

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**  
REGULAR SESSION  
COMMISSIONERS MEETING ROOM  
107 W. Locust Street, Suite 303  
Boonville, Indiana  
August 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 Todd Glass and Administrator Heather Soberg were in attendance.

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**

**AREA PLAN COMMISSION**  
**REQUEST FOR EXTENSION OF SURETY**  
**C-20-23 MAKEN CORPORATION**

Area Plan Director Molly Barnhill presented two Requests for the Extension of Surety. The first was C-20-23, Maken Corporation by Danny Ubelhor, President. The County is holding \$2,744.50 in escrow guaranteeing entrance construction. They are asking for a one-year extension at the same dollar amount. They have had three years. The surety expires September 21, 2024. There was a brief discussion on where this was at and some of the details with County Engineer Bobby Howard and Ms. Barnhill. Mr. Howard had no issues with the extension. Commissioner Dan Saylor made the motion to approve the extension. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

**WILLOW ESTATES**

Next was Willow Estates, Thompson Homes, INC, by Thomas Thompson, President. The County is holding \$52,815.40 for streets, drainage, and sidewalk construction. They have had eight years and are requesting a one-year extension. The surety expires October 5, 2024. Mr. Howard said that the dollar amount was sufficient. Commissioner Bob Johnson made the motion to approve the extension. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

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

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

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

**BOARD APPOINTMENTS**  
**BOARD OF ZONING APPEALS**

There have been no names given for this appointment. Commissioner Johnson said that there was someone interested, but it is still in discussions. He also said the appointment would only be until the end of the year and another would have to be approved and to keep that in mind. Commissioner Dan Saylor made the motion to table the appointment. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

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

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

1. County Auditor Certified Claims Voucher Report Date August 21, 2024 in the amount of \$6,507,940.25
2. Payroll Voucher for 08/23/2024 in the amount of \$575,903.88
3. Approval of Boonville Merchant's Association request to use the Courthouse Lawn for the annual Square Flare
4. Weights and Measures Monthly Report 06/16 – 07/15/2024
5. Treasurer's Monthly Report – July 2024
6. Yankeetown Fire Department Temporary Road Closure Request
7. ERA First Advantage Temporary Road Closure Request
8. Bridge 200 Right of Way Purchase Agreement

Commissioner Johnson asked Sheriff Wilder if he had any issues with the road closures. Sheriff Wilder had no issues with either. Commissioner Saylor asked if Mr. Howard was good with the contract and had reviewed it. Mr. Howard was good with it. 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 7 through 10 of these Official Minutes)*

*(Payroll is located on Page 10 of these Official Minutes)*

*(Weights & Measures Report is located on Page 11 of these Official Minutes)*

*(Treasurer's Report is located on Page 10 of these Official Minutes)*

*(Bridge 200 Right-of-Way Purchase Agreement is located on File in the Auditor's Office)*

**ACQUISITIONS ADMINISTRATOR  
ESTIMATE THE PATCHING, REPAIR, AND PAINTING OF DRYWALL**

Acquisitions Administrator Sherrie Sievers presented Estimates to Patch, Repair and Paint Drywall from repair work that was done to the cast iron vent stack in the Old Courthouse. The vent stack has been replaced. She reviewed IC codes and presented two quotes.

DJ's Painting	\$750.00
Mark Twain Construction	\$820.00

Ms. Sievers said that she spoke with the County Administrator and there are funds available in the Courthouse Repair Fund which has a balance of \$1,978.00. She was seeking approval from the Commissioners to proceed with the repairs and select a bid. Commissioner Saylor asked if she was good with the low bidder, DJ's Painting. Ms. Sievers said that they had done several projects for the County and have done very well. Commissioner Dan Saylor made the motion to approve the bid from DJ's Painting. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(DJ's Painting Bid is located on Page 11 of these Official Minutes)*

**OPENING BIDS FOR JUDGE GRANGER'S ADMINISTRATIVE OFFICE PROJECT**

Next, Ms. Sievers presented bids for the Circuit Court Administrative Office Project. She put out an RFP on the request by Judge Granger. The project would put up a wall and construct a private office. All codes were stated and followed and RFP advertisements were made. She invited D&M Construction, Mark Twain Construction, Mark Schmitt Construction, and Praxis Construction to bid. She received no bids. There were phone calls received from several contractors saying they are busy due to the recent storm/tornado events. They will probably not be available until the first of the year. She asked what direction the Commissioner would like to take.

