

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
January 23, 2023
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

PUBLIC HEARING
IN THE MATTER OF THE PARTIAL VACATION OF AN EXISTING 50 FOOT DRAINAGE
AND PUBLIC UTILITY EASEMENT LOCATED AT 9344 WARRICK TRAIL, NEWBURGH,
IN 47630 IN WARRICK COUNTY, INDIANA

Commissioner Terry Phillippe asked for a motion to recess the Commissioners' meeting and enter into the Public Hearing on the Partial Vacation of an existing fifty-foot drainage and public utility easement. Commissioner Bob Johnson made the motion. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

Molly Barnhill presented the partial vacation request. She stated that Morley and Associates had sent out notices and APC had received all the green cards. Letters were also received from the utilities stating no objection with the partial vacation.

Jim Morley, Jr. with Morley and Associates, was present to discuss the current project and request for the vacation. It is on the Warrick Trail Roadway across the street from Healthsouth Rehab Hospital. He stated that they had originally had to have a fifty-foot easement on there for fill slopes and ditches, but now as part of this development, they're filling out their site and getting rid of a roadside ditch because it will all become the front lawn of the new development. So, he is seeking to vacate the outer thirty feet of the fifty-foot easement. The inner twenty feet right next to the road will continue to be there to allow for utilities in the future. There are no utilities there currently and leaving twenty feet leaves plenty of room for them. Water lines are on the other side of the street. The sanitary sewer runs up through the project. So, he would ask that the outer thirty feet of the fifty foot easement be vacated. Mr. Morley reviewed pictures of the project with the Commissioners. He stated that it had also been in front of Drainage Board a month or two ago.

Commissioner Phillippe asked if Assistant Superintendent Steve Sherwood, filling in for Superintendent Bobby Howard, had any additional comments. He said he had no additional comments other than it had been approved by the Drainage Board.

Commissioner Terry Phillippe asked for any remonstrators. There were none. Commissioner Phillippe then called for a motion to exit the Public Hearing and enter the regular session Commissioners meeting. Commissioner Bob Johnson made the motion. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

ACTION ON PUBLIC HEARING
IN THE MATTER OF THE PARTIAL VACATION OF AN EXISTING 50 FOOT DRAINAGE
AND PUBLIC UTILITY EASEMENT LOCATED AT 7344 WARRICK TRAIL, NEWBURGH,
IN 47630 IN WARRICK COUNTY, INDIANA
ORDINANCE 2023-02

Warrick County Commissioner Ordinance 2023-02 allowing the partial vacation was presented. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(Ordinance 2023-02 is located on Pages 13 through 14 of these Official Minutes)

AREA PLAN COMMISSION

There was no business for the Area Plan Commission.

ACTION AGENDA
APPROVAL OF MINUTES
JANUARY 9, 2023

The minutes from the January 9, 2023 Commissioners' regular session meeting were presented for approval. Commissioner Bob Johnson made the motion to approve the minutes as presented. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**REMAINING 2023 APPOINTMENTS TABLED FROM 01-09-2023
WARRICK COUNTY TOURISM BOARD**

There are two appointments and a vacated seat that need to be appointed to the Tourism Board. Cris Fulford has moved and needs to be replaced. Todd Glass was recommended by the Tourism Board for the appointment. Commissioner Bob Johnson made the motion to appoint Todd Glass. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

Terms for both Beau Dial and Shari Sherman serving on the Tourism Board are ending. Shari Sherman from the Tourism Board was asked to speak. She stated that both were willing to continue serving on that board.

Commissioner Dan Saylor made a motion for Beau Dial to continue for another term. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

Commissioner Dan Saylor made a motion for Shari Sherman to continue for another term. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

COUNTY HEALTH BOARD

There were three appointments that needed to be made for the County Health Board. Commissioner Terry Phillippe stated two of the three needed to be a general public representative and a licensed physician.

