

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING

REGULAR SESSION
COMMISSIONERS MEETING ROOM

107 W. Locust Street, Suite 303

Boonville, Indiana

November 14, 2022

4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

**AREA PLAN COMMISSION
REQUEST FOR EXTENSION
LEXINGTON SUBDIVISION – FIRST FEDERAL BANK**

Commissioner Terry Phillippe: The first area, I'm sorry, first order of business is Area Plan.

Molly Barnhill: Okay. We have a few Requests for Extension. First one's Lexington Subdivision by First Federal Bank by Michael Carter SVP. We're holding two (2) letters of credit. One (1) for drainage at forty-four-seventy-five (\$4,475.00). One (1) for streets at thirty-four-fifty (\$3,450.00). Requesting a one-year extension at the same dollar amount on both letters. They've had sixteen (16) years. And this letter, these letters expire on December 3, 2022.

Commissioner Terry Phillippe: Michael, do you have anything else to add there?

Michael Carter: This was the inherited property. So, but yeah, just work on trying to clean up every area to submit all at once. Have some here the last month so, yeah, just hopefully get this wrapped up within a year's time.

Commissioner Terry Phillippe: Bobby, everything good from your standpoint?

Bobby Howard: Yeah, the dollar amounts are sufficient.

Commissioner Terry Phillippe: I'll entertain a motion.

Commissioner Dan Saylor: Motion to approve.

Commissioner Bob Johnson: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Michael Carter: Thank you.

Commissioner Terry Phillippe: Thank you.

(Lexington-First Federal-Extension is located on File in the Auditor's Office)

LEXINGTON SUBDIVISION – NIAM HOMES

Molly Barnhill: Our next item is Lexington Subdivision by Niam Homes, LLC by Kush Patel. We're holding one (1) letter of credit for twenty-five thousand six hundred thirty-six and eighty cents (\$25,636.80) for sidewalk construction. They're requesting one (1) year at the same amount and they've had sixteen (16). This one (1) expires December 3, 2022 and the County Engineer signed off that the dollar amount would be sufficient.

Commissioner Terry Phillippe: Bobby, anything else?

Bobby Howard: My only concern, I believe that Molly pointed out, showed me today, there are fourteen (14) vacant lots out there at this time. So, with that being the case, I recommend extension. If there were no more vacant lots that would be one thing but...

Commissioner Dan Saylor: So, there's fourteen (14) still?

Bobby Howard: Yeah.

Commissioner Terry Phillippe: Alright. I'll entertain a motion.

Commissioner Dan Saylor: I'll make a motion to extend the letter of credit.

Commissioner Bob Johnson: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

(Lexington-Niam Homes-Extension is located on File in the Auditor's Office)

OAK PARK

Molly Barnhill: Next up is Oak Park, Oak Park Development, LLC by Dan Buck, Manager. We're holding a letter of credit for eight thousand six hundred and eighty and sixty-five cents (\$8,680.65) for street and drainage construction. They're requesting one (1) year the same amount and they've had six (6) years. This letter of credit expires December 3, 2022. And I do have the Surveyor's signature on the drainage construction, dollar amount; and the County Engineer's signature on the dollar amount for streets.

Commissioner Terry Phillippe: Bobby? Anything else?

Bobby Howard: No. I believe they're actively working towards the punch list items.

Jim Morley, Jr.: Yeah. They've done some of the work, but we didn't reduce the letter of credit. We just rolled it over. But, they have done some of the work already. Some of the grading work, now, will be a little slower just because it's hard to plant grass right now. But, they did, they've been, have been chipping away.

Bobby Howard: I'd recommend approval.

Commissioner Dan Saylor: Make a motion to approve the extension.

Commissioner Bob Johnson: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

Jim Morley, Jr.: Thank you.

(Oak Park Extension is located on File in the Auditor's Office)

REQUEST FOR RELEASE OF SURETY GATEWAY PLACE SECTION 1

Molly Barnhill: We have one (1) Request to Release Surety for Gateway Place, Section 1. It's the Grimm Brothers by Herbert Graham and Robert Graham. We're holding four thousand one hundred five dollars (\$4,105.00) in escrow for drainage construction. They've had five (5) years. This expires December 15, 2022. And the County Surveyor has signed off that this construction has been completed.

Commissioner Terry Phillippe: Go ahead, Glen.

Glen Meritt: Glen with Cash Waggner. I don't have anything to add. I think everything's been taken care of.

Commissioner Dan Saylor: So, Phil signed off on it? I make a motion to approve.

Commissioner Bob Johnson: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

Glen Meritt: Thank you.

(Gateway Section 1 Release is located on File in the Auditor's Office)

**STREET CONSTRUCTION PLANS
PP-22-11 STAHL ROAD APARTMENTS**

Molly Barnhill: Our last item are Street Construction Plans. This is PP-22-11, Stahl Road Apartments, PUD, by Indiana Valley, LLC by Mansoor Kahn, Member. This is the one (1) that's been tabled. It was advertised on July 28th. And it's been tabled every two (2) weeks. I believe, I believe, we're good to go now, Bobby?

Bobby Howard: Yeah, the street plans now meet compliance. The Traffic Impact Study indicated that a passing blister was required. And we worked with, within the geometry available, and they have designed one (1) that will meet our specifications.

Commissioner Terry Phillippe: You have something to add to this?

Glen Meritt: No, it's been a work in progress. And, yeah, I think we're ready to move forward.

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

Commissioner Dan Saylor: Make a motion to approve.

Commissioner Bob Johnson: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Glen Meritt: Thank you very much.

Molly Barnhill: Okay. That's all we have.

Commissioner Terry Phillippe: Thank you, Molly.

(PP-22-11 is located on Pages 22 through 24 of these Official Minutes)

**ACTION AGENDA
APPROVAL OF MINUTES
OCTOBER 24, 2022**

Commissioner Terry Phillippe: Next order of business is the Approval of Minutes from the October 24, 2022 meeting.

Commissioner Bob Johnson: Make a motion to approve.

Commissioner Dan Saylor: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

**COUNTY ADMINISTRATOR
CONSENT AGENDA
CERTIFIED CLAIMS – NON-CERTIFIED CLAIMS – PAYROLL
PIGEON VALLEY ROAD DRIVEWAY RELOCATION
PRIORITY ONE INSPECTIONS – DECLARATION OF SURPLUS FOR SHERIFF
HEALTH DEPARTMENT INDEPENDENT CONTRACTOR AGREEMENT
CLERK'S MONTHLY REPORT – DECLARATION OF SURPLUS FOR COMMISSIONERS**

Commissioner Terry Phillippe: Next order of business is our County Administrator.

Heather Soberg: Thank you, Mr. President. Only item I have on the agenda tonight is the Consent Agenda. And those items on that agenda include the County Auditor Claims Voucher Report dates 10-26-(2022) through 11-15-(2022) and payroll dates 11-07-(2022) and 11-04-(2022). The 3341 Pigeon Valley Road relocating the approved driveway location. Priority One and Fire Security fire extinguishers and fire signs inspections. Surplus declaration of computers and monitors. And that is eighty-three (83) computers and thirty-one (31) monitors. And we have the serial numbers on all of those items. The surplus declaration of Sheriff's vehicle 2018 Chevy Tahoe. The last four (4) the

VIN being three six (36), sorry the last six (6) of the VIN ending 365689. The Health Department contract with Christine Crowe. The Clerk's Monthly Report dated September, 2022. And the direct...declaration of surplus status for various old office furniture and a piano. And that is the entire Consent Agenda.

Commissioner Bob Johnson: Make a motion to approve the Consent Agenda.

Commissioner Dan Saylor: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

(Certified Claims are located on Pages 24 through 28 of these Official Minutes)

(Non-Certified Claims are located on Page 28 of these Official Minutes)

(Payroll is located on Page 16 of these Official Minutes)

(Priority One Agreement is located on Pages 16 through 19 of these Official Minutes)

(Christine Crowe Contract is located on Pages 19 through 20 of these Official Minutes)

(Clerk's Monthly Report is located on File in the Auditor's Office)

COUNTY ATTORNEY
APPROVE FINAL CHANGES TO INTERLOCAL AGREEMENT WITH INDOT
EPWORTH AND STATE ROAD 66

Commissioner Terry Phillippe: Next order of business is County Attorney.

Todd Glass: Thank you, Mr. President. The first item of three (3) that is on the agenda is to approve final changes to the Interlocal Agreement between the County and INDOT on the Epworth and State Route 66 Interchange upgrade. You previously approved that contract on October 24th. But, continued negotiations led by the Department of Economic Development resulted in the removal of certain disputed provisions that the County had in the contract. INDOT agreed to the removal of those provisions, including the removal of required indemnification from the County to INDOT and other parties. So, those were finally removed, signed by the Commissioners last week. But, in the interest of transparency, I just recommend that I bring those modifications to your attention and that you would approve those by agreement and approve your signing of the contract in the interim.

Commissioner Terry Phillippe: Very good. Great work on everyone's part.

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

Commissioner Dan Saylor: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Todd Glass: Thank you. And we sent that up to Mr. Fowler and it's getting the rest of the signatures.

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

ST. VINCENT/EMS SERVICE CONTRACT

Todd Glass: Also, Mr. President, we need to bring forward the amended and restated Emergency Medical Services Agreement to the agenda. This is with St. Vincent/Warrick EMS. Continued negotiations have been ongoing regarding the continuation of services for the entire County. An increase in ambulance fleet services in the final terms for payment have been added for year one (1) which would be in 2023. It would be a total of one million dollars (\$1,000,000.00) less the already scheduled payments. So, it's a prorated provision. And then it goes up to one point five million (\$1,500,000.00) in year two (2) and one point five million (\$1,500,000.00) would be applicable for years two (2) through year ten (10) on the ten (10) year contract. So, with those final edits that I think you've been well aware of the negotiations and the status of those negotiations, throughout the process, that is the final edit ready for a final approval and signature by the, yes, President of the Board by motion.

Commissioner Terry Phillippe: Very good. Any comments are welcome, otherwise, I would entertain a motion.

Commissioner Bob Johnson: Make a motion to approve the amended and restated emergency medical services agreement.

Commissioner Dan Saylor: I'll second that.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Todd Glass: Thank you.

(St Vincent/Warrick EMS Contract is located on File in the Auditor's Office)

INDEPENDENT CONTRACTOR AGREEMENT – DEBBIE BENNETT-STEARSMAN

Todd Glass: And lastly on my agenda, presenting to you a slight amendment to the Independent Contractor Agreement between Warrick County, Indiana, and Deborah Lynn Bennett-Stearnsman as the Warrick County Grants Administrator. Changing the contract to an annual calendar term, yearly calendar term, from January 1st to December 31st beginning next year with automatic renewals unless terminated sixty (60) days in advance.

Commissioner Bob Johnson: Make a motion to approve the contract.

Commissioner Dan Saylor: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

Todd Glass: Thank you. That's it.

Commissioner Terry Phillippe: Thank you.

(Debbie Bennett-Stearnsman Contract is located on Pages 20 through 22 of these Official Minutes)

**COUNTY ENGINEER/HIGHWAY
DISTRICT 1 HIGHWAY FACILITY
CHANGE ORDER 1**

Commissioner Terry Phillippe: Okay. Let's see here. Apologize everyone; I lost my place. Next order of business, County Highway Superintendent/Engineer.