Commissioner Saylor suggested waiting until the beginning of the year. There were also concerns about no engineers being involved in the project and having the money needed for the project. Ms. Sievers was happy to have an engineering firm look at it.

Building Commissioner Dennis Lockhart was present and consulted. He said that he had not looked at it and what some of his concerns might be. Commissioner Johnson suggested tabling in order to speak with the Judge, check out the project, and to also have Mr. Lockhart look at it.

There was also a brief discussion on having enough money in the budget. Ms. Sievers said that the Judge would like to do a 50/50 split with the Commissioners on the project and it is about a \$30,000.00-\$43,000.00 project. She has spoken with the County Administrator and there are currently no funds.

Commissioner Saylor suggested getting an engineering firm in and having plans drawn up. Then at the first of the year, something could be done. There were then concerns on the funds for the engineering firm and a short discussion of the proposed wall and needs for the office.

The Commissioners decided to look at it themselves and discuss again at the next Commissioner's meeting. Commissioner Bob Johnson made the motion to table to the next meeting. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**AWARD BID FOR FURNITURE, FIXTURES, AND EQUIPMENT AT THE  
NEW SHERIFF'S OFFICE AND DETENTION CENTER**

Ms. Sievers presented the bids for the Furniture, Fixtures, and Equipment at the new Sheriff's Office and Detention Center Project. Mr. Byron Sanders with Project Partnership joined Ms. Sievers in the presentation. She reviewed all IC codes and processes for the bids. An RFP was sent out for the Furniture, Fixtures, and Equipment Project for the Security Center. Three companies were invited to bid: Business Environment, Corporate Design, and ID&A. Ms. Sievers then reviewed all steps and timelines in the selection process including the opening of the bids on July 11, 2024 in a public meeting. The following were present for the bid opening: Byron Sanders, Amanda Kramer, Sherrie Sievers, and Darin Lunsford. Two bids were received: Business Environments and Corporate Design. She then reviewed the timeline of the steps taken after the bid opening including the review and scoring of the bid documents.

Today is the presentation and recommendation of the bids to the Commissioners in compliance with the RFP. She then reviewed the codes for the bid compliances and bonds. She then turned it over to Byron Sanders to present the recommendation and address any questions.

Mr. Sanders reviewed the project and how this would be the biggest expense in the soft costs of the project. He also went over who all was involved, the detailed processes, in particularly, with the Sheriff to discuss and outline what was wanted and needed throughout every area of the Security Center and their work with both companies throughout the design process. Mr. Sanders said that the received bids were within 5% of each other and both were quality companies. The received bids were then evaluated and brought down to a base price. He then reviewed where they went from there. Both bids at that time were within \$1,400.00 of each other. The bids were also scored individually and independently by himself, Ms. Sievers, Jeremy Holder, Jail Commander; and Sheriff Wilder. The Commissioners had a packet of all the information to review. Their recommendation to the Commissioners was to award Corporate Design who had the best average score by the group. They were also the lowest bidder.

Sheriff Wilder then spoke to the project and going over the time and effort that went into all of this. Commissioner Saylor asked if anything from the old facility would be coming to the new facility. The Sheriff said that some things would, but most would be purchased new. Most of the items in the old building will probably stay there. There was a brief discussion on this. Commissioner Phillippe said that everything was very thorough.

Mr. Sanders said that the furniture and fixtures won't be needed for another two years, but the company has been locked into the price and they will warehouse everything for that period of time. Warranties don't begin until everything has been installed.

Commissioner Bob Johnson made a motion to approve the low bid of Corporate Design. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

Ms. Sievers asked Attorney Todd Glass about working to drawing up a contract. He said Corporate Design may have one to review. She will be in contact with him.