Health Department Administrator, Aaron Franz was asked to come up to discuss the appointment involving Dr. Parker. Mr. Franz stated that Dr. Parker was appointed in place of Dr. Jerry Like who passed away during his term. The term is now ending, and Dr. Parker would be interested in serving a full term. Commissioner Bob Johnson made the motion to approve the appointment. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

Commissioner Terry Phillippe stated that he spoke with Dr. Steven Barnett who was willing to serve another term. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

The last appointment recommendation was for Joy Brown to serve another term on the Health Board. The Commissioners stated that they did not know her. Commissioner Phillippe asked if they should table this appointment. Commissioner Bob Johnson made the motion to table. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**COUNTY ADMINISTRATOR
CONSENT AGENDA**

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

- County Auditor Claims Voucher Reports Dates 1/11/23-1/24/23
- Payroll Date: 1/13/23
- Declaration of Auditor's HP Plat Printer as Surplus – Serial# MY0913309
- Declaration of Surplus- for the Auditor's Office
 1. HP Color LaserJet CP352N - Serial# CNCCBB01Q5
 2. Olympus Digital Voice Recorder WS-822
- Sheriff's Salary Contract
- Parks Department Ice Contract
- Scales Lake Weed & Algae Treatment Contract
- Economic Development Lease Agreement
- Clerk's Monthly Report December 2022

There were no questions or discussion on any of the items. Commissioner Bob Johnson made the motion to approve all the items on the Consent Agenda. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

(Certified Claims are located on Pages 6 through 8 of these Official Minutes)

(Non-Certified Claims are located on Page 9 of these Official Minutes)

(Payroll is located on Pages 9 of these Official Minutes)

(Surplus Paperwork is located on File in the Auditor Office)

(Sheriff Contract is located on Pages 9 through 10 of these Official Minutes)

(Parks Ice Contract is located on Page 10 of these Official Minutes)

(Delta Properties Agreement is located on Page 14 of these Official Minutes)

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

**COUNTY ATTORNEY
AMENDMENT TO PTO POLICY**

Attorney Andrew Skinner presented amendments to finalize the transition to the new PTO Policy. These changes were to make the current policy consistent with how the previous policy was worded in terms of sick days and vacation days and what you were entitled to upon termination and sell back. They were cleaning up and making sure that everything has been caught in the transition and nothing changes in terms of how it worked before and how it does now under this PTO Policy. These changes were discussed and confirmed by both the Commissioner Administrator and Human Resources Manager as changes that needed to be made. They think this is the final version. Ms. Soberg stated that for the PTO section, it was. Attorney Skinner stated that Section 10.4, located on the last page, would no longer be necessary in the Employee Handbook. It was the section that discussed what you were entitled to as far as sick days and vacation days which is now handled under the new PTO Policy. Commissioners praised everyone for the work done to get the new policy in place. Commissioner Dan Saylor made a motion to approve the changes to the PTO Policy dated 1-23-2023. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(PTO Amendments are located on File in the Auditor's Office)

**INTERLOCAL AGREEMENT BETWEEN WARRICK COUNTY
AND THE TOWN OF NEWBURGH
BRIARCLIFF SEWER AND DRAINAGE IMPROVEMENTS**

Attorney Skinner presented an Interlocal Agreement between the Town of Newburgh and Warrick County relating to a Capital Improvement Project that the Town of Newburgh is doing to the Lake Lift Station and the County project of culvert replacements along Briarcliff Drive. This interlocal agreement addresses the road closure and the respective duties of both entities while the projects are being completed along that area.

Steve Sherwood spoke briefly about the project. It has been in the works for a couple of years. They finally got an agreement in place. The County will be replacing a culvert and the Town of Newburgh will be working on the pump station and lines in conjunction with the project. The County project will also require relocation of existing gravity lines and force mains that are fed by the adjacent Newburgh Sewer Pump Station. They wish to lengthen the box culvert outside the right of way. This agreement will help coordinate all these activities. All the work proposed by the County will be done in house by the Highway Department. Bidding was done for the box culvert and a low bidder was selected. The Town of Newburgh will also participate in the cost that the County will be receiving because it was substantially lower than any of the bids they received. All this is covered in the agreement. The project is scheduled to take place later this summer as long as Newburgh meets its timetable. Commissioner Dan Saylor made a motion to approve the Interlocal Agreement with the Town of Newburgh. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(Town of Newburgh Interlocal Agreement is located on File in the Auditor's Office)

**COUNTY ENGINEER/HIGHWAY
WARRICK COUNTY HIGHWAY DEPARTMENT
CONCEPT DESIGN AND PLANNING PROPOSAL WITH FEE SCHEDULE
AMERICAN STRUCTUREPOINT**

Assistant Superintendent Steve Sherwood, filling in for Superintendent Bobby Howard, presented a proposal from American Structurepoint for the design of a potentially new Warrick County Highway Department facility to be located on the eighty acres that the County owns and occupies out by the current Highway Department. The proposed site would be north of the existing site and south of the 4-H Center. The agreement is for thirty thousand dollars (\$30,000.00) to proceed with the design and all the items listed in the agreement.

