

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**  
REGULAR SESSION  
COMMISSIONERS MEETING ROOM  
107 W. Locust Street, Suite 303  
Boonville, Indiana  
July 27, 2020  
4:00 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 and Secretary Kristine Georges attended and recorded the minutes.

President Dan Saylor called the meeting to order at 4:00 PM.

**PLEDGE OF ALLEGIANCE**

**REQUEST TO EXTEND SURETY**  
**C-2019-030**

**Commissioner Saylor:** First item on the agenda is our APC. Molly, you're up.

**Molly Barnhill:** Okay, we have a request to extend surety. C-2019-030 for entrance construction at 1355 Eble Road. We're holding a fifteen thousand dollar (\$15,000.00) letter of credit which expires August 29<sup>th</sup> and they're asking for one (1) year at the same amount. County Engineer has signed off on this request.

**Commissioner Saylor:** Bobby? You were good with this?

**Bobby Howard:** Yeah, the dollar amount's sufficient. Recommend extending the surety.

**Commissioner Saylor:** Okay. Heather, are we good? Okay, alright. So, Commissioners, do I have a motion?

**Commissioner Johnson:** Make a motion to extend the surety.

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

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

*(C-2019-030 is located on Page 14 of these Official Minutes)*

**REQUEST TO RELEASE SURETY**  
**C-2019-013**

**Molly Barnhill:** We have a request to release surety. It's C-2019-013 for entrance construction at 255 West Second Street, Tennyson. We're holding twenty-one thousand dollar (\$21,000.00) letter of credit. It expires August 28, 2020. They have had one (1) year. And the County Engineer has signed off on this request.

**Commissioner Saylor:** It's all good, Bobby?

**Bobby Howard:** Yes, it was constructed to the approved plan. Recommend release of the surety.

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

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

**Commissioner Johnson:** 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).

*(C-2019-013 is located on Page 15 of these Official Minutes)*

**SIDEWALK ACKNOWLEDGEMENT**  
**BROOKSTONE SUBDIVISION SECTION 2**

**Molly Barnhill:** We have a sidewalk acknowledgement. It's Brookstone Subdivision, Section 2, by Jagoe Land Corporation. Scott Jagoe, President. Megan Drive, twenty-two hundred (2,200) lineal feet and Brookstone Drive at five hundred seventeen (517) lineal feet. And this has also been inspected and signed off by our County Engineer.

**Commissioner Saylor:** All good, Bobby?

**Bobby Howard:** The sidewalks were constructed. I'd recommend acknowledgement.

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

**Commissioner Johnson:** Make a motion to approve the sidewalk acknowledgement for Brookstone Subdivision, Section 2.

**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).

**Molly Barnhill:** That's all for us.

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

**Molly Barnhill:** Thank you.

*(Brookstone Subdivision, Section 2 is located on Pages 15 through 16 of these Official Minutes)*

### **APPROVAL OF MINUTES JULY 13, 2020**

**Commissioner Saylor:** Next on the agenda is the Approval of July 13, 2020 Regular Session Minutes.

**Commissioner Phillippe:** Make a motion to approve the 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).

### **CONSENT AGENDA VEHICLES FOR DECLARATION OF SURPLUS STATUS BOONVILLE DOWNTOWN PLAZA PAY APPLICATION 11 JUDICIAL CENTER PROPOSAL FOR METAL ROOF REPAIR NONDISCRIMINATION AND ACCESSIBILITY LETTER OF COMMITMENT TO INDOT**

**Commissioner Saylor:** Next item on the agenda is our Consent Agenda.

**Roger Emmons:** Thank you, Mr. President. First, we have vehicles for declaration of surplus status, Surveyor's Office. Used 2009 Bush Hog Trail Hand Off Road Utility Vehicle. Coroner's Office has a 2004 Ford Expedition. Court Services has two (2) vehicles: a 2005 Ford Explorer and a 1998 Dodge Caravan. I sent an email to you on July 14<sup>th</sup>. It addressed these vehicles and the request from the three (3) offices to declare these as surplus. And you gave me a consensus for you to approve so you can ratify them today. Continuing on, County's share of the Boonville Downtown Plaza, JBI Construction, INC. Pay App 11, which is a final. I did present (Pay App) 10 to you at your July 13<sup>th</sup> meeting and I stated it was the final App. Clarification was that it was the final total that I gave you once I re-reviewed the app I realized there would be one (1) more pay app to cover the, the retainage and to include the twenty-five thousand dollar (\$25,000.00) credit. So, the amount I presented as final was twenty-four thousand one hundred twenty-one dollars and sixty-five cents (\$24,121.65) on July 13<sup>th</sup>. And it's being submitted in two (2) different applications, (Pay App) 10 and 11, four thousand nine-hundred-one-forty-six (\$4,991.46) and nineteen thousand one hundred thirty dollars and nineteen cents (\$19,130.19) for the final total I stated. We submitted the claim to the Auditor. That was dated July 16<sup>th</sup> and in order to realize the twenty-five thousand dollar (\$25,000.00) credit, we have to pay that by July 31<sup>st</sup>. So, I would ask Debbie, will that be possible to get that paid?

**Auditor Stevens:** Yes.

**Roger Emmons:** Okay, thank you very much. Next is the Warrick County Judicial Center, a proposal for metal roof repair. The proposal is from BMS Roofing, Inc., in the amount of three thousand six hundred dollars (\$3,600.00). We got a consensus from Dan and Terry. And that was on July 20<sup>th</sup> for today's ratification. Lastly, under the Consent Agenda, Warrick County, Indiana Non-Discrimination and Accessibility Letter of Commitment to INDOT. This has to do with the ADA Accessibility and also our Title 6 Implementation Plan. So, Bobby needed it for the call for projects that were being submitted to the MPO, which I still refer to as the MPO. It's the Evansville Metropolitan Transportation Organization. The one (1) we had submitted was dated December 28, 2017. But since then, we've made some major upgrades mainly from the Courthouse Renovation Project. So, I've updated the letter and copied you on that earlier for your approval today. That would be all the items for the Consent Agenda if you wish to approve all in one (1) motion.

**Commissioner Saylor:** I just want to point out one (1) thing to our Legal Counsel. Todd, on that proposal for a metal roof, this company specializes in this and this roof has leaked for years over at that Judicial Center. They are experts in their field. There's not a lot of people that are out there with this raised roof. And I want to tackle this. So, we were not able to get, you know, multiple bids on this. One (1) their, that's their specialty and they're very well known. And we wanted to get somebody to finally get this fixed. We've had other people look at it. Work on it. It still leaks. And so, just want to...

**Commissioner Johnson:** We've thrown a lot of money at this in years past. So, this is nothing compared, if we can get this solved for this amount of money.

**Commissioner Saylor:** He said this will address the valleys which were installed improperly from the get go. Brad is not here. So, half the roof was installed properly. The other half was not. This half, they think, is leaking in the valleys. However, he said if it still continues to leak, he thinks the ridge cap would be potentially another avenue for water intrusion. So, which, he would address that later.

**Commissioner Phillippe:** If this doesn't fix it.

**Commissioner Saylor:** If this doesn't fix it.

**Todd Glass:** Well, you either approve the bid under the exception of no other vendor able to do it, which I don't know if there's other metal roof vendors. I would suppose, but I take your comments for what they're worth. What I'm trying to struggle to find out is if the Governor's executive orders still have us under the health emergency processes for bids on public works. And I might need a few minutes to determine where we're at on that Executive Order. Because if that Executive Order is still in place then you can still proceed with entertaining the bid and awarding the contract.

**Commissioner Saylor:** So, do you want us to hold off on the vote on the Consent Agenda and move forward with the other agenda, would give you time to...?

**Todd Glass:** Yes, until later on in the meeting. Just as to that item.

**Commissioner Saylor:** Okay, so we will postpone that vote on the Consent Agenda until later in the meeting.

**Roger Emmons:** Okay.

**Commissioner Saylor:** So, next item.

*(JBI Pay App 11 is located on Pages 21 through 22 of these Official Minutes)*

**DEPARTMENTAL REPORTS  
COUNTY ADMINISTRATOR  
NEW RADIOS FOR EMA**

**Roger Emmons:** I have a few other items for information, discussion, or action. I have Fixed Asset Notification Forms for five (5) new radios purchased by the Emergency Management Agency. I just need a motion to approve. And I already received Dan's signature on the form. These are Motorola APX 900 7/800 MHz model two (2) (inaudible).

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

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

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

**Commissioner Johnson:** Aye.

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

**Commissioner Saylor:** Terry, did you, aye that?

**Commissioner Phillippe:** Yes, I did. Aye.

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

*(Fixed Assets for EMA are located on Page 16 of these Official Minutes)*

**ADVANCE DISPOSAL – PROPERTY DAMAGE RELEASE**

**Roger Emmons:** Oh, and then next is a property damage release for damages to Estate Drive by Advanced Disposal Services. And Todd, I emailed a copy of that to you and John on July 20<sup>th</sup>. I didn't recall any comment from you about that.

**Todd Glass:** It was in proper form.

**Roger Emmons:** Okay. Very good. So, I'll have Dan, I mean, we need a motion on that then?

**Todd Glass:** Yes.

**Commissioner Saylor:** Commissioner, do I have a motion for the property damage release?

**Commissioner Phillippe:** Make a motion.

**Commissioner Johnson:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** (Inaudible).

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

**Roger Emmons:** Thank you.

*(Advanced Disposal Release is located on Page 17 of these Official Minutes)*

**MACO SERVICE AGREEMENT FOR HIGHWAY DEPARTMENT**

**Roger Emmons:** I have a full service maintenance contract with MACO, Evansville Blue, beginning around July 16<sup>th</sup>. There was some emails about this. This is for the Highway Engineering and Storm Water Departments. Kristine couldn't find that it was ever presented in an open meeting. So, it might have been done by consensus. But the MACO rep Rick Lents, he emailed the agreement to Bobby on, and Kristine on July 15<sup>th</sup> of this year and admitted he should have sent at the beginning of 2020. But he forgot to. So, I don't know if, I did send that to Council as well. I do have it here for the Board's approval and President Saylor's signature if it is in proper form.

