

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
EMERGENCY SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
October 26, 2020
4:00 P.M.

The Warrick County Commissioners met in regular session with Robert Johnson, Vice President; and Terry Phillippe, Member. Dan Saylor, President, was present by conference call as allowed by Emergency Health Declaration for the State of Indiana due to COVID-19 Pandemic. Attorney Todd Glass and Administrator Roger Emmons were in attendance.

Secretary Kristine Georges attended and recorded the minutes.

Vice President Robert Johnson called the meeting to order at 4:00 PM.

PLEDGE OF ALLEGIANCE

RECESS FOR PUBLIC HEARING

Commissioner Johnson: Thank you. First up, we have a Public Hearing, so at this time, I'd like to entertain a motion to adjourn from the meeting quickly, so we can have our hearing, and then rejoin it in a few.

Commissioner Phillippe: I make a motion to adjourn the regular Commissioners' meeting and enter into the Public Hearing.

Commissioner Saylor: Second.

Commissioner Johnson: All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye. Molly?

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

PUBLIC HEARING
**IN THE MATTER OF THE VACATION OF AN EXISTING 15 FOOT DRAINAGE EASEMENT
LOCATED ON LOT 7 IN HIDDEN TRAIL COURT SUBDIVISION**

Molly Barnhill: Okay, the Matter is the Vacation of an existing fifteen (15) foot Drainage Easement located on Lot 7 in Hidden Trail Court Subdivision. It did go to the Drainage Board for approval on September 14th, and they have approved the Vacation request. They did send notice out. We have all the return receipts of the notice to the adjacent property owners as well and proof of publication.

Todd Glass: You can ask for statements in favor or opposed.

Commissioner Johnson: Is there anybody here to speak on this vacation?

Bret Sermersheim: My name's Bret Sermersheim with Morley. I'm representing the petitioners, Devin Britton. He's wanting to vacate this. He's going to put a building. He owns Lot 7, the area north of Lot 7 and 6. He's wanting to put a building across the line. It just, where this line is, is where the drainage easement is, so we have to vacate that. There has never been, never been a drainage ditch or anything in this location at all since it's been final.

Commissioner Johnson: Okay, thank you. Are there any remonstrators for this particular project? Okay, so, I'll need an Ordinance number.

Kristine Georges: And she has it, it's '25.

Commissioner Johnson: '25?

Kristine Georges: Um hum.

Commissioner Johnson: I'd entertain a motion.

Roger Emmons: We need to call the meeting back to order and three (III) should have been listed 'Action on Public Hearing,' I believe, but that got left off.

Commissioner Johnson: So, we need to close the Public Hearing and then...

Todd Glass: Correct.

Roger Emmons: Then take action on it.

Commissioner Johnson: Okay.

Commissioner Phillippe: Make a motion to close the Public Hearing and enter back into the Commissioners' meeting.

Commissioner Saylor: Second.

Commissioner Johnson: All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

**ACTION ON PUBLIC HEARING
IN THE MATTER OF THE VACATION OF AN EXISTING 15 FOOT DRAINAGE EASEMENT
LOCATED ON LOT 7 IN HIDDEN TRAIL COURT SUBDIVISION
ORDINANCE 2020-25**

Commissioner Johnson: So, we're back into our Commissioners' meeting.

Todd Glass: And action on the Public Hearing, motion to adopt the Ordinance.

Commissioner Phillippe: So, I'll make the motion that's stated by Counsel.

Commissioner Johnson: Do I have a...?

Commissioner Saylor: Second.

Commissioner Johnson: Okay, we have a first and a second for Ordinance 2020-25. All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Commissioner Johnson: There you go.

Bret Sermersheim: Thank you.

Commissioner Johnson: Thank you.

(Ordinance 2020-25 is located on Page 15 of these Official Minutes)

**AREA PLAN COMMISSION
STREET CONSTRUCTION PLANS
PP-20-06 GATEWAY SUBDIVISION**

Molly Barnhill: We have Street Construction Plans on the agenda. PP-20-06 for Gateway Subdivision. The applicant and owner is Deaconess Hospital, INC. The property's located on the south side of Gateway Boulevard, four hundred (400) feet west of the intersection formed by Gateway Boulevard and Epworth Road, Ohio Township. Was advertised in the Standard May 28, 2020. It did come before the Commissioners on June 8, 2020, but was removed from the agenda at that point in time. They had some, a Traffic Impact Study and they've completed that now. Bobby Howard signed off on the cost estimate and they did have drainage plans and Phil Baxter signed off on that cost estimate as well.

Commissioner Johnson: Bobby, you're okay with it?

Bobby Howard: Yes, the street plans meet the Ordinance and I'd recommend approval.

Commissioner Johnson: Okay, so, just so Dan can hear, Bobby recommended approval and he's reviewed all the street construction plans, so I'll entertain a motion.

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

Commissioner Saylor: I'll make a motion to approve.

Commissioner Phillippe: Got a little delay here.

Commissioner Johnson: Okay.

Commissioner Phillippe: I will second the motion.

Commissioner Johnson: Have a first and a second to approve PP-20-06, Gateway Subdivision. All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Motion approved (3-0).

(PP-20-06 is located on Pages 15 through 18 of these Official Minutes)

**APPROVAL OF MINUTES
OCTOBER 12, 2020**

Commissioner Johnson: Next, we have Approval of Minutes for October 12, 2020.

Commissioner Phillippe: Make a motion to approve the minutes.

Commissioner Saylor: Second.

Commissioner Johnson: All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

**CONSENT AGENDA
DISCUSS ADMINISTRATIVE SETTLEMENT FOR BRIDGE 113**

Commissioner Johnson: Consent Agenda.

Roger Emmons: Mr. President, the one (1) item on the Consent Agenda is to Discuss Administrative Settlement for Bridge 113. It's needed right away for Parcel 2 owned by Ashby. I forwarded the email from Brett Eckert. He's with Beam, Longest, and Neff on October 21st. There was an attachment of the proposed Administrative Settlement plus the bid proposal that Mr. Ashby received or obtained from Core and Main for sixty (60) feet of forty-eight (48) inch culvert. The amount is three thousand five hundred ninety-two dollars and twenty cents (\$3,592.20). And that amount is the additional amount proposed within the Administrative Settlement. So, the original offer of eight thousand nine hundred (\$8,900.00) plus the additional proposed thirty-five-ninety-two-twenty (\$3,592.20) equals a total administrative settlement recommendation of twelve thousand four-ninety-two-twenty (\$12,492.20). Bobby and I recommend you approve. And I would add that even though this is under the Consent Agenda, I did not receive the consensus. Terry had said he was going to go along with whatever you wanted to do, but you were busy and didn't have time to, to email me.

Commissioner Johnson: Okay.

Commissioner Phillippe: Yeah, and I thought since Bob goes across that bridge every day, probably have a better perspective than I would.

Roger Emmons: Right.

Commissioner Johnson: Twice.

Roger Emmons: So, instead of ratification, it will be just a regular motion to approve if that's the Board's wish.

Commissioner Phillippe: I, I'll make the motion to approve.

Commissioner Saylor: Second.

Commissioner Johnson: Motion to approve, I've got a first and a second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Motion goes three to zero (3-0).

Roger Emmons: Thank you very much.

(Administrative Settlement for Bridge 113 is located on Page 18 of these Official Minutes)

**ITEMS FOR DISCUSSION
DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
REQUEST FOR FMLA LEAVE**

Commissioner Johnson: Items for Discussion, Departmental Reports, Roger?

Roger Emmons: Yes, thank you, Mr. President. We have one (1) request for FMLA Leave and our HR Manager, Heather Soberg, has reviewed and approved the required documents, so recommend you approve by motion.

Commissioner Phillippe: Make a motion to approve the FMLA.

Commissioner Saylor: Second.

Commissioner Johnson: All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

Commissioner Johnson: FMLA is approved. (Motion carried 3-0).

Roger Emmons: Thank you.

Commissioner Johnson: Is that all you have, Roger?

UPDATE ON APC AND BZA APPOINTMENTS

Roger Emmons: There's some items just mainly for your information there if you'd like to discuss them. You don't have to. I can bring those up in the future. The APC and BZA Appointments, Item 3 on that list. You've got plenty of time to do that. I just wanted, it's a reminder. So, you can let me know when you want me to put that on under the Consent Agenda, which Todd said you can do that.

Commissioner Johnson: Okay.

2021 LABOR DAY CELEBRATION AND THE USE OF THE WARRICK COUNTY 4-H FAIRGROUNDS

Commissioner Johnson: The other thing that you might want to comment on, if you're okay with it, is the 2021 Labor Day Celebration to be held on County property, primarily the Warrick County 4-H Center grounds as per past, per past traditions.

Commissioner Johnson: Right.

Roger Emmons: The City of Boonville will, will submit the host City proposal.

Commissioner Johnson: Do we need to act on this today, Roger?

Roger Emmons: The only reason I, I put it on here is because the, the, the Mayor has to submit the proposal to the President of the Labor Day Association by 7:00 (PM) on November 2nd, which is coming up next Monday.

Commissioner Johnson: Commissioner Saylor, do you have any issues with the 2021 Labor Day Celebration being held in our facilities?

Commissioner Saylor: No, Sir.

Commissioner Phillippe: Pretty much the same as always?

Roger Emmons: Yes.

Commissioner Phillippe: I'm fine with it.

Roger Emmons: I think consensus is fine on this.

Commissioner Johnson: Yeah. It's fine.

Roger Emmons: Thank you, gentlemen, that's all I have.

COUNTY ATTORNEY NEWBURGH ENCROACHMENT AGREEMENT

Commissioner Johnson: Next up we have our County Attorney.

Todd Glass: Thank you, Mr. Vice President. The first item on my list of the agenda is the Newburgh Encroachment Agreement. Actually, it is the Encroachment Agreement by and between the County and the Town of Newburgh and also the Warrick County School Corporation. It involves the Safe Routes to School Project which involves the management and construction of pedestrian walkways along Vann from State Road 261 to Casey, and also along Casey running from Castle South Middle School up past the High School tennis and football fields, and tying into the sidewalks north of the High School, so that there's a safe pedestrian walkways all the way from Castle North down to Castle South, and over to Old Hickory and other subdivisions. In this agreement, the County, mainly Bobby, will be supervising construction of the sidewalks. We have agreements with the Town of Newburgh for their privately owned easement along Vann Road. And once this is completed, the School Corporation assumes all upkeep and maintenance of the sidewalks, and the County has no ongoing obligations with regards to that. This is in final form ready for your approval by motion and entering into the contract. The Town of Newburgh is doing the same this week or next. I forget which it is. And I'm still waiting to hear back when the School Corporation will approve it. But we can forward with the County's approval.

Commissioner Johnson: Okay. Do I have a motion?

Todd Glass: If you have any other questions, of course, I can answer them.

Commissioner Phillippe: Does Commissioner Saylor have any questions or comments since it's in his district?

Commissioner Johnson: Commissioner Saylor, do you have any questions?

Commissioner Saylor: I I don't think so. Bobby Bobby good with it?

Commissioner Johnson: The answer's yes.

Commissioner Saylor: Okay, yeah, I saw him shaking his head.

Commissioner Phillippe: I'll make a motion to approve the Newburgh Encroachment Agreement.

Commissioner Saylor: And I'll second that motion.

Commissioner Johnson: First and a second. Do I, all in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Roger, I have an original of that. It's for signature by the President of the Board. Once that's signed, you can get it to me and forward on to the Town of Newburgh.

Roger Ermons: Okay. Thank you.