Attorney Skinner didn't have any legal issues with the agreement however he wished to bring a couple of items to their attention. It is thirty thousand dollars (\$30,000.00). It is to be paid monthly as time has accrued. It states that it's an eight to ten week time frame for completing the study which would begin after the initial kick off meeting to be scheduled after the contract is approved. Attorney Skinner didn't know if they wished the time to be quicker. But, he did want them to know about those items. Attorney Skinner also stated his only concern was, if the agreement was terminated before completed, the County would have fifteen days to pay for any services that have been rendered. That's rather quick in terms of payment for the County. He suggested amending that to thirty or forty-five days.

Commissioner Dan Saylor wished to give a brief summary about the project. He said that the current facility is in dire need of repair. It has served its purpose. So, this is an agreement with Structurepoint to go with a design of a facility that sits on a particular parcel of land that the County already owns. He stated as far as the funding component of this, the bonds for the Courthouse Renovation Project will be paid off at the end of this year. So, in talking with County Council and the other Commissioners, if the bonds drop off, it just drops off. However, if a project is rolled into the bond, as an opportunity to pay for the project, another bond could be done without raising taxes for the taxpayers. So, the County could get a new facility that would serve the County for many years to come. This initial planning is to also help get a price so they know what they need to raise as far as funding. Commissioner Saylor also stated that the obligation had to be in place by the end of the year because of the bond payment dropping off at that time. Attorney Skinner stated that the last payment for the bonds was due around January 10th. So, a replacement would need to be in place by the end of December just to make sure the County is keeping it rolling. Commissioner Saylor stated that he realized that there were several major projects going now in the county, including the new security center. But, they are not raising taxes for the new security center and they're not raising taxes for the Highway Department facility. It does create a lot of work for the Board, but it's something that needs to be done and they will keep pushing forward.

Commissioner Dan Saylor made the motion to move forward with this project and approve the proposal from American Structurepoint for thirty thousand dollars (\$30,000.00). Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

(American Structurepoint Agreement is located on Pages 11 through 13 of these Official Minutes)

**COUNTY ACQUISITION ADMINISTRATOR
COUNTY FIRE INSPECTION CONTRACT**

Acquisitions Administrator Sherrie Sievers presented bids for the County Fire Inspection Contract. Ms. Sievers stated that it was a service and therefore didn't need to be advertised, but she invited four different companies to bid: Tri-State Fire Protection, Koorsen Fire and Security, Armor Fire Protection, and Alpha Energy. Two of those companies submitted bids: Koorsen Fire and Safety and Alpha Energy. Both broke it down per building: Warrick County Jail, Drug Court, Historic Courthouse, and Judicial Center. Koorsen had a detailed breakdown of labor, overtime labor, Sunday and holiday labor, and then recharging and six-year maintenance and hydrotests on fire extinguishers. Also included were prices on pull pins and prices for new extinguishers. Alpha Energy did not, however they did have a letter of recommendation from Jake Greer. The total amount for Koorsen was six thousand seven hundred fifty-four dollars (\$6,754.00). Alpha Energy's bid was six thousand four hundred fifty-seven dollars and fifty cents (\$6,457.50). She did want to point out that Koorsen does everything in house. They do not outsource any of their work. Alpha does sub some of their work out. Ms. Sievers was not sure which services were outsourced.

Commissioner Phillippe expressed concerns that the Jail had systems that the other buildings did not have. He was concerned that the services did not cover all the systems they had out there. Ms. Sievers stated that both companies sent representatives out and they did a walk-through of each building. She stated the goal was to have one vendor taking care of all four buildings.

Administrator Heather Soberg did point out that there was a page in the quote that listed all the things at the Jail which included everything that needed to be tested.