**Todd Glass:** And which one (1) is that?

**Roger Emmons:** That's the MACO, Evansville Blue, Cannon TM-305 MFPT 36 machine printer/copier and color scanner. It also has a plotter scanner. It was installed December 16<sup>th</sup> of last year. It's a short agreement, three (3) pages.

**Todd Glass:** Mr. President, I can't for the life of me remember that. But, if you wish to approve it subject to our final approval, we can certainly get that done by tomorrow.

**Commissioner Saylor:** I mean I'm okay with that. So, do I have a motion?

**Commissioner Phillippe:** Make a motion to approve the maintenance contract.

**Commissioner Johnson:** Pending Counsel approval?

**Commissioner Phillippe:** Pending Counsel approval.

**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.

*(MACO Service Agreement is located on Pages 17 through 18 of these Official Minutes)*

**FMLA REQUESTS**

**Roger Emmons:** I have a couple of requests for Family Medical leave Act. HR Manager Heather Soberg has vetted the two (2) requests and she finds that the required forms with proper signatures have been submitted for each and we recommend approval. It's an employee in APC and the Veteran's Affairs.

**Commissioner Saylor:** Do we have a motion for the FMLA?

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

**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).

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

**Commissioner Saylor:** Okay.

**COUNTY ATTORNEY  
RIVER CITY WIRELESS RURAL BROADBAND AGREEMENT**

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

**Todd Glass:** I'm sorry, Mr. President. Thank you. The first item on my agenda is the approval of the Rural Broadband Economic Development Agreement with River City Wireless. Mr. Roelle is here if you have any questions for him. But his department and Mr. Davis has been working long and hard in finalizing this Economic Development Agreement with River City Wireless to provide for wireless broadband services to those parts of the County that are not otherwise serviced by the Broadband Development Agreement with Mainstream. It's an Economic Development Agreement to provide for that development of wireless service to those parts of the County and a finance agreement which works hand in glove with the bond that was approved through Mainstream Development. And everything is in order, has been reviewed by those, CounSEI for Economic Development and myself. It would be an approval by vote of the Economic Development Agreement and financing agreement and authorizing the Board of County Commissioners to enter into both.

**Commissioner Saylor:** Steve, you have anything to add to the agreement?

**Steve Roelle:** Nope. Been a long time coming. And we're looking to pick up customers in Warrick County with no fixed broadband option.

**Commissioner Saylor:** Perfect, okay. I think it'll be a great addition. So, that being said, Commissioners, do I have a motion?

**Commissioner Phillippe:** Make a motion to approve the agreement with River City Wireless.

**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).

**Todd Glass:** And, Roger, Steve brought the originals and they're right here for signature.

*(River City Wireless Agreements are located on File in the Auditor's Office)*

#### **X-SOFT PROFESSIONAL SERVICES AGREEMENT**

**Todd Glass:** Secondly, Mr. President, I believe the Assessor is here and likewise her office has been working hard on the development of a professional services agreement with X-Soft, INC. And I don't know if I would be doing a very good job of this. Perhaps she could explain what this will allow her office to do. The contract itself has been reviewed and is in proper form.

**Assessor Redman:** Good afternoon. Warrick County Assessor. Well, part of our conversion as you all know we were switching to a new canvas system. There's been some growing pains as we've been expecting. But part of it is we lost the support of our website. So, as of June 30<sup>th</sup>, we no longer have Thomson Reuters supporting a website. Luckily, showing true to their customer service, they've forgotten to take it down. So, we have been able to limp by a little while, but there's no new data being updated. So, since June 12<sup>th</sup>, nothing has been updated. This is not something that Guy can do for the County. You would need to lend him to me twenty-four (24) hours a day for several months to accomplish. So, we had to quickly find an alternative for our website and our same (inaudible) vendor was able to provide it.

**Todd Glass:** Yes, otherwise, it's in proper form and provides for the services to provide and host the website and update, etcetera, etcetera. The Assessor will enter into the contract after it's approved and signed by all three (3) Commissioners. One (1) year term, I think.

**Assessor Redman:** Correct.

**Todd Glass:** And renewable.

**Commissioner Phillippe:** Will it be dramatically different than what it is now?

**Assessor Redman:** Beautiful. I do have access to it currently. And we're working out some issues because we're in the process of a conversion. So, with the conversion there's a lot of data issues. So, we're just trying to make sure it's clean before we open it to the public. We're very excited.

**Commissioner Saylor:** So, Commissioners, do I have a motion for the approval of the Professional Services Agreement with X-Soft?

**Commissioner Johnson:** Make the motion to approve the agreement, service agreement with X-Soft for County Assessor's Office.

**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).

Assessor Redman: Thank you.

*(X-Soft Agreement is located on Pages 18 through 19 of these Official Minutes)*

**DISCUSS APPROVAL OF NON-DISCLOSURE AGREEMENT WITH FIREEYE, INC**

**Todd Glass:** And next, Mr. President, we have a Non-Disclosure Agreement provided to us through the Indiana Secretary of State's Office to enter into with FireEye, INC. This is from Guy Whelan. And the Clerk's Office, it's an end point security system that's provided to most other Counties in the State of Indiana to remotely manage end point security of each Warrick County desktop and laptop computer, hard drive scans for virus and malware, email filtering for malicious emails, and the non-disclosure agreement is for FireEye to begin that work and to work with the County, I believe, and they will not disclose the information that they learn with these security systems and it's a mutual agreement also with the County.

**Commissioner Saylor:** Okay, Commissioners? Do I have a ....?

**Commissioner Phillippe:** Make a motion to approve the non-disclosure agreement with FireEye.

**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).

**Todd Glass:** And Roger, I don't appear, yes, I do have a (inaudible).

**Roger Emmons:** Okay.

**Todd Glass:** I surprised myself there.

*(FireEye Agreement is located on Pages 20 of these Official Minutes)*

**ESTABLISHING SPEED LIMIT FOR WOODFIELD SUBDIVISION  
RESOLUTION 2020-11**

**Todd Glass:** At the request, I believe of Mr. Howard. We have a Resolution....?

**Kristine Georges:** '11.

**Todd Glass:** 2020-11, which is a Resolution of the Warrick County, Indiana, establishing a speed limit in Woodfield Subdivision of twenty (20) miles per hour to include: Woodfield Drive, Foxmoor Court, Woodfield Court, Jenwood Court, Deertrail Court, Woodland Springs Drive, Lakefield Drive, Fieldwood Court, Woodmore Court, and Foxwood Court. Resolution by the Board of Directors establishing that maximum speed limit as twenty (20) mile per hour.

**Commissioner Saylor:** Bobby, did that request come from....?

**Bobby Howard:** Their Home Owners' Association.

**Commissioner Saylor:** Couldn't remember how that came in. So, Commissioners, do I have a....?

**Commissioner Johnson:** Make a motion to approve Resolution 2020-11.

**Commissioner Phillippe:** I will 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).

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

*(Resolution 2020-11 is located on Page 21 of these Official Minutes)*

**COMMISSIONER SALE UPDATE**

**Todd Glass:** A couple of quick announcements. I have for signature by the Commissioners all the necessary tax deeds and purchase agreements from the tax sale that was conducted last week. So, it's a stack. I'm going to leave that with Roger and if you don't mind executing those at your earliest convenience.

**LAWSUIT ON FENCE AND HOUSE DAMAGE DUE TO FALLEN TREE**

**Todd Glass:** Also, the County received a successful determination by the court in a lawsuit against the Highway Department for failing to trim a diseased tree that ended up causing property damage on a property owner's fence and

house. And we received a judgement in favor of Warrick County finding that the County did not have a duty to know about an unknown diseased tree. So, that was a favorable ruling on behalf of the County there.

**TRAILER FOR MOBILE MORGUE UPDATE**

**Todd Glass:** I also suggest, I believe on the trailer for the mobile morgue through the EMA Office, there is a quote that has been received. I would suggest that the Commissioners consider approving that quote for forty-two thousand five hundred dollars (\$42,500.00) for a sixteen (16) foot mobile morgue trailer. And I'll work with Mr. Woolen and I've already spoken with Ms. Stevens. I think everything's been resolved there.

**Auditor Stevens:** We're talking about two (2) different trailers.

**Todd Glass:** Yeah?

**Auditor Stevens:** You and I, we're talking about two (2) different trailers.

**Todd Glass:** Okay, so you, Hazmat Medical Associates, you haven't spoken with?

**Auditor Stevens:** I don't (inaudible).

**Todd Glass:** Okay, none-the-less, I would suggest we at least approve the quote first and if you wish, in order to get that process started more quickly. Another thing you can do is instruct Mr. Woolen to seek out financing if you want to get that purchase. And you can instruct him to do that, that way he can enter into the contract to get the trailer, get it delivered, and process the payment thereafter. But one (1) thing you do have to do is approve the quote, if, if you're so inclined to do so. That's a five (5) year structural warranty, one (1) year parts and service on the generator and refrigerator. Quote's good for thirty (30) days. Six (6) to eight (8) weeks from when the purchase order's received before delivery, I believe. And I'm happy, if you wish me too, continue to work with Mr. Woolen's department to figure out how to get the trailer ordered and processed.

**Commissioner Saylor:** So, this is a reimbursement item under the Cares Act?

**Todd Glass:** It would be one hundred percent (100%).

**Commissioner Saylor:** Would the interest be paid on the loan be a reimbursable expense?

**Todd Glass:** I don't know that I know that technically, but we'll certainly include it and I wouldn't be surprised if that would actually be reimbursable also.

**Commissioner Saylor:** Okay. So, I'm, I'm good with it.

**Todd Glass:** It will probably, I'm sorry, Mr. President, we have eight (8) weeks max delivery date. So, you're talking about simply a sixty (60) day note. So, the expense would be minimal but however, we would include it on the grant reimbursement request.

