

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING

REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
March 11, 2024
10:00 A.M.

The Warrick County Commissioners met in regular session with Terry Phillippe, President and Dan Saylor, Member. Commissioner Bob Johnson was not present for this meeting.

Attorney Andrew Skinner and Administrator Heather Soberg 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 10:00 A.M.

PLEDGE OF ALLEGIANCE

**AREA PLAN COMMISSION
REQUEST FOR RELEASE OF SURETY
C-2023-002**

APC Director Molly Barnhill presented a Request for Release of Surety, C-2023-002, for Capitol Construction Services, INC. The County is holding \$15,905.00 in surety guaranteeing driveway construction. They have requested that it be released. The surety expires April 20, 2024. County Engineer Bobby Howard has signed off on the release. He stated that they had to go in and repair a few things, but all was completed and it is ready for release. Commissioner Dan Saylor made the motion to approve the release. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(C-2023-002 is located on Page 5 of these Official Minutes)

**REQUEST FOR EXTENSION OF SURETY
BELLEVUE SUBDIVISION SECTION 1**

Next, Ms. Barnhill presented a Request for the Extension of Surety for Bellevue Subdivision, Section 1, CD Real Estate by Chris Combs, Member. The County is holding \$16,215.00. The have had one year and are requesting a one-year extension. The letter of credit expires April 8, 2024. Mr. Howard said that the dollar amount was sufficient. Commissioner Dan Saylor made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(Bellevue Extension is located on Page 6 of these Official Minutes)

PEBBLE CREEK SUBDIVISION

Ms. Barnhill presented a second Request for Extension of Surety for Pebble Creek Subdivision, Ruksam Development, LLC by Dr. Mohammed Hussain, Partner. The County is holding \$242,576.95. They have had five years and are requesting a one-year extension for \$244,639.45. The letter of credit expires April 12, 2024. The County Engineer signed off on the dollar amount. The County Surveyor signed off on the drainage portion. Mr. Howard said that the dollar amount was sufficient. Ms. Barnhill stated that the amount did go up slightly due to some ADA ramp costs being included. Commissioner Dan Saylor made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(Pebble Creek Extension is located on Page 6 of these Official Minutes)

**REQUEST TO REZONE
PC-R-24-02
ORDINANCE 2024-03**

Ms. Barnhill presented a Request to Rezone, PC-R-24-02, petitioner and owner is Van Development, LLC, by Chad VanZilen, Member. It's to rezone 10.56 acres located on the west side of Anderson Road approximately 650 feet north of the intersection formed by Anderson Road and Yosemite Drive from R-1, One Family Dwelling to A/PUD, Agricultural Planned Unit Development, Ohio Township, 25-6-9. The complete legal is on file. It was advertised in the Standard on February 1, 2024. It was approved unanimously by the APC Board.

Scott Buedel with Cash Waggner and Associates was present to speak to the rezoning. They had initially proposed this as a two lot parcelization and the back property was over 10 acres. It wasn't moving so they are dividing it up a little more to get the properties moving. Mr. Howard had no issues. They were also leaving the lots Ag because of the nature of the lots as well as a few other reasons. There were no remonstrators. Commissioner Dan Saylor made the motion to approve Ordinance 2024-03. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(Ordinance 2024-03 is located on Page 7 of these Official Minutes)

**STREET ACCEPTANCE
BELLEVUE SUBDIVISION, SECTION 1**

Ms. Barnhill presented a Street Acceptance for Bellevue Subdivision, Section 1, for CD Real Estate by Chris Combs, Member. This includes Angel Drive at 2,291 lineal feet, Cayman Court at 471 lineal feet, Crenshaw Drive at 869 lineal feet, Chadwick Drive at 546 lineal feet, Sable Way at 730 lineal feet, and Terrace Drive at 210 lineal feet. The letter of credit expires April 8, 2024. Ms. Barnhill wasn't sure if it was ready to go. Mr. Howard said the County Inspector came back with a report on the drainage issues and other things that need to be addressed. He thought it should be tabled. Commissioner Dan Saylor made the motion to table. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

**STREET CONSTRUCTION PLANS
PP-24-04 HIGHLAND GROVE SUBDIVISION**

Next were two Street Construction Plans. First was, PP-24-04, Highland Grove Subdivision by Petitioner Rising Son Development, LLC by Andy Schmitz, Member. Owners are Glenn A Camp, Linda L. Ingram, and James R. Purviance, Jr. It's approximately 36.96 acres located on the south side of Tennyson Road approximately zero feet east of the intersection formed by Tennyson Road and Roth Road. It's Boon Township 30-5-7. The complete legal on file. It was advertised in the Standard on February 29, 2024. They are requesting no improvements to streets, drainage, or sidewalks. Mr. Howard was good with the plans. He did ask Ms. Barnhill if it went to the Drainage Board. She said she thought that it did. Commissioner Saylor agreed that it had. Commissioner Dan Saylor made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(PP-24-04 is located on Pages 7 through 8 of these Official Minutes)

PP-24-05 WYNGATE WEST PUD

Next was, PP-24-05, Wyngate West, PUD by Petitioner, Aaron Miller, Owner, Barrington Custom Homes, LLC, by Aaron Miller, Member. It's approximately 2.12 acres located on the east side of Old State Road 261 approximately zero feet north of the intersection formed by Old State Road 261 and Wyngate Drive being Lot 39 in Wyngate Subdivision, Section A, replat of Lots 17, 18, and 39. Ohio Township, 34-6-9. It was advertised in the Standard, February 29, 2024. They have asked to continue this to the next meeting. Commissioner Dan Saylor made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

**ACTION AGENDA
APPROVAL OF MINUTES
FEBRUARY 26, 2024**

Minutes for the February 26, 2024 Regular Session meeting were presented to the Commissioners for approval. Commissioner Dan Saylor made the motion to approve the minutes. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

APPOINTMENT OF LANE TOWNSHIP BOARD MEMBER

Administrator Soberg said that they had received letters from Jared Skelton from the Trustee Board from Lane Township. Mr. J.T. O'Daniel was resigning. Attorney Skinner said that this was a member that the Commissioners had appointed, so, it would be appropriate for the Commissioners to appoint the replacement. There is an appointment needed to the Lane Township Board. Mr. Travis Bulcher has been recommended and they have received a letter of recommendation for him. This would be in Commissioner Johnson's District. Since he is not present, the Commissioners decided to table it to the March 25, 2024 meeting. Commissioner Dan Saylor made the motion to table. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

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

The Appointments for the Health Board were brought before the Board. Attorney Skinner suggested tabling the appointments. Commissioner Dan Saylor made the motion to table. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

**COUNTY ADMINISTRATOR
CONSENT AGENDA**

County Administrator Heather Soberg presented the following items on the Consent Agenda for approval:

- a. County Auditor Certified Claims Voucher - Report Date 03/06/2024
- b. Payroll Vouchers 02/ 23/2024 & 03/08/2024
- c. Declaration of worthless surplus for old phone equipment, desk, and non-working printer serial number CNBCCCY20C
- d. Clerk Monthly Report – January 2024
- e. Treasurer Monthly Report – January & February 2024
- f. Central Square Renewal – Sheriff's Department Dispatch Software
- g. Meeting Date Change – April 8th meeting moved to April 9th at 4:00 pm

Commissioner Dan Saylor made the motion to approve the items on the Consent Agenda. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

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

(Payroll is located on Pages 10 through 11 of these Official Minutes)

(Clerk's Report is located on Page 11 of these Official Minutes)

(Treasurer's Report is located on Page 11 of these Official Minutes)

(Central Square Renewal is located on File in the Auditor's Office)

**RELEASE OF ROAD USE AGREEMENTS FOR WEYERBACHER ROAD AND
LILY PAD ROAD**

Ms. Soberg presented Road Use Agreement Releases for Weyerbacher Road and Lily Pad Road. County Engineer Bobby Howard stressed that the Road Use Agreement for Seven Hills Road would remain active. Only the portion of Weyerbacher and Lily Pad were being released.

