022 (the "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 River City Wireless, Inc. ("RCW").

RECITALS

- A. The County, Economic Development Department and RCW entered into that certain Rural Broadband Economic Development Agreement dated July 27, 2020 (the "Rural Broadband Agreement").
- B. The County, Economic Development Department and RCW desire to amend the Rural Broadband Agreement as specified herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, Economic Development Department and RCW hereby agree to amend the Rural Broadband Agreement as follows:

- 1. Addition of Section 3.1(a) to the Rural Broadband Agreement. Section 3.1(a) is hereby added to the Rural Broadband Agreement and reads as follows:  
"County's Payment Obligation for the Yellow Banks Tower. RCW has discussed with the Economic Development Department its desire for the County to provide financial assistance to RCW for the construction of the Yellow Banks tower that will be able to provide wireless broadband services to areas surrounding such new tower. The County

agrees to provide such financial assistance pursuant to the terms of this Section 3.1(a). The County shall reimburse RCW for 50% of the actual costs incurred by RCW (as demonstrated by invoices and other evidence of such costs incurred) to construct the Yellow Banks tower (which includes only costs incurred for (1) the tower purchase and installation, including foundation, (2) data, (3) power, (4) internet equipment, (5) cabinet, (6) switch, (7) UPS, (8) fencing, (9) generator, and (10) security) in the location shown in Exhibit A and with the coverage shown in Exhibit B (Coverage Map), except that the County reimbursement to RCW for the Yellow Banks tower shall in no event exceed Seventy Thousand Dollars (\$70,000.00). The County's payment obligation for the Yellow Banks tower does not arise until such tower has been fully completed by RCW and accepted by the Economic Development Department, except that the first \$35,000 payment under this First Amendment shall be paid to RCW within forty-five (45) days of the later to occur of (1) the full execution of this First Amendment, and (2) the submission of an invoice from RCW to the Economic Development Department for such \$35,000 payment. Notwithstanding anything to the contrary stated in the Rural Broadband Agreement or in this First Amendment, the County shall have no obligation to pay for any "Qualifying Customer Addresses" (as described in Section 3.1 of the Rural Broadband Agreement) that are either (1) served directly or indirectly from the Yellow Banks tower, or (2) that are located within three (3) miles of the Yellow Banks tower. For the avoidance of doubt, the parties agree that RCW requests to be reimbursed for actual construction costs per this Section 3.1(a) for customers served directly or indirectly from the Yellow Banks tower instead of receiving payment from the County for a "Qualifying Customer Address" served from the Yellow Banks tower.

2. Revisions to the Second Paragraph of Section 3.1 of the Rural Broadband Agreement. Revise the first sentence of the second paragraph of Section 3.1 to read as follows: "The maximum amount that the County will contribute to RCW over the Term of this Agreement for (1) existing customers served by RCW from the Wireless Project, (2) Qualifying Customer Addresses served by RCW from the Wireless Project, plus (3) the payments made by the County under Section 3.1(a) of this First Amendment is Seven Hundred Thousand Dollars (\$700,000.00)."

3. Addition of Section 7.2 to the Rural Broadband Agreement. Section 7.2 is hereby added to the Rural Broadband Agreement and reads as follows: "Claw-Back of County Payments for Tower. The Economic Development Department is entitled to recover (claw-back) the County payment for the Yellow Banks tower if RCW does not retain ownership of the Yellow Banks tower for the remainder of the Term of the Rural Broadband Agreement. The claw-back is one hundred percent (100%) of the County payment for such tower, and such payment shall be made by RCW within sixty (60) days of its transfer of ownership of the Yellow Banks tower.

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

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

IN WITNESS WHEREOF, the County, Economic Development Department and RCW have caused this First Amendment to be executed as of the Amendment Date.

Warrick County, Indiana, by and through its Department of Economic Development

By:   
Steve Roelle

Its: Executive Director

"Economic Development Department"

WARRICK COUNTY BOARD OF COMMISSIONERS

Terry Phillip   
President

Robert H. Johnson Jr.   
Vice President

Dan Saylor   
Member

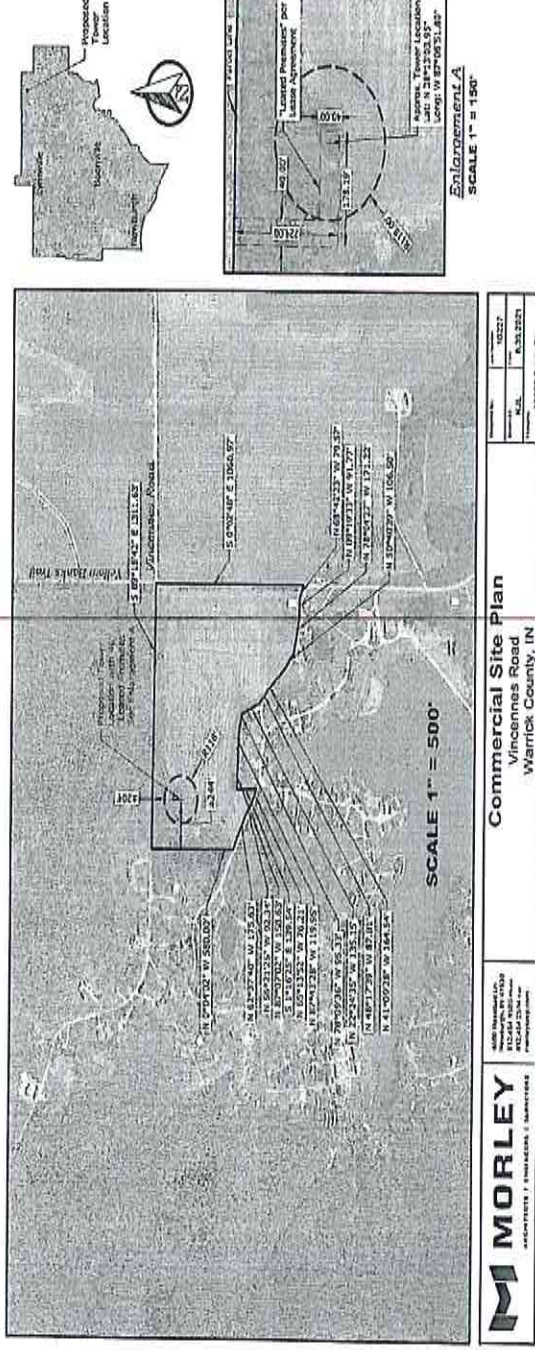
"County"