**Commissioner Saylor:** Okay.

**Commissioner Phillippe:** So, we're approving the quote only today?

**Todd Glass:** Quote only and if you wish you can instruct Mr. Woolen into the financing option.

**Commissioner Saylor:** Option?

**Todd Glass:** As a way to get the order processing. That way the actual payment of the trailer comes after it's delivered.

**Commissioner Phillippe:** Make a motion to approve the quote.

**Commissioner Johnson:** Second.

**Commissioner Saylor:** So, we have a motion to approve the quote and also authorize Dave to seek financing. Correct?

**Commissioner Johnson:** Sure.

**Commissioner Phillippe:** Sure.

**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).

**Todd Glass:** And that's the only trailer purchase that I am aware of that we have in front of us today. But, on the Health Department Trailer, I can present the JHB Group, JHB Group, does that sound familiar with the Health Department trailer?

**Auditor Stevens:** Not me.

**Todd Glass:** Who was the trailer vendor we were talking...?

**Auditor Stevens:** Lile in Evansville.

**Todd Glass:** Lile?

**Commissioner Johnson:** Yeah, it's right down on Old Boonville Highway.

**Commissioner Saylor:** The Lile trailer was for EMA and that was for the, to transport, store these PPE's, right?

**Todd Glass:** Oh, that's the third one (1) that we (inaudible) approved. And that's not in front of us tonight. I'll talk to Mr. Woolen and see what I can do to assist him with that third trailer purchase.

**Commissioner Saylor:** Okay.

*(Lile Trailer Bid is located on File in the Auditor's Office)*

**CONSENT AGENDA APPROVAL CONTINUED**

**Todd Glass:** I can also tell you, Mr. President, if you want to go back to your consent item agenda, the State of Health Emergency remains in effect. And Indiana Code 10-14-3 still applies whereby we can waive procedures for the pronalities for performance of a public work and you can approve the metal roof bid for the Judicial Center.

**Commissioner Saylor:** Alright. So, with that being said, do I have a motion to approve the consent agenda as is?

**Commissioner Johnson:** So moved.

**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).

**Todd Glass:** And I think that's all for me.

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

*(Roofing Bid for Judicial Center on located on File in the Auditor's Office)*

**COUNTY AUDITOR  
PAYROLL**

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

**Auditor Stevens:** Alright. Thank you. Debbie Stevens, County Auditor. Let's see, let's go ahead and do Payroll first. The Payroll Vouchers, total Payroll I'll give to you. First of all, let me mention to you that we've made huge progress in a short amount of time in gaining compliance for Payroll, but we still do have basically the same departments that are non-certified. The Recorder's Office was non-certified simply because they were out of the office and not able to gain, get the time sheets signed from some of the employees that were off work. But they've been certified on the, the past two (2) vouchers. We have Fund 1000, Prosecutor, non-certified. Superior 2, non-certified. Circuit Court has been certified on the last two (2) Payrolls, but again they have an employee that wasn't able to submit their time because they were off during that pay period. The rest of these departments, this falls under Prosecutor, Child Support, non-certified. And Economic Development is certified. The only portion of Friedman Park that's non-certified is the, is the Scales Lake portion. Health Department is non-certified. The Plat Department is non-certified because we were not able, no, that's not us. The Recorder Perpetuation, same as before. Parks, non-certified. Pre-Trial Diversion, under Prosecutor VOCA, Prosecutor, Office of Prosecuting Attorney, all those are non-certified. And that's it. The rest are all certified and compliant. Let me give you a total. And I'll have these Non-Certifieds for you to sign off on just as you do the non-certified claims. Total, total Payroll is four hundred ninety-nine thousand one hundred sixteen dollars and ninety cents (\$499,116.90). That's four-nine-nine-one-one-six-point-nine-zero (\$499,116.90).

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

**Commissioner Phillippe:** Make a motion to approve 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).

*(Payroll Claims are located on Page 23 of these Official Minutes)*



**CERTIFIED CLAIMS**

**Auditor Stevens:** Alright. Thank you. Certified Claims, total, and this I wanted to back up and just be transparent about it. In the last meeting, because there was a claim that was not included on the last AP Voucher, however it was neither, nor was it Non-Certified. However, it had been paid in our last date range on our AP Voucher. It was an error that July 7<sup>th</sup>, was left off that voucher. It's included on this voucher. And the WeatherTap claim that you had inquired about and asked if I had, was holding it in my office, which I was not, was paid on July 7<sup>th</sup> along with the others. So, I just wanted to clear that up. So, the 7<sup>th</sup> is included in the current voucher. And the total for these claims is four million eighty-seven thousand one hundred forty-three dollars and ninety-seven cents (\$4,087,143.97). That's four-zero-eight-seven-one-four-three-point-nine-seven (\$4,087,143.97).

**Commissioner Saylor:** Do I have a motion for the Certified Claims?

**Commissioner Johnson:** Make the motion to pay the Claims.

**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).

*(Certified Claims are located on Pages 23 through 25 of these Official Minutes)*

**NON-CERTIFIED CLAIMS  
HEALTH DEPARTMENT**

**Auditor Stevens:** Alright. I have two (2) Non-Certifieds. This, this is similar situation to last month when the reimbursement claims were filed for fuel reimbursement to the Highway Department. Health Department, the invoice is erroneous. It is not true and correct. If there are not true odometer readings entered into that. So, again for the month of June which is payable in July, we have Non-Certified, six hundred seventy-seven dollars and fourteen cents (\$677.14). Did, do you know if that invoice will be correct the next time? This is for June.

**Commissioner Johnson:** Bobby, did you find out anything on the fob?

**Bobby Howard:** I didn't find anything wrong with the fob. I've got all call into the company as to why they can put that in. That fob is requiring that to work. That's why we can't figure out why. So, that's the only number they can put in to get the thing to turn on for them. So, I don't know why I've got a thing in for the, what's their names, Fuelmaster.

**Commissioner Saylor:** Wabash?

**Bobby Howard:** Fuelmaster is the name of the company about that system. So, I'm trying to figure that out on that end.

**Commissioner Johnson:** Is there another fob that we can get for this individual to where this doesn't...

**Bobby Howard:** I can, yeah, I can try to program another fob and see if that works.

**Auditor Stevens:** A temporary solution might be to keep a mileage log and just log those dates of fuel and what the accurate mileage is on that date.

**Commissioner Phillippe:** You need to know the gallons? Not the miles?

**Auditor Stevens:** The gallons are accurate. It's the mileage that's not.

**Bobby Howard:** (Inaudible).

**Auditor Stevens:** But...

**Commissioner Saylor:** I don't see why they can't write down the mileage. I mean that's...

**Bobby Howard:** Right now, our system just automatically spits out these invoices based on user input.

**Auditor Stevens:** Right.

**Commissioner Johnson:** If you put in the right mileage, it would not work.

**Bobby Howard:** He said it wasn't working. Yeah.

**Commissioner Saylor:** So, you're going to check on that?

**Bobby Howard:** Yeah, I'll, I'll try a new fob.

**Commissioner Saylor:** Heather, is there any other additional information on this particular claim that you know.

**Heather Soberg:** Only at Aaron's request, we reached out to SBOA and they said that they would not look at the mileage log ins, (inaudible) they were looking for the mileage times the number of gallons, or, I'm sorry, the amount per gallon and the gallons is what they would be auditing in that claim.

**Auditor Stevens:** They did as a statement to that though, however, mileage, keeping mileage logs, is part of an audit that's looked at.

**Heather Soberg:** (Inaudible).

**Commissioner Phillippe:** (Inaudible) recommended.

**Auditor Stevens:** Both for Federal and County audits.

**Commissioner Saylor:** Okay, so, is that, is that the only Non-Certified? Or we doing...?

**Auditor Stevens:** Um, one (1) more. First Bankcard, Health Department, this is for purchases of coffee, creamer, and it looks like maybe some type of a frame, picture frame for nineteen dollars and thirty cents (\$19.30). And that's it. So, six hundred seventy-seven-fourteen (\$677.14). Looks like we might have left off that first part of the gas for both Animal and Health. It looks like all that was included was Health, but it's the total Health and Animal. Which is six hundred seventy-seven dollars and fourteen cents (\$677.14).

**Commissioner Saylor:** I think the frame was to hold a certificate of appreciation to give them to ALCOA for storage on our PPE materials by that department. So, I think it was paid for out of collections, not taxes, not specifically with tax dollars. So, that's what these notes say. So, do I have a motion for the non-certified?

**Commissioner Phillippe:** Make a motion to pay the Non-Certified Claims.

**Commissioner Johnson:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Phillippe:** Aye.

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

#### **TRAILER FOR EMA – DARK HORSE ENCLOSED TRAILER**

**Auditor Stevens:** And then one (1) other, and I'm not sure if, this was, I emailed this to you, the claim came to my office on Friday. And Todd, I apologize because earlier when we were talking trailers, I thought this was the trailer you were talking about. This is a trailer for EMA. It's a Dark Horse enclosed trailer. He's, he has the sales order and I've also communicated with the owner at Liles Trailer and he understands the terms. He works with other entities and so he, he did say that it was fine to pick up the trailer. But I did, I did bring the fixed asset report, so that if you could sign off on this tonight, and maybe sign off on the sales quote, once we know the trailer is in our possession, then we could go ahead and process this claim for, for that company.

**Todd Glass:** Is the quote sufficient?

**Auditor Stevens:** Pardon?

**Todd Glass:** Perhaps just the approval of the quote would be sufficient. You could always do the fixed asset form at some point.

**Auditor Stevens:** Sure.

**Commissioner Saylor:** Okay. So, do I have a motion to approve the purchase of the enclosed trailer of EMA?

**Auditor Stevens:** Let me just read it to you. Liles Trailer Sales. Five thousand two hundred twenty-five dollars (\$5,225.00).

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

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

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

**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye. Motion carries three, zero (3-0). Debbie, how many foot trailer is that? Fourteen (14) or fifteen (15) foot?

