

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**

REGULAR SESSION  
COMMISSIONERS MEETING ROOM  
107 W. Locust Street, Suite 303  
Boonville, Indiana  
May 11, 2020  
4:03 P.M.

The Warrick County Commissioners met in regular session with Dan Saylor, President; Robert Johnson, Vice President; and Terry Phillippe, Member. Attorney Todd Glass and Administrator Roger Emmons were in attendance. Auditor Debbie Stevens, Chief Deputy Auditor Farrell, and Secretary Kristine Georges attended and recorded the minutes.

President Dan Saylor called the meeting to order at 4:03 PM.

**PLEDGE OF ALLEGIANCE**

**Commissioner Saylor:** Good afternoon, everybody.

**REQUEST FOR EXTENSION OF SURETY  
SPRING CREEK SUBDIVISION**

**Commissioner Saylor:** So, first item on the agenda for our May 11<sup>th</sup> meeting will be APC.

**Molly Barnhill:** Okay, we have a Request for Extension of Surety, Spring Creek Subdivision by Spring Haven, LLC by John Elpers, Manager. We're holding one hundred nineteen thousand four hundred (\$119,400.00) in the letter of credit guaranteeing street, sidewalk, and drainage construction. They're requesting one (1) year at the same amount. They've had three (3) years and this letter of credit expires June 9, 2020. I have gotten the Surveyor's Office and County Engineers to sign off on this.

**Commissioner Saylor:** Bobby?

**Bobby Howard:** (Inaudible).

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

**Commissioner Johnson:** I make a motion to extend the surety for Spring Creek Subdivision.

**Commissioner Phillippe:** I'll second the motion.

**Commissioner Saylor:** First and a second. All in favor signify, signify by saying, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Molly Barnhill:** Okay.

*(Spring Creek Extension of Surety is located on Pages 21 through 22 of these Official Minutes)*

**REQUEST TO RELEASE SURETY  
WARRICK PLACE IV**

**Molly Barnhill:** We have some Requests to Release Surety. The first one's Warrick Place IV, RYJO Enterprises by Ryan Franks. Holding twenty-two thousand three hundred eighty-four dollars and sixty...sixty-six cent (\$22,384.66) letter of credit for drainage construction. They've had two (2) years and this letter of credit expires June 13, 2020 and Jason Baxter signed off on this letter saying construction was complete. It's him and Mr. Sherwood. They go look at these.

**Commissioner Saylor:** Oh, Steve, okay.

**Molly Barnhill:** Yes.

**Commissioner Saylor:** Just, so Jason and Steve. Alright. Alright, with that being said, Commissioners...?

**Commissioner Phillippe:** Make a motion to release the surety for Warrick Place.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

*(Warrick Place IV Release is located on Page 23 of these Official Minutes)*

**C-2018-025  
RYJO ENTERPRISES**

**Molly Barnhill:** Next one's a commercial entrance, C-2018-025, RYJO Enterprises by Ryan Franks. We're holding five thousand three hundred fifty-seven and fifty-five cents (\$5,357.55) letter of credit for the entrance construction. They've had two (2) years on this and this letter of credit expires June 13<sup>th</sup>. Bobby Howard has been out and inspected it and signed off on it.

**Commissioner Saylor:** Bobby?

**Bobby Howard:** (Inaudible) approve.

**Commissioner Saylor:** Commissioners, do I have a motion?

**Commissioner Johnson:** I'll make that motion to release.

**Commissioner Phillippe:** I'll second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** That motion carries three, zero (3-0).

*(C-2018-025 is located on Page 23 of these Official Minutes)*

**WATERSTONE VILLAGE SUBDIVISION SECTION 2**

**Molly Barnhill:** The next three (3) kind of go together. The first is to Request a Release of Surety. It's in Waterstone Village Subdivision Section 2, Maken Corporation, by Danny Ubelhor. He's the president. We're holding two thousand five hundred sixty-eight (\$2,568.00) in escrow for sidewalk construction. They've had sixteen and a half (16 ½) years. This one (1) expires January 27<sup>th</sup> of '21. Bobby has looked at this one (1).

**Bobby Howard:** It is complete after sixteen and a half (16 ½) years.

**Commissioner Saylor:** So, do I have a motion?

**Commissioner Phillippe:** I'll make a motion to release Waterstone Village Subdivision Section 2.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Molly Barnhill:** Okay.

**WATERSTONE VILLAGE SUBDIVISION SECTION 4**

**Molly Barnhill:** Waterstone Village Subdivision Section 4, Maken Corp, by Daniel Ubelhor, President. We're holding two thousand five hundred seventy and forty cents (\$2,570.40) in escrow for sidewalk construction. They've had twelve (12) years on this one (1). It expires May 16, 2020. Bobby's also looked at this one (1).

**Bobby Howard:** Recommend approval.

**Commissioner Saylor:** Commissioners?

**Commissioner Johnson:** I'll make that motion.

**Commissioner Phillippe:** I'll second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Molly Barnhill:** Okay.

**REQUEST FOR SIDEWALK ACKNOWLEDGEMENT  
WATERSTONE VILLAGE SUBDIVISION SECTION 2 AND 4**

**Molly Barnhill:** Last one (1) is the Request for Sidewalk Acknowledgement. It's these same two (2) subs, Waterstone Village Subdivision Section 2 and 4. It's five thousand four hundred ninety-six (5,496) lineal feet and Bobby signed off on it as well.

**Bobby Howard:** Recommend approving the acknowledgement.

**Commissioner Johnson:** So moved.

**Commissioner Phillippe:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** Aye.

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

**Molly Barnhill:** Okay, and that's it for us.

**Commissioner Saylor:** Thank you, Molly.

*(Sidewalk Acknowledgements are located on Page 25 of these Official Minutes)*

**APPROVAL OF MINUTES  
APRIL 27, 2020**

**Commissioner Saylor:** Alright. Next item on the agenda is the Approval of Minutes. So, we will do the Approval of Minutes for April 27, 2020 Regular Session. Do we have a motion?

**Commissioner Phillippe:** Motion to approve those minutes.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**MAY 5, 2020**

**Commissioner Saylor:** Next item on the agenda is our approval of the May 25, 2020 Emergency Session Minutes.

**Commissioner Johnson:** Make a motion to approve.

**Commissioner Phillippe:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**ITEMS FOR DISCUSSION  
DEPARTMENTAL REPORTS  
COUNTY ADMINISTRATOR  
APPROVE 2020 PRIMARY POLLING PLACES**

**Commissioner Saylor:** Next item on the agenda is our Department, Departmental Reports and Roger, you're up.

**Roger Emmons:** Thank you, Mr. President. The first item is for the Board to approve the 2020 Primary polling places. Andrew Skinner advised that due to the emergency powers of the Election Statute, the Election Board was able to make changes to precinct locations without waiting for this meeting. It was emphasized by the Indiana Election Commission's most recent order. However, he did say it would be good for the Board, this Board to follow that up with approval at your next meeting which is today. And I did, let me get it from my items here. I think it was April 24<sup>th</sup> when Andrew emailed all of us the final list. I have that here if you want me to read those or however you want to do it.

**Commissioner Saylor:** Does he need to read them into the record, Counselor?

**Todd Glass:** Todd Glass, County Attorney. Not necessarily. I don't think we've been in the habit of doing that. There's quite a few changes after all. But, you know, there's four (4) new polling locations and numerous places that have been shuffled around to get them to some of these locations.

**Roger Emmons:** Right.

**Todd Glass:** It's not necessary, Mr. President, but I think the Election board has looked at these changes very carefully and studiously. But, they do want to make sure the Board is aware of it and approve them if you're willing.

**Roger Emmons:** And you know, they've done a great job because there's only twenty-four (24) actual voting sites now down fifty-nine (59) just a few years ago. So...

**Todd Glass:** There were several at nursing homes, right? That had to be axed of course for the various reasons. And the School Corporation has worked very well with the Election Board in trying to get numerous polling sites located at some of the schools that obviously have empty areas at the moment to be used. But, Roger, you might mention the, the new locations.

**Roger Emmons:** Okay. The four (4) highlighted?

**Todd Glass:** Um hum.

**Roger Emmons:** Boonville Legion will hold Boon 12. Castle High School will vote Ohio 13, 16, and 33. Newburgh Elementary School will vote Ohio 3, 9, 20, and 32. Epworth United Methodist Church, Lincoln Avenue entrance, Ohio 10, 12, 21, and 28. I would comment that the Chandler Community Center, it's not a change but it will vote six (6) different precincts. They added Ohio 6 to what was already there. I think the motion is just to approve the Election Board's final list of polling places and that will be sufficient.

**Commissioner Saylor:** And that will be, the list will be put in the minutes in the entirety?

**Kristine Georges:** Yes.

**Roger Emmons:** Yes.

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

**Commissioner Saylor:** So, Commissioners, do I have a motion to approve the 2020 Primary polling places, locations?

**Commissioner Phillippe:** I make the motion.

**Commissioner Johnson:** Second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Roger Emmons:** Thank you, Mr. President.

*(2020 Polling List is located on Page 26 of these Official Minutes)*

**ITEMS TO RATIFY**

**RELEASES OF SURETY ON 3-23-2020 – TRUGREEN - MOUNTS EQUIPMENT - INDIANA SOYBEAN ALLIANCE – MIDWEST TELECOM - LOCAL STATE OF EMERGENCY DECLARATION 2020-01 - WABASH VALLEY SERVICE COMPANY - WARRICK TRAILS SAFE ROUTE TO SCHOOL PROJECT - ENVIRONMENTAL MANAGEMENT CONSULTANTS - ESG - TRUGREEN COMMERCIAL: AGREEMENT FOR LAWN SERVICE - BOARD OF HEALTH APPOINTMENT - AT&T 911 LINE CONTRACTS BOONVILLE FEDERAL SAVINGS BANK: INSTALLMENT PURCHASE AGREEMENT COMMUNITY CROSSINGS MATCHING GRANT AGREEMENT - APPROVAL OF APPRAISALS FOR TWO (2) ONE (1) ACRE LOTS ON PROSPECT DRIVE MIDWEST TELECOM PROPOSAL: PROSECUTOR'S OFFICE - CLEARSPAN FABRIC STRUCTURES & GREENHOUSES: SALT BARN FOR HIGHWAY DEPARTMENT APPROVAL OF FIXED ASSET NOTIFICATION FORMS**

**Roger Emmons:** Next, under Items to Ratify, there are eighteen (18) items listed. Would like to start out with the three (3) that were approved by the Commissioners on March 23<sup>rd</sup> that was outside the meeting. They were requests to release surety: Megan Anderson, five thousand dollars (\$5,000.00) in escrow for entrance construction, 7333 Peachwood Drive; Maken Corporation, seven thousand five hundred fifty dollars and thirteen cents (\$7,550.13); also in escrow for entrance construction, 4844 Vann Road, Horve Construction, nineteen thousand two hundred seventy-four dollars (\$19,274.00) in escrow for entrance construction at 4211 Grimm Road. I could go through this list and I know Bob suggested I do that real quick with a general read of the list. They're pretty self-explanatory. And then the Board can approve the list with one (1) motion. Alright. First is TruGreen Incorporated, a peddler/solicitor license. And again, these are all things that the Commissioners have approved by consensus outside a meeting. Second, Mount

call boxes. E, Local State of Emergency Declaration 2020-01. That was for the F-2 tornado. F, Wabash Valley Service Company, 2020-2022 fuel contracts, which Joe has given us copies of those. Item G, Warrick Trails Safe Routes to Schools Project. That's two (2) parts. The first one (1) for Recommendation for Administrative Settlement for Parcel 4, Burton. And the second is a ten (10) day letter to the owner of Parcel 6, which is Hutchinson. Letter H is Environmental Management Consultants, Specific Services Agreement. Installment of two (2) additional gas detection wells at Landfill #2. Closed Landfill #2. ESG, Government Building Primary Designer Acknowledgement. That was a simple one (1) page document signed by Dan and I scanned to ESG. TruGreen Commercial, an agreement for lawn service for the Courthouse. K is a Board of Health appointment which replaced a physician member that passed away. Letter L, AT&T 911 Line Contracts. M, Boonville Federal Savings Bank installment purchase agreement for a 2018 John Deere 6105E cab tractor. N, Community Crossings Matching Grant Agreement. O, approval and appraisals for two (2) one (1) acre lots at Prospect Drive. P, Midwest Telecom Proposal for Prosecutor's Office wiring, telephone, and computer network. Q, Clearspan Fabric Structures and Greenhouse. This is the salt barn for the Highway Department at the, what, Prospect property, Bobby?

**Commissioner Saylor:** Yes.

**Bobby Howard:** (Inaudible).

**Roger Emmons:** Yeah, the new satellite. Approval of Fixed Asset Notification Forms: One (1) is an HP laptop for the Highway Department, two (2) is a SonicWall, which is a firewall security for IT. That's the list of all those items. Now, let me check and see. I think I've got them all. Yes. That's it.

**Commissioner Johnson:** We need to approve? Make a motion to approve those, Roger?

**Roger Emmons:** Yes.

**Commissioner Johnson:** I make a motion to approve and rati...all the items to be ratified. Counsel?

**Todd Glass:** Commissioner Johnson, if we could move to approve and ratify pursuant to the Governor's Executive Order.

**Commissioner Johnson:** So moved.

**Commissioner Phillippe:** I'll second.

**Commissioner Saylor:** So, I have Commissioner Johnson, first. Terry, Commissioner Phillippe, second. All in favor signify by saying aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries three, zero (3-0). One (1) of the things I'd like to mention on there, Bobby, help me out here. The item N, Community Crossing Matching Grant, Warrick County received five...five hundred thousand (\$500,000.00)?

**Bobby Howard:** (Inaudible) five hundred sixty (\$560,000.00).

**Commissioner Saylor:** Yeah, five hundred sixty thousand dollars (\$560,000.00). So, and those funds will be used on...

**Bobby Howard:** Folsomville Road and Folsomville/Degonia Road (inaudible).

**Commissioner Saylor:** Folsomville. So, it's another major road that we're getting done. That's a fifty/fifty (50%/50%) match?

**Bobby Howard:** Yes.

**Commissioner Saylor:** So, it's a fifty percent (50%) discount to the taxpayers of Warrick County. Bobby, I thank you for your paperwork. Your initiative to get that work and get those grants. I know that's a big deal. We appreciate that. Next item up on the agenda...

**Roger Emmons:** No, I have a couple more.

**Commissioner Saylor:** Is Roger with a couple more.

*(Ratified items are located on Pages 26 through 44 of these Official Minutes)*

### **DISCUSS APPROVAL OF GIS LIMITED USE AGREEMENT WITH AMERICAN STRUCTUREPOINT**

**Roger Emmons:** Alright. This is, the next one (1) is to Discuss Approval of a GIS limited Use Agreement with American Structurepoint, INC. I copied you on my May 15<sup>th</sup> email to Phillip Roth with Structurepoint. The agreement is for WTH Technologies, which is our GIS consultant/provider to electronically send to American Structurepoint the GIS layers they need in conjunction with the Warrick County Capital Improvement Plan and Program. There's no cost to either party in this type of agreement that I ever remember of these in the past. Recommend a motion to approve and signature.

**Commissioner Saylor:** Commissioners?

**Commissioner Phillippe:** I'll make a motion.

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

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

*(GIS Agreement is located on Pages 44 through 45 of these Official Minutes)*

**DISCUSS VECTREN LAYDOWN YARD LEASE FOR STORING OF MATERIAL AND EQUIPMENT FOR Y44 ELECTRIC TRANSMISSION LINE PROJECT**

**Roger Emmons:** Next, we have to Discuss the Vectren Laydown Yard Lease for storing material and equipment for their Y44 Electric Transmission Line Project. Bobby and I have been involved also with the Agreement for Road Usage that goes with this. Because they're going to use thirteen hundredths (13/100) of paved Roth Road and then nine hundredths (9/100) of gravel road into this triangular shaped lot. John Goth, Counsel, did review and stated that the lease agreement is sufficient. It calls for paying the County eight thousand dollars (\$8,000.00) for the eight (8) month term for the lease. I don't know if Todd has anything he'd like to add. But, I have it ready for President Saylor's signature, attestation by the Auditor, and it does have an exhibit that goes with it, which is a map. To comment about the agreement for road usage, it is in the proper form. It has been electronically signed by the Vectren personnel. We sent it to, the one (1) thing we're waiting on is the receipt, the bond in the amount of eleven thousand eight hundred dollars (\$11,800.00). And Mr. Morris, the lead right-of-way agent, emailed me today that that should be sent to us before this Friday, which is when they want to start hauling materials into this lot. Now, the lease does state that they agree at their own expense to keep said defined premises other improvements now or hereafter located there on clean, safe, and sanitary condition and in good repair. And then the agreement for road usage also states that they will maintain the road and the berms and ditches and everything during the term of their haul and then they have to put it back in good or better condition when they're finally done.

**Commissioner Saylor:** Bobby, we're not going to have an issue like we did with this other? I mean the other was a third party in there with the...

**Roger Emmons:** Kaiser Road.

**Commissioner Saylor:** With the Kaiser Road issue.

**Bobby Howard:** Right. It shouldn't be (inaudible) anything like that.

**Commissioner Saylor:** Okay. Alright. So, speak up.

**Commissioner Johnson:** Bobby, have you received any response from your email today about the fees for right-of-way usage?

**Bobby Howard:** No, that's in regards to the Safe Routes to School Project, and that, there's an encroachment agreement that needs to be issued cause we're in a Vectren easement with that trail. And my understanding is since the merger with CenterPoint Energy, they now charge an \$800 fee for those encroachment agreements. So, I have asked for those to be waived for the County and I've not got a response back.

**Commissioner Johnson:** Okay. And we have still not received their bond for the road usage on this?

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

**Commissioner Johnson:** Well, I'm not in favor of approving that then. Not until we get some answers and we get the bond into the County.

**Roger Emmons:** If it gets to that point then, Colby Morris, who is lead right-of-way guy, he was asking me today if we didn't get it in place then, well, we'll have to get a new one (1) with different dates in it. Once we get all those things settled, Bob...

**Commissioner Johnson:** Bobby, you have something to add?

**Roger Emmons:** Bobby, you might want to cover with what Todd might want to do with the Ordinance on the permit fees.

**Bobby Howard:** In regards to my request to waive their fee, I did ask that, I pointed out the fact that the County's always waived the fee for their permitting for work and road right-of-way. And that I would expect a reciprocal result from them. So, if that doesn't happen, I would like to approach the Board and look about reinstating fees as, for utilities. So, that's something that, that we may need to consider down the road.

**Commissioner Johnson:** Thank you. I appreciate that.

**Commissioner Saylor:** So, Counsel, do we table this or vote on it?

**Roger Emmons:** In my opinion, you can vote on it whichever way you want to do it, including tabling it.

**Todd Glass:** Mr. President, it kind of depends on if you're waiting to receive the bond first before you approve it or if you're waiting for all these issues to be resolved.

**Commissioner Johnson:** I would personally like to see these issues resolved before we vote on it.

**Todd Glass:** We also have another issue regarding the Trails.

**Bobby Howard:** The Trail is where the fee (inaudible).

**Todd Glass:** Yeah.

**Bobby Howard:** I think we've worked through that one (1).

**Todd Glass:** We're thinking that we've worked through that. But that really is also on the table to get a satisfactory response on that.

**Commissioner Saylor:** So, we voting on it or tabling it?

**Commissioner Johnson:** I would make a motion to table it until the meeting on the 26<sup>th</sup>.

**Commissioner Saylor:** Alright. I'll accept that motion. Do I have a second?

**Commissioner Phillippe:** I'll second.

**Commissioner Saylor:** All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. Motion carries three, zero (3-0) to table to our next meeting which is May 26<sup>th</sup>.

**Roger Emmons:** Yes. Which is on a Tuesday. Alright. Thank you.

### **DECLARING MEETING ROOM MONITORS, PHONES, AND VARIOUS ITEMS SURPLUS**

**Roger Emmons:** I've got some other items for information, discussion, or action. The meeting room computers, I found out subsequently, that Mr. Phillippe wanted to include other computer monitors and are we talking any other CPU's or just monitors, Terry?

**Commissioner Phillippe:** Guy, I want to ask for your input. I know there's a lot of stuff that we don't use sitting around including monitors. Is there any CPU's or anything else we need to surplus right now?

**Guy Whelan:** Yes, there are.

**Commissioner Phillippe:** Okay, so I guess, Counsel, can we so that without serial numbers? If they're not on the asset list?

**Roger Emmons:** Yeah, I think, my suggestion is we go ahead and approve the serial numbers I've got listed under my items here today. And then (inaudible) we can take an inventory and we can put that together so we've got the list included. So you might want to include the old Nortel phones, the whole system. I know Terry was interested in getting all that declared surplus as well.

**Commissioner Phillippe:** All that junk's sitting around.

**Roger Emmons:** Yeah.

**Commissioner Saylor:** Okay, so do I have a motion for surplus items?

**Commissioner Phillippe:** Make a motion.

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

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Roger Emmons:** Thank you very much.

### **ARAB PEST CONTROL FOR DRUG COURT AND HIGHWAY GARAGE**

**Roger Emmons:** Next we have the Pest Control Services Agreement with Arab Pest Control for the Drug Court and the Garage. Chris Wagner's their director out there. He sent me this one (1) page service agreement that has gone from seventy dollars (\$70.00) a quarter to twenty-five (25). The additional seventy-five (\$75.00), twenty-five (\$25.00), I'm sorry, is to add the garage out there which I'm told they've got the Coroner's vehicles especially is a late model and the Court Services, Drug Court, they've got a vehicle in there too. And they said they've got a pretty bad infestation of mice. So, they'd like to get that on the, on the list. Sarah Seaton, the Coroner, stated that she would be happy to take care of the extra hundred dollars (\$100.00) over the course of the year.