Commissioner Phillippe asked if Mr. Howard had talked with Peabody's engineer, because he would really like to sit down with them. Mr. Howard said that they were trying to set up a meeting. But, he has spoken to the engineer about these releases. Commissioner Dan Saylor made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

COUNTY AUDITOR'S UNCERTIFIED CLAIMS

Uncertified Claims from the Auditor's Office were presented. There were two for Liberty Concepts and one for April Edwards. Commissioner Phillippe asked Attorney Skinner where they were at on those. County Attorney Andrew Skinner said that a draft has been completed for Liberty Concepts and they are in agreement with the language. It should be ready by the next meeting to take action. He suggested that these all be tabled again. Commissioner Dan Saylor made the motion to table. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

**IDEM NOTICE
ENVIRONMENTAL MANAGEMENT CONSULTANTS**

Administrator Soberg stated that they had received a notice from IDEM for a requirement of a new plan for the monitoring at the landfill. Environmental Management Consultants, who monitors the landfill, has provided a services agreement to develop this plan. Attorney Skinner has reviewed the agreement and it is ready to be approved. Commissioner Dan Saylor made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

*(Environmental Management Consultants Contract is located on
Pages 12 through 13 of these Official Minutes)*

**COUNTY HIGHWAY/ENGINEER
TELEPHONE ROAD TREE CLEARING PROJECT
CHANGE ORDER #1**

County Engineer Bobby Howard presented a Change Order for the Telephone Road Tree Clearing Project. One of the trees had not been marked, so, it wasn't included in the bid. It will add an additional \$2,500.00 to the project. He doesn't foresee any more issues. All the trees have to be down this month. Commissioner Dan Saylor made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(Treemasters Change Order #1 is located on Page 13 of these Official Minutes)

**COUNTY ATTORNEY
AMENDMENT TO COUNTY PURCHASING POLICY ORDINANCE
ORDINANCE 2024-04**

County Attorney Skinner presented an amendment to Chapter 31.08 in the Warrick County Code of Ordinances. Acquisitions Administrator Sherrie Sievers had asked for the amendment to cover projects that are under Public Works Projects under \$150,000.00. There is a Statute that allows this. In order to expedite these smaller works projects, she requested that a change was drafted to the current ordinance to allow for that process. He also spoke to the changes and how it would help with routine maintenance and services.

Commissioner Phillippe asked if Ms. Sievers had seen it and if it was what she was looking for. Ms. Sievers spoke in favor of it and what it would do to make things easier to address more quickly.

Attorney Skinner clarified that it would mainly apply to routine maintenance and services of Public Works buildings. Attorney Skinner read the following into the record:

Ordinance 2024-04, An Ordinance of the Board of Commissioners of Warrick County, Indiana, Amending the Warrick County Code of Ordinances, Section 31.08 Purchasing Policy for the Procurement of Equipment, Goods, Materials, and Services

Commissioner Dan Saylor made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(Ordinance 2024-04 Is located on Pages 13 through 18 of these Official Minutes)

CASTLE HIGH SCHOOL ROAD CLOSURE REQUEST

The Castle High School Nightingales and the Knight Sensations will be headed to State for competition. They will have a send off and have asked for permission to close or block one of the County roads for about fifteen minutes. Attorney Skinner went over some of the details. The Sheriff was aware and they were prepared. Commissioner Dan Saylor made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

SHERIFF

**SURPLUS DECLARATION REQUEST
SERVICE WEAPON FOR RETIREE**

Sheriff Mike Wilder presented a Request for a Surplus Declaration for a Service Weapon. Sergeant Paul Weinzapfel is retiring and since he has served over eight years, he receives his service weapon as a gift as is policy. Commissioner Dan Saylor made the motion to approve. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

(Surplus paperwork is located on File in the Auditor's Office)

THIRTY-THREE SERVICE WEAPONS DECLARED SURPLUS

Sheriff Wilder also asked for another thirty-three service weapons be declared surplus. They are being cycled out for replacement. They weren't able to trade the older weapons in right away as the new service weapons required training with the MOS siting. He went over some of those details. They are now ready to trade in all the older weapons. The money will come in to cover the new ones purchased and he briefly reviewed that process. Commissioner Dan Saylor made the motion to approve the declaration of surplus. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

FIREWALL REPLACEMENT

Sheriff Wilder said that he would be bringing quotes to the next meeting for a new firewall that is needed. He went over some of the details and wanted them to know that it would be coming up.

COMMISSIONER ITEMS FOR DISCUSSION


There were no other items for discussion.

ADJOURNMENT


The next Warrick County Commissioners' meeting will be held on Monday, March 25, 2023 in the Commissioners' meeting room at 4:00 PM. Commissioner Dan Saylor made the motion to adjourn. Commissioner Terry Phillippe seconded the motion. The motion carried 2-0.

Meeting adjourned at 10:28 A.M.


WARRICK COUNTY BOARD OF COMMISSIONERS



TERRY PHILLIPPE, PRESIDENT



ROBERT JOHNSON, JR., VICE PRESIDENT

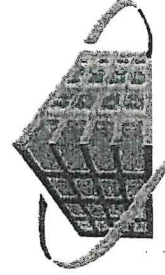


DAN SAYLOR, MEMBER

ATTEST: 

MICHAEL J. DIETSCH, AUDITOR
WARRICK COUNTY, INDIANA

Minutes Respectfully Submitted by Kristine Georges, Official Recording Secretary




**VERSATILE
 CONSTRUCTION
 GROUP, LLC.**
 570 Tracy Road, Suite 610
 New Whiteland, IN 46184
 Office: 317.535.3579
 email: info@versatile-llc.com



February 12, 2024
 Warrick County Area Plan Commission
 107 W Locust Street
 Boonville, IN 47601
 Attn: Molly Barnhill

RE: Starbucks – Surety Release – Drive-2023-002-C
 9919 Pointe View Drive
 Newburgh, IN

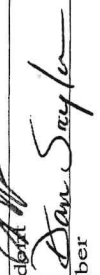
Dear Ms. Barnhill,
 Please allow this letter to serve as the Engineer's Certification of Completion of the entrance drive and all R-O-W work for the Starbucks located 9919 Point Drive. It is respectfully requested that the Surety in Escrow be released.

Sincerely,

 Trent A. Baxter, PE
 Versatile Construction Group, LLC



BOARD OF COMMISSIONERS:

 President



 Member

 Member

ATTEST:

 Auditor
 Date: 3-12-24



CASH WAGBNER & ASSOCIATES, P.C.
CONSULTING ENGINEERS - LAND SURVEYORS

February 22, 2024

Warrick County Area Plan Commission
107 West Locust Street
Counthouse, Room 201
Boonville, IN 47601

RE: **Bellevue Subdivision - Section 1**
Project No.: 15-2195

On behalf of the developer, CD Real Estate Development, Inc., we request the current letter of credit in the amount of \$16,215.00 for sidewalk construction extended for one year for Bellevue - Section 1.

If you have any questions or require additional information, please contact our office.

