

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
March 8, 2021
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

Commissioner Phillippe: I apologize, today is March 8th. Paper says March 5th.

**AREA PLAN COMMISSION
REQUEST FOR ACCEPTANCE OF STREETS FOR MAINTENANCE
LEXINGTON ESTATES**

Commissioner Phillippe: Alright, our first order of business is our APC.

Molly Barnhill: We have Request for Acceptance of Streets for Maintenance. Our first one (1) on there is Lexington Estates. They filed that. However, it is not ready, and I would ask for it to be removed from the agenda. Their letter of credit is not up until next November, so we can't reduce the dollar amount within the year. So, until it's ready, we, there's nothing to do on it.

Commissioner Phillippe: Okay. I'll entertain a motion to remove from the agenda.

Commissioner Johnson: So moved.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

LEXINGTON SUBDIVISION

Molly Barnhill: Lexington Subdivision is the same thing. They're, they're not ready.

Commissioner Johnson: Are all of these going to be this way?

Molly Barnhill: Just three (3).

Commissioner Johnson: Okay.

Molly Barnhill: But, I'd ask to remove that one (1) as well.

Commissioner Saylor: I make a motion to remove.

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Molly Barnhill: Thank you.

LEXINGTON SUBDIVISION - REPLAT OF LOT 76

Molly Barnhill: The third one (1) is a Replat of Lot 76, Lexington Subdivision by First Federal Savings Bank, Michael Carter, SVP. It's St. Clair, nine hundred fifteen (915) lineal feet. This letter of credit expires March 27, of '21. It's been inspected. There's some drainage work that needed to be completed. County Surveyor's put five thousand dollars (\$5,000.00) on the amount we need to retain to complete.

Bobby Howard: So, (inaudible).

Commissioner Phillippe: State your name for the record please.

Michael Carter: Michael Carter.

Bobby Howard: (Inaudible) table or asking for an extension?

Molly Barnhill: A reduction on the dollar amount.

Bobby Howard: With an extension?

Molly Barnhill: Yes, and an extension.

Michael Carter: I just kind of wanted to know what, the punch list items, if that's the final list of things we need to do to get the letters of credit removed and the acceptance of, the list I got today from Steve Sherwood, and....?

Bobby Howard: If you have that list, that is, that is everything that was left to be done.

Michael Carter: That was broken out for each section. If we do those things, then we're done?

Bobby Howard: Yes, yes. I believe so.

Michael Carter: Okay. Alright. And then I guess, are you saying it would go from eighty-five-thirty (\$8,530.00) to five thousand (\$5,000.00) on that letter of credit, the reduction? Is that what you were saying?

Molly Barnhill: Yes, that's what was given to me.

Michael Carter: (Inaudible), okay.

Bobby Howard: That was Phil that signed that?

Molly Barnhill: Yes, he did.

Bobby Howard: And for a one (1) year extension? Or six (6) month extension? Or...?

Molly Barnhill: One (1) year.

Bobby Howard: Okay. Sounds fine.

Commissioner Phillippe: You good with that?

Bobby Howard: Um hum.

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

Commissioner Johnson: Make a motion to approve the letter of credit reduction to five thousand dollars (\$5,000.00) and the one (1) year extension.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Michael Carter: Thank you.

(Lexington Extension and Reduction is located on Page 19 of these Official Minutes)

**REQUEST FOR RELEASE OF SURETY
LEXINGTON VILLAGE II PUD**

Molly Barnhill: We did have a Request for Release of Surety filed for Lexington Village II PUD. This letter of credit doesn't expire 'til 2021, and after inspection, it's not ready either. So, I'd ask for this to be taken off the agenda until they refile.

Commissioner Phillippe: Okay.

Commissioner Saylor: I make a motion to remove Lexington Village II PUD.

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

**STREET CONSTRUCTION PLANS
PP-21-02 GRUMP'S RANCH**

Molly Barnhill: We do have Street Construction Plans. It's PP-21-02, Grump's Ranch. The petitioner and owner is John and Katrina Sizemore. It's fifteen point five-two-eight (15.528) acres located on the south side of Kelly Road approximately eighteen hundred (1,800) feet west of the intersection formed by Kelly Road and Goad Road. Being Lot 3 in Senator James A. Hemenway Memorial Subdivision in Boon Township. Complete legal's on file. This was advertised in the Standard February 25th of '21. And they've requested no improvements to Kelly Road.

Mark Chamness: Mark Chamness of Chamness Land Surveying representing the Sizemores.

Commissioner Phillippe: Very good. Anything else to add?

Mark Chamness: No, nothing else to add.

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

Commissioner Johnson: Bobby, you okay with it?

Bobby Howard: Yeah, I have no issue with it.

Commissioner Saylor: I make the motion for the, approve the street construction plans for Grump's Ranch, PP-21-02.

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Mark Chamness: Alright. Thank you.

Commissioner Phillippe: Thank you.

Molly Barnhill: That's all for the Area Plan Commission. Thank you.

(PP-21-02 is located on Page 20 of these Official Minutes)

**APPROVAL OF MINUTES
FEBRUARY 22, 2021**

Commissioner Phillippe: Alright, next order of business is the Approval of Minutes from our February 22, 2021 meeting.

Commissioner Saylor: I make a motion to approve the February 22, 2021 Regular Session minutes.

Commissioner Johnson: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

**RATIFICATION OF DECLARATION OF EMERGENCY FOR REPLACEMENT OF JUDICIAL
CENTER GENERATORS**

Commissioner Phillippe: Next order of business is our Consent Agenda. Roger?

Roger Emmons: Thank you, Mr. President. First is the, you've already declared the emergency for the replacement of the Judicial Center Generator and the solicitation of the two (2) quotes. In email communications I've had with EVAPAR and Boonville Natural Gas, they won't be ready until your March 22nd meeting, so I request you table this to that meeting.

Commissioner Phillippe: Are we going to approve the consent agenda all at once?

Roger Emmons: Oh, I'm sorry.

Commissioner Phillippe: Yep.

Roger Emmons: I forget about that.

SMS RENEWAL WITH KELLER SCHROEDER FOR SERVER MAINTENANCE AND OTHER SERVICES

Roger Emmons: Next is the SMS Renewal with Keller Schroeder for Server Maintenance and other Services. Our IT Director Guy Whelan and I discussed this with you and Dan February 25th. It was approved by consensus and Terry signed it that day. The total of the agreement is fourteen thousand two hundred eight dollars (\$14,208.00) for services from February of 2021 to February 2022.

(SMS Renewal is located on Pages 20 through 22 of these Official Minutes)

FIXED ASSET NOTIFICATION FORMS FOR THREE SPEED MONITOR TRAILERS SHERIFF'S OFFICE

Roger Emmons: Number three (3) is Fixed Assent Notification Forms for three (3) Speed Monitor Trailers for the Sheriff's Office. And Lt. Waters presented these to me and I sent copies to the Commissioners February 26th. Commissioners gave a unanimous consensus and they've been signed. Each Speed Monitor trailer is, was at a cost of eighteen thousand nine hundred five dollars (\$18,905.00). And they all have an expected life expectancy of fifteen (15) years.

(Fixed Assets for Sheriff's Office are located on File in the Auditor's Office)

EMA REQUEST TO DECLARE DELL T-1600 TOWER COMPUTER SURPLUS

Roger Emmons: Number four (4) is the Emergency Management Agency Request to declare a Dell T-1600 tower computer with the serial number as listed as surplus. And Assistant EMA Director Dave Woolen sent that to me on March 3rd. Terry and Dan gave their consensus that same day. And once Guy has wiped the hard drive, it can be placed in the recycling bin at the disposal, Recycling Center for collection by CNI which does recycling of our electronics.

MASH NETWORKS IT MANAGED SERVICE MAINTENANCE AGREEMENT

Roger Emmons: Lastly, number five (5), MASH Networks IT Managed Service Maintenance Agreement. And MASH president, Josh Wade sent it to Guy and Guy sent it to Terry and Terry sent it to me. So, anyway, this is for the installation and to aid Guy in the installation and configuration of fifty (50) PC's and monitors currently stored in the Emergency Operations Center. And with input from Guy, these go to the Courts and Clerk's in the Odyssey app, for the Odyssey application for which Odyssey is furnishing these computers. The agreement establishes hourly rates for network engineer at eighty dollars (\$80.00) and tier one (1) support at forty-five dollars (\$45.00) an hour. That concludes the consent agenda list.

Todd Glass: And all applicable contracts are in order.

Commissioner Phillippe: Very good. I might add that the rates given to us by MASH are outstanding. And all of the hardware for the Odyssey Project is being provided free of charge to the County.

Roger Emmons: Yes.

Commissioner Phillippe: So, with that I will entertain a motion to approve the consent agenda.

Commissioner Johnson: Make a motion to approve the consent agenda.

Commissioner Saylor: I'll second that.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(MASH Network Contract is located on Pages 22 through 23 of these Official Minutes)

ITEMS FOR DISCUSSION

Commissioner Phillippe: Any other Items for Discussion, Roger?

Roger Emmons: Under my items if you want to move on to County Administrator?

**DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
DISCUSS SALE OF COUNTY PROPERTY TO CITY OF BOONVILLE
FOR THIRD STREET REHABILITATION PROJECT**

Roger Emmons: Discuss Sale of County Property to City of Boonville for Boonville's Third Street Rehabilitation Project for right-of-way that they need for that project. I sent all the documents which are here in this package to the Commissioners and I copied Todd and Bobby and others. The County owns a small strip of property probably from a tax sale. I haven't checked into that. The City needs a hundred square feet (100) for right-of-way and they've offered to pay the County one thousand dollars (\$1,000.00) for their right-of-way for their Parcel 56. So, I'll, I know Todd has probably reviewed all those and...

Todd Glass: And if the Commissioners would just approve that sale, you'll have the deed and other documents to sign that Roger and I can assist you with. But, between units of Government, as long as you sell for just compensation and fair value, you're fine. This probably exceeds the fair value of that one hundred (100) square feet. So, the City's set this all in place correctly and everything's in order.

Commissioner Phillippe: Very good. I'll entertain a motion to approve the sale.

Commissioner Saylor: So moved.

Commissioner Johnson: I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you, Gentlemen.

(Sale of Right-of-Way is located on File in the Auditor's Office)

REQUEST FOR FMLA LEAVE

Roger Emmons: The next item is a Request for FMLA Leave. And our HR Manager, Heather Soberg, received the required paperwork with proper signatures and has vetted that. And it appears good for you to approve by motion.

Commissioner Johnson: I make a motion to approve the FMLA Leave.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

DISCUSS APPROVAL OF WARRICK COUNTY NON-PROFIT GRANT AGREEMENTS

Roger Emmons: Next is Discuss Approval of Warrick County Non-Profit Grant Agreements. And Todd, I never did hear from John today whether or not, he suggested he was going to look in to see if these even needed to be brought in a public meeting.

Todd Glass: Now, when the Board accepts Greg and Dan's recommendation to approve a grant application, they're approving it on the basis that they enter into the grant agreement that we've drafted. So, once that's approved, then we don't have to circle back and approve those a second time.

Roger Emmons: Okay. Very good.

Todd Glass: It's a very good question.

Roger Emmons: Okay. So, I'll skip that one (1).

