

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**  
REGULAR SESSION  
COMMISSIONERS MEETING ROOM  
107 W. Locust Street, Suite 303  
Boonville, Indiana  
February 26, 2024  
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 Andrew Skinner and Assistant Administrator Shateka Bard were in attendance.

Auditor Michael Dietsch, Chief Deputy Barbi Shelton, and Recording Secretary Kristine Georges attended and recorded the minutes.

Commissioner Meetings can be viewed via YouTube: Warrick County Meetings

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

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

**IN THE MATTER OF THE PETITION TO VACATE AN EXISTING 15 FOOT DRAINAGE EASEMENT ON LOT 18 IN HIDDEN TRAIL COURT SUBDIVISION IN WARRICK COUNTY, INDIANA.**

Attorney Skinner advised the Commissioners that they needed to recess the Regular Session meeting and enter the Public Hearing on the Vacation. Commissioner Bob Johnson made the motion to recess. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

Jim Morley, Jr., with Morley and Associates, was present to discuss the Vacation of the drainage easement. It did go before the Drainage Board and was approved. This is for a lot in the subdivision about three miles northeast of Boonville. It's a drainage easement that is not required and the existing house is just a little bit over the drainage easement. They are wanting to get rid of it.

APC Director Molly Barnhill stated that the notices had been sent and it was advertised accordingly.

President Phillippe asked for any remonstrators. There were none.

Attorney Skinner said the Commissioner could move to end the Public Hearing and re-enter the Commissioners' Regular Session meeting. Commissioner Bob Johnson made the motion. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**ACTION ON PUBLIC HEARING**  
**IN THE MATTER OF THE PETITION TO VACATE AN EXISTING 15 FOOT DRAINAGE EASEMENT ON LOT 18 IN HIDDEN TRAIL COURT SUBDIVISION IN WARRICK COUNTY, INDIANA**  
**ORDINANCE 2024-02**

President Phillippe asked for a motion to approve the Vacation, Ordinance 2024-02. Commissioner Johnson asked if County Engineer Bobby Howard had any issues. He did not. Commissioner Bob Johnson made a motion to approve Ordinance 2024-02. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Ordinance 2024-02 is located on Page 6 of these Official Minutes)*

**AREA PLAN COMMISSION**  
**REQUEST FOR EXTENSION OF SURETY**  
**RE-PLAT OF LOT 76 IN LEXINGTON ESTATES**

APC Director Molly Barnhill presented a Request for the Extension of Surety for Lexington Estates. This is for the Re-Plat of Lot 76 by First Federal Savings Bank by Michael Carter, SVP. The County is holding a letter of credit for street construction at \$5,000.00. They have had six years and are requesting an additional year for the same dollar amount. The letter of credit expires March 27, 2024.

Michael Carter was present. He said they were down to just some curb work, then they will submit all their letters of credit. Mr. Howard said the amount was sufficient and they have been working on the repairs. He was good with the approval of the extension. Commissioner Bob Johnson made the motion to approve. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Lexington Estates Surety is located on Page 7 of these Official Minutes)*

**ACTION AGENDA**  
**APPROVAL OF MINUTES**  
**FEBRUARY 12, 2024**

Minutes for the February 12, 2024 Regular Session meeting were presented to the Commissioners for approval. Commissioner Dan Saylor made the motion to approve the minutes. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

**LOCAL ELECTED OFFICIALS' AGREEMENT**  
**SOUTHWEST INDIANA WORKFORCE**

Ms. Sara Wortsell, the Executive Director of the Southwest Indiana Workforce, addressed the Commissioners and presented the Local Elected Officials' Agreement for 2024. The agreement needed approval and required a Commissioner or Mayor appointed to serve as the County Local Elected Official for their Executive Council.

Commissioner Johnson asked who served on this previously. Ms. Wortsell said that this has historically been a Commissioner, but didn't remember which one specifically. She said that the next meeting will be held, April 26, 2024 at 8:00 AM in Evansville. The Southwest Indiana Workforce does oversee Work 1 Southwest Offices in nine counties. Through grant dollars, they did bring services back to Warrick County. They are located at Boonville Library, Newburgh-Chandler Library, and Tri-Cap in Boonville.

Commissioner Johnson asked Attorney Skinner if that would have been part of the appointments they made at the beginning of the year. Attorney Skinner didn't remember it being on there.

Ms. Wortsell said that a proxy could be sent if there was an issue with attending the meeting. After a brief discussion, Commissioner Phillippe volunteered to be the representative. Commissioner Bob Johnson made the motion to approve the agreement and Commissioner Phillippe as representative. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Local Elected Officials' Agreement is located on File in the Auditor's Office)*

**2024 APPOINTMENTS**  
**HEALTH DIRECTOR – HEALTH OFFICER**

This has been tabled at the last several Commissioners' meeting. Attorney Skinner said that both are involved in ongoing discussions and recommended that the appointments be tabled. Commissioner Dan Saylor made a motion to table. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

**COUNTY ADMINISTRATOR**  
**CONSENT AGENDA**

Assistant County Administrator Shateka Bard presented the following items on the Consent Agenda for approval:

- a. County Auditor Certified Claims Voucher - Report Date 02/21/2024
- b. Approval to purchase concrete stairs for Maintenance Quonset Hut on 4th Street
- c. Approval of Warrick County Highway Dept. purchase of 2016 Caterpillar 316 F excavator
- d. Surplus declaration of shelving units located in JC lower-level storage
- e. Surplus declaration of EMA HP plat printer - Serial # CN44H5MO7J
- f. Approval of Colonial Classic contract for Friedman Park Maze Project- ARPA Funds were previously approved on 07/25/2022
- g. Lochmueller Group Consulting Agreement Amendment 1 for Bridge 200 project
- h. Brite NetMotion Renewal – Sheriff's Department
- i. Dell Technologies Computer Quote – Sheriff's Department
- j. Fine & Hatfield Contract Addendum

Commissioner Saylor asked about the excavator and if it was being paid for outright. County Engineer Bobby Howard said that it was being paid for in full out of his budget and that the old excavator was being used for a trade in on the purchase.