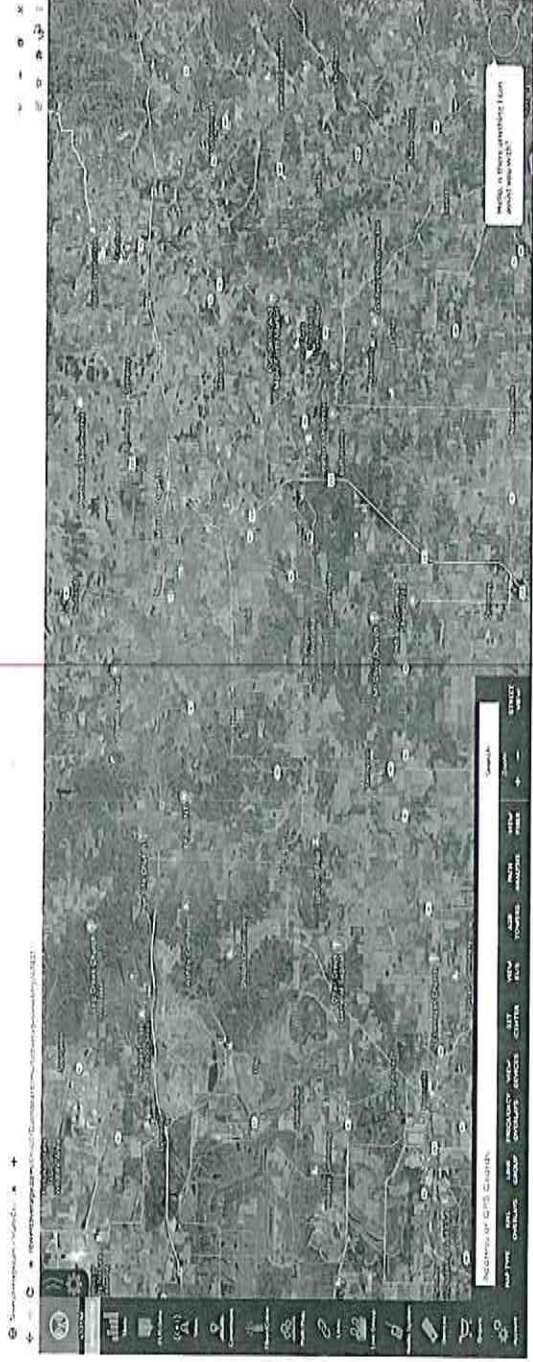
River City Wireless, Inc.

By:   
Printed Name: Jessica G. Robbins

Its:   
"RCW"