DELTA PROPERTIES LEASE FOR ECONOMIC DEVELOPMENT

Roger Emmons: And I have a couple of items added. One (1) is from Steve Roelle, our Economic Development Department Executive Director. It's a request to approve Lease Addendum #5 with Delta Properties, LLC, for their office space at 4763 Rosebud Lane, Suite C, in Newburgh. The addendum provides for continuing the monthly lease payments at two thousand two hundred fifty-five dollars (\$2,255.00). You approved last year's Addendum #4, April 27th. This addendum extends the lease for two (2) years effective May 1st of this year through April 30, 2023. So, recommend a motion to approve that one (1).

Commissioner Phillippe: I'll entertain a motion.

Commissioner Saylor: I make a motion to approve the Lease Addendum #5 with Delta Properties for Economic Development Office.

Commissioner Johnson: I'll second that.

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

Commissioner Saylor: Aye.

Commissioner Johnson: (Inaudible).

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

(Delta Properties Lease Agreement is located on Page 23 of these Official Minutes)

REQUEST TO PURCHASE COUNTY PROPERTY

Roger Emmons: And lastly, this is kind of just for information if the Board wishes to discuss it. The request from a person who owns property next to County-owned property at the southwest corner of Oak Grove and Bell. And we've had different suggestions. Terry said he'd defer to Dan because it's in Dan's district. Todd suggested we could just sell him an access easement that would include conditions and the County's right to increase its right-of-way or take other actions as needed. And Dan suggested offering this man a lease as long as he maintains it. So.

Commissioner Saylor: So, I know, in talking with Bobby on these properties, you know, whenever we go do a road improvement project, it's always nice to have a place for storage of equipment and that kind of thing. I mean, my opinion is, if he maintains it, and we can get an agreement where we're not responsible for accidents and that we could use it at a later date...

Roger Emmons: Well, and I forgot to mention Bobby's input on this is that we definitely, regardless of what you do, we need to keep sufficient right-of-way. You never know along that road where we might need some.

Commissioner Saylor: Right. And we have another piece at Coal Mine Road and Oak Grove too. So, for storage if we ever needed it. But, I'm, I mean, I would personally rather him mow it and maintain it, you know, so we don't have to send our guys down there. That's just one (1) less thing that Brad and Jeff have to deal with. And I think he mows it about, at least every two (2) weeks. In the spring it might be he has to run down there every week.

Roger Emmons: Is that what you want Counsel to draft? A lease agreement?

Todd Glass: I would probably suggest going more towards a lease approach then. That's less legal rights than an easement and that could detail the conditions and maintenance. I can get everything else in there. If, by consensus, we could draft.

Commissioner Phillippe: I'm fine with that. Yeah.

Commissioner Saylor: Yeah, I'm fine with that.

Commissioner Johnson: Yep.

Commissioner Phillippe: Very good.

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

Commissioner Phillippe: Alright.

**COUNTY ATTORNEY
DISCUSS TESTAMENTARY GIFT MADE TO COUNTY BY
ESTATE OF MICHAEL MCGINNESS**

Commissioner Phillippe: Alright. The next order of business is County Attorney.

Todd Glass: Thank you, Mr. President. The first item is the Testamentary Gift Made to County by the Estate of Michael McGinness at 2022 Yankeetown Road. I just wanted to, to get your direction as far as what you want done with that. If, if, if you've learned that it's too costly, then would I, could I suggest us looking into a qualified disclaimer of the gift. It's an unusual situation for the County to be in and to be left assets by an estate. Usually the County isn't high on everyone's list as heirs.

Roger Emmons: I don't remember it ever happening to be honest with you.

Commissioner Johnson: We're different.

Commissioner Saylor: That's right.

Todd Glass: We're certainly different here and this is another example of that. But, I'm concerned with of course not knowing anything about the property, environmental concerns. You never know what lies underneath. But, the, the ruling of the day would probably be if it costs the County money.

Commissioner Johnson: Todd, Todd, real quick question. What happens if we don't accept this gift?

Todd Glass: That's well, that's what a qualified disclaimer is saying, we don't want it. And under the Indiana probate code, it reverts back to the estate that once a qualified disclaimer is issued and filed with the estate, it means that the property goes to the heir of law, not necessarily the heirs mentioned in the decedent's will. So, we don't know who that is and this Board probably doesn't care who that is. But, that's what a qualified disclaimer will do.

Commissioner Johnson: Okay, thank you.

Todd Glass: And that's a one (1) page.

Commissioner Phillippe: I think that's exactly where I am.

Commissioner Saylor: I, yeah, Terry and I went to look at it, Commissioner Johnson, and there's a basement. We worry about exposure liability. We're going to have to insure it. If it takes Todd three (3) months, six (6) months, a year, what happens with that in the meantime? If you tear it down, we're going to have costs there. Now, you've just got a piece of property. I'm all for, I don't think we should be in the business of managing this piece of property because it's, it's not, it probably needs to be razed.

Commissioner Phillippe: No doubt.

Commissioner Saylor: So, I will, I will make the motion to, to let this gift remain or go back to the Estate of Michael McGinness, and we, and the County not accept this.

Todd Glass: And this will be by way of a qualified disclaimer.

Commissioner Saylor: By the way of qualified disclaimer.

Commissioner Johnson: I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. President. That might not necessarily be the end result. If it's a nice property next to a golf course or something like that. Just kind of depends.

Commissioner Phillippe: Well, it's not.

Commissioner Saylor: I can, I can assure you, first-hand knowledge, Commissioner Phillippe didn't see the whole thing and he wanted to go. He wanted to leave early.

Todd Glass: I'll, I'll get that prepared and sent to Roger for signature.

ORDINANCE ESTABLISHING WEIGHTS AND MEASURES FUND ORDINANCE 2021-15

Todd Glass: Secondly, I have a proposed Ordinance.

Kristine Georges: Ordinance 2021-15.

Todd Glass: This would be an Ordinance of the Board of Commissioners of Warrick County, Indiana establishing the Weights and Measures Fund. We did an update on the Weights and Measures Chapter of the County Ordinances earlier this year. And the Auditor was kind enough to make mention that we actually need a fund for these fees and revenues to flow into. So, Mr. President, this would be an Ordinance establishing the Weights and Measures Fund for the purposes of collecting penalties, fines, and damages recovered from violations of Chapter 112 of the Code of Ordinances, which is the Chapter you recently updated. The application of the monies deposited into the fund will be for Capital purchase for the Warrick County Weights and Measures Department subject to appropriation of funds by the County Council as well as to cover costs of administrating and enforcing Chapter 112. It will be a perpetual fund until terminated by Ordinance or the terms of this Ordinance or by enactment of a subsequent Ordinance. And if it's the pleasure of the Board of County Commissioners to pass Ordinance 2020-15 (Clarification: This is Ordinance 2021-15) by unanimous consent, it is ready for that action.

Commissioner Phillippe: Anybody have any questions or comments about that? This is the next step in acknowledging that our Weights and Measures guy, Mike, has done an outstanding job. So, certainly in favor of it and I'll entertain a motion.

Commissioner Johnson: Make a motion to approve Ordinance 2021-15.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Todd Glass: Thank you, Mr. President. And Roger, I have a copy of that ready to go if you need it for signature.

Roger Emmons: I've got one (1) too.

Todd Glass: Okay.

Roger Emmons: Thank you.

(Ordinance 2021-15 is located on Page 24 of these Official Minutes)

PANDEMIC RELIEF FUND

Todd Glass: And although not on the agenda, Mr. President, we only have a partial action to take on the Pandemic Relief Fund. We've been receiving numerous applications from Non-Profits. They're still being processed. And Mr. Richmond and Mr. Saylor wishes to review those for accuracy before submitting them to the Board for approval. However, they do have expenses to reimburse through the COVID line item that had all the appropriate documentations ready to go. And that's the Economic Development Department for COVID related expenses and supplies. It says Newburgh/Chandler Public Library. But, I think that's incorrect. It's just the Economic Development Department for a total of eighteen thousand four hundred thirty-five dollars and fourteen cents (\$18,435.14). That's through a bond fund. It wasn't through their budgeted line item, but actually a bond fund that they had to use last year for those expenses. And then the Ohio, excuse me, the Board of County Commissioners for remote and telework capabilities and legal services totaling sixteen thousand five hundred fifty-one dollars and eighty-one cents (\$16,551.81). But, those are the

only two (2) expense reimbursements to approve through the Pandemic Relief Fund at this time. We should have lots of Non-Profit Application Requests for the next meeting.

Commissioner Phillippe: Very good.

Roger Emmons: Todd? That will include the four (4) Non-Profits, the 4-H Clubs, or the...?

Todd Glass: Well, you tell me, Roger. I was thinking that was the next, next thing to do.

Roger Emmons: Okay. It's got March 8th, today's date. So, that's fine.

Todd Glass: Right. This is a new line item, expense reimbursements, through the COVID line items.

Commissioner Saylor: That's the Cares Act. That's two (2) separate entities or funds. Right?

Todd Glass: Right. Not CARES Act anymore.

Commissioner Saylor: Well, yeah.

Todd Glass: These are expenses through County Departments. These are the Non-Profits.

Roger Emmons: Okay.

Todd Glass: But, the first one (1) is to approve reimbursement to Commissioners Line Item, sixteen thousand five-hundred-one (16,551.81) and Economic Development, eighteen thousand four-hundred-thirty-five (18,435.14).

Roger Emmons: Thank you.

Commissioner Phillippe: I'll entertain a motion for those two (2).

Commissioner Saylor: I will make a motion to approve those two (2) expenditures.

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Pandemic Relief Fund Reimbursement Claims are located on File in the Auditor's Office)

NON-PROFIT GRANT CLAIMS

Todd Glass: And lastly, Mr. President, with grant agreements signed, sealed, and delivered, we have the claims for payment ready for the four (4) original Non-Profit requests. And that's to Warrick County 4-H, Warrick Wellness Pathways, Newburgh Museum, and Warrick County Council on Aging. Everything is ready to go to submit these to the Auditor for payment totaling twelve thousand six hundred thirty-four dollars and seventy-three cents (\$12,634.73).

Commissioner Phillippe: Very good. I'll entertain a motion for those four (4).

Commissioner Saylor: I make a motion to approve the Non-for-Profit Grant payment claims.

Commissioner Johnson: I'll second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Todd Glass: Thank you, Mr. President. I think we've done that all correctly and we'll follow up with the Auditor to get those processed.

Commissioner Phillippe: Very good.

Todd Glass: That's all.

Commissioner Phillippe: Last item? Very good.

(Non-Profit Grant Agreements are located on File in the Auditor's Office)

COUNTY AUDITOR

PANDEMIC RELIEF FUND CLAIMS VOUCHER

Commissioner Phillippe: Let's see here. Next item for business is our County Auditor. Debbie?

Auditor Stevens: Okay. Since we're on the subject of claims, we'll just go ahead and go to those. I believe that it was part of the Pandemic Relief Fund that the wish was to have grant signed between the Warrick County Commissioners and the grantees. So, they are part of the claims for today if you want to approve. I've separated them out, approve pending the grant agreements. So, that's a total of twelve thousand six hundred thirty-four dollars and seventy-three cents (\$12,634.73) for the Pandemic Relief Fund.

Todd Glass: And that's good to know, Mr. President. Because we'll have more next go around and we'll just get with Auditor Stevens prior to the meetings, so that we coordinate those efforts.