Commissioner Dan Saylor made the motion to approve the items on the Consent Agenda. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(Certified Claims are located on Pages 8 through 10 of these Official Minutes)*

*(Quonset Hut Concrete Stairs Approval is located on Page 11 of these Official Minutes)*

*(Caterpillar Paperwork is located on File in the Auditor's Office)*

*(All Surplus Paperwork is located on File in the Auditor's Office)*

*(Friedman Park Maze Project is located on Page 11 of these Official Minutes)*

*(Lochmueller Amendment 1 is located on File in the Auditor's Office)*

*(Brite NetMotion Renewal is located on Page 12 of these Official Minutes)*

*(Dell Technologies Quote is located on Pages 13 through 14 of these Official Minutes)*

*(Fine & Hatfield Contract Addendum is located on Pages 14 through 15 of these Official Minutes)*

### **COUNTY AUDITORS UNCERTIFIED CLAIMS**

This was tabled at the meeting on February 12, 2024. It is for the rent for the Health Department Office. Attorney Skinner said they are still in discussions and are going in a positive direction, but it needs to be tabled while they continue those discussions. Commissioner Bob Johnson made the motion to table. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

### **COUNTY AUDITORS UNCERTIFIED CLAIMS VOUCHER – REPORT DATE 02/21/24**

Next were Uncertified Claims with report date, February 14, 2024, that were submitted by the Health Department for fees for Attorney April Edwards. Attorney Skinner said that with the ongoing litigation and waiting on a court order determining some of those issues, he would suggest that it be tabled until the court case is resolved and there is a ruling from the court. Commissioner Bob Johnson made a motion to table. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

### **AQUATIC CONTROL CONTRACT FOR 2024 SCALES LAKE - PARKS DEPARTMENT**

Ms. Bard presented the Aquatic Control Contract for 2024 for the Parks Department. If it is paid before April 1, 2024, there is a 3% discount. Attorney Skinner said that he had not seen the contract, but it could be approved pending his review. Commissioner Bob Johnson made a motion to approve pending review. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Aquatic Control Contract is located on Page 15 of these Official Minutes)*

### **ACQUISITIONS ADMINISTRATOR AWARDING OF ELEVATOR CONTRACT**

Acquisitions Administrator Sherrie Sievers presented bids for the elevator service for Warrick County at the last Commissioners' meeting. The bids were taken under advisement. Ms. Sievers gave the Commissioners a handout with all the information on the two bidders, Murphy's and TK Elevator, and their respective bids. All references were excellent. She reviewed the awarding policies and statutes including all IC Codes that had been attached to the paperwork presented. TK Elevator was the lowest monthly and overall cost. The Commissioners reviewed the paperwork. Ms. Sievers said contract for TK Elevator was also attached to the bid package. Attorney Skinner said that he had not reviewed the contract. Commissioner Dan Saylor made a motion to approve the contract with TK Elevator pending attorney review. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(TK Elevator Contract is located on File in the Auditor's Office)*

### **AWARDING OF CONTRACT FOR NEW FURNACE AND AC UNIT AT COURT SERVICES BUILDING**

At the last Commissioners' meeting on February 12, 2024, the bids for the new furnace and AC unit were received and rejected due to the warranties. Ms. Sievers requested from the bidders additional information for them to re-bid to insure comparability. She asked for an 80% efficiency, 80,000 BTU, 13.4 SEAR 2, and a 3-ton air conditioner. Ms. Sievers presented the new quotes to the Commissioners. There were no changes in the amounts. All parts and warranties are the same with the exception of Byers and they mixed their warranty for their labor and the warranty for parts as was determined at the last meeting. She also wanted to note BNG had a five year warranty on their parts with the exception of the heat exchanger which was a ten year warranty. Ms. Sievers then reviewed IC code for Public Works bids. Since the bids were rejected at the last meeting, they can now negotiate a contract on the open market with whom they feel is the best deal. While Byers was cheaper, the warranty was not as good as was offered by BNG. BNG offered five and ten-year warranties and quoted the same amount on two different systems with 80% efficiency, with 70,000 and 90,000 BTU at the same price.

There was a brief discussion on what is currently at the building and the reason for the replacement. Commissioner Dan Saylor made a motion to award the service to BNG for \$6,125.00 with the better warranties. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

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

**COUNTY ATTORNEY  
RESOLUTION OPPOSING CENTERPOINT RATE RAISES  
RESOLUTION 2024-03**

County Attorney Andrew Skinner read into the record Resolution 2024-03:

RESOLUTION NO. 2024-03

RESOLUTION OF THE WARRICK COUNTY COMMISSIONERS OPPOSING THE VERIFIED PETITION OF SOUTHERN INDIANA GAS AND ELECTRIC COMPANY D/B/A CENTERPOINT ENERGY INDIANA SOUTH ("CEI SOUTH") FOR RATE CHANGES BEFORE THE INDIANA UTILITY REGULATORY COMMISSION (IURC), CAUSE NUMBER 45990

WHEREAS, the Board of Commissioners of Warrick County, Indiana recognizes the costs Warrick County residents pay for electricity and natural gas;

WHEREAS, CEI South has filed a petition with the Indiana Utility Regulatory Commission that would raise monthly electric rates for a typical residential customer by about Ten Dollars in late 2024, nearly Six Dollars in early 2025, and by more than Twelve Dollars in early 2026;

WHEREAS, one major factor affecting businesses and residents when deciding on location or expansion is utility costs;

WHEREAS, the Board of Commissioners of Warrick County, Indiana seeks to foster growth and development by providing the most competitive business and regulatory climate in order to reduce costs and expenses on its citizens and businesses;

WHEREAS, excessive and burdensome utility costs could threaten the growth and expansion of Warrick County by adding burdens and impediments to new residents looking to relocate to Warrick County, hinders business expansion by adding uncompetitive rates on local business and might deter new businesses from locating in Warrick County;

WHEREAS, the Board of Commissioners of Warrick County, Indiana has heard from constituents and businesses opposing the requested rate increases;

WHEREAS, CEI South's rates and taxes already rank the highest in the state since 2008 and among the highest in the region and this increase will only further the disparity between utility rates in Warrick County and other nearby regions that might be competing for the same residents and businesses;