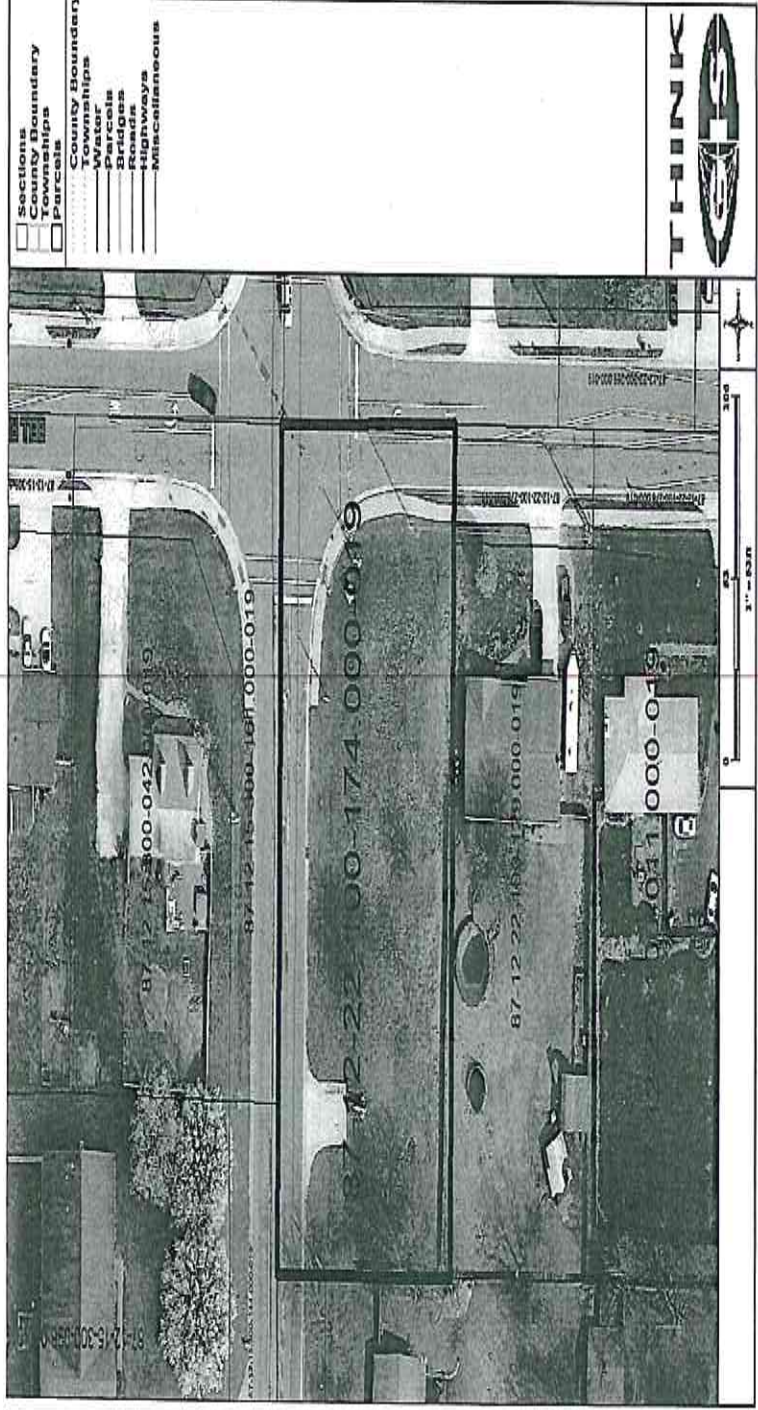
EXHIBIT A: Location of the Tower





- Full Disclaimer. This is a computerized generated map showing our coverage area. We will not know true coverage area until the system is live, and we have been able to physically test. As we have seen in the past, computerized maps do not take into consideration tree lines.

EXHIBIT B: Coverage Map



87-12-22-100-174.000-019

WARRICK COUNTY (BOC)

3033 BELL RD

620

ADMINISTRATIVE INFORMATION  
 OWNERSHIP INFORMATION (BOC)  
 107 N LOCUST ST  
 BOWLING GREEN, IN 47601 USA  
 PT NE 1/4 NW 22 T4N R6 W 123 A

TRANSFER OF OWNERSHIP  
 Date: 06/18/2014 Buyer: Sean H & Janet E  
 06/18/2006 SCHEDULED CHANGE & JERINER BK/PRI 2014S - 007208  
 Doc # 06-11147 0150000 0150000

of 1

Printed 04/22/2020 card No. 1

Map Information  
 WARRICK COUNTY  
 TOWNSHIP DISTRICT BOWLING GREEN  
 CORPORATION 007 0610 TOWNSHIP  
 DISTRICT 019 0610 TOWNSHIP  
 SECTION & PLAT 22

EXEMPT

Assessment Year	03/01/2014	03/01/2015	03/01/2016	01/01/2017	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Reason for Change	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual
VALUATION	125800	124900	149000	149000	149000	149000	149000	149000	149000
Appraised Value	140500	141400	149000	149000	149000	149000	149000	149000	149000
VALUATION	149000	149000	149000	149000	149000	149000	149000	149000	149000
Total Tax Value	140500	141400	149000	149000	149000	149000	149000	149000	149000
Rating	Measured	Table	Front	Front	Front	Front	Front	Front	Front
Soil ID	Accuracy	200	200	200	200	200	200	200	200
Actual Effective	Effective	Effective	Effective	Effective	Effective	Effective	Effective	Effective	Effective
Frontage	Frontage	Frontage	Frontage	Frontage	Frontage	Frontage	Frontage	Frontage	Frontage
AV	0.7230	1.26	1.26	1.26	1.26	1.26	1.26	1.26	1.26
Adjusted Rate	47200.00	61275.00	44300	44300	44300	44300	44300	44300	44300
Extended Value									
Reconciliation Factor									
Value									

LAND DATA AND CALCULATIONS  
 Parcel Number: 01230  
 Filling Date: 01/12/2019  
 Est. Cost Field Visit: 44300  
 Est. Soft: 44300

Notes: PARCELS SHOWN ARE NOT OWNERSHIP  
 NOTES: COMBINED THIS PARCEL WITH 87-12-22-100-173.000-019  
 MAPS FOR 07/01 AND 3/7/07  
 LEGAL ADDRESS ADDRESSING ROAD PROJECT & 443 - LAND USAGE  
 LI/05 1-28-17  
 TRACT: 2007 TRADING CHANGES & 07/12/07 025  
 CHANGED EFFECTIVE YEAR TO 1995.

Supplemental Code  
 SUPPLEMENTAL CODE  
 44300

Supplemental Code  
 SUPPLEMENTAL CODE  
 44300

EXHIBIT "A"

Tax No.: 87-12-22-100-174,000-019

Sheet 1 of 1

Owner: Board of Commissioners of Warrick County, Indiana

A part of the Northeast Quarter of the Northwest Quarter of Section 22, Township 6 South, Range 9 West, of the Second Principle Meridian, in Warrick County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows:

Beginning at the northeast corner of said quarter quarter section, said point also being the northeast corner of that certain parcel of land described in Document No. 2014R-007208 as recorded in the Office of the Recorder of Warrick County; thence along the east line of said parcel and the east line of said quarter quarter section South 00 degrees 16 minutes of West a distance of 126.00 feet to the southeast corner of that said parcel; thence along the north line of said parcel North 89 degrees 01 seconds West a distance of 35.00 feet to the northeast corner of said parcel and the east line of said quarter quarter section North 00 degrees 49 minutes 16 seconds East a distance of 51.00 feet; thence parallel North 50 degrees 49 minutes 16 seconds East a distance of 64.25 feet; thence parallel North 50 degrees 49 minutes 16 seconds East a distance of 64.25 feet to the northeast corner of said parcel; thence along the west line of said parcel North 00 degrees 39 minutes 59 seconds East a distance of 35.00 feet to the northwest corner of said parcel, said corner also being on the north line of said quarter quarter section; thence along the north line of said parcel and the north line of said quarter quarter section South 89 degrees 20 minutes 01 seconds East a distance of 249.80 feet to the true point of beginning, containing 0.2969 acre, more or less.

Subject to all easements and right-of-ways of record.

This description was prepared for the Board of Commissioners of Warrick County, Indiana on the 10<sup>th</sup> day of December, 2021.