**Commissioner Saylor:** So, just for clarification, the increase was from twenty-five dollars (\$25.00), from seventy (\$70.00) to ninety-five (\$95.00) for a quarter?

**Roger Emmons:** That is correct.

**Commissioner Saylor:** Okay.

**Roger Emmons:** And I did send a copy of this to Todd and John. And it's okay.

**Commissioner Phillippe:** Make a motion to approve the Pest Control Service Agreement.

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

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

*(Arab Pest Control Service Agreement is located on Page 45 of these Official Minutes)*

#### **FMLA LEAVE**

**Roger Emmons:** I have two (2) more items which is, I have two (2) requests for FMLA leave. All required documents have been submitted with proper signatures. Recommend your approval. The employees are with the Sheriff and the Ohio Township Assessor's Office.

**Commissioner Saylor:** Do I have a motion?

**Commissioner Johnson:** Make a motion to approve the FMLA.

**Commissioner Phillippe:** And I'll second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

#### **OCRA COVID-19 GRANT APPLICATION**

**Roger Emmons:** Last item I have is just to state that Dan signed the COVID-19 Grant Agreement today (inaudible) fifty thousand dollars (\$50,000.00) from the Office of Community and Rural Affairs. Thank you very much. That's all I have.

**Commissioner Saylor:** Thank you, Roger.

*(COVID-19 Grant Agreement is located on File in the Auditor's Office)*

#### **COUNTY ATTORNEY SUMMARY AND REVIEW OF COUNTY RESOLUTIONS IMPACTING COUNTY OPERATIONS UNDER CURRENT COVID-19 EMERGENCY**

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

**Todd Glass:** Thank you, Mr. President. One (1) item listed on the agenda and a couple of additional. I just wanted to quickly mention for the record, a quick review of the various Resolutions impacting the operations and where you currently stand right now. Cause of course there's been a lot of moving parts. Just want to quickly mention that the recent restated Resolution 2020-03 that this Board passed on March 22<sup>nd</sup>, parts of that are still in effect. Those were procedures and formalities that are normally associated with a variety of process and actions that are taken by local units of government like paying of claims, entering into contracts, etcetera. Those are waved pursuant to the Governor's Executive Orders and this Resolution approved those powers for Warrick County. Just as Roger brought some of those actions to you today to ratify. You might continue to do that. That authority runs through June 4<sup>th</sup>. So, restated resolution 2020-03 remains in effect in regards to that. Now, I've observed that, Mr. President, the Board does not necessarily exercise that power in every instance now that you're meeting regularly and your regularly scheduled meeting dates. You're trying to bring all those actions to these public meetings to debate and approve in public meeting. However, you still have that authority and at times that's going to be necessary. So, I just wanted to mention that, that those powers still remain with the President of the Board until June 3<sup>rd</sup>. That Resolution also restricted public access to certain Warrick County facilities and buildings with certain exceptions. However, that's been updated through Resolution 2020-08 which was passed this last Friday, May 8<sup>th</sup> which relaxed those restrictions on public access to Warrick County buildings and facilities and provided certain exceptions to that and also ended the workforce reduction plans for all Warrick County offices whereby as of today, the County offices should be at full staff. Lastly, if I may, let me mention that Resolution 2020-04, which was passed on March 30<sup>th</sup>. Parts of that remain in effect through December 31<sup>st</sup> and that was the Resolution that this Board adopted certain provisions of the Family First Coronavirus Relief Act passed by Congress, notably exemptions to the Family Medical Leave Act and the new category of paid sick



on the record would probably be helpful. Of course if you or anybody has any questions regarding those, please let me know.

**COMMISSIONERS' DEED SALE UPDATE**

**Todd Glass:** Not on the agenda, Mr. President, briefly, is just the status of the Commissioners' Deed Sale preparation. We got all of the petitions for tax deed filed and granted by the courts. Along with those petitions for tax deed, what we added to that were petitions to quiet title which we're obtaining. Also on each parcel. Some of these parcels are located in municipalities, Boonville, Elberfeld, Newburgh, Chandler, and by statute, we have to offer those parcels that you're obtaining tax deed to as to whether or not those municipalities would like to consider getting those parcels which you have the option of transferring for value to those municipalities. And we sent that letter out last week; haven't heard anything. So, apparently nobody is interested in the parcels that we listed out for them. I'd also like to mention the abutting land owner process. Some of these, we had like forty-three (43) parcels. Some of those are slithers of dirt. Odd little idiosyncrasies that occurred over the years and sometimes the best way to transfer them to the taxpaying owner is to just get with abutting landowners and say, do you want this? Because they're often very minimal value. But if you take them to a sale, they're less likely to bring a decent value than if you just talk to the abutting landowners which might have a more direct interest in that parcel. So, we're sending out letters to fifteen (15) of those parcels to the abutting landowners. And that's all the abutting landowners. And that's all the abutting landowners if there's more than one (1). And if there's more than one (1) abutting landowner that wants to buy that sliver of land between each other, they can have at it and, and, and bid on it. So, if, if we were to sell half of those to the abutting landowners then you're still talking about the middle thirty's, how many parcels would go to a sale? So, those will go to sell at auction later. Joe is going to open the bids the auctioneer the auctioneer bids that have been submitted and we do need action on those bids, hopefully today to keep on track.

**PURCHASE AND SERVICE AGREEMENT UPDATE WITH MEUTH CONCRETE**

**Todd Glass:** I would mention that we're on track with proposing a purchase and service agreements with Meuth Concrete on two (2) parcels on Prospect Drive. No action can be taking today on it. We're publishing notices on that in the paper as required by statute. And I think we'll just get in approval to you, ready for approval by you just in time for Bobby's plans by the end of the month. And I have the ClearSpan Contracts here that we'll ratify today. Bobby needs signatures on those before the day is up. If there's...

**Roger Emmons:** The legal ads for those two (2) parcels on Prospect, I think they come out May 14<sup>th</sup> and it gives the Board a ten (10) day to deal with it on May 26<sup>th</sup>.

**Todd Glass:** Unfortunately, we had to comply with the publication, not unfortunately, you have to comply with that, but it's doubtful that there's anybody else interested in those parcels. But that is for value. You approve the appraisals in the ratification motion. And we got those properties appraised so that we know that the County's actually receiving full value in the form of supplies and materials back. And if you have any questions with any of those matters, I'm available. But thank you for letting me go through those real quick.

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

**COUNTY AUDITOR  
PAYROLL CLAIM**

**Commissioner Saylor:** Okay, next item on the agenda is our County Auditor, Mrs. Stevens.

**Auditor Stevens:** Thank you. Warrick County Auditor, Debbie Stevens. First off, I'll start with payroll. I have payroll voucher from May 1<sup>st</sup> payroll. Ten (10) departments certified, thirty-seven (37) non-certified for a total of four hundred ninety thousand two hundred ninety-eight dollars and fifty-five cents (\$490,298.55). That's four-nine-zero-two-nine-eight-point-five-five (\$490,298.55). And I have the claims here if you'd like to review those.

**Commissioner Phillippe:** Make a motion to pay the payroll.

**Commissioner Johnson:** Second.

**Commissioner Saylor:** All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Auditor Stevens:** Thank you.

*(Payroll Claim is located on Page 46 of these Official Minutes)*

**CERTIFIED CLAIMS**

**Auditor Stevens:** Next, Certified Claims for a total of one million one hundred thirteen thousand five hundred forty-three dollars and eighty-five cents (\$1,113,543.85). One-one-one-three-five-four-three-point-eight-five (\$1,113,543.85).

**Commissioner Saylor:** Do I have a motion?

**Commissioner Johnson:** Motion to pay the claims.

**Commissioner Phillippe:** I'll second.

**Commissioner Saylor:** All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Alright. Thank you.

*(Certified Claims are located on Pages 46 through 48 of these Official Minutes)*

**NON-CERTIFIED CLAIMS  
FIRST BANKCARD – COMMISSIONERS**

**Auditor Stevens:** I do have some Non-Certifieds. There are two (2) that are related to the First Bankcard, Commissioners, credit card payment. There is a thirty-nine dollar (\$39.00) late fee. I'm sorry, over limit fee where the credit card went over the limit. So there was a charge of thirty-nine dollars (\$39.00). I don't know if this is going to be removed or if anyone's been contacted to have the fee removed. And then there were two (2) sixty dollar (\$60.00) delinquent title fees that were part of the claim. So that's one (1), First Bankcard.

**Commissioner Saylor:** Um, what are we going to do? Do we want to approve these Uncertified Claims? The First Bankcard, I think, Roger, you can help me out on this. The over the limit was due to some of this COVID-19 stuff.

**Roger Emmons:** You know, they might wave that given it's with costs of the COVID-19 Pandemic.

**Commissioner Saylor:** Have we tried?

**Roger Emmons:** We've not. I mean you did the last time and we felt that the President of our Board (inaudible) for us and got it accomplished. I'll be happy to call them.

**Commissioner Saylor:** I know we got something waived. I didn't know, I didn't think it was over the limit. I thought it was...

**Roger Emmons:** That was a late...

**Commissioner Saylor:** A late fee.

**Roger Emmons:** Yeah. Or just a penalty.

**Commissioner Saylor:** Yeah, so I don't know if it, I don't know if we can get it waived or not. I wouldn't mind calling on that to see if we can.

**Roger Emmons:** It was a different type of late fee.

**Commissioner Saylor:** So, is, is, is that...

**Commissioner Johnson:** I think we would need to pay it, or at least...

**Commissioner Saylor:** Yeah, yes.

**Commissioner Johnson:** I think what we need to do is approve it today pending, pending on whether you get them removed or not. Cause we don't want a late fee on this either waiting around.

**Roger Emmons:** Right. And they could just credit it the next time.

**Auditor Stevens:** Just to clarify, the Bankcard has been paid per Commissioners' Ordinance to avoid any other interest or late fees. So, the entire card...

**Commissioner Saylor:** So, Roger, if you can get me that information, we'll try calling them tomorrow.

**Roger Emmons:** Okay, sure.

**Commissioner Saylor:** So, the next item, so, so do we approve that then. Or do we just need...

**Roger Emmons:** You can approve both the delinquent title fees. I'm responsible for titles and plates for all the new vehicles and sometimes there's situations where I think I mentioned, I don't know, it was to you or Terry the other day, we had one (1) dealer who sent in the paperwork and he forgot to sign a crucial piece that I had to have back. So, just things happen. It's like fifteen dollars (\$15.00). But if you don't get it timely it adds thirty dollars (\$30.00).

**Commissioner Phillippe:** I've said it once, I'll say it again. With all the paperwork that you do on vehicles, I can see a full time employee just handling that part of your job.

**Roger Emmons:** Lot of paperwork.

**Commissioner Saylor:** Yeah, the paperwork is astronomical and then I know we've had, you know, some staff reduction, Roger's been kind of the only one (1) that's been able to handle that in the past. So, so, I mean I'm, I think we've got to pay it. Is the State, would they waive those charges?

**Roger Emmons:** No.

**Commissioner Johnson:** I'll make a motion to approve the un-certified claims.

**Commissioner Phillippe:** I will second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

### **MIDWEST TELECOM-RAINY DAY FUND**

**Auditor Stevens:** Alright. The next three (3) are all some more Midwest Telecom payment from Rainy Day Fund, Midwest Telecom payment from Rainy Day Fund and Midwest Telecom, Commissioners Budget. Invoices did not include an itemized hourly rate. So, we weren't able to tie that back to the contract that we have with Midwest to verify that that, that we were invoiced correctly.

**Commissioner Saylor:** That's part of a total, I mean that, some of those invoices are part of a total plan.

**Commissioner Phillippe:** I think only one (1) of the, one (1) of the three (3) were call boxes, right?

**Commissioner Saylor:** Right. And that, and that one's a COVID-19 under that, we're going to see if we can get reimbursed for that.

**Roger Emmons:** Hopefully, seventy-five percent (75%).

**Commissioner Saylor:** So, the other is part of the phone system, Debbie, was, it's part of a fixed price.

**Auditor Stevens:** So, you're saying that all three (3) of these claims come off the total?

**Commissioner Johnson:** All but one (1).

**Auditor Stevens:** The total of the contract?

**Commissioner Saylor:** Not all three (3) of them. It's part of a, it's part of the contract that we signed for the phone system that the Council approved. I don't, I can't remember the numbers.

**Roger Emmons:** There was about five (5) different purchase agreements with Midwest Telecom and then they're well under the four hundred thousand that the Council approved from Rainy Day. I think it was two-ninety-four (\$294,000.00) and we've added some things that kicked the price up a little bit cause they forgot the Prosecutor's lines. I guess the phones too. But that added quite a bit.

**Auditor Stevens:** Well, just as an example, on this particular invoice, it says nine (9) hours. But, we don't have a rate for an hourly rate to be able to tie it back to these particular invoices. We don't have an hourly rate in the original contract.

**Commissioner Johnson:** I thought their contract said an hourly rate.

**Auditor Stevens:** I don't think so. You worked on it too, didn't you? Yeah.

**Commissioner Phillippe:** So, do the...

**Auditor Stevens:** So, weren't able to identify an hourly rate.

**Commissioner Phillippe:** But once, because we've approved invoiced from Midwest Telecom in the past, right?

**Auditor Stevens:** Well, it depends on if it's part of the contract and it's, and if they're billing as a progress, part of the contract. That's one (1) thing. But then when they have, they're charging us for hourly rates for hours of services and it's not part of the, the rate is not part of the original contract.

**Roger Emmons:** I can check with Dave. He can get that. We can get that from David.

**Commissioner Saylor:** I know there's some things that weren't included in their contract. Just like the Prosecutor's Office. That was left out of the ESG...

**Commissioner Phillippe:** That one's part of the project.

**Commissioner Saylor:** The, and so as a result, the Prosecutor needs phones. We had, they were here. They're our phone provider and so we have to, to do that. That aspect of it might not be, then again I don't know what these are.

**Commissioner Johnson:** Debbie, have you asked anybody for the hourly rates at all or to...?

**Auditor Stevens:** Well, it should be included in the invoice. Or in the contract so that we can tie the invoice back.

**Commissioner Johnson:** But it wasn't there. Did you ask somebody for it?

**Auditor Stevens:** We did send those, we did send those back across, didn't we to ask for an hourly rate? But if we don't get it, all we can do is just look at the contract. We can't verify the rate. I can submit them to you as non-certified. They're yours to approve or disapprove. If you believe that it's covered under the contract, then these invoices can

come off the total of the project. And we're tying it back to a contract that's around two hundred and...I don't know...two hundred plus thousand dollars (\$200,000.00).

**Commissioner Johnson:** I was under the impression, well, it's more than that.

**Auditor Stevens:** Well, but if you look at one (1) of the invoices, it's connected to it. We can't tie it back because we don't have an hourly rate. And I don't know if this is the place or the time to go through all of it. It's certainly up to you whether you approve or disapprove.

**Roger Emmons:** (Inaudible) purchase agreement on these.

**Commissioner Johnson:** Well, I'd like to know what I'm going to approve or disapprove.

**Auditor Stevens:** I appreciate that.

**Commissioner Saylor:** This is part of, I'm not, maybe Guy could even, but there's a Fire-eye and this is a network switch upgrade, Guy, that when they were here working that it wasn't with the upgrade. We had to do it. Is that right?

**Guy Whelan:** I believe.

**Commissioner Saylor:** I wish this stuff would be worked out besides not here in a public meeting. I mean we should be able to get this worked out.

**Auditor Stevens:** I agree. You can help, we did provide this, the Non-Certifieds to you on Wednesday of last week.

**Unknown:** Todd, do you want to say something?

**Todd Glass:** Mr. President. If you want, I could easily get an addendum to the contract specifying the hourly rate and make it retroactive. It's a, a half a page.

**Commissioner Saylor:** Thank you.

**Auditor Stevens:** Thank you.

**Commissioner Saylor:** Alright. So, I need a motion for the Un-Certifieds, Non-Certifieds.

**Commissioner Johnson:** Are these all, all these are against our telephone installation?

**Commissioner Saylor:** No, no I don't think all of them are against the...

**Commissioner Johnson:** These are signed by Greg.

**Roger Emmons:** Yeah, because they came out of the Council's Rainy Day Fund.

**Commissioner Saylor:** Rainy Day.

**Commissioner Johnson:** Okay.

**Roger Emmons:** And when those come in, I turned them into Krystal for payment.

**Commissioner Saylor:** So, this is Prosecutor's Office wiring, it says here. This was not part of the project because it was left out by our previous IT guy. So...

**Commissioner Phillippe:** It is part of the project. But it was just forgot about.

**Commissioner Johnson:** It was forgot.

**Commissioner Saylor:** It was left out by our previous IT guy, but the Prosecutor's needs phones, so we have to do it. So, that's what that is. The, this is, this is, I think, Terry, the FireEye, is that the network switch upgrade?

**Commissioner Phillippe:** Upgrade related to the FireEye which was required by the State. Is that right, Guy?

**Guy Whelan:** It will specifically say on there what it was (inaudible).

**Commissioner Phillippe:** Okay.

**Commissioner Saylor:** Yeah.

**Roger Emmons:** The four thousand and five (\$4,005.00)?

**Commissioner Saylor:** Yep.

**Commissioner Phillippe:** It would have been that or the switch that they put in after (inaudible) for the camera system that failed when they put a switch in at one (1) point. Right? That's more likely what this is?

**Roger Emmons:** (Inaudible) switch upgrade. (Inaudible).

**Commissioner Saylor:** Okay, but is this part of the, is this part of the bond funds? Or I mean part of the Rainy Day Funds?

**Roger Emmons:** Yes.

**Commissioner Saylor:** This is? This is Rainy Day?

**Roger Emmons:** Yes.

**Commissioner Saylor:** Okay.

**Commissioner Phillippe:** What's the date on that one (1)?

**Roger Emmons:** It's a progress bill.

**Commissioner Saylor:** Okay.

**Roger Emmons:** Right there it states is. Labor. But that's not to do with that FireEye.

**Commissioner Saylor:** That's not the FireEye? I don't know guys. What do we do here?

**Commissioner Phillippe:** Hang on here. Let's see what Guy's got to say.

**Guy Whelan:** This is got to be for the camera system.

**Commissioner Phillippe:** So, when the camera system failed and they had to add a switch in.

**Commissioner Saylor:** That's what it was. It's not the FireEye. It's the cameras.

**Guy Whelan:** And that was total unrelated to phone or, that was just a piece of equipment that died.

**Commissioner Phillippe:** That's an emergency.

**Commissioner Saylor:** Yeah. This here was not paid, this was probably not paid out of Rainy Day, was it?

**Roger Emmons:** Let's see.

**Commissioner Saylor:** See, I don't know if that's right, Roger.

**Roger Emmons:** It may not.

**Commissioner Saylor:** I don't think that's right.

**Roger Emmons:** I can contact her and get her to back it out.

**Commissioner Saylor:** Okay.

**Roger Emmons:** But, this is a percentage. Well, it cites the purchase agreement number. And it's a progress billing for labor which is not complete for twenty thousand twenty-five dollar (\$20,025.00) and the purchase agreement one-o-four-five-four (10454) which is cited there. I mean, I, we can, we can check it. I've got copies of all of them. So we can go back and get the hourly rates and determine exactly what they're for.

**Commissioner Saylor:** Okay.

**Roger Emmons:** In case they made a billing mistake.

**Commissioner Saylor:** Yeah, so we'll check on those. And so then do we need to approve these, or we need to sign these?

**Roger Emmons:** Well, if you approve them, you'll need to sign them. And like I said, I've got the copies.

**Commissioner Phillippe:** Do you want to approve the two (2) we know about?

**Commissioner Saylor:** So, he, if, so he...

**Commissioner Phillippe:** I feel like this one (1) could just be a misunderstanding in the language.

**Commissioner Johnson:** I think so.

**Commissioner Phillippe:** They possibly billed us...

**Commissioner Johnson:** I think this is an emergency.

**Commissioner Saylor:** So, we give that to Roger. He can work on that.

**Roger Emmons:** Okay.

**Commissioner Saylor:** This is, this is bond contingency funds general.

**Roger Emmons:** (Inaudible).

**Commissioner Saylor:** This says, invoice based on progress billing and hardware delivery.

**Roger Emmons:** See, this...

**Commissioner Saylor:** See there.

**Roger Emmons:** The thirty-two hundred dollar (\$3,200.00) one (1), that is for the Prosecutor's Office wire addition. Four (4) cable runs. And then they had two (2) cable runs in the Courthouse. One (1) of them was to the elevator due to there being no dial tone. It still is a part of the phone system.

**Commissioner Johnson:** I believe this one (1) is.

**Roger Emmons:** Yes.

**Commissioner Saylor:** Yep.

**Roger Emmons:** And that one (1) there...

**Commissioner Saylor:** This one (1) here, let's see what we've got. This is the Prosecutor's Office.

**Roger Emmons:** Yep, that's more, of course this, this is the one (1) that you ratified today. Eleven thousand six hundred ten (\$11,610.00), I believe, this is the bulk of the work they did for the Prosecutor's Office.

**Commissioner Saylor:** Right. To run the wire. That's the seven thousand seventy-seven hundred (7,077) feet of the wire and running that one (1). So, we just need to, this one (1) here is correct.

**Roger Emmons:** These two (2) can be approved, should be approved.

**Commissioner Saylor:** Okay. Right. So, Commissioners, these two (2) Un-Certifieds, Non-Certifieds. You want to look at those, Terry.