Ms. Sievers also stated that Jeremy Holder, the Jail Commander, recommended the first three companies: Tri-State Fire Protection, Koorsen Fire and Security, and Armor Fire Protection. Alpha Energy was recommended by another individual, so she reached out to them as well.

The Commissioner Saylor had some concerns with the payment being due within thirty days. Both Ms. Sievers and Attorney Skinner felt that this could be adjusted in the contract. The Commissioners stated that there was a lot of information and wished to table in order to review. Ms. Sievers will plan to have a list ready from Alpha Energy on what they outsource. Commissioner Dan Saylor made the motion to table the County Fire Inspection bids to the next meeting on February 13, 2023. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

Commissioner Saylor asked that, as a rule of thumb, that if vendors have a thirty day pay, that it is extended to forty-five days. The Attorney stated that it could be made a part of any bid packages in the future.

There were no items for discussion.

ITEMS FOR DISCUSSION

**COMMISSIONERS ITEMS FOR DISCUSSION
COMMENDATION OF LAW ENFORCEMENT**

Commissioner Terry Phillippe commended Evansville Police Department and the Vanderburgh County Sheriff's Office for their quick actions during a recent incident at the West Side Evansville Walmart. He also wanted to express the Commissioners' Board support of law enforcement and the entire public safety community.

ADJOURNMENT

Commissioner Bob Johnson made a motion to adjourn the meeting. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

ADJOURNMENT: Meeting adjourned at 4:33 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS



TERRY PHILIPPE, 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

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3. The Sheriff shall remit to the County and from there to three deposits in the County General Fund any and all Tax Warrant Fees for use for any County General Fund purpose.

4. The Sheriff shall pay for the feeding of the prisoners from the meal allowance fund established in 1996. Neither the Sheriff nor the Sheriff's deputies or employees shall make a profit from the Meal Allowance. After the expenses of feeding prisoners are paid, the Sheriff shall from time to time deposit any unspent meal allowance money ("Unused Meal Allowance") in the County General Fund for use for any County General Fund purpose.

5. The County and Sheriff agree that neither the Tax Warrant Fees nor the Unused Meal Allowance shall be compensation for employment under the Internal Revenue Code and any regulations promulgated under that Code. Assignment of the Tax Warrant Fees shall be made to the County, and the State Board of Tax Commissioners shall agree in order to effectuate this Agreement and to the fullest extent possible to preclude each the Tax Warrant Fees or the Unused Meal Allowance from being deemed compensation for employment under state or federal law, including the Internal Revenue Code and the Internal Revenue Service Regulations, and thus subject to W-2 reporting.

6. The Sheriff shall at all times maintain all required records and reports in such form and manner as prescribed by Indiana law and the Indiana State Board of Accountants.

7. Nothing in this Agreement shall be construed in any manner to relieve the Sheriff of any of his duties or powers under I.C. 6-8-1-8.3 or I.C. 36-8-1-9-7, or to limit any other powers or duties of the Sheriff provided for under Indiana law.

8. As required by I.C. 36-2-1.3-2.5(b), the Sheriff shall file an accounting of expenditures for fees received by the County Auditor on the first Monday of January and the first Monday of July of each year.

9. The Sheriff shall execute and deliver to the County such documents as may be required to effectuate the terms of this Agreement.

10. This Agreement shall commence January 1, 2023, and remain in effect for the remainder of the Sheriff's term of office to and including December 31, 2026, and would otherwise terminate only upon the death, resignation or other termination of the term of Michael K. Wilder as the duly elected Sheriff of the County.

11. Miscellaneous Provisions

11.1. This Agreement supersedes all previous contracts or agreements between the parties and constitutes the entire agreement between the parties.

11.2. This Agreement may be amended only by an instrument in writing signed by the parties hereto effective as of the date stipulated.

11.3. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenants or conditions.

11.4. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and the Agreement shall be construed to give effect to the maximum extent possible to all provisions of this Agreement, and the Agreement shall be deemed to be written, construed, and enforced as so limited.

11.5. The parties agree that the awardable state of consideration to the effect any arbitrator is to be resolved against the drafting party shall not be employed in interpreting this Agreement.

11.6. In case of a material breach of this Agreement by a party, the non-breaching party shall be entitled to recover actual damages, reasonable attorneys' fees, costs and expenses, and specific performance and injunctive relief.