Bobby Howard: Yeah, thank you. The first item I have is for the District 1 Highway and Storm Water garage, Change Order #1. This is a change order to increase the concrete depth in the base per, from what the plans called for. The, add some insulation under the floor slab, underground plumbing to the north side of the building, because the sewer is being installed. They are now in an adjacent subdivision. Access control hardware, additional fencing around the site, additional service for the transformer location, additional fencing on the ridge and column chase for the offices and that totaled ninety-seven thousand three hundred thirty-seven dollars (\$97,337.00). And then there were two (2) deducts, reduced the rebar in the floor slab for twenty-nine hundred dollar (\$2,900.00) deduct. And acoustical ceiling tile, fifteen hundred dollars (\$1,500.00) deduct for a final total of ninety-two thousand nine hundred thirty-seven dollars (\$92,937.00). These were all brought up in our bi-weekly meetings and I recommend approval of this change order.

Commissioner Terry Phillippe: So, is this independent of...

Bobby Howard: Yes, Sir.

Commissioner Terry Phillippe: Okay. I'll entertain a motion for Change Order #1.

Commissioner Dan Saylor: Bobby, that concrete depth, that was, that was increased from the get go, right?

Bobby Howard: Yes.

Commissioner Dan Saylor: But, this is after the...

Bobby Howard: Yes, we've never formally and now...

Commissioner Dan Saylor: So, this is nothing really new. It's just...

Commissioner Bob Johnson: Are there any more surprises?

Bobby Howard: There should be some things that come out of it. Well, you should have a Change Order #2 with some more deducts.

Commissioner Dan Saylor: Yeah, this was the original on the concrete it was, that's, that's the big item in there, isn't it, Bobby?

Bobby Howard: The fencing.

Commissioner Dan Saylor: And the fencing, yeah. Which, okay.

Bobby Howard: And that was due to the berm location not being on the property lines. So, by increasing the fencing, we were able to utilize more space in the lot.

Commissioner Dan Saylor: I make a motion to approve the Change Order #1.

Commissioner Bob Johnson: I'll second it.

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

Commissioner Dan Saylor: Aye.

Commissioner Terry Phillippe: Aye.

Commissioner Bob Johnson: Aye.

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

Bobby Howard: Thank you.

(District 1 Facility Change Order #1 is located on File in the Auditor's Office)

DANCO OCTOBER PAYOUT

Bobby Howard: The next items I have is the October payout for Danco Construction. And on this, I had some questions for the architect because he had signed off on this. But, I had some questions related to the retainage. And I would ask that we table this at this time.

Commissioner Dan Saylor: Make a motion to table.

Commissioner Bob Johnson: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

Commissioner Terry Phillippe: Aye.

Commissioner Dan Saylor: Is it going to be to the 28th meeting, Bobby?

Bobby Howard: Yes.

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

SALES AGREEMENT WITH BOYD CATERPILLAR WHEELED EXCAVATOR

Bobby Howard: And then I have one (1) more item, quickly, the Sales Agreement with Boyd Caterpillar. We were looking at a District 3 wheeled excavator so that all three (3) Districts will have the same excavator that replaces our Gradalls. And we have the Sourcewell quote for that excavator at a total of two hundred sixty-five thousand one hundred thirty-five dollars and sixty-six cents (\$265,135.66). And I would ask for approval of this sales agreement.

Commissioner Terry Phillippe: I believe you're keeping the Gradall?

Bobby Howard: I'm keeping one (1) Gradall. We have three (3).

Commissioner Terry Phillippe: This is for everybody, right?

Bobby Howard: Yes, keeping that as a tool in the tool box, but these wheeled excavators have, have shown their worth, especially at a lesser cost than the Gradalls have been.

Commissioner Terry Phillippe: I'll entertain a motion.

Commissioner Bob Johnson: So moved.

Commissioner Dan Saylor: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

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

Commissioner Terry Phillippe: Thank you, Bobby.

(Boyd Caterpillar Service Agreement is located on File in the Auditor's Office)

**COUNTY ACQUISITION ADMINISTRATOR
OPEN SEALED BIDS FOR WARRICK COUNTY 2023 BITUMINOUS CONTRACT**

Commissioner Terry Phillippe: Next order of business is our County Acquisition Manager.

Sherrie Sievers: Sherrie Sievers, Warrick County Acquisition Administrator. Pursuant to Indiana Code 36-1-12-4 on October 6th we issued three (3) invitations to quote for County Bituminous Contract and then we had a request as well. I have received four (4) invitations to quote and I'll pass those out to you all. So, a couple of things, with the Commissioners permission, I would like to open each one (1) to verify that all four (4) bids are in fact sealed bids. And I'd like to announce who they're from and where they're located. Since there is such a large volume of individual prices, there's a total of fifty (50) prices that they have to list each, rather than read them separately and keep you here all evening, I would ask the Commissioners to take them under advisement giving Bobby and myself a chance to evaluate them. Since we are in, if you agree to that, I would also ask that we have the bids...

Bobby Howard: On display.

Sherrie Sievers: On display this evening for the vendors that are here since it is public record so that they can, and I'm happy to stay after make copies or whatever of course with the, the attorney's permission on that as well. So, go ahead and open?

Commissioner Terry Phillippe: Yes, Ma'am.

Sherrie Sievers: Okay. And again, because there are so many numbers, I'll just read who it's from. Okay, and then we'll have time to go over it. And I'm reading them in the order that we received them. The first one (1), I just opened this sealed bid and it is from Flynn Brothers, and they are out of Louisville, Kentucky. Our second one (1) received is E&B Paving and they are out of Evansville. Our third one (1) we received is from Metzger Construction out of Boonville. And then our third one (1) is from JR...JH Rudolph out of Tell City.

Commissioner Dan Saylor: Is that the third one (1) or fourth one (1).

Sherrie Sievers: I'm sorry, that's the fourth one (1).

Commissioner Dan Saylor: Okay.

Sherrie Sievers: So, what I'm needing then for the Commissioners then, if, your permission or your approval to give Bobby and myself a chance to list all of the prices and announce the award at the next meeting.

Bobby Howard: So, just take it under advisement.

Commissioner Terry Phillippe: Very good. Counsel, do we need...

Todd Glass: Yes. The ideas is you'll bring this back to the next meeting for them to take action on the open bids.

Sherrie Sievers: Right, right.

Todd Glass: Thank you.

Sherrie Sievers: And then can we, in, for the vendors that are here that would like to see the other bids, would it be okay for them to review those after the meeting this evening?

Commissioner Terry Phillippe: Of course.

Sherrie Sievers: Thank you.

Commissioner Bob Johnson: Make a motion to take the bids under advisement, pending approval from our Purchasing Agent and Highway Department.

Commissioner Dan Saylor: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Sherrie Sievers: Thank you, Commissioners.

COUNTY GRANTS DEVELOPMENT DIRECTOR REVIEW AND APPROVAL OF GRANT PROGRAM CONTRACTS

Commissioner Terry Phillippe: Excuse me. Next order of business is our Grants Development Director. Look at that stack, Bob.

Debbie Bennett-Stearnsman: I wanted to show them to Bob so he could be prepared. Debbie Bennett-Stearnsman, Warrick County Grants Development Director. First of all, thank you for your confidence in renewing my contract for the next year. I really appreciate it and I enjoyed working with Warrick County.

Commissioner Bob Johnson: We appreciate you.

Debbie Bennett-Stearnsman: Thank you. I've got several things on the agenda tonight. I'm going to take the Items 1, 3, 4, and 5 first because basically they're all contracts and/or proposals to be approved by the Commissioners. I'm assuming I will do these one (1) at a time. Okay, so the contracts are all in that stack over there. I'll leave them with you to sign later. But, I made files for each one (1). I'm not gonna give you how much they are. The first one (1) is between Warrick County and Tri-State Food Bank for twenty-four thousand dollars (\$24,000.00) and this is for additional food at the food bank. I'm sorry, I need to tell you first. The first ten (10) that I'm going to talk about are from the ARPA Competitive Grant Program. So, the first is Tri-State Food Bank and it's for twenty-four thousand dollars (\$24,000.00). These were already approved by the Commissioners. Do I approve them each time...just read each one (1) of them?

Todd Glass: You said there's ten (10) of them, right?

Debbie Bennett-Stearnsman: Yeah, and three (3) others. Three (3), do the ten (10) first.

Todd Glass: Just (inaudible).

Debbie Bennett-Stearnsman: Okay. The second one (1) is between Warrick County and Ohio Township Trustee for five hundred thousand dollars (\$500,000.00) and that is for new park at Vann Road. The next is between Warrick County Commissioners and Tri-Cap. That's for fifty thousand dollars (\$50,000.00) and it's for Head Start improvements. The next is between Warrick County and Tri-Cap for (\$50,000.00) and that is for new technology and security at Tri-Cap. The next is between Warrick County and Warrick Resource Center for seventeen thousand dollars (\$17,000.00) and that is for essential supplies to be distributed in the community. The next is WESK and that is for twelve thousand dollars (\$12,000.00) and that is for food for the, the food kitchen that is rent, that is under operation of WESK. The next is Pigeon Township Regional Sewer District, five hundred thousand dollars (\$500,000.00) for sewer improvements. The next is the Boonville Country Club, forty-seven thousand dollar...forty-seven thousand nine hundred and forty-nine dollars (\$47,949.00). And that is for a cart sanitizing system. The next is between Warrick County and Habitat of Warrick County for two hundred twenty-five thousand (\$225,000.00). And that is for new housing assistance. And the last of this group is between Warrick County and Boonville NOW for thirty thousand dollars (\$30,000.00). And that is for the Director of the Boonville NOW Downtown Organization. So, those ten (10) are in one (1) grouping.

Commissioner Dan Saylor: I thought we already approved these?

Debbie Bennett-Stearnsman: You have to approve the contracts. They each have to enter into a contract. I'm sorry, these are the contracts between, that give the requirements of the grant program, the reporting, the draws of funds, and then we also collect their W-9 liability insurance listing Warrick County, ACH, etcetera with them.

Commissioner Dan Saylor: Oh.

Todd Glass: And these are contracts that have already been (inaudible) what is in the contract.

Debbie Bennett-Stearnsman: Yeah, you prepared, correct.

Commissioner Dan Saylor: What was the amount for the Tri-State Food Bank?

Heather Soberg: Twenty-four thousand (\$24,000.00).

Debbie Bennett-Stearnsman: Twenty-four thousand (\$24,000.00).

Commissioner Dan Saylor: Thank you.

Commissioner Terry Phillippe: So, Counsel, can we approve these all in bulk?

Todd Glass: Make a motion to agree to enter into each one (1) of the listed contracts and approve.

Commissioner Bob Johnson: So moved.