**Commissioner Phillippe:** No, I know what's going on.

**Commissioner Saylor:** So, do I have a motion?

**Commissioner Phillippe:** Make a motion to approve two (2) of the Midwest Telecom un-certified claims. Those two (2) would be, do you have numbers, Debbie?

**Commissioner Johnson:** This is from Invoice numbers seven-six-tw0-two-five (76225) and two-two-six-two-two-seven-two-two-eight (226227228). So those invoice numbers should be approved.

**Commissioner Saylor:** Okay.

**Commissioner Phillippe:** That's my motion.

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

**Commissioner Saylor:** All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Auditor Stevens:** Okay, thank you. And I do believe that the hourly, doing the addendum with the hourly rate, that will help us in the future. There will be more of those claims to come.

#### **OFFICE DEPOT – HIGHWAY DEPARTMENT**

**Auditor Stevens:** Alright, so last is Office Depot, MVH Fund, Highway Department. The total Home Depot is a hundred twenty-four dollars and sixty-six cents (\$124.66). Non-Certified is seventy-one dollars and seventy-five cents (\$71.75), coffee; eight dollar ninety-eight cents (\$8.98), creamer; sixteen dollars and seven cents (\$16.07), sugar.

**Commissioner Saylor:** Commissioners? Is there a motion?

**Commissioner Johnson:** Motion to approve.

**Commissioner Phillippe:** Second.

**Commissioner Saylor:** All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**Auditor Stevens:** Okay, thank you. That's all on claims.

**TREASURER'S REPORT**

**Auditor Stevens:** There's one (1) more for you and that is to submit the County Treasurer's monthly report. And this is for the month ending April 30<sup>th</sup>. And that's it.

**Commissioner Saylor:** Alright.

**Auditor Stevens:** Thank you.

**Commissioner Saylor:** Thank you.

*(Treasurer Report is located on Page 49 of these Official Minutes)*

**CENSUS DAY PROCLAMATION – COMPLETE COMMITTEE CHAIR BJ FARRELL**

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

**Commissioner Phillippe:** BJ.

**Commissioner Saylor:** Oh, I'm sorry. I wrote over it. I was writing underneath that. BJ. Census Day.

**Chief Deputy Auditor Farrell:** Please tell me you didn't forget about the Census. BJ Farrell, Warrick County Chief Deputy Auditor. I just wanted to share some information. First of all, thank you for your Proclamation of April 1 being Census Day that you signed back on March 24<sup>th</sup>. But, I just wanted to give you a quick update, and so I'll pass these out real quick. First of all I'm very proud of the committee we have. They're all working so hard, even continuing to do so during COVID-19. Currently, Warrick County sits in eighth position within the whole state of Indiana (inaudible) seventy-one point four percent (71.4%) response, self-response. And Indiana as a whole in number ten (10) in the nation in self-reporting. Back in 2010 our self-response was seventy-six (76%). But that also included anyone that had an enumerator visit them to their home and then they decided to respond by themselves. So, that would be considered self-response. So, we're doing great. The committee is working hard and we're really working to beat the numbers where Warrick County as a whole had an eighty-four percent (84%) response in 2010 and then eighty-six (86%) response in 2000. So, our goal is to beat those numbers and get dollars that are so important to our community. And a special thank you also to Bobby Howard because he put together a wonderful spreadsheet that Roger graciously emailed out to everyone this morning that shows how much money we get based on a lot of these things come from Census numbers. So thank you, Bobby, and thank you, Commissioners, for your Proclamation and your support. That's all I have to say.

**Commissioner Saylor:** Thank you, BJ, for your committee, that's good.

**Roger Emmons:** Tenth in the nation? That's pretty good.

**Commissioner Saylor:** Thank you for your, yourself and your committee's work. It is important that we get, that everybody get counted because it equates to dollars received.

**Chief Deputy Auditor Farrell:** It does.

**Commissioner Saylor:** It is important.

**Chief Deputy Auditor Farrell:** Okay, thank you both, everyone, very much.

**Roger Emmons:** Thanks, BJ.

**Commissioner Saylor:** So, that's good.

**COUNTY ENGINEER/HIGHWAY  
BRIDGE 113 - REIMBURSABLE UTILITY AGREEMENT WITH VECTREN**

**Commissioner Saylor:** Alright. Let's see that I don't skip anybody here. Bobby Howard. Come on up. County Highway/Engineer.

**Bobby Howard:** Good afternoon. The first item I have is Bridge 113. This is a City/County Utility Reimbursement Agreement with CenterPoint Energy. This is INDOT's Boilerplate Agreement but it's been reviewed by INDOT and this will be eighty percent (80%) reimbursable. The amount to this agreement is fifty nine thousand two hundred forty-four dollars and fifty-four cents (\$59,244.54) to relocate their facilities for the bridge construction. So I'd ask for approval of that to keep the project moving.

**Commissioner Johnson:** Relocate what, Bobby?

**Bobby Howard:** The electrical poles. There in poled easements from the 1950's.

**Commissioner Johnson:** They look it.

**Commissioner Saylor:** Alright, do I have a motion?

**Commissioner Johnson:** Make a motion to approve.

**Commissioner Phillippe:** Second.

**Commissioner Saylor:** All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

*(Bridge 113 Utility Agreement is located on File in the Auditor's Office)*

**APPROVAL OF PLANS AND SPECIFICATIONS FOR EPWORTH AND WARRICK TRAIL TRAFFIC SIGNAL**

**Bobby Howard:** The next item I have listed here is the approval of plans and specifications for the Epworth and Warrick Trail traffic signal. I do have the plan review and the specification, I believe, have been reviewed by the Attorney's Office and knows any comments he has have been, been acclimated into the specifications and the plans have been reviewed by myself and I just ask that we approve those tonight so we can get them advertised and out for bid and hopefully be back by the May 26th meeting.

**Commissioner Johnson:** Make a motion to approve the plans and specifications for Epworth and Warrick Trail traffic signal.

**Commissioner Phillippe:** I'll second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**BRIDGE 372 – OTTER CREEK**

**Bobby Howard:** A few more items real quickly I hope. But, Bridge 372, Two-Story Road. We had a bid package that was advertised out to be received today. It could be received in a sealed envelope or via email no later than 3:00 PM today. This was advertised twice and I believe we had four (4) companies respond to that.

**Roger Emmons:** What Bridge was that?

**Bobby Howard:** Bridge 372.

**Roger Emmons:** 372.

**Bobby Howard:** Yeah. Over Otter Creek. The companies that responded to that via email: Blankenberger, Blankenberger Brothers at two hundred forty-two thousand three hundred dollars (\$242,300.00); E&B Paving, three hundred seventy-seven thousand seven hundred fifty-six dollars and ninety-two cents (\$377,756.92). Then I had two (2) sealed bids.

**Commissioner Saylor:** Careful.

**Roger Emmons:** I just noticed Guy stole the podium. That's what he needs.

**Bobby Howard:** This one (1) is from CLR, INC, with a total of two hundred ninety-eight thousand nine hundred seventy-five dollars (\$298,975.00). And then the last one (1) is from Deig Brothers.

**Commissioner Saylor:** Careful. You're making me nervous. He's going to jab his hand. You've come inches from your hand.

**Commissioner Phillippe:** (Inaudible).

**Commissioner Saylor:** Oh, my God. Sheriff, can you search him.

**Bobby Howard:** Three hundred and sixteen thousand three hundred dollars (\$316,300.00).

**Commissioner Saylor:** Who was that, Bobby? I'm sorry.

**Bobby Howard:** Deig Brothers.

**Commissioner Saylor:** Deig? Okay.

**Commissioner Johnson:** Wow. It's all over the place.

**Roger Emmons:** Yep.

**Bobby Howard:** In an effort to keep this project moving, if you would approve the low bid subject to being compliant with the bid specs and responsive and then we can review them, me and Joe. And I believe that's Blankenberger Brothers.

**Commissioner Saylor:** Looks like it.

**Commissioner Johnson:** I'll make a motion to approve the low bidder of two hundred forty-two thousand three hundred dollars (\$242,300.00) with Blankenberger subject to Mr. Howard's and Mr. Grassman's approval of the bid



**Commissioner Phillippe:** I will second.

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

*(Bridge 372/Blankenberger Bid is located on File in the Auditor's Office)*

### **SECURITY SYSTEM AT HIGHWAY GARAGE**

**Bobby Howard:** Alright, the next item I have is in regards to issues at the Highway Department. We talked about security cameras and I've got a quote back today for that. This is from Five Star Security. I believe this is for sixteen (16) cameras. And we discussed their locations in a walkthrough. And the total amount of this quote is fourteen thousand four hundred nineteen dollars (\$14,419.00).

**Commissioner Johnson:** Can you repeat that, Bobby?

**Bobby Howard:** Fourteen thousand four hundred and nineteen dollars (\$14,419.00). And I believe this was kind of discussed about being a, during an emergency and since we've had some tampering, we're wanting to proceed.

**Commissioner Johnson:** It needs to be done right away.

**Bobby Howard:** Yeah.

**Commissioner Johnson:** In my mind.

**Todd Glass:** Mr. President, the issue was brought to my attention today and I advised you that you could address that under the Resolution 2020-03 authorities and under the emergency situation that presents as far as both security and getting the equipment out to the highway.

**Commissioner Saylor:** Okay.

**Todd Glass:** Then it would have to also be ratified by the Board.

**Commissioner Saylor:** Okay, so do we, can we approve that today by motion? Or do we wait to ratify that...

**Todd Glass:** You would enter into that contract as President of the Board of County Commissioners and bring it back to the Board later for ratification.

**Commissioner Saylor:** For ratification. Okay.

**Todd Glass:** Mr. Howard just wanted to put it on record as what's going on so that it's of record and you're being transparent.

### **JOHN DEERE LOADER PURCHASE AGREEMENT**

**Bobby Howard:** The last item I have....

**Commissioner Saylor:** I'm glad you're putting that away.

**Bobby Howard:** Is, well, maybe.

**Commissioner Johnson:** You need a bigger pocket.

**Bobby Howard:** The John Deere loader that we agreed to purchase of the lease agreement, I, well, it just got amended and sent to our attorney today. So, it's not ready yet, but I'd like you to approve subject to legal review. We have got, we've accepted delivery of the machine and so we do have it and I believe that as long as everything meets legal review we should be able to proceed.

**Commissioner Phillippe:** Make a motion to, help me out here please.

**Todd Glass:** Approve the John Deere Lease Purchase Agreement for...

**Commissioner Phillippe:** Subject to legal review?

**Todd Glass:** Subject to legal review.

**Commissioner Johnson:** And I'll second that.

**Roger Emmons:** Is that with Boonville Federal?

**Bobby Howard:** Not this one (1).

**Roger Emmons:** Oh, okay. This is a different one (1).

**Bobby Howard:** This came in better to go through John Deere. Boonville Federal was a tractor.

**Roger Emmons:** Okay. A John Deere tractor

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** Aye.

**Commissioner Saylor:** Aye. (Motion carried 3-0). Bobby, are we, when this equipment's purchased like this, our insurance carrier gets, gets notified.

**Bobby Howard:** Yes. Yes. If something needs removed we remove it. This is a new piece of equipment and we're not removing anything. But, yes, once we've got a lease signed then I give that information over. Yes and she's aware of this one (1) from early discussions for the lease, they had to get information from her.

**Commissioner Saylor:** Okay. Just wanted to double check. Alright. Is that it, Bobby?

**Bobby Howard:** That's all I have, thank you.

**Commissioner Saylor:** Thank you.

*(John Deere Purchase Agreement is located on File in the Auditor's Office)*

### COUNTY PURCHASING CELEBRATION ICE CONTRACT FOR SCALES LAKE

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

**Joe Grassman:** Good afternoon.

**Roger Emmons:** Good afternoon, Joe.

**Commissioner Saylor:** Hi, Joe.

**Joe Grassman:** Joe Grassman, Purchasing Manager. Scales Lake received a letter in March from their current ice, bagged ice supplier and they informed them that because of all the issues going on in the country and the area that they're going to have to raise their prices twelve percent (12%) from eighty-three cents (\$0.83) a bag to ninety-four cents (\$0.94) a bag. Well, that didn't sit to well with the Parks if you could imagine. So, we got to looking around and so this is a company called the Home City Ice Company, they're out of Cincinnati and they are gradually buying up all the small ice providers in this area. Kind of like Mulzer. Luckily, there's a guy out of Jasper, an independent, and he's still battling them on a day to day basis. So, I got ahold of him and he agreed to supply us those seven (7) pound bags of ice for eighty cents (\$0.80) a bag. So, which is quite a bit better and we, I drew up a little contract, one (1) page contract that just lists very simply the terms of the contract. Eighty cents (\$0.80) a bag, free delivery. Five (5) years, eighty cents (\$0.80), the price for five (5) years. And basically it's a termination notice if there's discord between the two (2) parties and so on. Anyway, I ran this by our attorney and also ran it by the proprietor of this other company which is by the way called, what's this guy's name? Celebration Ice. And like I said, they're out of Jasper, Indiana. He was in favor of all of this. As a matter of fact, he signed it and sent it back. So, we have his approval. The attorney looked at it. He's okay with it. So, I'd like for you guys to approve this contract with Celebration Ice, LLC out of Jasper, for ice for Scales Lake. If anybody else needs it, if any other office needs it, they can also buy it for that same price.

**Commissioner Phillippe:** You just answered my question.

**Commissioner Saylor:** Joe?

**Joe Grassman:** Yes?

**Commissioner Saylor:** Do they supply freezers for the Parks?

**Joe Grassman:** They do.

**Commissioner Saylor:** They do? Okay.

**Joe Grassman:** Yes. I think they're going to use, have two (2) of them out there. At least that's what they've had in the past.

**Commissioner Saylor:** Perfect. Okay.

**Commissioner Johnson:** Make a motion to approve the contract with Celebration Ice.

**Commissioner Phillippe:** Second.

**Commissioner Saylor:** All in favor say, aye.

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**OPEN QUOTES FOR COMMISSIONERS DEED SALE**

**Joe Grassman:** I have here the quotes for the auctioneer companies that we're bidding on for the service to do the auction, the Commissioners' Deed Sale. Just real quickly, I sent out six (6) invitations to quote and received three (3) replies. And I'll open those three (3) replies right now. First one (1) is from Curran Miller Auction/Realty. They simply agreed to do it at, with a four percent (4%) commission, on a four percent (4%) commission basis.

**Commissioner Saylor:** That was Curran-Miller?

**Joe Grassman:** Curran Miller. This quote is from SRI, INC in Indianapolis. Okay, it's a little more detailed here. We'll have to go through this, Todd, but basically it looks like two hundred fifty dollars (\$250.00) sale set up fee plus fifteen percent (15%) of sale proceeds. I guess that's like fifteen percent (15%).

**Commissioner Phillippe:** And did you say this was a quote or proposal?

**Joe Grassman:** They're all quotes.

**Commissioner Phillippe:** Quotes.

**Joe Grassman:** Yes. And that's, the only difference on that that I see is for a live internet deed sale and then in that case the price, the set up price is five hundred dollars (\$500.00), but it's still fifteen percent (15%) interest fee or commission.

**Commissioner Johnson:** That's a lot.

**Roger Emmons:** You (inaudible).

**Commissioner Johnson:** (Inaudible) property.

**Commissioner Saylor:** Joe, is that Bobby's knife?

**Joe Grassman:** No.

**Commissioner Saylor:** Okay, good.

**Commissioner Johnson:** Please get him one (1) of those non-lethal ones.

**Joe Grassman:** We'll have to do, we can get that. I think Office Depot can probably set him up with that.

**Commissioner Saylor:** Get one (1) for him. I see a workman's comp claim coming in.

**Joe Grassman:** I could just take that one (1) and dull the blade real bad.

**Commissioner Saylor:** Can you do that?

**Joe Grassman:** Alright. What we have here is, this is from, I'm not sure how to pronounce it. S-o-h-n, how do you...?

**Roger Emmons:** Sohn.

**Commissioner Johnson:** Sohn.

**Joe Grassman:** Sohn? Okay, Sohn and Associates, LTD. Thank you for the opportunity, okay. I'm sorry this takes so long but we ask these be sealed. So I couldn't look at them 'til now. And as you see they're all, they all do things a little differently. This guy is longwinded.

**Commissioner Saylor:** That's fine, Joe. I just, I just got a text from my daughter and my granddaughter is yelling Papa at the, and no I'm not responding to her.

**Joe Grassman:** Well, then I'll just drag it out a little bit.

**Commissioner Phillippe:** Say hi to her?

**Commissioner Saylor:** Hi, Layton.

**Joe Grassman:** Come on people. Real estate (inaudible).

**Todd Glass:** Mr. President, if I may, there were a lot of conditions in the request for quotes on live auction and in person auction and that's going to be in June. We hope to have both an in person auction ability and a live auction and also a variety of terms. So, it, I'm not surprised he can't figure out some of this. Maybe you can just refer them to Joe and Andrew Skinner to review for recommendation on the lowest and most responsive.

**Commissioner Phillippe:** So, we would approve that now?

**Roger Emmons:** Take them under advisement?

**Commissioner Saylor:** Just take them under advisement?

**Joe Grassman:** I was going to try and at least give you something on this (inaudible), but for the life of me, I cannot, on the form of proposal, he's got N/A which means not applies. So, I don't know. I don't know where his numbers are on this thing. Give me just one (1) second. That's the expenses. Sohn and Associates would be happy to conduct the auction at a reduced commission rate of four and a half percent (4 ½%) of the total sale price or twenty-five hundred dollar...twenty-five hundred dollar (\$2,500.00) flat fee.

Todd Glass: (Inaudible).

Commissioner Johnson: So, do we...?

Roger Emmons: Whichever's greater...?

Commissioner Johnson: Approve this pending Counsel and...?

Todd Glass: Most likely it will be Curran Miller or Sohn and we'll review for responsiveness and probably as early as tomorrow have an indication to you. But if you would approve one (1) of the two (2) lowest bids and for responsiveness pursuant our review.

Commissioner Saylor: Okay.

Commissioner Johnson: And I'll make that motion on what he said.

Commissioner Phillippe: I'll second.

Commissioner Saylor: So, I have a first and a second on what legal counsel said. So all in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Joe Grassman: Okay.

Commissioner Johnson: Thank you, Joe.

Joe Grassman: Thank you.

Commissioner Saylor: Thanks, Joe.

*(Deed Sale Contract is located on Page 50 of these Official Minutes)*

#### **COUNTY SHERIFF**

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

Sheriff Wilder: I have nothing.

Commissioner Saylor: Thank you, Sheriff.

#### **COMMISSIONER ITEMS FOR DISCUSSION**

Commissioner Saylor: Next item on the agenda is Commissioner Items. Commissioner Phillippe?

Commissioner Phillippe: Nothing.

Commissioner Saylor: Commissioner Johnson?

Commissioner Johnson: No, Sir.

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

Commissioner Phillippe: Motion to adjourn. (Motion to adjourn carried 3-0).

ADJOURNMENT: Meeting adjourned at 5:16 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

  
DAN SAYLOR, PRESIDENT

  
ROBERT JOHNSON JR., VICE PRESIDENT

\_\_\_\_\_  
TERRY PHILIPPE, MEMBER

ATTEST:   
DEBORAH K. STEVENS, AUDITOR  
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges



April 20, 2020

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

RE: Spring Creek Subdivision  
Newburgh, IN  
Our Project No.: 16-2558

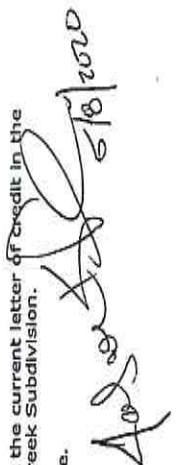
On behalf of the developer, Spring Haven LLC, we request that the current letter of credit in the amount of \$119,400.00 be extended for one year for Spring Creek Subdivision.

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




Sincerely,  
CASH WAGNER & ASSOCIATES, PC

  
Glen Merritt Jr., P.E.  
Project Engineer

Cc: File

  
Auditor  
Date: 5/11/2020

BOARD OF COMMISSIONERS:

President:   
Members:   
Member: 

ATTEST:   
Auditor  
Date: 5/11/2020

4140 ITADEL DRIVE, SUITE B • EVANSVILLE, IN 47715  
PH 812.401.5551 • FAX 812.401.5553  
E-MAIL: DMERRITT@CASHWAGNER.COM

EVANSVILLE • JASPER WWW.CASHWAGNER.COM

**Area Plan Commission**

**From:** Bobby Howard <bhoward@warrickcounty.gov> on behalf of Bobby Howard  
**Sent:** Monday, April 20, 2020 8:49 AM  
**To:** Area Plan Commission  
**Cc:** Phil Baxter; Steve Sherwood; Jason Baxter  
**Subject:** Re: FW: Spring Creek

I am fine with it. Thanks!

On Tue, Apr 21, 2020 at 8:47 AM, Area Plan Commission <apc@warrickcounty.koy> wrote:  
Please see the attached letter. I am not sure how you are good with retaining the same dollar amount. They have had 3 years so this will go to the Commissioners for the extension request.