Commissioner Phillippe: We just approved the grant, now, we're approving the claim for the grant. Is that right?

Todd Glass: Yeah, I think we just did that. If the Auditor prefers, just go ahead and entertain another motion.

Auditor Stevens: Right, I should present the payments to you by voucher, by the AP Voucher.

Todd Glass: That's probably correct.

Auditor Stevens: But, we did receive an email saying hold up disbursing the payments pending the grant agreements being signed.

Todd Glass: Right, and those four (4)...

Auditor Stevens: So, you can approve the payment the same, pending the grant.

Todd Glass: But, those four (4), we have them in hand.

Auditor Stevens: Okay.

Commissioner Phillippe: I'll entertain said motion.

Commissioner Johnson: Make a motion.

Commissioner Saylor: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Thank you.

(Non-Profit Claims are located on Page 24 of these Official Minutes)

NON-CERTIFIED CLAIMS

Auditor Stevens: I'll go on, go on to, to Non-Certifieds. We received a claim from the Health Department under their Vaxcare line. It was for purchase of jackets through Siegels Uniforms for a total of one thousand four hundred twenty-seven dollars and forty cents (\$1,427.40). There weren't like, they weren't purchased I guess specifically for employees. We were given no names and was told it was inventory.

Commissioner Phillippe: They were using those in the vaccination line. So.

Auditor Stevens: Pardon?

Commissioner Phillippe: I think they were to use those in the vaccination line when they were outside.

Auditor Stevens: Okay, I mean, a simple response back would have been fine and probably could have kept it off the, the Non-Certified list. Highway Department, cups, this is part of another purchase from Office Depot totaling two hundred forty-one dollars and seventy cents (\$241.70), eighty-seven dollars and forty-two cents (\$87.42) for cups. So, those are the two (2) Non-Certifieds.

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

Commissioner Saylor: I make a motion to pay the Non-Certified Claims.

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Alright. Thank you.

(Non-Certified Claims are located on Page 25 of these Official Minutes)

CERTIFIED CLAIMS

Auditor Stevens: And last on claims, we have all Certified Claims totaling one million one hundred ninety-four thousand two hundred thirty nine dollars and twenty-seven cents (\$1,194,239.27). That's one-one-nine-four-two-three-nine-point-two-seven (\$1,194,239.27).

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

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: (Inaudible).

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

Auditor Stevens: Alright.

(Certified Claims are located on Pages 25 through 27 of these Official Minutes)

TREASURER'S REPORT

Auditor Stevens: And then last, oh, not last. I do have, just not for approval, but for submission, this is the Treasurer's Report for the month of February. So, I'll just pass that on to Roger to enter that into the meeting.

(Treasurer's Report is located on Page 28 of these Official Minutes)

PAYROLL CLAIMS

Auditor Stevens: I have nineteen (19) departments Non-Certified for Payroll. Some are for not, no supporting documentation, no confirmation on COVID pay that was on their supporting documentation. And then the third, I had emailed about it but I never received an explanation on office on closed without policy for closure and paying employees for a full day. So, they're on, they're here. They're yours to approve or disapprove. I sent these ahead of time too for your review.

Commissioner Phillippe: What's that amount?

Auditor Stevens: Well, the total amount, you want total amount for Payroll? Five hundred twenty-eight thousand four hundred twenty-two dollars and fifty-five cents (\$528,422.55). That's five-two-eight-four-two-point-five-five (\$528,422.55).

Roger Emmons: And which Payroll is that, Debbie?

Auditor Stevens: This is Payroll date March 1st.

Roger Emmons: Okay.

Auditor Stevens: Thanks, Roger.

Roger Emmons: Thank you.

Commissioner Saylor: I make a motion to pay the Payroll Claims.

Commissioner Johnson: And I second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

Roger Emmons: I would comment, I'm sorry, that Heather's working with Counsel with updating the Employee Handbook to cover, you know, to cover, establish this policy, or to make it clearer. Correct, Heather? Thank you.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: That's all I had. Thank you.

(Payroll Claims are located on Page 28 of these Official Minutes)

DISCUSSION ON PAYMENT FOR WORKFORCE DEVELOPMENT

Commissioner Phillippe: Debbie, I've got a question for you here. I'm not sure I fully understand the scenario here. But, we had a payment come out of our budget for eighty-four dollars and ninety-four cents (\$84.94) to the State of Indiana for Unemployment.

Auditor Stevens: Sure. Do you mind if I grab my documentation?

Commissioner Phillippe: Sure.

Auditor Stevens: Okay, that was on last Payroll Voucher, by the way.

Commissioner Phillippe: Okay.

Auditor Stevens: Okay. Your question?

Commissioner Phillippe: Why is that out of our budget, I guess, is my question.

Auditor Stevens: Well, Workman's Comp is in the Commissioners' budget. This, actually, this payment created a credit with Workman's Comp, the Department of Workman's Comp. This, the payment that was made by check did, did not arrive. I have all of my documentation from the post office. This was, this was mailed on, let me think here. Okay, Tuesday, no, no, that's not right. This was mailed, and you know, I don't have a calendar in front of me and I thought I had my receipt with me for, for the mailing. It was a Friday. So, that would have been the 14th, 13th, 12th. February 12th.

Roger Emmons: You want to borrow this, Debbie.

Auditor Stevens: February 12th.

Roger Emmons: Oh, okay.

Auditor Stevens: We paid, I paid with my own credit card charges for overnight. The payment did not arrive to the Department until February 22nd. So, that was a full ten (10) days later for an overnight.

Commissioner Saylor: And you paid for overnight?

Auditor Stevens: I did.

Commissioner Saylor: Wow. Who, who, who was...

Auditor Stevens: Well, I was working with Bobby. This was holding up a grant process for the Highway Department. Seemed rather urgent. He was checking daily. They were checking daily and watching for that payment. I have not been reimbursed for that. Actually, well, let me back up. I just got reimbursement on Friday from the post office for those charges because obviously it didn't deliver overnight.

Commissioner Saylor: So that was a postal, United States...?

Auditor Stevens: Yes. So, there's no cost to the tax payers for that. And the amount of that was owed to Workforce Development; that payment was made to Workforce Development. And again, this is a situation where, I mean, I don't, we don't have any control over the U.S. Post Office. If it's mailed on that 28th and they don't post it until the 6th or whatever day they post it, then it's late. And the charges were not paid. There were no penalties or late fees paid because it was mailed prior to the deadline. But, it wasn't received. So, that was what, it was showing up that they went ahead and put penalties and fees on, penalties and interest, I guess was what it was actually. They put that on our account. So, that was being tagged by, what, INDOT? I'm assuming. That we had something outstanding.

Bobby Howard: Yeah, when they ran, yeah.

Commissioner Phillippe: And this, this is what this eighty-four-ninety-four (\$84.94) is correct?

Auditor Stevens: No, I paid the eighty-four-ninety-four (\$84.94) ultimately, when it was not received by Friday the 19th. I, I used my own debit card. I gave it to the Payroll Deputy to go ahead and just get it paid so his paperwork would not be held up any longer not knowing when the County Check would arrive. So, it arrived on the 22nd. That's created a credit on our account. I have not asked for reimbursement of those late fees and penalties. I have not. I paid them personally. I have not asked for that. So, if that's what you're saying, like, who should pay the penalties and fees...

Commissioner Phillippe: So, I guess at this point my question is has it been paid twice, because I think that this came out of our budget as well.

Auditor Stevens: We have a credit. We have a credit. We'll take the credit, which came out of your budget, we'll take that credit.

Commissioner Saylor: So, ultimately, there's a credit now, so when we make our next payment, we'll subtract it by that amount?

Auditor Stevens: Right. We always make payments. So, it's Workforce Development. So, we're always making payments, quarterly payments. So, the County, the taxpayers have a credit. And that would have been a payment from your budget. Now, I will say that, and I'm not asking to be paid, you know what, it would be best if I weren't reimbursed and didn't ask for reimbursement, if that meant policies would be enforced fairly in all situations. That, that would be the best situation. Is if this incident that occurred, and I, and if I ask for reimbursement, you denied that, that would be best. I haven't asked for reimbursement at this point.

Commissioner Saylor: You know, I tell you, I have a problem with, you know, you made the payment on time? Is that correct?

Auditor Stevens: It was.

Commissioner Saylor: And you didn't do anything wrong.

Auditor Stevens: Right.

Commissioner Saylor: You know, so, other departments, if they do the same thing and didn't do anything wrong, I have a problem with, you know, an individual employee or Elected Official paying for that. I mean, you know, and, and so, we, our government can't seem to get U.S. Mail there in a timely manner right now. Used to we could count on it. Now, we can't. Something needs to be addressed with that. I mean I don't think she should have to pay for it. I don't think, you know, I mean, if we're doing our job, now, now could we, should we, is there a way we can bill the U.S. Government? Probably not. But, I just, I don't know, I, Counsel, speak up here. I think it's, I think it's problematic if we pay people with a W-2, cause they're paid via W-2 and we start charging them for, I think that just opens us up a little bit.

Todd Glass: I don't disagree with any of that.

Commissioner Saylor: I mean I employed people for thirty (30) years.

Roger Emmons: Debbie?

Commissioner Johnson: I don't think, I don't think Debbie should be held responsible for this at all.

Commissioner Saylor: Not if she, not if she...

Auditor Stevens: Well, just to be clear, I haven't asked for a reimbursement. You don't have a claim. You've never had a claim submitted to you. If you, if I did, I would submit it to you as a Non-Certified per your own Ordinance for late fees and penalties. That's how I would submit it. Just to be completely transparent with you. At this point, I'm saying, you know, if you're going, if it means you will enforce policy with me and then in every other situation when things are approved that per policy they shouldn't be. So, you can tell me to submit a claim to you.

Commissioner Johnson: I think it depends on the situation.

Auditor Stevens: Pardon me?

Commissioner Johnson: I think it depends on the situation. I mean you can't, we can't make a blanket statement like that, Deb. I mean if somebody's at fault or negligent, then by all means, I feel that maybe they should learn a lesson. But, if it's through no fault of their own...

Auditor Stevens: Yes, right.

Commissioner Johnson: We should not hold that person accountable.

Auditor Stevens: And I agree with that. We simply follow your Ordinance for late fees and penalties.

Commissioner Johnson: And that's black and white.

Auditor Stevens: It's always your claim to approve. Ultimately, they're always yours to approve or disapprove.

Commissioner Phillippe: I apologize. I'm still a little confused. So, if you sent payment on the 12th and it didn't get there because of the post office. You're saying you paid it with your own personal debit or credit card.

Auditor Stevens: Correct.

Commissioner Phillippe: Why did it also come out of our budget?

Auditor Stevens: That was the check we overnighted.

Commissioner Phillippe: Late fee, the check was for a late fee. Why would you overnight a late fee on top of a late fee?

Roger Emmons: Debbie, let me ask you this.

Commissioner Phillippe: That's what I'm trying to figure out.

Auditor Stevens: I was just trying to help Bobby out of his situation with trying to get his grant paperwork to go through.

Bobby Howard: These agreements, construction agreements, then they said that there was some kind of fee held up in Department of Workforce Development. So, she was trying to get that through. I don't know what the fee was or why we had a fee to begin with in the Department of Workforce Development. Normally, though they're clear.

Commissioner Phillippe: So, you're saying this is basically hanging out in limbo?