Sincerely,

Glen Meritt, Jr.
Glen Meritt, Jr.
Project Engineer

cc: File

WAGB

BOARD OF COMMISSIONERS:

President: *[Signature]*

Member: *[Signature]*

Member

ATTEST:

Auditor: *[Signature]*

Date: 3-12-24

FILED
FEB 29 2024

WARRICK COUNTY
AREAL PLAN COMMISSION

414 CHASEL BUNK, SUITE B
EVANSVILLE, IN 47715

PH: 812.401.5561
FAX: 812.401.5563

Pebble Creek Subdivision
Request Extension of Surety
March 11, 2024

BOARD OF COMMISSIONERS:

President: *[Signature]*

Member: *[Signature]*

Member

ATTEST:

Auditor: *[Signature]*

Date: 3-12-24

M MORLEY

February 27, 2024 ARCHITECTS | ENGINEERS | SURVEYORS

Warrick County Engineer's Office
Attn: Bobby Howard
107 W Locust Street, Suite 208
Boonville, IN 47601

Re: **Pebble Creek Subdivision**
Request Extension of Surety
Letter of Credit Restoration
Montey Project # 11896-4-002A

Dear Bobby,

The following remaining work needs to be completed:

Entrances:
Vann Road Entrance 0.0 LS 2,500.00 \$ 2,500.00 \$
Vann Road Entrance (Completed) 0.0 LS 15,000.00 \$ - \$
Streets:
Pebble Creek Drive - Surface Coat 1,786.3 LF 35.00 \$ 62,870.50 \$
Montgomery Court - Surface Coat 1,237.1 LF 35.00 \$ 43,298.50 \$
SUBTOTAL FOR STREETS 127,229.50 \$

Sidewalks:
At the time of our inspection, the following sidewalks were COMPLETE: 3526 Sand Dr. 3523, 3524, 3529, 3541, 3547, 3593 Montgomery Court 8539, 8540, 8541, 8542, 8543, 8544, 8545, 8546, 8547, 8548, 8549, 8579, 8571, 8585, 8587, 8551, 8543, 8537 Pebble Creek Drive, 8540, 8541, 8542, 8543, 8544, 8545, 8546, 8547, 8548, 8549, 8579, 8571, 8585, 8587, 8551, 8543, 8537 Pebble Creek Drive. At these locations, we estimate a total of 1,380 ft. of sidewalk to be complete. We assume the total length of sidewalks required is approximately 2 x [total length of streets] = 7,127 - 284. (no sidewalk variance on the west side of lots 21-25) = 6,843. Thus, approximately 5,178 feet of sidewalk remains to be installed.

Install ADA Ramp where sidewalk already 4 EA 1,000.00 \$ 4,000.00 \$
Install ADA Ramp where sidewalk not already 12 EA 500.00 \$ 6,000.00 \$
poured 12 LF 16.00 \$ 192.00 \$
SUBTOTAL FOR SIDEWALKS 10,192.00 \$

Miscellaneous:
Final Grading and Seeding 1 LS 5,000.00 \$ 5,000.00 \$
SUBTOTAL FOR MISCELLANEOUS 22,239.95 \$

TOTAL COST ESTIMATE 127,229.50 \$
10% CONT. 22,239.95 \$
SUBTOTAL 149,469.45 \$

Sincerely,

[Signature]
James E. Morley, P.E.

2/27/2024

3/5/24
[Signature]
3-6-2024



CC: APC
File

FILED
FEB 28 2024

WARRICK COUNTY
AREAL PLAN COMMISSION

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2024-03
 PLAN COMMISSIONER DOCKET # PC-R-02
 AN ORDINANCE TO AMEND THE WARRICK COUNTY, INDIANA
 COMPREHENSIVE ZONING ORDINANCE BY REPEALING CERTAIN
 REAL ESTATE IN WARRICK COUNTY, INDIANA

BE IT ORDAINED BY COMMISSIONERS OF WARRICK
 COUNTY, INDIANA:

Section 1. That the Warrick County, Indiana Comprehensive Zoning Ordinance and the Warrick County Zoning District Maps, dated February 1, 2003 and made a part of said Ordinance, be and the same are hereby amended as follows:

That the boundaries of the "R-1" District as shown on said Warrick County Zoning District Maps, be amended as to the described real estate:
 South, being the Southeast Quarter of Section 25, Township 6
 particularly described as follows:

Commencing at the Northeast Corner of said Quarter Quarter Section; thence along the East line of said Quarter Quarter Section South 00 Degrees 37 Minutes 45 Seconds West 123.00 feet to the Point of Beginning; thence continue along said East line, South 00 Degrees 37 Minutes 59 Seconds West 50.00 feet; thence parallel to the North line of said Quarter Quarter Section North 88 Degrees 50 Minutes 37 Seconds East 107.36 feet; thence parallel with the East line of said Quarter Quarter Section South 00 Degrees 37 Minutes 59 Seconds West 43.5.02 feet to the North line of Summit Points Section B as recorded in Document Number 1997R-004493 in the Office of the Recorder of Deeds for Warrick County, Indiana; thence along the West line of the recorded Quarter Quarter Section B, North 88 Degrees 53 Seconds West 705.83 feet to the West line of said Quarter Quarter Section; thence along the West line of said Quarter Quarter Section, North 00 Degrees 29 Minutes 21 Seconds East 608.20 feet to the East line of said Quarter Quarter Section, North 88 Degrees 50 Minutes 37 Seconds East 107.36 feet; thence parallel with the East line of said Quarter Quarter Section, South 00 Degrees 37 Minutes 59 Seconds West 123.00 feet; thence parallel with the North line of said Quarter Quarter Section, South 88 Degrees 51 Seconds East 611.61 feet; the Point of Beginning, containing 460,245 square feet, 10.56 acres more or less.

Subject to a 50-foot Easement, Maintenance and Use Declaration as recorded in Document 2023R-002427 in the Office of the Recorder of Warrick County, Indiana.

Also, subject to the right-of-way for Anderson Road along the east side.

Also, subject to all other easements and rights-of-ways of record.

Which real estate is zoned and classified as part of the "R-1" District, as shown on the aforesaid Warrick County Zoning District Maps, such that all other easements and rights-of-ways hereinbefore mentioned are hereby rezoned and reclassified from said "R-1" District to said "PUD/A" District.

Section 2. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of the County of Warrick, State of Indiana.

[Signature]
 President
[Signature]
 Member

Member
 BOARD OF COMMISSIONERS
 WARRICK COUNTY INDIANA

County Auditor: *[Signature]*
 Date Approved: 3-11-24

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

[Signature] Printed Name: Scott Buedel
 This document prepared by: Scott Buedel, Cash Wagener and Associates, PC
 414 Citadel Circle, Suite B, Evansville, IN 47715.



February 5, 2024
 Warrick County Engineer's Office
 Attn: Bobby Howard, PE
 107 W Locust St, Suite 208 Courthouse
 Boonville, IN 47601
**Re: Highland Grove Subdivision
 Request for No Road Improvements
 Morley Project #12620.1.001A**

► 812.464.9565 office 812.464.2614 fax
 ► 4800 Rosebud Ln., Newburgh, IN 47630
 ► morleycorp.com

Dear Bobby:

On behalf of the subdividers, Rising Son Development, LLC, we are requesting that this project require no road improvements to Roth Road or Tennyson Road. The proposed development is anticipated to generate low traffic volumes, as only 5 new building lots are proposed.

If you have any questions, comments, or require additional information, please contact our office at (812) 464-9585.