Thanks,

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

-----Original Message-----  
**From:** Glen Meritt <GMeritt@cashycorner.net>  
**Sent:** Monday, April 20, 2020 4:59 PM  
**To:** Area Plan Commission <apc@warrickcounty.koy>  
**Cc:** Annette Elpers <anelpers@johnellers.com>  
**Subject:** Spring Creek

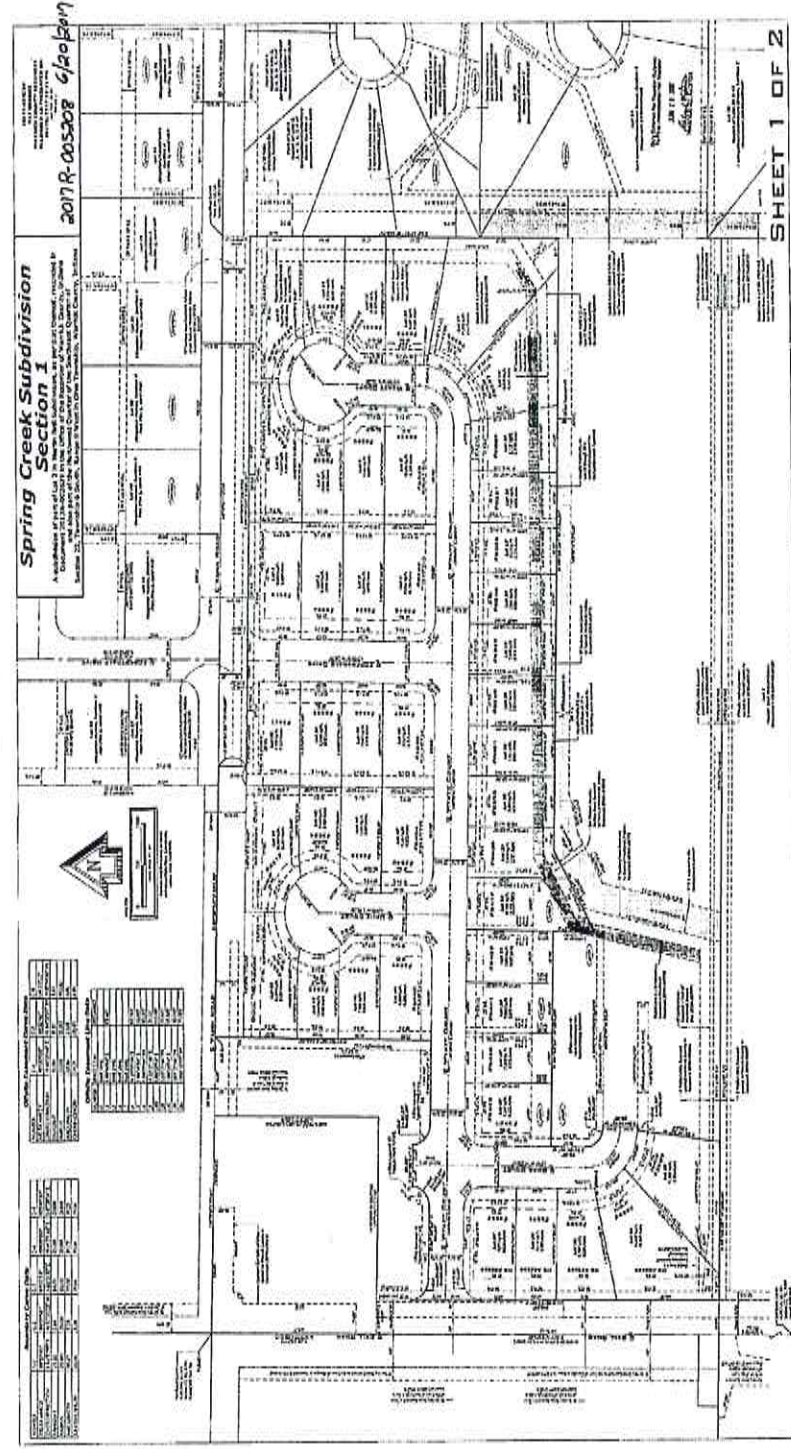
Attached is the letter of credit renewal request for Spring Creek Subdivision. Let me know if you need anything else.

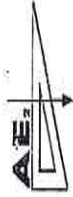
Thank you.

Glen Meritt Jr.  
Project Engineer  
CASHY CORNER & ASSOCIATES, PC  
414 CHURCH ST. SUITE B  
EVANSVILLE, IN 47713  
Main: 812-401-5561 Cell: 812-774-2988

Respectfully,

Robert Howard  
Warrick County Highway Engineer  
812-897-6094





ANDY EASLEY ENGINEERING, INC.  
1000 W. STATE ST. SUITE 100  
NEWBURGH, IN 47630  
PHONE: 765.251.4770  
FAX: 765.251.4771  
WWW.AEENGINEERING.COM

Warrick Place IV  
Civil Engineer Release  
"CERTIFICATE OF COMPLETION"

FILED

APR 28 2020

WARRICK COUNTY  
AREA PLAN COMMISSION

*[Signature]*  
5/11/2020

April 28, 2020

RYJO Enterprises  
Tommy Carwash  
7500 N. Lugo  
Newburgh, IN 47630

CERTIFICATE OF COMPLETION  
STORM DRAINAGE

This letter is to certify that all basic storm water improvements/work have been installed and completed in the subject commercial development.



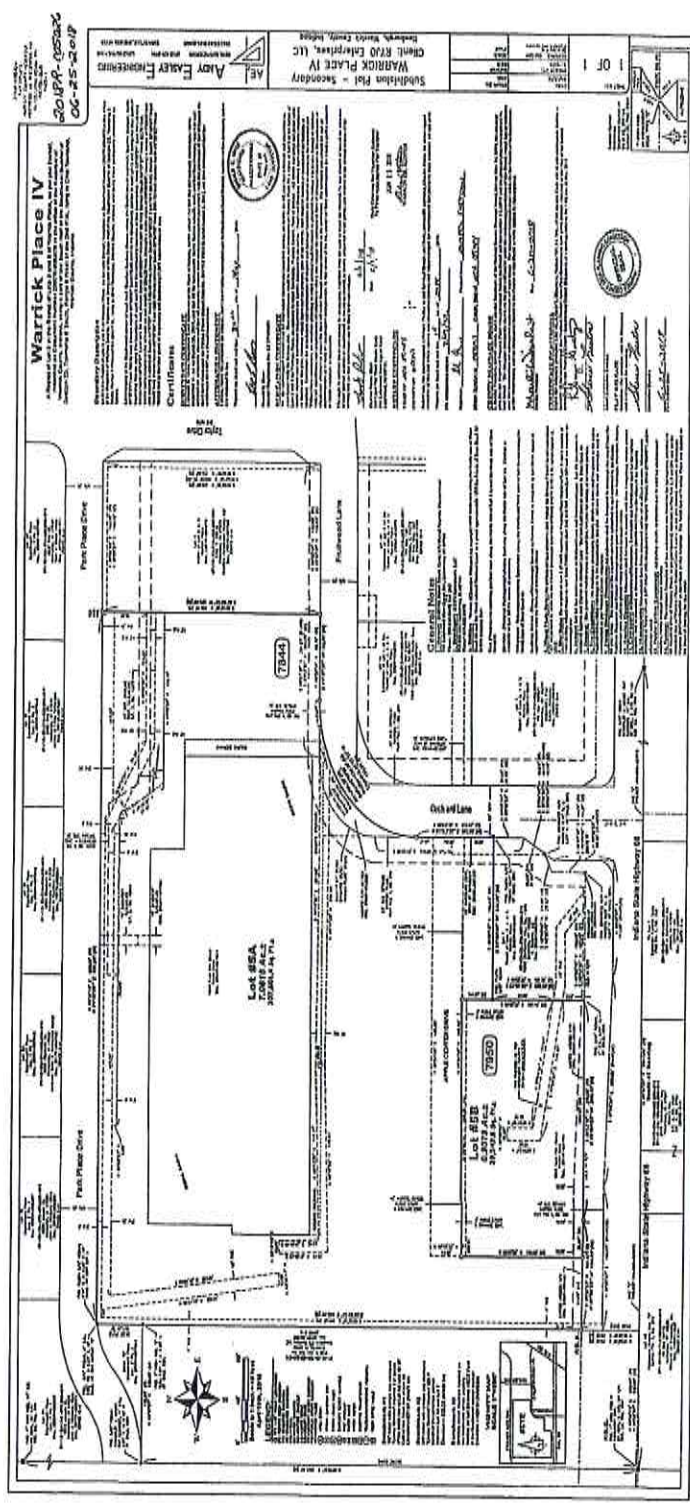
*[Signature]*  
Anthony D. Wilson  
Professional Engineer  
Indiana Registration No. 21442

BOARD OF COMMISSIONERS:

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

ATTEST:

*[Signature]*  
Auditor  
Date: 5/11/2020



ANDY EASLEY ENGINEERING, INC.  
1000 W. STATE ST. SUITE 100  
NEWBURGH, IN 47630  
PHONE: 765.251.4770  
FAX: 765.251.4771  
WWW.AEENGINEERING.COM

U-2018-000

April 28, 2020

RYJO Enterprises  
Tommy Carwash  
7500 N. Lugo  
Newburgh, IN 47630

CERTIFICATE OF COMPLETION  
STORM DRAINAGE

This letter is to certify that the commercial driveway has been installed and completed for the above subject property.



*[Signature]*  
Anthony D. Wilson  
Professional Engineer  
Indiana Registration No. 21442

BOARD OF COMMISSIONERS:

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

ATTEST:

*[Signature]*  
Auditor  
Date: 5/11/2020



May 6, 2020  
Warrick County Area Plan Commission  
Warrick County Court House – Room 201  
Boonville, Indiana 47801

Re: Waterstone Subdivision Sections 2 and 4  
Sidewalk Certification  
Our Project 6255.4.011

Dear Plan Commission,

The undersigned hereby certifies that the sidewalks within Waterstone Subdivision Sections 2 and 4 have been constructed in general compliance with the roadway plans approved by the Warrick County Board of Commissioners.

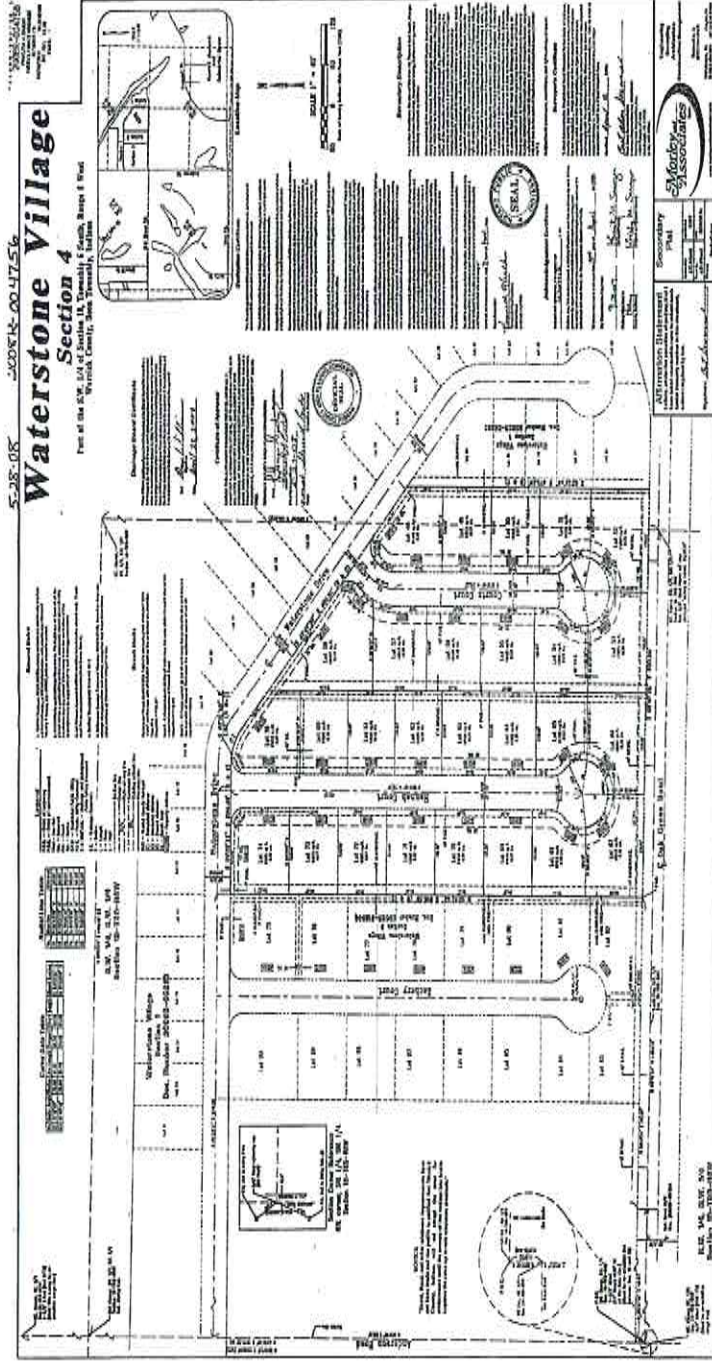
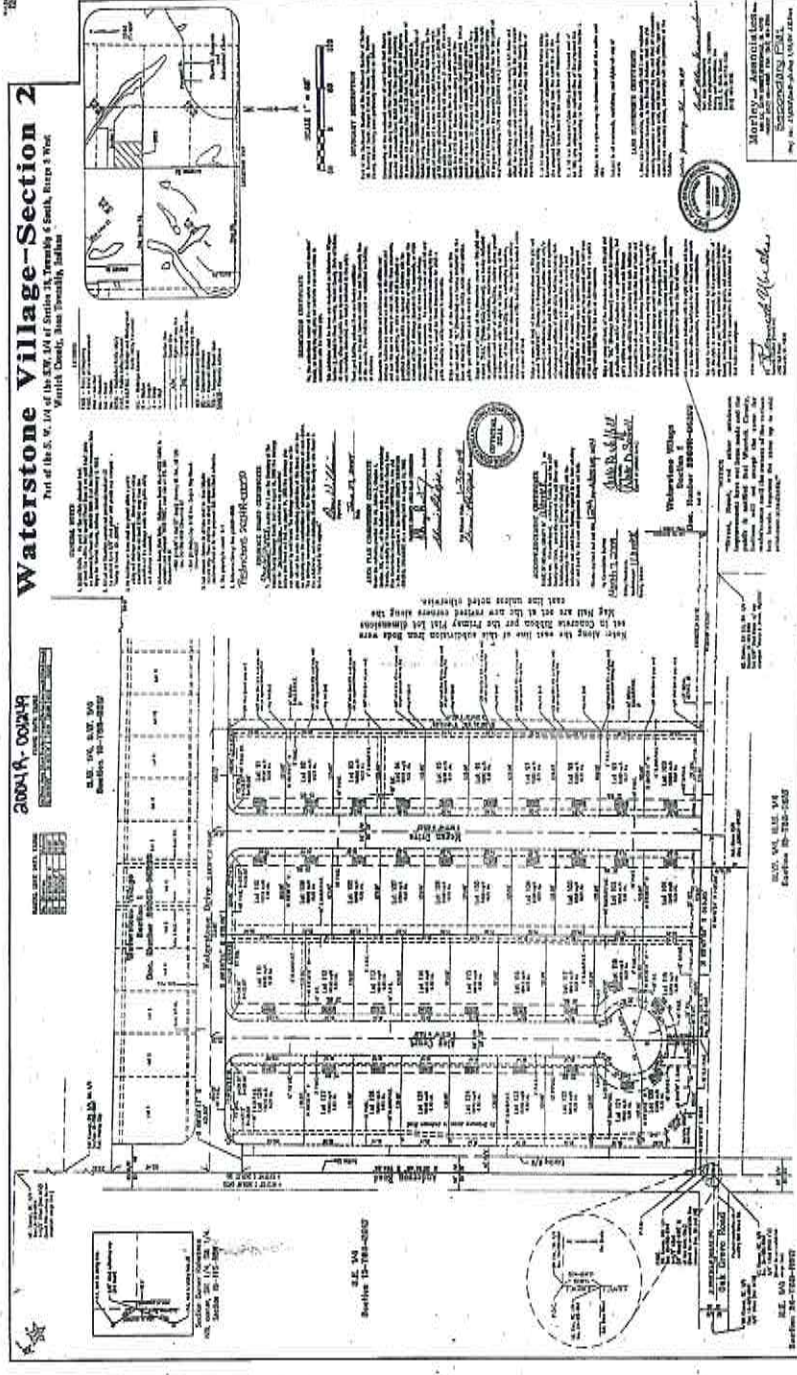


06/06/20

Certified by:  
James E. Morley, P.E.  
Indiana Registration No. 101000250

150000535-02920202101000250 04 20 WARRICK COUNTY AREA PLAN COMMISSION SURVEYOR CERTIFICATION

*[Signature]*  
Member  
Date: 5/11/2020





Date: May 8, 2020

NAME OF SUBDIVISION: Waterstone Subdivision Sections 2 and 4

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

NAME OF STREET:  
Alex Court  
Dane Court  
Hemlock Court  
Couriz Court

NO. LINEAL FEET:

1472.0  
1551.0  
1472.0  
1001.0

TOTAL 5,496.0

*[Signature]*  
Subdivision Developer  
Maken Corporation  
Daniel J. Uebelhor, President

This request is accompanied by a certificate of James E. Morley, P.E., P.L.S. Professional Engineer - Land Surveyor that the sidewalks were constructed in general accordance with the plans approved by the Board of County Commissioners.  
**THIS REQUEST FOR SIDEWALK ACKNOWLEDGEMENT MUST BE ACCOMPANIED BY A SMALL COPY OF THE SUBDIVISION PLAT.**

I have inspected the subject sidewalks and recommend acknowledgement.

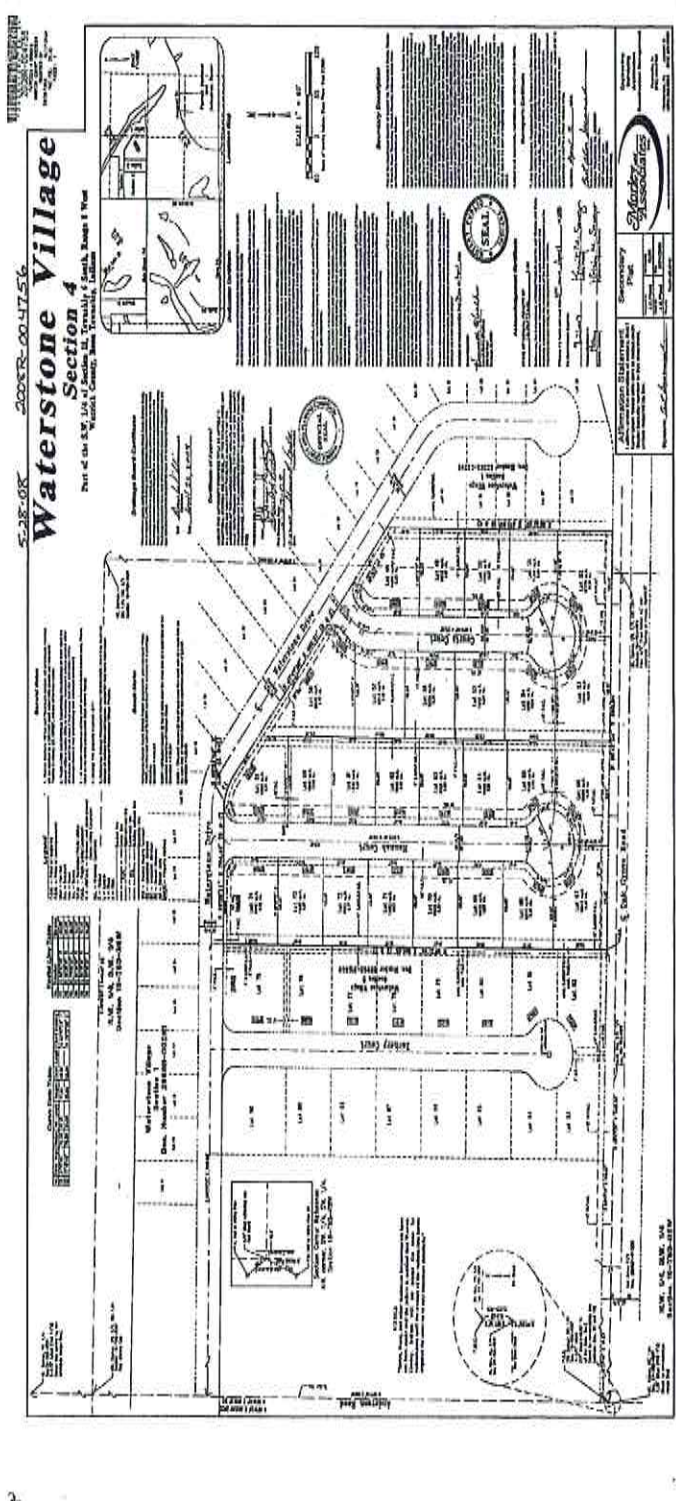
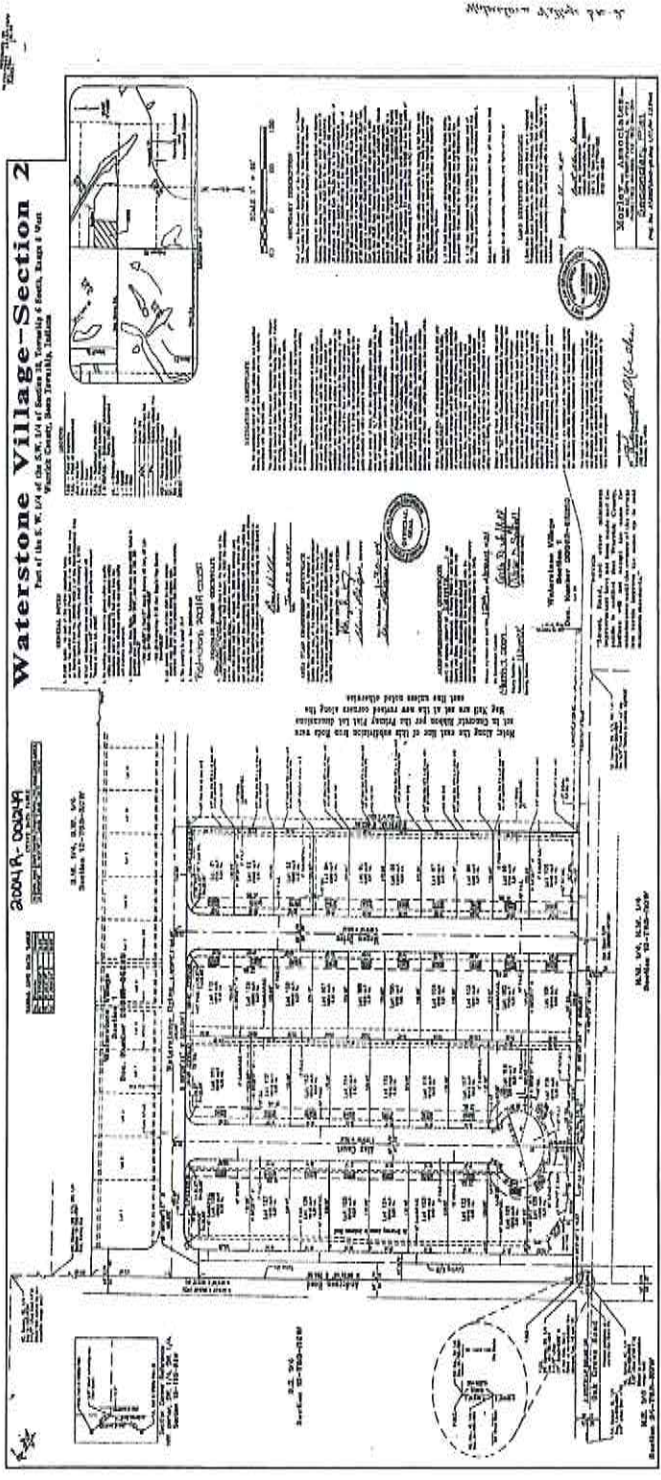
DATE: 5/11/2020