(Newburgh Encroachment Agreement is located on File in the Auditor's Office)

ESTABLISHING COUNTY GRANT POLICY RESOLUTION 2020-14

Todd Glass: Then, Mr. Vice President, next is the Policy for County Grants and Grant procedures. Made some improvements to this proposal in the last couple of days. It's now a Resolution and it will need a new Resolution number, 2020?

Kristine Georges: '14.

Todd Glass: '14. This is a Resolution, Mr. Vice President, of the Board of County Commissioners of Warrick County, Indiana, establishing a policy for the proposal and approval of Grants. In essence, the procedure provides for Department Heads and Office Holders to obtain by email a consensus from the Commissioners to proceed with the Grant applications, so that the Board knows about them. Once they obtain that consensus, they prepare the Grant app, they submit a completed copy of the Grant application to the County Attorney, and once they do that, they're allowed to go ahead and submit the Grant application just by confirming receipt of that to the County Attorney's Office. Then once that Grant has, has awarded, then they bring it back to the Board of County Commissioners for final approval. So, we've tried to provide some expedited procedures, but also, it invites for a better process to document every step of the Grant application procedure and get all the copies to the appropriate offices. And that Resolution 2020-14 then is ready for you to adopt by motion if you wish or table to the next meeting.

Commissioner Johnson: Do you have any questions, Commissioner Saylor?

Commissioner Saylor: No, Sir.

Roger Ermons: Todd, I believe you did say in an email that this Resolution would also work for outside agencies to use the Commissioners as a pass-through with the County.

Todd Glass: Correct.

Roger Ermons: Okay.

Commissioner Phillippe: We've been working on this for a little while. So, with that, I will make a motion to approve the new County Grant Policy.

Commissioner Saylor: Second.

Commissioner Johnson: Okay, I have a first and a second for Resolution 2020-14. All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

Todd Glass: Thank you.

Commissioner Johnson: Resolution passes. (Motion carried 3-0).

Todd Glass: Thank you, Mr. Vice President.

(Resolution 2020-14 is located on Pages 19 through 20 of these Official Minutes)

NON-RENEWAL OF COLLECTIVE BARGAINING AGREEMENT WITH CHAUFFEURS, TEAMSTERS, AND HELPERS LOCAL UNION 215 RESOLUTION 2020-13

Todd Glass: The next item on my agenda is the Second and Final Reading of Resolution 2020-13. A Resolution of the Board of Commissioners of Warrick County electing not to renew a Collective Bargaining Agreement by and

between the Clerk and the Board of Commissioners of Warrick County and the Chauffeurs, Teamsters, and Helpers Local Union 215 and to no longer bargain with or recognize the Union in the Warrick County Clerk's Office. This is the Second Reading, Mr. Vice President. The, let me summarize very quickly the content of the Resolution and then you have on your agenda recognition of individuals to speak regarding the proposed Resolution. But, the summary of it is simply that the Warrick County Clerk's Office and the Board of County Commissioners hereby elects to no longer recognize the Union effective January 1st, no longer bargain with the Union effective January 1st, not to renew a Collective Bargaining Agreement or enter into a Collective Bargaining Agreement with the Union as of January 1st, 2021, and give written notice sixty (60) days prior to December 31, 2020, of it's decisions not to do so. So, there's no changes to the Resolution as read in the First Reading at the last meeting. And Mr. Vice President, you have the agenda item to recognize individuals who wish to speak on behalf of the employees.

Commissioner Johnson: Okay, first up we have Hester Lubbehusen for, the Clerk's Office Union Steward and if you want to come up and speak.

Hester Lubbehusen: I think Rick is gonna talk (inaudible).

Commissioner Johnson: Okay, so, Mr. Voyles, would you like to come up and speak on their behalf?

Rick (Eric) Voyles: Thank you, I'm Rick Voyles. I'm with the Teamsters. First off, I'd like to say, I still don't really understand. If you pass this Resolution, by not negotiating with us, how it's going to affect the problems that you have in the Clerk's Office. That's the first thing that I don't understand. So, I mean, we had, we did have our Executive Session. We did talk in there and I thought we had some pretty good dialogue and we would hope that you would bargain with us. And again, by not bargaining with us, I don't, I don't understand how it's going to affect the problems that you guys have with the Clerk's Office. With that being said, if you do go through with this, these ladies and gentlemen in that office, they are Teamsters and I am going to continue to represent them. You got any questions for me or anything?

Commissioner Phillippe: No.

Commissioner Johnson: I don't, Rick.

Rick (Eric) Voyles: Okay. I appreciate you all considering what we talked about and not pass this Resolution.

Commissioner Johnson: (Inaudible). Well, we appreciate you, Rick. Thank you.

Commissioner Saylor: Thank you, Rick.

Todd Glass: You may entertain a motion if you wish.

Commissioner Johnson: Okay, at this time I would entertain a motion on Resolution 2020-13.

Commissioner Phillippe: I'll make a motion to approve Resolution 2020-13.

Commissioner Saylor: Second.

Todd Glass: And, Mr. Vice President, allow me, that is Resolution 2020-13, A Resolution of the Board of Commissioners of Warrick County electing not to renew the Collective Bargaining Agreement by and between the Clerk and the Board of Commissioners of Warrick County and the Chauffeurs, Teamsters, and Helpers Local Union 215.

Commissioner Johnson: Okay, I have a first and I have a second. All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Resolution passes three, zero (3-0).

Todd Glass: Thank you, Mr. Vice President. And we'll be communicating further with Mr. Voyles with regards to that.

Commissioner Johnson: Thank you.

(Resolution 2020-13 is located on Pages 20 through 21 of these Official Minutes)

ESTABLISHING A STOP SIGN AT OAK GROVE ROAD AND ROSLIN ROAD INTERSECTION RESOLUTION 2020-15

Todd Glass: The next item on my agenda is another Resolution 2020-15?

Kristine Georges: Yes, Sir.

Todd Glass: That is a Resolution of the Board of Commissioners of Warrick County, Indiana, establishing the placement of stop signs at the intersection of Oak Grove and Roslin Road whereby stop signs will be placed so as to stop traffic traveling north and south on Roslin Road at the intersection and east-bound, west-bound traffic on Oak Grove shall be unimpeded and stop would be removed there. And that Resolution 2020-15 is ready for your motion and approval if you wish.

Commissioner Johnson: Bobby, are you okay with this?

Bobby Howard: Yes, this is based on the traffic counts done at that intersection and this was recommended by the Evansville MPO.

Commissioner Johnson: Sheriff, you have any issues on that?

Sheriff Wilder: (Inaudible).

Commissioner Johnson: I'm sorry. This is for placing the stop signs on Oak Grove Road and Roslin Road.

Sheriff Wilder: Oak Grove and what?

Commissioner Johnson: Roslin.

Sheriff Wilder: Oh, I don't have a problem with it.

Commissioner Johnson: So, I'd entertain a motion.

Commissioner Phillippe: Make a motion to approve Resolution 2020-15.

Commissioner Saylor: So moved.

Commissioner Johnson: I have a first by Commissioner Phillippe. Dan, would you like to second?

Commissioner Saylor: Second.

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

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Commissioner Johnson: Thank you, Sir.

Todd Glass: Thank you.

(Resolution 2020-15 is located on Page 2 of these Official Minutes)

**ESTABLISHING A STOP SIGN AT SEVEN HILLS ROAD AND WASSON ROAD/LILLY PAD ROAD INTERSECTION
RESOLUTION 2020-16**

Todd Glass: And we move right on into Resolution 2020-16, I figured out how this works. A Resolution of the Board of Commissioners of Warrick County, Indiana, establishing a placement of stop signs at the intersection of Seven Hills Road and Wasson Road otherwise known as Lilly Pad Road. Stop signs shall be placed so as to stop traffic traveling north and south-bound on Wasson and Lilly Pad Road and also to stop traffic traveling east and westbound on Seven Hills Road. And that Resolution is ready for your motion and adoption if you so wish.

Bobby Howard: This was basically due to safety, the mine route and the trucks coming through here. So, I'd recommend approval.

Commissioner Johnson: Okay. Commissioner Saylor? Do you have any issues with this?

Commissioner Saylor: What's that? No, Sir.

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

Commissioner Phillippe: I'll make a motion to approve Resolution 2020-16.

Commissioner Saylor: Second.

Commissioner Johnson: Resolution 2020-16 has a first and a second. All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: Thank you, Mr. Vice President.

(Resolution 2020-16 is located on Page 22 of these Official Minutes)

**COMPREHENSIVE ROAD USAGE BOND WITH VECTREN FOR
ALL COUNTY-MAINTAINED ROADS**

Todd Glass: Moving on, the next item on the agenda actually has been edited since we've added it to the agenda. I have in front of you a proposed agreement for comprehensive road usage bond between Warrick County and Southern Indiana Gas and Electric doing business as Vectren Power Supply. And my edits that I, I worked out with Mr. Howard would be to take this agreement and edit it slightly, so it's clear that it's an agreement for a comprehensive road usage bond only which has been set in the amount of five hundred thousand (\$500,000.00). This is not to replace other road

usage agreements. Road usage agreements will have to be entered into between Vectren and the County as they appear from time to time. This is just for the bond. The term would be November 1, 2020 to October 31, 2021. And with those edits agreeing to the one (1) bond, annual bond being renewed annually on the, November 1st of each year, with those edits, the agreement would be ready for submission to Vectren and I would get those edits completed tomorrow if you approve the agreement with those concepts added into it.

Commissioner Johnson: So, have you had an opportunity to look through this, Commissioner Saylor?

Commissioner Saylor: Yes, I'm good with it.

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

Commissioner Phillippe: Make a motion to approve the Road Usage Agreement with Vectren.

Todd Glass: With recommended modifications.

Commissioner Saylor: Second.

Commissioner Phillippe: With recommendations.

Commissioner Johnson: Got a first and a second with, with modified recommendations per Counsel.

Todd Glass: Thank you. That's good. That was done just fine. So, it's ready for vote.

Commissioner Johnson: All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(Vectren Road Usage Bond is located on File in the Auditor's Office)

EMS LEASE AGREEMENT WITH OHIO TOWNSHIP FOR NEW PARADISE STATION

Todd Glass: Let's see, I have two (2) more items, Vice President. We have finalized the lease agreement between the Board of Commissioners, Warrick County and Ohio Township for the EMS lease which is being moved from ALCOA to the new Paradise Station. This has been made in conjunction with negotiations between the County and Ohio Township. It is for a five (5) year period beginning January 1st, retroactively. Actually, January 1, 2021, let me correct that statement. It is for forty-five hundred dollars (\$4,500.00) paid semi-annually on January 15th and June 15th of each calendar year. So, half of that being paid twice a year with the allowance to renew for additional five (5) year periods. And if there's any questions, I will try to answer them. This is modeled after the lease with the Town of Newburgh with some customized provisions in it for the Ohio Township Station.

Commissioner Johnson: Commissioner Saylor?

Commissioner Saylor: Bob.

Commissioner Johnson: Have you had a chance to review this, Dan?

Commissioner Saylor: Yes, I have a question for Roger. Roger, this has probably not been included in our 2021 budget.

Roger Emmons: That's correct.

Commissioner Saylor: So, will we submit that to Council or is it too late, we just got to go for an Additional AA at this point for this?

Roger Emmons: Well, we could use our Contractual Services line item to start out and then we can always go to the Council for an Additional or a transfer if we have the money available to be transferred in from another line item. They, they've appropriated plenty to Contractual Services to start off. When would the first payment be due? Next year?

Todd Glass: 15th.

Roger Emmons: January 15th? Yeah, we'd used the 2021 Budget, that line item.

Commissioner Saylor: Okay, I just know, I don't think we got that, because I don't know if that conversation had taken place as far as the amount. I don't think we put that in our 2021 budget, I don't think.