WHEREAS, the average customer will see their monthly electric bills increase of \$47.24 (30.7%) by 2026 while 22% of CEI South customers who are electric heating customers (Rate EH), who will see their average monthly bill increase by \$63.33 by 2026;

WHEREAS, CEI South also requests a 114% increase of the monthly fixed charge of \$23.20 before you even use any electricity disproportionately impacting low and fixed-income households (seniors, people with disabilities, homes with children and other vulnerable populations), while penalizing households that conserve energy and make their homes more efficient;

WHEREAS, CEI South and their predecessors spent over Five Hundred Million Dollars in pollution control equipment for aging coal fired power plants, but then retired

many of them before recovering these costs leading to this filing requesting the ratepayers of Warrick County to cover CEI South's business decisions while still ensuring a profit;




WHEREAS, CenterPoint has had the highest authorized return on equity, or profit margin, for its shareholders, for many years. In this case, CenterPoint Electric is proposing to keep its 10.40% return on equity. In contrast, Indiana's other four investor-owned electric utilities have an authorized return on equity below 10%; and

WHEREAS, the Board of Commissioners of Warrick County, Indiana respectfully requests the Indiana General Assembly to waive sales tax on utility payments to provide some relief for its citizens and businesses. Just as food is exempt from sales tax, so should sales tax on utilities as they are also fundamental to sustain human life.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Warrick County, Indiana hereby opposes CEI South's request as proposed.

So adopted this 26<sup>th</sup> day of February, 2024.


WARRICK COUNTY  
BOARD OF COMMISSIONERS

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

ATTEST:

  
Michael Dietsch, Auditor  
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

  
Andrew E. Skinner, Esq.  
FINE & HATFIELD, A Professional Corporation  
520 N.W. Second Street, P.O. Box 779  
Evansville, Indiana 47705-0779  
Telephone: (812) 425-3592  
Warrick County Attorney

Commissioner Saylor said that he thought a meeting was coming up this week in Evansville opposing this rate increase proposed by Centerpoint. Commissioner Phillippe said that Vanderburgh County Council and Commissioners have all passed similar resolutions and he hopes that the State will listen.

Commissioner Bob Johnson made a motion to approve Resolution 2024-03. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**COUNTY ENGINEER/HIGHWAY SUPERINTENDENT TREE REMOVAL ON TELEPHONE ROAD PROJECT**

County Engineer Bobby Howard presented bids for the tree removal on the Telephone Road Project in advance of the utility relocation work. The Project is scheduled to let in July. Due to the Indiana Bat Law, no tree clearing can take place between March 31<sup>st</sup> to October 1<sup>st</sup>. He received five quotes which he opened:

Ubelhor Tree Service	Declined to bid
American Eagle Tree Service	\$353,760.00
S&S Tree Masters	\$74,500.00
Bluestone Tree	\$237,985.71
Halter Tree Service	\$139,244.32 no closure allowed
	\$89,771.00 road closure

Mr. Howard stated that he was on a tight schedule and asked that the low bid of S&S Tree Masters be approved pending review that they are responsible and responsive. Commissioner Dan Saylor made the motion to approve pending review. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

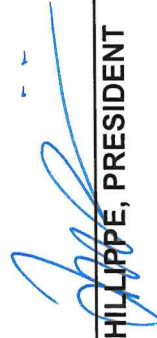
*(S&S TreeMasters Contract is located on File in the Auditor's Office)*

**ADJOURNMENT**


The next Warrick County Commissioners' meeting will be held on Monday, March 11, 2023 in the Commissioners' meeting room at 10:00 AM. Commissioner Bob Johnson made the motion to adjourn. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

Meeting adjourned at 4:32 P.M.

**WARRICK COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
TERRY PHILLIPPE, PRESIDENT

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

  
\_\_\_\_\_  
DAN SAYLOR, MEMBER

ATTEST:  
  
\_\_\_\_\_  
MICHAEL J. DIETSCH, AUDITOR  
WARRICK COUNTY, INDIANA

STATE OF INDIANA )  
 COUNTY OF WARRICK ) SS:  
 BEFORE THE BOARD OF COMMISSIONERS  
 OF WARRICK COUNTY, INDIANA

IN THE MATTER OF THE PETITION TO VACATE AN  
 EXISTING 15' DRAINAGE EASEMENT ON LOT 18 IN  
 HIDDEN TRAIL COURT SUBDIVISION  
 IN WARRICK COUNTY, INDIANA

VACATION NO. 2024-02

**AN ORDINANCE TO VACATE AN EXISTING 15' DRAINAGE EASEMENT ON LOT 18 IN HIDDEN TRAIL COURT SUBDIVISION IN WARRICK COUNTY, INDIANA**

Be it ordained by the Board of County Commissioners of Warrick County, Indiana as follows:

- Pursuant to IC 36-7-3-12 & 16, a petition was presented to the Board of County Commissioners of Warrick County, Indiana, requesting that the 15' Drainage Easement located on the north line of LOT 18 IN HIDDEN TRAIL COURT SUBDIVISION IN WARRICK COUNTY, INDIANA, as described below on EXHIBIT "A" and as shown on attached EXHIBIT "B", be vacated.
- That after due and proper notice, a public hearing was held by the Board of County Commissioners of Warrick County, Indiana, at which time all interested parties were permitted to address said Board.
- That the Board of County Commissioners of Warrick County, Indiana, after due investigation and consideration have determined that the 15' Drainage Easement located on the north line of LOT 18 IN HIDDEN TRAIL COURT SUBDIVISION IN WARRICK COUNTY, INDIANA, as described below on EXHIBIT "A" and shown on ATTACHED EXHIBIT "B", are not being used and are not necessary, and not required and that it is in the public's interest to vacate the said 15' Drainage Easement located on the north line of LOT 18 IN HIDDEN TRAIL COURT SUBDIVISION IN WARRICK COUNTY, INDIANA.
- That the Warrick County Drainage Board gave their approval to vacate the Drainage Easement described on Exhibit "A" and shown on Exhibit "B" at a public hearing on January 22, 2024.
- That letters or e-mails from CenterPointe Energy, Spectrum, Astound, AT & T, Chandler Utilities, The Town of Newburgh, Indiana American Water, and other utilities, all stated that they do not have services in the area but are not opposed to the vacate of the easements to be vacated.
- The County Auditor shall furnish a copy of the ordinance to the County Recorder to record.