Commissioner Dan Saylor: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

(All Approved ARPA Contracts are on File in the Warrick County Grants Department)

APPROVAL OF ARPA LOST REVENUE FUNDING

Debbie Bennett-Stearnsman: Okay, the next is number three (3), the Approval of the LDV Notice to Proceed for the new Mobile Command Unit. It's giving LDV the authority to proceed with the manufacturing of the unit. The unit was five hundred thirty-four thousand three hundred fifty-six dollars and thirty-eight cents (\$534,356.38). This was from the ARPA Lost Revenue Funding that was approved by the County. And this is just a notice to proceed so they can start. And I've already forwarded that to the, to Counsel prior. Number two (2) is a proposal with Metzger and that is for paving at Solid Waste for two hundred nineteen thousand three hundred thirty-five dollars and seventy cents (\$219,335.70). This, again is from the ARPA Lost Revenue Funding. And this is under the original proposed amount of two hundred fifty-eight thousand dollars and... two hundred fifty-eight thousand forty-two dollars (\$258,042.00). And that is also a proposal which needs to be signed. And the last is a contract with picked, picked, Pictometry International for the Assessor's Office. It is a four (4) year contract for three hundred sixteen thousand nine hundred ten dollars (\$316,910.00). And that's also out of the ARPA Lost Revenue. And that is for Pictometry to be used by several different departments throughout the County. All of these were vetted by County Counsel, County Counsel, by the attorney for the County Commissioners and approved. So, that's the last three (3).

Commissioner Terry Phillippe: Very good. So, we're entertaining a motion, a motion for the approval of those three (3) contracts under the Lost Revenue section of funding.

Commissioner Dan Saylor: So moved.

Commissioner Bob Johnson: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

(All Contracts are on File in the Warrick County Grants Department)

REVIEW AND APPROVAL OF ARPA COMPETITIVE GRANT PROGRAM APPLICATIONS

Debbie Bennett-Stearnsman: So, now I'm gonna go back to number two (2), which is the review of the final ARPA Competitive Programming applications. We're going to review them tonight. You can table them, you can approve them, or whatever you want to do. However, you want to handle it. I've got, I previously sent this to you today but I wanted to bring it back so you can refer to it. It's actually a spreadsheet and also explanation of each of the projects that we're going to review tonight. If you look at the spreadsheet in the top in green, they're still nine hundred forty-eight thousand six hundred fifty-one dollars (\$948,651.00) left. The projects will be under, excuse me, the applicants will be on the left, projects in the next column, the recommendation from the core group, what the original ARPA request was, and the last, you'll see that the core group, when they were reviewing these, they made recommendations for less than the amount that was asked for. We followed up with emails to make sure they could still have an impact or do the project with the reduced amount of money. The ones at the bottom, the core group did not recommend for funding. They were all for five hundred thousand dollars (\$500,000.00) but one (1) and we just didn't have enough funding to approve all of them. But, it's your discretion. If you want to move one (1) of them up you could it. I want to make sure you knew that. There are two (2) in yellow and also, there's two (2) in yellow and those two (2) stated that they needed more money than what the core group recommended. And I'll review that when I talk to you. And then, also, there's one (1) other in yellow at the top and that, there's going to be a great reduction in the scope. So, looking at that, any questions right now and we'll start on the projects. Okay, the first one is Park Pals. And that is out of Newburgh. And that's improvements that Lou Dennis Park. The original request was for four hundred eighty-four thousand five hundred fifty-five dollars (\$484,555.00) to build a new shelter house. Make renovations to the existing Scout shelter house that was built in 1975. Configuring the Scout shelter house with electricity and new playground equipment with poured in place surfacing and shaded structures. But also moved the playground near the splash pad which would require earthwork, drainage, and sidewalks. The core group recommended two hundred fifty thousand dollars (\$250,000.00). An email was sent to Park Pals. The response was that the project can move forward with a reduced scope. They will be able to perform the drainage improvements, construct the pavilion, repair the existing shelter house. There would not be new playground equipment with this, but they are having ongoing fundraising to purchase the playground equipment. So, the core group's recommendation for this project was two hundred fifty thousand dollars (\$250,000.00).

Commissioner Terry Phillippe: Guys, I don't know how much chance you've had to review the email from today. I don't know that, I think what I'd like to do this evening just go ahead and read the rest of the projects.

Debbie Bennett-Stearsman: Okay.

Commissioner Terry Phillippe: And then we can, we can talk about all of them.

Debbie Bennett-Stearsman: Sure. The next one (1) is from St. John the Baptist Catholic School. The original request was for two hundred four thousand four hundred forty-three dollars (\$204,443.00) for new lockers and bleachers in the center for over four hundred (400) students to use. The new bleachers are Irwin seating telescopic platform seating for a hundred sixty-six (166). The lockers are Lyon metal lockers for two hundred fifty (250) students. The core group recommended seventy-five thousand dollars (\$75,000.00). We send an email, a follow up email to the administrator and asked if they could still move forward on the project. They stated they would be able to move forward with the project, but would definitely reduce the scope of the project and still make a meaningful impact at St. John the Baptist Catholic School and for the community. They could reduce the scope in a couple of different ways and would be open if there was a preference from the Commissioners. Option 1 would be to just focus on the locker part of the project and utilize the seventy-five thousand (\$75,000.00) grant and increase the match by twenty thousand (\$20,000.00) to pay the remaining balance. Option 2 would be to reduce the locker project by replacing the one (1) longer hallway of lockers and working to fundraise internally or apply for other grants over the next couple of years to do the second hallway on the other side of the building. Option 3 would be to focus on the bleacher project which would be fully funded and then utilize the additional funds for future locker replacement once all of the money has been raised. Again, the core group recommended seventy-five thousand dollars (\$75,000.00). The next one is the Izaak Walton League of America Evansville Chapter, which I believe is located in Warrick County. The original request, request was two hundred eighty-five thousand dollars (\$285,000.00) for updates to the current restrooms at the clubhouse to be accessible for people who struggle with physical mobility. Would also include building a ramp from the parking lot to the clubhouse for disabled persons to have easier access to the facilities. Existing parking areas will be moderately improved while the ramp is being constructed to avoid any requirement of travel over gravel to get to the clubhouse parking lot, clubhouse from the parking lot. The core group recommended two hundred thousand dollars (\$200,000.00). I then contacted Izaak Walton League and ask if they could do the project and make an impact with just the two hundred (\$200,000.00). They stated they would need some serious adjustments but the project could still be completed. The original project was to be a new addition to the current facility with the reduction of the DMN bid of approximately forty-one thousand (\$41,000.00). The current restrooms would just be remodeled. That space only becomes ADA compliant by eliminated part of a storage closet. This remodel would mean that the restrooms will be single occupancy, whereas the original bids would have been two (2) to three (3) persons occupancy each. In addition, the bid for Metzger paving would have to be reduced, would have reduced black blackout areas and considerably less rock for the roads. This would affect the accessibility to some of the areas of the grounds to disabled individuals. This new bid is twenty-seven thousand two hundred eighty-three (\$27,283.00) less than the original bid. The reduced project would bring the ARPA portion of the project down to two hundred thousand (\$200,000.00) and a pledge of fifteen thousand (\$15,000.00) from the Izaak Walton League making a total project of two hundred fifteen thousand dollars (\$215,000.00). Again, the core group's recommendation was two hundred thousand dollars (\$200,000.00). The Town of Chandler, Green Valley Storm Water improvements, the original request was five hundred thousand dollars (\$500,000.00) for improvements to the Green Valley Storm Water infrastructure servicing the Green Valley neighborhood. This would include culvert, street, and ditches. And the Town was putting two hundred thousand (\$200,000.00) of their ARPA funds with this project. Contacted Michael Bell, he is here this evening, to see if they could still make an impact with his project by reducing it to one hundred thousand (\$100,000.00) and they said yes, but there would be a great reduction in the scope. The Town does not have the ability to compensate the difference. The project would be reduced reflect a reduction in budget. The reduced scope of work would address the major needs along Green Valley Drive. The work would need to be adjusted to fit the available funds. They would still be using their two hundred (\$200,000.00). With that the project would not provide the level of service needed to complete the Storm Water Drainage Improvement Project for the neighborhood that includes Les Drive, Illinois and Short Street. The next is the Southwest Indiana Trailheads, school to trail, Warrick County. The original request was four hundred sixty-six thousand one hundred twenty dollars (\$466,120.00) for equipment, material, and labor to construct features for bike parks, specifically Red Dome Bike Park and hire professionals to build features that by park, in the bike parks. The core group recommended two hundred thousand dollars (\$200,000.00). And when asked if they could still move forward with the project, they said they would remove the eight (8) mile trail system from the Lynnville project. They would remove mulch, jumps, signage, and bike repair stations and the project will continue to provide the several same level of impact by offering extremely unique bike pack features for the region. Although very popular, trail systems are much more common than bike park features. We believe that by building the bike park features first, we will bring more attention to the project and significantly increase our chances of receiving a grant award to develop the trail system in the future. Grants for trails are also more common than grants for the bike park features. Again, the core group recommended two hundred thousand dollars (\$200,000.00). Youth First, the original request was five hundred thousand dollars (\$500,000.00) for assistance in helping Warrick County's youngest citizens rebound, rebound from the long-term consequences of COVID 19. These funds will strengthen and sustain Youth First system of care for children in Warrick County ensuring that more people, young people, receive life-saving mental health support and lifelong resiliency skills. The return on this investment will be a stronger future workforce and safer and healthier communities. The core group recommended one hundred thousand dollars (\$100,000.00). When going back to Youth First and asking for the project to move forward they said yes. They will not have the ability to pay the additional required match for the entire project because the entire project, project was two million nine hundred forty-eight dollars... nine hundred forty-eight thousand nine hundred twenty-three dollars (\$2,948,923.00). They did not want to reduce the scope or the budget because they're committing to meeting the mental health needs of Warrick County youth. The scope and budget would remain the same which is the two million...two point nine million (\$2,900,000.00) million and reduced award will require Youth First to work harder to find more funding from other sources in order to meet the needs. With the help of the additional funding from other sources, we will provide the same impact and level of service. Again, one hundred thousand dollars (\$100,000.00) from the core group. The Newburgh Museum, the original request was two hundred ninety-four thousand seven hundred and twenty dollars (\$294,720.00) for feasibility study to successfully complete a qualified market feasibility