Roger Emmons: No, it was not included in the budget request. We weren't aware of it at the time. And we thought, you know, I might have put in six thousand (\$6,000.00) cause we thought it was gonna be about five hundred (\$500.00) a month. But, it's a little bit more than that. That would have been six thousand (\$6,000.00).

Todd Glass: And it's forty-five hundred (\$4,500.00).

Commissioner Johnson: And this is forty-five hundred (\$4,500.00).

Roger Emmons: I thought there were two (2) payments a year?

Commissioner Johnson: There is. So, you put it in for one (1) year for six thousand (\$6,000.00). Is that what you're saying?

Roger Emmons: Yeah. Right.

Commissioner Johnson: Okay.

Todd Glass: My understanding is the annual rent is forty-five hundred (\$4,500.00).

Roger Emmons: Okay.

Todd Glass: And it's twenty-two-fifty (\$2,250.00) paid January 15th and June 15th.

Roger Emmons: That's even better.

Todd Glass: That's what it says here.

Roger Emmons: Okay, great.

Commissioner Johnson: Okay.

Roger Emmons: Thank you, Todd.

Commissioner Phillippe: I'll make a motion to approve the EMS Lease Agreement with Ohio Township.

Commissioner Saylor: Second.

Commissioner Johnson: Got a first and a second. All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(EMS Lease Agreement is located on Pages 22 through 25 of these Official Minutes)

DATABASE MAINTENANCE AGREEMENTS WITH CSI – SUPERIOR COURT

Todd Glass: And then lastly, we have a Database Maintenance Agreement with CSI for Warrick County Superior Court in the amount of two thousand four hundred twenty-three dollars (\$2,423.00). Everything is proper as submitted for the renewal of this database maintenance coverage. I don't know a lot of the details of it. But, the contract is in order if you wish to approve it as submitted by Warrick Superior Court.

Commissioner Johnson: I'll entertain a motion.

Commissioner Phillippe: I'll make a motion to approve the Database Maintenance Agreement from CSI for Superior Court.

Commissioner Saylor: Second.

Commissioner Johnson: All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Todd Glass: And I am done.

Commissioner Johnson: Okay.

Roger Emmons: Todd, if I might, number seven (7) listed, Lane Township Trustee, is that something that got on there by mistake? Or...?

Todd Glass: Thank you, Roger. Actually, I just overlooked that. But, there's no action needed by the Board, just to state that if the Board could continue its efforts, I know they've been trying, but to continue their efforts to identify a candidate for Trustee of Lane Township because that remains unfilled.

Roger Emmons: We've had a couple of other Township Trustees have been helping out with that. They've had no luck either. So, I know Mike Moesner and Raleigh Bruner have both weighed in on that. Difficult to find someone to serve.

Commissioner Johnson: It is.

Todd Glass: Yeah, thank you, Roger. But, that's, that's all that is on the agenda.

Roger Emmons: Okay, thank you.

Commissioner Johnson: Okay.

(CSI Agreement is located on Pages 25 through 27 of these Official Minutes)

**COUNTY AUDITOR
CERTIFIED CLAIMS**

Commissioner Johnson: County Auditor is next. And she's not here so, young lady?

Kristine Georges: Yes, Kristine Georges, Official Recording Secretary, filling in for Debbie Stevens, who is at an AIC Conference this week. First are Certified Claims in the amount of one million eight hundred sixty-three thousand four hundred fifty-five dollars and two cents (\$1,863,455.02). Do I need to repeat that for anyone?

Commissioner Johnson: No.

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

Commissioner Saylor: Second.

Commissioner Johnson: All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(Certified Claims are located on Pages 28 through 30 of these Official Minutes)

NON-CERTIFIED CLAIMS

Kristine Georges: Okay, next are the Non-Certified Claims. The first claim is from the Highway Department for Office Depot, coffee, water, plates. The total is one-sixty-six-eighteen (\$166.18). Do you want me to just do them all together? Or do you want to take them separately?

Commissioner Johnson: Sure.

Kristine Georges: Okay. Five Star Security Systems, that is for Local Road and Streets, for fourteen thousand four hundred nineteen dollars (\$14,419.00). This does not match the County Purchasing Policy. And the last one (1) is B & S Roofing for the Commissioners, six hundred forty-three dollars (\$643.00), wording in 'Scope of Work' does not clarify outside repairs will cost more than the quoted three thousand six hundred dollars (\$3,600.00).

Commissioner Johnson: Okay.

Kristine Georges: I believe that Debbie sent an email on a lot of this stuff?

Commissioner Johnson: She did.

Kristine Georges: Okay.

Commissioner Johnson: (Inaudible) approval.

Bobby Howard: (Inaudible).

Kristine Georges: So, our total for the Non-Certified is fifteen thousand two hundred twenty-eight dollars and eighteen cents (\$15,228.18). I said that a little fast.

Commissioner Johnson: Okay.

Kristine Georges: Would you like me to repeat?

Commissioner Johnson: Got it.

Commissioner Phillippe: Got it.

Kristine Georges: Okay.

Commissioner Phillippe: So, I'll make a motion. Before I make a motion I will say that the Commissioners keep their eyes on the details of these things. We do know what's going on, so, even though the people who review the claims in the office...

Bobby Howard: Well, one (1) of these was approved by this Board and presented at this Board meeting.

Commissioner Phillippe: Right. Right.

Bobby Howard: For approval.

Commissioner Johnson: Good point.

Commissioner Phillippe: We, we do know what's going on with the Claims. And with that, I'll make a motion to approve them.

Commissioner Johnson: I have a first.

Commissioner Johnson: All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Commissioner Johnson: Thank you.

(Non-Certified Claims are located on Page 30 of these Official Minutes)

SHERIFF'S HOLIDAY PAYROLL

Kristine Georges: Okay, next is the Payroll. And the first one (1) is the Sheriff's Holiday Pay and this will be for Thursday, November 5, 2020. And the amount is one hundred thirty-one thousand one hundred six dollars and eleven cents (\$131,106.11). Any questions about that? I believe it's a special pay they get so many times a year.

Commissioner Johnson: Um hum.

Commissioner Phillippe: We're assuming the Sheriff wants that approved, right? I'll make a motion to approve the Holiday Pay.

Commissioner Saylor: Second.

Commissioner Johnson: Got a first and a second. All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

(Sheriff's Holiday Payroll is located on Page 31 of these Official Minutes)

CERTIFIED PAYROLL

Kristine Georges: And then there the Certified Payroll, date, October 23, 2020. And the amount is five hundred seven thousand five hundred twenty-one dollars and twenty-one cents (\$507,521.21). And then I'll do the Non-Certified after this one (1).

Commissioner Phillippe: I'll make a motion to pay the Certified Payroll.

Commissioner Saylor: Second.

Commissioner Johnson: All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

NON-CERTIFIED PAYROLL

Kristine Georges: Last but not least, the Non-Certified Payroll. There were a couple of offices, Prosecuting Attorney, no supporting documentation. Commissioners, inaccurate sick day documentation, sorry, I said that wrong, inaccurate record keeping of sick days. Courthouse, there was a person that had exceeded their allowed days off by seven (7) days. Child Support, no supporting documentation. Pre-Trial Diversion, no supporting documentation. VOCA, no supporting documentation. And Office of Prosecuting Attorney, no supporting documentation. And I believe that the Auditor sent you an email on all of these.

Commissioner Johnson: Yes, ma'am.

Kristine Georges: Okay.

Commissioner Johnson: We're well aware of it. Thank you.

Commissioner Phillippe: What was that amount again?

Kristine Georges: For the, oh, she usually, it's included in with the Payroll.

Commissioner Phillippe: That's right. That's right. I'm sorry.

Kristine Georges: But, then you will sign off on these individually.

Commissioner Phillippe: Alright, I'll make a motion to approve those claims.

Commissioner Saylor: Second.

Commissioner Johnson: Got a first and a second. All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Kristine Georges: And that is it for me, gentlemen. Thank you very much for making it very pain free for me.

Commissioner Johnson: Well, thank you.

(Payroll is located on Page 31 of these Official Minutes)

**COUNTY ENGINEER/HIGHWAY
PURCHASE OF EQUIPMENT
M314 WHEELED EXCAVATOR**

Commissioner Johnson: Next up we have County Highway Engineer.

Bobby Howard: First thing I have on the, well, the only thing I have on the agenda, but I will have one (1) more thing. Equipment-wise, our Gradall, are being put to pasture more or less. We need to replace them and we did get that wheeled excavator last time. We got a Sourcewell quote for a similar machine, a wheeled excavator. And I would like to move forward with approving the purchase agreement on this. Of course, it will be subject to financing. But, I want to approve this to get this ordered, because it's about an eighteen (18) week delivery time frame. And, so, it would be out of 2021 Budget which has been approved. And the total amount is two hundred twenty-nine thousand three hundred twenty-nine dollars and fifty-seven cents. (\$229,329.57). And that is with a Sourcewell discount of seventy thousand five hundred eight dollars and eighty-eight cents (\$70,508.88) being taken off the list price of the machine.

Commissioner Johnson: Okay. Any questions?

Commissioner Phillippe: Are you getting any trade-ins on the Gradalls? Or what..?

Bobby Howard: Like now, we're, we're, we may sell one (1).

Commissioner Phillippe: Keep them?

Bobby Howard: They don't really trade really well. But, right now we're keeping some of these for back up machines. Just because we've had some bad luck with some of our Gradalls in the past years and one (1) time we were down all three (3) at once. So, I like to keep a couple of back up machines in case there's a problem. But that's one (1) of the reasons why we're also switching to wheeled excavators. The service is, we don't run into some problems with some proprietary things and only one (1) supplier and things like that that we run into with Gradall.

Commissioner Phillippe: I'll make a motion to approve the purchase of the M314 Wheeled Excavator.

Commissioner Saylor: Second.

Commissioner Johnson: All in favor? Aye.

Commissioner Phillippe: Aye.

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

(Excavator Purchase Agreement is located on Page 32 of these Official Minutes)

**BELL ROAD PROJECT
CHANGE ORDERS 3, 4, AND 5**

Bobby Howard: The next item I have if I may, Bell Road. I have three (3) change orders on Bell Road Project. First one (1) is Change Order 3, this is due to a sanitary sewer. This is in the easement. One (1) of the things that Newburgh asked was to restrain, joint restraints be added after the fact. This is in their easement so I do agree with, with paying the cost. This Change Order is for one thousand seven hundred and eighty-one dollars and thirty-five cents (\$1,781.35). You want to take these one (1) at a time?

Commissioner Johnson: Not necessarily.

Bobby Howard: Okay. Change Order 4, this is a Change Order and this is an actual small deduction for the project based on seed mixtures. There was a seed mixture that was specified by the designer that was not necessary. And so, that's be subtracted from the job. It is a Change Order for a credit of seven hundred and forty-five dollars (\$745.00) to the job. And the last Change Order is Change Order 5. This Change Order is to help maneuver around some of the AT&T facilities that are in the right-of-way. We're able to change how we modify some of the boxes and this will prevent future utility delays and keep the project moving forward and prevent delay charges being charged to the project. This is at a cost of two thousand five hundred sixty dollars (\$2,560.00). I recommend approval of all three (3) Change Orders. And the, just, the total change to date, just to let you know, we still have a credit to the project of six thousand six hundred forty-two dollars and twenty cents (\$6,642.20) with the approval of these three (3) Change Orders. So, you're still under the estimated total.

Commissioner Johnson: Any questions, Commissioner Saylor?

Commissioner Saylor: No, Sir. I'm good with it.

Commissioner Phillinne: Make a motion to approve the Change Orders 3, 4, and 5 for Bell Road

Commissioner Johnson: All in favor?