J:\120008\12000-1-2600\12008\surveying\3D\DOCUMENT\1\2636-4-001A-ORDINANCE.dwg

Passed this 26 day of February, 2024.

BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA

By Den Saylor Commissioner

By Terry Phillip Commissioner

By Robert Johnson Commissioner

Michael Distach-Auditor

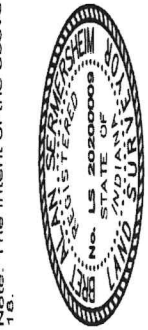
**EXHIBIT "A"**

**15' Drainage Easement Vacation**

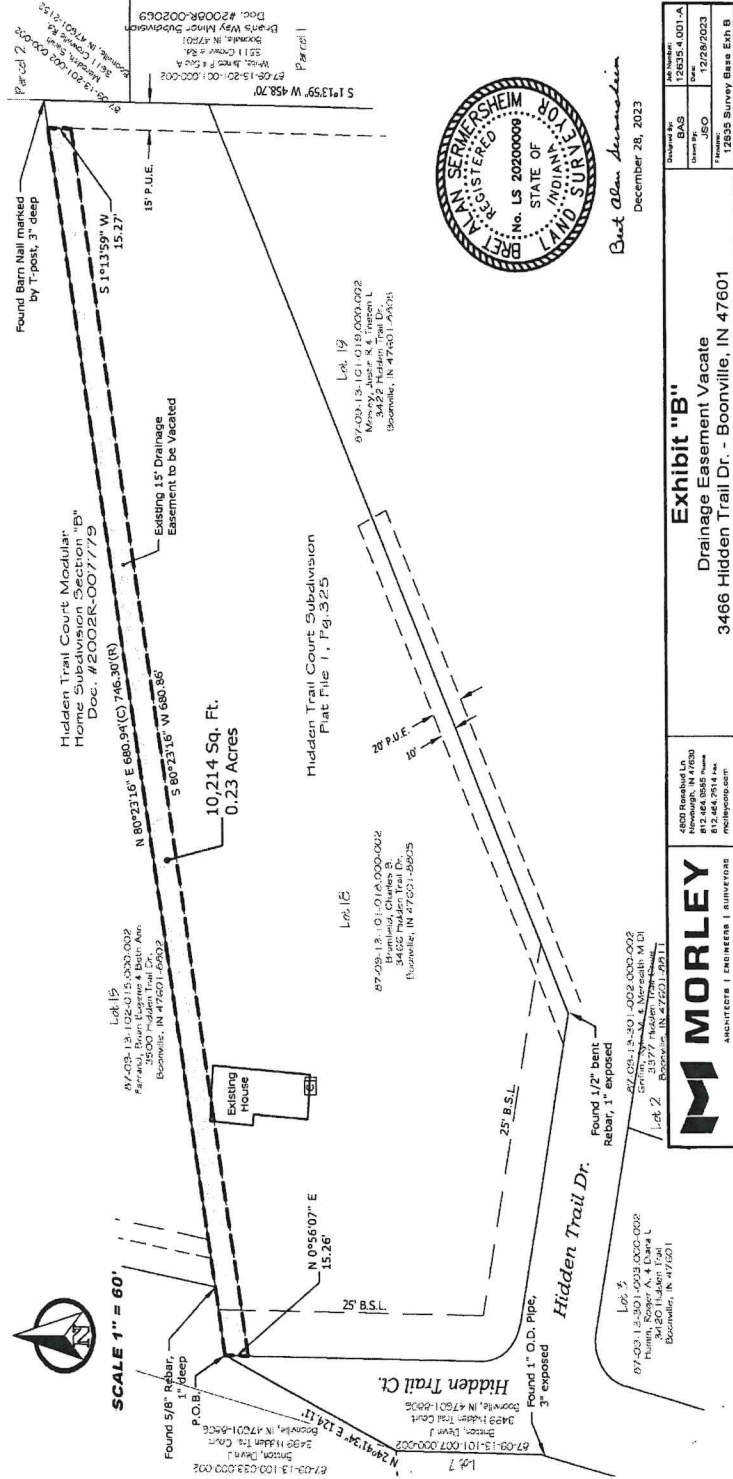
All the 15-foot Drainage Easement located along the north line of Lot 18 in Hidden Trail Court Subdivision, as per plat in the 34553 Hidden Trail Dr., Boonville, IN 47601, Township 5 South, Range 8 West in Boone Township, Warrick County, Indiana being more particularly described as follows:

Beginning at the Northwest corner of said Lot 18, thence along the east line of said 15-foot drainage easement a distance of 15.26 feet to a point on the west line of an existing platted 15-foot public utility easement; thence along the east line of said 15-foot drainage easement a distance of 15.26 feet to a point on the west line of said 15-foot drainage easement; thence along the south line of said 15-foot drainage easement a distance of 56 minutes 07 seconds East 15.26 feet to the point of beginning containing 10.214 square feet (0.23 acres) more or less.

Note: The intent of the above description is to vacate all of this 15-foot drainage easement located on said Lot 18.



**Bret Alan Sermersheim, P.E.**  
 Indiana Registration No. LS20200009  
 34553 Hidden Trail Dr.,  
 Boonville, IN 47601  
 (812) 464-9585  
 brets@bretalanse.com  
 December 28, 2023



Bret Alan Sermersheim  
 December 28, 2023

	4808 Resolved Lot #12 464 9585 #34553 Hidden Trail Dr. Boonville, IN 47601	Exhibit "B" Drainage Easement Vacate 34666 Hidden Trail Dr. - Boonville, IN 47601
	MORLEY SURVEYORS & ENGINEERS   INDIANAPOLIS, IN	12008\12000-1-2600\12008\surveying\3D\DOCUMENT\1\2636-4-001A-ORDINANCE.dwg 12/28/2023

**Lot 76 in Lexington Estates  
Request Extension of Surety  
February 26, 2024**

**BOARD OF COMMISSIONERS:**

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

**ATTEST:**

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



Corporate Headquarters  
10000 W. 10th Street  
Evansville, IN 47706-1111 • 812.492.8100

Date: February 9, 2024

Warrick County Area Plan Commission  
100 West Locust Street  
Historic Courthouse Room 201  
Boonville, IN 47601

RE: Letter of Credit Number 356

First Federal Savings Bank is requesting a year extension for the completion of drainage and street construction - Replat of Lot 76 in Lexington Estates Subdivision. There will be no change in amount for work to be completed.