study to recommend and determine the feasibility of concept and plan basically where and what architectural design for a new facility, the financial development for the successful capital campaign, and site acquisition. The new center would create a new destination venue on Southwest Warrick County that does not exist. The core group went back to the museum and asked if they would, could get by with eighty thousand dollars (\$80,000.00) which was the recommendation. And their answer was the project cannot move forward alone on eighty thousand dollars (\$80,000.00). But, we have made the following revisions to our application in an effort to modify the extent of the program, while also maximizing the chances for useful outcome to the project. The Newburgh Museum Corporation could not raise the funds needed for the entire project. Part of the project plan was to maintain operations while advancing the proposed project and museum board is retaining full responsibility to raise those necessary operational funds. We've contacted key vendors and worked out a modified plan on a much more restricted budget. The revised project however retains the goal of a highly detailed and professionally produced market feasibility study that modifies the extent of the architectural design and development component. With these significant modifications, we have not been able to trim the budget for the proposed project any further than the amount of one hundred twenty-three thousand five hundred dollars (\$123,500.00). We have negotiated a reduced-price quote of fifty thousand dollars (\$50,000.00) from HBS Consulting for the Market Feasibility Study, which is the most important component of the project. We've assured, been assured by HVS that the end product will be sufficient for maximum utility and project completion. We have worked with Lamar Design to drastically reduce the services they will be providing in the initial phase of the project. Instead of detailed construction architectural design their services will be limited more towards concept development in conjunction with the HVS Consulting. Artistic renderings or preliminary schematic designs only. All these products, however, will have a significant impact on the ability to plan and initiate successful capital campaign with public marketing efforts to recruit community partners to the project. With significant changes to the project scope, it's become imperative for the application to include fifty percent (50%) of the cost of an Executive Director for two (2) years with Newburgh Museum matching the remaining fifty percent (50%). This was not a component of the original grant proposal, but in light of the anticipated reduced grant amount the Board of Directors believes it's a necessary and vital modification to the grant application request in light of the reduced award. Adding the Executive Director component into the project will help guarantee the success of the project in light of the reduced grant award. Specifically adding a part time or full time Executive Director will allow greater success for operational expense recruitment while also utilizing the new Executive Director to spearhead the fundraising and development of the Campbell...capital campaign. It was decided to pull off the initiation of a capital campaign from the proposed original project scope. We will instead make the necessary preparations for the capital campaign as part of the initial phase of this project and concentrate on project development, marketing feasibility, identifying additional revenue sources, and hiring that Executive Director all with the intent of proving project success. And the last one (1) is WESK. You've already awarded WESK money for food. They also asked for a new generator for the kitchen. The amount for the generator was seventy-five thousand three hundred dollars (\$75,300.00). The core group went back and asked if they could get a generator in the neighborhood of fifteen thousand dollars (\$15,000.00) which was their recommendation and the answer to me was, quote, let me suggest the following a reduction in the requested amount to enable other awards. If the grant request is reduced by twelve thousand two hundred fifty dollars (\$12,250.00), and a grant of sixty-two thousand seven hundred fifty dollars (\$62,750.00) is awarded, immediately, WESK would execute the project as proposed. WESK would be, however, WESK, however, would be assuming the risk of cost increases due to a supply or delivery delay. Reducing scope will likely impact adversely WESK's ability to deliver services in the event of emergency operations. If no ARPA grant funding is received, there will be no backup generator purchase and installation in the near, near future. Short answer is ARPA provides grant funds original request seventy-five thousand three hundred (\$75,300.00) minus the management reserve at twelve thousand five hundred fifty (\$12,550.00). Their counter offer is sixty-two thousand seven hundred fifty dollars (\$62,750.00). So, you see the recommendations by the core group. Again, the ones at the top, the ones in yellow where it was, they would require additional funding to actually make the impact that they needed on the project. These projects, I didn't add them up, are over the amount of nine hundred forty-eight thousand six hundred fifty-one dollars (\$948,651.00) that's left in the fund. It's about a million (\$1,000,000.00). I'm sorry, I didn't add all that up. Nine-twenty-five (\$925,000.00) plus ninety-five (\$95,000.00).

Commissioner Terry Phillippe: Bottom line is they're over.

Debbie Bennett-Stearnsman: Yeah, it's over. The core group didn't want to make those decisions of who to cut and not to cut. So, go ahead.

Commissioner Terry Phillippe: Commissioners, I'll entertain any comments or questions. I've got an idea on what I'd like to do and that idea is to maybe think about all these a little more.

Michael Bell: (Inaudible) permission to speak?

Commissioner Terry Phillippe: I...

Debbie Bennett-Stearnsman: He's with the Town of Chandler.

Michael Bell: (Inaudible).

Debbie Bennett-Stearnsman: I think we know what your project is, Sir.

Michael Bell: I know you do. Just...

Commissioner Terry Phillippe: I'll give you one (1) minute.

Michael Bell: I appreciate that. Michael Bell, Storm Water Director, Town of Chandler. And our project is of course urgent and you know that as you've already said. I guess I just like to review the fact that Chandler has made great effort to work on this neighborhood that is in great need. They have spent over sixty thousand dollars (\$60,000.00) in engineering fees. We have spent over thirty thousand dollars (\$30,000.00) just recently in a ditch that is related to this project. We had a retention pond put in just recently and that was over three hundred thousand dollars (\$300,000.00).

And now we're willing to put two hundred thousand dollars (\$200,000.00) of our funding with this. And so, we are able to take care of the worst of this problem with that additional one hundred thousand dollars (\$100,000.00) that we're asking for. We can take care of the worst of our problem down on Iowa Street to Inderrieden and so, we would very much appreciate your help. Thank you for letting me speak for a minute. Thank you very much.

Commissioner Terry Phillippe: Questions/comments? Bob, anything?

Commissioner Bob Johnson: No.

Commissioner Terry Phillippe: Gentlemen, on, my recommendation is I haven't had a chance to do the math on, on these. You know, obviously, as Debbie stated, we're over the amount of money in requests. I would like to ask you...

Commissioner Bob Johnson: Just table it?

Commissioner Terry Phillippe: Ask you to consider to table them for another meeting.

Commissioner Bob Johnson: Sure.

Commissioner Dan Saylor: I agree with that. I can't make a decision like this on the fly.

Commissioner Bob Johnson: Motion to table for, to the next meeting? 28th?

Commissioner Terry Phillippe: 28th.

Commissioner Dan Saylor: 28th.

Commissioner Bob Johnson: 28th of November.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: So, let me ask you a question, Debbie.

Debbie Bennett-Stearsman: Sure.

Commissioner Terry Phillippe: At that meeting, if we were able to essentially hand you a spreadsheet back that said, you know, each of us say, here's our thoughts, could you compile that?

Debbie Bennett-Stearsman: Sure.

Commissioner Terry Phillippe: And have that ready for next meeting?

Debbie Bennett-Stearsman: Absolutely. And I'm hoping for any questions in the meantime that you have on the projects. And again, I have all the applications if anybody wants to see the applications as well. But, yes, I can do that for you.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

Commissioner Terry Phillippe: Aye. Motion carries three, zero (3-0). Thank you very much. That's a lot of talking.

WARRICK BUCK ADDITIONAL APPROPRIATION

Debbie Bennett-Stearsman: I've got one more thing. Hold on, you're not done yet. Most important. I'm coming to ask for additional appropriation for the Warrick Bucks program. If you recall back in July, a program was developed to infuse dollars from the ARPA Loss Revenue category to help small businesses in the community and this would be in addition to the other funding that the County has helped small businesses with, with grants and other things from the COVID Cares Funds. This program would be where a buyer would purchase up to a hundred dollars (\$100.00) of a MasterCard on the Yiftee site and the Warrick Bucks would be on there would match dollar for dollar the amount of funding the buyer buys. They can do any category from zero (\$0) to a hundred dollars (\$100.00). And when we, the core group originally met with Steve Roelle from Economic Development and it was all very new, they weren't certain about how successful the program would be. So, they recommended to the Commissioners two hundred fifty thousand dollars (\$250,000.00) as seed funds to start the program. If the program was successful, come back with an additional two hundred fifty (\$250,000.00) to be considered for a total of five hundred thousand dollars (\$500,000.00). If the Commissioners agreed to that, that would put a grand total of a million dollars (\$1,000,000.00) into the small businesses of Warrick County. We launched this week ago, I think it was, and the first was fifty thousand dollars (\$50,000.00). It was gone in less than forty-eight (48) hours. So, we asked for another hundred thousand (\$100,000.00) trying to put it in so it gives people another chance. That went in three (3) days later, I think. That was gone in forty-eight (48) hours. Now, the final one hundred thousand (\$100,000.00) of the original two hundred fifty thousand (\$250,000.00) I think a claim was submitted today by the Commissioners and should be deposited sometime this week. And I again, if history repeats itself, would expect that hundred thousand dollars (\$100,000.00) to sell out within forty-eight (48) hours. So, that would, all of that funding would put five hundred thousand dollars (\$500,000.00) in funds to help the small businesses. I have personally visited with twenty-one (21) merchants when I took the program out and was explaining it and they could not believe how good it was and it was too good to be true. And of

course, they tested it a little bit and I got the emails and we had a team of people going out. And now we have, at the back of the sheet I gave you, there's a list of merchants that have registered at this time. That is continuing to grow because the program right now is closed until the next hundred thousand (\$100,000.00) goes in. The good things for the merchants, the small businesses, is when they register to be in the program, if you've gone on Yiftee or have not got on Yiftee, I would advise you to do that and go to Warrick Bucks, you can see a map of Warrick County where each of the merchants are located. They also get their websites attached to their name and their phone number. It's a great publicity and marketing tool for the small businesses. And they also, as we are getting information back from Yiftee, we'll be able to see where these bucks were spent. You know where they spent over the Five and Dime, where they spent down at Flutter in Newburgh, where they were. There is a snapshot and, a snapshot of what I gave you of a, just a synopsis of one (1) day where the funding was spent. Let me see here. It's on the results page, like this, it's kind of hard to read but you can see how many people, how many cards, where they're spending them at, and that was just the very first week that we, we started it. So, due to the success, I'm back asking for another two hundred fifty thousand dollars (\$250,000.00) for the balance of the five hundred (\$500,000.00). and I believe that Steve Roelle and the team will probably revisit how we'll release, you know, the funding or if we need any changes to the parameters in order to make sure the funding lasts a little bit longer unless you want to give more. But, we also are going to do a press release or some type of a press option to the public about the next two-fifty (\$250,000.00) and also discuss the success of the past two-fifty (\$250,000.00) by visiting merchants and talking to people that have actually gone online, bought the cards. I don't know what date this is. We'd certainly want the Commissioners involved. But, I'm waiting for Steve Roelle to get back so we can coordinate that. So, my ask is two hundred fifty thousand dollars (\$250,000.00). And if you have questions.

Commissioner Terry Phillippe: I don't think so. (Inaudible) my opinion. So, I know this has been extremely popular, clearly, based on what you just told us. I just counted up the businesses that are registered. If I can count, there's forty-four (44) businesses registered and I know we'll probably have more because this thing's moving fast.

Debbie Bennett-Stearsman: I think that was through 11-14-(2022), or last Friday, Terry, I'm sorry.

Commissioner Terry Phillippe: Yep. I think if we were to grant this two hundred fifty thousand (\$250,000.00) today, that that would total one point two-five million (\$1,250,000.00) that we have allocated to small businesses.

Debbie Bennett-Stearsman: Through the course of when COVID began, yes, until now. Just in Warrick County, not including the other communities in Warrick County.

Commissioner Terry Phillippe: Right. I know there's a comment in here about spreading it out a little thinner. In other words, not necessarily dollar for a dollar match up. I definitely would like to see this money go through peak shopping season, which I believe was the day after Thanksgiving.

Debbie Bennett-Stearsman: Yeah. Black Friday.

Commissioner Terry Phillippe: Can you confirm that?

Commissioner Dan Saylor: Hum?

Commissioner Terry Phillippe: Can you confirm that?

Debbie Bennett-Stearsman: When will you be going shopping, Dan?

Commissioner Dan Saylor: For my wife, peak is every day. My wife even heard about this program and wanted to participate in it. However, she, it's the first time she's ever used a coupon or wanted to save money. So, I thought it was real, that was a success.

Debbie Bennett-Stearsman: It's a win-win for everybody.

Commissioner Dan Saylor: If she's watching, I probably won't get dinner tonight.

Commissioner Terry Phillippe: You'll be in trouble.

Debbie Bennett-Stearsman: It's amazing...

Commissioner Dan Saylor: I had to mention that.

Debbie Bennett-Stearsman: How quickly, that's why we thought with this last funding, if, if somehow we could release it in spurts where we could make sure it lasts through at least the week before Christmas. Otherwise, it's all gonna be gone another week. It's just crazy.