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

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

Commissioner Johnson: Is that it, Sir.

Bobby Howard: That is it. Thank you.

(Bell Road Change Orders 1, 2, and 3 are located on File in the Auditor's Office)

COUNTY PURCHASING PEST CONTROL QUOTES

Commissioner Johnson: County Purchasing, Joe?

Joe Grassman: I'll take this off. Joe Grassman, Purchasing Manager. You, the Board, asked me to solicit quotes for a pest control contract here in the County which I did. I sent out ten (10) invitations or requests for a quote and we received, received five (5) responses. This request for a quote which I sent out was pursuant to our County Purchasing, Purchasing Ordinance 2017-30. And in that Ordinance, it states as far as the award is concerned that these quotes that I will be opening soon shall be reviewed and evaluated by the Commissioners taking into consideration price, quality, service, qualifications, reputation, and/or any other factors that you wish to consider. You will then as the Board, select the quote that you feel will be in the best interest of the County. As part of this review and evaluation stage, you, I wrote in here that you as Commissioners reserve the right if you so desire to invite certain candidates and I, in parentheses, I said those would be ones you were seriously considered for the award to be interviewed by either live virtually or simply by phone. So, what I'm going to do now is to more or less open the quotes. There's no way we can review and evaluate these things tonight. So, I'm just going to open and let everybody know who they're from and later on I'll make copies for your personal use to do your evaluation. This first request for quote is from ARAB. Here again, I'm not going to get into detail. There's quite a nice presentation that they've provided us and, and I will have to be the one (1) that's gonna have to determine if it's a responsible and responsive, that they in other words, that they answered all the questions and provided all the information that we requested. So, we've got ARAB Pest Control. Let's see, this particular quote is from Swat Pest Control.

Roger Emmons: Slot?

Joe Grassman: Swat.

Roger Emmons: Swat.

Joe Grassman: And here again, I'm just gonna, this is just verifying that I got these quotes and that they were in my office and unopened until this evening. The third one (1), Alpha Dog Pest Control. Again, looks like they provided generally the information, but I won't know for sure 'til I go through it. This is number four (4), Action Pest Control. Looks okay on the surface, but I won't know until I review it. And finally, Pass, P-a-s-s Pest Control. And they're, provided me the required (inaudible). Gentlemen, that's all I have. You understand what you've got, you're responsible or how you're going to proceed with this and what I'll be doing to help you in the evaluation, review stages as much as I can?

Commissioner Johnson: Sure. No questions?

Roger Emmons: Motion to take under advisement?

Commissioner Johnson: We need to take this under advisement, Counsel?

Todd Glass: Yeah, consensus is sufficient.

Commissioner Phillippe: I'm fine with that.

Commissioner Johnson: I'm good. Dan, you okay with Joe reviewing these quotes and coming back with the most appealing bid for us?

Commissioner Saylor: Yeah, absolutely and make sure we've got all the facilities and everything that, you know, needs to be treated in, in there. Yeah, yeah, I'm good with under advisement.

Commissioner Johnson: Okay, thank you.

Joe Grassman: Alright.

Commissioner Johnson: Is that it, Joe?

Joe Grassman: Yeah, but I'm just trying to get ahold my stack.

COUNTY SHERIFF

Commissioner Johnson: Sheriff?

Sheriff Wilder: Nothing.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Johnson: Only thing left is, Terry, you have anything?

Commissioner Phillippe: I have nothing.

Commissioner Johnson: Dan?

Commissioner Saylor: I have nothing.

Commissioner Johnson: One (1) more motion.

Commissioner Phillippe: I'll make a motion to adjourn.

Commissioner Saylor: Second.

Commissioner Johnson: All in favor?


Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: (Inaudible). (Motion carried 3-0).

ADJOURNMENT: Meeting adjourned at 4:48 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

Minutes transcribed by Kristine Georges

MC

Ordinance No. 20-25
 AN ORDINANCE TO VACATE PUBLIC WAYS WITHIN WARRICK COUNTY, INDIANA; BE IT ORDAINED by the Board of Commissioners of Warrick County, Indiana, as follows, to-wit:
 Section I. A verified petition was presented to the Board of Commissioners of Warrick County requesting that the abovesaid Public Way be vacated.
 Section II. That after due and proper notice a timely public hearing was convened by the Board of Commissioners of Warrick County and the public interest in the public way described with the drawing hereto attached, which is made a part of this Ordinance.
 Section III. That the Board of Commissioners of Warrick County, after due investigation and consideration has determined that the nature and extent of public use and the public interest to be observed is such as to warrant the vacation of that part of the public way or public way described with the drawing hereto attached, which is made a part of this Ordinance.

DESCRIPTION OF EASEMENT TO BE VACATED
 Part of Lot 7 in Hidden Trail Court Subdivision, as per plat thereof, recorded in Plat File 1, Page 325 in the Southeast Quarter of the Township, Warrick County, Indiana, located in the Southeast Quarter of the Northwest Quarter of Section 29, Township 36 North, Range 8 West in Boon Township, Warrick County, Indiana, being more particularly described as follows:
 Beginning at the Northeast corner of said Lot 7; thence along an Easterly perimeter line of said Lot 7, South 00 degrees 29 minutes 00 seconds West 15.02 feet; thence South 87 degrees 23 minutes 20 seconds East 488.77 feet to the Southwest line of said Lot 7; thence along said southwest line, North 44 degrees 38'42" West 20.20 feet to the Northeast corner of said Lot 7; thence North 87 degrees 23 minutes 20 seconds East 503.08 feet to the point of beginning. See Attached Exhibit "A" for drawing of area to be vacated.
 Therefore, the Board of Commissioners of Warrick County, Indiana, does hereby find that the portion of the public way described in Section II above requires for public use and the public interest will be served by such vacation and the Board of Commissioners of Warrick County, Indiana, hereby vacates the public way described in Section II above subject to the terms and conditions as stated in this Ordinance.

BOARD OF COMMISSIONERS:

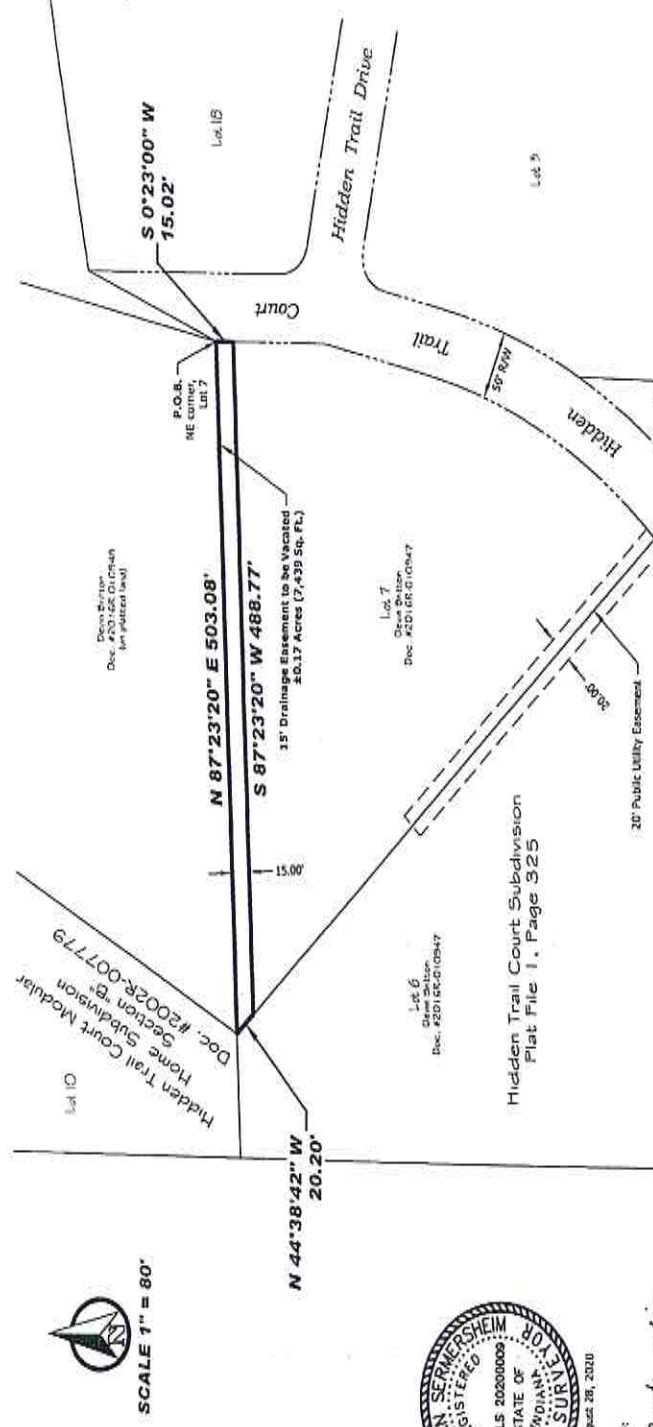
[Signature]
 Chairman

[Signature]
 Auditor

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

Tax Parcel No: 87-09-13-101-007-000-002
 THIS INSTRUMENT WAS PREPARED BY Bret A. Sermersheim of Morley 4600 Rosebud Lane Newburgh, IN 47630, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.
[Signature] (signature) *[Signature]* (printed name).

NOTARIAL PUBLIC STATE OF INDIANA, COMM. NO. 1277, EXPIRES 08/01/2025



SCALE 1" = 80'



Prepared By:
Bret Alan Sermersheim
 Bret Alan Sermersheim, P.S.
 Indiana Registration No. LS202000009
 1800 Rosebud Lane
 Newburgh, IN 47630

MORLEY
 ARCHITECTS | ENGINEERS | ENVIRONMENTAL SCIENTISTS

4807 Rosebuds
 Newburgh, IN 47630
 317.866.1111
 www.morleyinc.com

Drainage Easement Vacation Exhibit "A"
 Part of Lot 7 in Hidden Trail Court Subdivision in
 3499 Hidden Trail Ct., Boonville, Boon Township, Warrick County, Indiana

DATE: 10/26/2020
 DRAWN BY: J.L.M.
 CHECKED BY: J.L.M.
 PROJECT NO: 1977 Survey Data

FILED
 OCT 08 2020
 WARRICK COUNTY
 CLERK'S OFFICE

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

CERTIFICATE OF COMPLETION
 Plan and Specifications - Street Construction

Submission Date: October 8th, 2020
 Probable Start Construction: October 26th, 2020
 Probable Finish Construction: October 26th, 2021
 Project Location: The intersection of Epworth Rd. and Gateway Blvd. Epworth Rd. and SR 66.

Describe in detail type of street construction:
 The construction within the right-of-way consists of lengthening an existing additional lane of traffic on the east side of Epworth Rd. (north bound traffic) via widening through the intersection. This shall include additional pavement, additional lighting, and additional traffic signals. An additional traffic lane will be provided into Gateway Blvd. Misc. signs, utilities, traffic signals, and pavement markings will be added or re-located.