Thanks

First Federal Savings Bank

*[Signature]*  
Michael Carter, Executive Vice President

**FILED**  
FEB 09 2024  
WARRICK COUNTY CLERK

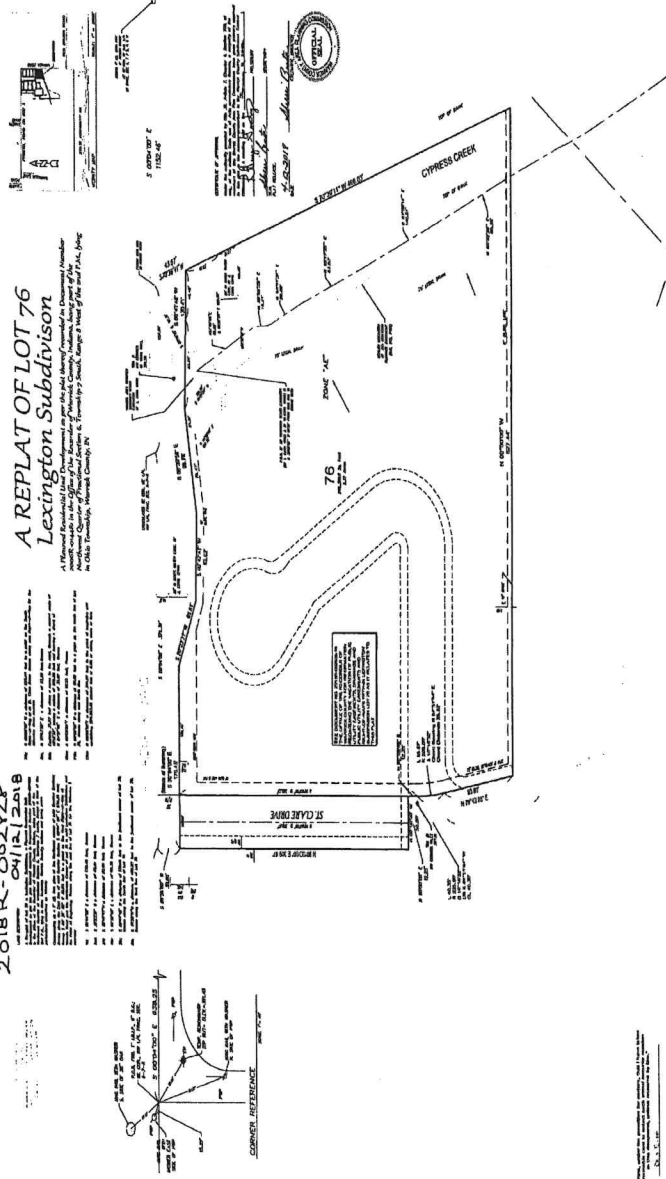
www.firstfedevansville.com

2018 R-082 PZP

04/12/2018

**A REPLAT OF LOT 76  
Lexington Subdivision**

A Plat of Lot 76 in Lexington Estates Subdivision, Warrick County, Indiana, is being replatted to show the following:



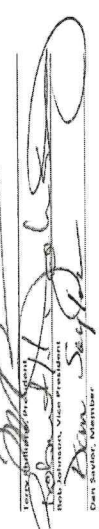






ITEM NO.	ITEM DESCRIPTION	COMMISSIONER	STATUS	DATE	TITLE	AMOUNT
20240004	Public Construction				Public Construction	\$47,000.00
20240005	Public Construction				Public Construction	\$15,000.00
20240006	Public Construction				Public Construction	\$15,000.00
20240007	Public Construction				Public Construction	\$15,000.00
20240008	Public Construction				Public Construction	\$15,000.00
20240009	Public Construction				Public Construction	\$15,000.00
20240010	Public Construction				Public Construction	\$15,000.00
20240011	Public Construction				Public Construction	\$15,000.00
20240012	Public Construction				Public Construction	\$15,000.00
20240013	Public Construction				Public Construction	\$15,000.00
20240014	Public Construction				Public Construction	\$15,000.00
20240015	Public Construction				Public Construction	\$15,000.00
20240016	Public Construction				Public Construction	\$15,000.00
20240017	Public Construction				Public Construction	\$15,000.00
20240018	Public Construction				Public Construction	\$15,000.00
20240019	Public Construction				Public Construction	\$15,000.00
20240020	Public Construction				Public Construction	\$15,000.00
20240021	Public Construction				Public Construction	\$15,000.00
20240022	Public Construction				Public Construction	\$15,000.00
20240023	Public Construction				Public Construction	\$15,000.00
20240024	Public Construction				Public Construction	\$15,000.00
20240025	Public Construction				Public Construction	\$15,000.00
20240026	Public Construction				Public Construction	\$15,000.00
20240027	Public Construction				Public Construction	\$15,000.00
20240028	Public Construction				Public Construction	\$15,000.00
20240029	Public Construction				Public Construction	\$15,000.00
20240030	Public Construction				Public Construction	\$15,000.00
20240031	Public Construction				Public Construction	\$15,000.00
20240032	Public Construction				Public Construction	\$15,000.00
20240033	Public Construction				Public Construction	\$15,000.00
20240034	Public Construction				Public Construction	\$15,000.00
20240035	Public Construction				Public Construction	\$15,000.00
20240036	Public Construction				Public Construction	\$15,000.00
20240037	Public Construction				Public Construction	\$15,000.00
20240038	Public Construction				Public Construction	\$15,000.00
20240039	Public Construction				Public Construction	\$15,000.00
20240040	Public Construction				Public Construction	\$15,000.00
20240041	Public Construction				Public Construction	\$15,000.00
20240042	Public Construction				Public Construction	\$15,000.00
20240043	Public Construction				Public Construction	\$15,000.00
20240044	Public Construction				Public Construction	\$15,000.00
20240045	Public Construction				Public Construction	\$15,000.00
20240046	Public Construction				Public Construction	\$15,000.00
20240047	Public Construction				Public Construction	\$15,000.00
20240048	Public Construction				Public Construction	\$15,000.00
20240049	Public Construction				Public Construction	\$15,000.00
20240050	Public Construction				Public Construction	\$15,000.00
20240051	Public Construction				Public Construction	\$15,000.00
20240052	Public Construction				Public Construction	\$15,000.00
20240053	Public Construction				Public Construction	\$15,000.00
20240054	Public Construction				Public Construction	\$15,000.00
20240055	Public Construction				Public Construction	\$15,000.00
20240056	Public Construction				Public Construction	\$15,000.00
20240057	Public Construction				Public Construction	\$15,000.00
20240058	Public Construction				Public Construction	\$15,000.00
20240059	Public Construction				Public Construction	\$15,000.00
20240060	Public Construction				Public Construction	\$15,000.00