11.7. This Agreement shall be construed and enforced under Indiana law. The parties agree that any dispute arising in any way from this Agreement shall be resolved in Warrick County, Indiana. The parties agree to submit to the jurisdiction of such courts and will not bring an action in any other court.

Terry Philippe, President of the Warrick County Commissioners

Greg Richmond, President of the Warrick County Council on Behalf of the Warrick County Council

Michael K. Wilder, Sheriff of Warrick County

1-23-2023

Date

ATTEST: Michael Dietrich, Auditor

LEASE ADDENDUM #6 Board of Commissioners of Warrick County, Indiana

THIS LEASE ADDENDUM, entered into between Delta Properties, LLC, hereinafter referred to as "LANDLORD" and Delta Properties, LLC, hereinafter referred to as "TENANT". This addendum is in reference to a Lease Agreement, hereinafter referred to as "LEASE", dated January 19, 2011. Lease Addendum #2 dated February 23, 2016, Lease Addendum #3 dated April 27, 2020, Lease Addendum #4 dated April 27, 2020, and Lease Addendum #5 dated March 5, 2021, between LANDLORD and TENANT.

WITNESSETH THAT LANDLORD and TENANTS, in consideration of their mutual undertakings, agree as follows: TENANT shall extend the lease for a period of two (2) years effective May 1, 2023, through April 30, 2025. The MONTHLY RENTAL AMOUNT shall remain the same during the renewal period.

IN WITNESS WHEREOF, LANDLORD and TENANTS have executed this Lease Addendum on this 20th day of January 2023 and if this Lease Addendum is executed in counterparts, each shall be deemed an original.

Board of Commissioners of Warrick County, Indiana

Terry Philippe, Mayor

Board of Commissioners of Warrick County, Indiana

Bob Johnson, Printed Name

Board of Commissioners of Warrick County, Indiana

Dan Saxler, Printed Name

Evan L. Beck, Manager Delta Properties, LLC



**AMERICAN
STRUCTUREPOINT**

9029 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46216
TEL: 317.547.0580
FAX: 317.543.0270

December 21, 2022

Mr. Bobby Howard
Warrick County Engineer
107 W Locust Street, Suite 208
Boonville, Indiana 47601

Re: Warrick County Highway Department
Programmatic and Conceptual Design Scope and Fee Proposal
Proposal Number 2022.02118 (Revised)

Dear Mr. Howard:

We enjoyed the opportunity to meet you and fellow Commissioners to discuss your vision for the future of the Warrick County Highway Department operations facility. To follow up from our meeting on October 18, 2022, we would like to offer this revised proposal for a Concept Design Study to help us define the problem and then offer conceptual solutions.

Generally, we understand the project to involve planning a new facility for the replacement of the current complex located on Roth Road. The proposed project would abandon the current facilities and create a new base of operations for the Warrick County Highway Department on a 12.5-acre site, also with Roth Road frontage, north of the existing facility and south of the fairgrounds. There is the possibility of unifying an additional 3.0-acre parcel to the south by relocating a drainage ditch. In our initial proposal we had included looking at adding the 5.0 acres of ground to the north, adjacent to the fairground. In an effort to reduce this initial scope we have removed this 5.0-acre parcel from the study.

American Structurepoint, Inc. will provide design services culminating in a conceptual site plan laying out the structures established in this study along with the supporting yard operations and convenience facilities.

PART I - Conceptual Design Study

- 1. PROCESS AND SCOPE**
 - a. Preparation and Delivery of Questionnaires
 - b. Virtual Kick-off Meeting Session