Commissioner Terry Phillippe: Yeah, I, I was, I was amazed at how fast the first money went. Yeah. So, just my comments on how, how successful it is, I thought it'd be a great program but wow.

Debbie Bennett-Stearsman: Steve Roelle's brainchild, so, thank him.

Commissioner Dan Saylor: You know, to me, can't we release it in, you know, in week, in weeks increments, you know, or just...

Commissioner Terry Phillippe: I like, I like, it's not my call, but I like the fifty thousand (\$50,000.00) at a time.

Commissioner Dan Saylor: Fifty-fifty-fifty (\$50,000.00-\$50,000.00-\$50,000.00) and that will put a...

Commissioner Terry Phillippe: Maybe we could bump down the dollars for dollar amount match to fifty cents (\$0.50) for a dollar (\$1.00) or something like that.

Debbie Bennett-Stearnsman: You don't have to decide that tonight. We will discuss and accept ideas, the core group, Steve's team, and you, in the next week. Hopefully come up, if you approve it, with a plan of how we can tweak it a bit to make it last a little longer.

Commissioner Dan Saylor: I know in talking with Steve, he's, he's wanting to, you know, extend this and try to seek private, some private donations to, you know, to help fund it. He's got some big ideas.

Commissioner Terry Phillippe: I'll entertain a motion.

Commissioner Bob Johnson: Make a motion to approve the extra funding for the Warrick Bucks.

Todd Glass: In what amount? Two-fifty (\$250,000.00)?

Commissioner Bob Johnson: It's two-fifty (\$250,000.00) wasn't it?

Commissioner Terry Phillippe: Two hundred fifty (\$250,000.00).

Debbie Bennett-Stearnsman: Two-fifty (\$250,000.00).

Commissioner Dan Saylor: So, is that going to go on one (1) or do we have...

Commissioner Bob Johnson: They will discuss it.

Commissioner Dan Saylor: Okay, okay. Second. Okay, alright.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Debbie Bennett-Stearnsman: We will report back to you how the changes are.

Commissioner Terry Phillippe: Thank you.

Debbie Bennett-Stearnsman: Okay, thank you so much for your patience.

COMMISSIONER ITEMS FOR DISCUSSION

Commissioner Terry Phillippe: Any other items for discussion?

Commissioner Dan Saylor: I have none.

Commissioner Bob Johnson: None.

Commissioner Terry Phillippe: I'll entertain a motion.

Commissioner Bob Johnson: Motion to adjourn.

Commissioner Dan Saylor: Second.

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

Commissioner Bob Johnson: Aye.

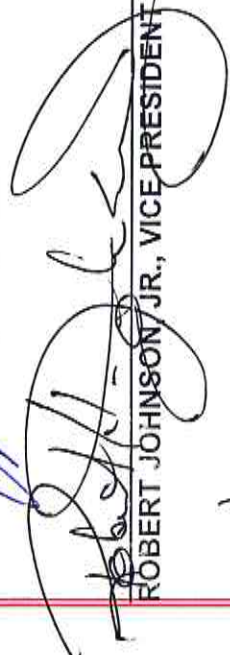
Commissioner Dan Saylor: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:54 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS


TERRY PHILLIPPE, PRESIDENT


ROBERT JOHNSON JR., VICE PRESIDENT


DAN SAYLOR, MEMBER

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

Minutes transcribed by Kristine Georges

ACCOUNTS PAYABLE VOUCHER REGISTER

WARRICK COUNTY, INDIANA
COMMUNITY JAIL

Month: 11/2022

Item	Description	Amount	Month	Comments
1000-0000	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0001	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0002	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0003	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0004	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0005	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0006	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0007	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0008	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0009	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0010	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0011	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0012	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0013	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0014	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0015	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0016	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0017	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0018	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0019	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
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1000-0021	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
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1000-0025	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0026	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0027	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0028	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0029	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0030	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0031	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0032	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0033	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0034	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0035	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0036	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0037	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0038	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0039	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0040	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0041	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
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1000-0043	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0044	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0045	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
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1000-0050	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
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1000-0053	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
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1000-0055	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0056	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
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1000-0058	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0059	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0060	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0061	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0062	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0063	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0064	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0065	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0066	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0067	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0068	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0069	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0070	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0071	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0072	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0073	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0074	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0075	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0076	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0077	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0078	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0079	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0080	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0081	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0082	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0083	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0084	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0085	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0086	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0087	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0088	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0089	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0090	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0091	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0092	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0093	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0094	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0095	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0096	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0097	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0098	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0099	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA
1000-0100	STATE OF INDIANA	10,000.00	11/2022	STATE OF INDIANA

FILED
APPROVED NOV 14 2022
TRI-STATE FIRE PROTECTION, INC. DEC 05 2022
10577 OAK GROVE ROAD
Phone: 812-858-9229 FAX: 812-858-9074
ORIGINAL

FIRE SYSTEMS INSPECTION CONTRACT

THIS AGREEMENT made between Tri-State Fire Protection, Inc. hereinafter called Tri-State, and Warrick County Jail, hereinafter called SUBSCRIBER, WITNESSETH, That:

(1) Whereas Subscriber owns or occupies the buildings located on the premises known as Warrick County Jail, in the City of **Bonnyville**, County of **Warrick**, State of **Indiana**, wherein there is now installed fire extinguishing systems and/or other fire control devices as listed below for inspection and testing per customer. Inspection limited only to what is listed below:

WARRICK COUNTY JAIL COMPLEX:

Annual Inspection and Test of Fire Sprinkler Systems: \$200.00 per Year
Semi-Annual Inspection and Test of Kitchen Suppression System \$125.00 per Year

Tri-State shall inspect and test said installation (see above) times per year and in the judgement of Tri-State may be necessary.

(2) This agreement is limited to an inspection service only and does not include Maintenance, alterations, repairs or replacements. Such alterations, repairs and replacements shall only be made by Tri-State upon Subscriber's order and shall be paid for by Subscriber at Tri-State's prevailing charges therefore.

(3) Tri-State may at all reasonable times enter any part of the said premises for the purposes thereof. (4) Any additional fire extinguishing equipment or devices, added to the above premises After the date thereof shall be inspected by Tri-State and Subscriber shall pay therefor an additional price commensurate with usual charges made by Tri-State for inspecting such equipment, and/or devices at a price to be agreed upon between Tri-State and Subscriber.

(5) The term of this agreement shall be for a period of (1) year, effective from its Date. Unless notified in writing by either party 60 days prior to next inspection. (6) Subscriber shall pay to Tri-State after first inspection has been made, and per (See Front) Dollars per year for said inspection and test service. The price herein set forth contemplates all inspections to be done during regular working hours of regular working days. If overtime becomes necessary, the company's usual overtime rates shall be paid in addition to said price.

(7) No changes in the terms hereof shall be binding upon either party unless approved in writing by an executive officer of each.

(8) All notices by either party to the other shall be in writing and served by mail, in seasonably prepaid envelopes, postage prepaid, directed to the party at its principal office. Tri-State reserves the right to discontinue the service at any time, without notice, if Subscriber in delinquent in payments required hereunder.

(9) When this contract is accepted and signed by Subscriber and Tri-State, a contract will exist between the parties. IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seal this 14th day, of November 2022.

Warrick County Jail Commander
Subscriber: _____ Date: _____
Jeremy Holder
Phone: 812-858-4244
Email: jholder@warrickcountysheriff.com

Tri-State Fire Protection, Inc.
By: _____ Date: 11-16-2022
Jeremy Solters
Inspection Department Supervisor

Accepted by: Warrick County Commissioners
Accepted Date: 11-27-2022
By: _____
Phillippo, President

11/21/22, 9:01 AM

Warrick County Govt. Mail - Fwd: Inspection Contract



Sherrie Slevers <sslevers@warrickcounty.gov>

Fwd: Inspection Contract

1 message

Sherrie Slevers <sslevers@warrickcounty.gov>
 To: Bob Johnson <bob@warrickcounty.gov>, Dan Saylor <dan@warrickcounty.gov>, Terry Phillippe
 <tery@warrickcounty.gov>
 Cc: Heather Soberg <hsoberg@warrickcounty.gov>, Jeremy Holder <jholder@warrickcountysheriff.com>

Mon, Nov 21, 2022 at 7:50 AM

Commissioners:

I am forwarding you an email from Jeremy Holder, Jail Commander at the Warrick County Sheriff's Office. As you can see in the attachments, the "Report of Inspection" from the Indiana Department of Homeland Security shows the hood suppression system and the sprinkler system are in violation as they have not been inspected within the last six months and the previous year for the sprinkler system. Can I get a consensus vote for the following?
 1. Tri-State Fire Protection, Inc. to do an annual inspection and test of the fire sprinkler system for \$200.00.
 2. Tri-State Fire Protection, Inc. to do a Semi-Annual inspection and test of the kitchen suppression system for \$125.00/per test/\$250.00 per year.

If approved, I will have the Fire Systems Inspection Contract in the Commissioner's office for Terry to sign to move forward with the inspection.

Please advise how to proceed.

Respectfully,
 Sherrie Slevers
 Acquisition Administrator-Warrick County
 107 W. Locust Street-Suite 310
 Boonville, IN 47601
 Phone: 812-897-8637

----- Forwarded message -----
 From: Jeremy Holder <jholder@warrickcountysheriff.com>
 Date: Monday, November 21, 2022 at 1:04 PM
 Subject: Inspection Contract
 To: sslevers@warrickcounty.gov <sslevers@warrickcounty.gov>

Sherrie,

I have attached the Inspection Contract I received today from Tri-State Fire Protection to fix the deficiencies in the Fire suppression system here at the Warrick County Jail.

Per the State Fire Marshall I need to have the Annual Inspection Test of the Fire Sprinkler System completed and the Semi Annual Inspection and test of the Kitchen Suppression System completed by 12/01/2022.

I have also attached the State Fire Marshall's Inspection Report with this email.

<https://mail.google.com/mail/u/0/?ik=fc336e63b7&view=pt&search=all&permthid=thread-fc3a174987314266025276377cmsg-a7a3a7-5482688a1647...> 1/2

11/21/22, 9:01 AM

Thank you for your time

Warrick County Govt. Mail - Fwd: Inspection Contract



Jeremy Holder
Jail Commander

Warrick County Sheriff's Office
 100 West SR 62 Boonville, IN 47601
Office: 812-897-6096 Fax: 812-897-3654
jholder@warrickcountysheriff.com

2 attachments

- INSPECTION_CONTRACT (Warrick Co Jail 11-16-22).JS.pdf
 174K
- JP1082C.pdf
 35K

<https://mail.google.com/mail/u/0/?ik=fc336e63b7&view=pt&search=all&permthid=thread-fc3a174987314266025276377cmsg-a7a3a7-5482688a1647...> 2/2

11/21/22, 9:32 AM

Warrick County Govt. Mail - Re: Inspection Contract



Sherrie Slevers <sslevers@warrickcounty.gov>

Re: Inspection Contract

1 message

Bob Johnson <bob@warrickcounty.gov>
 Sherrie Slevers <sslevers@warrickcounty.gov>
 Cc: Dan Saylor <dan@warrickcounty.gov>, Terry Phillippe <tery@warrickcounty.gov>, Heather Soberg
 <hsoberg@warrickcounty.gov>, Jeremy Holder <jholder@warrickcountysheriff.com>

Mon, Nov 21, 2022 at 9:15 AM

I'm good with it

Commissioners:

I am forwarding you an email from Jeremy Holder, Jail Commander at the Warrick County Sheriff's Office. As you can see in the attachments, the "Report of Inspection" from the Indiana Department of Homeland Security shows the hood suppression system and the previous year for the sprinkler system. Can I get a consensus vote for the following?
 1. Tri-State Fire Protection, Inc. to do an annual inspection and test of the fire sprinkler system for \$200.00.
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If approved, I will have the Fire Systems Inspection Contract in the Commissioner's office for Terry to sign to move forward with the inspection.