By:   
Steven A. Sherwood  
Indiana Registered Land Surveyor  
License No. LS 900007



F:\Steve's Folder\Highway Engineer\Letter\2021 Oak Grove Road ROW 12102021



2014R-007208  
YVONNE HUGHES  
WARRICK COUNTY RECORDER  
RECORDED AND INDEXED ON  
09/18/2014 1:45 PM  
REC FEE: 0.00  
PAGES: 4

WARRANTY DEED

Tax No.: 87-12-22-100-174,000-019

Doc. No.: 0500640  
Parcel: Oak Grove Road, Phase II  
Page: 1 of 2

THIS INSTRUMENT WITNESSETH, That Sean M. Suggs and Janet E. Suggs, husband and wife, the Grantors, of Lee County, State of Mississippi convey and Warrant to the BOARD OF COMMISSIONERS OF WARRICK COUNTY, the Grantee, for and in consideration of the sum of One Hundred Fifty One Thousand Five Hundred and NO/100 Dollars (\$151,500.00) (of which said sum \$151,500.00 represents land and improvements acquired and \$0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Warrick, State of Indiana, and which is more particularly described in the legal description attached hereto as Exhibit "A." of which the exhibit is incorporated herein by reference (the "Real Estate").

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantors hereby specifically acknowledge and agree that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantors, or any successors in title of the Grantors to the Real Estate or to the abutting lands, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgment and agreement is a covenant running with the land and shall be binding upon the Grantors and all successors and assigns of the Grantors.

Duly Entered For Taxation Subject To Final Acceptance For Transfer

SEP 18 2014

WARRICK CO. AUDITOR

YVONNE HUGHES RECORDER DOCUMENT NUMBER 2014R-007208 PAGE: 1 OF 4

Doc. No.: 0500640  
Parcel: Oak Grove Road, Phase II  
Page: 2 of 2

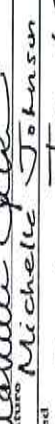
IN WITNESS WHEREOF, the said Grantors have executed this instrument this 8<sup>th</sup> day of Sept 2014.

Signature:  Sean M. Suggs, Husband  
Signature:  Janet E. Suggs, Wife

STATE OF Miss \_\_\_\_\_; SS:  
COUNTY OF Lee \_\_\_\_\_

Before me, a Notary Public in and for said State and County, personally appeared Sean M. Suggs and Janet E. Suggs, husband and wife, the Grantors in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 8<sup>th</sup> day of Sept 2014.

Signature:  Michelle Johnson  
Printed Michelle Johnson  
My Commission expires Jan 4, 2017  
I am a resident of Lee County.  
Grantor's Address: 107 West Locust Street, Booneville, IN 47601



I affirm, under the penalty for perjury, that I have taken reasonable care to read each Social Security number in this document, unless required by law.  
- Todd I. Glass, Esq.

The foregoing instrument was prepared by Todd I. Glass, of the law firm of Figg & Hatfield, A Professional Corporation, 47705-0079. Preparation and attachment of any exhibit hereto was as stated therein.

YVONNE HUGHES RECORDER DOCUMENT NUMBER 2014R-007208 PAGE: 2 OF 4

EXHIBIT "A"

Project 0500640  
Parcel 15 Fee  
Key Number 87-12-22-100-174-000-019

Sheet 1 of 1

Part of the Northeast Quarter of the Northwest Quarter of Section Twenty-two (22),  
Township Six (6) South, Range Nine (9) West in Warrick County, Indiana described as  
follows:

Beginning at an iron pin at the Northeast corner of said Quarter and running thence  
South along the East line thereof a distance of One Hundred Twenty-six (126) feet to the  
Northeast corner of a tract conveyed to Charles Robbins, Jr., et ux by Deed dated February 6,  
1974 and recorded in Deed File 1, Card 10051; thence West a distance of Two Hundred Fifty  
and Fifty-two Hundredths (250.52) feet along the North line of said tract so conveyed to Charles  
Robbins Jr., et ux to the Northwest corner of said Robbins tract; thence North and parallel with  
the East line of said Quarter a distance of One Hundred Twenty-six (126) feet to an iron  
pin on the North line of said Quarter; thence East along the North line of said Quarter  
Quarter a distance of Two Hundred Forty-nine and Eight Tenths (249.8) feet to the point of  
beginning.