Auditor Stevens: It's a credit. We'll use it on our next Department of Workforce Development...

Roger Emmons: Will that show up in the Comm...like the next Budgetary Status Report?

Auditor Stevens: Well, your, the claim, let's say it's for a hundred dollars (\$100.00), we would simply pay less that.

Commissioner Saylor: It will be less that amount.

Auditor Stevens: So, your benefit, you will benefit from it in your budget, yes, of course.

Commissioner Phillippe: That's what we're after.

Auditor Stevens: Yes.

Commissioner Phillippe: Okay. So, that was my question. Anything else?

Auditor Stevens: No, are you asking me to submit a claim?

Commissioner Phillippe: No.

Auditor Stevens: For what I paid?

Commissioner Johnson: I think you should be reimbursed.

Commissioner Saylor: I think you should submit a claim. I don't think you should pay, Debbie. I mean, and I would say I don't care what Office Holder. I don't think that's fair.

Auditor Stevens: Well, I will tell you that the State Legislators believe that, I mean we have State, Indiana Code that says, the Auditor is not held responsible if IRS levies penalties or fees that were not through negligence or, you know, anything intentional. Just simply a situation that, that might occur where a submission gets, for whatever reason, you have someone out sick, whatever, it's a day late. Those penalties and fees are levied. It doesn't matter. They're levied. And there is Indiana Code that says the Auditor should not be responsible for those. Because at some point, some Auditor said to the State Representatives, why is the Auditor, if, you know, if there's some situation that occurs, it's simply a human error, why does the Auditor then pay the penalty, the IRS penalties and fees? So, there is protection in place by Indiana Code for Auditors in those situations. So, just to use for example...

Commissioner Phillippe: I think we need to get everybody else taken care of on the County level. Cause our policy has some things in it that I know Dan doesn't like. And I don't think are right either.

Commissioner Saylor: It's not the fact that I don't like them. It's the fact that I think they're against Federal Law.

Commissioner Phillippe: Right.

Commissioner Saylor: The Wage and Labor Act. Is that not right, Counselor?

Todd Glass: It could be.

Commissioner Saylor: Well, again, I employed people for thirty (30) years and, and I had people make...

Todd Glass: You mean in the policy requiring employees to pay for these sorts of things?

Commissioner Saylor: I don't think we can do it. I just, then again, maybe you can research that.

Commissioner Johnson: Maybe...I agree with Dan.

Todd Glass: I'm, I'm, I'm just, I'd have to look at our policy to see where our policy says that.

Commissioner Phillippe: It does say that.

Commissioner Johnson: It does say that.

Roger Emmons: Yeah, it does.

Auditor Stevens: Yeah.

Commissioner Saylor: Our Handbook.

Auditor Stevens: It says the Department Head is responsible, right.

Commissioner Saylor: Right.

Auditor Stevens: That really was the result of negligence. Because we had a situation that was recurring over and over, month after month where a department was incurring a two hundred and fifty dollar (\$250.00) penalty for late payment. They'd been forgiven, forgiven, and then they ran out of forgiveness with the vendor and the taxpayers ended up paying a two hundred fifty dollar (\$250.00) penalty.

Todd Glass: You have a policy on that on credit card payments. But, I don't know a policy where the Department Heads pay taxes or penalties.

Commissioner Johnson: (Inaudible) look into it.

Todd Glass: (Inaudible) Department of Revenue or IRS, that's what we were talking about.

Auditor Stevens: Well...

Commissioner Saylor: Heather, can you get with John and you guys work that out and look at it? Please?

Commissioner Phillippe: Okay, very good. Sorry for that tangent.

Auditor Stevens: That's alright.

Commissioner Saylor: I still think she needs to be reimbursed.

Commissioner Johnson: I agree.

Commissioner Saylor: That's my opinion.

Auditor Stevens: I'll submit the claim. I'll submit it as Non-Certified. And then per your own Ordinance....

Commissioner Johnson: Then we can deny it.

Auditor Stevens: And then it's up to you all to approve. Okay. Thank you.

Commissioner Phillippe: Thank you.

COUNTY HIGHWAY ENGINEER STATE/LPA BRIDGE INSPECTION AGREEMENT

Commissioner Phillippe: Next item on the agenda is Bobby, our County Highway, Highway Superintendent and Engineer.

Bobby Howard: Thank you. The first item I have is the Indiana Department of Transportation County Bridge Inspection Contract. This is for the amount of two hundred eighty-three thousand two hundred ninety-four dollars and forty-six cents (\$283,294.46). And I would ask approval of this. This is to go towards the Bridge Inspection Contract through 2021 through 2024.

Commissioner Phillippe: I'll entertain a motion.

Commissioner Johnson: Make a motion to approve.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

(INDOT Bridge Inspection Agreement is located on File in the Auditor's Office)

COMMUNITY CROSSINGS MATCHING GRANT PROJECT BID OPENING

Bobby Howard: Next item I have, I believe there's a misprint on the agenda. I think it's the 2020-02 CCMG Project. Maybe it's not, maybe it's 2021-1. We have three (3) timely bids for that project. This project is for bituminous serving for Millersburg Road, Pollack Avenue, Stacer Road, and Sharon Road. And this is all part of the Community Crossings Grant that fifty-fifty (50%/50%) match with the State of Indiana. Do you want to open them? Or you want me to?

Todd Glass: Go right ahead.

Bobby Howard: First one (1) I have is J.H. Rudolph and Company. And it's taped up pretty nicely.

Commissioner Saylor: You've got your Ginsu knife.

Todd Glass: Yes, I didn't bring mine.

Kristine Georges: I'm glad for this right now.

Bobby Howard: I'm glad these (inaudible).

Commissioner Saylor: These shields can do more than just...

Bobby Howard: Let's see, addendum. Grand total for the four (4) projects is one (1)...

Todd Glass: The bidder?

Bobby Howard: Huh?

Todd Glass: The bidder?

Bobby Howard: Yeah, the grand...

Todd Glass: The name of the bidder?

Bobby Howard: J.H. Rudolph. I thought I said that.

Roger Emmons: You did.

Kristine Georges: You did.

Bobby Howard: One million one hundred eighty-four thousand eight hundred and eighty-four dollars and twenty cents (\$1,184,884.20). Again, one million one hundred eighty-four thousand eight hundred and eighty-four dollars and twenty cents (\$1,184,884.20). The next is E & B Paving. The summary for all four (4) projects, all four (4) roadways, grand

total for E & B Paving is one million sixty-four thousand four hundred ninety-one dollars and sixty-eight cents (\$1,064,491.68). Again, that is one million sixty-four thousand four hundred ninety-one dollars and sixty-eight cents (\$1,064,491.68). Last one (1), Metzger Construction, the total bid summary from Metzger Construction Company for the four (4) roadways, one million thirty-seven thousand eight hundred and four dollars (\$1,037,804.00) even. Again, that is one million thirty-seven thousand eight hundred and four dollars (\$1,037,804.00) even. I would like to, due to the time constraint of getting the contracts back to the State, I would like to have this, approve the low bidder subject to responsiveness of the bids. I'm not sure who (inaudible)...

Todd Glass: Well, you would be doing that with Joe or...?

Bobby Howard: Yeah, me and Joe will review those.

Commissioner Phillippe: Alright. I'll, I will entertain said motion.

Commissioner Saylor: I, I will make a motion to go with the lowest bidder on the Community Crossings Project for 2021-01 with the lowest bidder based on Bobby and Joe's evaluation.

Commissioner Johnson: And I'll second it.

Commissioner Phillippe: Very good. I have a first and a second. All in favor signify by saying aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Bobby Howard: I'll also be around after the meeting if anybody wants to look at bid tabs (inaudible).

Commissioner Saylor: You want to call out, just for the record? Do we say Metzger Construction is the lowest bidder?

Commissioner Phillippe: Yeah, for the record, the low bidder appears to be Metzger Construction at one million thirty-seven thousand eight hundred four dollars (\$1,037,804.00) even. Okay, is that all, Bobby?

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

DISTRICT 1 HIGHWAY DEPARTMENT BUILDING

Bobby Howard: I have one (1) more thing. In regards to the District 1 Highway Department Building, I had gotten a couple of proposals for the design of the building to take it through the bid letting for construction. And the, I talked to two (2) bidders, or two (2) firms. It's a service. Morley and Associates and Cash Waggnar and Associates, and the low bidder on that comes to Cash Waggnar teaming up with, I believe it's Lamar LAD Design for a total of thirty-nine thousand dollars (\$39,000.00). So, I'd like to proceed to try to get something done and ready to go to construction and bid out later this year. And I would just recommend going with the low.

Commissioner Saylor: What was Morley? What did they come in at?

Bobby Howard: I'm sorry. Sixty-five thousand eight hundred dollars (\$65,800.00).

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

Commissioner Saylor: I make a motion to approve the low bidder for the P.E. design service for the Highway building in District 1.

Commissioner Johnson: And I'll second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Bobby Howard: That is all I have. Thank you.

Commissioner Phillippe: Thank you.

Commissioner Saylor: Hey, Bobby, can I add one (1) thing to this?

Bobby Howard: Sure.

Commissioner Saylor: Bobby, I would ask that if you could have Morley, or I'm sorry, Cash Waggnar look at solar on that building. And, and, and the payback.

Bobby Howard: Okay.

Commissioner Saylor: I've been, you know, solar is about a five (5) of six (6) year payback and that would, if we would put that on that building, that would, I think the taxpayers would get a good return on their dollar. Not only credits, we get some credits from Vectren, but we can also, you know, I'd like to see it being built as efficient as possible. That's just a suggestion.

Commissioner Phillippe: Good idea.

Bobby Howard: I will look.

Commissioner Phillippe: That's all, Bobby?

Bobby Howard: Yep, that is it. Thank you.

Commissioner Phillippe: Very good.

(Cash Wagner Contract is located on File in the Auditor's Office)

COUNTY PURCHASING QUOTES FOR PROPOSAL FOR ON-SITE TESTING IN WARRICK COUNTY COURTHOUSE FOR AIR QUALITY IMPROVEMENTS

Commissioner Phillippe: Let's see here. Next item is County Purchasing. Joe?

Joe Grassman: Excuse me, Joe Grassman, Purchasing Manager. I guess at your last meeting, you opened and read proposals from environmental companies to do some preliminary, I guess you would call it, scopes and specifications of a project down in the basement of this building to do some examination of the air quality down there. We had three (3) different companies that had sent proposals. The reason it was taken under advisement is that one (1) of them was considerably cheaper than the other two (2). So, I got with all three (3) of these companies last, it was last week. Talked with all three (3) owners or managers. And in my opinion, I'm convinced all three (3) of them had proposed to do the same thing. The reason the one (1) was so much cheaper than the others was that he basically told me he was really wanting to get County business and was just trying to kind of get his foot in the door. Here again, I'm a hundred percent (100%) confident he'll do the same job, just as good a job as the other two (2), but at a considerable savings to the County.

Commissioner Phillippe: Part of that is he's local too. Correct? He doesn't have to travel so far.

Joe Grassman: Newburgh address, yes. So, that company is Orr Environmental Solutions. His quote was for six hundred fifty dollars (\$650.00). And what he's going to do is basically give us a blueprint, a detail, what needs to be done down there to mitigate whatever the situation (inaudible) in place.

Commissioner Johnson: Okay.

Commissioner Phillippe: Very good.