Name of Street	No. of Lined Ft.	Est. Cost of Construction
EDWORTH ROAD	220 feet	\$ 265,718.78
TOTAL:	220 feet	\$ 265,718.78

State the Street the Area Plan Commission has required sidewalks and what is the estimated cost of their construction: N/A

Total Estimated Cost of Street and Sidewalk Construction is \$ 265,718.78

FILED
MAR 05 2020
WARRICK COUNTY
AREA PLANNING COMMISSION

DEACONESS GATEWAY - GI SPECIALTY LAB						
PIPE ID	DIAMETER (in)	TYPE	LENGTH (ft)	UNIT COST (\$/ft)	COST (\$)	
P-1	10	HDPE	19	30	570	
P-2	10	HDPE	19	30	570	
P-3	10	HDPE	19	30	570	
P-4	15	HDPE	80	45	3600	
P-5	15	HDPE	19	45	855	
P-6	15	HDPE	64	45	2880	
P-7	15	HDPE	30	45	1350	
P-8	12	HDPE	11	36	396	
P-9	15	HDPE	108	45	4860	
P-10	18	HDPE	81	52	4212	
P-11	18	HDPE	305	52	15660	
P-12	18	HDPE	40	52	2080	
P-13	18	HDPE	40	52	2080	
P-14	18	HDPE	89	52	4628	
P-15	18	HDPE	22	52	1144	
P-16	18	HDPE	11	52	572	
P-17	10	HDPE	107	36	3852	
P-18	12	HDPE	45	36	1620	
P-19	10	HDPE	21	30	630	
P-20	10	HDPE	23	30	690	
P-21	10	HDPE	9	30	270	
P-22	12	HDPE	9	36	324	
P-23	15	HDPE	136	45	6120	
P-24	10	HDPE	34	30	1020	
P-25	10	HDPE	59	30	1770	
P-26	15	HDPE	36	45	1620	
P-27	15	HDPE	33	45	1485	
P-28	15	HDPE	33	45	1485	
P-29	12	HDPE	42	36	1512	
P-30	10	HDPE	39	30	1170	
P-31	10	HDPE	32	30	960	
P-32	10	HDPE	16	30	480	
P-33	4	PERF.	40	10	400	
P-34	4	PERF.	40	10	400	
P-35	6	HDPE	13	15	195	
P-36	6	HDPE	13	15	195	
P-43	6	HDPE	13	15	195	
P-101	12	HDPE	583	36	20988	
P-102	18	HDPE	92	52	4784	
P-103	18	HDPE	157	52	8164	
P-104	24	HDPE	157	74	11618	
P-105	24	HDPE	152	74	11248	
P-106	24	HDPE	132	74	9768	
P-107	24	HDPE	159	74	11766	
P-108	24	HDPE	75	74	5550	
P-109	24	HDPE	75	74	5550	
P-110	24	HDPE	124	74	9176	
P-110	12	HDPE	3	36	108	
TOTAL PIPE COST						\$ 155,094
TOTAL SITE DRAINAGE COST						\$ 871,994

FILED
MAR 05 2020
WARRICK COUNTY
AREA PLANNING COMMISSION

DEACONESS GATEWAY - GI SPECIALTY LAB						
NAME	TYPE	SIZE	PRECAST STRUCTURE COST	GI SPECIALTY LAB	COST	
MH-3	PRECAST	48" DIA.			5200	
AD-5	PRECAST	24"X24"			2500	
AD-6	PRECAST	24"X24"			2500	
CI-4	PRECAST	24"X24"			2500	
AD-11	PRECAST	24"X24"			2500	
CI-1	PRECAST	48" DIA.			5200	
MH-2	PRECAST	24"X24"			2500	
MH-5	PRECAST	24"X36"			3600	
AD-8	PRECAST	24"X24"			2500	
AD-1	PRECAST	24"X24"			2500	
CI-5	PRECAST	24"X24"			2500	
CI-2	PRECAST	48" DIA.			5200	
MH-1	PRECAST	48" DIA.			5200	
ES-1	PRECAST	10" METAL END SECTION			500	
CI-3	PRECAST	24"X24"			2500	
CI-6	PRECAST	24"X36"			3600	
AD-2	PRECAST	24"X24"			2500	
AD-4	PRECAST	24"X24"			2500	
AD-3	PRECAST	24"X24"			2500	
AD-7	PRECAST	24"X24"			2500	
CI-8	PRECAST	24"X24"			2500	
AD-10	PRECAST	24"X24"			2500	
AD-9	PRECAST	24"X24"			2500	
CI-1	PRECAST	24"X24"			2500	
AD-7	PRECAST	24"X24"			2500	
STR-5	PRECAST	48" DIA.			5200	
STR-3	PRECAST	48" DIA.			5200	
STR-1	PRECAST	48" DIA.			5200	
STR-8	PRECAST	24"X36"			3600	
ES-3	PRECAST	10" METAL END SECTION			250	
ES-2	PRECAST	10" METAL END SECTION			250	
ES-5	PRECAST	10" METAL END SECTION			250	
STR-2	PRECAST	48" DIA.			5200	
STR-4	PRECAST	48" DIA.			5200	
STR-9	PRECAST	48" DIA.			5200	
STR-7	PRECAST	48" DIA.			5200	
ES-6	PRECAST	24" METAL END SECTION			1500	
TOTAL STRUCTURE COST						\$ 126,500
TOTAL SITE DRAINAGE COST						\$ 871,994

FILED
MAR 05 2020
WARRICK COUNTY
AREA PLANNING COMMISSION

DEACONESS GATEWAY - GI SPECIALTY LAB					
DETENTION SYSTEM COST					
DETENTION SYSTEM	DESCRIPTION	Quantity	UNIT COST	COST	
North	SC1 - 7'x15'x3'	36	7000	252000	
North	Castings	4	600	2400	
West	SC1 - 7'x15'x3'	47	7000	329000	
West	Castings	5	600	3000	
TOTAL DETENTION COST				\$ 586,400	
TOTAL STRUCTURE COST				\$ 126,500	
TOTAL PIPE COST				\$ 159,094	
TOTAL SITE DRAINAGE COST				\$ 871,994	



T H R E E I D E S I G N E N G I N E E R I N G + A R C H I T E C T U R E

March 2, 2020

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

Re: Deaconess Gateway GI Specialty Center
Drainage Improvement Cost Estimate

APPROVED
Date 6-5-2020
Lyle Mehringer
Warrick County Surveyor

Dear Warrick County Area Plan Commission:

The estimated construction cost of drainage improvements for the proposed Deaconess Gateway GI Specialty Center is \$872,000. This cost includes both material and installation for storm sewer piping, precast structures, and subsurface detention vaults. There are NO planned drainage improvements within Warrick County right of way. The above cost was provided by the project general contractor, Barton Malow.

Sincerely,

Lyle Mehringer
Lyle Mehringer
Three I Design

Enc. Email with cost provided
Detailed cost breakdown



T H R E E I D E S I G N E N G I N E E R I N G + A R C H I T E C T U R E

March 2, 2020

Warrick County Commissioners
107 W. Locust Street, Suite 301
Boonville, Indiana 47601

Re: Deaconess Gateway – GI Specialty Center
Request No Street Improvements

Dear Warrick County Commissioners:

This letter serves as request to make no improvements to Epworth Road or Gateway Boulevard. Epworth Road is public roadway to which Gateway Subdivision has no frontage. Gateway Boulevard is an existing private drive which will serve as primary access to Gateway Subdivision to which no improvements are necessary.

Sincerely,

Lyle Mehringer
Lyle Mehringer, P.E.
Three I Design



Warrick County Commissioners
107 W. Locust Street, Suite 301
Boonville, Indiana 47601
Phone: (812) 897-6120; Fax: 897-6189
info@warrickcountyr.gov

Dan Saylor

Bob Johnson

Terri J. Philippe

TO: Warrick County Commissioners
RW AGENT: Brett Eckert,
Bear, Longest and Neff, LLC
DATE: 10/19/2020

Project: Warrick Co. Bridge 113
Road: Ashby Lane
Code: Warrick
Parcel: N/A
Owner(s): 2 Ashby

Amount of Original Offer: \$8,900,000
Additional Amount Proposed: \$3,692,200
Total Administrative Settlement: \$12,592,200

SUBJECT: Recommendation for Administrative Settlement

The Commissioners of Warrick County have made a fair market value offer to the owner, and for the reasons described in the attached documentation, the owner was unwilling to accept the offer. The Commissioners of Warrick County are required to make every reasonable effort to reach agreements with owners, and in this case, those efforts failed. The goal of an administrative settlement is to provide an alternative to judicial resolution to avoid unnecessary litigation. All relevant facts and circumstances should be considered. Pursuant to County policies, the owner's request for additional information and documentation provided justification and supporting evidence for the administrative settlement. The County takes the County an average of 790 days to acquire legal title to property using condemnation, and in consideration, it also pays higher costs on average. The costs include: acquisition price of 3.12% over the County's original appraised value; fees of \$25,000 per acre; and if litigation is unresolved, minimum litigation costs of \$15,675. If the County is not successful at trial, \$25,000 per acre and 8% interest may also need to be paid to the property owner. In the interest of expediting the resolution and curbing construction costs, Warrick County has determined that an administrative settlement is a reasonable, prudent, and in the public interest. Warrick County Commissioners

CC: records

Dan Saylor
Dan Saylor, President
Robert H. Johnson, Jr.
Robert H. Johnson, Jr., Vice President
Terri J. Philippe
Terri J. Philippe, Member
10/26/2020

Administrative Settlement Memo
REVISED 2/2016

RESOLUTION 2020-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, ESTABLISHING A POLICY FOR THE PROPOSAL AND APPROVAL OF GRANTS

WHEREAS, Warrick County, Indiana, and its various offices and departments, from time to time, accept grant funding from various sources;

WHEREAS, Warrick County, Indiana, desires to establish a policy to set forth an efficient and uniform procedure for the proposal and approval of grant funding by Warrick County, Indiana, and its various offices and departments; and

WHEREAS, the Board of Commissioners of Warrick County, Indiana, finds that it is in the best interests of the residents of Warrick County, Indiana, to establish a grant policy to promote efficiency and continuity in the proposal and approval of grants.

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

The following constitutes the Policy for the Proposal and Approval of State and Federal Grants for Warrick County, Indiana.

(A) *Grant Approval.* A Department Head or Office Holder shall comply with the following procedures and requirements when requesting approval of a Grant from a grantor agency:

- (1) The Department Head or Office Holder shall present a grant proposal via email to the Board of Commissioners for its approval, which may be given by consensus.
- (2) If a grant proposal presented under subsection (A)(1) is approved by the Board of Commissioners, the Department Head or Office Holder shall prepare and complete the grant application and supporting documents, including the following information, and shall provide a copy of such documents to the Warrick County Auditor for review. Following confirmation of receipt of the grant application by the Warrick County Attorney, the Department Head or Office Holder may submit the grant application, along with any other required documentation, to the requisite grantor agency for approval. Any such grant application submitted shall be signed by the President of the Board of Commissioners, by consensus, duly authorize the Department Head or Office Holder to sign the grant application on behalf of the Warrick County.
- (3) If a grant application submitted under subsection (A)(2) is approved by the requisite grantor agency, the Department Head or Office Holder shall present said

1

RESOLUTION 2020-14

grant approval to the Board of Commissioners at a regularly scheduled public meeting for approval and acceptance.

(4) The Board of Commissioners of Warrick County may approve the submission of a grant proposal and/or grant application by a Department Head or Office Holder pursuant to an alternate procedure to be determined by the Board of Commissioners, when deemed necessary by the Board of Commissioners in its sole and absolute discretion.

(B) *Grant Record-keeping.*

- (1) The Auditor shall establish a separate fund and file for each grant approved in accordance with this Policy.
- (2) The Department Head or Office Holder shall provide the Auditor with the following information and/or documentation relating to an approved grant, as applicable:
 - i. Grant application;
 - ii. Grant award letter;
 - iii. Grant agreement;
 - iv. Grant budget;
 - v. Claim vouchers with supporting invoices;
 - vi. Requests for advances, if any; and
 - vii. Any other relevant reports or supporting documentation.

The Auditor shall place said information and documentation in the appropriate grant file.