Please advise how to proceed.

Respectfully,
 Sherrie Slevers
 Acquisition Administrator-Warrick County
 107 W. Locust Street-Suite 310
 Boonville, IN 47601
 Phone: 812-897-8637

----- Forwarded message -----
 From: Jeremy Holder <jholder@warrickcountysheriff.com>
 Date: Monday, November 21, 2022 at 1:04 PM
 Subject: Inspection Contract
 To: sslevers@warrickcounty.gov <sslevers@warrickcounty.gov>

Sherrie,

I have attached the Inspection Contract I received today from Tri-State Fire Protection to fix the deficiencies in the Fire suppression system here at the Warrick County Jail.

Per the State Fire Marshall I need to have the Annual Inspection Test of the Fire Sprinkler System completed and the Semi Annual Inspection and test of the Kitchen Suppression System completed by 12/01/2022.

<https://mail.google.com/mail/u/0/?ik=fc336e63b7&view=pt&search=all&permthid=thread-fc3a174987314266025276377cmsg-fc3a17601102140764...> 1/2

11/21/22, 9:32 AM

Warrick County Govt. Mail - Re: Inspection Contract



Sherrie Slivers <slivers@warrickcounty.gov>

Re: Inspection Contract

1 message

Terry Philippe <terry@warrickcounty.gov>
Warrick County Commissioner
Cc: Bob Johnson <bjohnson@warrickcounty.gov>
-shoberg@warrickcounty.gov>, Jeremy Holder <jholder@warrickcountysheriff.com>

Mon, Nov 21, 2022 at 8:42 AM

Yes and send priority one the bill since they never did it

Terry Philippe
Warrick County Commissioner
Phone: 812-897-6120

On Nov 21, 2022, at 7:50 AM, Sherrie Slivers <slivers@warrickcounty.gov> wrote:

Commissioners:

I am forwarding you an email from Jeremy Holder, Jail Commander at the Warrick County Sheriff's Office. As you can see, the hood suppression system at the Indiana Department of Homeland Security shows the hood suppression system and the sprinkler system have not been inspected within the last six months and the previous year for the sprinkler system. Can I get a consensus vote for the following?

- 1. Tri-State Fire Protection, Inc. to do an annual inspection and test of the fire sprinkler system for \$200.00
- 2. Tri-State Fire Protection, Inc. to do a Semi-Annual inspection and test of the kitchen suppression system for \$125.00/per test/\$250.00 per year.

If approved, I will have the Fire Systems Inspection Contract in the Commissioner's office for Terry to sign to move forward with the inspection.

Please advise how to proceed.

Respectfully,
Sherrie Slivers
Acquisition Administrator-Warrick County
100 IN-42
Boonville, IN 47601
Phone: 812-897-8637

----- Forwarded message -----
From: Jeremy Holder <jholder@warrickcountysheriff.com>
Date: Fri, Nov 18, 2022 at 4:04 PM
Subject: Inspection Contract
To: slivers@warrickcounty.gov <slivers@warrickcounty.gov>

Sherrie,

https://mail.google.com/mail/u/0/?ik=f6336e63b7&view=pt&search=mail&permhid=thread-fk3A1749873142880252783%7Cmsg-fk3A17601171443606... 1/2

Report of Inspection
Indiana Department of Homeland Security
302 W. Washington Street, Room E208 Indianapolis, IN 46204
Phone: 317-232-2222

Date 11/01/2022 08:45AM
Location Notice of Violations
Street WARRICK COUNTY JAIL
City 100 IN-42
Boonville BOONVILLE
Zip 47601

State Number JP1082C Inspection Number 81BC-004C
Visit us at: <http://www.in.gov/dhs>

Owner WARRICK COUNTY JAIL
Address 100 IN-42
City BOONVILLE
Zip 47601
Contact JEREMY HOLDER - (812) 897-6096
Item State Number JP1082C
Type Jail
CDRS Mathew Hulsey
MI-hulsey@dhs.in.gov
(463) 203-3197

Notice Of Violations

#	Code	Description	Order	Correct By	Fee
1	Sec. 901.G 2014 Edition IFPS AC 22-23	Fire detection, alarm, and extinguishing systems, and smoke and heat vents shall be maintained in good working condition at all times, and shall be repaired where defective. Nonrequired fire protection systems and equipment shall be in good working condition and maintained or removed.	Documentation was not available to show that the hood suppression system has been tested within the last six months to ensure that the hood suppression system has been tested within the last year. Documentation was not available to show that the hood suppression systems must be tested annually to ensure proper operation.	12/01/2022	n/a

If you are receiving this document, property that you own or have control over, has been, or was attempted to be, inspected by the Indiana Department of Homeland Security (Department). Depending on the outcome of this inspection, one of five RESULTS may be issued. If you have any questions regarding this inspection, please contact the Department at 317-232-2222. This report is to notify you that the Department attempted to perform an inspection of your property, but was unable to for some reason. If you have not already spoken with your inspector regarding this, please contact him or her immediately.

- 1. INSPECTION NOT POSSIBLE
This report is to notify you that the Department attempted to perform an inspection of your property, but was unable to for some reason. If you have not already spoken with your inspector regarding this, please contact him or her immediately.
- 2. NO VIOLATIONS FOUND
This report is to notify you that the Department performed an inspection of your property, and no violations were found to exist. However, please be aware that obtaining a RESULT of "no violations found" does not mean that no violations exist on your property or may be found during a later inspection.

your property or may be found during a later inspection.

- 3. EMERGENCY OR TEMPORARY ORDER
This report is to notify you that the Department has determined that conduct or a condition of property:
1. presents a clear and immediate hazard of death or serious bodily injury to any person other than a trespasser;
2. is prohibited without a permit issued by the Department, certification, release, authorization, variance, exemption, or other license; and
3. will conceal a violation of law.

This order must immediately be complied with, up to and until such time that: (1) it expires; (2) an order is issued by an administrative law judge voiding, terminating, modifying, or staying its effectiveness; or (3) the Department terminates its enforcement of the order. You must submit your request by one of the methods provided for in the administrative review section mentioned below.

4. NOTICE OF VIOLATIONS

This report is to notify you that violations are believed to exist on your property. However, if you enter into a corrective plan and complete it within the time period specified in the order, the Department will move forward with enforcement actions or sanctions will be imposed. If you fail to enter into a corrective plan, the Department will move forward with enforcement of this order and the imposition of sanctions.
If you would like to enter into a corrective plan, you must notify your inspector, in writing, within five (5) days of receiving this report.

Terms of corrective plan:

- 1. I agree to correct the violations contained on this report by the date provided.
- 2. I understand my failure to correct these violations by the correction date will result in the enforcement of this report and sanctions, including, but not limited to, a fine of \$250 per day per violation.
- 3. I understand that if I fail to correct these violations by the correction date, the Department may file a lawsuit against me.
- 4. I understand that entering into this order does not constitute an admission of liability.
- 5. I agree to protect the safety and property of other persons as outlined by the Department while corrections are underway.
- 6. I understand that the Department, by the compliance date, that all violations have been corrected, and I am aware that my failure to do so may result in sanctions being ordered.
- 7. I understand that in order for the Department to determine compliance, an additional inspection may be performed within thirty (30) days following the earlier of: (a) the correction date contained in this report; or (b) the date the Department is provided notice that the violations have been corrected.

If you do not enter into a corrective plan or receive a determination modifying or reversing this report, the requirements of this report are effective fifteen (15) days after service and must be complied with until such time that: (1) this order is overturned by an administrative law judge; (2) an administrative law judge issues a stay of enforcement; or (3) the Department consents to the request for a stay in writing. To request an informal review or administrative review of this report, you must comply with the information provided below.

5. SANCTIONS

This report is to notify you that sanctions are being imposed due to violation(s) of the law. For information on how to request an informal review or administrative review, see below.

INFORMAL REVIEW

To request an informal review of your order by the Department, complete the Informal review form located at <https://www.in.gov/dhs/2158> and submit it to your supervisor. Your supervisor will review your request and may modify or reverse the report, and will attempt to respond to your request within 15 business days. If you are not satisfied with the informal review, you may request a formal administrative review which must be filed to initiate formal administrative proceedings under IC 4-21.5.

ADMINISTRATIVE REVIEW

If you desire administrative review of this order by the Fire Prevention and Building Safety Commission, you must comply with the requirements of Indiana Code § 4-21.5-3-7 and file a written petition for review within fifteen (15) days after receiving notice of these violations. Your petition for review must state facts demonstrating that you are: (1) a person to whom the law is specifically directed; (2) aggrieved or adversely affected by the order; or (3) entitled to review under any law. You must submit your petition by one of the following methods:

U.S. MAIL OR PERSONAL SERVICE
Indiana Department of Homeland Security
Fire Prevention and Building Safety Commission
302 W. Washington Street, Rm. E208
Indianapolis, IN 46204

ONLINE
By completing the form at
<https://www.in.gov/dhs/2158.htm>

If your petition qualifies for review, it will be assigned to an administrative law judge who will initiate proceedings under IC 4-21.5. For additional information about the administrative review process and other options that may be available to you, visit the following link <https://www.in.gov/dhs/2158.htm>.

APPROVED NOV 14 2022

FILED
DEC 05 2022

INDEPENDENT CONTRACTOR AGREEMENT

3rd THIS AGREEMENT, by the year of 2022, made and entered into at Boonville, Indiana, as of the County, Indiana, by and through *Warrick County Health Department* ("Contractor"), made in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, is as follows:

1. **Retaining Services of Contractor.** The County hereby retains Contractor in the capacity of an independent contractor to perform those services specifically described on Exhibit A (the "Services"). Contractor shall be responsible for, supervise, and be in full control of the work involved in performing the Services. Contractor shall work that number of hours necessary to accomplish the Services.
2. **Consideration.** The County shall pay to Contractor, and Contractor shall accept from the County as full compensation for all services to be rendered by Contractor hereunder, the amount of *Three thousand Dollars (\$3000)* per day / week *(Gross)* (Circle One). Contractor shall not be entitled to any of the fringe benefits now or hereinafter provided by the County to its employees including, but not limited to, wages, salaries, health benefits, and deferred compensation. Contractor shall be responsible for all taxes, including but not limited to, state and federal income taxes, contributions to Social Security (FICA), or state unemployment taxes.
3. **Term and Termination.** This Agreement shall commence as of *3rd day* of *October* month-to-month basis until such time as when this Agreement is terminated by either party upon written notice to the other party. In case of incompetency in the performance of any portion of the Services, or in the event of a breach by Contractor of any of the provisions of this Agreement, the County shall have the right to terminate this Agreement and all its obligations hereunder, immediately and without notice, subject to the terms hereof. Contractor shall be responsible for all taxes, including but not limited to, state and federal income taxes, contributions to Social Security (FICA), or state unemployment taxes.
4. **Compliance with Laws and Regulations.** Contractor agrees that the Services shall be conducted in full compliance with any and all applicable Federal, state and local laws, rules, and regulations, and in accordance with the terms and conditions of any grants, gifts, endowments, or donations to the County.
5. **Liability for Injuries or Damages to Person or Property.** Contractor understands and agrees that, due to his or her status as Contractor, he or she is not covered as an employee under any worker compensation insurance policy, and the County shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of his or her duties under this Agreement.
6. **Insurance and Indemnification.** Contractor shall carry and maintain throughout the period of this Agreement, at Contractor's sole cost and expense, worker's compensation insurance and automobile liability insurance in amounts satisfactory to the County. Contractor further agrees to hold harmless and indemnify the County from and against any loss, cost, or expense, including but not limited to, court costs and attorney fees arising out of or with respect to any injury to or death of Contractor. The maintenance of insurance will not in any manner affect Contractor's obligation to indemnify the County, as provided hereinbelow, but maintenance of such insurance shall be a condition precedent to the payment to Contractor of the consideration provided for herein.