Joe Grassman: From that, then we'll have to bid it again to actually do the work.

Todd Glass: Mr. President, may I? And sufficient experience and background in the area?

Joe Grassman: His experience?

Todd Glass: Right.

Joe Grassman: I don't have that particularly. I just, from, from, I just got, I talked to him on the phone. And from our conversation, it sounded to me, of course I'm not an expert, but in my opinion, he sounded very knowledgeable. And...

Todd Glass: I just want the Board to get a result that they can rely upon.

Joe Grassman: Well, like I said, yeah, he, I was convinced that he knew what he was going to do and how to do it and the result would be just the same as, the same result that would cost ten (10) times more.

Commissioner Saylor: Joe?

Joe Grassman: Yes?

Commissioner Saylor: You know, there were two (2) or three (3) that did the walkthrough, contractors to do the remediation.

Joe Grassman: Right.

Commissioner Saylor: Have you reached out to those vendors to see if they know about this individual or anything? Or could you? I mean I'm not opposed to approving it based on you maybe just, maybe kind of...

Commissioner Johnson: Yeah, reputation.

Commissioner Saylor: Just make sure his reputation, in other words, I don't want to do this, we approve it. And then they say, we don't use his stuff.

Joe Grassman: So, well, I feel a little uncomfortable asking maybe other vendors to talk about another vendor. But, I could get some references.

Commissioner Saylor: All's I ask, if you call these vendors and say, would you accept his recommendation? Cause remember they said they're going to be accepting somebody's recommend...

Joe Grassman: Yeah, that's true. That conversation, we did have that conversation.

Commissioner Saylor: Right. So, that's all I ask.

Roger Emmons: Yeah.

Joe Grassman: Yeah.

Commissioner Saylor: So, can we approve it based on Joe reaching out to them on that? Okay, I'll make that motion to approve based on Joe reaching out to the actual remediation vendors who will be doing the work if they'll accept his recommendation.

Joe Grassman: Okay.

Commissioner Johnson: And I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Orr Environmental Services Contract is located on File in the Auditor's Office)

MULZER CRUSHED STONE SET DELIVERY PRICES

Joe Grassman: I would ask you please if I could do, grant one (1) more item that wasn't on the agenda.

Commissioner Phillippe: Sure.

Joe Grassman: I reached out to Mulzer Crushed Stone and asked them to send me a price list, price of materials that would be delivered to the County instead of us picking them up. Which, they did. I asked them to put that in the form of an addendum to our existing contract. Cleaned up a little bit of language on the original contract. On the Original contract it said that these prices were subject to change at any time. I got him to, I got him to cross that out because on the contract Todd had written up, it says that we have a one (1) year term. So, he took off the, the language about having, being able to change prices at any time and honored the one (1) year term. And basically, the prices, they just did it by, did it by Township and it's basically, so much a ton more than our existing contract price. So, I have, I have their, I actually went in and put some signature lines on the bottom of it, so it's ready for signatures from the Commissioners. And I'll send it to their, Kevin Kain, the representative from Mulzer. He can, he can sign it.

Todd Glass: I'm sorry, Joe. Is this for different materials than what's in our contract?

Commissioner Saylor: It's just for delivery. The delivery of.

Bobby Howard: The reason for this is we occasionally have to have rock or, us, we usually have to have sand delivered during the winter when we have our spreaders in. We also have to have rock delivered for chip and seal when our trucks are busy chip and sealing other roads. We have to have base rock brought on other roads. I know Scales Lake occasionally has rock brought in. So, this kind of cleans it up, so that we have some contractual line items to go with the Auditor's Office when the bids are brought in and compared to, to know what our contractual service is since it's just FOB usually. We've asked that they add the increase per ton.

Todd Glass: So, would this be an addendum to our existing...?

Joe Grassman: That's how I had him put it together, yes.

Commissioner Phillippe: Do you need to see that first?

Todd Glass: No, no, I have seen that. I, I, was just thinking through the original awarding of the contract and how that fits into the original wording of the contract. And does it follow the same term as our original contract to the end of the year? Or something like that?

Joe Grassman: Yes. Yes, the same. Yes.

Commissioner Phillippe: Very good. I will entertain a motion to approve.

Commissioner Johnson: I make that motion to approve.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Joe Grassman: Alright. That's all I have. Thank you.

Commissioner Phillippe: Thank you, Joe.

Commissioner Saylor: Thank you, Joe.

(Mulzer Addendum is located on Page 19 of these Official Minutes)

COUNTY SHERIFF

Commissioner Phillippe: Next item, Sheriff, do you have anything?

Sheriff Wilder: I have nothing.

Commissioner Phillippe: Very good.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Phillippe: Commissioners, anything?

Roger Emmons: Gotcha.

Commissioner Phillippe: Dan?

Commissioner Saylor: No, Sir. I thought we did have something? You didn't have anything? I guess not. I don't.

Commissioner Phillippe: Alright, I'll entertain a motion to adjourn.

Commissioner Johnson: So moved.

Commissioner Saylor: Second.

Commissioner Phillippe: And I will say, all in favor say, aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 5:02 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



534 Mozart Street • P.O. Box 240 • Tell City, Indiana 47586-0240
Office Phone: 317.847.7021
Fax: 317.847.7021

March 5, 2021

Warrick County Highway Dept.
Attn: Joe Grassman Purchasing Manager
555 Roth Road
Boonville, IN 47601

Gentlemen,

Listed below are your prices that will become effective January 1, 2021.

Stone #	F.O.B. Date	F.O.B. Newburgh	F.O.B. Rockport
Stone #5.3, 7.3	\$18.55	\$16.70	\$16.95
Stone #1, 2, 4, 5, 7	\$19.55	\$17.25	\$18.00
Stone #8	\$20.05	\$17.90	\$18.55
Stone #10	\$21.35	\$19.75	\$20.05
Stone #12	\$23.20	\$20.65	\$21.00
Rip Rip, 12" - 18"	N/A	\$21.05	\$21.45
Fill Sand	\$15.10	\$11.15	\$11.50



534 Mozart Street • P.O. Box 240 • Tell City, Indiana 47586-0240
Office Phone: 317.847.7021
Fax: 317.847.7021

Addendum 1

Delivery pricing by township (per ton):

Township	Newburgh	Rockport
Cunpbell	4.55	NA
St. Ohio	5.05	NA
Anderson	5.65	5.65
Boon	5.65	5.65
Greer	5.65	NA
Laurel	5.95	5.95
Pigeon	NA	5.95

All pricing is FOB Mulzer location unless otherwise stated.

You have been quoted a preferred discount status on your price schedule. This discount is based on your good credit and our experience with your account. Terms are payment in full by the 20th of the month following invoice date.

We sincerely appreciate your business. Good luck and have a prosperous 2021!

WARRICK COUNTY BOARD OF COMMISSIONERS

Robert Johnson
President
Robert Johnson, VP
Dan Saylor, Member

Date: 3/8/2021

Date: 3/8/2021

Date: 3/8/2021

MULZER CRUSHED STONE, INC.

Sales Rep or Authorized Agent

Date: 3/8/21



ANDY EASLEY ENGINEERING, INC.

21442
10000
INDIANA REGISTRATION NO. 21442

March 13, 2018

Updated: February 8, 2021

Replat of Lot 78

Ohio Township, Warrick County, Indiana

This is to certify that all basic storm drainage system improvements have been installed in subject subdivision as listed below.

CERTIFICATE OF COMPLETION
STORM DRAINAGE SYSTEM

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXT.
1.	Rework existing Ditch	completed	500/L.F	\$0.00
16.	Erosion Control L.S.	L.S.	\$0.00	\$0.00
17.	Contingency	15 %	\$0.00	\$0.00
TOTAL				\$0.00



Dean Wilson
President
Member
Auditor
Date: 3/8/21

INDIANA REGISTRATION NO. 21442

ATTEST:

John Saylor
Auditor
Date: 3/8/21

\$5,000 for drainage
Phillips N East
3-8-21

FILED
FEB 18 2021
ANDY EASLEY ENGINEERING



Warrick County Commissioners
Court House
Boonville, Indiana 47635

RE: GRUMP'S RANCH

We request that no street plans be required for this division.

Sincerely,

Mark Chamness
Mark Chamness, PLS

BOARD OF COMMISSIONERS:

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

ATTEST:

Auditor: *[Signature]*
 Date: *[Signature]*

FILED
JAN 29 2021
WARRICK COUNTY CLERK



APPROVED MAR 08 2021

MAR 31 2021

We have prepared a quote for you
SMS Renewal
 Quote # 002394 v1

Prepared for:
Warrick County Commissioners

Prepared by:
Ty Eblen

February 24, 2021

Monthly Services

DESCRIPTION	ESTIMATED MONTHLY AMOUNT	PERIOD	ANNUAL ESTIMATE
<p>Monthly Server & Systems SMS Provides and manages staff for systems maintenance based on the following schedule: 24 hours per week for server maintenance Services provided from February 2021 - February 2023</p> <p><small>Price covers about 2400 hours from February 2021 - February 2023. This includes all labor, materials, and travel. It also includes all software licenses and hardware. This quote is based on a standard 24-hour per week schedule. It does not include any additional services or materials that may be required. This quote is based on a standard 24-hour per week schedule. It does not include any additional services or materials that may be required.</small></p>	\$1,184.00	12	\$14,208.00



KS Statement of Work

Prepared by:
Keller Schroeder Account Manager
Jason Jung, Systems Consultant
Erin Nailita, Director, Infrastructure Operations

Project Statement

Keller Schroeder (herein referred to as "KS") will provide Warrick County Commissioners (herein referred to as "Client") Systems Consulting as required to perform the tasks outlined below with respect to proactive planning, systems administration, information systems architecture, and best practice recommendations.

System Administration Support Tasks

These tasks are scheduled in advance on a per visit basis for the duration of the agreement unless noted otherwise in the description. KS will provide a summary document after each visit to indicate the status of the findings.

- Perform health checks and remediate:
o Server patching
o Server patching

Nutanix

- Check logs
- Notify client of alerts

Workstations

- Perform health checks and remediate:
o Server patching
o Resolve issues as they arise

SonicWALL Firewall

- OS upgrade
- Perform patching, and install OS
- Reboot firewall

- Configuration Audit
- Make policy changes based on findings



VMware Virtualization

- Perform health checks and remediation for the following:
o Check hardware health status of ESXi hosts in vCenter
o Verify High Availability (HA) health for the ESXi cluster
o Review datastore capacities and usage, as necessary
o Review vCenter alarms and address issues, as necessary
o Run vCenter Orchestrated snapshots, VMs, or vmdks.

- Mounted VM nearly full
- Identify mounted ISOs or CDROMs
- Check date/time to verify it is current and in sync with NFS server
- Review CPU and memory utilization and performance of VMs hosts
- Review CPU and memory utilization and performance of VMs hosts

- Plan/prepare for patching (check compatibility, schedule maintenance windows, download patches, prepare upgrade procedure)
o Perform any necessary patching of the following:
o vSphere (Server Virtualization)
o ESX/ESXi
o ESX/ESXi

Summary and Recommendations

- Document findings, remediation tasks performed, upgrades performed, recommendations, etc.
- Provide a deliverable summary of systems status after each visit, including upgrades performed, remediation tasks performed, recommendations for improvements and areas of concern. This will include reviewing backups and overall infrastructure health each visit at the frequencies noted in the Summary or Costs description.
- Provide technical input on design and architecture decisions being considered by client.