(3) The Department Head or Office Holder shall maintain a grant file containing any and all relevant information and/or documentation provided to the Auditor under subsection (B)(2), above.

(4) The Department Head or Office Holder shall be responsible for complying with the grantor agency's reporting requirements.

(C) *Grant Reporting.*

- (1) The Auditor shall review and confirm the accuracy of any information and/or documentation generated or obtained by the Indiana State Board of Accounts and sent to the Auditor for review.
- (2) Upon reviewing the information and/or documentation from the Indiana State Board of Accounts referenced in subsection (C)(1), the Auditor shall send such

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RESOLUTION 2020-14

information and/or documentation to the appropriate Department Head or Office Holder for its review. The Department Head or Office Holder shall verify the accuracy of such information and/or documentation and take any corrective actions, if necessary. Following its review, the Department Head or Office Holder shall send such information and/or documentation, including any corrections made thereto, to the Auditor.

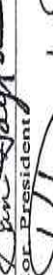


(3) Upon receiving the information and/or documentation from the Department Head or Office Holder pursuant to subsection (C)(2), the Auditor shall review and confirm the accuracy of such information and/or documentation. Following its review, the Auditor shall submit such information and/or documentation to the Indiana State Board of Accounts.

This Resolution is passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 26th day of October, 2020.

ATTEST:


Deborah K. Stevens, Auditor
Warrick County, Indiana

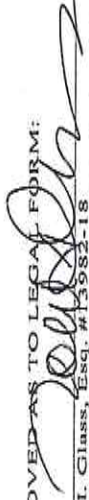
BOARD OF COMMISSIONERS
OF WARRICK COUNTY, INDIANA


Dan Saylor, President

Robert H. Johnson, Jr., Vice President

Tom Phillippe, Member

3

RESOLUTION 2020-_____

APPROVED AS TO LEGAL FORM:



Todd I. Glass, Esq. #135982-18
FINE & HATFIELD, A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

RESOLUTION 2020-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, ELECTING NOT TO RENEW THE COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CLERK AND THE BOARD OF COMMISSIONERS OF WARRICK COUNTY AND CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215 AND TO NO LONGER BARGAIN WITH OR RECOGNIZE THE UNION IN THE WARRICK COUNTY CLERK'S OFFICE

WHEREAS, on or about October 4, 2018, Warrick County entered into the current collective bargaining agreement with Chauffeurs, Teamsters and Helpers Local Union No. 215 (the "Union"), which agreement, among other things, provided that the exclusive bargaining agent for all employees of the Warrick County Clerk's Office (the "Collective Bargaining Agreement");

WHEREAS, the duration of the Collective Bargaining Agreement was from January 1, 2018 through December 31, 2020, and provided that said agreement shall continue in full force and effect from year to year thereafter unless written notice of a change or modify the agreement is served by either party upon the other at least sixty (60) days prior to the annual date of expiration;

WHEREAS, the Collective Bargaining Agreement was subsequently extended by operation of its language and remains in full force and effect for the term of January 1, 2020 through December 31, 2020, in accordance with the terms of the agreement;

WHEREAS, Warrick County has decided not to renew the terms of the Collective Bargaining Agreement with the Union, intends for said agreement to expire and no longer be of any force or effect as of January 1, 2021, and will no longer bargain with or recognize the Union effective January 1, 2021;

WHEREAS, in accordance with the terms of the Collective Bargaining Agreement, Warrick County will give notice of its decisions to the Union at least sixty (60) days prior to December 31, 2020;

WHEREAS, there is no State or Federal law requiring Warrick County to recognize the Union or to engage in collective bargaining with its employees;

WHEREAS, nothing in this Resolution is intended to take away or otherwise infringe upon the rights of Warrick County employees to organize or belong to a union; and

WHEREAS, this Resolution shall apply only to the Warrick County Clerk's Office and shall not apply to any other collective bargaining agreement which does not involve the Warrick County Clerk's Office.

RESOLUTION 2020-12

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

With respect to the Warrick County Clerk's Office, Warrick County hereby elects to:

1. No longer recognize the Union as the exclusive bargaining agent for the employees of the Warrick County Clerk's Office effective January 1, 2021;
2. No longer bargain with the Union effective January 1, 2021;
3. Not renew the Collective Bargaining Agreement or enter into any collective bargaining agreement with the Union effective January 1, 2021; and
4. Give written notice to the Union at least sixty (60) days prior to December 31, 2020 of its decisions to:
 - a. No longer recognize the Union;
 - b. No longer bargain with the Union;
 - c. Not renew the Collective Bargaining Agreement; and
 - d. Not enter into any collective bargaining agreement with the Union for the Warrick County Clerk's Office effective January 1, 2021.

[Remainder of this page intentionally left blank]

RESOLUTION 2020-13

The above Resolution is passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 26th day of October, 2020.

BOARD OF COMMISSIONERS
OF WARRICK COUNTY, INDIANA

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

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

RESOLUTION 2020-15

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, ESTABLISHING THE PLACEMENT OF STOP SIGNS AT THE INTERSECTION OF OAK GROVE ROAD AND ROSLIN ROAD

WHEREAS, pursuant to Ind. Code 36-9-2, et seq., and Section 70.02 of the Warrick County, IN Code of Ordinances, the Board of Commissioners of Warrick County is authorized to determine certain regulations concerning traffic control signs, signals, and devices;

WHEREAS, pursuant to Section 70.02(B) of the Warrick County, IN Code of Ordinances, the Warrick County Highway Department shall have the power to place and maintain traffic control signs, signals, and devices when and as required in order to regulate traffic in accordance with the declarations and determinations of the Board of Commissioners of Warrick County;

WHEREAS, the Warrick County Highway Engineer has conducted a traffic investigation and recommends to the Board of Commissioners of Warrick County that stop signs be placed at the intersection of Oak Grove Road and Roslin Road in accordance with this Resolution; and

WHEREAS, the Board of Commissioners of Warrick County have reviewed the recommendation of the Warrick County Highway Engineer and declares that such placement of stop signs would be in the best interest and safety of the residents of Warrick County.

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

At the intersection of Oak Grove Road and Roslin Road, stop signs shall be placed so as to stop traffic travelling North and Southbound on Roslin Road at such intersection. Further, stop signs currently located at the intersection of Oak Grove Road and Roslin Road stopping East and Westbound traffic on Oak Grove Road shall be removed.

This Resolution shall be effective as of November 1, 2020.

RESOLUTION 2020-15

Passed and adopted by the Board of Commissioners of Warrick County this 26th day of October, 2020.

WARRICK COUNTY
BOARD OF COMMISSIONERS

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

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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

RESOLUTION 2020-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, ESTABLISHING THE PLACEMENT OF STOP SIGNS AT THE INTERSECTION OF SEVEN HILLS ROAD AND WASSON ROAD/LILLY PAD ROAD

WHEREAS, pursuant to Ind. Code 36-9-2, et seq., and Section 70.02 of the Warrick County, IN Code of Ordinances, the Board of Commissioners of Warrick County is authorized to determine certain regulations concerning traffic control signs, signals, and devices;

WHEREAS, pursuant to Section 70.02(B) of the Warrick County, IN Code of Ordinances, the Warrick County Highway Department shall have the power to place and maintain traffic control signs, signals, and devices when and as required in order to regulate traffic in accordance with the declarations and determinations of the Board of Commissioners of Warrick County;

WHEREAS, the Warrick County Highway Engineer has conducted a traffic investigation and recommends to the Board of Commissioners of Warrick County that stop signs be placed at the intersection of Seven Hills Road and Wasson Road/Lilly Pad Road in accordance with this Resolution; and

WHEREAS, the Board of Commissioners of Warrick County have reviewed the recommendation of the Warrick County Highway Engineer and declares that such placement of stop signs would be in the best interest and safety of the residents of Warrick County.

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

At the intersection of Seven Hills Road and Wasson Road/Lilly Pad Road, stop signs shall be placed so as to stop traffic travelling North and Southbound on Wasson Road and Lilly Pad Road, as applicable, at such intersection. Further, stop signs shall also be placed so as to stop traffic travelling East and Westbound on Seven Hills Road at such intersection.

This Resolution shall be effective as of November 1, 2020.

Passed and adopted by the Board of Commissioners of Warrick County this 26th day of October, 2020.

RESOLUTION 2020-14

WARRICK COUNTY BOARD OF COMMISSIONERS

Robert J. Johnson, Jr., Vice President
Terry Phillippe, Member

ATTEST:

Suborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Todd I. Chast, Esq. W13682-18
FINK & HATHFIELD, A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Bloomington, Indiana 47404
Telephone: (812) 425-3592
Warrick County Attorney

LEASE AGREEMENT
Between
OHIO TOWNSHIP, WARRICK COUNTY, INDIANA
And
THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

THIS LEASE AGREEMENT (this "Agreement") is made and entered into this 12th day of October 2020, by and between Ohio Township, Warrick County, Indiana, by and through the Ohio Township Trustees ("Landlord"), and Warrick County, Indiana, by and through the Board of Commissioners of Warrick County (the "Tenant"), according to the terms and conditions as provided below. Landlord and Tenant shall sometimes hereafter be referred to, individually as a "Party" and collectively, as the "Parties."

NOW THEREFORE, in consideration of the rents hereinafter reserved and the covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

- 1. Description of the Premises. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, approximately One Thousand One Hundred Forty-Five (1,145) square feet, more or less of space in a building commonly referred to as the Paradise Fire Station, located at 2100 Old Bridge Road, Newburgh, Indiana, as more particularly described on Exhibit A, attached hereto and made a part hereof (the "Premises").
2. Term. The term of this Agreement shall commence on January 1, 2020, and shall terminate on December 31, 2030 (the "Term"). This Agreement shall automatically renew for successive five (5) year periods, under the same terms and conditions, unless either party gives written notice to the other party of its intent to terminate this Agreement no later than eighty (80) days prior to the expiration of the then current Term. Notwithstanding the foregoing, Tenant reserves the right to terminate this Agreement upon one hundred eighty (180) days' notice to Landlord in the event Tenant is no longer using the Premises for the purpose of maintaining an Emergency Medical Response team, its equipment, materials, and vehicle(s).
3. Rent. Tenant agrees to and shall pay to Landlord, as rent for the Premises, the amount of Four Thousand Five Hundred Fifty and 00/100 Dollars (\$4,500.00) paid semi-annually on January 15 and June 15 of each calendar year during the Term ("Rent"), to be made in advance commencing on the date the Term commences and continuing semi-annually thereafter during the Term. Upon each renewal of the Term of this Agreement (as provided in Section 2 above) Landlord may, at Landlord's sole discretion, and based upon its review of the fair market value of the Premises as determined by a nationally recognized appraisal firm, increase the Rent. The Rent shall be increased by the same percentage increase as the increase in the CPI (as defined below) during the immediately preceding year; provided, however, in no event shall such increase exceed three percent (3%) over the prior year's Rent. For purposes of this Agreement, the term "CPI" shall mean the "Revised Consumer Price Index, All Urban Consumers, U.S. City Average, All Items" as published by the United States Bureau of Labor Statistics, or its successors.
4. Use. Tenant shall use the Premises exclusively for the purpose of maintaining an Emergency Medical Response team, its equipment, materials, and vehicle(s). Tenant shall, with Landlord's prior written consent, be permitted to use or occupy the Premises for other purposes not specifically stated under this Agreement, so long as such use or occupancy is not in furtherance of any illegal purposes or in such a manner so as to constitute a nuisance.