YVONNE HUGHES RECORDER DOCUMENT NUMBER 2014R-007208 PAGE: 3 OF 4

RIGHT-OF-WAY PARCEL PLAT

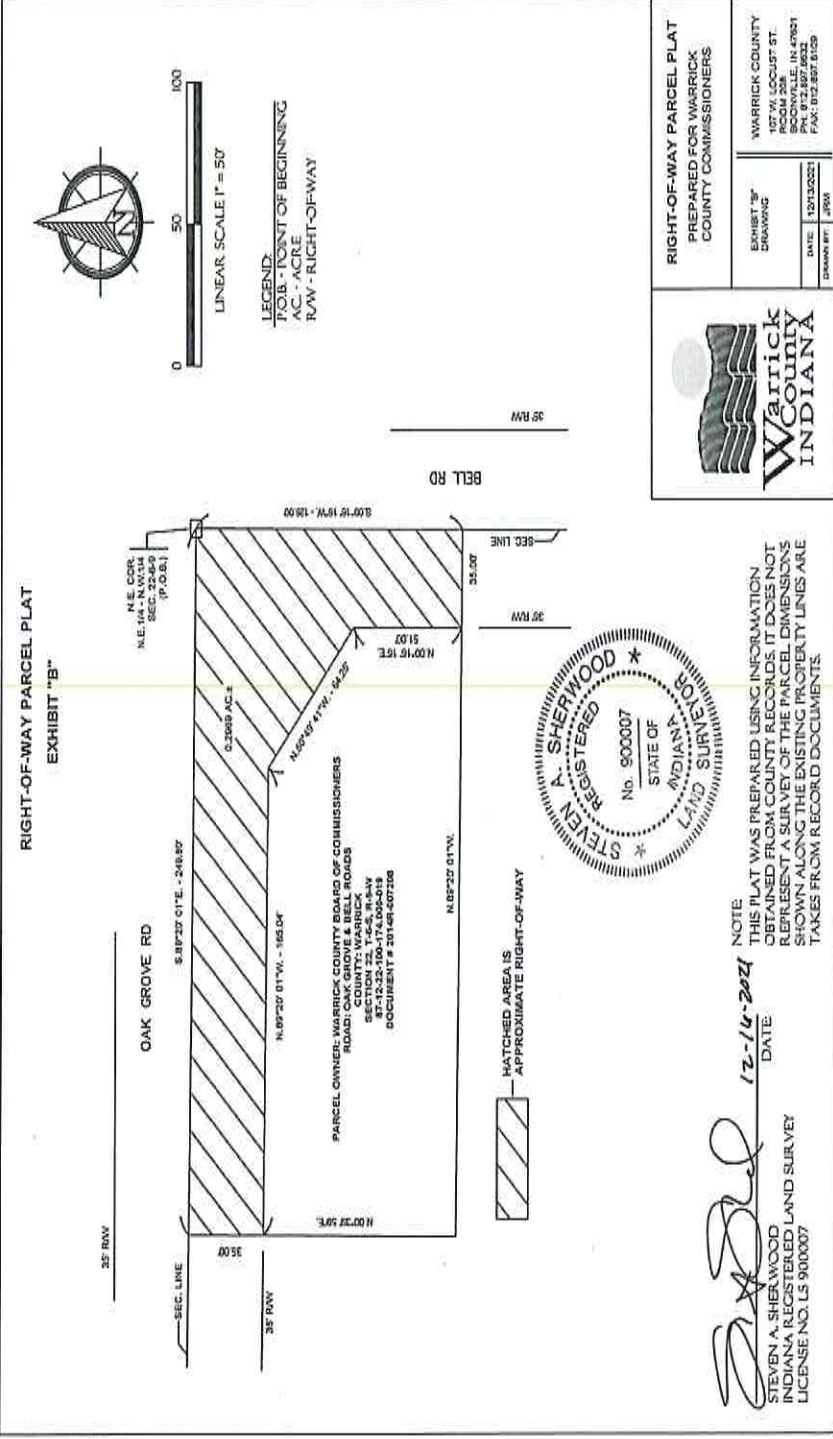
by International Professional Surveyors & Administrators, Inc. Civil No. 1008-0108-2020



REV. 9/2/14 Changed to Total Acquisition K.M. Johnson  
PARCEL: 15 000640 OWNER: SUGGER, Sean M. Et Ux.  
PROJECT: Oak Grove Road  
COUNTY: Warrick  
TOWNSHIP: 6 S.  
RANGE: 9 W.  
DRAWN BY: K.M. JOHNSON 10/29/2013  
CHECKED BY: R.F. LEWIS 11/1/2013  
INSTR. NO. 2008R-011497 DATED 9/20/2008

YVONNE HUGHES RECORDER DOCUMENT NUMBER 2014R-007208 PAGE: 4 OF 4

RIGHT-OF-WAY PARCEL PLAT  
EXHIBIT "B"



STEVEN A. SHERWOOD  
INDIANA REGISTERED LAND SURVEYOR  
LICENSE NO. LS 900007  
12-14-2021  
DATE



NOTE:  
THIS PLAT WAS PREPARED USING INFORMATION  
OBTAINED FROM COUNTY RECORDS. IT DOES NOT  
REPRESENT A SURVEY OF THE PARCEL DIMENSIONS  
SHOWN ALONG THE EXISTING PROPERTY LINES ARE  
TAKES FROM RECORD DOCUMENTS.