**Auditor Stevens:** It has pictures and everything here. He has...

**Commissioner Saylor:** I can't remember if it's a sixteen (16) foot?

**Auditor Stevens:** Fifteen (15), looks like fifteen (15) foot.

**Commissioner Johnson:** Pretty close.

**Commissioner Saylor:** Okay, so a fifteen (15) foot trailer. Okay.

**Auditor Stevens:** Um hum.

**Commissioner Saylor:** Okay.

**Auditor Stevens:** He's included the VIN number and then we did receive a, it's their type of invoice called a sales, it's just a trailer sales type invoice. I mean if you wanted to initial off on that it's also part of the claim.

**Commissioner Saylor:** Is that it?

**Auditor Stevens:** That's it.

**Commissioner Saylor:** Alright.

*(Non-Certified Claims are located on Page 26 of these Official Minutes)*

### **HEALTH DEPARTMENT CLAIM STATUS**

**Roger Emmons:** Mr. President, might I ask, Debbie, what's the status of the claim that the Health Department submitted to reimburse a health board member for a purchase?

**Auditor Stevens:** Yeah, we have, we just received that back in our department. It looks like we received back an email on July 27<sup>th</sup>, is that the date of the email. 26<sup>th</sup>, Friday. So, we just received that along with the claim on Friday, so it hasn't been processed.

**Roger Emmons:** Alright. Thank you.

**Auditor Stevens:** It will be in, it should be in the next meeting.

**Commissioner Phillippe:** Debbie, I've got a note that says you received the claim on June 10<sup>th</sup>.

**Auditor Stevens:** Correct, but it was sent back to ask for, the correct process for a purchase would have been for that to be credited back to the board member and then use the County credit card or an employee credit card and reimburse the employee. Board members do not have appropriations. They don't have a budget. And so, to make purchases outside of a Department Head, we just don't, there's nothing that allows that.

**Commissioner Phillippe:** So, you're telling me the Health Board can not authorize a Health Board member to make a purchase on behalf of the Health Department.

**Auditor Stevens:** They could direct a Health Department employee to make the purchase if that's how they want to pay for the purchase. They can certainly do that. And that would have been the most, the most correct and the appropriate way to do it would have been to just simply, either use the County credit card to make the purchase or have the employee make the purchase and be reimbursed. You have any other questions about that claim? It's back in our, like I said, it's back in our office. I have it right here. And we'll process it as a non-certified for the next meeting.

**Roger Emmons:** We did receive the opinion from State Board of Accounts that they would not take exception to reimbursing a board member for a purchase.

**Auditor Stevens:** Well, I'll submit it. I'm not saying I won't submit it. I'll submit it and the Board can certainly approve it. But you know, unless Board's are appropriated budgets, board members really don't have the authority to spend tax dollars. But they can certainly ask someone within the department to make a purchase for the same purpose.

**Commissioner Phillippe:** Debbie, can I ask you one (1) more time...

**Auditor Stevens:** Sure.

**Commissioner Phillippe:** To please just bring us claims as Certified or Non-Certified?

**Auditor Stevens:** Absolutely, but I think we have to make an attempt to get these claims certified. That's my job. It's not my job to bring a stack of Non-Certified Claims simply because a Department Head or anyone else doesn't really want to do the appropriate accounting processes for the claims. So, my goal is not to bring a stack of Non-Certified Claims to the Commissioners. It's to bring Certified Claims. And that's what I'll continue to do.

**Commissioner Phillippe:** I would just say, I don't think anybody know what you want from one (1) day to the next.

**Auditor Stevens:** That's definitely not true, Mr. Phillippe. Did you have any more questions about that particular claim? Thank you.

### **COUNTY ENGINEER/HIGHWAY CCMG 2020-1 PAVING BID AWARD TO CONTRACTOR**

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

**Bobby Howard:** I, my item I have, Joe has under his business. So, I would just defer to Joe cause he has those bids with him.

### **COUNTY PURCHASING CCMG 2020-1 PAVING BID AWARD TO CONTRACTOR**

**Commissioner Saylor:** Mr. Grassman, you're up.

**Joe Grassman:** Joe Grassman, Purchasing Manager. At your last meeting, Bobby opened and read the, the quotes for the Folsomville/Folsomville-Degonia Road, Tennyson Road to State Road 68 and north 225 east from Eby to Ellison Ridge Road Project. Like I say, open, read, taken under advisement until we had time to look them over. I just want to

read you one (1) thing before we make a decision here. The way these things were presented to the vendors in the text of the invitation to bid here it states that the Warrick County Commissioners have the right to accept or reject any and all bids and to award to the contract for that bid, which is most advantageous to Warrick County. No bidder may withdraw his proposal for sixty (60) days after the date of opening. Just wanted to throw that out there. Let you know. Upon review of the bids, I will say that the lowest bidder was JH Rudolph and Company, Incorporated. Total bid for the two (2) subsections of the project were nine hundred eighty-two thousand three hundred five dollars and sixty cents (\$982,305.60). The next lowest was roughly forty-five hundred dollars (\$4,500.00) more. So, we did determine that JH Rudolph and Company actually all three (3) were responsible and responsive and responsible vendors.

**Commissioner Saylor:** Do we need to make a motion to approve that then?

**Todd Glass:** Yes.

**Joe Grassman:** Yes.

**Commissioner Saylor:** Commissioners?

**Commissioner Phillippe:** Make a motion to approve the winning bid.

**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). And that would be the JH Rudolph.

**Joe Grassman:** Yes. Do you want that number again? Do you want it?

**Commissioner Saylor:** Nine hundred thousand...nine hundred eighty-two thousand three hundred five dollars and sixty cents (\$982,305.60)?

**Joe Grassman:** Yes.

**Commissioner Saylor:** Okay. Is that it, Joe?

**Joe Grassman:** That's it.

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

**Joe Grassman:** You're welcome.

*(JH Rudolph Bid is located on Page 26 of these Official Minutes)*

### **CPC CONTRACT AND PENDING COUNSEL APPROVAL**

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

**Sheriff Wilder:** I just have one (1) quick thing. Sheriff Mike Wilder. I believe at the last meeting you guys approved a thing with Lexipol, but there was also one (1) given, Todd was going to review it. Did you have a chance? It was CPC with the Chirping Devices. I haven't heard anything. It was a one (1) page, two (2) page contract with CPC on the chirping devices. Chief Kruse.

**Commissioner Johnson:** Yeah, I remember that.

**Todd Glass:** Yeah. I'm sorry Sheriff. My recollection is we did review that. But I'm just...

**Sheriff Wilder:** Okay, I'll just communicate by email if that's alright just to see if it's approved. Or if it's not I need to...

**Commissioner Johnson:** That's with the texting, right?

**Commissioner Saylor:** I thought we approved that based on his approval.

**Sheriff Wilder:** His approval, I hadn't heard if he was good with it or not.

**Todd Glass:** Oh, if we're just shy an email to you and the Board on that, I'll attend to that in the morning.

**Sheriff Wilder:** Thank you. Thanks. That's all.

**Commissioner Saylor:** Yeah. Sheriff. I just want to extend our condolences on the loss of one (1) of your retired deputies, Clint Kelley.

**Sheriff Wilder:** Yeah.

**Commissioner Saylor:** I know personally I was out of town, unable to make it.

**Sheriff Wilder:** I was also. But I heard they did a real nice tribute to him. So, it's tough. He's still actually be on the department if that illness hadn't got with him.

**Commissioner Saylor:** Great, great fellow.

**Sheriff Wilder:** Thank you.

**Commissioner Johnson:** Keep up the good work.

**Commissioner Saylor:** Thank you.

**COMMISSIONER ITEMS FOR DISCUSSION**

**Commissioner Saylor:** Next item on the agenda is our Items for Discussion, Commissioner Phillippe?

**Commissioner Phillippe:** Nothing.

**Commissioner Saylor:** Commissioner Johnson?

**Commissioner Johnson:** No, Sir.

**Commissioner Saylor:** I have nothing. So, with that said I need a motion to adjourn.

**Commissioner Phillippe:** Make a motion.

**Commissioner Johnson:** Second.

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


**Commissioner Phillippe:** Aye.

**Commissioner Johnson:** Aye.

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

**ADJOURNMENT:** Meeting adjourned at 4:47 P.M.

**WARRICK COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
DAN SAYLOR, PRESIDENT

  
\_\_\_\_\_  
ROBERT JOHNSON, JR., VICE PRESIDENT

  
\_\_\_\_\_  
TERRY PHILLIPPE, MEMBER

ATTEST  
  
\_\_\_\_\_  
DEBORAH K. STEVENS, AUDITOR  
WARRICK COUNTY, INDIANA

C-19-030  
1355 Ebble Road  
Montec Services  
7/27/2020

*Handwritten signature/initials*

BOARD OF COMMISSIONERS:

*Handwritten signatures of Board of Commissioners members*

ATTEST:

*Handwritten signature of Auditor*  
Auditor  
Date: 7/27/2020

Warrick County APC

From: Jim@montecservices.com  
Sent: Thursday, July 23, 2020 10:12 AM  
To: Warrick County APC  
Subject: Irrevocable Letter of Credit No. 3108191002711 - C-19-030 Entrance Construction 1355 Ebble Road

Molly,

Please extend us for another year at the same dollar amount on this project.  
Regards,

**Jim Boulden**  
Closeout Department  
Montec Services  
PO Box 37  
Trego, MT 59934  
Tel: 406-882-4154  
Mobile: 406-330-7311  
Fax: 406-882-4678  
jim@montecservices.com



From: Warrick County APC <apac@warrickcounty.gov>  
Sent: Tuesday, July 21, 2020 12:56 PM  
To: jim@montecservices.com  
Subject: RE: Irrevocable Letter of Credit No. 3108191002711 - C-19-030 Entrance Construction 1355 Ebble Road

If construction is complete, we need the engineer to submit a letter stating it's been done according to the plans on file. Once we have that I will ask the Warrick County Engineer to sign off on that letter. He will do a site visit to make that determination. Then the matter will go to a Commissioners meeting for action.