*[Signature]*  
County Highway Engineer

*[Signature]*  
BOARD OF COUNTY COMMISSIONERS

*[Signature]*  
ATTEST: COUNTY AUDITOR

J:\1800016200-6200\6266\CIVIL\1000\2020.04.28 Waterstone Sidewalk Acceptance\6266 Sidewalk Ack Waterstone.doc



2020 Primary Locations (Final)

Yellow Highlight = new location from previous election  
Red Font = assigned to a new polling location from previous election

Yankeetown Fire House	Anderson
Boonville Middle School	Boon 3, 15
Boonville Legion	Boon 12
Boonville Old Courthouse	Boon 6
Boonville High School	Boon 5, 7, 11
4th Center	Boon 8
FOFP	Boon 9, 10
First Church of Christ	Campbell
Ellettsville Fire House	Hess 1, 2
Lynnville Community Center	Hess 13
Chandler Community Center	Boon 13, 14
Aluminum Workers Local 104	Ohio 6, 7, 14, 34
Castle High School	Ohio 1, 26
Newburgh Elementary School	Ohio 13, 16, 33
Newburgh Legion	Ohio 3, 9, 20, 32
Ohio State University	Ohio 4, 22
Epworth United Methodist Church - Lincoln Ave Entrance	Ohio 5, 23, 30, 31
Living Word Church	Ohio 10, 32, 21, 28
First Christian Church - Rear Entrance	Ohio 11, 18, 27
Sharon Elementary School	Ohio 2, 23, 24, 25
Folsomville Fire Station	Ohio 5, 15, 17, 19
Pigeon Twp Community Center	Owen
Tennyson Community Center	Pigeon and Lane
Bakers Chapel	Skelton 1
	Skelton 2

Area Plan Commission

FILED  
MAR 17 2020

WARRICK COUNTY  
AREA PLAN COMMISSION

Reginald Heck <heckengineering@gmail.com> on behalf of Reginald Heck  
Tuesday, March 17, 2020 10:51 AM  
APC@warrickcounty.gov; Hobgood Post Frames  
ENTRANCE CONSTRUCTION PERMIT -#C-2019-025 7333 Peachwood Dr.

From:

Sent:

To:

Subject:

In replying to your February 27, 2020 letter to Hobgood Post Frame:

I, Reginald N. Heck, PE, have inspected the Entry Drive at 7333 Peachwood Drive Newburgh, IN; on March 07, 2020 and found it to be in compliance with the drawing as submitted with permit application.

If you have any questions please do not hesitate to contact me by email or 812-479-7944.

BOARD OF COMMISSIONERS:

President

Member

Member

ATTEST:

Auditor

Date: 3/17/20-10

C-2020-005  
Maken Corporation  
4844 Vann Road

BOARD OF COMMISSIONERS:

President

Member

Member

ATTEST:

Auditor

Date: 3/17/2020



**MORLEY**  
ARCHITECTS | ENGINEERS | SURVEYORS

812-484-8888  
4800 Rembrandt Ln., Newburgh, IN 47630  
morleycorp.com

3020-0030

March 11, 2020

Warrick County Engineer's Office  
Attn: Bobby Howard, P.E.  
100 V. Locust Street, Suite 208  
Boonville, IN 47601

RE: 4844 Vann Road  
Engineer's Certification of Commercial Driveway  
Morley Project #11011.4.001-A

Dear Bobby,

On behalf of our client, we are requesting the release of surety for the commercial driveway at 4844 Vann Road, being Lot 8. The final installation has been inspected and the commercial driveway is in general compliance with the approved permit.

If you have any questions, please let me know.

Thank you.

*Jeremy Elred*  
Jeremy Elred, P.E.  
Civil Staff Engineer

cc: Warrick APC - Sherril Rector  
Maken Corporation  
File



5/11/2020

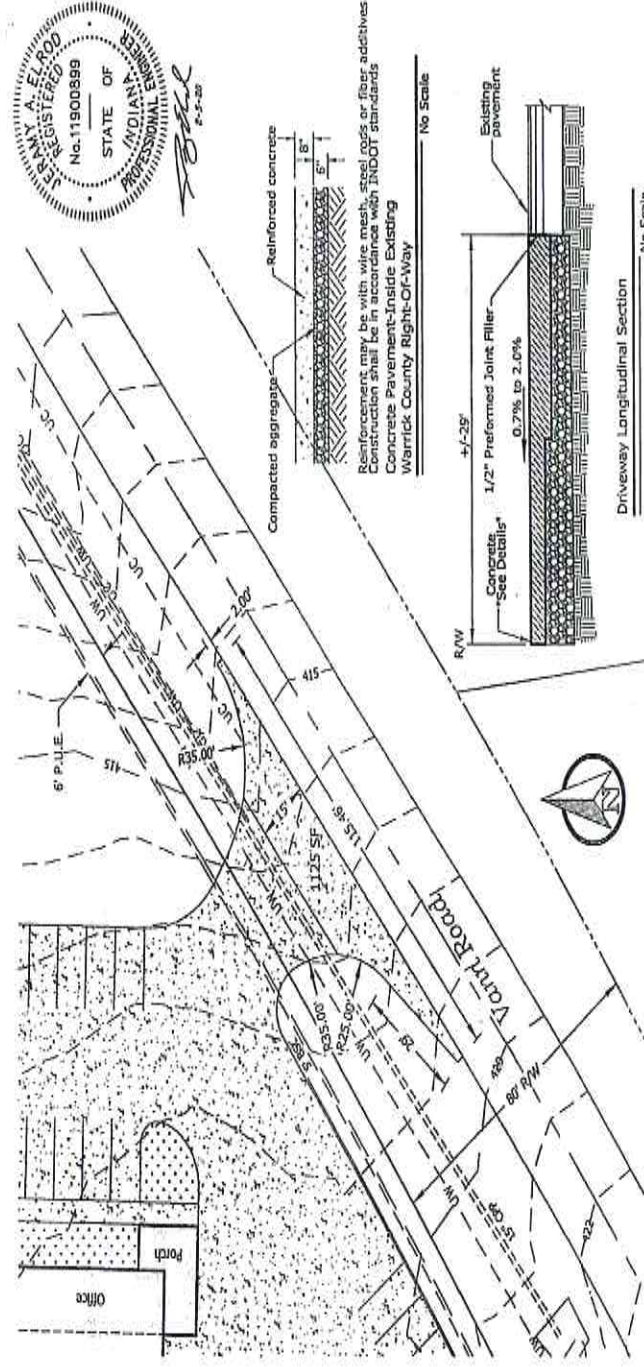
FILED

MAR 11 2020

WARRICK COUNTY  
PLANNING COMMISSION

J:\11000899\10800-10800\CIVIL\3DADocuments\Outgoing\Commercial Drive Permit\Comm.Dr.ReleaseRev.docx

\\warrick\public\3d\11000899\10800-10800\CIVIL\3DADocuments\Outgoing\Commercial Drive Permit\Comm.Dr.ReleaseRev.docx



5-5-20



Driveway Longitudinal Section

NOTE: - Entrance drive shall be constructed in accordance with the INDOT Driveway Permit Manual

FILED



**MORLEY**  
ARCHITECTS | ENGINEERS | SURVEYORS

812-484-8888  
4800 Rembrandt Ln., Newburgh, IN 47630  
morleycorp.com

812-484-8888  
4800 Rembrandt Ln., Newburgh, IN 47630  
morleycorp.com

812-484-8888  
4800 Rembrandt Ln., Newburgh, IN 47630  
morleycorp.com

812-484-8888  
4800 Rembrandt Ln., Newburgh, IN 47630  
morleycorp.com

C-2018-006  
Heave Construction LLC  
4211 Grimm Road

*B. Howard*

BOARD OF COMMISSIONERS:

President: *Bobby Howard*

Member: *Sherril Rector*

Member: *Jeremy Elred*

ATTEST:

*Sherril Rector*  
Auditor  
Date: 5/11/2020



812.484.8585 ext 400  
4800 Riverchase Ln., Newburgh, IN 47630  
mrc@morley.com

March 4, 2020  
Warrick County Engineer's Office  
Attn: Bobby Howard, P.E.  
107 W. Locust Street, Suite 208  
Boonville, IN 47601

RE: Heritage Woods of Newburgh Commercial Driveway  
Engineer's Certification - C-2018-006  
4211 Grimm Road - Lot 1 of Gateway Place Section 1  
Our Project #10203-1-001-C

Dear Bobby,

On behalf of our client, we are requesting the release of the surety for the commercial driveway for the Heritage Woods of Newburgh project. The driveway was completed on 03/03/2020 and the commercial driveway and it has been constructed in general compliance with the approved Commercial Drive Permit.

Thank you.



James E. Morley, P.E., P.L.S.

Cc: Warrick APC - Sherri Rector  
Herve Construction LLC - Ed Patton

FILED  
MAR 04 2020  
WARRICK COUNTY  
AUDITOR'S OFFICE

J:\100006\10200-10200\CIVIL\3D\Documents\Commercial Drive Permit\10203 LOC APC Drive Release.Dwg

APPROVED

WARRICK COUNTY APPLICATION FOR PEDDLER/SOLICITOR LICENSE Date 03/03/2020 by J.E. Morley

Applicant

Name Jared Pijman  
Phone Number 812-305-5863  
Local Phone Number (if different) N/A  
Company/Organization Name TC Green  
Phone number 812-848-9860

Home Address 2908 Birch Bluff Ln  
Evansville, IN 47715  
Local Address (if applicable/different) N/A  
Address of Company/Organization TC Green  
4211 Grimm Road  
Evansville, IN 47715  
Address of office in which applicant works TC Green

List of individuals that will be peddling or soliciting:

Name	Sex	Age	Height	Weight	Hair/Eye Color
<u>See Attached</u>					

Please describe the nature of the goods, wares, merchandise, or services to be sold or for which orders are to be solicited: Home Care, Tree Stump Care, August C. Fuel

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

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

See reverse side

Vehicles to be used:

Year	Model	Make	Color	License Plate Number
<u>2017</u>	<u>Aztek</u>	<u>A.</u>		

Please initial next to each once completed:

- ORP 1. I have provided a list of all felony and/or misdemeanor convictions of the applicant and every agent that will be peddling or soliciting, including the date of conviction and the city/state of all such convictions. If none, write "none" here. N/A
- ORP 2. I have provided proof of written permission from the property owner of the location where I will be set up. If not applicable, write "not applicable" here. N/A
- ORP 3. I have provided a valid merchant certificate issued by the Indiana Department of Revenue.
- ORP 4. I have provided a copy of the Warrick County Health Department permit to use, handle, sell, and/or distribute food within Warrick County. If not applicable, write "not applicable" here. N/A
- ORP 5. I have provided a certificate of insurance proving comprehensive general liability coverage for the activities to be performed in the sum of no less than five hundred thousand dollars (\$500,000).
- ORP 6. I have provided a certificate of insurance for all vehicles that will be used by any party while peddling or soliciting.
- ORP 7. I have provided a copy of a current and valid driver's license for all individuals that will be driving a vehicle in conjunction with peddling or soliciting.
- ORP 8. I have provided identification containing the signature and photograph of the applicant and all agents that will be peddling or soliciting. Such photograph must be taken within sixty (60) days of the date of the application and must show the head and shoulders of the individual.

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

(Name) Jared Pijman Address 8601 Brownsgate Rd  
Evansville, IN 47715  
(Phone) 812-868-5860

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

Jared Pijman  
Signature of Applicant

3/9/20  
Date



P.O. Box 3273 • Evansville, IN 47731  
515 North West Second • Merrillville, IN 46461  
(812) 422-5358 • FAX (812) 422-5851  
COMMERCIAL—INDUSTRIAL WIRING

3/9/2020

Traffic Signal Maintenance Contract  
Warrick County Commissioners

In late 2019 we met for a discussion concerning required training costs and certifications, as well as increasing insurance premiums directly related to traffic signal maintenance work. In addition, we discussed the possibility of a 30 percent increase in the Warrick County Traffic Signal Maintenance Contract. Our request was certainly understood and appreciated by the County Board, but budgeting had just been set for the 2020 year. Likewise, we understand your budgeting process and the need to maintain this contract period, with the opportunity for further cost recovery in future contract renewals.

The attached Contract renewal reflects the above mentioned 10 percent increase. As always, we appreciate Warrick County as one of our valued customers.

If you have any questions or we can be of further assistance please feel free to call or email

Sincerely,

Richard A. Will

VP of Op.

Cell # (812) 455-1039

**TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

This AGREEMENT is entered into, by and between, **WARRICK COUNTY**, hereinafter referred to as the COUNTY, and **MORRIS BELCHER, INC.**, hereinafter referred to as the CONTRACTOR, COUNTY.

The CONTRACTOR agrees to perform such work as herein described and the COUNTY agrees to compensate the CONTRACTOR in accordance with the terms of this AGREEMENT or an amendment agreed upon by both parties.

**GENERAL CONDITIONS**

1. The COUNTY shall determine the adjustment and timing of all traffic signals "A."
2. The CONTRACTOR shall inspect and maintain those traffic signals on EXHIBIT "A."
3. The CONTRACTOR shall, at all times, have a qualified traffic signal technician available for service calls. The technician who performs service calls shall be certified by the International Municipal Signal Association (IMSA) as a Traffic Signal Technician, Level II or greater. Confirmation of the required qualifications shall be submitted to the COUNTY upon request. CONTRACTOR shall supply COUNTY (Warrick County Highway Department) with emergency/after hours contact information.
4. The current editions of the Indiana Department of Transportation Standard Specifications and the Indiana Manual on Uniform Traffic Control Devices, including subsequent revisions, shall be used in conjunction with this AGREEMENT.

**SIGNAL LAMP WATTAGE TABLE**

The following table shall be used as a guideline for proper bulb wattage's:

Signal Indication	Lamp Wattage
12 in Green, 12 in Amber	116 Watts
12 in Red, 12 in Amber Arrow, 12 Green Arrow	150 Watts
Cabinet Convenience Bulb: G, M or P-1 cabinets	67 Watts

**EQUIPMENT INVENTORY REPORT**

It will be required of the CONTRACTOR to supply an itemized report of all material supplied by the County that is in the following status:

1. Stock on hand at beginning of period
2. Stock obtained during the period
3. Stock used during period
4. Stock returned during the period
5. Stock returned to the County

In addition, the CONTRACTOR will be required to supply the locations and dates where returned stock was received. The frequency of supplying this summary to the COUNTY shall be one every six month with the first summary due six months after the effective starting date.

**ROUTINE MAINTENANCE**

Routine maintenance shall be performed by the CONTRACTOR upon all existing traffic signals listed in EXHIBIT "A."

The CONTRACTOR shall have a system for dispatching a qualified traffic signal technician 24 hours per day, every day of the year, for the term of this AGREEMENT.

1. Emergency Response Maintenance: Emergency response will be defined as the response to a reported or discovered malfunction of a traffic signal. Upon notification of a malfunction, response shall occur in a timely manner. Upon arrival, the traffic signal technician shall take appropriate corrective actions to bring the signalized intersection to a safe mode of operation (see Power Outages).

After the signalized intersection is made safe, the signal technician shall then correct the malfunction. This corrective action shall include, but not be limited to, the activities as follows:

- a. Replace defective bulbs (see bulb replacement)
- b. Replace blown fuses or reset circuit breakers
- c. Replace traffic signal controllers
- d. Replace detector amplifiers
- e. Replace signal heads
- f. Replace signal relays
- g. Replace load relays
- h. Replace conflict monitors
- i. Replace signal lenses
- j. Disconnection of traffic signal coordination equipment
- k. Diagnosis of loop detection systems to identify deficient components
- l. Logging of back panel and cabinet equipment status for the purpose of malfunction diagnosis
- m. Replace fuse panel switches
- n. Diagnosis of interconnect system malfunctions
- o. Connection of interconnect systems that are malfunctioning
- p. All work necessary to restore the operation of a blacked out signal installation

**Power Outage.** In the event of a power outage, the CONTRACTOR is required to make the intersection safe. Stop signs shall be placed at approaches only if the power outage is expected to exceed 24 hours, per current INDOT requirements. These signs shall be at least 30" x 30", with adequate reflectivity.

The traffic signal technician may leave the site provided he disables the energy source to prevent the signal from initializing and after making arrangements for stop signs to be erected.

He must also make provisions with the appropriate utility company to be informed when the power is restored. He should also check with the utility company hourly to confirm the status of the power source. The CONTRACTOR is to restore the traffic signal to normal operation within one hour of notification that the power is restored.

**Bulb Replacement.** All green and/or yellow bulb outages reported from 6:00 a.m. to 6:00 p.m. shall be replaced the same day. All green and/or yellow bulb outages reported between 6:00 a.m. and 6:00 p.m. shall be replaced by 6:00 a.m. the following day. All red bulb outages reported shall be replaced the same day. The CONTRACTOR shall confirm the type of outage by calling the Warrick County Highway Dept.

2. **Scheduled Maintenance.** Scheduled maintenance shall be defined as any activity that is performed on a regular basis and scheduled annually. Scheduled maintenance shall include, but not be limited to, the activities as follows:

- a. Test all pertinent conflict monitor functions, record results, and replace monitors on an annual basis. It shall be the responsibility of the CONTRACTOR to have conflict monitors tested.
- b. Replace all signal lamps; clean lenses and reflectors; and inspect wiring for loose connections once a year. (Non LED intersections only.)
- c. Perform traffic controller cabinet and intersection maintenance annually including: check for proper voltages; tighten loose terminations; observe operation of equipment for proper functioning; timing; and detection; and test cabinet fan, thermostat and plugging to ensure proper operation. The CONTRACTOR shall also observe the overall conditions of the intersection including: proper signal head alignment, exposed loop wires, poor pavement conditions, condition of signal heads and hardware, and trees or shrubs that need trimming.

**NON-ROUTINE MAINTENANCE**

Non-routine maintenance shall be defined as the proper response to a damaged traffic signal in all situations except storm damage and damage to individuals that can be repaired as an act of God. This includes damage by other contractors or individuals not associated with this contract.

Any damaged and/or malfunctioning traffic signals shall not be left unattended until temporary traffic controls are installed. The signal may be placed on a flashing basis while repairs are being made.

In the performance of non-routine maintenance under terms of the AGREEMENT, the CONTRACTOR shall:

- 1. Make no alterations of existing installations unless authorized in writing by the COUNTY
- 2. When appropriate, provide a copy of the police department accident report so that the COUNTY may attempt recovery of costs resulting from the accident
- 3. Report all reported damaged traffic signals in a timely manner
- 4. Solicit the immediate attention of relevant government agencies when necessary until such time that emergency repairs can be accomplished.