*(Bid Paperwork for the Security Center Project is located on File in the Auditor's Office)*

**GRANTS DEVELOPMENT DIRECTOR  
WARRICK COUNTY SHERIFF ICAC**

Grants Development Director Debbie Bennett-Stearsman presented four contracts requiring approval. First was the Warrick County Sheriff – ICAC, Internet Crimes Against Children, for \$8,000.00. This is a contract between the County and the Indiana State Police for purchasing software, licensing, and supplies. Commissioner Bob Johnson made the motion to approve. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**WARRICK COUNTY HEALTH DEPARTMENT - IMMUNIZATION FOR CHILDREN**

Next was the Warrick County Health Department Immunization for Children Grant for \$35,233.28. This is for supplies and equipment. Commissioner Bob Johnson made the motion to approve. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**WARRICK COUNTY HEALTH DEPARTMENT – PHEP – EMERGENCY MANAGEMENT**

This is for the Emergency Preparedness Coordinator Grant between the County and the Indiana Department of Health. It is for \$25,000.00 for salary and fringes. The amount and position have been approved as a part time position by the Warrick County Council. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

**WARRICK COUNTY PROSECUTOR – VOCA GRANT**

Ms. Sievers presented the VOCA Grant for the Warrick County Prosecutor's Office. It is a two-year grant for \$120,686.00. This is for staff in the Prosecutor's Office. The first year is \$58,871.00. The second year is \$61,815.00. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

**PUBLIC DEFENDER EXPENSES – TITLE IV-E DEFENSE EXPENSES**

Ms. Bennett-Stearsman stated that she doesn't have this grant yet. Commissioner Dan Saylor made the motion to table. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

**WARRICK COUNTY EMA HEMP/HAZMAT GRANT**

Last was the Warrick County EMA HEMP/Hazmat Grant which EMA would like to apply for. EMA Director Matt Goebel spoke to the request. It is for a maximum of \$20,000.00 and helps put on events for first responders for training and education with hazardous materials. He reviewed this year's training at ALCOA. Over 70 agencies participated. This will be for 2025. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(All Grant Paperwork is located on File in the Grants Department)*

**COUNTY ATTORNEY  
 ORDINANCE ESTABLISHING/AMENDING SECTION 92  
 CUTTING RIGHTS-OF-WAY OF THE WARRICK COUNTY CODE OF ORDINANCES  
 ORDINANCE 2024-10**

County Attorney Todd Glass presented Ordinance 2024-10, Establishing/Amending Section 92, Cutting Rights-of-Way of the Warrick County Code of Ordinances. There are increased bonding requirements for the cutting of rights-of-way and a new fee schedule. A copy was given to the Commissioners. County Engineer Bobby Howard went into more detail on what this Ordinance would help do. It really hasn't been updated in about twenty-five years. This brings everything up to date. He felt over the years, people got used to not having fees associated with these projects. There have been no applications for permits submitted and they are tearing up the roads. This will help them come back and say, this Ordinance is in place and bring things under compliance. He doesn't think it's been followed since 2000-2001.

Commissioner Johnson asked about road cuts and boring. Mr. Howard said the fee is per application. There was a brief discussion.

Commissioner Phillippe asked if there was follow up on all of this. Mr. Howard said as far as bonding and getting everybody back on track, yes. Commissioner Johnson felt like this would give the County Engineer teeth for some of the projects being done without permits to hold them accountable. Mr. Howard said there are penalties involved. Attorney Glass read the following into the record:

Ordinance 2024-10, an Ordinance of the Board of Commissioners of Warrick County, Indiana,  
 Amending the Warrick County Code of Ordinances Chapter 92: Roads and Highways

He also stated that all fees collected will be deposited into the Highway Maintenance Fund 1176.

Commissioner Bob Johnson made the motion to approve Ordinance 2024-10. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Ordinance 2024-10 is located on File in the Auditor's Office and Online at American Legal)*

**ENCROACHMENT AGREEMENT FOR BELL'S CROSSING PUD**

Attorney Glass presented an Encroachment Agreement and Consent to Dedication of Right-of-Way. A copy was sent to the Commissioners. It was reviewed by Attorney Skinner for development at the corner of Vann Road and Bell Road and has been approved by the Town of Newburgh. It is an agreement to be entered into with Odyssey Construction, LLC. Mr. Howard went over the particulars of the right-of-way and easement rights including their responsibility to take care of any damages. Mr. Howard has no issues with the agreement. Attorney Glass said it was in proper form for the Commissioner's approval. Commissioner Bob Johnson made a motion to approve the agreement and have President Terry Phillippe enter the agreement on the Board's behalf. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Encroachment Agreement for Bell's Crossing is located on File in the Auditor's Office)*

**WARRICK COUNTY OWNER'S REPRESENTATIVE AGREEMENT - GENERAL  
 OBLIGATION PROJECTS**

Attorney Glass presented an agreement for the GO Projects planned. This is for Project Partnership to oversee the projects for Judicial Center, storage facilities, maintenance buildings and other related renovations. The amount of the contract is \$100,000.00 with payment being made out of the proceeds of the Go Bond. Attorney Glass stated that all was in order and a motion could be made to approve and also allow President Phillippe to enter into the contract on the Board's behalf.