Please submit letter from engineer asking for inspection on completed entrance project if that is the case. If it is not done, we can accept a letter asking for another year at the same dollar amount.

Regards,

Molly Barnhill  
Executive Director

812-897-6190

From: jim@montecservices.com <jim@montecservices.com>  
Sent: Tuesday, July 21, 2020 11:58 AM  
To: apac@warrickcounty.gov  
Subject: RE: Irrevocable Letter of Credit No. 3108191002711 - C-19-030 Entrance Construction 1355 Ebble Road

Here are the documents for compliance with the letter of credit provisions. Please let me know if this is acceptable to release the letter of credit. I spoke with the Warren County Engineer when I closed this site to see if DOT inspections were required. Please call me if you have any concerns upon your inspection of the entry.

Regards,

**Jim Boulden**  
Closeout Department  
Montec Services  
PO Box 37  
Trego, MT 59934  
Tel: 406-882-4154  
Mobile: 406-330-7311  
Fax: 406-882-4678  
jim@montecservices.com





**IRISH TOWER**

GENERAL CONTRACTOR | ENGINEER | PROJECT MANAGEMENT  
4803 Bermuda Drive, Sugar Land, TX 77479  
Voice: (281) 700-1100 | Fax: (800) 508-3136  
irishtower.com

FILED  
JUL 16 2020  
WARRICK COUNTY  
AREA PLAN COMMISSION

July 15, 2020

ATTN: FA #: 13800764  
ATTN: Site Name: Tenayson  
Re: Irrevocable Letter of Credit No. 293 - C-2019-013 Entrance Construction-255 W 2nd Street.

To whom it may concern,

The undersigned has verified on the behalf of T. Steels Construction, Inc., and Vertical Bridge REIT, L.L.C., that the driveway at the 255 W 2nd Street to the Telecommunication Site was constructed as per:

1. Construction Drawings by Irish Tower, L.L.C, dated 9/20/2019
2. Commercial Entrance Waiver dated 2/26/2019

Sincerely,

Jacobs Gornalski, P.E.  
Indiana PE # PE11400702  
Expires: 7/31/2020



7/15/2020

BOARD OF COMMISSIONERS:

*[Signature]*  
President  
Member

*[Signature]*  
Member

*[Signature]*  
Member

ATTEST:

*[Signature]*  
Auditor  
Date: 7/27/2020

**MORLEY**

ARCHITECTS | ENGINEERS | SURVEYORS

912.484.9585 ext. 812.484.2514 fax  
4800 Rosebud Ln., Newburgh, IN 47630  
morleycorp.com

July 15, 2020

Warrick County Area Plan Commission  
Warrick County Court House - Room 201  
Boonville, Indiana 47601

Re: Brookstone Subdivision Section 2  
Sidewalk Construction  
Our Project 5255-4.017

Dear Plan Commission,

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

Certified by: *[Signature]*  
Matt Calvert, P.E.  
Indiana Registration No. 11500635



J:\000\5250-5255\5255\Civil 3D\Documents\Brookstone\5250-07-15 Section 2 Sidewalk Acknowledgment\5255 Sidewalk Cert Section 2.docx

FILED  
JUL 20 2020  
WARRICK COUNTY  
AREA PLAN COMMISSION

Date: July 15, 2020

NAME OF SUBDIVISION: Brookstone Subdivision Section 2

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

NAME OF STREET:	NO. LINEAL FEET:	TOTAL
Megan Drive	2,200	
Brookstone Drive	517	
		2,717

*[Signature]*  
Subdivision Developer  
Jagoe Land Corporation  
Manuel Baill, VP of Land

This request is accompanied by a certificate of Matt Calvert, P.E. Professional Engineer, 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: 7/27/2020

*[Signature]*  
County Highway Engineer

*[Signature]*  
BOARD OF COUNTY COMMISSIONERS

*[Signature]*  
ATTN: COUNTY AUDITOR

FILED  
JUL 20 2020  
WARRICK COUNTY  
AREA PLAN COMMISSION

Warrick County Area Plan Commission  
 1100 W. State St., Room 100  
 Ellettsburg, IA 52621  
 Phone: 319.338.2200  
 Fax: 319.338.2201  
 Website: www.warrickcountyia.gov

Scale 1" = 40'  
 1" = 40'

FILED  
 JUL 20 2020  
 WARRICK COUNTY  
 AREA PLAN COMMISSION

### Brookstone Section 2

Part of the NW 1/4 of  
 Section 19 - Township 6 South - Range 3 West,  
 Ohio Township, Warrick County, Indiana

WARRICK COUNTY AREA PLAN COMMISSION  
 1100 W. STATE ST., ROOM 100  
 ELLETTSBURG, IA 52621  
 PHONE: 319.338.2200  
 FAX: 319.338.2201  
 WEBSITE: WWW.WARRICKCOUNTYIA.GOV

*Handwritten notes:*  
 400 sq ft  
 5th floor  
 2nd floor

**FIXED ASSET NOTIFICATION FORM**

DEPARTMENT: EMA  
 THIS NOTIFICATION IS FOR:  PURCHASE  DONATION  UPDATE  TRANSFER  DISPOSAL  
 ACQUISITION IS BY:  PURCHASE  DONATION  LEASE  TRANSFER  (ATTACH COPY)

DATE OF TRANSACTION: 11-21-19 P.O. NO: \_\_\_\_\_ MILEAGE OR HOURS: \_\_\_\_\_  
 ACCOUNT NO: \_\_\_\_\_ ESTIMATED LIFE EXPECTANCY: 3 YRS LOCATION: \_\_\_\_\_  
 CIP NUMBER: \_\_\_\_\_ SERIAL OR VIN NUMBER: 837ENX16163K17161816191620  
 TOTAL/PARTIAL VALUE OF ASSET: \$10,763.02  
 (PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)  
 DESCRIPTION: APX 220 TON M.H.Z. MODEL 2. PORTABLE  
 (BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)  
 BRAND OR MAKE: METROL MODEL NO: \_\_\_\_\_  
 YEAR: 2019 LICENSE NO: \_\_\_\_\_ ATTACH COPY OF REGISTRATION  
 GROSS VEHICLE WEIGHT: \_\_\_\_\_ TYPE OF FUEL: \_\_\_\_\_  
 IF DISPOSED - METHOD: TRUCKS ONLY TRADED \_\_\_\_\_ JUNKED \_\_\_\_\_ SCRAPPED \_\_\_\_\_  
 STOLEN/WRECKED \_\_\_\_\_ SOLD S. \_\_\_\_\_  
 (ATTACH POLICE REPORT) END-OF-LEASE \_\_\_\_\_  
 DATE BOARD APPROVED: 8.7.20 / 2020 DATE COUNCIL APPROVED: 8.20.20  
 (ATTACH COPY OF MINUTES) DATE: 8-17-2020 REAL PROPERTY VALUE: \$10,763.02  
 (REAL PROPERTY ONLY) PERSON RESPONSIBLE: [Signature] SIGNATURE: [Signature] PRINTED NAME: ROBERT E. EDWARDS  
 RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: [Signature] PRINTED NAME: DAVID WOODWARD, EMA DIRECTOR  
 IF TRANSFERRED RECEIVING PERSON'S SIGNATURE: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_  
 AUDITOR'S USE ONLY  
 RECEIVED: \_\_\_\_\_ ENTERED FIXED ASSET: \_\_\_\_\_  
 INSURED: \_\_\_\_\_ AUDITOR'S INITIAL: \_\_\_\_\_

NEOPERFEK SOLUTIONS  
 1100 W. STATE ST., ROOM 100  
 ELLETTSBURG, IA 52621  
 PHONE: 319.338.2200  
 FAX: 319.338.2201  
 WEBSITE: WWW.WARRICKCOUNTYIA.GOV

ORIGINAL INVOICE

1	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	APX 220 TON M.H.Z. MODEL 2. PORTABLE	1	10,763.02	10,763.02
2	TAXES			
3	FEES			
4	DISCOUNTS			
5	TOTAL			10,763.02

WARRICK COUNTY AREA PLAN COMMISSION  
 1100 W. STATE ST., ROOM 100  
 ELLETTSBURG, IA 52621  
 PHONE: 319.338.2200  
 FAX: 319.338.2201  
 WEBSITE: WWW.WARRICKCOUNTYIA.GOV





PROPERTY DAMAGE RELEASE  
Claim # 009108-080944-AD-01

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of \$4,203.68 to be paid to Warrick County Treasurer de/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge Advanced Disposal Services, Inc., Advanced Disposal Services Solid Waste Midwest, LLC, Martin Guerout, Arch Insurance, Gallagher Bassett, and his/her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, companies, partnerships, associations, trusts, estates, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, interest, and attorney's fees that the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage at or near Estate Drive in Newburgh, IN on May 27<sup>th</sup>, 2020.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that payment made is not to be construed as an admission of liability, that the undersigned or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned further declares(s) and represents(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.  
Signed, sealed and delivered this 27<sup>th</sup> day of JULY, 2020.

CAUTION: READ BEFORE SIGNING BELOW

*Paul Sayfa*

Witness

STATE OF INDIANA

COUNTY OF WARRICK

On the 27<sup>th</sup> day of JULY, 2020, before me personally appeared to me known to be the person(s) named herein and who executed the foregoing Release and who acknowledged to me that he/she/they voluntarily executed the same.

*Robert Howard*  
NOTARY PUBLIC



PO Box 2034  
Clatsop, IN 47708-2034  
P: 770-290-8204  
F: 717-697-0623  
Aahley\_Jafflet@gbipn.com

# MACO - Evansville Blue

600 COURT STREET - EVANSVILLE, IN 47708 - TELEPHONE (812) 464-8708 - WWW.MACOPROPHICS.COM

## Full Service Maintenance Contract

**Customer:** Warrick Co. Hwy. Engineering &  
Name: Steve Ward  
Address: 107 W. Lombard Street - Room 208  
City: Boonville  
Attn: Robert Howard  
User: James Motson

**Equipment to be Serviced:**  
Model: P-305 M  
Machine: Plotter - BAKS02663  
Serial #: P-305 M  
Install Date: 12-16-2019  
Starting Meter Reading: 0 Square Feet

**Contract Dates:**  
Monthly Service Fee: \$50.00 and Monthly Usage: \$0.08 per square foot. Invoiced monthly on the 15th of the month.  
Yearly price increases will be based on insured supply and price cost increases. Increases up to a maximum of 3%.