7. **Contractor shall be entirely and solely responsible for his or her actions while engaged in the performance of the Services.** Contractor, for him or herself and for all heirs, successors, or assigns of Contractor, shall defend, indemnify, and hold the County harmless from and against all claims, demands, actions, suits, or judgments, asserted, made or recovered by any and all persons whatsoever on account of the acts or omissions of Contractor during the performance of the Services. Similarly, Contractor agrees to indemnify and hold harmless the County for loss or damage to any of the County's property or equipment used or obtained in connection with the performance of the Services.
8. **Relationship of the Parties.** The Contractor shall at all times be considered an independent contractor. Contractor acknowledges and agrees that he or she will perform his or her obligations herein solely as an independent contractor, and will not represent him or herself in any capacity as an employee of the County. Contractor shall have sole responsibility for the conduct and control of the acts or omissions of Contractor during the means of conducting the work to be performed hereunder are in the sole discretion and control of Contractor. Contractor shall be subject to the County's general right of supervision in order to secure the satisfactory completion thereof.
9. **Assignment.** Contractor agrees that he or she will not subcontract or assign any part of his or her duties under this Agreement to any organization or individual without approval from the County.
10. **Taxes.** The County shall not be responsible for any taxes levied on Contractor as a result of this Agreement. Contractor shall be solely and exclusively liable for payment of any and all taxes levied on Contractor as a result of this Agreement.
11. **Governing Law.** The validity, performance, interpretation and effect of this Agreement shall be governed by the laws of the State of Indiana. If any provision of this Agreement or the application thereof shall, for any reason, and to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, but rather shall be enforced to the maximum extent possible under applicable law.
12. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings or oral or written conditions, stipulations, or terms that have been made or agreed to by either party. No modification or amendment to this Agreement shall be valid or binding upon the parties until made in writing and signed on behalf of each of such parties by their respective representatives.
13. **Commission.** Neither this Agreement nor the relationship created hereby shall operate to preclude the Contractor from accepting or performing other work for other entities, so long as the same does not adversely affect his or her ability to provide the Services hereunder.

13. **Severability.** In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this Agreement are held to be unenforceable, the unenforceability shall be limited to the geographical scope, activity, or subject, if such provisions are held to be unenforceable to the extent compatible with the applicable law as it then shall appear.

14. **Amendment.** No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by all of the parties that are signatories to this Agreement above written.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first

WARICK COUNTY
HEALTH DEPARTMENT

By: *Anthony Aaron Frazee*
Its: Administrator
"County"

Printed Name: *Christine Crowe*
Signature: *Christine Crowe*
"Contractor"

APPROVED:

WARICK COUNTY BOARD OF COMMISSIONERS

Dan Stubbins
Dan Stubbins, Board President
Robert H. Johnson, Jr.
Robert H. Johnson, Jr., Vice President
Terry J. Phillips
Terry J. Phillips, Member

Signature by Board President effective to bind County during Emergency Declaration, Resolution 2020-03

ATTACHMENT A:

- COORDINATE SCHEDULING OF DATES AND TIMES OF ON SITE SCHOOL CLINICS WITH SCHOOL ADMINISTRATION AND SCHOOL NURSING STAFF
- GATHER, DATA ENTER AND OBTAIN PRIOR APPROVAL OF INSURANCE INFORMATION FOR CHILDREN AND SCHOOL STAFF FOR IMMUNIZATION CLINICS
- WORK WITH PRIVATE INSURANCE COMPANIES TO ACHIEVE THE NECESSARY PRIOR APPROVAL FOR IMMUNIZATION ADMINISTRATION
- COMMUNICATE WITH INSURANCE COMPANIES AND BILLING ISSUES POST IMMUNIZATION CLINICS WITH INSURANCE COMPANIES
- ASSIST WITH ENSURANCE OF ADEQUATE VACCINE SUPPLIES ON HAND FOR CLINICAL OPERATIONS
- COMMUNICATE AND BE A RESOURCE FOR PARENTS, SCHOOL NURSING STAFF AND SCHOOL ADMINISTRATION ON THE USE OF VACCINES TO BE ADMINISTERED AS WELL AS COMMUNICATING THE VACCINE SCHEDULE TO PARENTS
- VERIFY, UPDATE DEMOGRAPHIC INFORMATION AND PRINT OUT IMMUNIZATION RECIPIENTS C.H.I.R.P (Children & Hoosier Immunization Registry Program) DOCUMENTS
- SET UP EACH IMMUNIZATION RECIPIENTS MYVAX INDIANA PERSONAL ACCOUNT TO ALLOW ASSIST IN ON LINE RECIPIENTS TO VIEW THEIR CHIRP REGISTRY
- ASSIST IN ON LINE RECIPIENTS TO VIEW THEIR CHIRP REGISTRY
- DATA ENTER IMMUNIZATION INFORMATION INTO VACCINES, etc. IN PREPARATION FOR CLINICS
- ENSURE ACCURATE AND TIMELY DOCUMENTATION OF IMMUNIZATIONS ADMINISTERED
- ASSIST IN SELECTION, INITIATION AND IMPLEMENTATION OF CDC RECOMMENDED TECHNOLOGICALLY UP TO DATE CLOUD BASED E.H.R. (Electronic health record) SYSTEM FOR IMMUNIZATION CLINICS
- ASSIST IN IMPLEMENTATION TO COMPLY WITH CDC AND STATE OF INDIANA STANDARDS FOR PATIENT PROTECTION
- WORK WITH HEALTH DEPARTMENT OFFICE STAFF TO SCHEDULE IN OFFICE IMMUNIZATIONS AND OTHER IMMUNIZATION CLINICS INCLUDING BUT NOT LIMITED TO THE ABOVE LISTED DUTIES
- HOURS WITHIN THE HEALTH DEPARTMENT OFFICE TO ENSURE ADEQUATE PERSONNEL STAFFING TO MEET THE NEEDS OF PARENTS
- STAY UP TO DATE AND COMPLETE CONTINUING EDUCATION HOURS TO PROVIDE UP TO DATE INFORMATION AND EDUCATION TO SCHOOLS, EARLY CHILDHOOD DEVELOPMENT EDUCATION PROGRAMS AND THE PUBLIC, REGARDING COVID PROTOCOLS FOR ILLNESS AND IMMUNIZATIONS
- ASSIST IN PLANNING HEMOGLOBIN AND LEAD TESTING CLINICS FOR EARLY CHILDHOOD DEVELOPMENT CENTERS
- WORK WITH CLINICIANS TO DATA ENTER LEAD LEVELS AND SCHEDULE FOLLOW-UPS FOR EARLY CHILDHOOD DEVELOPMENT CENTERS
- FURTHER RE EVALUATIONS AS NEEDED
- COMMUNICATE, COORDINATE AND SHARE TEST RESULTS WITH PEDIATRICIANS AS NEEDED FOR LEAD TESTING BY THE CDC AND THE STATE OF INDIANA
- WORK WITH STATE LIASONS FOR MITIGATION OF LEAD EXPOSURE WITHIN HOMES AND EDUCATIONAL CENTER

APPROVED NOV 28 2022

FILED
DEC 05 2022

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into at Boonville, Indiana, as of the 14th day of November, 2022, by and between Warrick County, Indiana (the "County"), and Debra Lynne Bennett-Stearman ("Contractor"), made in consideration of the mutual covenants herein contained, and other good and valuable consideration, is as follows:

1. **Retaining Services of Contractor.** The County hereby retains Contractor in the capacity of an independent contractor to perform those services specifically described on Exhibit A (the "Services"). Contractor shall be responsible for, supervise, and be in full control of the work involved in performing the Services.
2. **Consideration.** The County shall pay to Contractor, and Contractor shall accept from the County as full compensation for all services to be rendered by Contractor hereunder, the sum of Two Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250.00) per month ("Payment"). Said Payment shall serve as compensation to Contractor for the immediately preceding month of Services, and shall be processed for payment by the first business day of each month during the term of this Agreement. By way of example only, for Services rendered by Contractor for the dates of January 1 through January 31, 2023, the County shall make payment to Contractor on or before February 10, 2023. Payment shall be made via check or ACH. On January 1, 2024, Contractor shall receive its final monthly payment from the County. Contractor shall be responsible for all taxes, including but not limited to the County's compensation to Contractor to consider any adjustments to the compensation awarded to Contractor which include funding for grant administration shall be paid as follows: Fifty Percent (50%) to Contractor and Fifty Percent (50%) to Warrick County Grant Department salary budget item. Contractor shall not be entitled to any of the fringe benefits now or hereinafter provided by the County to its employees including, but not limited to, health, dental, life, disability, and deferred compensation benefits, it being understood that the consideration, effort, and time expended by Contractor hereunder shall be for the County for the services to be performed by Contractor hereunder. The County shall not be liable for any sums payable to Contractor, any local, state or federal income taxes, contributions to Social Security (FICA), or state unemployment taxes. Contractor shall be responsible for payment of his or her own meals, mileage, lodging accommodations, and shall otherwise not be entitled to any other similar fringe benefits unless explicitly permitted in writing by the County.
3. **Term and Termination.** This Agreement shall commence as of the 1st day of January, 2023, notwithstanding the date first written above, and shall terminate on December 31, 2023. Contractor shall automatically renew for subsequent one (1) year terms unless either party gives written notice to the other not to renew at least sixty (60) days prior to the end of each successive term. In case of neglect in the performance of any portion of the Services, or in the event of a breach by Contractor of any of the provisions of this Agreement as determined by the Board of Commissioners, the County shall have the right to terminate this Agreement and all its obligations immediately and without notice, subject only to the obligation to pay Contractor for work performed to the time of termination in accordance with the terms hereof.

4. Compliance with Laws and Regulations. Contractor agrees that the Services shall be conducted in full compliance with any and all applicable federal, state and local laws, rules, and regulations, and in accordance with the terms and conditions of any grants, gifts, endowments, or donations to the County.

5. Liability for Injuries or Damages to Person or Property. Contractor understands and agrees that, due to his or her status as Contractor, he or she is not covered as an employee under any worker compensation insurance policy, and the County shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of his or her duties under this Agreement.