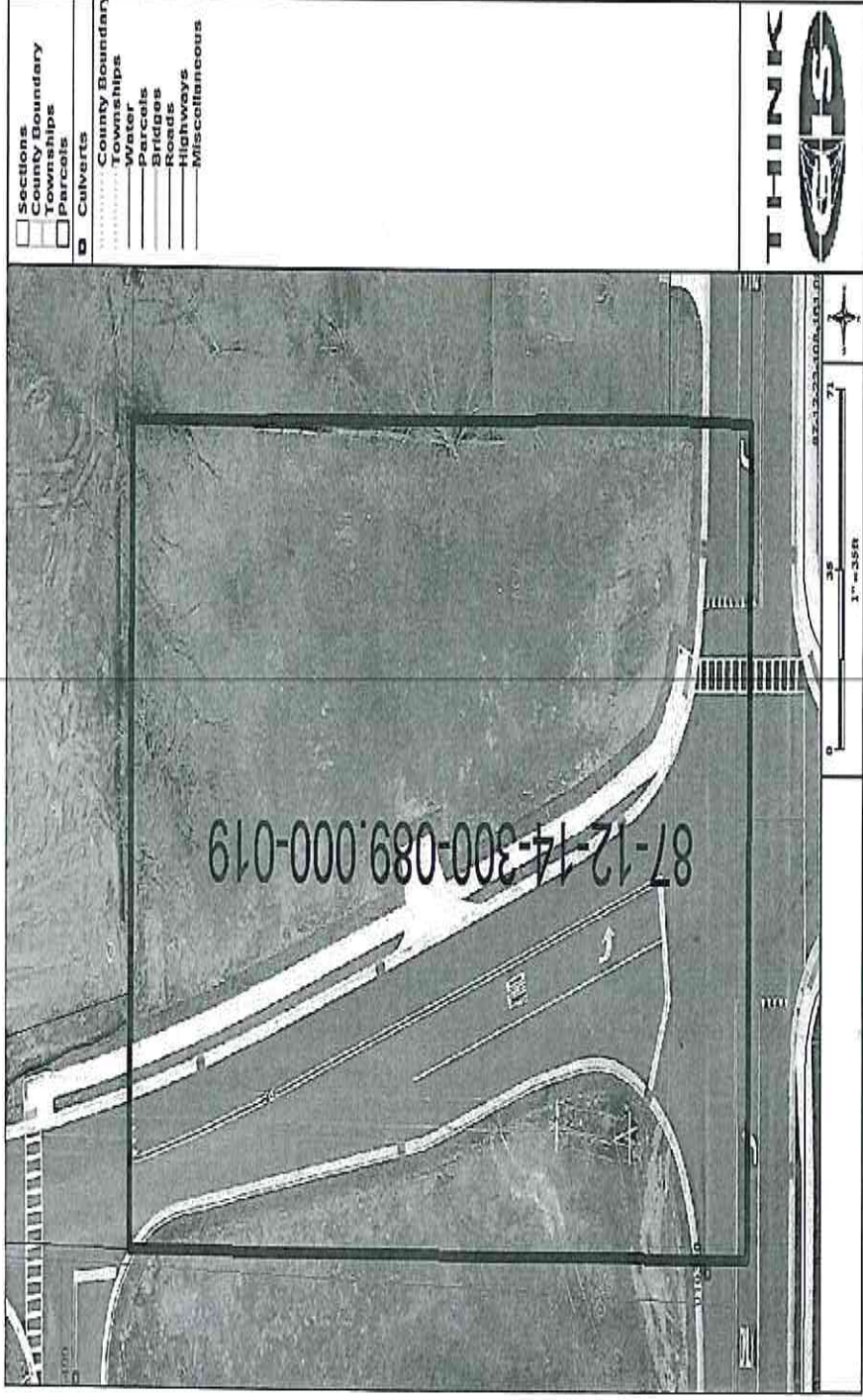
Warrick County  
INDIANA

RIGHT-OF-WAY PARCEL PLAT  
PREPARED FOR WARRICK  
COUNTY COMMISSIONERS

EXHIBIT "B"  
DRAWING

WARRICK COUNTY  
107 W. CALVERT ST.  
BLOOMINGTON, IN 47401  
PHONE: 317.332.8128  
FAX: 317.332.8129

DATE: 12/13/2021  
DRAWN BY: JPH



**EXHIBIT "A"**

Tax No.: 87-12-14-300-089,000-019

Sheet 1 of 1


Owner: Board of Commissioners of Warrick County, Indiana

A part of the Southeast Quarter of the Southwest Quarter of Section 14, Township 6 South, Range 9 West of the Sixth Principal Meridian, in Warrick County, Indiana, and being that part of the grantor's land lying within the right-of-way shown on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows:

Beginning at the southwest corner of said quarter section, said point also being the southwest corner of that certain parcel of land described in Document No. 2015R-007620 as recorded in the Office of the Recorder of Warrick County; thence along the west line of said parcel and the west line of said quarter section North 00 degrees 47 minutes 31 seconds East a distance of 264.00 feet to the northwest corner of said parcel; thence along the north line of said parcel and parallel with the south line of said parcel; thence South 89 degrees 02 minutes 47 seconds East a distance of 50.89 feet; thence South 10 degrees 02 minutes 47 seconds East a distance of 58.89 feet; thence South 14 degrees 53 minutes 21 seconds East a distance of 166.31 feet; thence South 73 degrees 39 minutes 53 seconds East a distance of 39.67 feet; thence parallel with the south line of said parcel and south line of said quarter section South 89 degrees 53 minutes 21 seconds East a distance of 20.00 feet; thence along the east line of said parcel and parallel with the west line of said quarter section South 00 degrees 47 minutes 31 seconds West a distance of 35.00 to the southeast corner of said parcel; said corner also being in the south line of said quarter section; thence along the south line of said parcel and the south line of said quarter section North 89 degrees 53 minutes 21 seconds West a distance of 165.00 feet to the true point of beginning, containing 0.5496 acrs, more or less.

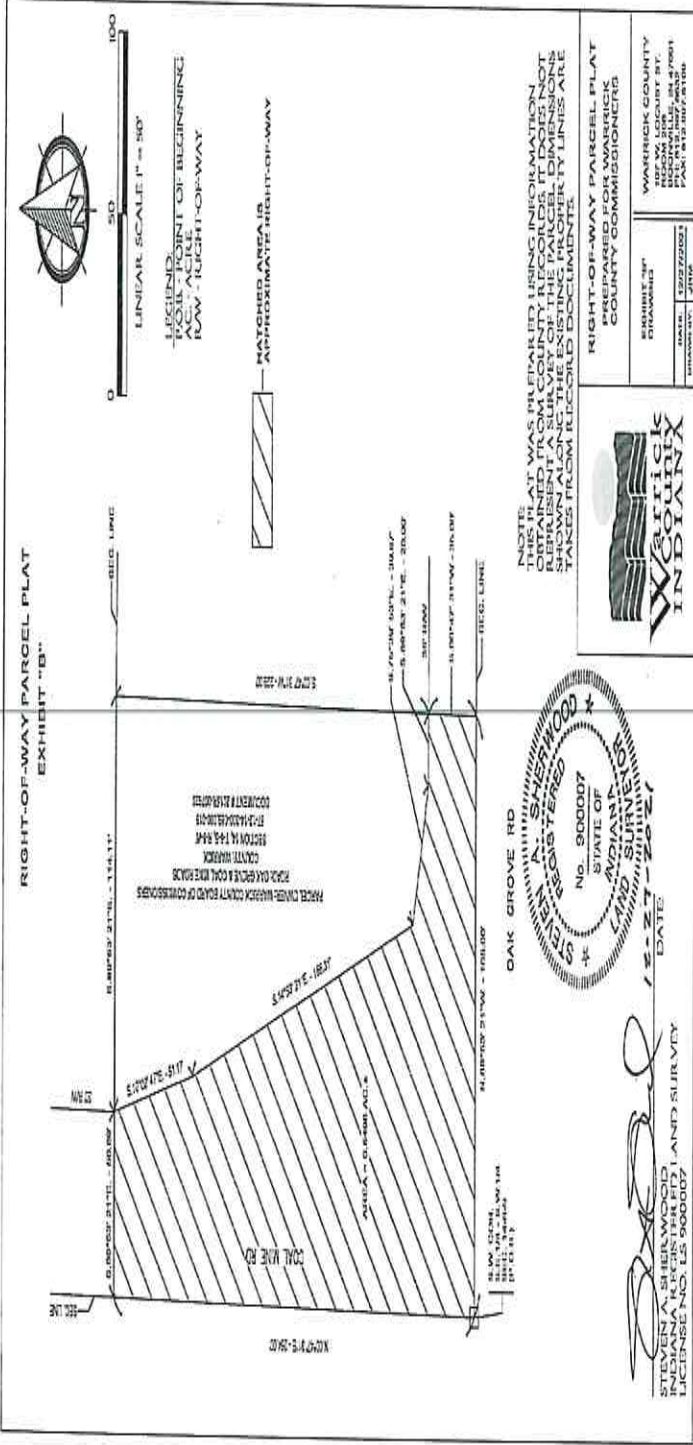
Subject to all easements and right-of-ways of record.