Dave Rector with Project Partnership went over the services provided. It will be similar to the services provided with the Jail Project. The exception is they will be in on this from the beginning.

Commissioner Saylor asked when they would start billing. Mr. Byron Sanders also with Project Partnership said that once it is an active project, charges start incurring. There was a brief discussion on the stages, percentages, and draw schedules. They also said that any of their other projects with the County are separate and billed separately with detailed billing.

Commissioner Dan Saylor made the motion to approve the agreement for professional services as owner representative for the County. Commissioner Bob Johnson seconded the motion.

Councilman Brad Overton spoke as an individual member of the Council to his concerns about taking so long to start this project. President Phillippe stated that was the reason for the engagement, since Project Partnership is doing such a good job on the Sheriff's project, and went over their experience and qualifications as well. Council Overton said they had come before the Council last year in a hurry to get it approved, but they are just now starting. Commissioner Phillippe stated, as far as he was concerned, the GO Bond had to be moved on to keep at the lower interest rate and continue payments in the same amount. Councilman Overman stated that obviously they had a project in mind or they would have just let it fall off. He understands what Commissioner Phillippe is saying about keeping the bond, but they didn't have to do it, so, there was a project in mind to begin with. Commissioner Phillippe said he had asked the Council in the beginning what they wanted to do. Councilman Overton stated that it was after

the Council decided not to approve it because no information was given to them. So, the Commissioners did come back a second time with a project. There was no more discussion.

Motions had been made by Commissioner Dan Saylor and a second by Commissioner Bob Johnson. The motion carried 3-0.

*(Project Partnership Contract for GO Projects is located on File in the Auditor's Office)*

**WARRICK COUNTY OWNER'S REPRESENTATIVE AGREEMENT - HIGHWAY FACILITIES PROJECT**

Attorney Todd Glass presented a second Owner's Representative Agreement with Project Partnership for the Highway Facilities Project. The agreement amount is \$225,000.00.

Dave Rector with Project Partnership addressed the agreement. He said it was a little different because a funding source hasn't been established yet. So, as requested, they have a fee if it falls apart and they don't do anything. The lump sum fee is for the whole project. But, if the project falls apart, the fee will be \$11,250.00 which is 5% of the total project work of \$225,000.00. They are moving forward and working on the project. There is a zoom meeting scheduled with County Attorney Andrew Skinner to talk about financial details. There was a brief discussion on the meeting.

Commissioner Phillippe asked Mr. Howard if he had any comments on it. Mr. Howard said it is set up the way it is so they can move forward and look at funding options and go from there. He would like to get the Council on board with it. The meeting tomorrow is to discuss the financing options. Mr. Howard is hoping that this is something that the County as a whole will work together on. The current building was, he believes, built in 1965. It's falling apart. He would like to move forward and find a productive way that they can do so and still stick to a budget number.

Councilman Brad Overton asked whether that fee was based on the total cost of the project. He was told it was a lump sum fee and what would happen if the project fell apart and didn't happen. It will stay the lump sum regardless of the amount of the project. There was a brief discussion on the project and approvals.

Commissioner Phillippe added that part of Project Partnership's services is to get a firmer number on the project to bring to the Council. Councilman Overton said that was fine, but when he sees stuff like this and it hasn't even started, it concerns him. Contracts get brought to the Council after the fact and then they are addressing them and trying to find funding.

Commissioner Saylor said that their lump sum fee was substantially lower than what they have been told by other businesses doing the same work. Commissioner Phillippe said to state another way, it's very much in line with what they were initially proposed from another contractor. Commissioner Saylor went on to say it was why they didn't go with another vendor that does work in the County. They were never happy with the fee and felt like it was high. Commissioner Johnson said it was also why it was taking so long.