\*Usage contract covers all labor, travel, parts, 20% bend paper, white black ink (MMS), prefinished and maintenance cartridges. Not covered and purchased separately are black, cyan and yellow ink. Cost for shipping supplies to the Boonville office is extra if applicable. We will deliver supplies when possible.

**MACO-Evansville Blue shall:**  
A) Provide parts and labor for servicing equipment during regular work hours.  
B) Deliver and remove any equipment during regular work hours.  
C) Provide training on the use of the equipment.  
D) Not be held responsible for damage to the equipment.  
E) In a harmful environment, accidents, natural disaster, power surges, or replacing tampered with or stolen equipment.

**Customer shall:**  
A) Not knowingly permit any person, other than MACO-Evansville Blue personnel, to repair, adjust, or otherwise tamper with the interior of the equipment.  
B) Not relocate, transfer, or encumber equipment. In the event that it is necessary to move the equipment, MACO-Evansville Blue will provide transportation and installation in the new location. There is a fee for this service that is not covered under this contract.  
C) Provide a safe and secure location for the equipment.

- D) Make available any key operators for training in the use of the equipment. Key operators shall be permitted to operate equipment during and/or after working hours as required.
- E) Make equipment available during regular business hours for preventative maintenance as required by the manufacturer.
- F) Indemnify and hold MACO-Evansville Blue harmless from and against all claims, demands, damages, losses, liabilities, injuries, claims, demands, costs, and expenses of every kind and nature, including legal fees and disbursements arising out of and in connection with the use, condition, or operation of the equipment during the contract. Customer further agrees to defend, indemnify and hold MACO-Evansville Blue harmless from and against all claims, demands, damages, losses, liabilities, injuries, claims, demands, costs, and expenses of every kind or for consequential damages of any kind.

*All services shall be subject to change that are beyond the control of MACO-Evansville Blue including but not limited to acts of God, governments, civil strikes, etc.*

- G) Agree to provide the following:
  - The proper environment as stipulated by MACO-Evansville Blue service personnel.
  - This contract will automatically renew yearly unless Warrick Co. Hwy. Engineering Dept. or MACO-Evansville Blue provide a written notice of cancellation.
  - On acceptance of this agreement and installation of the equipment, the agreed monthly billing shall be for a term of 1 year with automatic renewal.
- H) Carry required insurance on said equipment.
- I) Pay all applicable state and local taxes.
- J) Carry required insurance on said equipment.

In addition to any other rights that we may have, MACO-Evansville Blue may have the right to terminate the agreement at any time:  
A) If the Customer fails to make any payments due, and if such default continues sixty (60) days after written notice of such default to the Customer; or  
B) If the Customer, petition for reorganization under the Bankruptcy Act or in adjudicated a receiver is appointed for the Customer; or  
C) If the Customer fails to fulfill its obligations under this Contract, then MACO-Evansville Blue shall without further notice have the immediate right to terminate this Contract. If there is media communication of the machine or mechanical failures caused by usage of non-electrostatic or non-approved papers and films.

**Additional Information:**  
This form must be signed and mailed, faxed, or emailed to MACO-Evansville Blue before we can process your service contract.  
This agreement can be terminated by Warrick Co. Hwy. Engineering Dept. after 12 months or by the MACO-Evansville Blue if the Customer fails to fulfill its obligations under this contract. Replacement equipment of equal or better quality. Reasonable down time is allowable.

This contract shall constitute the entire agreement between Warrick Co. Hwy. Engineering Dept. and MACO-Engineering, LLC. In regards to the above mentioned equipment, irrespective of incurrence or additional terms and conditions in customer's purchase orders or other documents processed by MACO-Engineering, LLC, the terms and conditions herein shall prevail. This agreement shall be binding upon parties, their successors, legal representatives and assigns.

I accept the terms of this service contract

Purchase Order # N/A  
Accepted and Agreed to By: \_\_\_\_\_  
Warrick County Hwy. Engineering Dept.  
By Jim Sayle President  
Signature Title  
Date July 27, 2020

Approved By: \_\_\_\_\_  
MACO-Engineering, LLC  
By Rick Lentz owner  
Signature Title  
Date 12-15-2019

Upload to our platform: [www.macosoftware.com](http://www.macosoftware.com) - e-mail: [rlentz@macoprographics.com](mailto:rlentz@macoprographics.com)

**PROFESSIONAL SERVICES AGREEMENT**

THIS SERVICE AGREEMENT (the "AGREEMENT") is made and entered into as of this 27<sup>th</sup> day of July 2020 by and between X-Soft, Inc. ("XSoft") and Warrick County, Indiana ("Client").

Whereas, XSoft operates a computer software and consulting firm based in Indiana and has certain skills and expertise in regards to the services to be performed;

Whereas, Client desires to retain the benefit of XSoft's service, knowledge, skills and expertise in certain specified areas of computer programming, database and software expertise; and

Whereas, Client and XSoft are desirous of documenting the terms and conditions of said relationship;

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement. Now, therefore, in consideration of the premises and the mutual covenants, agreements and representations herein contained, and other good and adequate consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

- Engagement.** Client hereby engages XSoft as a service provider, consultant and advisor to the Client with respect to the matters identified in Section 2 hereof for the compensation as set forth in Section 3 hereof and for the term as set forth in Section 4 hereof. XSoft hereby accepts this engagement by Client as a service provider, consultant and advisor with respect to such matters and for such compensation and term.
- Services to be Performed.** During the term of this AGREEMENT, XSoft shall provide the Client with the following services: XSoft shall provide the utility for internal and public use containing property tax and assessment data for all real and annually assessed mobile home property records located in the county. Additionally, XSoft shall provide support to the website and periodically update the assessment data on a mutually agreeable schedule, typically monthly. Where available and accessible, XSoft will extract data for the site from the Client's servers, otherwise Client shall provide an electronic copy of data to be displayed on website to XSoft. Data shall be provided to XSoft by email to [rlentz@macoprographics.com](mailto:rlentz@macoprographics.com) or alternatively, these functions shall be described as "Services". These Services and deliverables may be further outlined and detailed by written addenda to this AGREEMENT. Client and XSoft may alter the scope and nature of the Services upon mutual agreement. XSoft agrees to work in conjunction with the Client and other service providers. Some functions of the website may not

**RECITALS:**

be available in cases where certain data is inaccessible or when third party service providers are not able to perform functions necessary for the website provided by XSoft to be fully functional.

- Compensation.** In consideration for the Services as described in Section 2 hereof XSoft shall receive the following sums:  
Website implementation (one-time fee) - \$18,000.00  
One year of support and hosting of website (annual fee) - \$15,000.00

Invoices shall be submitted to Client upon signing of this AGREEMENT. Invoices are due within 45 days after installment of website, with an additional grace period of 15 days after the due date. Payment shall be made within the period of 15 days after the due date and no interest shall be charged. Additional services outside the scope described herein may only be performed with written request of the Client, and with that approval, shall be invoiced at XSoft's then current rates, currently \$200 per hour.

- Term, Termination and Suspension.** Subject to termination or suspension as provided herein, this AGREEMENT shall remain in effect until the earliest date referenced herein and continue for a one-year period. Either party may cancel this AGREEMENT at any time with thirty (30) days notice and for good and just cause. Unless cancelled by the Client within sixty (60) days prior to the annual or anniversary expiration date each year, this AGREEMENT shall continue for additional one year period(s).

- Confidentiality.** XSoft shall maintain the confidentiality of properly identified confidential records.

- Title to Data:** County shall retain ownership of the data (in raw form prior to formatting by the Software) that is submitted to XSoft. County grants XSoft the license to use the data for the purposes of the Website and to create that XSoft shall be the sole and exclusive external owner of the database as a compilation of data. XSoft shall have the right to license, sell, and create derivative works from all data included in the Database.

- Independent Contractor.** XSoft shall at all times be an independent contractor and shall not be considered an agent, partner, or representative of the Client. Client hereby acknowledges and agrees that XSoft may engage directly or indirectly in other business and ventures not otherwise proscribed hereby.

- Governing Law.** The AGREEMENT shall be construed in accordance with the laws of the state of Indiana.


- 9. **Waiver of Breach.** The waiver of any breach of this AGREEMENT or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.
- 10. **Entirety.** This AGREEMENT represents the complete and final agreement of the parties with respect to delivery of the services described hereunder. No statement, representation or agreement. Any changes to the Agreement must be in writing, signed by both parties.
- 11. **Survival.** The provisions of this AGREEMENT relating to confidentiality shall survive the termination of the AGREEMENT.
- 12. **Cautions.** The captions of this AGREEMENT are for convenience of reference only and shall not be deemed to define or limit any of the terms hereof.
- 13. **Binding Effect.** This AGREEMENT shall inure to the benefit of both parties and their successors and assigns shall be binding upon both parties.
- 14. **Indemnification.** Both Client and XSoft agrees to indemnify, defend and hold the other party harmless from and against all claims, damages, losses, liability, including, but not limited to, reasonable attorney fees, which it may incur in the event of a breach by the other party of its obligations hereunder or arising from acts or omissions of the other party in performing its obligations hereunder. XSoft is providing no type of software product under this AGREEMENT. XSoft's access to or use of third party software, legal actions involving XSoft's access to or use of third party software, or any such legal actions by the Client. XSoft may view and utilize such programs and perform Services as stated elsewhere in this AGREEMENT on behalf of the Client but has no ability to alter or copy such third party software.
- 15. **Contract Representatives.** Each party may designate a Contract Representative to serve as the primary contact person for notifications and receipt and/or coordination of Services. The XSoft Contract Representative shall be Brian Bucher, 21691 Anchor Bay Dr, Noblesville, IN 46062 (317-753-8716). The Client may designate a representative as deemed necessary.
- 16. **Notices.** All written notices shall be directed, if to XSoft, at: 21691 Anchor Bay Dr, Noblesville, IN 46062; and if to Client, at: Warrick County Assessor, One Country Square, Ste. 280, Boonville, Indiana 47601.
- 17. **Non-Discrimination.** Pursuant to IC 22-9-1-10, XSoft and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this AGREEMENT, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of AGREEMENT.