Sincerely,
[Signature]
 David L. Memering, PE
 Project Manager

ENCL: Primary Plat
 cc: File

FILED
 FEB 06 2024

WARRICK COUNTY
 AREA PLAN COMMISSION

BOARD OF COMMISSIONERS:

[Signature] President
[Signature] Member
 Member

ATTEST:

[Signature]
 Auditor
 Date: 3-12-24



MORLEY ARCHITECTS | ENGINEERS | ENVIRONMENTAL

February 5, 2024
Warrick County Surveyor's Office
Attn: Phil Baxter
107 W Locust St, Suite 206 Courthouse
Boonville, IN 47601

812.464.9585 office
4800 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

Handwritten signature and date: Philly to [unclear] 3-7-2024

Request for No Drainage Impacts Letter
Highland Grove Subdivision
Morley Project #12620.1.001A

Dear Phil:
On behalf of the subdividers, Rising Sun Development, LLC, we respectfully request that the plans for drainage be waived. There are no proposed plans for developments as these 2.5 acre and larger lots are proposed for individual homes.

Sincerely,
David M. Mearns
Project Manager

ENCL: Primary Plat

cc: File

FILED FEB 06 2024 WARRICK COUNTY AREA PLAN COMMISSION

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APPROVED MAR 11 2024

ORIGINAL

Table with columns: Assessor's Name, Lot Area, Land Area, and Assessment Amount. Lists property details for various lots.

Table with columns: Assessor's Name, Lot Area, Land Area, and Assessment Amount. Lists property details for various lots.

4749	4750	4751	4752	4753	4754	4755	4756	4757	4758	4759	4760	4761	4762	4763	4764	4765	4766	4767	4768	4769	4770	4771	4772	4773	4774	4775	4776	4777	4778	4779	4780	4781	4782	4783	4784	4785	4786	4787	4788	4789	4790	4791	4792	4793	4794	4795	4796	4797	4798	4799	4800	4801	4802	4803	4804	4805	4806	4807	4808	4809	4810	4811	4812	4813	4814	4815	4816	4817	4818	4819	4820	4821	4822	4823	4824	4825	4826	4827	4828	4829	4830	4831	4832	4833	4834	4835	4836	4837	4838	4839	4840	4841	4842	4843	4844	4845	4846	4847	4848	4849	4850	4851	4852	4853	4854	4855	4856	4857	4858	4859	4860	4861	4862	4863	4864	4865	4866	4867	4868	4869	4870	4871	4872	4873	4874	4875	4876	4877	4878	4879	4880	4881	4882	4883	4884	4885	4886	4887	4888	4889	4890	4891	4892	4893	4894	4895	4896	4897	4898	4899	4900	4901	4902	4903	4904	4905	4906	4907	4908	4909	4910	4911	4912	4913	4914	4915	4916	4917	4918	4919	4920	4921	4922	4923	4924	4925	4926	4927	4928	4929	4930	4931	4932	4933	4934	4935	4936	4937	4938	4939	4940	4941	4942	4943	4944	4945	4946	4947	4948	4949	4950	4951	4952	4953	4954	4955	4956	4957	4958	4959	4960	4961	4962	4963	4964	4965	4966	4967	4968	4969	4970	4971	4972	4973	4974	4975	4976	4977	4978	4979	4980	4981	4982	4983	4984	4985	4986	4987	4988	4989	4990	4991	4992	4993	4994	4995	4996	4997	4998	4999	5000
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FILED
MAR 19 2024
WARRICK CO. AUDITOR

APPROVED MAR 11 2024

SPECIFIC SERVICES AGREEMENT

This Specific Services Agreement, executed this 11th day of March 2024, is entered into by and between Warrick County Commissioners, 107 West Locust Street, Suite 301, Boonville, Indiana 47601, herein referred to as the Client, and Environmental Management Consultants, LLC (EMC), 1400 Washington Avenue, Suite 1, Evansville, Indiana 47714, herein referred to as Consultant.

WITNESSETH

The Client hereby engages the services of the Consultant to update the Methane Monitoring Plan (MMP) as required by the Indiana Department of Environmental Management (IDEM) in the Methane Monitoring Probe Installation and Sampling Report GPP-37 and GPP-38 dated February 29 [sic], 2024. EMC agrees to provide all services required by the IDEM for Warrick County's closed landfill, which is under the jurisdiction of IDEM including without limitation the following services:

SCOPE OF WORK

- 1. Prepare and submit an updated MMP to the IDEM. This monitoring plan will incorporate the current landfill features including the methane interceptor trenches and the recently installed methane monitoring probes.

PAYMENT

The cost for the services described herein will be \$1,450.00. Any unforeseen cost overruns must be provided in writing by the Client and provided to the Consultant. The total amount will be due at the time the final report is completed and submitted to the Client.

Acceptance of this agreement constitutes the total agreement between Client and Consultant, and no promises, terms, or conditions of any kind, oral or written, shall be binding upon either party. The terms of this agreement can be changed or modified only through a subsequent writing.

ADDITIONAL TERMS

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

Condition precedent. As a condition precedent to the County's obligations hereinafter set forth, the County must receive applicable authorization and appropriation of funds to fund its portion of the Project in the amounts hereinafter set forth. If the County does not receive such authorization and appropriation, the contract is void pursuant to Indiana Code § 36-2-6-12(d).

Anti-discrimination. Pursuant to IC § 22-9-1-10, EMC shall not discriminate against any employee or applicant for employment, to be employed in the performance of work hereunder, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter

directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Each of this covenant may be regarded as a material breach of the agreement. Acceptance of this agreement also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

Contractor Assignment, Successors and Subcontracting. The Contractor shall not assign or subcontract the whole or any part of this contract. The Contractor may assign its right to receive payment for the work under this contract to the Contractor's representative. The Contractor shall provide written notice (including evidence of such assignment) to the Contract Representative thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

NON-COLLUSION AND ACCEPTANCE. The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the property authorized representative, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

ACCEPTANCE

Environmental Management Consultants, LLC is hereby authorized to furnish all materials and labor required to complete the work referenced in the Specific Services Agreement upon receipt of an authorized purchase order issued according to the terms of the above agreement and to pay the amount stated in said Specific Services Agreement and abide by the terms and conditions contained in the General Contract Conditions, which are incorporated herein by reference.

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

GOVERNING LAW

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

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

CLIENT
Warrick County Commissioners

Dan Saylor
Terry P. Johnson

CONSULTANT

Environmental Management Consultants, LLC

Matt Feller
Senior Geologist
Date: February 26, 2024

Robert Johnson

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

- Client and Environmental Management Consultants, LLC, an Indiana corporation (hereinafter referred to as the "Client") and ISA TreeMasters, Inc., an Indiana corporation (hereinafter referred to as the "Contractor") have entered into a General Contract Agreement, which is incorporated herein by reference.
- General Contract Agreement:** The following individuals shall apply to this Agreement and all interpretations of the "Client" refers to the individuals) explicitly that enters into this Agreement with EMC for the purpose of ensuring the Services of EMC benefits Services Agreement executed by said Client and EMC and EMC shall continue the modified provision within EMC is to conform to any Client "Services" are those activities that the Client has engaged EMC to perform.
- Contractor:** The Contractor shall be responsible for all expenses associated with the performance of the Services and shall be responsible for all expenses associated with the performance of the Services.
- Site Access:** The Client shall provide EMC, its employees, agents, and subcontractors with all necessary access to the site for the performance of the Services.
- EMC's Responsibilities:** EMC shall be responsible for all expenses associated with the performance of the Services.
- Force Majeure:** In the event that EMC is unable to perform the Services due to circumstances beyond its control, EMC shall be relieved of its obligations under this Agreement.
- Dispute Resolution:** Any dispute arising out of or in connection with this Agreement shall be resolved by arbitration.