Additional Tasks

- Participate in strategic systems and network design sessions to provide input on appropriate technical considerations.
- Provide implementation and support services as schedule allows after completion of recurring tasks for KS projects being performed at Client location during the duration of this agreement.



Keller Schroeder Assumptions

- 1. Tasks undertaken by KS personnel will be performed at the client's location(s) or at the KS offices as determined appropriate by the engineering resources assigned to the project.
2. KS will provide engineering and technical leadership to accomplish the tasks outlined below.
3. KS will depend on the Client to provide the necessary physical & system access needed to perform the identified task. This will include Administrator level access to systems, either by means of the Administrator account or a separate account with Administrator privileges.
4. Client will coordinate any 3rd party resources as required to complete tasks associated with proactive system administration.
5. Client retains all responsibility for all system backups.
6. This scope of work covers only systems existing in production environments at the time of the approval of this agreement. Addition of new systems could result in an increase in the monthly cost.
7. Client is responsible for ensuring KS primary contact for this statement of work is appropriately engaged and informed regarding operations and maintenance activities. Lack of appropriate information regarding strategic goals or business requirements could result in less than optimal design and support recommendations or practices.
8. Client will be responsible for providing appropriate workspace for KS systems administrator while on-site. This includes network connectivity, internet connectivity, and access to a telephone.
9. This agreement is limited in scope to systems which are in production at the date of approval. Addition of new systems or network hardware could result in an increase in monthly cost.
10. KS will offer Quarterly Business Review meetings with the Client as an overview of the health of the environment.

Warrick County Commissioners Assumptions

- 1. If requirements dictate needs beyond the scope of the outlined KS assumptions, Client will coordinate with the on-site KS engineers and the Account Manager to draft additional Statements of Work for those specific project needs. Upon approval of the additional SOW, KS will deploy additional technical staff specifically for those projects.
2. KS will provide the same engineering staff to the greatest extent possible for the duration of this agreement to maximize the benefits of familiarity with the Client environment.
3. Client will be able to submit, update, and view history for all of the Client's support tickets opened with Keller Schroeder for the duration of this agreement using email or the Keller Schroeder support portal. Access to the support portal will be provided for a list of users provided by the Client.
4. Client reserves the right to cancel this agreement at any time with (30) days' notice to Keller Schroeder of the intent to terminate the agreement.
5. Keller Schroeder participates in the E-Verify Program (I.C. 22-5-1-7). Keller Schroeder provides the Social Security Number (SSN) to the Department of Homeland Security (DHS) with information from each new employee's Form I-9 to confirm work authorization.



SMS Renewal



Prepared by:
Evansville
Ty Eblen
(812) 735-4754
teblen@kellerschroeder.com

Prepared for:
Warrick County Commissioners
107 W. Locust St.
Boonville, IN 47601
(812) 807-8180
gwhehan@warrickcounty.gov

Quote Information:
Quote #: 002394
Version: 1
Delivery Date: 02/10/2021
Expiration Date: 03/03/2021

Annual Expenses Summary

Monthly Services	Annual Total:
Monthly Services	\$14,208.00
	\$14,208.00

Pricing subject to change at any time. MASH Networks is a Managed Service Provider (MSP) for any other service unless otherwise noted. Keller Schroeder Network Solutions Group (NSG) services are available on an hourly rate basis plus travel and expenses. Proper assumes proper cabling is already in place. Services are available on an hourly rate basis plus travel and expenses. Restocking fees will apply to any network equipment returned to MASH Networks. Price is subject to change. By signing this electronically, Client agrees to services hours and associated costs within the Statement of Work.

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

Evansville

Signature:
Name: Ty Eblen
Title: Select Account Manager
Date: 02/10/2021

Warrick County Commissioners

Signature:
Name: Guy Whelan
Date: 02-13-21

Services Agreement

County of Warrick County

Attn: Guy Whelan

Warrick County Judicial Center
One County Square
Boonville, IN 47601



- Managed IT Services
- VPN Install
- Remote Assistance
- Security Analysts
- Anti-Virus
- Cable Management
- Upgrades
- Network Administration
- Firewall
- Firewall and Security
- E-mail Support
- Hardware Monitoring
- CCTV & IP Camera management
- Disaster Recovery



mash-networks.com
812-618-0825

915 Main St., Suite 207 • Evansville, IN 47708

MASH Networks IT Managed Service Maintenance Agreement

MASH Networks is pleased to provide Warrick County, with contracted Information Technology (IT) support services designed to meet your organization's specific needs. Under this Agreement, you authorize MASH Networks to access, install, diagnose, support, maintain, repair, and/or upgrade your IT products and systems and you agree to pay for such work in accordance with the terms and conditions of this Agreement.

This Agreement covers all of Warrick County owned and operated IT infrastructure up to and including servers, workstations, network hardware and peripherals located throughout the county of Warrick County. This agreement covers, as needed, services to be completed under the direction and supervision of the Warrick County IT Department.

Rates

Network Engineer	\$80.00 per Hour
Tier 1 Support	\$45.00 per Hour

Project Scope

Aid in the installation and configuration of 50 PC's and Monitors
Throughout the judicial center of Warrick County, Indiana



This agreement covers the primary address defined in this agreement. If elected, MASH Networks will ensure a good and proper backup of all critical data is performed and maintained on a external device for the restoration or reconstruction of any and all lost files, data, or programs, in conjunction to our business service for you. This is included in the set-up fee.

Unless otherwise specified MASH Networks does not warrant any hardware or software supplied to you outside of the manufacturer's coverage. You will be responsible for fulfilling all terms and conditions of such warranty and you will be responsible for any and all costs of such warranty. This Agreement does not alter the original limited warranty provided by any third party in the fulfillment of such warranty. This Agreement does not alter the original limited warranty will govern such work.

MASH Networks is not liable for any client errors or any configuration changes made by you to the Network or any hardware supplied. MASH Networks is not wavy responsible for any services provided by any third party, such as hardware, software, or services provided by any third party. MASH Networks does not warrant products or services provided by any third party. You will be responsible for paying any, and all products purchased, licent from, lease, service, or other fees charged by a third party. MASH Networks does not warrant products or services against criminal, malicious, or intentional breach.

In all cases, MASH Networks will make every effort to respond promptly to your needs as they arise. Of course, MASH Networks will make every effort to respond to your needs as they arise. MASH Networks will be accessed through a designated Client Tool that will be the method of contact with MASH Networks. In most cases, the designated account tool will be the representative onsite for any problems that arise and will also be the designated tool that monitors IT infrastructure offsite.

Customer agrees to pay monthly service and support fees as and when due, as specified in our Invoicing by either check, Credit Card, or under a ACH transfer. Any fees remaining unpaid for more than thirty (30) days will be more than sixty (60) days, MASH Networks reserves the right to suspend service beginning on the 31st work after giving customer written or electronic (e-mail) notice. MASH Networks shall be entitled to recover any costs or expenses, including reasonable legal fees, incurred in the collection of fees which are delinquent under this Agreement.

Customer and/or MASH Networks reserves the right to alter or terminate this Agreement immediately, upon breach of this Agreement. MASH Networks reserves the right to terminate this Agreement immediately, upon breach of this Agreement. The termination of this Agreement shall not relieve you of any liability for payment of such fees, including the further accrual of interest thereon, or our costs, expenses, and/or legal fees. Unless you supply us with notice of termination of this Agreement not less than thirty (30) days prior to the termination of this Agreement, this Agreement shall automatically renew for an additional, like Term of Service.

Customer understands that the monthly service fee is based upon this Agreement expiring for its full term or months and each renewal period thereafter. Therefore, in the event of an early termination of this Agreement during the initial period set forth in this Agreement, the parties agree to pay any, and all fees due at time of termination.

MASH Networks, LLC - 915 Main St, Suite 207 - Evansville, IN 47708

MASH Networks shall not be liable to the customer or any other third party for any consequential, indirect, special, incidental, reliance, or exemplary damages arising out of or relating to this Agreement whether foreseeable or unforeseeable, and whether based on breach of any express or implied warranty, breach of contract, negligence, strict liability in tort, or other cause of action (including but not limited to damages for loss of data, goodwill, profits, investments, use of money, or use of facilities; interruption in use or availability of data; stoppage of other work or impairment of other assets; or labor claims), even if such party has been advised of the possibility of such damages. Each party acknowledges that the limitations of liability contained in this herein reflect the allocation of risk set forth in the Agreement.

This Agreement is made and governed under the laws of the State of Indiana, and any action to construe or enforce its provisions shall be brought in court located in Warrick County, Indiana, to which jurisdiction the parties hereby consent. Customer agrees to waive trial by jury as to any collection efforts, which may be initiated by MASH Networks. Should any provision of the Agreement be found unenforceable, such finding shall not affect the whole or remaining portions of this Agreement, all of which shall continue in force and effect.

EXECUTED the 5 day of March, 2021 in Warrick County, Indiana

To Commence on the 5 day of March, 2021

County of Warrick County

Company Name



Terry Phillips

Printed Name

President, Warrick County Board of

Commissioners

Title

Mash Networks, LLC

Company Name



Signature

Terry Phillips

Printed Name

President

Title

MASH Networks, LLC - 915 Main St, Suite 207 - Evansville, IN 47708

MASH Networks shall not be liable to the customer or any other third party for any consequential, indirect, special, incidental, reliance, or exemplary damages arising out of or relating to this Agreement whether foreseeable or unforeseeable, and whether based on breach of any express or implied warranty, breach of contract, negligence, strict liability in tort, or other cause of action (including but not limited to damages for loss of data, goodwill, profits, investments, use of money, or use of facilities; interruption in use or availability of data; stoppage of other work or impairment of other assets; or labor claims), even if such party has been advised of the possibility of such damages. Each party acknowledges that the limitations of liability contained in this herein reflect the allocation of risk set forth in the Agreement.

This Agreement is made and governed under the laws of the State of Indiana, and any action to construe or enforce its provisions shall be brought in court located in Warrick County, Indiana, to which jurisdiction the parties hereby consent. Customer agrees to waive trial by jury as to any collection efforts, which may be initiated by MASH Networks. Should any provision of the Agreement be found unenforceable, such finding shall not affect the whole or remaining portions of this Agreement, all of which shall continue in force and effect.

EXECUTED the 5 day of March, 2021 in Warrick County, Indiana

To Commence on the 5 day of March, 2021

County of Warrick County

Company Name



Terry Phillips

Printed Name

President, Warrick County Board of

Commissioners

Title

Mash Networks, LLC

Company Name



Signature

Terry Phillips

Printed Name

President

Title

MASH Networks, LLC - 915 Main St, Suite 207 - Evansville, IN 47708

ORDINANCE 2021-15

ORIGINAL

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA ESTABLISHING THE WEIGHTS AND MEASURES FUND

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

WHEREAS, Chapter 112 of the Warrick County, IN Code of Ordinances regulates weights and measures in Warrick County;

WHEREAS, Section 112.08(C) of the Warrick County, IN Code of Ordinances authorizes the establishment of a dedicated, non-reverting fund into which any and all fines collected from violations of Chapter 112 shall be deposited;

WHEREAS, the Board of Commissioners of Warrick County has determined there is a need to establish a Weights and Measures Fund for the purpose of collecting and paying damages recovered from violations of Chapter 112 to be used for capital purchases of the Warrick County Weights and Measures Department, as well as to cover the costs of administering and enforcing Chapter 112 of the Warrick County, IN Code of Ordinances.