- 18. **Delays.** Whenever XSoft or the Client have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this AGREEMENT, they shall within fifteen (15) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.
- 19. **Subcontracting.** XSoft must obtain the written approval of the Client before subcontracting all or any portion of this AGREEMENT. This limitation shall not apply to the purchase of standard commercial supplies or raw materials. If subcontractors are used, XSoft is responsible for contract performance, compliance with terms and conditions of this AGREEMENT, and the completion of the work in accordance with applicable laws, regulations, codes, statutes, rules and regulations.
- 20. **Force Majeure.** Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line outages, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.
- 21. **Maintaining a Drug-Free Workplace.** XSoft hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this AGREEMENT a drug-free workplace, and that it will give written notice to the Client within ten (10) days of the date of conviction of any employee of the Client who has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace. It is further expressly agreed that the failure of XSoft to in good faith comply with the terms of the above, or falsifying or otherwise violating these terms shall constitute a material breach of this Agreement, and shall entitle the Client to impose sanctions against XSoft, including, but not limited to, suspension of all AGREEMENT payments, termination of this Agreement and/or debarment of XSoft from doing further business with the Client for up to three (3) years.

In witness whereof, the undersigned have executed this AGREEMENT effective as of the day and year first set forth above.

"XSoft"

By:  Date: July 16, 2020  
President

"Client"  
Warrick County  
By:  Date: 7-28-20  
County Assessor

By:  Date: 7-27-2020  
Commissioner

By:  Date: 7/27/20  
Commissioner

By:  Date: 7/27/2020  
Commissioner

Non-Disclosure Agreement

FireEye, Inc.

Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter referred to as Agreement), entered into and effective this day of 2020 (the "Effective Date"), by and between (hereinafter "FireEye, Inc.") and Warrick County, Indiana, by and through the Board of Commissioners of Warrick County, Indiana (hereinafter "County"), and sets forth the terms and conditions and the purpose under which the Disclosing Party shall disclose Confidential Information for purposes of this Agreement. Disclosing Party shall refer to the party disclosing Confidential Information, and the "Recipient" shall refer to the party receiving the Confidential Information.

1. In consideration of the mutual promises and undertakings set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FireEye and COUNTY each as a "Disclosing Party" and as a "Receiving Party", may, but without obligation to disclose to the other and receive from the other technical and other proprietary information (collectively "Proprietary Information") for the purpose of soliciting responses to requests for marketing information and strategies, customer lists, solicitation responses, technical solutions to client requirements, system architectures, proposal preparation techniques and pricing policies, know-how, software, methodologies, processes, and financial information.

2. Proprietary Information is defined as information, ideas, and/or related data originated by or peculiar to the Disclosing Party. Proprietary Information may be disclosed orally, in writing, or in electronic format such as, but not limited to, tapes, discette, compact disks, or other similar media. Where disclosed in writing, the Disclosing Party shall identify such information as Proprietary Information subject to the provisions of this Agreement, and subsequently summarize it in writing within ten (10) days after disclosure, and provide a copy to the Receiving Party appropriately marked "Proprietary Information". When disclosed in writing or electronic format, Proprietary Information shall be marked as such in a clearly identifiable way.

3. The Receiving Party of Proprietary Information disclosed pursuant to this Agreement shall use such Proprietary Information solely for the purposes described above and shall not use or make copies of the information for any other party or disclose it or any such proprietary information written consent of the Disclosing Party. The Receiving Party of such Proprietary Information shall use the same degree of care to prevent the unauthorized use or disclosure of such Proprietary Information as the Receiving Party uses to protect its own Proprietary Information and/or trade secrets from unauthorized use or disclosure, but in no event will the Receiving Party exercise less than commercially reasonable care. The Receiving Party shall disclose Proprietary Information only to such of its directors, officers, employees, and agents as have a need-to-know basis in the performance of their duties related to the authorized purpose described in Paragraph 1 above. Such directors, officers, employees and/or agents shall agree to be bound by the terms of this Agreement.

Non-Disclosure Agreement

FireEye, Inc.

4. The obligations of this Agreement shall apply only to Proprietary Information that:

- (a) Has been identified (when disclosed orally) and marked (when disclosed in writing or electronic medium) by the Disclosing Party as Proprietary Information;
- (b) Is not publicly known as a result of the lawful disclosure by any party;
- (c) Is not already known to the Receiving Party as a result of Receiving Party's own independent efforts; and
- (d) Has not been transmitted by the Disclosing Party to any third party without restriction.

5. This Agreement will expire on the earlier of: (1) termination by either party upon ten (10) days prior written notice to the other party, or (2) two (2) years from the effective date of this Agreement, unless such period is extended or reduced by mutual agreement of the parties. After termination or expiration of the term of this Agreement, within ten (10) days after receipt of written request of Disclosing Party, the Receiving Party of any Proprietary Information disclosed pursuant to this Agreement shall destroy all copies of such Proprietary Information in the Receiving Party's possession, originals and any and all copies of such Proprietary Information that it has destroyed in whatever medium or form it is held, or (ii) certify to the Disclosing Party that it has destroyed any and all documents containing or derived from such Proprietary Information; provided that Receiving Party may, if it so notifies Disclosing Party, retain an archival set of copies solely for reference with respect to the dealings between the parties subject to the Agreement. Following destruction of the Proprietary Information, the Disclosing Party shall be deemed to have no knowledge of the information which constitutes a trade secret disclosed hereunder shall remain in effect so long as the Proprietary Information remains a trade secret.

6. Disclosing Party warrants that it has the right to disclose the Proprietary Information to the Receiving Party. No right or obligation other than those expressly enumerated herein shall be deemed to have been assumed by the Disclosing Party. The Receiving Party shall not be bound by this Agreement or by the fact of the parties entering into this Agreement. For example, this Agreement shall not alter any ownership rights with respect to Proprietary Information, nor shall it create any exclusive relationship, partnership, joint venture, agreement to enter into a contract or to make any reimbursement between the parties, nor shall it be read to grant any license to any Proprietary information, trade secret, trademark, copyright or patent beyond the specific use expressly authorized herein.

7. The parties acknowledge that the unauthorized use or disclosure of Proprietary Information could cause irreparable damage to the Disclosing Party. In order to provide a remedy by which to limit or prevent such damage, the Receiving Party of any Proprietary Information disclosed pursuant to this Agreement shall have the right to obtain an injunction to prevent threatened actual or potential future injury to the Disclosing Party. Such injunctive remedy shall be in addition to any other legal or equitable remedy available to the Disclosing Party in the event of a breach or threatened breach of this Agreement.

Non-Disclosure Agreement

FireEye, Inc.

8. Miscellaneous provisions:

- (a) This Agreement may not be assigned or otherwise transferred by either party without the express written consent of the other party;
- (b) In the event disclosure of Proprietary Information is required by law or regulation to be disclosed to any other party, the Receiving Party shall first notify the Disclosing Party of such requirement to permit the Disclosing Party to contest such requirement;
- (c) This Agreement is made under and shall be construed in accordance with the laws of the State of Indiana without regard to its provisions regarding conflicts of laws;
- (d) In the event that any provision of this Agreement is found to be unlawful or unenforceable, the remaining provisions of the Agreement shall nonetheless be enforceable and construed so as to give effect to the Agreement as a whole;
- (e) This Agreement represents the entire agreement of the parties regarding the subject matter hereof and understands, all prior, contemporaneous, oral or written agreements, whether oral or written, between the parties with respect to the subject matter hereof; and
- (f) This Agreement may be amended only in a writing signed by authorized representatives of both parties;
- (g) The parties acknowledge that the terms and conditions of this Agreement and the discussions between them are confidential, and shall not be disclosed, except as provided in Section 3, without the written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

FireEye, Inc.

Board of Commissioners of Warrick County, Indiana

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Dan Saylor  
Name: Dan Saylor  
Title: President  
Date: July 27, 2020

RESOLUTION NO. 2020-11

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

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

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

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

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

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

The maximum speed limit shall be twenty (20) miles per hour on each of those streets comprising the Woodfield Subdivision, including, but not limited to, Woodfield Drive, Foxmore Court, Woodfield Court, Wood Court, Woodland Springs Drive, Lakesfield Drive, Fieldwood Court, Woodmore Court, and Foxwood Court.

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

Resolution 2020-11

Passed and adopted by the Warrick County Board of Commissioners this 27th of July, 2020.

WARRICK COUNTY BOARD OF COMMISSIONERS
Date: 7/27/2020
Robert H. Johnson, Vice President
Terry Philkippe, Member

ATTEST:
Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:
Todd L. Glass, Esq. #13982-1R
FINE & HETTEL, A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

EJCDC APPLICATION FOR PAYMENT
Contract No.: 2018032-01
Application Period: 06/01/20 - 06/30/20
Contractor: JET Communications, Inc.
Application for Payment Summary table with columns: Number, Description, Additions, Deductions, NET CHANGE BY CONTRACTOR. Includes sections for Contract Certifications and Contracting Signature.