- Termination:** Either the Client or EMC may terminate this Agreement at any time, with or without cause, by providing written notice to the other party. Upon termination, EMC shall be responsible for the cost of any work performed up to the date of termination, and the Client shall be responsible for the cost of any work performed after the date of termination.
- Assignment of Liability:** In recognition of the relative risks and benefits of the project to both the Client and EMC, the Client and EMC have agreed to the following assignment of liability for the project:
- Disclaimer:** EMC may address the Client regarding the status of the project, but EMC shall not be responsible for any delays or cost overruns caused by the Client or any third party.
- Force Majeure:** In the event that EMC is unable to perform the Services due to circumstances beyond its control, EMC shall be relieved of its obligations under this Agreement.
- Dispute Resolution:** Any dispute arising out of or in connection with this Agreement shall be resolved by arbitration.

Force Majeure: In the event that EMC is unable to perform the Services due to circumstances beyond its control, EMC shall be relieved of its obligations under this Agreement.

Dispute Resolution: Any dispute arising out of or in connection with this Agreement shall be resolved by arbitration.

Force Majeure: In the event that EMC is unable to perform the Services due to circumstances beyond its control, EMC shall be relieved of its obligations under this Agreement.

Dispute Resolution: Any dispute arising out of or in connection with this Agreement shall be resolved by arbitration.

Proposal submitted to: **Warrick County Highway Engineering Department - Attn: Steven Sherwood** Date: **March 5, 2024**

Job Project: **Telephone Road Tree Clearing Project** Address for Warrick County Storm Water Management: **Room 208, Boonville IN 47601**

Phone (office/home): **812-897-8632** Phone (fax): **812-897-6109** Email: **sshernwood@warrickcounty.gov**

We hereby submit the following specifications and estimates:

Job site: Designated areas along the Proposed Telephone Road Project, located along Telephone Road, between the intersection of Bell Road and Coal Mine Road, with regard to plans, specifications and information regarding the proposed drainage improvement project.

Removal of all identified tree areas as marked on plan sheets. Points of access to project area through surrounding residential areas that are disturbed will be regraded, seeded and strawed (if necessary). All trees and debris related will be hauled off.

All work will be in compliance with the Clearing Project guidelines, will begin as soon as possible after bid is awarded, and will be completed by March 31, 2024.

REVISION: Additional removal of tree located at corner of Skylark Lane and Telephone Road. Address of property is 8135 Telephone Road. Estimate: \$2,500

We propose to complete your job according to above specifications, for the REVISED sum of, **\$77,000.00** if invoicing for 15% monthly invoice charge. S&S TreeMasters, Inc. is not liable for damages inflicted or sustained to any third party property, wires, underground pipes, driveways, etc., caused by stump grinding, weight of logs, debris, or heavy equipment utilized during the course of services rendered. Please call 811 to have underground utilities marked. A free service call is provided to the Client to mark all underground utilities. All work is subject to the standard terms and conditions of the S&S TreeMasters, Inc. standard practice.

Our workers are fully covered by workmen's compensation insurance.

We carry liability insurance, and you may request a copy free of charge.

Hold harmless clause: Property of sub-contractors free and harmless from and against any and all losses, penalties, damages, settlements, costs, obligations, actions, omissions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance of the services specified herein. Payment will be made as outlined above. By authorizing and accepting the above services, you agree to be held responsible for cost of collection, including attorney fees and court costs.

We accept **3/11/24** (add 3% fee) Date of acceptance: **3/11/24** Job Completion Date:

Signature: **[Signature]** Authorized signature

We appreciate your business. Thank you!

ORDINANCE 2024-04
AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING THE WARRICK COUNTY CODE OF ORDINANCES SECTION 31.08 PURCHASING POLICY FOR THE PROCUREMENT OF EQUIPMENT, GOODS, MATERIALS AND SERVICES

WHEREAS, Warrick County and its various offices and departments from time to time accept funding from various sources, including the Federal Government; and

WHEREAS, certain entities, including Warrick County, that accept funding from the Federal Government must adopt a purchasing policy regarding the procurement of goods, materials and services in accordance with Title 2, Part 200 of the Code of Federal Regulations; and

WHEREAS, Warrick County desires to adopt such a purchasing and procurement policy in accordance with the Code of Federal Regulations to govern Warrick County's procurement of goods, materials and services; and

WHEREAS, the Warrick County Board of Commissioners find that it is in the best interest of the residents of Warrick County to establish a purchasing policy to comply with Federal regulations and to promote economic efficiency and continuity in purchasing; and

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

Section 31.08 of the Code of Ordinances of Warrick County, Indiana is hereby amended in its entirety and replaced as follows:

§ 31.08 PURCHASING POLICY FOR THE PROCUREMENT

(A) Introduction.

This chapter outlines the Warrick County purchasing policy for the procurement of equipment, goods, materials and services. This chapter applies to public works as defined in IC 36-1-12 *et seq.* It follows state purchasing policy but may be stricter than the state law at the discretion of the Warrick County Board of Commissioners. IC 5-22-3-3 states: "The purchasing agency or governmental body may establish written policies for purchases made by the purchasing agency. The written policies may apply to all purchases generally or to a specific purchase as stated in the solicitation for the purchase." A written policy may supplement this article or a rule adopted by the purchasing agency's governmental body and not be inconsistent with this article or a rule adopted by the purchasing agency's governmental body. The purchasing agent as herein defined shall purchase the equipment, goods, materials and services for all Warrick County departments and offices.

(B) Authority and Definitions.

(1) The provisions herein are to be construed consistent with the provisions of I.C. 5-22 and I.C. and I.C. 36-1-12.

(2) The definitions in I.C. 5-22 shall apply herein unless the context clearly indicates otherwise. Below are some definitions found within this policy.

(a) **EQUIPMENT** shall mean any articles or physical resources needed by employees of Warrick County to equip them to perform their job requirements, such as implements, motorized vehicles and tools, and electronic and computerized devices.

(b) **EMERGENCY** shall mean a situation, which threatens injury or death to any person, damage to property or disruption of governmental services.

(c) **GOODS AND MATERIALS** shall mean both any tangible item not otherwise equipment that are needed by employees of Warrick County to perform their job requirements.

(d) **MBE** shall mean minority business enterprise.

(e) **WBE** shall mean a woman business enterprise.

(f) **PUBLIC WORKS PROJECT** shall mean the construction, reconstruction, alteration, or renovation of a public building, airport facility, or other structure that is paid for out of a public fund or out of a special assessment. The term includes the construction, reconstruction, alteration, or renovation of a highway, street, alley, bridge, sewer, or water line. The term also includes any public work leased for out of a public fund or out of a special assessment. The term also includes any public work based for Warrick County under a lease containing an option to purchase.

(g) **PURCHASE** shall mean to buy, procure, rent, lease, or otherwise acquire. The term includes the following activities: description of requirements; solicitation or selection of sources; preparation; and award of contracts.

(h) **PURCHASING AGENCY** shall mean a governmental body that is authorized to enter into contracts by this article, rules adopted under this article, or by another law. This shall mean the Warrick County Board of Commissioners.

(i) **PURCHASING AGENT** shall mean the Warrick County Purchasing Department.

(j) **SUPPLIES** shall include equipment, goods, and materials.

(k) **SERVICES** shall mean the furnishing of labor, time, or effort by a person, not involving the delivery of specific supplies, other than printed documents or other items that are merely incidental to the required performance.

(l) **SOLICITATION** shall mean the procedure by which Warrick County invites persons to submit an offer to enter into a contract with Warrick County for the purchase or sale

(m) **SPECIFICATIONS** shall mean a description of the physical characteristics, functional characteristics, or nature of materials, and may include a description of a requirement for inspecting, testing, or preparing materials for delivery.

(n) **POLICY** shall mean the Purchasing Agency's or Purchasing Agent's written statement of: (a) purchasing procedure; or (b) substantive purchasing purposes; that does not have the force and effect of law.