2022-02118

www.structurepoint.com

Mr. Bobby Howard
December 21, 2022
Page 2

- c. Due Diligence
 - i. Review site information provided by Warrick County
 - ii. Preliminary site review
 - iii. Site Analysis
- d. Programming / Space Needs Analysis
 - i. Questionnaires
 - 1. Review department questionnaires and condense into preliminary program document
 - 2. Review equipment storage needs. If is the desire of the Highway Director for the equipment to be stored under roof (Approximately 215 items listed)
 - ii. Analysis
 - 1. Programmatic projections
 - 2. Site area and building area adjacencies
 - 3. Estimate of approximate building square footage
 - iii. Review findings with Key Stakeholders
 - iv. Summary - prepare final documents to set program for site study
- e. Conceptual Design
 - i. One (1) Preliminary Site Planning and Building Massing Concepts
 - ii. Up to two (2) virtual collaborative design and review meetings with key stakeholders
 - iii. Diagramming of buildings proposing space allocation for various program areas
- f. Presentation of final study
 - B. Summary of Deliverables
 - i. Questionnaire (Item a above)
 - ii. Site Analysis Diagram (Item e.i. and e.ii.)
 - iii. Tabulation of questionnaires (Item d.i.)
 - iv. Conceptual Program with area list and square footages per building (Item e.iv.)
 - v. One (1) Site Planning Option for collaborative discussion (Item e.i.)
 - vi. Diagram of each building with proposed locations for major areas (not individual rooms) (Item e.iii.)
 - vii. One Final Site Plan depicting mutually agreed upon Course of Action (Item f.)

2022-02118

Mr. Bobby Howard
December 21, 2022
Page 3

ASSUMPTIONS AND CLARIFICATIONS

- a. We anticipate providing programming and a space and needs analysis for the following:
 - i. Office
 - ii. Shop/Garage/Parts
 - iii. Signage shop
 - iv. Wash bay
 - v. Salt barn
 - vi. Fueling station
 - vii. Equipment storage
 - viii. Miscellaneous storage
 - ix. Bulk storage items on site
- b. We anticipate representatives of the County Highway Department will be able to provide material/equipment quantities or space needs for each of the above items. (Equipment list provided and noted these items are intended to be under roof)
- c. Warrick County will provide applicable site drawings and information to assist with the study.
 - i. The County will provide site boundary drawing(s).
 - ii. A site boundary and topographic survey is not included in this scope.

2. SCHEDULE

- a. The anticipated period for completing this study is approximately 8-10 weeks from initial kickoff meeting. The period is highly dependent on response times from department representatives and the availability of key stakeholders to participate in collaborative sessions.

3. DESIGN INVESTMENT

- a. Compensation for services rendered will be \$30,000. Effort will be invoiced monthly as time is accrued.

4. REIMBURSABLE EXPENSES

- a. The following expenses will be considered reimbursable and will be invoiced at 1.1 times their direct cost on the monthly invoices.
 - i. Expenses of mileage or travel associated with this project
 - ii. Expenses associated with overnight, express, or normal delivery charges
 - iii. Reproduction services for other than normal coordination purposes

5. ADDITIONAL SERVICES

- a. Services that fall outside of the original scope may be required to complete the project. Additional services beyond those identified under Project Scope and Project Deliverables will be invoiced at the hourly rate of the personnel assigned to the task. These services will be provided only if authorized in writing, in advance. Examples include, but are not limited to, the following:
 - i. Site and topographic survey

2022-02118

Mr. Bobby Howard
December 21, 2022
Page 4

- ii. Opinion of Probable Cost of Construction and/or Detailed cost estimates
- iii. Studies: Wetlands review or delineation, Geotechnical investigation, and Phase I or Phase II ESA's
- iv. Investigation of utility infrastructure to support new development

PART II - Final Design (not included at this time)

Next step after this initial study would be to proceed into the traditional project delivery phases, as follows:

- a. Schematic Design
- b. Design Development
- c. Construction Documents
- d. Construction Administration

The project is not adequately defined at this point to provide an exact fee for the consulting effort. However, based upon previous experience with similar project, we anticipate the construction cost will certainly be ten million dollars. Based upon the anticipated magnitude we would estimate a fee range between 4% and 6% depending upon final agreed upon services.

Bobby, thank you for this opportunity and for your confidence in our abilities at American Structurepoint. We have the talent and staff to assist you through this phase and subsequent phases to help you bring this project to completion. The fees contained in this proposal are valid for one year from the date of this letter. We will consider receipt of the executed letter our notice to proceed.

If you have any questions regarding this proposal, please do not hesitate to contact me at (317) 547-5580 and I will gladly answer them.

Very truly yours,

American Structurepoint, Inc.


Michael R. Howard, P.E., LEED AP
Municipal/Industrial Practices Leader

M8H:pmm

Attachments

General Conditions

If the terms of this proposal and the attached general conditions are agreeable, indicate your acceptance by returning a signed copy of this letter. We will consider this our notice to proceed.