**PAYMENT FOR WORK**

1. Routine maintenance shall be paid for by the COUNTY at flat rates per month for each intersection. The flat rate shall include all labor, vehicles and equipment used in carrying out routine maintenance and shall be at the following unit rates:

- a. Emergency Response Maintenance on an Activated Solid State Installation.
- b. Schedule Maintenance (Section 2 under ROUTINE MAINTENANCE)
  - 1. Conflict monitor (sec 2.a) .....\$ 162.64 /intersection
  - 2. Signal lamps (sec 2.b) .....\$ 419.71 /intersection
  - 3. Cabinet and intersection (sec 2.c) .....\$ 251.82 /intersection
  - 4. Clean LED lenses.....\$ 363.83 /intersection

2. Non-routine maintenance shall be paid for by the COUNTY for actual hours for labor, equipment, and/or material used in making non-routine repairs at the following rates:

a. Foreman - Straight Time .....	\$ 71.23	/ hour
b. Electrician .....	\$ 68.87	/ hour
c. Electrician - Overtime .....	\$ 94.24	/ hour
d. Electrician - Double time .....	\$ 118.50	/ hour
e. Pick-up service truck .....	\$ 29.90	/ hour
f. Platform Truck/Heavy Duty Bucket .....	\$ 27.50	/ hour
g. Auger Truck/Boom Truck .....	\$ 71.50	/ hour
h. Backhoe and front end loader, combination .....	\$ 82.50	/ hour
i. Trencher .....	\$ 16.50	/ hour
j. Air compressor .....	\$ 22.00	/ hour
k. Concrete saw and blades .....	\$ 38.50	/ hour

The CONTRACTOR shall provide to the COUNTY records of all work performed and shall submit a signal work activity report, Exhibit "C", for each visit to an intersection. Monthly payments due.

In addition, overtime hours will be hours worked Monday through Friday as an extension of a normal eight-hour workday. Any after hour call-ins shall be paid at double time. It is noted that this applies only to work performed under non-routine maintenance.

**MATERIALS**

1. The COUNTY shall furnish all standard major signal equipment and material used in making repairs or replacement and in the performance of all maintenance on COUNTY owned signal cabinets and components (such as the following: signal heads and lamps, and controller cabinet and components (such as the following: signal heads and lamps, and relays); signal metal poles and/or mast arms (with anchor bolts, if required). All minor materials or parts such as electrical tape, wire connectors, or common hardware items shall be furnished by the CONTRACTOR.
2. The COUNTY will reimburse the CONTRACTOR for any additional material at the per unit price paid to the supplier plus a 16.5% mark-up. A copy of the invoice for material used shall be submitted to the COUNTY upon request. This material shall include, but not be limited to the following:
  - a. Signal cable
  - b. Pedestal
  - c. Detector housing
  - d. Loop wire
  - e. Signal head hardware
  - f. Conduit
  - g. Pedestal base and pole (with anchor bolts if required)
  - h. Concrete

3. A failed controller or signal monitor shall be removed from the cabinet, repaired and returned to the COUNTY. The COUNTY will reimburse the CONTRACTOR for the repair at the price paid to the supplier. A copy of the invoice for repairs shall be attached to the monthly claim voucher.

**MISCELLANEOUS REQUIREMENTS**

1. The COUNTY reserves the right to enter at anytime into any signalized intersection covered under this AGREEMENT or into any controller cabinet for inspection, alteration or change to effect emergency repairs, modifications or to correct malfunctions.
2. The CONTRACTOR shall not make any changes to a traffic signal which will alter its location, timing or operations without authorization from the COUNTY.
3. In the event that the COUNTY desires to modernize, modify or remove any signal installation covered under this AGREEMENT, the CONTRACTOR will not be responsible for the maintenance of the existing signal installation during the term of the modernization or modification contract. All visits by the CONTRACTOR to any intersection shall be recorded on a maintenance card or log book located in the controller cabinet. The COUNTY will provide additional blank maintenance cards or log books, to replace those, which have been destroyed or lost.
5. A representative of the COUNTY may inspect all non-routine maintenance work and recommend full, partial, or no payment.

**INSURANCE**

The CONTRACTOR shall carry protective liability insurance coverage for all work covered under this AGREEMENT. The insurer shall be a company holding a license of authority, issued by the Indiana State Insurance Commissioner, to do business in the State. The CONTRACTOR shall file with the COUNTY a certificate of insurance which shall serve as evidence that the CONTRACTOR has obtained insurance in accordance with the following requirements and minimum limits of coverage.

1. A limit of not less than \$1,000,000.00 for all damages arising out of bodily injury or death in connection with the performance of the work.
2. A limit of not less than \$1,000,000.00 for all damages arising out of an injury to or destruction of property in one occurrence, an aggregate limit of not less than \$3,000,000.00 for all damages arising out of injury or destruction of property during the policy period. Such insurance shall hold harmless and indemnify the COUNTY from, for and against any claim of any person in tort, contract or otherwise arising out of the acts or omissions of the CONTRACTOR in the execution and implementation of this AGREEMENT.

**HOLD HARMLESS AGREEMENT**

In the event COUNTY is made a party to litigation arising by reason of CONTRACTOR'S work covered under the AGREEMENT, CONTRACTOR shall indemnify, save harmless and protect COUNTY against any and all claims, losses, damages, charges, costs and attorney fees incident to such litigation, and/or claim.

**TERMS OF AGREEMENT:**

Unless otherwise directed by the COUNTY, it shall be the responsibility of the CONTRACTOR to maintain the location, signage covered by this AGREEMENT, and logs as they remain in service. This AGREEMENT shall be in effect for a period of three (3) years. If the CONTRACTOR is not in compliance with the terms of this AGREEMENT, this AGREEMENT may continue in effect until the expiration date of this AGREEMENT, but no longer than three months. If the CONTRACTOR is not in compliance with the terms of this AGREEMENT, this AGREEMENT shall be terminated by the COUNTY at any time upon giving the other party ninety (90) calendar days prior written notice.

**NON-DISCRIMINATION**

Pursuant to I.C. 22-9-1-10 the CONTRACTOR shall not discriminate against any employee, or applicant for employment, to be employed in the performance of work under this AGREEMENT on the basis of race, sex, color, religion, national origin, age, marital status, or ancestry. Breach of this covenant may be regarded as a material breach of the AGREEMENT.

IN TESTIMONY WHEREOF, the parties hereto have executed this AGREEMENT.  
Contractor: County:

MOUNTS ELECTRIC, INC.

David G. Mounts, President

Attest:

May 3 2020

County Commissioner

Attest:

Date: 05/11/2020

Local State of Emergency Declaration 2020-CA 173/0120  
Warrick County, Indiana

Authority

Whereas, as of 03-28-2020 at 2020 hrs., Warrick County has experienced a F-2 tornado causing damage to public and private properties, Warrick County has a large amount of damage. This debris and property damage will greatly impact the budgets of Warrick County and its entities.

Now, therefore, we, the Warrick County Board of Commissioners, declare that a local state of emergency exists in the County and that we hereby invoke and declare those portions of the Indiana Code which are applicable to the conditions and have caused the issuance of this proclamation, to be in full force and effect in the County for the purpose of providing for the safety, health, and property of the people of this County and the restoration of local government with a minimum of interruption.

This Emergency Declaration will expeditiously implement the National Emergency Declaration already in place for the Novel Coronavirus 19, retained on 03-13-2020.

Reference is hereby made to all appropriate laws, statutes, ordinances, and resolutions and particularly to Indiana Code 10-14-3-29

All public offices and employees of Warrick County are hereby directed to exercise the utmost diligence in the discharge of duties required of them for the duration of the emergency and in execution of emergency laws, regulations, and directives—state and local.

All citizens are called upon and directed to comply with necessary emergency measures, to cooperate with public officials and emergency services in executing emergency operations plans, and to obey and comply with the lawful directions of properly identified officers.

All operating forces will direct their communications and requests for assistance and operations directly to the Warrick Emergency Operating Center.

In witness, whereof, we have hereunto set our hands this 30th day of March 2020.

Warrick County Board of Commissioners

*Robert H. Hitt* President  
*James S. ...* Member  
*Alton ...* Warrick County Auditor

Wabash Valley Fuel Contracts are on File in the Auditor's Office.



March 11, 2020

RE: Indiana Soybean Alliance Infrastructure Preservation Program – Letter Agreement

Dear James,

Thank you for submitting a proposal to participate in our Infrastructure Preservation program (the "program")! Indiana Soybean Alliance, Inc. ("ISA") is pleased to offer you reimbursement of soy-based sealant (the "Soy Sealant") in connection with the following project(s) (the "project"):

Bridge Inventory	Location	Wearing Surface	Deck Structure Type	Bridge Deck Sq. Ft.
BR 37	STANLEY RD 1450' West of ...	MONOLITHIC	CONCRETE	13,887
BR 43	SEVEN HILLS RD 6055' East of ...	MONOLITHIC	CONCRETE	6,438
BR 48	LILLY PAD RD 665' North of SR ...	NONE	CASE-IN-PLACE	2,473
BR 111	68 ...	MONOLITHIC	PRECAST	1,769
BR 113	SHILO RD 65' East of ASHBY RD ...	MONOLITHIC	CONCRETE	3,175.00
BR 139	NEW HARMONY RD 1060' East ...	MONOLITHIC	CAST-IN-PLACE	9,863.00
BR 140	NEW HARMONY RD 500' East of ...	MONOLITHIC	CONCRETE	2,244.00
BR 148	PERDIDO RD ...	MONOLITHIC	CASE-IN-PLACE	5,995
BR 164	STEVENSON STATION RD 1800' ...	MONOLITHIC	CAST-IN-PLACE	1,397
	SOUTH GLENHEIM RD ...	CONCRETE	CASE-IN-PLACE	
	EBENEZER RD ...	CONCRETE	CASE-IN-PLACE	

8425 Keystone Crossing, Suite 200  
Indianapolis, IN 46241  
P: 317.347.3850 F: 317.347.3645  
www.indianasoybeanalliance.com



BR 165	JOCKEY RD 710' East of COLES CREEK RD	INTEGRAL CONCRETE	CONCRETE	1,386
BR 166	JOCKEY RD 2665' East of FOLSOM HILLE RD	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	1,583
BR 173	DALE RD 2645' East of ELPERS RD	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	2,323
BR 193	STONE RD 2565' West of TULEY RD	INTEGRAL CONCRETE	CAST-IN-PLACE CONCRETE	2,087
BR 210	HEIM RD 2150' West of MALLARD CIR	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	6,654
BR 211	HEIM RD 3375' West of MALLARD CIR	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	4,029
BR 214	INDERRIEDEN RD 150' South of HEILMAN RD	NONE	PRECAST CONCRETE	1,108
BR 254	SHARON RD 2335' West of SR 61	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	3,287
BR 264	WARNER RD 2320' South of SHARON RD	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	3,706
BR 266	VANADA RD 500' South of ST CLARE DR	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	4,800
BR 280	PHILLIPS RD 1325' East of HENDRICKSON RD	INTEGRAL CONCRETE	PRECAST CONCRETE	1,786
BR 284	HENDRICKSON RD on the County Line	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	4,260
BR 291	FROG POND RD 1700' North of SR 62	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	2,427
BR 295	TWIN BRIDGES RD on the County Line	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	1,915
BR 298	BULLOCKTOWN RD on the County Line	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	7,027
BR 301	MAXVILLE RD on the County Line	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	6,903

BR 307	LINGOLN TRAIL RD 1605' West of LAMAR RD	MONOLITHIC CONCRETE	CONCRETE	1,720
BR 309	BARCHETT RD on the County Line	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	5,880
BR 321	FOLSOMVILLE RD 2485' South of SHELLON RD	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	3,110
BR 358	WHEATLAND RD 345' South of AIGNER RD	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	4,168
BR 371	OLD SR 66 370' East of LERCH RD	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	6,199
BR 373	EAMIES STATION RD 1000' South of LIBBERT RD	INTEGRAL CONCRETE	CAST-IN-PLACE CONCRETE	1,383
BR 378	OAK GROVE RD 2857' West of LIBBERT RD	MONOLITHIC CONCRETE	CAST-IN-PLACE CONCRETE	4,733
<b>TOTAL SQ FT =</b>				<b>327,715</b>

The total amount of reimbursement available to you through this Program is \$25,000 (the "Funds").

By signing below, you agree to the following terms:

You must purchase Soy Sealant for the Project from one of the following vendors (the "Vendors"):

Custom Service Hardware, LLC  
 Mike Allen  
 (317) 419-3051  
 mike@CSHardware.com  
 www.cshardware.com

Natural Soy Products  
 Jeff  
 (317) 231-4235  
 jeff@naturalsoyproducts.com  
 www.naturalsoyproducts.com

ISA has licensed rights to the sale and distribution of the Soy Sealant to the above entities. You will be purchasing Soy Sealant from one of these two entities and not ISA and therefore ISA MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SOY SEALANT, AND

HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Funds shall be used solely for reimbursement of your purchase of Soy Sealant. The Program does not provide reimbursement for labor, application or other costs associated with the Project. Use of the Funds to influence governmental policy is strictly prohibited.

Soy Sealant must be purchased and applied to your Project on or before August 31, 2020. ISA and the Vendors highly recommend performing simple tests on the surface to be treated prior to application of Soy Sealant.

On or before September 15, 2020, you must provide ISA with copies of receipts for purchase of Soy Sealant and photographs of the surfaces treated before and after Soy Sealant application.

If requested by ISA, you will place or allow placement of signage at the Project location.

If requested by ISA, you will provide ISA access to your facilities and the Project locations and allow ISA and its designees to conduct interviews with those involved in your Project. You grant ISA the right to use the photographs, field notes, interviews and recordings in any manner or medium, for any and all purposes.

Please direct any questions regarding the Program to:

Robyn Shelley  
 Indiana Soybean Alliance, Inc.  
 8425 Keystone Crossing, Suite 200  
 Indianapolis, IN 46240  
 Email: [Rshelley@indianasoybean.com](mailto:Rshelley@indianasoybean.com)

Please indicate your acceptance of the above terms and conditions by executing and returning a copy of this Letter Agreement to Robyn Shelley, via email to [rsheley@indianasoysbean.com](mailto:rsheley@indianasoysbean.com).

Sincerely,  
Indiana Soybean Alliance, Inc.

BY: Chantal Rammel  
Chantal Rammel, COO

The Indiana Soybean Alliance Infrastructure Preservation Program - Letter Agreement is hereby ACCEPTED, APPROVED, AND AGREED to this 11th day of March 2020.

Warrick County Commissioner  
BY: Dan Saylor  
Dan Saylor  
President  
March 19, 2020



1281 Mikewell Avenue  
Evansville, IN 47711  
Phone: (812) 421-0111  
Fax: (812) 421-3823  
Web: [www.midwesttel.com](http://www.midwesttel.com)

BILL-TO  
Attn: Accounts Payable  
Warrick County Indiana  
107 W. Locust  
Suite 301  
Boonville, IN 47601 U.S.A.  
BY: [Signature]  
APR 2 4 2020

Invoice  
Number: 76228  
Date: 4/21/2020

Source: SO No. 67610

Ass't. No. 2657  
A/R Cust. No. Customer PO. Reference

Ship-To  
Attn: Roger Emmons  
Warrick County Indiana  
107 W. Locust  
Suite 301  
Boonville, IN 47601 U.S.A.  
Sales Rep. Ship Via Terms  
Midwest Telecom Upon Receipt

Work Performed:  
Door Access Security Not Working - Judicial Center:  
2020-04-15 Technicians arrived at Judicial Center and met with the Sheriff Security Staff. They explained that although some cameras had been out there are several additional cameras that have recently stopped working. The Camera Network switch hardware is located on the 2nd floor in two places behind the Women's Bathroom and the Men's Bathroom in room where the heat travels. This switch was powered up; however, the switch was not working on all ports except three. Midwest Telecom had a switch delivered from the office inventory to replace. Technician then installed new switch and tested, all cameras came back online and the switch located behind the Women's Bathroom was reset and the last camera was restored.  
There are some cameras that remain off line due to a password issue that customer, Guy, is aware of.  
MTC is concerned about the switch location and the high heat. Ideally the switch should be moved; however, it would not be easy to move the opposite side of the room. This could be done with the existing cabling.

Work Performed:  
Service Call Travel - Boonville, IN  
Labor - MTC Standard Labor  
APC Surge Strip 7 Outlets

QTY	UOM	UNIT PRICE	TOTAL
1.00	HR		
2.00	HR		
1	EA		
Item Total:			\$292.50
Sales Tax:			\$0.00
Total Amount Due:			\$292.50

View our website at [www.midwesttel.com](http://www.midwesttel.com) or call 812-421-0111 for information on all of the products that MTC has to offer!  
TERMS OF PAYMENT: All invoices are due upon receipt. Unpaid invoices following 30 days of invoice date will be considered past due and subject to a Finance Charge of 2% per month. Payment is turned over for collection to an attorney or collection agency.  
CUSTOMER CALL: Minimum of 1 Hour. Times & This Charge. Billed on an Hourly Basis. Standard Hours billed M-F 8am to 5pm. Overtime and Double Time work billed at a 2 hour minimum.  
Invoices.rpt, Printed: 4/21/2020 10:25:40PM (\* denotes repair item)



1281 Mikewell Avenue  
Evansville, IN 47711  
Phone: (812) 421-0111  
Fax: (812) 421-3823  
Web: [www.midwesttel.com](http://www.midwesttel.com)

BILL-TO  
Attn: Accounts Payable  
Warrick County Indiana  
107 W. Locust  
Suite 301  
Boonville, IN 47601 U.S.A.  
BY: [Signature]  
APR 2 4 2020

Invoice  
Number: 76227  
Date: 4/21/2020

Source: SO No. 67607

Ass't. No. 2657  
A/R Cust. No. Customer PO. Reference

Ship-To  
Attn: Roger Emmons  
Warrick County Indiana  
107 W. Locust  
Suite 301  
Boonville, IN 47601 U.S.A.  
Sales Rep. Ship Via Terms  
Midwest Telecom Upon Receipt

Work Performed:  
Video Conferencing Not Working - Judicial Center:  
17 Cameras are not working at the Judicial Center:

Work Performed:  
Service Call Travel - Boonville, IN  
Labor - MTC Standard Labor  
Network - ProSafe 48P Gig Smart Switch w/ PoE & 4 SFP Ports

04/15/2020 - Technicians arrived at Judicial Center and met with the Sheriff Security Staff. They explained that although some cameras had been out there are several additional cameras that have recently stopped working. The Camera Network switch hardware is located on the 2nd floor in two places behind the Women's Bathroom and the Men's Bathroom in room where the heat travels. This switch was powered up; however, the switch was not working on all ports except three. Midwest Telecom had a switch delivered from the office inventory to replace. Technician then installed new switch and tested, all cameras came back online and the switch located behind the Women's Bathroom was reset and the last camera was restored.  
There are some cameras that remain off line due to a password issue that customer, Guy, is aware of.  
MTC is concerned about the switch location and the high heat. Ideally the switch should be moved; however, it would not be easy to move the opposite side of the room. This could be done with the existing cabling.

QTY	UOM	UNIT PRICE	TOTAL
2.00	HR		
1	EA		
Item Total:			\$292.50
Sales Tax:			\$0.00
Total Amount Due:			\$292.50

Item Total:	\$1,237.00
Sales Tax:	50.00
<b>Total Amount Due:</b>	<b>\$1,287.00</b>

View our website at [www.midwestel.com](http://www.midwestel.com) or call 812-421-0111 for information on all of the products that MTC has to offer!  
**TERMS OF PAYMENT:** All invoices are due upon receipt. Unpaid invoices following 30 days of invoice date will be considered past due and subject to a Finance Charge of 1 1/2% per month. If account is turned over for collection to an attorney or collection agency, customer will be responsible for all fees associated with collection.  
**SERVICES CALL:** Minimum of 1 Hour Time & Trip Charge. Billed on an Hourly Basis  
**WORKING HOURS:** 8:00 am - 5:00 pm, Monday - Friday  
**EMERGENCY SERVICE:** 24 Hour Service Available  
**INVOICING:** Monthly Billing, 1st day of month  
**PAID:** Within 15 days of invoice date  
**ADDITIONAL INFORMATION:** Double Time Billed Sundays  
**INVOICING:** Print: 4/21/2020 10:23:40AM \* denotes repair item # 1590.2 of 2

**MEMORANDUM**

TO: Robert B. Howard, PE  
 Warrick County Highway, Eng. & ERC  
 THRU: Matthew R. Healy, P.S., E.I.  
 VS Engineering, Inc.  
 RW AGENT: Elizabeth A. Sullivan, Land Agent  
 RWS South, Inc.  
 DATE: 4/2/2020  
 SUBJECT: Recommendation for Administrative Settlement

Des. No.: 1592154  
 Project: SR 261 SRJTS  
 County: Warrick  
 State: IN  
 Parcel: SZA  
 Owner: John L. Burton

The Board of Commissioners of Warrick County's fair market value determination of \$14,100.00 for 5,444 square feet of permanent right-of-way, land improvements, and damages was offered to the owner. He rejected this offer stating that he should have an additional \$1,500.00. The owner believes the new right-of-way line devalues his property for Tract "B". The Board believes that the high end of the range is considered to be justified given the significant reduction in setback. The email is attached as support.

The Board of Commissioners of Warrick County is required to make every reasonable effort to acquire real property expeditiously by agreements with owner, and to avoid litigation and relieve congestion in the courts. Reasonable efforts to negotiate an agreement at the appraised amount have failed. The property owner has submitted documentation supporting an additional \$1,500.00 for a total payment of \$16,000.00 which is an increase of 11% over the appraised amount. As an alternative, the condemnation process takes an average of 475 days, adds an average of 30% over the appraised value to the cost of acquisition, and will incur court costs as well. It would cost the Board of Commissioners of Warrick County approximately \$10,000.00 to acquire this property through condemnation proceedings. There is also the possibility that a \$25,000.00 litigation fee could be paid to the owner's attorney should they receive a favorable jury award. In the interest of expediting the acquisition and controlling costs, the Board of Commissioners of Warrick County has determined that an administrative settlement is reasonable, prudent, and in the public interest.