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

The Code of Ordinances of Warrick County, Indiana, is hereby amended to include a new Section 37.25, entitled "Weights and Measures Fund", as follows:

(A) The Board of Commissioners of Warrick County hereby establishes the Weights and Measures Fund, to be used for capital purchases of the Warrick County Weights and Measures Department, subject to appropriation of funds by the Warrick County Council, as well as to cover the costs of administering and enforcing Chapter 112 of the Warrick County, IN Code of Ordinances.

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

This Ordinance shall be effective upon passage.

[Remainder of page intentionally left blank]

ORDINANCE 2021-15

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 8th day of March, 2021.

WARRICK COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

Table with 5 columns: Financial Item, Amount, Percentage, Total, and Remarks. Rows include Warrick County of Child Care, Warrick County of Child Support, Warrick County of Child Welfare, Warrick County of Child Abuse, and Warrick County of Child Neglect.

I hereby certify that each of the above listed vouchers met the provisions of the title attached thereto, on the date indicated therein, correct and I have audited same in accordance with IC 5-1-33-1 & 5-1-33-2 permits the governing body to sign the accounts payable vouchers correct, in the total amount of \$3,634.73. Done at this date of

Deborah K. Stevens, Auditor signature and title.

Non-Certified - Warrick County Claims for Payment
 Commissioner's Meeting Monday, March 8th, 2021

Siegels Uniforms (Health) \$ 1,427.40 No employee names given.
 Office Depot (Highway) \$ 243.70 Cups, water

 Total: \$ 1,669.10

Terry Phillips, President
[Signature]
 Bob Johnson, Vice President
[Signature]
 Dan Saylor, Member
[Signature]
 Debbie Stevens, Auditor
[Signature]

Account Number	Account Name	Amount	Account Number	Account Name	Amount
211000001	ALABAMA CAPITAL SERVICES	100.00	010000001	General	100.00
211000002	AMERICAN EXPRESS	100.00	010000002	General	100.00
211000003	AMERICAN EXPRESS	100.00	010000003	General	100.00
211000004	AMERICAN EXPRESS	100.00	010000004	General	100.00
211000005	AMERICAN EXPRESS	100.00	010000005	General	100.00
211000006	AMERICAN EXPRESS	100.00	010000006	General	100.00
211000007	AMERICAN EXPRESS	100.00	010000007	General	100.00
211000008	AMERICAN EXPRESS	100.00	010000008	General	100.00
211000009	AMERICAN EXPRESS	100.00	010000009	General	100.00
211000010	AMERICAN EXPRESS	100.00	010000010	General	100.00
211000011	AMERICAN EXPRESS	100.00	010000011	General	100.00
211000012	AMERICAN EXPRESS	100.00	010000012	General	100.00
211000013	AMERICAN EXPRESS	100.00	010000013	General	100.00
211000014	AMERICAN EXPRESS	100.00	010000014	General	100.00
211000015	AMERICAN EXPRESS	100.00	010000015	General	100.00
211000016	AMERICAN EXPRESS	100.00	010000016	General	100.00
211000017	AMERICAN EXPRESS	100.00	010000017	General	100.00
211000018	AMERICAN EXPRESS	100.00	010000018	General	100.00
211000019	AMERICAN EXPRESS	100.00	010000019	General	100.00
211000020	AMERICAN EXPRESS	100.00	010000020	General	100.00
211000021	AMERICAN EXPRESS	100.00	010000021	General	100.00
211000022	AMERICAN EXPRESS	100.00	010000022	General	100.00
211000023	AMERICAN EXPRESS	100.00	010000023	General	100.00
211000024	AMERICAN EXPRESS	100.00	010000024	General	100.00
211000025	AMERICAN EXPRESS	100.00	010000025	General	100.00
211000026	AMERICAN EXPRESS	100.00	010000026	General	100.00
211000027	AMERICAN EXPRESS	100.00	010000027	General	100.00
211000028	AMERICAN EXPRESS	100.00	010000028	General	100.00
211000029	AMERICAN EXPRESS	100.00	010000029	General	100.00
211000030	AMERICAN EXPRESS	100.00	010000030	General	100.00
211000031	AMERICAN EXPRESS	100.00	010000031	General	100.00
211000032	AMERICAN EXPRESS	100.00	010000032	General	100.00
211000033	AMERICAN EXPRESS	100.00	010000033	General	100.00
211000034	AMERICAN EXPRESS	100.00	010000034	General	100.00
211000035	AMERICAN EXPRESS	100.00	010000035	General	100.00
211000036	AMERICAN EXPRESS	100.00	010000036	General	100.00
211000037	AMERICAN EXPRESS	100.00	010000037	General	100.00
211000038	AMERICAN EXPRESS	100.00	010000038	General	100.00
211000039	AMERICAN EXPRESS	100.00	010000039	General	100.00
211000040	AMERICAN EXPRESS	100.00	010000040	General	100.00
211000041	AMERICAN EXPRESS	100.00	010000041	General	100.00
211000042	AMERICAN EXPRESS	100.00	010000042	General	100.00
211000043	AMERICAN EXPRESS	100.00	010000043	General	100.00
211000044	AMERICAN EXPRESS	100.00	010000044	General	100.00
211000045	AMERICAN EXPRESS	100.00	010000045	General	100.00
211000046	AMERICAN EXPRESS	100.00	010000046	General	100.00
211000047	AMERICAN EXPRESS	100.00	010000047	General	100.00
211000048	AMERICAN EXPRESS	100.00	010000048	General	100.00
211000049	AMERICAN EXPRESS	100.00	010000049	General	100.00
211000050	AMERICAN EXPRESS	100.00	010000050	General	100.00
211000051	AMERICAN EXPRESS	100.00	010000051	General	100.00
211000052	AMERICAN EXPRESS	100.00	010000052	General	100.00
211000053	AMERICAN EXPRESS	100.00	010000053	General	100.00
211000054	AMERICAN EXPRESS	100.00	010000054	General	100.00
211000055	AMERICAN EXPRESS	100.00	010000055	General	100.00
211000056	AMERICAN EXPRESS	100.00	010000056	General	100.00
211000057	AMERICAN EXPRESS	100.00	010000057	General	100.00
211000058	AMERICAN EXPRESS	100.00	010000058	General	100.00
211000059	AMERICAN EXPRESS	100.00	010000059	General	100.00
211000060	AMERICAN EXPRESS	100.00	010000060	General	100.00
211000061	AMERICAN EXPRESS	100.00	010000061	General	100.00
211000062	AMERICAN EXPRESS	100.00	010000062	General	100.00
211000063	AMERICAN EXPRESS	100.00	010000063	General	100.00
211000064	AMERICAN EXPRESS	100.00	010000064	General	100.00
211000065	AMERICAN EXPRESS	100.00	010000065	General	100.00
211000066	AMERICAN EXPRESS	100.00	010000066	General	100.00
211000067	AMERICAN EXPRESS	100.00	010000067	General	100.00
211000068	AMERICAN EXPRESS	100.00	010000068	General	100.00
211000069	AMERICAN EXPRESS	100.00	010000069	General	100.00
211000070	AMERICAN EXPRESS	100.00	010000070	General	100.00
211000071	AMERICAN EXPRESS	100.00	010000071	General	100.00
211000072	AMERICAN EXPRESS	100.00	010000072	General	100.00
211000073	AMERICAN EXPRESS	100.00	010000073	General	100.00
211000074	AMERICAN EXPRESS	100.00	010000074	General	100.00
211000075	AMERICAN EXPRESS	100.00	010000075	General	100.00
211000076	AMERICAN EXPRESS	100.00	010000076	General	100.00
211000077	AMERICAN EXPRESS	100.00	010000077	General	100.00
211000078	AMERICAN EXPRESS	100.00	010000078	General	100.00
211000079	AMERICAN EXPRESS	100.00	010000079	General	100.00
211000080	AMERICAN EXPRESS	100.00	010000080	General	100.00
211000081	AMERICAN EXPRESS	100.00	010000081	General	100.00
211000082	AMERICAN EXPRESS	100.00	010000082	General	100.00
211000083	AMERICAN EXPRESS	100.00	010000083	General	100.00
211000084	AMERICAN EXPRESS	100.00	010000084	General	100.00
211000085	AMERICAN EXPRESS	100.00	010000085	General	100.00
211000086	AMERICAN EXPRESS	100.00	010000086	General	100.00
211000087	AMERICAN EXPRESS	100.00	010000087	General	100.00
211000088	AMERICAN EXPRESS	100.00	010000088	General	100.00
211000089	AMERICAN EXPRESS	100.00	010000089	General	100.00
211000090	AMERICAN EXPRESS	100.00	010000090	General	100.00
211000091	AMERICAN EXPRESS	100.00	010000091	General	100.00
211000092	AMERICAN EXPRESS	100.00	010000092	General	100.00
211000093	AMERICAN EXPRESS	100.00	010000093	General	100.00
211000094	AMERICAN EXPRESS	100.00	010000094	General	100.00
211000095	AMERICAN EXPRESS	100.00	010000095	General	100.00
211000096	AMERICAN EXPRESS	100.00	010000096	General	100.00
211000097	AMERICAN EXPRESS	100.00	010000097	General	100.00
211000098	AMERICAN EXPRESS	100.00	010000098	General	100.00
211000099	AMERICAN EXPRESS	100.00	010000099	General	100.00
211000100	AMERICAN EXPRESS	100.00	010000100	General	100.00

Table with 4 columns: Item Number, Description, Amount, and Balance Forward. Includes various items like 'Warrick County Board of Commissioners Meeting Minutes', 'Warrick County Board of Commissioners Meeting Minutes', 'Warrick County Board of Commissioners Meeting Minutes', etc.

Table with 4 columns: Item Number, Description, Amount, and Balance Forward. Includes various items like 'Warrick County Board of Commissioners Meeting Minutes', 'Warrick County Board of Commissioners Meeting Minutes', 'Warrick County Board of Commissioners Meeting Minutes', etc.

Table with 4 columns: Item Number, Description, Amount, and Balance Forward. Includes various items like 'Warrick County Board of Commissioners Meeting Minutes', 'Warrick County Board of Commissioners Meeting Minutes', 'Warrick County Board of Commissioners Meeting Minutes', etc.