Progress Estimate - Unit Price Work

A		B		C		D		E		F	
Item No.	Description	Item Quantity	Unit Price	Estimated Quantity Installed	Value of Work Installed in Unit Price	Value of Work Installed in Unit Price	Material Priority (D + E)	Total Contracted and Awarded to Date (D + E)	% (F/F)	Balance to Finish (F - F)	
003	Charles Eagle of Way	0.11	\$123,000.00	\$13,530.00		\$13,530.00		\$13,530.00	100.00%		
007	Warrick County Jail	1,070.00	\$1.00	\$1,070.00		\$1,070.00		\$1,070.00	100.00%		
007	Warrick County Jail	1,070.00	\$1.00	\$1,070.00		\$1,070.00		\$1,070.00	100.00%		
019	Warrick County Jail	777.00	\$52.00	\$40,404.00		\$40,404.00		\$40,404.00	100.00%		
019	Warrick County Jail	777.00	\$52.00	\$40,404.00		\$40,404.00		\$40,404.00	100.00%		
015	Warrick County Jail	35.00	\$120.00	\$4,200.00		\$4,200.00		\$4,200.00	100.00%		
015	Warrick County Jail	35.00	\$120.00	\$4,200.00		\$4,200.00		\$4,200.00	100.00%		
017	Warrick County Jail	49.00	\$34.00	\$1,666.00		\$1,666.00		\$1,666.00	100.00%		
017	Warrick County Jail	49.00	\$34.00	\$1,666.00		\$1,666.00		\$1,666.00	100.00%		
019	Warrick County Jail	1,070.00	\$1.00	\$1,070.00		\$1,070.00		\$1,070.00	100.00%		
019	Warrick County Jail	1,070.00	\$1.00	\$1,070.00		\$1,070.00		\$1,070.00	100.00%		
025	Warrick County Jail	1,170.00	\$1.00	\$1,170.00		\$1,170.00		\$1,170.00	100.00%		
025	Warrick County Jail	1,170.00	\$1.00	\$1,170.00		\$1,170.00		\$1,170.00	100.00%		
036	Warrick County Jail	0.348	\$112,000.00	\$38,976.00		\$38,976.00		\$38,976.00	100.00%		
036	Warrick County Jail	0.348	\$112,000.00	\$38,976.00		\$38,976.00		\$38,976.00	100.00%		
039	Warrick County Jail	3.00	\$1,200.00	\$3,600.00		\$3,600.00		\$3,600.00	100.00%		
039	Warrick County Jail	3.00	\$1,200.00	\$3,600.00		\$3,600.00		\$3,600.00	100.00%		
057	Warrick County Jail	1,401.00	\$1.50	\$2,101.50		\$2,101.50		\$2,101.50	100.00%		
057	Warrick County Jail	1,401.00	\$1.50	\$2,101.50		\$2,101.50		\$2,101.50	100.00%		
1065	Warrick County Jail	200.00	\$21,442.50	\$4,288.50		\$4,288.50		\$4,288.50	100.00%		
1065	Warrick County Jail	200.00	\$21,442.50	\$4,288.50		\$4,288.50		\$4,288.50	100.00%		
	Sub Total	1.00	\$25,000.00	\$25,000.00		\$25,000.00		\$25,000.00	100.00%		
	Total			\$403,729.00		\$403,729.00		\$403,729.00	97.93%	\$25,000.00	

WARRICK COUNTY, INDIANA  
 Governmental Unit  
 Friday, July 24, 2020

ACCOUNTS PAYABLE VOUCHER REGISTER

Filed	Name of Claimant	Department	Amount Allowed	Amount Certified
	CLERK	1000-0001	\$ 10,155.44	
	AUDITOR	1000-0002	\$ 15,707.35	
	TREASURER	1000-0003	\$ 6,809.07	
	RECORDER	1000-0004	\$ 6,263.43	
	SURVEYOR	1000-0005	\$ 10,745.18	
	CORONER	1000-0007	\$ 4,552.04	
	ASSESSOR	1000-0008	\$ 12,457.29	
	PROSECUTING ATTORNEY	1000-0009	\$ 19,184.19	
	ATTORNEY GENERAL	1000-0011	\$ 2,857.08	
	STATE'S ATTORNEY	1000-0012	\$ 14,175.51	
	COUNTY COUNCIL	1000-0081	\$ 4,743.93	
	COMMISSIONERS	1000-0088	\$ 11,378.05	
	AREA PLAN COMMISSION	1000-0078	\$ 5,763.73	
	COURT HOUSE	1000-0162	\$ 5,479.49	
	DEVELOPMENT/FRIEDMAN PARK	1000-0201	\$ 14,175.51	
	SUPERIOR COURT #1	1000-0232	\$ 12,676.53	
	SUPERIOR COURT #2	1000-0232	\$ 3,320.40	
	CIRCUIT COURT/CASA	1000-0302	\$ 3,680.94	
	EMERGENCY MANAGEMENT	1000-0303	\$ 21,530.97	
	CENTRAL DISPATCH	1000-0380	\$ 3,924.77	
	CHILD SUPPORT	1000-0660	\$ 7,369.03	
	ECONOMIC DEVELOPMENT	1112	\$ 3,412.15	
	DEVELOPMENT/FRIEDMAN PARK	1122	\$ 6,822.79	
	COMMUNITY CORRECTIONS	1135	\$ 5,184.14	
	CUM BRIDGE	1150	\$ 15,033.24	
	HEALTH DEPT.	1160	\$ 849.15	
	LOCAL HEALTH MAIN	1173	\$ 18,399.19	
	HIGHWAY DEPT.	1175	\$ 1,517.04	
	MISDEMEANANT	1176-0530	\$ 1,633.22	
	HIGHWAY DEPT.	1176-0533	\$ 3,027.60	
	HIGHWAY DEPT.	1176-0604	\$ 7,028.78	
	PLAT	1181	\$ 357.50	
	RECORDER PERPETUATION	1189	\$ 2,124.91	
	STATE'S ATTORNEY	1197	\$ 10,940.00	
	CAL CIRCUIT COURT	1211	\$ 1,203.00	
	ELECTION	1216	\$ 21,737.81	
	PARKS DEPT.	1219	\$ 5,485.78	
	PROPERTY REASSESSMENT	1224	\$ 701.58	
	SUPERIOR #1/CIRCUIT PROBATION	2000	\$ 100.00	
	CIRCUIT COURT PROBATION	2001	\$ 100.00	
	CRIMINAL COURTS	4003	\$ 3,832.85	
	BUILDING COMMISSION	4004	\$ 3,975.42	
	BD/DC PROG INCOME	4021	\$ 2,189.04	
	VOCA	8075	\$ 2,385.15	
	OFFICE OF PROSECUTING ATT	8085	\$ 1,589.78	
	CASA/CORR-DCRG COUR	8180	\$ 1,589.78	
	ADULT COMM BASED SUP - DC	8210	\$ 1,344.42	
	Total		\$ 400,110.90	

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

Robert Johnson, County Commissioner  
 Terry Phillips, County Commissioner

Total Payroll Certified \$ 499,116.90  
 Non-Certified \$ 79,720.08  
 Non-Certified (Covid) \$ 22,224.43

ALLOWANCE OF VOUCHERS IC 5-11-10-2 permits the governing body to sign the accounts payable voucher register, consisting of one (1) page, and acceptor vouchers are not signed as shown on the register such vouchers are allowed in the total amount of: \$ 499,116.90









Warrick County Claims for Payment  
 Non-Certified - 07/27/2020

\$ 278.35 Aaron Franz's Erroneo  
 \$ 19.30 Coffey, Creamer, Pictu  
**Total: \$ 297.65**

Warrick County Treasurer - Health Dept Fuel Usage  
 First Bankcard - Health Dept.

*Dan Saylor*  
 Dan Saylor, President

*Bob Johnson*  
 Bob Johnson, Vice President

*Terry Phillipps*  
 Terry Phillipps, Member

*Debbie Stevens*  
 Debbie Stevens, Auditor



**CONTRACTORS BID FOR PUBLIC WORK - FORM 96**  
State Form 96-14 (Rev. 1-2-19) / Form No. 96 (Revised 2019)  
 Prescribed by State Board of Accountancy

(To be completed for all bids. Please type or print)

1. Governmental Unit (Owner): Warrick County Commissioners, Warrick County, Indiana  
 Date (month, day, year): July 13, 2020
2. County: Warrick
3. Bidder (Firm): J. H. Rudolph & Co., Inc.  
 Address: P. O. Box 248  
 City/State: Tell City, IN 47586
4. Telephone Number: 812-476-4921
5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Warrick County - Bituminous Surfacing of Folsomville/Folsomville Deonola Road from Tennyson Road to SR68 and N225E (Folsomville Road from Eby Road to Ellison Ridge Road (Governmental Unit) in accordance with plans and specifications prepared by Warrick County Highway Engineering Department and dated \_\_\_\_\_ for the sum of See Attached Bid Price Worksheets.

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

**CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS**  
 (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (i.e. 5-16-2). I hereby certify that I and all subcontractors, if any, understand that violations hereunder may result in forfeiture of contractual payments.

**ACCEPTANCE**

The above bid is accepted this 27<sup>th</sup> day of July, 2020, subject to the following conditions:

Contracting Authority Members:  
*Dan Saylor*  
*Robert Johnson*  
*Terry Phillipps*

Governmental Unit: Warrick County Commissioners, Warrick County, Indiana  
 Bidder (Firm): J. H. Rudolph & Co., Inc.  
 Date (month, day, year): July 13, 2020  
 (For projects of \$150,000 or more - IC 36-1-12-4)

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$801,008	Asphalt Paving	2019	INDOT - R-38048 - SR62 - Posey Co.
\$640,701	Asphalt Paving	2019	INDOT - R-38048 - SR62 - Posey Co.
\$686,180	Asphalt Paving	2019	Spencer County
\$163,628	Asphalt Paving	2019	INDOT - B-38576

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$3,042,191	Asphalt Paving	2020	INDOT - R-38028 - SR102/SR284
\$7,467,704	Asphalt Paving	2020	INDOT - R-37841 - SR64
\$416,326	Asphalt Paving	2020	Spencer Co. - CR1060, CR2160, CR2140
\$366,642	Asphalt Paving	2020	Vanderburgh Co. - Broadway Avenue