*THIS RECOMMENDATION APPROVED:*

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

Cc: records Settlement Memo  
REVISID 01/2017

**SPECIFIC SERVICES AGREEMENT**

This Specific Services Agreement, executed this 30<sup>th</sup> day of April, 2020, is entered into between Warrick County, Commission Chambers, 107 West Locust Street, Suite 301, Scottsville, Indiana 47801 herein referred to as Client, and Evansville, Indiana Methane Consultants, Inc. (EMC), 427 Main Street, Evansville, Indiana 47708, herein referred to as Consultant.

**WITNESSETH**

The Client hereby engages the services of the Consultant to install two gas detection wells on the west side of Landfill No. 2 as proposed and outlined in the Additional Delineation of Methane Detects at GDP-16 and GDP-25 Methane Delineation plan submitted to IDEM and approved in a letter dated 4/8/20. EMC agrees to provide all services required by the Indiana Department of Environmental Management for Warrick County's closed landfill which, is under the jurisdiction of IDEM including without limitation the following services:

**SCOPE OF WORK**

1. Install two (2) gas detection probes (GDP) on the west side of the landfill property near the adjacent residence. One probe will be installed on the west side of GDP-25 and one probe will be installed on the west side of GDP-16. The probes will be installed on concrete pads and stickup well protectors. They will then be added to the methane monitoring probe network.

Gas detection probes will be installed using the following method:  
 Auger down to or below the water table at each location. The probes will be constructed of slotted, 1-inch Schedule 80 PVC pipe installed in a borehole, which will be backfilled with 20/40 grade sand. The probes will be screened to within 2 feet of the surface to detect horizontal migration of gas. The top of each probe will be fitted with valve tubing to facilitate sample collection. This design is intended to allow detection of methane migrating through any of the layers or inter-layer planes along the GDP's depth.

A licensed drilling contractor will install the GDPs. Drilling and construction procedures will be supervised and documented by a registered professional geologist, or by a geologic assistant under the supervision of a registered professional geologist or professional engineer. Detects at GDP-16 and GDP-25 Methane Delineation instrument will be utilized for methane monitoring and detection. The instrument will be installed to a depth of 100% of the methane detecting concentrations of combustible gas in air up to 100% of the LEL and determining oxygen content ranging from at least 0% to 25%. A probe will be connected to the inlet of the instrument in order to facilitate the monitoring of probes, wells, recesses, and small enclosed spaces. A supply of span gas will be available at all times for instrument calibration. The instrument will be used to monitor the methane concentration of the combustible gas will be used to calibrate the instrument prior to methane monitoring. A known methane, carbon dioxide, and balance gas mixture will be available to calibrate the meter to 0% oxygen conditions.

2. Provide project management, update data files and develop written implementation report for the installation of the gas monitoring wells at the site. Coordinate the project with IDEM on the client's behalf.

**PAYMENT**

The cost for the services described herein will be Six Thousand Five Hundred Dollars (\$6,500.00). Any unforeseen cost overruns must be approved in writing by the Client and provided to the Consultant. The total amount will be due at the time the final report is completed and submitted to the Client.

Acceptance of this agreement constitutes the total agreement between Client and Consultant, and no promises, terms, or conditions not incorporated or referenced herein shall be binding upon either party. The terms of this agreement can be changed or modified only through a subsequent writing.

**ADDITIONAL TERMS**

Independent contractor. It is understood and agreed by the parties that EMC is an independent contractor and shall perform the services according to his own means and methods and shall for all purposes be an independent contractor.

Condition precedent. As a condition precedent to the County's obligations hereinafter set forth, the Client shall pay the amounts hereinafter set forth. If the County does not provide such authorization and appropriation, the contract is void pursuant to Indiana Code § 36-2-6-12(d).

Antidiscrimination. Pursuant to IC § 22-9-1-10, EMC shall not discriminate against any applicant or employee on the basis of race, ethnicity, sex, religion, age, or disability, directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the agreement. Acceptance of this agreement also signifies compliance with applicable federal laws, regulations, executive orders prohibiting discrimination in the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

Contractor Assignment, Successors and Subcontracting. The Contractor shall not assign or subcontract the whole or any part of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Client. The Client agrees to pay the amount stated in said Specific Services Agreement and abide by the payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

NON-COLLUSION AND ACCEPTANCE. The undersigned, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the property authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of

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the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement with any other person or entity for the purpose of obtaining this contract, or for consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**ACCEPTANCE**

Environmental Management Consultants, Inc. is hereby authorized to furnish all materials and reports related to this contract. The Client agrees to pay the amount stated in said Specific Services Agreement and abide by the payment so assigned. Through issuance of a purchase order or by signing below, the Client agrees to pay the amount stated in said Specific Services Agreement and abide by the payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

The Consultant hereby accepts such engagement contingent upon this Specific Services Agreement and the conditions and terms set forth in the General Contract Conditions and the Invitation To Quote.

**GOVERNING LAW**

This agreement shall be construed in accordance with the laws of the State of Indiana.

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement.

**CLIENT**

Warrick County Commissioners

*Dan Saylor*  
Dan Saylor  
Terry M. Hinkle

**CONSULTANT**

Environmental Management Consultants, Inc.

*Mark E. Phillips*  
Mark E. Phillips  
Regional Director

Date: April 8, 2020

**NOTE:** Please consider this agreement as confidential and restrict the unauthorized disclosure to any other party. Thank you.

\\sawyer\tech\mch\mch\Project Files\10 Projects\10044 1111 Water Road, Boonville, IN\Documents\Project\2020\2020-Prdte Invltat\Pubc Invtat\Contract.doc

3

The Environmental Management Contract is located in its entirety on File in the Auditor's Office.

**Appendix I: Government Building Primary Designer Acknowledgement**

Authorized Representative of the Owner of the Government-Owned Building:	Warrick County Commissioners	✓
Owner Name:	Warrick County Commissioners	
Representative Name:	Dan Saylor	
Address:	107 W Locust St Boonville, IN 47601	
Telephone Number:	(812) 897-6120	
Authorized Representative of the Designer:	Energy Systems Group	✓
Company Name:	Energy Systems Group	
Representative Name:	Steve Pride	
Address:	9177 Lakeside Court Newburgh, IN 47650	
Telephone Number:	(812) 471-5000	
Address of the Government-Owned Building:	See Attached	✓
Total Project Cost:	\$ 6,356,431.00	✓
Date Project Placed In Service:	2019 Tax Year	✓
Warrick County is aware that Energy Systems Group is taking a tax deduction not to exceed \$ 239,000.00. Upon completion of the calculation Warrick County will be provided with the actual calculated tax deduction. To the extent the actual calculated tax deduction is below \$ 239,000.00, all parties agree that no additional sign-off will be required.		✓
<b>This Acknowledgement Form has EMC accompanying document</b>		

"Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete."

Authorized Representative of Owner: *Dan Saylor*

*Steve Pride*  
Authorized Representative of Designer: Steve Pride  
Digitally signed by Steve Pride  
Date: 2020.04.03 12:08:50 -05'00'

Attachment 1: 2019 Project Specific Information

WARRICK COUNTY COMMISSIONERS

Project Name	Address	City	State	Zip	Estimated Max Deduction
Courthouse Judicial Center	107 W LOCUST ST. 1 County Square	Boonville Boonville	IN IN	47601 47601	\$ 139,622.40 \$ 31,861.60



Customer Information  
 Bill To:  
 Warrick County Commissioners  
 1 County Sq, Ste 301  
 Boonville, IN 47601  
 USA  
 (812) 887-8202

Anthony Moffet  
 2011 Locust Road  
 Evansville, Indiana 47725  
 United States  
 (812) 868-5800

Service Location:  
 Warrick County Commissioners  
 1 County Sq  
 Boonville, IN 47601  
 USA

Service Location	Line Item Description	Quantity	Unit Description	Unit Price
Warrick County Commissioners	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$125.00
Warrick County Commissioners	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$125.00
Warrick County Commissioners	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
Warrick County Commissioners	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$125.00
Warrick County Commissioners	Lawn Service	5	Early Fall - Fertilizer, broadleaf and pre-emergent weed control (As Needed/Weather Dependent)	\$125.00
Warrick County Commissioners	Lawn Service	6	Late Fall - Fertilizer, broadleaf and pre-emergent weed control (As Needed/Weather Dependent)	\$125.00
Warrick County Commissioners	Lawn Service	7	Needed/Weather Dependent	\$125.00

Subtotal 8675.00  
 Total Sales Tax 80.00  
 Grand Total 8755.00

BY: Paul H. Jones RETIREMENT INVESTMENT MANAGER Date: 4/15/20  
 PRINT NAME: PAUL H. JONES RETIREMENT INVESTMENT MANAGER Date: 4/15/2020  
 CUSTOMER SIGNATURE: Anthony Moffet CUSTOMER Date: 4/15/2020

**Kristine Georges**

From: Joe Grassman <purchasing@warrickcounty.gov> on behalf of Joe Grassman  
Sent: Friday, June 12, 2020 10:17 AM  
To: Kristine Georges  
Subject: PW: AT&T CONTRACT FOR 911 LINES 2 WC JAIL

Kristine,

See Kasey's response below re our contract with them.

Joe

From: RUSHDEN, KASEY N <K133ON@att.com>  
Sent: Friday, April 24, 2020 2:01 PM  
To: Joe Grassman <purchasing@warrickcounty.gov>  
Cc: Roger Emmons <roger@warrickcounty.gov>; Susie Taylor <staylor@warrickcounty.gov>; 'Bob Johnson' <bob@warrickcounty.gov>; Dan Saylor <dan@warrickcounty.gov>; Terry Philippe <terry@warrickcounty.gov>  
Subject: RE: RENEWAL SAGA

Good Afternoon Joe,

I have highlighted my answers below to your questions:

- (1) So, we don't have any signed, written agreements or contracts with AT&T for these 911E (POT) lines at the County Jail? What terms and conditions are we, both, obliged to honor? There is no existing written agreement for the POTS accounts you have currently. There is a written agreement for the 911 services but not the POTS lines. For this amount of lines each account has a separate verbal agreement. Terms and conditions can be found for this product at <https://express.ticketing.acs.att.com/expressicketing>. If service is to be disconnected the early term fee = \$15 and the remaining of the 12 month agreement is prorated. Pricing is the same that you had before the renewal. Pricing per line for a BLC B plan is \$55 per month per line plus surcharges. If it is on a BLC A plan than the charge is \$60 per month per line plus surcharges.
- (2) What is the price of the newly renewed lines? Pricing is the same that you had before the renewal. Pricing per line for a BLC B plan is \$55 per month per line plus surcharges.
- (3) When will the new prices take effect? Prices go into effect the day the renewal request was submitted.
- (4) Is 12 months the standard now, I thought most of your "agreements" were for 2-3 years? 12 month term is the standard option for POTS service when the line quantity is less than 20. Most agreements for others services such as internet, entreak, security, or voip are in the 12-60 months term range.

If you have any other questions please let me know!

Thank you,  
Kasey

Kasey Rushden  
Government Account Manager  
Local and Education

AT&T Services, Inc.  
m. 304.634.7699 | k133on@att.com

1

An additional resource that you may contact regarding your account  
Jeff Jordan | j11535@att.com | 317.997.9578

**For Billing and Repair Issues- call 1-888-270-6565**

Have you tried our new Express Ticketing for opening and getting status on tickets?

Please use the following link: Express Ticketing <https://express.ticketing.acs.att.com/expressicketing>

This message and any attachments to it contain confidential business information intended solely for the recipient. If you have received this email in error please do not forward or distribute it to anyone else, but telephone the sender to report the error, and then delete this message from your system.

From: Joe Grassman [mailto:purchasing@warrickcounty.gov]

Sent: Wednesday, April 22, 2020 4:05 PM  
To: RUSHDEN, KASEY N <K133ON@att.com>  
Cc: Roger Emmons <roger@warrickcounty.gov>; Susie Taylor <staylor@warrickcounty.gov>; Bob Johnson <bob@warrickcounty.gov>; Dan Saylor <dan@warrickcounty.gov>; Terry Philippe <terry@warrickcounty.gov>  
Subject: RE: RENEWAL SAGA

Kasey,

Thanks for looking onto this for us.

- (1) So, we don't have any signed, written agreements or contracts with AT&T for these 911E (POT) lines at the County Jail? What terms and conditions are we, both, obliged to honor?
- (2) What is the price of the newly renewed lines? Pricing is the same that you had before the renewal. Pricing per line for a BLC B plan is \$55 per month per line plus surcharges.
- (3) When will the new prices take effect? Prices go into effect the day the renewal request was submitted.
- (4) Is 12 months the standard now, I thought most of your "agreements" were for 2-3 years?

Thanks,  
Joe Grassman  
WC Purchasing

CC: Susie, please take note of the highlighted areas below, which indicates we will be alerted on our statement that an "agreement" is going to expire.

From: RUSHDEN, KASEY N <K133ON@att.com>

Sent: Wednesday, April 22, 2020 4:05 PM  
To: RUSHDEN, KASEY N <K133ON@att.com>  
Cc: Roger Emmons <roger@warrickcounty.gov>; Susie Taylor <staylor@warrickcounty.gov>; Bob Johnson <bob@warrickcounty.gov>; Dan Saylor <dan@warrickcounty.gov>; Terry Philippe <terry@warrickcounty.gov>  
Subject: RE: RENEWAL SAGA

Good Evening Joe,

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Thank you for sending this over. I did some research on that account to see what happened. It looks as though there was an extreme billing error that rerated the account all the way back to 2018 that resulted in that \$5k charge. I do see that all of that was credited back on the last statement. I apologize that you had to go through that.

Honestly I have never seen that happen on a POTS account, so it must have been a system error in billing. When the lines fall out of contract the rate increases going forward and not backward in billing.

As for the contract POTS service below 20 lines is a verbal agreement for 12 month terms that is renewable. A notification on the statement will notify you of upcoming expirations 60 days before the contract expires. This notice usually appears on the second or third page of the statement.

Going forward I will be able to assist with any accounts you have and now I have your contact if I get notification of any expiring contracts.

If you need anything else please let me know. I did CC you on the renewals we did today for the other accounts which will be for 12 months on the POTS service.

Thank you,  
Kasey

Kasey Rushden  
Government Account Manager  
Local and Education

AT&T Services, Inc.  
m. 304.634.7699 | k133on@att.com

An additional resource that you may contact regarding your account  
Jeff Jordan | j11535@att.com | 317.997.9578

**For Billing and Repair Issues- call 1-888-270-6565**

Have you tried our new Express Ticketing for opening and getting status on tickets?

Please use the following link: Express Ticketing <https://express.ticketing.acs.att.com/expressicketing>

This message and any attachments to it contain confidential business information intended solely for the recipient. If you have received this email in error please do not forward or distribute it to anyone else, but telephone the sender to report the error, and then delete this message from your system.

From: Joe Grassman [mailto:purchasing@warrickcounty.gov]

Sent: Wednesday, April 22, 2020 4:40 PM  
To: RUSHDEN, KASEY N <K133ON@att.com>  
Cc: Roger Emmons <roger@warrickcounty.gov>; Susie Taylor <staylor@warrickcounty.gov>; Bob Johnson <bob@warrickcounty.gov>; Dan Saylor <dan@warrickcounty.gov>; Terry Philippe <terry@warrickcounty.gov>  
Subject: PW: RENEWAL SAGA

Kasey,

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Here is a brief summary of what occurred re the renewal of some other 911 E Lines at our County Jail Complex:

- > Attached is an invoice showing the \$6.2K charge assessed our account after they (AT&T) dropped the bill and did not get the renewal activated.
- > I called Customer Service on November 27, 2019 to renew contract # 8128971200 847 0.
- > Got it done and was given transaction # C 1432567173, and told it would renew on the 27th of December. We decided on the 27th, not the 29th, which was the actual anniversary date because the 29th was, I think, a Sunday.
- > Dec 27th comes and goes and they failed to get the new prices into effect (I believe it was \$10.00/line (3 lines per the contract)) and they

also levied and added a \$6,200.00 mystery charge to our bill.

I have attached a copy of the last bill we received with the bogus \$6.2K charge; which by the way, they did finally get the monthly per line rates correct.

And, finally, on this month's bill, after 4 ½ months and several calls, the amounts are finally correct.

Kasey,

I don't know who negotiated or signed for these contracts originally, but it would be nice to have copies of all the contracts we are renewing. Is that possible?

Joe Grassman  
Purchasing  
Warrick County

-----Original Message-----  
From: Info@warrickcounty.gov <Info@warrickcounty.gov>  
Sent: Monday, April 27, 2020 2:08 PM  
To: Joe Grassman <JoeGrassman@warrickcounty.gov>  
Subject: Message from "RNPO02673DCCFF10"

This E-mail was sent from "RNPO02673DCCFF10" (MP C3004).

Scan Date: 04.22.2020 15:07:45 (-0400)

Queries to: Info@warrickcounty.gov

<<...>>

Boonville Federal Savings Bank Tractor Installment Purchase is located on File in the Auditor's Office.

FILED  
APR 2 2 2020

*Debra H. Johnson*

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract # A249-20-LE0200034

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and Warrick County, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement: Funding Source: The purpose of this Grant Agreement is to fund the construction of the project described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement, and shall not be used for any other purpose. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

- State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).
- 2. Representations and Warranties of the Grantee.
  - A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
  - B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement shall mean any individual who has substantial control over the operations of the Grantee.
  - C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) proceeds of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-18-51.
- 3. Implementation of and Reporting on the Project.
  - A. The Grantee shall implement and complete the Project in accordance with Attachment A and with the terms and conditions of this Grant Agreement. Modification of the Project shall require prior written approval of the State.
  - B. The Grantee shall submit reports to the State as required by Attachment A.
- 4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written

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Page 1 of 10

agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than (45) days from the date of the award letter. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. Grant Funding. Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in Attachment A.
  - A. If it uses the grant funds for any purpose other than construction of the Project as described in Attachment A:
    - i. must immediately repay all grant funds provided to the State; and
    - ii. may not participate in the grant program during the succeeding calendar year.
  - C. It shall provide local matching funds equal to not less than 50% of the estimated project cost; Project/Material Bid and/or an executed contract with the contractor;
  - D. Disbursement of Grant funds will not be made until the Grantee's submission of an accepted/awarded Project/Material Bid and/or an executed contract with the contractor;
  - E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands that the State has no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.
  - 6. Payment of Claims.
    - A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a properly filled out and signed State check for the amount of the advance payment. The State shall not be responsible for the reimbursement of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
    - B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.
    - C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
    - D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to 50% of the eligible project expenditures not exceeding \$1 million. The maximum amount of state funds allocated to the Project is \$2,637,246. The Grantee

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Page 2 of 10





- A. Publishing and providing to all of its employees a statement notifying them that the unlawful acts prohibited by this Grant Agreement shall be treated as violations of the State's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any applicable Federal, state or local laws, regulations, executive orders, and other provisions of the workplace that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; (2) notify the Grantee immediately in writing if the employee has been notified for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying the State within ten (10) days, after being notified in writing, of any employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, the Grantee shall publish and post in the workplace a notice of such conviction, including drug abuse violations occurring in the workplace; (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily complete a drug abuse assessment program approved by the State; or (3) take appropriate action in Federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.** As required by IC § 22-5-1-7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien;
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

**13. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled.

A. determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services provided by the Grantee shall comply with the information technology accessibility standards contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973. The current version of the standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purpose of the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, age, national origin, ancestry, marital status, handicap, or other protected characteristics. Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including but not limited to Executive Order 12813, as amended, and Executive Order 12896, as amended, and Executive Order 13672.

18. Notices to Parties. Whenever any notice, statement or other communication is required under this Grant it shall be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:  
 Office of LEAD/PCO and Grant Administration  
 Attention: Director of LEAD/PCO and Grant Administration  
 Indianapolis, IN 46204  
 E-mail: [Indoripampc@indot.in.gov](mailto:Indoripampc@indot.in.gov)  
 With a copy to:  
 Chief Legal Counsel/Deputy Commissioner  
 Attention: Director of LEAD/PCO and Grant Administration  
 100 N. Senate Avenue, Room N728  
 Indianapolis, IN 46204-2216

B. Notices to the State regarding project management shall be sent to respective District Offices:

Sharon Bennett  
 District Office  
 3650 South U.S. Hwy 41  
 Vincennes, IN 47291  
 Email: [SharonB1@indot.in.gov](mailto:SharonB1@indot.in.gov)

C. Notices to the Grantee shall be sent to:  
 Warrick County  
 ATTN: Dan Saxler  
 107 W. Locust St.  
 Boonville, IN 47308  
 Email: [dan@sarrickcounty.gov](mailto:dan@sarrickcounty.gov)

As required by IC § 4-1-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Unless prohibited by a statute or regulation relating to the award of a contract, the following shall be incorporated into the Grant Agreement by reference: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 22, below; (2) this Grant Agreement; (3) Exhibits prepared by Grantee; (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information and will post this Grant on the Internet. The Contractor shall not be considered an act of the State.

21. Termination for Breach. A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend Grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may constitute a breach of the Grant Agreement. The Grantee shall promptly reply to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of a contract, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the project work to be terminated and the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

- 23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.
- 24. Federal and State Third-Party Contract Provisions. N/A
- 25. Provision Applicable to Grants with un-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because the State Educational Institutions are separate legal entities, the State Educational Institutions shall not be held liable for any one contract or grant between the State and the State Educational Institution. The existence or status of the State Educational Institution shall have no impact on the validity, enforceability, or performance of any contract or grant by either party.
- 26. State Budgetary Allocation. I swear or affirm under the penalties of perjury that I have not defrauded the State or deleted the State's standard contract clauses (as contained in the 2019 OAG/IDCA Professional Services Contract Manual or the 2019 SCM Template) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting requirements; Maintenance of Records were modified to include statutory and program requirements; Project Monitoring was modified.