Commissioner Bob Johnson made a motion to approve the agreement with Project Partnership. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Project Partnership Contract for Highway Department Facility is located on File in the Auditor's Office)*

**HEALTH DEPARTMENT FEES ORDINANCE  
ORDINANCE 2024-11**

Attorney Glass presented a Fee Ordinance for the Health Department. He reviewed the Ordinance and its purpose. The fees for the department and all its various services are disbursed throughout the different areas of the Health Department chapters in the Code of Ordinances in over a dozen different locations. What they propose is adding a new Chapter 41 which lists these fees. The entire Health Chapter would be amended to refer to those established fees in Chapter 41. In the future, this allows the fees, a smaller section, to be updated in the Code of Ordinances. It's a nicer and neater way to do it. Ordinance 2024-11 is an Ordinance creating a Health Department Fee Schedule in the new Chapter 41 of the Warrick County Code of Ordinances and amending various Warrick County Code of Ordinance sections related to the Health Department Fees referring now to the new chapter. This has been proposed by Dr. Heinrich and Mr. Weisheit from the Health Department and the Warrick County Board of Health to propose those fee rates. Everything is ready for the Commissioners approval. Commissioner Bob Johnson made a motion to approve Ordinance 2024-11. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Ordinance 2024-11 is located on File in the Auditor's Office and Online at American Legal)*

**HEALTH DEPARTMENT CONTRACT  
DEBBIE BENNETT-STEARMAN**

Next, Attorney Glass presented a contract for services for Debbie Bennett-Stearman. She had been providing a variety of services for the Health Department and this is compensating her for those services. It is for \$3,000.00 a month on a month-to-month basis. It begins in August, so a very minimal amount of retroactivity. She has been providing services for almost a year. Commissioner Dan Saylor made a motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(Debbie Bennett-Stearman Contract is located on Pages 11 through 12 of these Official Minutes)*

**HEALTH DEPARTMENT THIRD PARTY PAYMENTS CONTRACT**

Attorney Glass said that this is a renewal agreement for Mitchell & McCormick for the Health Department. County Administrator Heather Soberg stated that this had already been consented to but was not on the Consent Agenda. The Commissioners have seen the contract. Ms. Bennett-Stearsman stated that this was a third-party billing service and the contract was up in July so there has been no billing since then for Medicaid. She then went over the services provided. She also received the last four years of data that they have been charging the County and what the Health Department sees back. They are paying more for the service than they are getting back. President Phillippe negotiated with the service to bring it down to \$200.00 a month. There is still a \$750.00 renewal fee. There is a sliding scale. If the County sees more claims and gets more money, the vendor is going to take a larger portion. There has not been a lot of billing this year. There was a brief discussion. Attorney Glass stated that it probably needs ongoing oversight.

Commissioner Phillippe said that it doesn't make sense to dump data from one system to another to have it billed there and implement new software and go through all the new training. Ms. Bennett-Stearsman said that the vendor has been providing the service on an annual basis and there hasn't been time to look anywhere else cause even if there were claims, they aren't being billed right now. Commissioner Bob Johnson made a motion to approve. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Mitchell & McCormick Contract is located on File in the Auditor's Office)*

**REQUEST FOR APPROVAL OF INSURANCE LETTERS FOR SUBMISSION OF QUOTES**

Attorney Glass presented two items not on the agenda. The first was to request an approval by the Board to direct the President of the Board to sign letters for the quoting of comprehensive insurance prices for the County and signing the quoting work to be done by Mr. Hancock with Epic Insurance-Midwest and also asking First Advantage Insurance to do the same thing with our current insurers. This is for no action other than a motion to send the letters out and quotes to be submitted. Commissioner Dan Saylor made the motion to send the letters for quote submission. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

**MUTUAL RELEASE SETTLEMENT – BELL ROAD**

The second was a Mutual Release Settlement Agreement for a dispute with Mr. and Mrs. Klink on Libbert Road. Mr. Howard is aware of this. This is to release and discharge Warrick County from the allegations and complaints for a settlement in the amount of \$750.00. Commissioner Dan Saylor made the motion. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(Release Settlement Agreement is located on File in the Auditor's Office)*

**COMMISSIONERS ITEMS FOR DISCUSSION**

Commissioner Dan Saylor wanted to thank EMA and the Highway Department for all their work after the tornado damage and all they are still doing to clean up debris. There is a lot of work that needs to be done and they appreciate what they have done and continue to do.