This description was prepared for the Board of Commissioners of Warrick County, Indiana on the 27<sup>th</sup> day of December, 2021.

By:   
Steven A. Sherwood  
Indiana Registered Land Surveyor  
License No. LS 900007



I, Steve's, Folder/Highway Engineer/Letter/2021 Chik Grove Road ROW 12272021





LRB  
MRS

2015R-007620  
YVONNE HUGHES  
WARRICK COUNTY RECORDER  
RECORDED AS PRESENTED ON  
09/01/2015 10:18 AM  
HARRIS, MO  
PAGE: 4



Form WD-1  
Revised 07/2014  
Tax No.: 87-12-14-300-089-000-019

WARRANTY DEED

Des. No.: 0500641  
Project: Oak Grove Road, Phase III  
Parcel: 1 of 2  
Page: 1 of 2

THIS INSTRUMENT WITNESSETH That Karen A. Northern, the Grantor of Warrick County, State of Indiana conveys and warrants to the BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, in consideration of the sum of Ninety-Eight Thousand and No/100 Dollars (\$98,000.00) (of which said sum \$25,000.00 represents land and improvements acquired and \$0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Warrick, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record. The Grantor hereby specifically acknowledges and agrees that the Real Estate herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor, or any successors in title to the abutting lands of the Grantor, notwithstanding any subsequent abandonment, vacation, demise, nonuse, change of use, conveyance, lease or other instrument by the Grantor or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or easement, or any other instrument, and that the said abandonment, vacation, demise, nonuse, change of use, conveyance, lease shall be binding upon the Grantor and all successors and assigns.

The grantor assumes and agrees to pay the 2014 payable 2015 real estate taxes and assessments on the above described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the County in the event of any non-payment.

Witness in hand received by the Board of Commissioners of Warrick County, Indiana Grantor's full name, address, and telephone number at Noonville, IN 47601

Duly Entered For Taxation Subject To Final Acceptance For Transfer

SEP 0 1 2015

WARRICK CO. AUDITOR

Form WD-1  
Revised 07/2014

Des. No.: 0500641  
Project: Oak Grove Road, Phase III  
Parcel: 2 of 2  
Page: 2 of 2

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 13 day of July, 2015.

Signature: Karen A. Northern  
Printed Name: Karen A. Northern

STATE OF: Indiana  
COUNTY OF: Kandorburg

Before me, a Notary Public in and for said State and County, personally appeared Karen A. Northern, the Grantor, in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be her voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 13 day of July, 2015.

Signature: Wayne Dawson Jackson Jr  
Printed Name: Wayne Dawson Jackson Jr  
My Commission expires: 10/27/2021  
I am a resident of: Kandorburg County.



Grantor's Address: 107 West Locust Street, Noonville, IN 47601  
I affirm, under the penalties for perjury, that I have taken reasonable care to read each Social Security number in this document, unless required by law. - Todd I. Glass, Esq.  
This document was prepared by Todd I. Glass, of the law firm of Fine & Hatfield, A Professional Corporation, Attorney for the Board of Commissioners of Warrick County, Indiana, 520 N.W. Second St., P.O. Box 779, Evansville, Indiana, 47703-0079. Preparation and attachment of any exhibits hereto are as stated thereon.

Project 0500641  
Parcel 1 Fee  
Key Number 87-12-14-300-089-000-019

EXHIBIT "A"

Sheet 1 of 1

One (1) acre off the South side of a five (5) acre tract off the West side of the Southeast Quarter of the Southwest Quarter of Section Fourteen (14), Township Six (6) South, Range (9) West, in Warrick County, Indiana, more particularly described as follows:

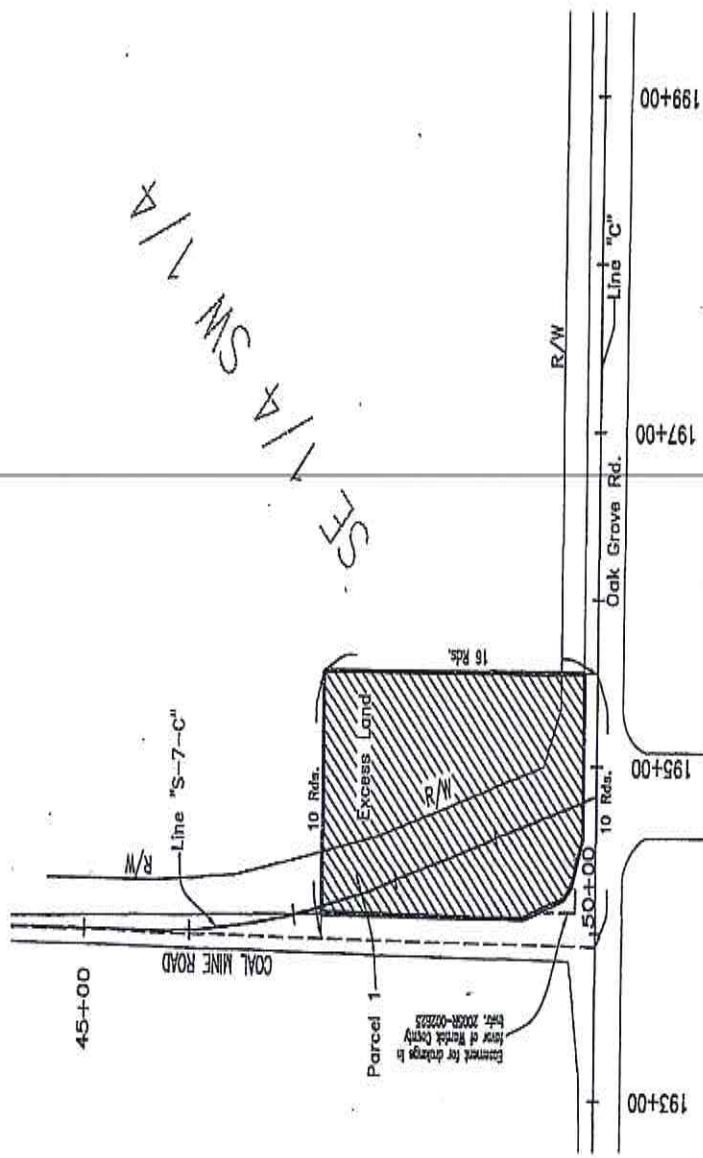
Commencing at the Southwest corner of said Southeast Quarter of the Southwest Quarter of Section Fourteen (14), Township Six (6) South, Range (9) West, and running thence East along said South line of said Quarter Quarter Section Ten (10) rods; thence North Sixteen (16) rods; thence West Ten (10) rods; thence South to the place of beginning.

**RIGHT-OF-WAY PARCEL PLAT**

Prepared for Warrick County Commissioners  
by Suzanne M. Lechnanitor & Associates, Inc. (Job No. 216-0044-ZPS)

SHEET 1 OF 1

0. 2648 50ft  
SCALE 1" = 100'



**PARCEL:** 1  
**PROJECT:** 0500641  
**ROAD:** Oak Grove Road  
**COUNTY:** Warrick  
**SECTION:** 14  
**TOWNSHIP:** 6 S  
**RANGE:** 9 W

**OWNER:** Northcraft, Karen A.  
**OWNER'S DEED:** 2015R-007620  
**DATE:** 5/22/2015

**EXEMPT**

**INSUR. No. 2014R-007232, DATED 9/17/2014**

**DRAWN BY:** K.M. Johnson 5/22/2015  
**CHECKED BY:** R.F. Lewis 5/22/2015

**HATCHED AREA IS THE APPROXIMATE TAKING**

YVONNE HUGHES RECORDER DOCUMENT NUMBER 2015R-007620 PAGE: 4 OF 4

**87-12-14-300-089-000-019 WARRICK COUNTY BOC**

**ADMINISTRATIVE INFORMATION**  
**OWNERSHIP**  
 WARRICK COUNTY BOC  
 107 N LOCUST SUITE301 ST  
 BOONVILLE, IN 47601 USA  
 ST. N. 1/2 N. 1/2 NE SW 314 26.63 1 A

**Property Address**  
 7722 OAK GROVE RD  
**Neighborhood**  
 4019001 OHIO TWP-COWS N OF LINCOLN  
**Property Class**  
 620 Exempt - County

**TAKING DISTRICT INFORMATION**  
**Jurisdiction** 87 WARRICK COUNTY  
**Area** 007 OHIO TOWNSHIP  
**Corporation** N  
**District** 019 OHIO TOWNSHIP  
**Section & Plat** 14  
**Routing Number** 12-14-16-017

**Site Description**  
**Topography:**  
**Public Utilities:**  
**Street or Road:**  
**Neighborhood:**  
 **zoning:**  
 Legal Acres: 1.0000  
 Admin Legal: 1.0000

**7722 OAK GROVERD**

**Tax ID 060-1469-0890** Printed 04/22/2020 Card No. 1 of 1  
**TRANSFER OF OWNERSHIP**

Date	Doc #	Doc #	Doc #
09/01/2015	NORTHSCRAFT, KAREN	1 A	895000
03/01/2013	NORTHSCRAFT, KAREN LIFE ESTATE & CAMP	80	80
07/05/2009	NORTHSCRAFT, KAREN	1	80

**VALIDATION RECORD**

Assessment Year	03/01/2014	03/01/2015	01/01/2017	01/01/2019	01/01/2020
<b>Reason for Change</b>	Annual	Annual	Annual	Annual	Annual
<b>VALUATION</b>	25000	25000	25000	25000	25000
<b>Appraised Value</b>	49100	48500	49600	50100	42000
<b>True Tax Value</b>	74100	73500	74600	75100	51700
<b>VALUATION</b>	1	25000	25000	25000	47500
<b>True Tax Value</b>	49100	48500	49600	50100	42000
<b>True Tax Value</b>	74100	73500	74600	75100	51700

**LAND DATA AND CALCULATIONS**

Rating	Measured	Table	Prod. Factor	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
1	1.0000	120	1.00	47500.00	47500.00	47500.00	47500	47500

**CHD:** Previous parcel id: 060-1469-0890  
**INSC:** Indiana Sales Disclosure Imp changed class code from 511 to 620  
 per name change for 16/17. NS 9/2/15  
**TR19:** Trending 2018--REMOVED DWELLING PER SITE VISIT 3/10/18 26/MS  
**FR20:** 2020 TRENDING CHANGES--REMOVED DET GARAGE 1/9/20 95

**Supplemental Cards**  
**MEASURED ACRES** 1.0000  
**Permit Number** 51140000  
**Type** Est. Cost Field Visit

**Supplemental Cards**  
**TRUE TAX VALUE** 47500

**Supplemental Cards**  
**TOTAL LAND VALUE** 47500