07/19

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REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the best of the undersigned's knowledge, the undersigned, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, the undersigned, the undersigned's spouse, the undersigned's immediate family members, and the undersigned's representatives are not, and will not, have a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

AGREEMENT TO USE ELECTRONIC SIGNATURES

(Applicable to only to Grant Agreements processed through SCM)

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures listed below agree to the terms thereof.

[Grantee] Warrick County  
By: Dan Sawyer, President  
Name and Title, Printed  
Date: April 20, 2020

By: Joseph McGuinness, Commissioner  
Name and Title, Printed  
Date: \_\_\_\_\_ (for) Indiana Department of Transportation

Approved by: \_\_\_\_\_  
Name and Title, Printed  
By: Lesley A. Crano, Commissioner (for) Indiana Department of Administration  
Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Name and Title, Printed  
By: Zachary Q. Jackson, Director (for) State Budget Agency  
Date: \_\_\_\_\_

APPROVED as to Form and Legality:

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-3-14.3(e) on September 19, 2019.

FA 19-45

This instrument was prepared by the undersigned attorney:

Attorney: \_\_\_\_\_  
Name and Title, Printed  
100 N. Senate Avenue  
Indianapolis, IN 46204

Date: \_\_\_\_\_

07/19

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SUPPLEMENTARY SIGNATURES

[Grantee] WARRICK COUNTY  
By: Robert H. Johnson, Jr., Vice President  
Name and Title, Printed  
Date: April 20, 2020

By: \_\_\_\_\_  
Name and Title, Printed  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title, Printed  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title, Printed  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title, Printed  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title, Printed  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title, Printed  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title, Printed  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title, Printed  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title, Printed  
Date: \_\_\_\_\_

ATTACHMENT A  
PROJECT DESCRIPTION

Doc No: 2001215  
Program: Local Roads and Bridges Matching Grants  
Type of Project: HMA Overlay, Preventive Maintenance  
Location: POLSONVILLE RD  
N 225 E

Project Name POLSONVILLE RD N 225 E	From Tennyson Road Eby Road	To SR 66 Elision Ridge Road	Award Amount for Features \$367,707.02 \$166,975.04
---	-----------------------------------	-----------------------------------	---

Application ID: Z831

A general scope/description of the Project is as follows:

Digout and repair base failure areas, then pave 1" of wedge and level as needed and 1.5" of surface and add shoulder stone and striping on Folsomville Degonia Road/ Folsomville Road from Tennyson Road to SR 66

The maximum amount of state funds allocated to the Project is \$664,772.66



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Indianapolis, Indiana 46204

Eric Holcomb, Governor  
Joe McQuinn, Commissioner

April 17, 2020  
Warrick County  
107 West Locust Street Courthouse Boonville  
Boonville, IN 47601  
RE: Community Crossing Matching Grant Fund 2020-1 Award Letter

Dear Dan Saylor:  
The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2020-1 Community Crossing Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossing Matching Grant Funds based upon your estimates the following:

Application ID	Project Name	Project Amount
Z831	Local Roads and Bridges Matching Grants	\$664,772.66

Preliminary award amounts are contingent upon the following:  
- Contactor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.  
- INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this date will result in forfeiture of your funds.  
- The Community Crossing Matching Grant Fund award amount is contingent upon the successful completion of the project. The maximum amount of state funds allocated to the project is \$664,772.66.

If you have any questions, please contact Shawn Benner, (317) 999-7319 or sbenner1@indot.in.gov.  
The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure. We are committed to providing the resources and support needed to help our communities strengthen local transportation networks for all of Indiana.

Sincerely,  
Shawn Benner, Director of Local Programs  
Indiana Department of Transportation



BUILT BY  
Accounts Payable  
Warrick County Indiana  
107 W. Locust  
Suite 301  
Boonville, IN 47601 U.S.A.

Acct. No. 2657  
AVL/Cust. No. 2657  
Work Performed:

Comments: Warrick County, Indiana, Community Crossing Matching Grant Fund 2020-1  
Wire - Plenum Cat6 77 Series (Green)\*\*\*  
LEVI1609286282MTC 1.00  
LEVI1410848782MTC 7.725  
LEVI161110RV61MTC 12  
LEVI14108961PMTC 24  
LEVI14108477PMTC 1  
LEVI14108477PMTC 11  
HARCADDYJ32MTC 9  
HARCADDYJ32MTC 10  
HARCADDYJ32MTC 4  
HARCADDYJ32MTC 1.00  
HARCADDYJ32MTC 65.00  
HARCADDYJ32MTC 4.00

1281 Maxwell Avenue  
Evansville, IN 47711  
Phone: (812) 421-0111  
Fax: (812) 421-0111  
Web: www.midwesttel.com

Ship-To  
Roger Emmons  
Warrick County Indiana  
107 W. Locust  
Suite 301  
Boonville, IN 47601 U.S.A.  
Sales Rep: Shaun Via  
David Shipley

Reference: Procurement Office Wiring  
Procurement Office Wiring  
Procurement Office Wiring

Invoice  
Number: 76225  
Date: 4/21/2020

Source: Quote No. 10830

Item Total:	\$12,292.53
Discount:	(\$682.53)
Year Price:	\$11,610.00
Sales Tax:	\$0.00
Total Amount Due:	\$11,610.00

View our website at www.midwesttel.com or call 812-421-0111 for information on all of the products that MTC has to offer!  
TERMS OF PAYMENT: All invoices are due upon receipt. Unpaid invoices following 30 days of invoice date will be considered past due. Payment in full is due within 10 days of invoice date. If payment is not received within 10 days of invoice date, a late charge of 1.25% per month, if account is turned over for collection to an attorney or collection agency, customer will be responsible for all fees associated with collection.  
Invoice# 76225, Printed: 4/21/2020 10:26:27 AM



1281 Maxwell Avenue  
Boonville, IN 47601  
Phone: (812) 421-0111  
Fax: (812) 421-3823  
Web: www.midwesttel.com

**Invoice**  
Number: **76226**  
Date: **4/21/2020**

**BILL-TO**  
Attn: Accounts Payable  
Warrick County Indiana  
107 W. Locust  
Suite 301  
Boonville, IN 47601 U.S.A.

Ship-To  
Attn: Roger Emmons  
Warrick County Indiana  
107 W. Locust  
Suite 301  
Boonville, IN 47601 U.S.A.

Source: SO No. 67597

Acct. No. 2657  
A/R Cust. No. Customer ID  
Work Performed:

Sales Rep. Ship Via  
Midwest Telecom

Wire Added:  
Prosecutor's Office - Wire Addition - 4 Cable Runs:

04/08/2020 - Technician (Alexander & Randy) arrived at customers location and ran two (2) additional wire runs  
(2) Cable runs into Courtroom 107 W. Locust from IDF adjacent to Prosecutors Office

Courthouse - Wire - Addition - 2 Cable Runs

04/14/2020 - Technicians (Alexander & Randy) arrived at customers location and ran two (2) additional wire runs  
into the Courtroom 107 W. Locust from IDF adjacent to Prosecutors Office

(1) Cable run for Fire Panel, per Five Star needs new dist. issue. Its system conversion runs into 1st floor Courthouse IDF

LABOR/STANDARD	Description	QTY	UOM	Est. Price	Total
LEVI410802TTNMTIC	Labor - MTC Standard Labor	9.00	HR		
LEVI410804TTNMTIC	Leviton Plate 2P - Light Almond	1	EA		
LEVI410804TTNMTIC	Leviton Plate 4P - Light Almond	1	EA		
LEVI410843TBMTC	Leviton Blank - Light Almond	1	EA		
LEVI6110RV61MTC	Leviton Data Jack L6 - Green	4	EA		
WIR17724053MTC	Wire - Plenum ***Cat6 77 Series (Green)***	600	FT		

Item Total: \$1,391.23  
Sales Tax: \$0.00  
Total Amount Due: \$1,391.23

View our website at www.midwesttel.com or call 812-421-0111 for information on all of the products that MTC has to offer!  
**TERMS OF PAYMENT:** All invoices are due upon receipt. Unpaid invoices following 30 days of invoice date will be considered past due and subject to a finance charge. Payment is turned over for collection to an attorney or collection agency.

**SERVICE CALL:** Minimum of 1 Hour Time & Trip Charge. Billed on an Hourly Basis.  
**RATES:** Standard Hours billed M-F 8am to 5pm. Overtime Hours billed after 5pm on M-F and Saturdays. Double Time Billed Sundays and Holidays. Overtime and Double Time work billed at a 2 hour minimum.

The Clearspan Contract is on File in the Auditor's Office.

**WARRICK COUNTY, INDIANA  
GIS LIMITED USE AGREEMENT**

This Agreement is entered into by and between Warrick County, Indiana ("County"), and American Structurepoint, 9025 River Road, Indianapolis, IN 46240 ("American Structurepoint"), collectively referred to as the "Parties".

WHEREAS, the County has certain GIS information that may be of use by American Structurepoint to provide local geographic data for use in the Warrick County Capital Improvements Plan and Program (CIPP);

WHEREAS, the County is willing to share GIS information with American Structurepoint for this purpose;

NOW, THEREFORE, the Parties hereby agree to the following terms and conditions for the sharing and use of this GIS information:

**1. Specific Terms**

1.1 Use of GIS Information. The County agrees to share GIS information that may be of use by American Structurepoint to provide local geographic data for use in the Warrick County Capital Improvements Plan and Program (CIPP).

American Structurepoint agrees that it will only use the GIS information provided by the County for this purpose and that it will not use this GIS information on other unrelated projects or copy, sell, loan, give away, or otherwise deliver this GIS information to another person or entity for any other purpose.

1.2 Requested Layers. The GIS layer(s) that the County will provide to American Structurepoint are the layers listed in an Attachment A to this Agreement and incorporated by reference herein.

**2. General Terms**

2.1 Entire Agreement. This Agreement represents the entire agreement between the Parties.

2.2 Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

2.3 Severability. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

2.4 Binding on Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, executors, successors and assigns.

2.5 Amendments. This Agreement may be amended or modified only by the mutual written agreement of all of the Parties to this Agreement.

2.6 Notices: All notices shall be made in writing and shall be deemed duly given if sent to the intended party as set forth in the signature section of this Agreement.

American Structurepoint

Warrick County Commissioners

Signature: [Signature]  
Name: Kenneth R. Olson  
Title: Project Manager  
Date: 5/5/2020

Signature: [Signature]  
Name: Dan Saylor  
Title: President  
Date: May 11, 2020

ATTACHMENT A  
REQUESTED GIS LAYERS

TIF Districts	GIS Layer	Format
Township	Shapelle	Shapelle
City	Shapelle	Shapelle
County	Shapelle	Shapelle
Water	Shapelle	Shapelle
Highways	Shapelle	Shapelle
Private Roads	Shapelle	Shapelle
Utilities with Attributes	Shapelle	Shapelle
Storm Water Features	Shapelle	Shapelle
Storm Water Outfalls	Shapelle	Shapelle
Railroads	Shapelle	Shapelle
Railroad Crossings	Shapelle	Shapelle

**AGREE A SUB-CALL**  
**ARAB**  
Pest Control Service Agreement with Pest Management Analysis Form

Customer: Warrick County Drug Court PHONE: 812-897-6120  
Billing Address: 107 W Locust Street City: Boonville State: IN Zip: 47601  
Multiple Invoices: NO City: Boonville State: IN Zip: 47601

Agreement Covers the following Pest:  Flea  Tick  Mosquito  Silverfish  Other: None  
 Spiders, EXCLUDING Brown Recluse  Roach  Other: None  
 Service Schedules: URGENT SERVICE  1st Visit  2nd Visit  3rd Visit  4th Visit  5th Visit  6th Visit  7th Visit  8th Visit  9th Visit  10th Visit  11th Visit  12th Visit  13th Visit  14th Visit  15th Visit  16th Visit  17th Visit  18th Visit  19th Visit  20th Visit  21st Visit  22nd Visit  23rd Visit  24th Visit  25th Visit  26th Visit  27th Visit  28th Visit  29th Visit  30th Visit  31st Visit  32nd Visit  33rd Visit  34th Visit  35th Visit  36th Visit  37th Visit  38th Visit  39th Visit  40th Visit  41st Visit  42nd Visit  43rd Visit  44th Visit  45th Visit  46th Visit  47th Visit  48th Visit  49th Visit  50th Visit  51st Visit  52nd Visit  53rd Visit  54th Visit  55th Visit  56th Visit  57th Visit  58th Visit  59th Visit  60th Visit  61st Visit  62nd Visit  63rd Visit  64th Visit  65th Visit  66th Visit  67th Visit  68th Visit  69th Visit  70th Visit  71st Visit  72nd Visit  73rd Visit  74th Visit  75th Visit  76th Visit  77th Visit  78th Visit  79th Visit  80th Visit  81st Visit  82nd Visit  83rd Visit  84th Visit  85th Visit  86th Visit  87th Visit  88th Visit  89th Visit  90th Visit  91st Visit  92nd Visit  93rd Visit  94th Visit  95th Visit  96th Visit  97th Visit  98th Visit  99th Visit  100th Visit

NOTE: PAYMENT FOR INITIAL SERVICES MUST BE MADE PRIOR TO OR AT THE TIME OF THE SERVICE ON THE SERVICE DATE. ALL OTHER SUBSEQUENT VISITS, PAYMENT IS DUE UPON RECEIPT OF INVOICE.  
 ARAB WILL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR PERSONS. ALL DAMAGE TO PROPERTY OR PERSONS WILL BE THE RESPONSIBILITY OF THE CUSTOMER. ARAB WILL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE CUSTOMER'S NEGLIGENCE.  
 ARAB WILL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE CUSTOMER'S NEGLIGENCE.  
 ARAB WILL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE CUSTOMER'S NEGLIGENCE.

FOR 2019 PROVIDED THAT THE SERVICE SCHEDULE IS MAINTAINED AND PAYMENT IN ACCOUNT IS CURRENT, EXTRA SERVICES UP TO 48 HOURS AFTER TREATMENT ARE AT NO CHARGE. AFTER THAT, EXTRA SERVICES ARE \$\_\_\_\_ EACH.  
 FOR 2020, PAYMENT MUST BE MADE PRIOR TO OR AT THE TIME OF SERVICE OR THE SERVICE WILL BE RESCHEDULED.  
 ADDITIONAL SERVICES (if needed) at \$\_\_\_\_ each, for up to 90 days after all required visits.  
 ARAB WILL BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE CUSTOMER'S NEGLIGENCE.  
 ARAB WILL BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE CUSTOMER'S NEGLIGENCE.  
 ARAB WILL BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE CUSTOMER'S NEGLIGENCE.

UPON REQUEST, ARAB WILL FURNISH TO THE CUSTOMER A CERTIFICATE OF LIABILITY INSURANCE COVERAGE IN EFFECT.  
 THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ARAB SERVICE AGREEMENT.  
 BY SIGNING THIS AGREEMENT, THE CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THE ARAB SERVICE AGREEMENT.  
 THE CUSTOMER'S SIGNATURE IS REQUIRED FOR THE SERVICE TO BE PERFORMED.  
 ARAB WILL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE CUSTOMER'S NEGLIGENCE.  
 ARAB WILL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE CUSTOMER'S NEGLIGENCE.  
 ARAB WILL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE CUSTOMER'S NEGLIGENCE.

ARAB TERMINATE & FIRST CONTROL  
 1066 H DIAMOND AVE, EVANSVILLE IN 47711  
 812-897-6120

Signature: [Signature] Dan Saylor, President  
 Warrick County Commissioners  
 1066 H DIAMOND AVE, EVANSVILLE IN 47711  
 812-897-6120

Date: 4-27-2020









Prescribed by the State Board of Accounts

10.46

County Form No. 47-TR

COUNTY TREASURER'S MONTHLY REPORT

Required by IC 36-2-10-16 and IC 5-13

Month ending April 30th, 2020

CHARGES:		WARRICK COUNTY
1	Total Taxes Collected (Not Receipted to Ledger or Refunded)	\$6,713,767.34
2	Advance Collections of Taxes	\$0.00
3	Advance Draw	WA \$0.00
4	Cash Collections	\$500.00
5	Cash Collections (Including Late Assessment Penalties)	\$0.00
6	Surplus Payments	\$0.00
7	Tax Sale Costs	\$0.00
8	Demand Fees	\$0.00
9	Sewage Collections	\$0.00
10	Weed Control	\$0.00
11	Storm Water	\$0.00
12	Vehicle License Excise Tax	\$2,975,955.48
13	Motor Vehicle Rental Excise Tax	\$14,848.13
14	Lottery Excise Tax	\$1,352,538.85
15	Aircraft License Excise Tax	\$194,489.81
16	Auto Rental Excise Tax	\$32,410.18
17	Boat Excise Tax	\$0.00
18	Forest Reserve	\$0.00
19	State Replacement Credit	\$0.00
20	Homestead Credit	\$40,805,710.07
21	Total Balances of all Ledger Accounts-Cash	\$1,044,667.53
22	Total Balances of all Ledger Accounts - Investments	\$53,238,035.82
23	Total Charges	

CREDITS:		WARRICK COUNTY
24	Depository Balance as Shown by Balance of Cash and Depository Record (List Detail on Reverse Side)	\$ 46,810,303.57
25	Investments as Shown by Daily Balance of Cash and Depositories Record (Column 12 Line 40)	\$6,400,646.52
26	Total Cash on Hand at Close of Month:	
	Currency	\$500.00
	Coins	
	Checks, Money Orders, etc	
	Total	\$500.00

27		\$500.00
28		
29		
30	Total	\$53,211,450.09
31	Cash Short (Add)	\$46,046.21
32	Cash Long (Deduct)	(\$19,460.48)
33	Proof	\$53,238,035.82

RECONCILEMENT WITH DEPOSITORIES

34	Balance in all Depositories Per Daily Balance Record (Line 24 Above)	\$46,810,303.57
35	Outstanding Warrant-Checks (Detail by Depositories on Reverse Side)	\$276,388.21
36	Balance in all Depositories Per Bank Statements (Detail by Depositories on Reverse Side)	
37	Deposits in Transit (Detail by Reverse Side)	\$47,088,997.21
38	Proof	\$382,205.43
		\$ 47,088,997.21

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a)	Cash Change Fund Advanced by County	\$
(b)	Receipts Deposited in Depositories	(Date)
(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 11 day of May, 2020

[Signature] County Treasurer

CO COPY

CONTRACT

This agreement is between the Warrick County Commissioner's (The "County"), on behalf of the Warrick County Department of Parks & Recreation (Parks), Boonville, Indiana 47601 and Celebration Ice, LLC (Celebration), Owner - Mark Seibert, Jasper Indiana. It is composed of the following terms and conditions, which both parties, as recognized by their signatures, accept and agree to uphold.

- Celebration is responsible for supplying and delivering to the County, with no shipping or deliver costs or fees, Seven Pound (7 lb.) Bags of ice, at a cost of \$0.80/Bag.
- Celebration also agrees to deliver the ice to the Parks on a regularly scheduled basis keeping the Parks sufficiently supplied during periods of "Normal Operation". In addition, Celebration also agrees that there may be times when ice may be needed by the Parks on an emergency basis or may be required as result of unforeseen or unpredictable conditions. If such a situation or conditions should arise, Celebration agrees, that within reason and to the best of their ability, will make "Unscheduled Deliveries" to the Parks in a reasonable and timely manner as agreeable to by both parties.
- Celebration agrees also to provide the necessary freezers and/or storage units required by the Parks to keep the necessary inventory of ice frozen and good usable condition.
- The contract will begin on 5-11-2020 2020 and will be in effect for Sixty (60) Months or Five (5) Years. It will expire on 5-11 2025.
- It should be noted, that either party, with 30-day notice, may terminate this contract at any time for any reason.
- Initially, the ice will be purchased primarily by the Parks for use at Scales Lake. However, the County would like to have the authority and the option to buy ice from Celebration for any of the County's several departments and/or offices for the same price and with free delivery.
- A Certificate of Insurance (COI) is required of Celebration as a vendor doing business with Warrick County. A COI must be on file with either the Warrick County Purchasing Manager or the County Administrator before a notice to proceed will be issued.

CELEBRATION ICE, LLC

[Signature] Mark Seibert (Signature-Owner) (Name Printed) Date: 4-30-2020

WARRICK COUNTY

[Signature] Dan Saylor (Signature-President) (Name Printed) Date: 5-11-2020

WARRICK COUNTY COMMISSIONERS  
107 W. LOCUST ST., STE. 301 - BOONVILLE, IN 47601  
PHONE - (812) 897-6120 FAX - (812) 897-6189  
e-mail: info@warrickcounty.gov

DAN SAYLOR

TERRY J. PHILLIPPE

BOB JOHNSON

FORM OF PROPOSAL

- 1. Date: 5/6/20
- 2. Governmental Unit: Warrick County Board of Commissioners
- 3. Project being bid: Notice and Auction for 2020 Commissioners Sale
- 4. Offeror (Firm): Curren Miller Auction Realty Inc.  
Address: 1005 E. Walnut St.  
City / State / Zip: Evansville IN 47714  
Telephone Number: 812-474-6100  
Fax Number: 812-474-6110  
Agent or contact person: Wendy Miller
- 5. Total amount of offer: 406 commission

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

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

Wendy Miller  
Signature of Offeror or Agent

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