ADJOURNMENT

The next Warrick County Commissioners' meeting will be held on Monday, September 9, 2024 in the Commissioners' meeting room at 4:00 PM. Commissioner Dan Saylor made the motion to adjourn. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

Meeting adjourned at 5:06 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

Minutes Respectfully Submitted by Kristine Georges, Official Recording Secretary

ORIGINAL

WARRICK COUNTY CLAIMS FOR PAYMENT  
COMMISSIONER'S MEETING - 08/26/2024

Table with columns: Effective Date, Payee Name, Fund, Fund Desc, Amt, Amt Desc, Line, Line Desc, Amount Check. Contains a detailed list of financial transactions and payments.





Table listing various items, likely related to land parcels, with columns for item number, location/owner name, and status. The items are organized in multiple columns across the page.





WEIGHTS AND MEASURES MONTHLY REPORT

APPROVED AUG 28 2024

Inspector: Mike Arnold
Jurisdiction: Warrick County
Date Start: June 18, 2024
Date End: 7-15-25

Warrick County Weights & Measures
Inspector Mike Arnold Office 612-807-6120
107 W Locust Street Boonville Indiana 47601
Email Weights-measures@warrickcounty.gov



Table with columns: INSPECTION ACTIVITIES, Correct, Rejected, Red Tags, TOTAL. Rows include SCALES, MEASURING DEVICES, CALIBRATIONS AND TESTS, and OTHER ACTIVITIES.

COMMENTS table with one entry: 2 Rejection on fuel both are over Phillips 66 Hwy 261 Newburgh. 1 Livestock scale at the 4-H fair was Rejected.

APPROVED AUG 28 2024

FILED
AUG 27 2024

Michael S. Bennett
WARRICK CO. AUDITOR

PROPOSAL

DATE: 8/22/2024

DJ's Painting

Interior-Exterior
907 State Road 261
Boonville, IN 47601
Phone: 812-205-3759

TO:
Warrick County Commissioners
107 W. Locust Street
Suite 310
Boonville, IN 476601

FOR:
Old Courthouse Painting & Repair Drywall in Men's
Restroom and West Hallway Old Courthouse

Table with columns: DESCRIPTION, HOURS, RATE, AMOUNT. Row 1: Repair drywall, patch, and paint in the men's restroom. Row 2: Repair drywall, patch, and paint in the west entryway. Row 3: Labor & Materials Total. Row 4: TOTAL 725.00

Make all checks payable to DJ's Painting

THANK YOU FOR YOUR BUSINESS!

APPROVED AUG 28 2024

INDEPENDENT CONTRACTOR AGREEMENT

FILED
AUG 29 2024

Michael S. Bennett
WARRICK CO. AUDITOR

THIS AGREEMENT, made and entered into as of the 26 day of August, 2024, by and between Warrick County, Commissioners on behalf of the Warrick County Health Department ("County"), and DJ's Painting, Bennett, Stearnman ("Contractor"), made in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, is as follows:

- 1. Retaining Services of Contractor. The County hereby retains Contractor in the capacity of an independent contractor to perform those services specifically described on Exhibit A (the "Services"). Contractor shall be responsible for, supervise, and be in full control of the work involved in performing the Services.
2. Consideration. The County shall pay to Contractor, and Contractor shall accept from the County as full compensation for all services to be rendered by Contractor a lump sum monthly fee of \$3000.00 which shall be made based upon monthly lump sum invoices issued by Contractor to County and approved by the Warrick County Health Officer or Warrick County Health Administrator to be paid with funds of the Warrick County Health Department beginning August 31, 2024. Contractor shall not be entitled to any of the fringe benefits now or hereinafter provided by the County to its employees including, but not limited to, wages, salaries, health benefits, and deferred compensation benefits, it being understood that the consideration specified in this Paragraph 2 constitutes the sole consideration payable by the County for the services to be performed by Contractor hereunder. The County shall not withhold from any sums payable to Contractor, any local, state or federal income taxes, contributions to Social Security (FICA), or state unemployment taxes.
3. Term and Termination. This Agreement shall commence as of the 1st day of August, 2024, notwithstanding the date first written above, and shall continue on a month-to-month basis until services are no longer necessary or services are terminated by either party with a 30-day written advanced notice. In case of neglect in the performance of any portion of the Services, or in the event breach by Contractor of any of the provisions of this Agreement as determined by County, shall have the right to terminate this Agreement and all its obligations hereunder, in writing, immediately and without notice, subject only to the obligation to pay Contractor for work performed to the time of termination in accordance with the terms hereof.
4. Compliance with Laws and Regulations. Contractor agrees that the Services shall be conducted in full compliance with any and all applicable Federal, state and local laws, rules, and regulations, and in accordance with the terms and conditions of any grants, gifts, endowments, or donations to the County.
5. Liability for Injuries or Damages to Person or Property. Contractor understands and agrees that, due to his or her status as Contractor, he or she is not covered as an employee under any worker compensation insurance policy, and the County shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of his or her duties under this Agreement.
6. Insurance and Indemnification. Contractor shall carry and maintain throughout the period of this Agreement, at Contractor's sole cost and expense, general liability, and automobile