Item No.	Vendor Name	Item Description	Quantity	Unit Price	Total Price
37832821	Warwick County	...	...	...	...
37832822	Warwick County	...	...	...	...
37832823	Warwick County	...	...	...	...
37832824	Warwick County	...	...	...	...
37832825	Warwick County	...	...	...	...
37832826	Warwick County	...	...	...	...
37832827	Warwick County	...	...	...	...
37832828	Warwick County	...	...	...	...
37832829	Warwick County	...	...	...	...
37832830	Warwick County	...	...	...	...
37832831	Warwick County	...	...	...	...
37832832	Warwick County	...	...	...	...
37832833	Warwick County	...	...	...	...
37832834	Warwick County	...	...	...	...
37832835	Warwick County	...	...	...	...
37832836	Warwick County	...	...	...	...
37832837	Warwick County	...	...	...	...
37832838	Warwick County	...	...	...	...
37832839	Warwick County	...	...	...	...
37832840	Warwick County	...	...	...	...
37832841	Warwick County	...	...	...	...
37832842	Warwick County	...	...	...	...
37832843	Warwick County	...	...	...	...
37832844	Warwick County	...	...	...	...
37832845	Warwick County	...	...	...	...
37832846	Warwick County	...	...	...	...
37832847	Warwick County	...	...	...	...
37832848	Warwick County	...	...	...	...
37832849	Warwick County	...	...	...	...
37832850	Warwick County	...	...	...	...
37832851	Warwick County	...	...	...	...
37832852	Warwick County	...	...	...	...
37832853	Warwick County	...	...	...	...
37832854	Warwick County	...	...	...	...
37832855	Warwick County	...	...	...	...
37832856	Warwick County	...	...	...	...
37832857	Warwick County	...	...	...	...
37832858	Warwick County	...	...	...	...
37832859	Warwick County	...	...	...	...
37832860	Warwick County	...	...	...	...
37832861	Warwick County	...	...	...	...
37832862	Warwick County	...	...	...	...
37832863	Warwick County	...	...	...	...
37832864	Warwick County	...	...	...	...
37832865	Warwick County	...	...	...	...
37832866	Warwick County	...	...	...	...
37832867	Warwick County	...	...	...	...
37832868	Warwick County	...	...	...	...
37832869	Warwick County	...	...	...	...
37832870	Warwick County	...	...	...	...
37832871	Warwick County	...	...	...	...
37832872	Warwick County	...	...	...	...
37832873	Warwick County	...	...	...	...
37832874	Warwick County	...	...	...	...
37832875	Warwick County	...	...	...	...
37832876	Warwick County	...	...	...	...
37832877	Warwick County	...	...	...	...
37832878	Warwick County	...	...	...	...
37832879	Warwick County	...	...	...	...
37832880	Warwick County	...	...	...	...
37832881	Warwick County	...	...	...	...
37832882	Warwick County	...	...	...	...
37832883	Warwick County	...	...	...	...
37832884	Warwick County	...	...	...	...
37832885	Warwick County	...	...	...	...
37832886	Warwick County	...	...	...	...
37832887	Warwick County	...	...	...	...
37832888	Warwick County	...	...	...	...
37832889	Warwick County	...	...	...	...
37832890	Warwick County	...	...	...	...
37832891	Warwick County	...	...	...	...
37832892	Warwick County	...	...	...	...
37832893	Warwick County	...	...	...	...
37832894	Warwick County	...	...	...	...
37832895	Warwick County	...	...	...	...
37832896	Warwick County	...	...	...	...
37832897	Warwick County	...	...	...	...
37832898	Warwick County	...	...	...	...
37832899	Warwick County	...	...	...	...
37832900	Warwick County	...	...	...	...

I hereby certify that each of the above listed vendors and the invoice, or the bills attached thereto, are true and correct and I have audited same in accordance with the body in following: We have examined the vouchers issued therefor for the account payable voucher register in full of invoice and bills for the period ending 3/31/21


 Matthew Sweeney, Auditor

Prescribed by the State Board of Accounts 1046 County Form No. 47-TR
COUNTY TREASURER'S MONTHLY REPORT
 Required by IC 36-2-10-16 and IC 5-13

Month ending February 28, 2021 WARRICK COUNTY

CHARGES:

1 Total Taxes Collected (Not Recipited to Ledger or Refunded).....	\$1,277,010.53
2 Advance Collections of Taxes.....	30.00
3 Advance Drawls.....	30.00
4 Late Collections (Including Late Assessment Penalties).....	30.00
5 Delinquent Payments.....	50.00
6 Surplus Payments.....	50.00
7 Tax Sale Costs.....	30.00
8 Sewerage Collections.....	30.00
9 Weed Control.....	30.00
10 Vehicle License Excise Tax.....	32,150,855.82
11 Heavy Equipment Rental Excise Tax.....	315,428.50
12 Aircraft License Excise Tax.....	387,633.90
13 Auto Rental Excise Tax.....	312,493.34
14 Forest Reserve Tax.....	30.00
15 State Replacement Credit.....	30.00
16 State Replacement Credit.....	30.00
17 Total Balances of all Ledger Accounts - Cash.....	317,229,025.40
18 Total Balances of all Ledger Accounts - Investments.....	31,059,123.33
19 Total Charges.....	322,647,241.95

24 Depository Balance as Shown by Balance of Cash and Depositories Record (List in Detail on Reverse Side)
 25 Invoices for Cash and Depositories Record (Column 12, Line 40) \$ 10,092,551.34
 26 Total Cash on Hand at Close of Month: \$500.00
 Checks, Money Orders, etc \$500.00
 27 Total \$500.00
 28 Cash Short (Add) \$ 12,020,856.24
 29 Cash Long (Deduct) \$ 16,027,004.87
 30 Total \$ 22,043,851.37

RECONCILEMENT WITH DEPOSITORIES

34 Balance in all Depositories Per Daily Balance Record (Line 24 Above) \$48,092,551.34
 35 Outstanding Warrant Checks (Detail by Department) \$189,877.82
 36 Balance in all Depositories per Bank Statements
 37 (Detail on Reverse Side)
 38 (Detail on Reverse Side)
 39 (Detail on Reverse Side)
 40 (Detail on Reverse Side)
 41 (Detail on Reverse Side)
 42 (Detail on Reverse Side)
 43 (Detail on Reverse Side)
 44 (Detail on Reverse Side)
 45 (Detail on Reverse Side)
 46 (Detail on Reverse Side)
 47 (Detail on Reverse Side)
 48 (Detail on Reverse Side)
 49 (Detail on Reverse Side)
 50 (Detail on Reverse Side)
 51 (Detail on Reverse Side)
 52 (Detail on Reverse Side)
 53 (Detail on Reverse Side)
 54 (Detail on Reverse Side)
 55 (Detail on Reverse Side)
 56 (Detail on Reverse Side)
 57 (Detail on Reverse Side)
 58 (Detail on Reverse Side)
 59 (Detail on Reverse Side)
 60 (Detail on Reverse Side)
 61 (Detail on Reverse Side)
 62 (Detail on Reverse Side)
 63 (Detail on Reverse Side)
 64 (Detail on Reverse Side)
 65 (Detail on Reverse Side)
 66 (Detail on Reverse Side)
 67 (Detail on Reverse Side)
 68 (Detail on Reverse Side)
 69 (Detail on Reverse Side)
 70 (Detail on Reverse Side)
 71 (Detail on Reverse Side)
 72 (Detail on Reverse Side)
 73 (Detail on Reverse Side)
 74 (Detail on Reverse Side)
 75 (Detail on Reverse Side)
 76 (Detail on Reverse Side)
 77 (Detail on Reverse Side)
 78 (Detail on Reverse Side)
 79 (Detail on Reverse Side)
 80 (Detail on Reverse Side)
 81 (Detail on Reverse Side)
 82 (Detail on Reverse Side)
 83 (Detail on Reverse Side)
 84 (Detail on Reverse Side)
 85 (Detail on Reverse Side)
 86 (Detail on Reverse Side)
 87 (Detail on Reverse Side)
 88 (Detail on Reverse Side)
 89 (Detail on Reverse Side)
 90 (Detail on Reverse Side)
 91 (Detail on Reverse Side)
 92 (Detail on Reverse Side)
 93 (Detail on Reverse Side)
 94 (Detail on Reverse Side)
 95 (Detail on Reverse Side)
 96 (Detail on Reverse Side)
 97 (Detail on Reverse Side)
 98 (Detail on Reverse Side)
 99 (Detail on Reverse Side)
 100 (Detail on Reverse Side)

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:
 (a) Cash Changes Fund Advanced by County
 (b) Cash Changes Fund Advanced by State
 (c) Uncollected Items on Hand (List on Reverse Side)
 (d) Total (Must Agree with Line 26 Above)

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

Dated on this 3rd day of January, 2021

WARRICK COUNTY, INDIANA
 Governmental Unit
 Monday, March 1, 2021

ACCOUNTS PAYABLE VOUCHER REGISTER

Filed	Name of Claimant	Department	Amount of Voucher	Amount Allowed	Warrant	Certified
	CLERK	1000-0001	\$	\$		
	TREASURER	1000-0002	\$	\$		
	RECORDER	1000-0003	\$	\$		
	SURVEYOR	1000-0004	\$	\$		
	CLERK	1000-0005	\$	\$		
	PROSECUTING ATTORNEY	1000-0006	\$	\$		
	EXTENSION OFFICER	1000-0007	\$	\$		
	COUNTY ENGINEER	1000-0008	\$	\$		
	COMMISSIONERS	1000-0009	\$	\$		
	AREA PLAN COMMISSION	1000-0078	\$	\$		
	COURT CLERK	1000-0182	\$	\$		
	SUPERIOR COURT #1	1000-0201	\$	\$		
	SUPERIOR COURT #2	1000-0202	\$	\$		
	CIRCUIT COURT	1000-0232	\$	\$		
	JAIL DEPARTMENT	1000-0273	\$	\$		
	GENERAL DEPARTMENT	1000-0305	\$	\$		
	CENTRAL DISPATCH	1000-0305	\$	\$		
	JAIL SUPPORT	1000-0300	\$	\$		
	ECONOMIC DEVELOPMENT	1113-0085	\$	\$		
	COMMUNITY DEVELOPMENT	1122	\$	\$		
	COMMUNITY CORRECTIONS	1145	\$	\$		
	CUMULATIVE BRAIN	1150	\$	\$		
	HEALTH DEPT MAIN	1155	\$	\$		
	HIGHWAY DEPT	1176	\$	\$		
	MISDEMEANANT	1176-0030	\$	\$		
	HIGHWAY DEPT.	1176-0031	\$	\$		
	PLANT PERMITS	1176-0033	\$	\$		
	STORMWATER PERMITS	1189	\$	\$		
	STORMWATER MANAGEMENT	1189	\$	\$		
	SAL-CIRCUIT COURT	1211	\$	\$		
	ELECTION	1216	\$	\$		
	PARKS DEPT.	1219	\$	\$		
	PROPERTY REASSESSMENT	1224	\$	\$		
	SUPERIOR #1/CIRCUIT PROBATION	2000	\$	\$		
	CIRCUIT COURT - PROBATION	2001	\$	\$		
	BLVD COMMISION	2604	\$	\$		
	BLVD COMMISION	4021	\$	\$		
	BLVD PROG INCOME	4021	\$	\$		
	VOCA	8075	\$	\$		
	COM CORR-Drug Court	8150	\$	\$		
	CASA	8121	\$	\$		
	COMMUNITY CORRECTIONS	9206	\$	\$		
	ADULT COMM BASED SUP - DC	9212	\$	\$		
	Total		\$ 528,422.65	\$ 528,422.65		

I hereby certify that each of the above listed vouchers and the invoices, or bills attached as indicated in the Certified column hereto, are true and correct and I have audited the same in accordance. Claims without supporting documentation cannot be certified as true and correct.
 Monday, March 1, 2021
 Dabbiu Stevens, Fiscal Officer

ALLOWANCE OF VOUCHERS IC 5-1-10-2 permits the governing body to sign the accounts payable voucher register, consisting of one (1) page, and except for vouchers are not allowed as shown on the register such vouchers are allowed in the total \$ 528,422.55

Robert Johnson, County Commissioner
 Terry Williams, County Commissioner