(o) **OFFER** shall mean a response to a solicitation.

(p) **OFFEROR** shall mean a person that submits an offer.

(3) This document is not intended to be a complete listing of authority and procedure under I.C. 5-22 and I.C. 36-1-12. Any power or authority delineated in I.C. 5-22 or I.C. 36-1-12 is hereby incorporated herein as a discretionary power of the Purchasing Agency or Purchasing Agent.

(C) Competitive Bids, Quotes, and Price Checks.

(1) Purchases less than Fifty Thousand Dollars (\$50,000.00) [I.C. 5-22-8-2]

(i) Purchases less than Fifty Thousand Dollars (\$50,000.00) require at least three (3) informal verbal or written quotes, including those written quotes received via email and fax, to be submitted directly to the Purchasing Agent. Quotes may be opened at the Warrick County Board of Commissioners' meeting or may be opened by the Purchasing Agent in the discretion of the Purchasing Agent.

(ii) In conjunction with the quote, the Purchasing Agent may require a vendor to provide the following documentation: non-collusion affidavit; equal employment opportunity statement; form of proposal; E-verification documentation; and an acceptance and agreement of terms. The person obtaining the quotes shall record the item quoted, date, vendor, price and name of the person giving the quote. I.C. 5-22-7-9. A bid register may be used to record such information. The information required above shall be attached to the requisition. The Purchasing Agent shall keep a copy of the requisition and attachments for no less than two (2) years.

(iii) The invitation to quote may provide for the recurring purchase of goods, materials, equipment and other supplies governed by I.C. 5-22.

(iv) The Purchasing Agency, in its discretion, may award a quote that is not the lowest amount, taking into consideration what is advantageous to Warrick

County, by taking into consideration factors such as: price, quality of service, vendor's qualifications and reputation and any other factors it wishes to consider. The Warrick County Board of Commissioners shall select the quote it feels will best serve and be in the best interest of Warrick County.

(v) The Purchasing Agency may cancel an invitation to quote and may reject all bids for any reason. If there are no responsive offerors, the Purchasing Agent may purchase the items without further bidding under I.C. 5-22-10-10.

(2) Purchases equal to or more than Fifty Thousand Dollars (\$50,000.00) and equal to or less than One Hundred Fifty Thousand Dollars (\$150,000.00) [I.C. 5-22-8-3]:

(a) Purchases ranging from Fifty Thousand Dollars (\$50,000.00) to One Hundred Fifty Thousand Dollars (\$150,000.00) will be procured through an informal quote method. Quotes shall be solicited from at least three (3) suppliers known to the Purchasing Agency. The Purchasing Agency may purchase the items without further bidding under I.C. 5-22-10-10. The Purchasing Agency may require a vendor to provide the following document: non-collusion affidavit; equal employment opportunity statement; form of proposal; E-verification documentation; and an acceptance and agreement of terms. The person obtaining the quotes shall record the item quoted, date, vendor, price and name of the person giving the quote. I.C. 5-22-7-9. A bid register may be used to record such information. The information required above shall be attached to the requisition. The Purchasing Agent shall keep a copy of the requisition and attachments for no less than two (2) years.

(b) The Purchasing Agent shall mail an invitation to quote at least seven (7) days before the time the bid is to be received. The Purchasing Agent shall be responsible and responsive offeror shall be awarded the contract for supplies. The Purchasing Agent may reject all quotes. If there are no responsive or responsible offerors, the Purchasing Agent may purchase the items without further bidding under I.C. 5-22-10-10.

(c) The procedure provided for by this section shall apply to routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property if the cost of the public work is estimated to be less than One Hundred Fifty Thousand Dollars (\$150,000.00). [I.C. 36-1-12-4.9]

(3) Purchases more than One Hundred Fifty Thousand Dollars (\$150,000.00) [I.C. 5-

- (a) Formal competitive bidding is required.
- (b) Legal Advertising is required. The notice shall be published two (2) times, at least one (1) week apart, with the second publication made at least seven (7) days before the date the bids will be opened [I.C. 5-3-1]
- (c) Bids are to be opened at the Warrick County Board of Commissioners' meeting or at another authorized public forum.

(D) Miscellaneous Provisions

(1) State bid:

Departments must refer to the State Bid List when applicable on all items exceeding One Thousand Dollars (\$1,000.00) purchases do not have to be made from the State Bid List if better pricing can be obtained or if the State does not offer the produce needed.

(2) Supplies manufactured in the United States:

- (a) Pursuant to I.C. 5-22-15-21, supplies manufactured in the United States shall be specified and purchased unless the Purchasing Agent determines that any of the following apply:
 - (i) The supplies are not manufactured in the United States in reasonable available quantities;
 - (ii) The price of the supplies manufactured in the United States exceeds by an unreasonable amount the price of available and comparable supplies manufactured outside the United States;
 - (iii) The quality of the supplies is substantially less than the quality of comparably priced available supplies manufactured outside the United States;
 - (iv) The purchase of supplies manufactured in the United States is not in the public's best interest; or
 - (v) The Purchasing Agent decides to cancel the solicitation for any reason.

(3) Faxed quotes, price checks, and bids:

(a) Faxed or E-MAILED offers may be considered for price checks or informal quotes. Fax or E-MAILE documents must contain all the requested

forms and information set forth by the Purchasing Agent. The Offeror assumes the risk of malfunctioning equipment, or equipment which does not deliver the fax or E-MAIL for any reason. An Offeror shall follow-up the faxed or E-MAILED information by mailing an original document by United States mail on the same date, postage prepaid, as it is faxed or E-MAILED.

(4) All purchasing contracts furnished by the seller shall be submitted to the Warrick County Attorney for review prior to final approval by the Warrick County Board of Commissioners.

(5) Purchasing sources:

- (a) The following sources should be contacted before all other sources for purchases of all supplies.
 - (i) Purchases from the Department of Correction [I.C. 5-22-11]: A Purchasing Agent shall purchase from the Department of Correction supplies as listed in the department's printed catalog unless the supplies cannot be furnished in a timely manner [I.C. 5-22-11-1-3]. Supplies and services purchased under this chapter must meet the specifications and needs of Warrick County and be purchased at a fair-market value [I.C. 5-22-11-2].
 - (ii) Purchases of rehabilitation center products [I.C. 5-22-12]: A Purchasing Agent shall comply with the provisions of I.C. 5-22-12 for purchases of supplies from the rehabilitation center established under I.C. 5-22-12-1-3. These provisions are the same as the above provisions cited for the Department of Correction.
 - (iii) Purchases from qualified nonprofit agencies for persons with severe disabilities [I.C. 5-22-13]: These provisions are the same as the above provisions cited for the Department of Correction.
 - (iv) Purchases from MBE and WBE vendors. It is the policy of Warrick County to utilize and give equal opportunity to MBE/WBE vendors. Discrimination against any MBE/WBE shall not be tolerated.

(E) Services. [IC 5-22-6]

(1) The Purchasing Agent may contract for services to be provided to a department head or office holder using any procedure deemed appropriate [IC 5-22-6-1]. Competitive bidding is not required unless mandated by state or federal law.

(2) Warrick County may advertise and/or solicit competitive quotes for any service at the discretion of the office holder or department head. All contracts for professional services costing One Thousand Dollars (\$1,000.00) or more must be in written form and approved by the Warrick County Attorney before being brought to the Warrick County Board of Commissioners for approval. A Warrick County office holder or department head shall not sign a professional service agreement without the Warrick County Board of Commissioners' approval, unless otherwise noted below.