Accepted by: 

Printed Name: Bobby Howard

Date: 01/23/23

2022.02138

Mr. Bobby Howard
December 21, 2022
Page 5

General Conditions

These general conditions apply to the letter agreement dated December 21, 2022, referencing proposal number 2022-02118 by and between Warrick County, hereinafter referred to as "Client", and American Structurepoint, Inc., 9025 River Road, Suite 200, Indianapolis, Indiana 46240, hereinafter referred to as "Consultant," wherein it is agreed as follows:

Standard of Care. The Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by a professional person currently practicing under similar circumstances. The Consultant shall, without additional compensation, correct any errors or deficiencies in designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently or all other causes, from negligence of the Consultant.

Ownership of Documents. All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory, and other reserved rights, including the right to be used in operation and maintenance of the project.

Access to Records. Full access to the work during the progress of the work shall be available to the Client. The Consultant and his subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement, and for three years from the date of final payment under the terms of this agreement, for inspection by the Client.

Liability for Damages. The presence of the Consultant of its employees and subconsultants at a construction/project site shall not relieve the General Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees the General Contractor shall be solely responsible for jobsite safety.

Changes in Work. In the event the Client requires a major change in scope, character, or complexity of the Consultant's services after the services have progressed as directed by the Client, adjustments shall be made to the Consultant and adjustments to time allowed for performance of the services as modified shall be negotiated by the Client and the Consultant in the exercise of their honest and reasonable judgment. The Consultant shall not commence the additional services, or the change of the scope of the services until a supplemental agreement is executed and the Consultant is authorized in writing by the Client.

Insurance. The Consultant shall procure and maintain throughout the term of this agreement the following types of insurance:

- ♦ Worker's Compensation insurance as required by law
- ♦ Comprehensive General Liability insurance including contractual liability and liability arising out of the use of automobiles
- ♦ Professional Liability insurance

2022.02138

Mr. Bobby Howard
December 21, 2022
Page 6

Payment Terms. The Consultant may submit to the Client a maximum of one invoice voucher per calendar month for work covered under this agreement. The invoice voucher shall represent the value to the Client of the partially completed services as of the date of the invoice voucher. Payment is due upon receipt of the invoice.

Suspension of Services. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have the right to suspend performance of services until payment in full is received by the Consultant. The Consultant shall have the right to suspend performance of services as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination. In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Consultant for the services rendered to the date of termination. The Consultant may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- ♦ Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- ♦ Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- ♦ Suspension of the Project or the other party;
- ♦ Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