6. Insurance and Indemnification. Contractor shall carry and maintain throughout the period of this Agreement, at Contractor's sole cost and expense, general liability, and automobile liability insurance in amounts satisfactory to the County. The Contractor may carry for his or her benefit workers compensation insurance at the Contractor's sole cost and expense. Contractor further agrees to hold the County harmless from and defend the County against all claims, suits, or judgments, asserted, made or recovered by third parties, court costs and attorney fees arising out of or with respect to any injury to, or death of Contractor, damage to property or equipment owned by the Contractor. The maintenance of insurance will not in any manner affect Contractor's obligation to indemnify the County, as provided hereinbelow, but ongoing maintenance of general liability and automobile liability insurance shall be a condition precedent to the payment to Contractor of the consideration provided for herein.

Contractor shall be entirely and solely responsible for his or her actions while engaged in the performance of the Services. Contractor, for him or herself and for all heirs, successors, or assigns of Contractor, covenants and agrees to indemnify and hold harmless the County, absolutely and without limit, against all claims, demands, actions, causes of action, suits, or judgments, asserted, made or recovered by any and all persons whatsoever on account of the acts or omissions of Contractor during the performance of the Services. Such obligation shall not be limited to any of the County's property or equipment used or obtained in connection with the performance of the Services.

7. Relationship of the Parties. The Contractor shall at all times be considered an independent contractor. Contractor acknowledges and agrees that he or she will perform his or her obligations herein solely in his or her individual capacity and shall not be deemed to be acting as an agent, partner, or as a representative or authorized agent of the County, or to make any representations, warranties, or commitments on behalf of the County. Contractor shall have sole responsibility for the conduct and control of the services to be performed hereunder. The manner and means of conducting the work to be performed hereunder are in the sole discretion and control of Contractor. However, the services contemplated within the terms of this Agreement must meet the approval of the County, and shall be subject to the County's general right of supervision in order to secure the satisfactory completion thereof.

8. Hours; Office; Supplies. Contractor shall work the number of hours necessary to accomplish and fulfill the Services. Contractor shall primarily perform the Services from a physical office location to be provided by the County. The County shall provide Contractor with an email address for use in providing the Services. The Contractor may reasonably request the use of office equipment, furniture, cell phone, office phone, and supplies which the County may provide as available.

9. Assignment. Contractor agrees that he or she will not subcontract or assign any part of his or her duties under this Agreement to any organization or individual without approval from the County.

10. Taxes. The County shall not be responsible for any taxes levied on Contractor as a result of this Agreement. Contractor shall be solely and exclusively liable for payment of any and all taxes levied on Contractor as a result of this Agreement.

11. Governing Law. The validity, performance, interpretation and effect of this Agreement shall be governed by the laws of the State of Indiana. If any provision of this Agreement or the application thereof shall, for any reason, and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected thereby, but rather shall be enforced to the maximum extent possible under applicable law.

12. Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, oral or written, between the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties until made in writing and signed on behalf of each of such parties by their respective representatives.

13. Competition. Neither this Agreement nor the relationship created thereby shall operate to preclude the Contractor from contracting to provide his or her services to other persons or entities, so long as the same does not adversely affect his or her ability to provide the Services hereunder.

14. Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be found invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the remainder of this Agreement. Any provision that is held invalid, illegal, or unenforceable shall be severed from this Agreement and the remainder shall survive. A provision shall be severable if its removal does not materially change the geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

15. Amendment. No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by all of the parties that are signatories to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first above written.

WARRICK COUNTY, INDIANA

By: 
Its: President, Board of Commissioners
County

Printed Name: John E. Swain
Signature: 
Contractor

APPROVED:

WARRICK COUNTY BOARD OF COMMISSIONERS

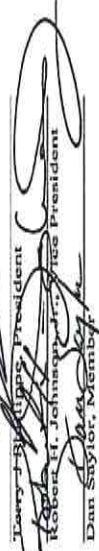


Dan Staylor, Member

EXHIBIT A
INDEPENDENT CONTRACTOR AGREEMENT

Contractor hereby agrees to perform the following Services as Warrick County Grants Development Director, as needed:

1. Administer, supervise, review, and perform other management services incidental thereto concerning the County's State and Local Fiscal Recovery Funds received by Warrick County under the American Rescue Plan Act.
2. Research and identify grants and grant opportunities that advance the objectives of Warrick County.
3. Supervise, prepare, review, and submit grant proposals and applications that advance the objective of Warrick County.
4. Develop proposals and/or grant applications for matching grant opportunities.
5. Maintain records and files of all documents relating to grant agreements.
6. Oversee grant administration processes for any and all new grant awards written by Contractor.
7. Monitor and supervise new grant agreements, as well as ensure compliance with any obligations, deadlines, and reporting requirements relating thereto.
8. Serve as point-of-contact with granting and/or funding organizations, agencies, auditing entities, and/or other parties involved in grant process including notifying and working with the Warrick County Auditor to set up accounts for new grants.
9. Attend Warrick County Board of Commissioners meetings as necessary or as requested to fully report grant opportunities, pending and successful grant awards and the status of all grant processing. Also attend Warrick County Council meetings for any budget or appropriation requests as needed.
10. Attend any and all seminars, conferences, and/or other meetings as requested by the Board of Commissioners.
11. Assist Board of Commissioners with budget proposals and development for the Warrick County Grant Department as requested.


WARRICK COUNTY INDIANA
 Board Secretary
 Court House
 100 North Main Street
 Indianapolis, IN 47601

PP-23-11

Submission Date: July 5, 2022
 Probable Start Construction: August 10, 2022
 Probable Finish Construction: August 10, 2022
 Street Name: Stahl Road
 Start/End: Stahl Road and Spaworth Road Intersection

Describe in detail type of street construction:
 Private streets will be constructed 24 feet in width. The private street will consist of 8 inches of #53 stone, 2 1/2 inches of HMA base and 1 1/2 inches of HMA surface.
 The commercial drive at the Stahl Road entrance will consist of 6 inches of #53 stone, 6 inches of HMA base and 1 inch of HMA surface.

Name of Street	No. of Linear Ft.	Est. Cost of Construction
Road #1		
Road 1 - Commercial Drive	1,684 @ .8100/LF	\$ 1,364,000.00
Stahl Road/Passing Blister		\$ 3,650.00
100% Contingency		\$ 27,210.00
TOTAL		\$ 13,926.00
		\$ 212,186.00

Name the Streets the Area Plan Commission has required sidewalks and what is the estimated cost of their construction:

Total Estimated Cost of Street Construction is \$ 212,186.00

Total Estimated Cost of Storm Sewer and Detention Construction is \$ 312,555.00

FILED
 OCT 27 2022
 AREA PLAN COMMISSION



October 27, 2022
 Warrick County Area Plan Commission
 100 North Main Street
 Indianapolis, IN 47601

Re: Stahl Road Apartments
 Our Project No. 23-11

Stahl Road - Passing Blister
 At HMA Surface
 8" Compacted Aggregate Base - Passing Blister
 1 1/2" Reinforced Concrete Pipe
 24" Reinforced Concrete Pipe
 100% Contingency

Quantity
 108
 308
 304

Unit
 TON
 TON
 LS

Amount to be
 Computed
 \$ 1,364,000.00
 \$ 3,650.00
 \$ 27,210.00
 \$ 13,926.00
 \$ 1,408,886.00

Sub-Total: Stahl Road - Passing Blister
 Area Contingency
 Total

\$ 1,364,000.00
 \$ 27,210.00
 \$ 1,391,210.00

Prepared by:
 Glen Morris, P.E.
 October 27, 2022
 23-11

Reviewed By: Area Plan Commission
 Date: _____ Comments _____

Reviewed By: County Engineer
 Date: _____ Comments _____

By: *Robert Scott*
 Approval granted by the Board of County Commissioners this 14 day of NOV 2022.

Phil Baxter
 President
Dave Saylor
 Member

Attest:
 County Auditor
Bob Buedel

Additional Space for Comments:

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications for street construction shall be submitted to the Board of County Commissioners for approval. Approved copies shall be retained in the County Area Plan Surveyor or Engineer and the property owner shall receive a copy.

J:\12006\12006\12045\12045\12045\12045-4.001 B_Primary Plat Certificate of Compliance.dwg Page 3



July 5, 2022

Warrick County Area Plan Commission
 500 North Main Street
 Boonville, IN 47601

Philly P. Baxter
 8-2-2022

Re: Stahl Road Apartments
 Unit 517
 Own Project, No. 21-1982

Storm Sewer & Detention Basin
 12" N-12 H.D.P.E.
 12" Filtered End Section
 34" Filtered End Section
 30" x 30" 4" Box
 Bedding/Backfill
 Detention Basin Excavation

Quantity	Unit	\$/Unit	Amount to Complete
124	LF	\$22.00	\$2,728.00
1	EA	\$250.00	\$250.00
1	EA	\$2,400.00	\$2,400.00
2	EA	\$500.00	\$1,000.00
1	EA	\$1,400.00	\$1,400.00
1	LS	\$2,000.00	\$2,000.00
1	LS	\$10,000.00	\$10,000.00

Sub-Totals: Storm Sewer & Detention Basin \$37,676.00
 10% Contingency \$3,767.60
 Total: Storm Sewer & Detention Basin \$41,443.60

Prepared by:
Steve Sherwood
 Glen Merritt, Jr., P.E.
 Indiana Registration No. 530400670

CC: Mansoor Kahn
File

114 OTABEL CIRCL, SUITE B
EVANSVILLE, IN 47918

FILED
JUL 05 2022
WARREN COUNTY
AREA PLAN COMMISSION

PH: 812.401.8861
FAX: 812.401.8863

Molly Barnhill

From: Scott Buedel <SBuedel@coshwagner.com> on behalf of Scott Buedel
 Sent: Wednesday, August 3, 2022 12:17 PM
 To: Steve Sherwood
 Cc: Bobby Howard; Molly Barnhill; Phil Baxter; Morrie Doll; Dan Saylor; Glen Merritt
 Subject: RE: Stahl Road Apartments

Steve,

Glen is copied so he can address the drainage. As for the traffic study, I engaged them to do the scope of her counts and

Bobby want sign until TIC is reviewed. He recommends taking dirt too 2 weeks

Steve
Molly
Phil
Bob
Phil
Bob

W-

From: Steve
 To: Scott
 Cc: Bobby
 Subject: RE: 5.

Scott:

According to our notes from the July 13, 2022 Site Review Committee, we have not received any updated drainage information or revised drainage plans on the following:

- Concerns of the entire western line of this development draining into the adjacent lots along Clover Drive. There is only one (1) drainage swale shown (Swale No. 1 - 377 LFT.) near the northwest corner of the parcel. How is the rest of western line draining south of swale No. 1 and where does it drain to? The easements shown are not labeled or dimensioned on the July 5th drainage plan. We have concerns that the rear of the Clover Drive lots may receive drainage from this parcel.
- The existing entrance culvert (15-inch RCP Culvert) was to have supporting drainage calculations to support drainage from swale No. 2.
- The retention basin outfall is to have a trash guard, specify type and show detail.

Also, a Traffic Impact Study was to be performed and has yet to be submitted for review. Also, there was some discussion concerning the second driveway connecting parcel to the north end of the Clover Drive cul-de-sac. Is that still being proposed? These items were discussed at the July 13th Site Review meeting and the plans were to be in order one week prior to the August 8th meeting. Please address these issues. Thank you.

Steve

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