(3) Pursuant to IC 5-22-6, the Purchasing Agent may recommend to the Warrick County Board of Commissioners to award services without using any procedure the Board deems appropriate. The award will be reviewed and evaluated by the Warrick County Board of Commissioners by taking into consideration factors such as: price, quality of service, vendor's qualification and reputation and any other factor(s) the Warrick County Board of Commissioners wish to consider. The Warrick County Board of Commissioners will select the quote it feels will best serve and be in the best interest of Warrick County.

(4) Economic development projects pursued by the Warrick County Department of Economic Development are exempt from this subsection (E) 4, unless not required to obtain the approval of the Warrick County Board of Commissioners before signing a professional service agreement.

(5) Services for public works (i.e. routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property) shall be governed by those procedures provided by I.C. 5-22 if the cost of the service is estimated to be less than One Hundred Fifty Thousand Dollars (\$150,000.00). [I.C. 36-1-12-4.9].

(F) Lease of Equipment.

No lease for equipment shall be effective or signed by any office holder or department head without prior approval of the Warrick County Board of Commissioners.

(G) Specifications of Supplies. [IC 5-22-5]

(1) Specifications shall be required for every item over Twenty-Five Thousand Dollars (\$25,000.00) to be procured hereunder. Specifications for items less than Twenty-Five Thousand Dollars (\$25,000.00) may be satisfied by including on the requisition the make, model, serial number, name of the product or a detailed description of the service.

(2) The Purchasing Agency shall maintain an indexed file of specifications prepared by or under the authority of its Purchasing Agent [IC 5-22-5-4].

(3) The Purchasing Agent may proceed under IC 5-22-5-5 for request for specifications when the Purchasing Agent makes a written determination that the development of specifications by Warrick County is not possible, and the Warrick County Board of Commissioners approve the use of IC 5-22-5-5.

(4) All items to be procured shall be F.O.B. Boonville, Indiana, at the location designated in the specifications. Prices must include delivery. No additional monies will be paid for delivery.

(5) All insurance requirements shall be stated in the specifications in addition to whether time of delivery is a consideration of the award.

(6) Specifications must indicate whether the products are manufactured in the United States.

(7) The Specifications shall contain the minimum warranty period required.

(H) *Competitive Bidding – Solicitations.* [IC 5-22-7]

Invitation for bids, request for proposals, and request for quotes.

(1) A solicitation may provide that offers will be received and contracts awarded separately for any combination of lines or classes of supplies.

(2) A solicitation may provide that the Purchasing Agency will award a contract for supplies for an unspecified or estimated number of items at a fixed price per unit and that the contract may contain a formula or method for the escalation of the unit price.

(3) Price. No Offeror or bidder shall be allowed to alter or change his/her quote or bid prior to award to the lowest responsible bidder. A successive bidder. After the award, the lowest responsible and responsible bidder may negotiate terms and conditions, except the bid price, more favorable to Warrick County [IC 5-22-7-11].

(4) Prohibited additions. The Purchasing Agent may not accept additions to the contract that are prejudicial to Warrick County or fair competition [IC 5-22-7-13].

(5) Approved equals. If the specifications so provide, a bidder or quoter may submit a request for an approved equal before the deadline for approved equal submittal as stated in the specifications.

(6) Discrepancies. If there are errors in the bid or quote, the written words shall control over numbers. Errors may be corrected by the Offeror as long the Purchasing Agent

determines that such errors were unintentional, do not affect fair competition, and are corrected to the advantage of Warrick County. Unit prices shall prevail over extended prices.

(7) Confidentiality. Offerors may request that certain confidential financial information or proprietary information be kept confidential. The product bid and the price shall in all events be subject to the open record law. If such confidentiality is brought into question in any Court or agency, the Offeror shall defend, indemnify and hold harmless Warrick County in any such proceeding if requested by the Warrick County Attorney and the Purchasing Agent.

(8) Withdrawal of Offers. An Offeror may withdraw his Offer at any time prior to the opening of the Offer. After an Offer is opened at the date and time specified, the Offer may be withdrawn only upon the consent of the Purchasing Agent. The following criteria shall be used to determine whether the Offeror should be allowed to withdraw its offer:

- (a) Financial hardship on the Offeror if it is not withdrawn;
- (b) Financial hardship on Warrick County if withdrawn;
- (c) Availability of the product from another Offeror; and
- (d) What is the best interest of Warrick County.

(9) Bid documents. The specifications shall state the documents to be submitted with the Offer. The Purchasing Agent may not allow the Offeror to supplement or amend the check-off list. The Offeror's bid documents may be supplemented or submitted if the amendment is unintentional, does not affect the price, does not substantially affect the fairness in the bidding process and is approved by the Purchasing Agent.

(10) Cancellation or rejection [IC 5-22-18-2]. The Purchasing Agent may cancel a solicitation or reject all offers, in whole or in part, if the Purchasing Agent determines that it is in the best interest(s) of Warrick County. The reason for cancellation or rejection must be a part of the record. Warrick County may temporarily discontinue services, stop work or alter the scope of services required.

(11) Non-collusion form. The Offeror must file an affirmation form pursuant to IC 5-22-16-6.

(12) Offers opened after time stated in solicitation [IC 5-22-18-3]. Offers may be opened after the time stated in the solicitation if both of the following apply:

- (a) The Purchasing Agency makes a written determination that it is in the best interest of Warrick County to delay the opening; and

(b) The day, time and place of the rescheduled opening are announced at the date, time and place of the originally scheduled opening.

(13) Solicitation not required (non-profit agency) [IC 5-22-13-2]. A Purchasing Agent may purchase supplies and services without advertising or calling for bids from a "qualified" non-profit agency for persons with severe disabilities unless the supplies cannot be furnished in a timely manner.

(14) Invitation for Bids. [IC 5-22-7-2]

(a) An invitation for bids must include:

- (i) A purchase description describing the supplies or services to be purchased. This includes specifications attached to, or made a part of, the solicitation.

(ii) All contractual terms and conditions.

(iii) A statement of the evaluation criteria that will be used, including any of the following: inspection; testing; quality; workmanship; delivery; and suitability for a particular purpose.

(iv) Time, date and place for opening bids.

(v) Whether or not a certified check, bond, or other evidence of financial responsibility is required. A Purchasing Agent may provide that a certified check, bond or other evidence of financial responsibility is required to be submitted with the Offer. If faxing is permitted, it shall be sufficient if a copy of such check, bond or evidence of financial responsibility is included in the fax and the original is placed in the United States mail, postage prepaid, addressed to the Purchasing Agent before the date Offers are to be opened. Checks, bonds and other evidence of financial responsibility shall be required only when required by the invitation for bids at the discretion of the Purchasing Agent.

(vi) A statement concerning the conditions under which a bid may be canceled or rejected in whole or in part as specified in IC 5-22-8-2.

(b) Maintenance of bid information. [IC 5-22-7-9]. The Purchasing Agency shall maintain the following information:

- (i) The name of each bidder;

- (ii) Amount of each bid; and
 - (iii) Other information required by state law.
- (e) All information is subject to public inspection after each contract award [IC 5-22-7-9].
- (i) Acceptance and evaluation of bids. [IC 5-22-7-7]. Bids must be unconditionally accepted without alteration or correction, except as provided in IC 5-22-7-11 through IC 5-22-7-13 and evaluated based on the requirements provided in the invitation for bids [IC 5-22-7-7].
 - (ii) A Purchasing Agency may not permit changes in bid prices or other provisions of bids prejudicial to the interest of Warrick County or fair competition after bid opening [IC 5-22-7-11].
 - (iii) If a bidder inserts contract terms or bids on items not specified in the invitation for bids, the Purchasing Agent, pursuant to IC 5-22-7-12, shall treat the additional material as a proposal for addition to the contract and may do any of the following:

- A. Declare the bidder non-responsive.
 - B. Permit the bidder to withdraw the proposed additions to the contract in order to meet the requirements and criteria provided in the invitation for bids.
 - C. Accept the proposed additions to the contract, subject to IC 5-22-7-13.
 - D. Contract additions may not be accepted if they are prejudicial to the interest of Warrick County or fair competition [IC 5-22-7-3].
- (d) A contract must be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder [IC 5-22-7-8].
- (e) Except as provided in rule or policy, a Purchasing Agency must make a written decision to permit the correction or withdrawal of a bid or cancel awards or contracts based on bid mistakes [IC 5-22-7-10].