I hereby certify that each of the above listed accounts and the amounts are the bills authorized hereon, and from said account, until I have notified said bill accordance with IC 13-30-4-6, February 26, 2024. IC 13-30-4-6, I have authorized the amounts of the bills of said bills, in the total amount of \$ 3,887,282.90 for District until 26th day of February, 2024. Selection No. 1. 13-30-4-6, I have authorized the amounts of the bills of said bills, in the total amount of \$ 3,887,282.90 for District until 26th day of February, 2024. Selection No. 1.

 Dan Swain, Treasurer

Mirreel District, Auditor

Total: \$ 3,887,282.90





APPROVED FEB 26 2024

ORIGINAL

FILED  
MAR 11 2024  
Michael J. O'Brien  
WARRICK CO. AUDITOR

We have prepared a quote for you

Warrick County Sheriff's Office - IN - 2024 - 2025 NetMotion Renewal  
Quote # 007249  
Version 1

Prepared for:

Warrick County Sheriff's Office - IN

Sherry Williams  
swilliams@warrickcountysheriff.com



Items

Description	Price	Qty	Est. Price
NMCOMPONRN Netmotion Wireless Full access to the NetMotion platform and all of its features, powering security, visibility and connectivity use cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions. (Effective from 2/24/2024 through 2/23/2025)	\$11,640.00	1	\$11,640.00
* 97 Devices *			
Subtotal:			\$11,640.00

Quote#007249 v1

www.brite.com | salesinfo@brite.com | 1-800-333-0495

Page: 2 of 3



Warrick County Sheriff's Office - IN - 2024 - 2025 NetMotion Renewal



Prepared by:  
Brite  
Jamie Isaacs  
1-800-333-0495  
jisaacs@brite.com

Prepared for:  
Warrick County Sheriff's Office - IN  
121 East Locust  
Sherry Williams  
(812) 897-6180  
swilliams@warrickcountysheriff.com

Quote Information:  
Quote #: 007249  
Version 1  
Delivery Date: 01/25/2024  
Expiration Date: 02/10/2024

Quote Summary

Description	Amount
Items	\$11,640.00
Total:	\$11,640.00

- Agreed upon payment terms, NET 30
- Any changes to the order or quantity may result in additional fees.
- Any returns must be accompanied by a return authorization and will be subject to restocking fees.
- Any returns must be approved with 30 days of shipping dates.
- All services will be invoiced upfront and efforts will be made to ensure that the units described above.
- All services will be provided for a period of 1 year from time of purchase and shall be planned in advance with a minimum of four (4) week notice period.
- All hardware and accessories will be invoiced when shipped.
- All software licenses will be invoiced when activated.
- All subscriptions will be invoiced when activated.
- Terms and conditions listed within a Master Services Agreement or Statement of Work supersede any listed here.
- Travel costs will be billed separately unless otherwise stated.
- All taxes on this quote are estimated. Appropriate taxes will be calculated and included at the time of invoice.
- All taxes on this quote are estimated. Appropriate taxes will be calculated and included at the time of invoice.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Warrick County Sheriff's Office - IN

Signature:

Name:

Date:

Terry Phillips  
2/14/24

Quote#007249 v1

www.brite.com | salesinfo@brite.com | 1-800-333-0495

Page: 3 of 3

**ORIGINAL** APPROVED FEB 26 2024 \$5859.20  
**DELLTechnologies** FILED 911 fund

A quote for your consideration MAR 11 2024  
 Based on your business needs, we put the following quote together for you. If you have any questions, please contact Kiera Myers at (812) 897-6180. We are happy to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

Quote No. 3000170980037-1  
 Customer # 55,859.20  
 Expires by 34700912024  
 Contract Name Feb. 10, 2024  
 Contract Code Cooperative Purchasing  
 Dealer Agreement # Alliance (NGCPA)  
 Deal ID NCPA 01-143  
 26856599

Sales Rep Kiera Myers, 81285182  
 Phone (812) 897-6180  
 Billing To ACCOUNTS PAYABLE'S OFFICE  
 100 W STATE ROUTE 62  
 BOONVILLE, IN 47601-9105

Message from your Sales Rep  
 This quote was generated through Self-Checkout Online. Simple, Fast and Secure. Log into Premier Portal to place your order. If you do not have one, ask me how you can get it. Please contact Kiera Myers at (812) 897-6180. Please set up yet. You can click & process your order at dell.com/vote-shop. Checkout as a Guest. Regards, Kiera Myers

Regards,  
 Kiera Myers

**Shipping Group**

Shipping To  
 WARRICK CO SHERIFFS OFFICE  
 100 W STATE ROUTE 62  
 BOONVILLE, IN 47601-9105  
 (812) 897-6180

Shipping Method  
 Standard Delivery

Product  
 OptiPlex Small Form Factor (Plus 7010)

Unit Price \$1,464.00  
 Quantity 4  
 Subtotal \$5,859.20

Subtotal: \$5,859.20  
 Shipping: \$0.00  
 Estimated Tax: \$0.00  
 Non-Taxable Amount: \$5,859.20  
 Taxable Amount: \$0.00  
 Estimated Tax: \$0.00  
 Total: \$5,859.20