liability insurance in amounts satisfactory to the County. The Contractor may carry for his or her benefit workers compensation insurance at the Contractor's sole cost and expense. Contractor further agrees to hold harmless and indemnify the County from and against any loss, cost, or expense, including, but not limited to, court costs and attorney fees arising out of or with respect to any injury to or death of Contractor, or damage to property or equipment owned by the Contractor. The maintenance of insurance will not in any manner affect Contractor's obligation to indemnify the County, as provided hereinbelow, but ongoing maintenance of general liability and automobile liability insurance shall be a condition precedent to the payment to Contractor of the consideration provided for herein.

Contractor shall be entirely and solely responsible for his or her actions while engaged in the performance of the Services. Contractor, for him or herself and for all heirs, successors, or assigns of Contractor, covenants and agrees to indemnify and hold harmless the County, absolutely and without limit, against all claims, demands, actions, causes of action, suits, or judgments, asserted, made or recovered by any and all persons whatsoever on account of the acts or omissions of Contractor during the performance of the Services. Similarly, Contractor agrees to indemnify and hold harmless the County for loss or damage to any of the County's property or equipment used or obtained in connection with the performance of the Services.

7. **Relationship of the Parties.** The Contractor shall at all times be considered an independent contractor. Contractor acknowledges and agrees that he or she will perform his or her obligations herein solely as an independent contractor, and will not represent himself in any manner to any third party as a representative or authorized agent of the County, or to make any representations, warranties, or commitments on behalf of the County. Contractor shall have sole responsibility for the conduct and control of the services to be performed hereunder. The manner and means of conducting the work to be performed hereunder are in the sole discretion and control of Contractor. However, the services contemplated within the terms of this Agreement must meet the approval of the County.

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

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

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

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

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

13. **Severability.** In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this Agreement shall be for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.




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

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

CONTRACTOR:

  
Debra Bennett-Stearns

WARRICK COUNTY COMMISSIONERS

  
Terry Blumpp, President  
  
Dan Saylor, Commissioner  
  
Robert Johnson, Commissioner

ATTEST:

  
Michael J. Dietsch, Auditor

EXHIBIT "A"

THE CONTRACTOR SHALL SERVE AS THE WARRICK COUNTY HEALTH DEPARTMENT GRANT ADMINISTRATOR AND INTERIM FINANCE ASSISTANT

1. Review proposed expenditures of the Warrick County Health Department before approval by the Board, Health Officer, and Health Administrator
2. Review all claims for accuracy before approval by the Board, Health Officer, and Health Administrator.
3. Review payroll for accuracy before approval by the Health Board, Health Officer, and Health Administrator.
3. Administer all Health Department Grants and attend any informational webinar necessary to administer them successfully.
4. Attend all Health Department meetings.
5. Attend all Health Board meetings.
5. The contractor will be responsible for providing accurate monthly financial reports of all grant funds to the Commissioners, Council and Health Board.
6. The contractor will play a role in all budgeting activities, working closely through the County Council Administrator, Health Board, Health Officer and/or Health Administrator.
7. The contractor will work directly with the Warrick County Auditor and his staff to provide any and all financial assistance necessary for the successful operations of the Warrick County Health Department.
8. Train existing and work with personnel to develop and organize a working financial process.