- 5. **Possession.** Tenant shall be entitled to possession of the Premises immediately upon the commencement date of this Agreement.
- 6. **Utilities.** Landlord agrees to and shall pay all water, sewage, heat, and trash pickup services for the Premises. Tenant shall be responsible for and agrees to pay for all gas, electricity, internet, cable, and telephone services for the Premises, as well as any other utilities for the Premises desired by Tenant therewith, and shall pay such providers directly for such services. Tenant shall be responsible for any utility which shall be separately metered for the Premises. Tenant shall give notice to Landlord of the metering of the Premises. Landlord shall not be liable to Tenant for any failure, inadequacy, or interruption of any utility.
- 7. **Maintenance, Alterations, Installations, and Removals.** Landlord shall be responsible for any and all maintenance and general upkeep costs associated with the Premises. Tenant shall at all times, at Tenant's sole cost and expense, keep and maintain the Premises in good order and condition and shall use all reasonable precaution to prevent waste, damage, or injury to the Premises. Tenant shall be responsible for providing and maintaining any and all furnishings to be placed in the Premises as is required for its operations, and for providing, maintaining and repairing any and all equipment or other items necessary or required for such operations. Tenant shall promptly report to Landlord all routine maintenance and repair items for the Premises of which it becomes aware, including, but not limited to the non-load bearing walls, interior doors and window glass, floor and wall coverings and finishes, fixtures and hardware, and other utility lines, pipes and facilities located within the Premises, water, plumbing, and other utility lines, pipes and facilities located within the Premises. Tenant shall be obligated to reimburse Landlord for the cost of any repairs to the Premises necessitated by the negligence of Tenant, its agents, employees, invitees or licensees, or by any subcontractor engaged by or on behalf of Tenant. The cost of such repairs shall be due within thirty (30) days of invoicing by Landlord. Tenant shall not affix any signs or awnings to or upon the exterior or interior of the Premises. Landlord shall cause Tenant to be listed in all building directories where appropriate. Tenant may, at its own expense, make such alterations in, and/or additions to, the Premises, upon first obtaining Landlord's written consent, which shall not unreasonably be withheld *provided that* Landlord has reviewed and approved of the proposed plans and specifications for the work and the subcontractor and subcontractors who will be performing the work; that such contractors and subcontractor are required to carry appropriate insurance; and that copies of all required permits, approvals and certificates are provided. Upon receipt of such documents, Tenant shall be responsible for payment of any and all costs associated in any way with the design, construction, and completion of such alteration, addition, improvement, or installation. At any time prior to the expiration of termination of this Agreement, Tenant may, at its sole cost and expense, remove any or all such alteration(s), addition(s), or installation(s) in such a manner as will not substantially injure the Premises, or the portion(s) affected by such removal, and shall ensure that the Premises be restored to the same condition as existed prior to the making of such alteration(s), addition(s), or installation(s), excepting ordinary wear and tear, damage, or destruction by fire, floor, storm, civil unrest, or other unavoidable cause. All alterations, additions, or installations not removed by Tenant at the time Tenant vacates the Premises shall become property of Landlord, without liability on Landlord's part to compensate Tenant for such property.

- 8. **Parking.** Tenant's employees, agents, and business invitees shall have the non-exclusive right to park in the parking lot adjoining the Premises during the period in which they are conducting

482264.2

SMTT/dms:10/5/2020

business. Landlord shall have the right to designate and/or dedicate, from time to time, such parking to be used by Tenant's employees, agents, and business invitees. In the event Landlord designates an employee parking area in any of the parking lots located near the Premises, or provides a separate parking lot for the use of Tenant's employees, Landlord shall cause all employees to park in the designated employee parking area.

- 9. **Landlord's Right to Enter Premises.** Tenant shall permit Landlord to enter into or upon the Premises at all times, for the purpose of inspection or examining the Premises to see that Tenant is complying with all of its obligations hereunder; showing the same to prospective purchasers, mortgagees, or tenants of the Premises; to make such alterations or repairs necessitated by Tenant's default; or for any other reasonable purpose.

- 10. **Mechanic's Liens.** Nothing in this Agreement shall be construed as authorizing Tenant to incur or become subject to any mechanic's lien(s) against the Premises for any work performed or materials furnished to or on the Premises. Tenant shall be responsible for the payment of all liens to be filed against the Premises or against Tenant's interest in the Premises by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises through or under Tenant, whether prior or subsequent to the completion of the work, labor, services, or materials furnished to or on the Premises. Tenant shall at any time be filed against the Premises as a result of any alterations, additions, improvements, or repairs performed by or on behalf of Tenant. Tenant shall cause the same to be released of record or bonded within thirty (30) days following the date upon which, such release is required by law. If Tenant shall have the right to timely complete such work, labor, or improvements, and shall be discharged within the time periods described above, if Tenant shall fail to cause such lien to be discharged within the time periods described above, Landlord may, but shall not be obligated to, in addition to any other right or remedy of Landlord, to be due; and the amount so paid by Landlord, and all costs and expenses, including reasonable attorneys' fees incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord within ten (10) days of invoicing by Landlord.

- 11. **Assignment and Subletting.** Tenant shall, upon prior written notice to Landlord, be permitted to sublease the Premises to a third party for the purpose of said third party storing and maintaining its Emergency Medical Response team and any related equipment, materials, and vehicles. Landlord shall not be deemed to have consented to such sublease if the third party parties that Tenant shall remain fully liable and responsible for all obligations imposed under the terms of this Agreement, including without limitation, rental payments, regardless of any such assignment or subletting and such sublessee shall not have the right to further assign or sublet this Agreement to any other party. Tenant shall give Landlord written notice at least sixty (60) days in advance of the date on which Tenant desires to make such assignment or sublease, which notice shall specify: (a) the name, address and business of the proposed assignee or subtenant; (b) the duration of the assignment or subletting; and (c) the proposed rental to be paid to Tenant by such subtenant or assignee.

12. **Environmental Compliance.**

- a. The following terms shall be defined as follows:

482264.2

SMTT/dms:10/5/2020

- i. "Hazardous Materials" means any asbestos, PCB's, urea formaldehyde, oil or other petroleum products, flammable explosives, radioactive materials, or materials defined under Federal, state and local laws and regulations as "hazardous substances," "pollutants," or "contaminants."
- ii. "Applicable Environmental Laws" means all statutes, laws, ordinances, acts, rules, regulations, decrees, and rulings of all governmental authorities which relate or pertain to health, the environment or Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, codified principally at 42 U.S.C.A. Sections 9601 through 9607, the Superfund Amendments and Reauthorization Act of 1986, the Hazardous and Solid Waste Amendments of 1984, codified at 42 U.S.C.A. 6901, et seq. (Supp. 1987), as amended, and the environmental control laws of the State in which the Premises is located.
- iii. "Disposal," "Release," and "Threatened Release" shall have the definitions assigned thereto by CERCLA.
- b. Tenant shall not use or permit the use (by lease or otherwise) of the Premises for the generation, transportation, treatment, handling, storage, or Disposal of Hazardous Materials.
- c. Tenant shall keep and maintain, and shall cause its officers, agents, employees, and representatives to keep and maintain the Applicable Environmental Laws. Notwithstanding the foregoing, Tenant shall not be responsible for causing the compliance of Landlord or any third party not referenced herein.
- d. Tenant shall not cause, permit or suffer any hazardous material to be brought upon, treated, stored, disposed of, changed, released, produced, manufactured, generated, refined, or used upon, about, or underneath the Premises or any portion thereof by Tenant, officers, agents, employees, and representatives. In the event any Hazardous Materials are discovered on the Premises pursuant to Tenant's branch of the above provision, Tenant shall clean up all Hazardous Materials, at its sole cost and expense, promptly upon discovery thereof.
- e. Tenant shall provide Landlord with immediate written notice: (i) of Tenant's obtaining knowledge of any potential or known Release or Threatened Release of Hazardous Materials on, onto, from or under the Premises, whether from a Federal, state, or governmental authority, or otherwise; or (ii) of all claims made or threatened by any third party relating to any loss or injury from Hazardous Materials in, on, from, or under the Premises.
- f. Tenant shall promptly deliver copies of any documents relating to any governmental proceeding relating to Hazardous Materials and all engineering reports, test reports,

482264.2

SMTT/dms:10/5/2020

CSI-Computer Systems, Inc
 12875 Parkside Drive
 Fishers, IN 46038-3864

Voice: 317 913 4160
 Fax: 317 913 4175

INVOICE
 Invoice Number: 21-9009
 Invoice Date: Jan 4, 2021
 Page: 1
 Duplicate

Bill To:
 Warrick County Superior Court 1
 One County Square, #300
 Attn: Honorable J Zach Winsett
 Boonville, IN 47601-1862

Ship To:
 Warrick County Superior Court 1
 One County Square, #300
 Attn: Honorable J Zach Winsett
 Boonville, IN 47601-1862

Customer ID	Customer PO	Shipping Method	Payment Terms	
2387D1		UPS Ground <td>Net 10 Days </td>	Net 10 Days	
Sales Rep ID		Shipping Method <td>Ship Date </td>	Ship Date	
Cook		UPS Ground <td>1/14/21 </td>	1/14/21	
Quantity	Item	Description	Unit Price	Amount
1.00	GMA IMAGING	Annual Imaging/Loaner Support - 01/01/21 - 12/31/21	1,000.00	1,000.00
1.00	GMA YEARLY	GMA HW Maintenance Agreement - 01/01/21 - 12/31/21	1,423.00	1,423.00
Subtotal				2,423.00
Sales Tax				
Total Invoice Amount				2,423.00
Payment/Credit Applied				
TOTAL				2,423.00

Check/Credit Memo No:

OSI
 WARRICK COUNTY SUPERIOR COURT MAINTENANCE AGREEMENT #1-9009
 2387D1 (Amount of 11781.1389108)
 Cook

Item	Description	Quantity	Unit Price	Amount
1.00	ANNUAL IMAGING/LOANER SUPPORT	1.00	1000.00	1000.00
1.00	GMA YEARLY	1.00	1423.00	1423.00
Subtotal				2423.00
Sales Tax				
Total Invoice Amount				2423.00
Payment/Credit Applied				
TOTAL				2423.00

CSI-Computer Systems, Inc
 12875 Parkside Drive
 Fishers, IN 46038-3864

Voice: 317 913 4160
 Fax: 317 913 4175

INVOICE
 Invoice Number: 21-9009
 Invoice Date: Jan 4, 2021
 Page: 1
 Duplicate

Bill To:
 Warrick County Superior Court 1
 One County Square, #300
 Attn: Honorable J Zach Winsett
 Boonville, IN 47601-1862

Ship To:
 Warrick County Superior Court 1
 One County Square, #300
 Attn: Honorable J Zach Winsett
 Boonville, IN 47601-1862

Customer ID	Customer PO	Shipping Method	Payment Terms	
2387D1		UPS Ground <td>Net 10 Days </td>	Net 10 Days	
Sales Rep ID		Shipping Method <td>Ship Date </td>	Ship Date	
Cook		UPS Ground <td>1/14/21 </td>	1/14/21	
Quantity	Item	Description	Unit Price	Amount
1.00	GMA Annual 4J's	Four J's Annual Maintenance Contract for the period 1/1/21 - 12/31/21 - 26 Licenses total - Split cost between each Court	823.34	823.34
Subtotal				823.34
Sales Tax				
Total Invoice Amount				823.34
Payment/Credit Applied				
TOTAL				823.34

Check/Credit Memo No:

MAINTENANCE AGREEMENT

COMMENCEMENT DATE: 1/2/2021
WARRICK SUPERIOR COURT
CUSTOMER NAME

INVOICE #: 21-8040
HARDWARE LIST: See attached
INSTALLATION COUNTY: Same

The service supplier (Supplier) agrees to provide and the Customer named below agrees to accept maintenance on the equipment listed below at the terms and conditions stated herein.