Acceptance  
 Terry J Philippe, *TJ Philippe*  
 Date 2/26/24

**Shipping Group Details**

Shipping To  
 WARRICK CO SHERIFFS OFFICE  
 100 W STATE ROUTE 62  
 BOONVILLE, IN 47601-9105  
 (812) 897-6180

Shipping Method  
 Standard Delivery

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7010)	210-BPXE	\$1,464.00	4	\$5,859.20
13th Gen Intel Core i7-13700 (4x8 Cores/30MB/24T/2.1GHz to 5.1GHz/65W)	338-BHCJ	-	4	-
16GB (2x8GB) DDR5 Non-ECC Memory	619-ARSD	-	4	-
M.2 22x30 256GB PCIe NVMe Class 50 Solid State Drive	630-ARMS	-	4	-
Addressable 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	400-ROUJ	-	4	-
Office Home & Business 2021	412-AAAT	-	4	-
M.2 22x30 Thermal Pad	773-BBRC	-	4	-
Addressable 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	401-AACKT	-	4	-
M.2 22x30 Thermal Pad	412-AACT	-	4	-
NO RAID	773-BBRC	-	4	-
Dell AM3 Radeon RX 6300 2GB GDDR6 Low Profile, Total 4 GB	817-BRAN	-	4	-
OptiPlex SFF Plus with 250W Bronze Power Supply	450-BIDG	-	4	-
No Optical Drive	320-B1PM	-	4	-
CM3 Software not included	450-AAOJ	-	4	-
No Media Card Reader	450-ABKF	-	4	-
Dell Pro Wireless Keyboard and Mouse - KMS21W - English - Black	370-B1PM	-	4	-
Mouse included with Keyboard	632-BBDJ	-	4	-
Dell Additional Software	470-B1PM	-	4	-
Quick Start Guide, OptiPlex SFF Plus	452-BCKG	-	4	-
Trusted Platform Module (Discrete TPM Enabled) Shipping Material	870-AAAD	-	4	-
	326-RCZD	-	4	-
	650-B1PM	-	4	-
	379-BBLW	-	4	-
	379-BBZG	-	4	-
	340-DDFN	-	4	-
	329-BBJL	-	4	-
	340-CGYK	-	4	-

Shipping Label	389-00LUJ	-	4
Regulatory Label for OptiPlex SFF Plus 260/200W, FSJ	389-FBEZ	-	4
No Hard Drive Bracket, Dell OptiPlex	875-RBCK	-	4
SVW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	600-BFGP	-	4
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	4
Desktop BTO Standard shipment	302-001X	-	4
No Additional Add In Cards	817-00BB	-	4
Custom Configuration	820-AAKD	-	4
Internal Speaker	631-ADPF	-	4
Intel vPro Enterprise	370-BDTC	-	4
EPeAT 2018 Registered (Silver)	596-BBJC	-	4
No Additional Network Card Selected (Integrated NIC Included)	812-3895	-	4
Dell Limited Hardware Warranty Plus Service	812-3894	-	4
ProSupport: Next Business Day Onsite 3 Years	999-3449	-	4
Thank you choosing Dell ProSupport. For tech support, visit /support.dell.com/ProSupport			
	<b>Subtotal:</b>		<b>\$6,859.20</b>
	<b>Shipping:</b>		<b>\$0.00</b>
	<b>Environmental Fee:</b>		<b>\$0.00</b>
	<b>Estimated Tax:</b>		<b>\$0.00</b>
	<b>Total:</b>		<b>\$9,699.20</b>

Page 4 Dell Manufacturing Corp. U.S. only. Dell Manufacturing Corp. is located at One Dell Way, Mail Stop 3130, Round Rock, TX 78681

**Important Notes**

**Terms of Sale**  
 This Quote will, if Customer issues a purchase order, for the quoted items shall be subject to Supplier, specifically a contract between the Supplier and Customer, unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the information provided in this Quote and is subject to change without notice. The final amounts shall be stated on the relevant invoice arising from pricing errors. Taxes and/or duties, if applicable, shall be the responsibility of the Customer. Customer shall be responsible for any applicable taxes on your purchase order and send your tax identification number to the Supplier at [taxid@delldell.com](mailto:taxid@delldell.com) or [akalabs.faxdell.com](http://akalabs.faxdell.com), as applicable.  
**Shipping Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the items identified in this Quote; (b) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (c) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (d) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (e) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (f) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (g) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (h) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (i) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (j) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; 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(p) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (q) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (r) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (s) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (t) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (u) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (v) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (w) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (x) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (y) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS; (z) the terms and conditions of the Supplier's standard service offerings, the applicable cloud terms of service identified on the website [www.dell.com/terms](http://www.dell.com/terms), or for cloud/aaS.  
 Supplier represents that this transaction does not involve: (a) use of U.S. Government property, (b) use of U.S. Government information, (c) use of U.S. Government technology, (d) use of U.S. Government data, (e) use of U.S. Government information, (f) use of U.S. Government technology, (g) use of U.S. Government data, (h) use of U.S. Government information, (i) use of U.S. Government technology, (j) use of U.S. Government data, (k) use of U.S. Government information, (l) use of U.S. Government technology, (m) use of U.S. Government data, (n) use of U.S. Government information, (o) use of U.S. Government technology, (p) use of U.S. Government data, (q) use of U.S. Government information, (r) use of U.S. Government technology, (s) use of U.S. Government data, (t) use of U.S. Government information, (u) use of U.S. Government technology, (v) use of U.S. Government data, (w) use of U.S. Government information, (x) use of U.S. Government technology, (y) use of U.S. Government data, (z) use of U.S. Government information.  
 Customer represents that this transaction does not involve: (a) use of U.S. Government property, (b) use of U.S. Government information, (c) use of U.S. Government technology, (d) use of U.S. Government data, (e) use of U.S. Government information, (f) use of U.S. Government technology, (g) use of U.S. Government data, (h) use of U.S. Government information, (i) use of U.S. Government technology, (j) use of U.S. Government data, (k) use of U.S. Government information, (l) use of U.S. Government technology, (m) use of U.S. Government data, (n) use of U.S. Government information, (o) use of U.S. Government technology, (p) use of U.S. Government data, (q) use of U.S. Government information, (r) use of U.S. Government technology, (s) use of U.S. Government data, (t) use of U.S. Government information, (u) use of U.S. Government technology, (v) use of U.S. Government data, (w) use of U.S. Government information, (x) use of U.S. Government technology, (y) use of U.S. Government data, (z) use of U.S. Government information.  
 For certain products shipped to any state in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages the use of electronic equipment property.  
 Electronically linked terms and descriptions are available in hard copy upon request.