(15) Request for Proposals. [IC 5-22-9].

- (a) When a Purchasing Agent makes a written determination that the use of competitive sealed bidding is either not practicable or not advantageous to Warrick County, the Purchasing Agent may award a contract using the request for proposal process under IC 5-22-9.
- (b) The Purchasing Agency shall give public notice of the request for proposals in the manner required by IC 5-3-1.
- (c) Request for proposals must include the following:
- (i) The factors or criteria that will be used in evaluation. The only factors that may be used in the evaluation of proposals are those specified in the request for proposals [IC 5-22-9-10].
 - (ii) A statement concerning the relative importance of price and the other evaluation factors.
 - (iii) A statement concerning whether the proposal must be accompanied by a certified check or other evidence of financial responsibility.
 - (iv) A statement concerning whether discussions may be conducted with responsible Offerors, who submit proposals determined to be reasonably susceptible of being selected for award [IC 5-22-9-6]
 - (v) All other evaluation criteria.
- (d) An award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the Warrick County, taking into consideration price and the other evaluation factors set forth in the request for proposals [IC 5-22-9-7].
- (e) If provided in the request for proposals, award may be made to more than one (1) Offeror whose proposals are determined in writing to be advantageous to Warrick County, taking into consideration price and other evaluation factors set forth in the request for proposals [IC 5-22-9-7].

(1) *Special Purchases.* [IC 5-22-10]

(1) Special Purchases must be made with competition as is practicable under the circumstances. The Warrick County Attorney shall be consulted prior to bringing a special purchase request to the Warrick County Board of Commissioners. A Purchasing Agent may make a purchase without soliciting bids or proposals as follows:

- (a) Emergencies [IC 5-22-10-4]. A Purchasing Agent may make a special purchase when there exists, under emergency conditions, a threat to the public health, welfare or safety.
- (b) Substantial savings [IC 5-22-10-5]. A Purchasing Agent may make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings.
- (c) Auction [IC 5-22-10-6]. A Purchasing Agent may make a special purchase at an auction.
- (d) Data processing contracts or license agreements [IC 5-22-10-7]. A Purchasing Agent may make a special purchase of data processing contracts or licensing agreements for:
 - (i) software programs, or
 - (ii) supplies or services, when only One (1) source meets the using agency's reasonable requirements.
- 8). A Purchasing Agent may make a special purchase when:
 - (i) the compatibility of equipment, accessories or replacement parts [IC 5-22-10-8]
 - (ii) only one (1) source meets the using agency's reasonable requirements.
- (f) Other situations. The Purchasing Agent may make a special purchase under the following:
 - (i) Threatened impairment of functioning of a Warrick County Department [IC 5-22-10-9].
 - (ii) Failure to receive a responsive offer through approved purchasing methods [IC 5-22-10-10].
 - (iii) For the evaluation of supplies or a system containing supplies. This would be to obtain functional information or comparative data [IC 5-22-10-11].
 - (iv) When the market structure is based on price but Warrick County is able to receive a dollar or percentage discount of the established price [IC 5-22-10-12].

- (v) Single or sole source supply [IC 5-22-10-13]. A Purchasing Agent must determine in writing that there is only one (1) source for the supply.
 - (vi) Prices equal to or less than Federal Supply Services established by the Federal General Services Administration [IC 5-22-10-14].
 - (vii) Purchase is made from a person who has a contract with a Federal Agency or State Agency and the person is the only person who has such a contract. Political subdivisions [IC 5-22-10-15].
 - (viii) Transfer of supplies from Federal Government under [IC 5-22-10-16].
 - (ix) By accepting a bid [IC 5-22-10-17].
 - (x) Contract files. A purchasing Agent shall maintain the contract records for a specified period of time. The contract records shall include a written determination of the basis for the special purchase and the selection of a particular contractor. These records are subject to annual audit by the State Board of Accounts [IC 5-22-10-3].
- (3) Contracts. [IC 5-22-17]**
- (1) This Section does not apply to a discounted contractual arrangement for services or supplies funded through a designated health entity.
 - (2) A contract for supplies may be entered into for a period not to exceed Four (4) years.
 - (3) The contract shall specify that payment and performance obligations are subject to the availability and availability of funds.
 - (4) Utilize the Purchasing Board in IC 5-22-17-4, a contract may be renewed any number of times, for terms not longer than the original contract, so long as the contract does not contain any provisions for escalation of the price.
 - (5) Petroleum products. Pursuant to IC 5-22-17-10, a Purchasing Agent may award a contract for petroleum products to the lowest bidder. Contracts entered into under this Section may allow for the escalation or de-escalation of price.
 - (6) A cost plus a percentage of cost contracts are prohibited [IC 5-22-17-1].

(7) A cost reimbursement contract is allowed if the Purchasing Agent determines in writing that the contract is likely to be less costly than any other cost reimbursement contract practicable to obtain the supplies required except under such a contract [IC 5-22-17-2].

(8) Late performance clauses are encouraged in all appropriate situations and to protect Warrick County. Clauses of inclusion of this contract provision must be stated in the solicitation [IC 5-22-17-6].

(K) Warrick County Department Responsibilities:

- (1) It is the responsibility of each elected, officer holder and/or department head to ensure full compliance with purchasing policies and procedures.
 - (a) Each office holder or department head shall:
 - (i) Utilize the Purchasing Agent for all purchases of equipment, goods, materials and services for Warrick County offices and departments;
 - (ii) Plan purchasing needs on the basis of time and quantity to enhance cost savings;
 - (iii) Verify that sufficient funds are budgeted or make arrangements for funding prior to initiating a purchase request; and
 - (iv) Be available to participate in evaluating bids and request for proposals when submitted by prospective bidders.
- (L) Role of the Warrick County Purchasing Department:**
- The Warrick County Purchasing Department will seek to be efficient and legal purchasing agents for the Warrick County Board of Commissioners. The Purchasing Department will ensure that the purchasing policy and procedures of Warrick County are followed in the procurement of equipment, goods, materials and services and administers an effective program that encourages free and open competition and bidding.
- (M) Appendix A: Bid Register.**

WARRICK COUNTY PURCHASING DEPARTMENT
BID REGISTER

BIDDING OFFICE	DESCRIPTION OF SUPPLIES	AMOUNT	CASHIERS OFFICE	NO. BIDDERS	PERCENTAGE BIDDERS	CONTRACT NO.	PLACEMENT DATE

(N) Effective Date. This chapter shall be effective, as amended, as of the date below. These above establishment of a purchasing policy for the procurement of equipment, goods, materials, and services is passed, approved, and put into effect by the Warrick County Board of Commissioners on this 11th day of March 2024.

WARRICK COUNTY
BOARD OF COMMISSIONERS
Terry Phillips, President
Robert H. Johnson, Jr., Vice President
Dan Saylor, Member

ATTEST:

Michael Dieckhoff, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Andrew E. Skinner, Esq., #31797-87
FINE & HATFIELD
SOUTH BEND, INDIANA 46705-0779
Telephone: (812) 425-3592
Warrick County Attorney