See Attached For Detailed List of Equipment
WARRICK SUPERIOR COURT -- Invoice Amount: \$2,423

CALL WINDOW: Monday thru Friday 8:00 a.m. to 5:00 p.m.

The Customer acknowledges that the Customer has read this Agreement, including the reverse side, and agrees to be bound by it. This Agreement is the complete and exclusive statement between the Supplier and the Customer relating to the subject matter of this Agreement.

CUSTOMER:
WARRICK COUNTY COMMISSIONERS
WARRICK SUPERIOR COURT
BY: *[Signature]*
SIGNATURE AUTHORIZED REPRESENTATIVE
NAME (PRINT OR TYPE): ROBERT H. JOHNSON, JR.
DATE: 10/26/20
Warrick County Commissioners
Vice President
TITLE
PLEASE RETAIN THIS COPY FOR YOUR RECORDS

ACCEPTED BY:
CSI-Computer Systems, Inc.
12975 Parkside Drive
Fishers, IN 46038
BY: *[Signature]*
AUTHORIZED SIGNATURE
DATE: 10/26/20
CSI COPY: PLEASE SIGN AND RETURN

DATABASE MAINTENANCE AGREEMENT NOTICE

October 1, 2020

Your current Database Maintenance Agreement is about to expire or is not currently under a maintenance agreement as designated below. In order to continue support of your existing Database Software, to discontinue support or to begin a new maintenance agreement, please give CSI advance notice of your intentions.

To assure renewal of your existing agreement, please respond to this notice no later than November 15, 2020. CSI needs your signed approval before we can begin the renewal. Return this document by fax to (317) 913-4175 or email to csi@computer-systems.com. Attention of CSI Maintenance. If you would like additional information or an estimate on a new agreement, please contact Kevin Cook at your convenience by calling toll free (866) 913-4160.

Thank you for being a CSI partner.
Kevin Cook
President

Summary of Coverage: The Database Software is used by CSI for its software programs. Database Maintenance is provided by CSI for its software programs. If you have any questions, necessary if CSI has a **software license**, the County needs to increase the number of user licenses, the server operating system is upgraded/changed or bug fixes are needed to properly operate the Database Software.

Current Expiration: 12/31/2020
Renewal Cost: \$190

New Coverage Period: 01/01/21-12/31/21

I want to RENEW coverage for Database Maintenance

I do NOT want coverage for Database Maintenance

for WARRICK COUNTY COMMISSIONERS
WARRICK SUPERIOR COURT PROBATION DEPT.
Signature: *[Signature]* Date: 10/26/2020

Printed Name: Robert H. Johnson, Jr.
Warrick County Probation

CSI-Computer Systems, Inc

12975 Parkside Drive
Fishers, IN 46038-3864

Voice: 317 913 4160
Fax: 317 913 4175

INVOICE

Invoice Number: 21-8013
Invoice Date: Jan 4, 2021
Page: 1
Duplicate

Bill To: Warrick County Probation Dept 1 County Square, Suite 320 Booneville, IN 47601		Ship To: Warrick County Probation Dept 1 County Square, Suite 320 Booneville, IN 47601	
Customer ID: 2087Prob	Customer P.O.:	Payment Terms: Net 10 Days	Due Date: 1/14/21
Sales Rep ID: Cook	Shipping Method: UPS Ground	Ship Date:	Ship Date:
Quantity: 1.00	Item: GMA Annual 4J's	Description: Four J's Annual Maintenance Contract for the Period 1/1/21 - 12/31/21 - 2 Licenses	Unit Price: 190.00 Amount: 190.00
Subtotal		190.00	
Sales Tax		190.00	
Invoice Amount		190.00	
Payment/Credit Applied		190.00	
TOTAL		190.00	

Check/Credit Memo No:

WARICK COUNTY, INDIANA
Governmental Unit
Thursday, November 5, 2020

ACCOUNTS PAYABLE VOUCHER REGISTER

Notes: (1) Use both sides of form if needed. Signatures of Treasurer, Auditor, County Clerk, and County Commissioners are required on all vouchers. Vouchers are payable only to vendors who have been approved by the Board of Commissioners. Vouchers are not to be used for any other purpose. Vouchers are not to be used for any other purpose. Vouchers are not to be used for any other purpose.

Filed	Name of Claimant	Department	Amount of Voucher	Amount Allowed	Warrants	Certified
	SHERIFF	1000-0005	\$ 83,918.90			
	CENTRAL DISPATCH	1000-0303	\$ 16,437.80			
	JAIL	1000-0380	\$ 30,749.41			
	Total		\$ 131,106.11			

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.

Thursday, November 5, 2020
Debbie Sivana, Fiscal Officer

ALLOWANCE OF VOUCHERS (6-11-0-2) permits the governing body to sign the accounts payable voucher register, consisting of one (1) page, and except for vouchers are not allowed to be shown on the register such vouchers are allowed in the total amount \$ 131,106.11

Don Saklay
Don Saklay, County Commissioner

Robert Johnson
Robert Johnson, County Commissioner

Terry Phillips
Terry Phillips, County Commissioner

WARICK COUNTY, INDIANA
Governmental Unit
Friday, October 23, 2020

ACCOUNTS PAYABLE VOUCHER REGISTER

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Filed	Name of Claimant	Department	Amount of Voucher	Amount Allowed	Warrants	Certified
	CLERK	1000-0001	\$ 10,000.00			
	AUDITOR	1000-0002	\$ 10,000.00			
	TREASURER	1000-0003	\$ 6,000.00			
	RECORDER	1000-0004	\$ 8,000.00			
	SURVEYOR	1000-0005	\$ 11,000.00			
	CORONER	1000-0007	\$ 3,750.00			
	PROBATION	1000-0008	\$ 1,000.00			
	PROBATION ATTORNEY	1000-0011	\$ 1,000.00			
	EXTENSION OFFICE	1000-0012	\$ 2,000.00			
	VETERANS AFFAIRS	1000-0013	\$ 4,743.53			
	COUNTY COUNCIL	1000-0068	\$ 11,378.09			
	COMMISSIONERS	1000-0078	\$ 6,028.31			
	AREA PLAN COMMISSION	1000-0162	\$ 7,133.01			
	COURT HOUSE	1000-0201	\$ 14,472.24			
	SUPERIOR COURT #1	1000-0202	\$ 1,375.00			
	SUPERIOR COURT #2	1000-0203	\$ 1,375.00			
	CIRCUIT COURT-CASA	1000-0204	\$ 3,368.10			
	EMERGENCY MANAGEMENT	1000-0302	\$ 3,588.58			
	JAIL	1000-0380	\$ 30,407.17			
	CHILD SUPPORT	1000-0460	\$ 3,974.77			
	ECONOMIC DEVELOPMENT	1112	\$ 12,602.99			
	HEALTH DEPT	1113	\$ 5,155.01			
	CUM BRIDGE	1126	\$ 2,413.89			
	CUMULATIVE DRAIN	1143	\$ 15,480.97			
	HEALTH DEPT WITH MAIN	1173	\$ 13,855.09			
	HIGHWAY DEPT.	1178-0630	\$ 11,693.22			
	HIGHWAY DEPT.	1178-0631	\$ 2,333.76			
	HIGHWAY DEPT.	1178-0804	\$ 7,028.78			
	HIGHWAY DEPT.	1181	\$ 325.50			
	PLAT	1186	\$ 2,141.33			
	RECORDS PERPETUATION	1197	\$ 10,813.04			
	STORMWATER MANAGEMENT	1211	\$ 384.50			
	CAL CIRCUIT COURT	1215	\$ 12,827.80			
	PARKS DEPT.	1224	\$ 5,485.76			
	PROPERTY REASSESSMENT	2000	\$ 893.89			
	SUPERIOR #1/CIRCUIT PROBATION	2600	\$ 1,000.01			
	PRETRIAL DIVERSION	2601	\$ 1,000.01			
	COMMUNITY CORRECTIONS	4901	\$ 1,894.08			
	COMMUNITY CORRECTIONS	4902	\$ 1,894.08			
	DUPLICATE INCOME	8075	\$ 3,076.42			
	VOCA	8076	\$ 1,166.04			
	OFFICE OF PROSECUTING ATT	8085	\$ 2,316.15			
	COURT-TRIB Court	9141	\$ 422.76			
	CASA	9141	\$ 422.76			
	Total		\$ 1,344.42			
	Total		\$ 507,521.27			

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Friday, October 23, 2020
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Don Saklay
Don Saklay, County Commissioner

Robert Johnson
Robert Johnson, County Commissioner

Terry Phillips
Terry Phillips, County Commissioner

ADULT COMM BASED SUP - DC | 0210 | Total \$ 1,344.42 |

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Don Saklay
Don Saklay, County Commissioner

Robert Johnson
Robert Johnson, County Commissioner

Terry Phillips
Terry Phillips, County Commissioner

DATE: 10/26/2020

SALES AGREEMENT

BOYD CAT

Subject to the terms and conditions set forth herein, the undersigned hereby agree to purchase the equipment described herein for the purpose of use in the business of the undersigned. The undersigned hereby agrees to pay for the equipment as set forth herein and to accept the equipment as delivered. The undersigned hereby agrees to hold the equipment as delivered in good faith and to defend, maintain, and protect the same against all claims, suits, actions, damages, and liabilities, including reasonable attorney's fees, incurred by the seller in connection with the sale of the equipment. The undersigned hereby agrees to hold the equipment as delivered in good faith and to defend, maintain, and protect the same against all claims, suits, actions, damages, and liabilities, including reasonable attorney's fees, incurred by the seller in connection with the sale of the equipment.

BOYD CATERING
 1000 W. STATE ST.
 INDIANAPOLIS, IN 46202
 PHONE: 317-542-1111
 FAX: 317-542-1112

CUSTOMER: [] NEW [] USED
 MAKE: CATERER
 MODEL: []
 YEAR: 2021

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED: []
 MAKE: [] MODEL: [] YEAR: []
 SERIAL NUMBER: []
 WEIGHT: []
 DIMENSIONS: []
 COLOR: []
 FINISH: []
 OPTIONS: []
 TRADE-IN EQUIPMENT: []
 MAKE: [] MODEL: [] YEAR: []
 SERIAL NUMBER: []
 WEIGHT: []
 DIMENSIONS: []
 COLOR: []
 FINISH: []
 OPTIONS: []

SELLER'S WARRANTY: []
 MAKE: [] MODEL: [] YEAR: []
 SERIAL NUMBER: []
 WEIGHT: []
 DIMENSIONS: []
 COLOR: []
 FINISH: []
 OPTIONS: []

TERMS OF SALE: []
 MAKE: [] MODEL: [] YEAR: []
 SERIAL NUMBER: []
 WEIGHT: []
 DIMENSIONS: []
 COLOR: []
 FINISH: []
 OPTIONS: []

THE ABOVE SHALL NOT CONSTITUTE A CONTRACT UNTIL SIGNED BY AN OFFICER OF THE SELLER AT THE TIME OF DELIVERY OF THE EQUIPMENT. THE TERMS OF THIS AGREEMENT SHALL BE GOVERNED BY THE TERMS OF THE SELLER'S STANDARD TERMS AND CONDITIONS OF SALE, WHICH ARE AVAILABLE AT THE SELLER'S OFFICE OR BY REQUESTING A COPY FROM THE SELLER. THE SELLER'S STANDARD TERMS AND CONDITIONS OF SALE SHALL BE A PART OF THIS AGREEMENT. THE SELLER'S STANDARD TERMS AND CONDITIONS OF SALE SHALL BE A PART OF THIS AGREEMENT.

SELLER: BOYD CATERING
 BUYER: []
 DATE: []

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