Page 5 Dell Manufacturing Corp. U.S. only. Dell Manufacturing Corp. is located at One Dell Way, Mail Stop 3130, Round Rock, TX 78681

APPROVED FEB 26 2024  
**AMENDMENT TO WARRICK COUNTY COMMISSIONERS ATTORNEY ENGAGEMENT AGREEMENT**  
 FILED MAR 1 2024  
 WARRICK CO. AUDITOR

THIS AMENDMENT to the Warrick County Commissioners Attorney Engagement Agreement is effective as of January 1, 2022, by and between Warrick County, State of Indiana, acting by and through its duly authorized Board of Commissioners (the "County"), and the law firm of Fine & Hatfield, A Professional Corporation, of 8988 Ruffian Lane, Suite C, Newburgh, Warrick County, Indiana, 47630, and the primary partner who shall be in charge of all legal services to be provided herein, Andrew E. Skinner, Esq., (collectively, "Attorney").

**RECITALS**

**WHEREAS**, the County and Attorney entered into an Attorney Engagement Agreement on January 27, 2014 (the "Agreement"), which Agreement has been subsequently renewed for additional terms thereafter; and  
**WHEREAS**, the County and Attorney agreed to an amendment of the Compensation section of the Agreement effective January 1, 2022, but due to oversight said amendment was never executed by the parties;  
**WHEREAS**, the County and Attorney desire to formerly execute and amend the Agreement pursuant to the terms and conditions contained in this Amendment;  
**NOW, THEREFORE**, in consideration of the promises, covenants, and conditions herein contained, the County and Attorney hereby agree to amend Section 4 of the Agreement with the following language:

**SECTION 4 COMPENSATION**

As compensation for all services to be rendered hereunder by General Counsel pursuant to this agreement, the County agrees to pay the General Counsel the following:  
 A. The sum of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) per month payable to General Counsel on or before the 15<sup>th</sup> day of the month following the month for which the services were rendered (hereinafter referred to as the "Retainer").

This Amendment amends only those portions of the Agreement that are specifically referenced in this Amendment. All other terms and conditions of the Agreement are hereby ratified and confirmed by the Parties.

IN WITNESS WHEREOF each Party of this Agreement has caused to be executed at Boonville, Warrick County, Indiana, as of the 26th day of February, 2024, and effective as of January 1, 2022.

WARRICK COUNTY COMMISSIONERS (the "County")

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

ATTEST:

Michael Dietsch,
Warrick County Auditor

FINE & HATFIELD, A Professional Corporation ("Attorney")

By: Andrew E. Skinner

Mailing Addresses:
Warrick County Commissioners
107 West Locust Street
Boonville, IN 47309-0601
Telephone: (812) 897-6120
Facsimile: (812) 897-6189

Andrew E. Skinner, Esq.
FINE & HATFIELD A PROFESSIONAL CORPORATION
520 NW Second Street
Evansville, IN 47706-0779
Phone: (812) 425-3592
Fax: (812) 421-4269
Email: aes@fine-hatfield.com



APPROVED FEB 26 2024

One Time Weed & Algae Treatment

Company ID: 1475
Company Name: Warrick County Parks & Recreation
Date Created: 01-18-2024
Proposal #: 376362

FILED
MAR 11 2024

Contact Name: Audrey Phillipa
Property Name: Scabies Lake
Company Address: P.O. Box 68 Boonville/Warrick Co. Auditor

Program Specifications:
Aquatic Control Inc. will provide a combination herbicide weed and algae treatment on approximately 18 acres of Scabies Lake from the boat ramp. The treatment will include the boat ramp, selected bank fishing areas, selected boat docks, selected boat ramps, and selected areas nearby. The objective of the program is to control nuisance vegetation in the treatment area, at the time of treatment, within 15 days following application or death of nuisance vegetation. The treatment is observed growing naturally. Treatment is guaranteed to provide a kill of a minimum of 80% of nuisance vegetation in the treatment area. The treatment is observed growing naturally. Treatment is guaranteed to provide a kill of a minimum of 80% of nuisance vegetation in the treatment area, at the time of treatment, within 15 days following application or death of nuisance vegetation. On call treatments of nuisance algae can be arranged on a per treatment basis by Aquatic Control.

NOTE: This contract is contingent upon the receipt of a permit from the Indiana Department of Environmental Management. Payment for this contract will be made by the client on or before the date specified in the contract. Payment for this contract will be made by the client on or before the date specified in the contract.

Table with 3 columns: Add, Options / Description, Price. Row 1: No Options Available, \$0.00. Total: \$0.00.

Table with 3 columns: Program Costs, Optional Treatments / Services, Tax. Row 1: \$9,298.00. Total: \$9,298.00.

Notes & precautions:

Recommend a dry irrigation and drinking restriction in treated area following application.

Terms:

This contract is for the complete program as described in the above specifications and options sections, with material cost protected over the entire contract period. Payment will be according to the payment option chosen. Payment will be according to the payment option chosen. Payment will be according to the payment option chosen. Payment will be according to the payment option chosen.

The above prices, specifications and conditions are satisfactory and are hereby accepted. Aquatic Control is authorized to do the work as specified.



Prepared by: Lair Willey
Authorized Signatory: Lair Willey

Client Signature: Lair Willey
Printed Name: Lair Willey

Printed: Lair N Willey
Dated: 01-10-2024

Dated: 02-22-2024

send timely payments to: Aquatic Control, Inc. - PO Box 100, Seymour, IN 47274
Questions? Call Toll Free 800-753-5253