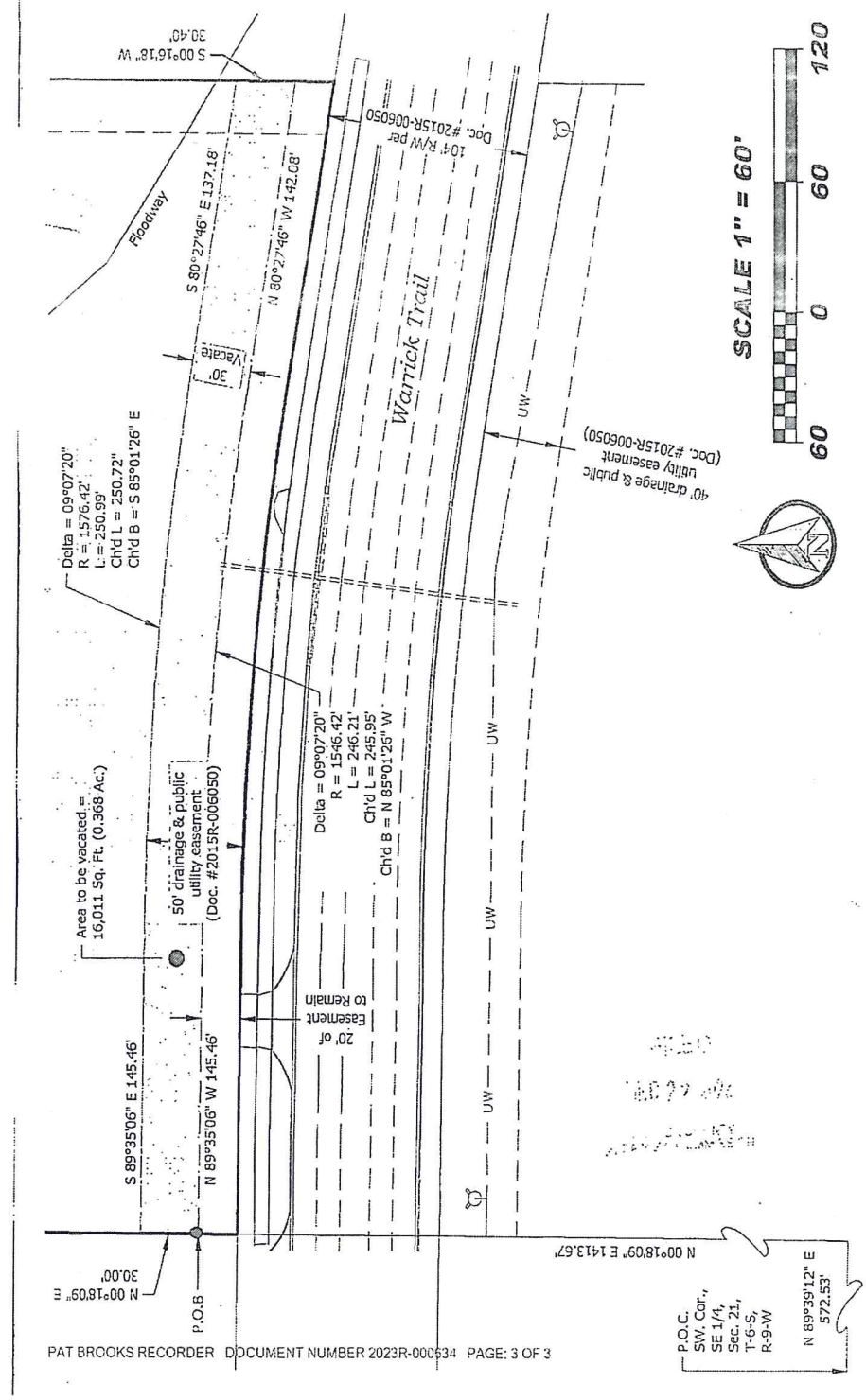
Non-Discrimination. The Consultant and its subconsultants, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry.

Successors and Assignees. The Client and the Consultant each binds itself and its successors, executors, administrators, and assigns to the other party of this agreement, and to the successors, executors, administrators, and assigns of this agreement. Except as above set forth, neither the Client nor the Consultant shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

Supplements. This agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this agreement.

Governing Law. This agreement shall be interpreted and enforced according to the laws of the State of Indiana. **Limitation of Liability.** To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any

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PAT BROOKS RECORDER DOCUMENT NUMBER 2023R-000634 PAGE: 3 OF 3

P.O.C.
SW, Cor.,
SE 1/4,
Sec. 21,
T-6-S,
R-9-W
N 89°39'12\"/>



4000 Research Ln.
Newburgh, IN 47030
812.464.8585 Phone
812.464.2514 Fax
morleycorp.com

Easement Vacation Exhibit
9344 Warrick Trail
Warrick County, IN

Designed By: 11991.4.001-A
Drawn By: CRS
Reviewed: 10.19.2022
Project: 11-998 Civil Bk. 36

LEASE ADDENDUM #6
Board of Commissioners of Warrick County, Indiana

THIS LEASE ADDENDUM, entered into between Delta Properties, LLC, hereinafter referred to as "LANDLORD" and Board of Commissioners of Warrick County, Indiana, hereinafter referred to as "TENANT." This addendum is in reference to a Lease executed on October 1st, 2010, Amended Lease dated January 19, 2011, Lease Addendum #2 dated February 23, 2016, Lease Addendum #3 dated April 2, 2018, Lease Addendum #4 dated April 27, 2020, and Lease Addendum #5 dated March 5, 2021, between LANDLORD and TENANT.

WITNESSETH THAT LANDLORD and TENANTS, in consideration of their mutual undertakings, agree as follows:
TENANT shall extend the lease for a period of two (2) years effective May 1, 2023, through April 30, 2025. The MONTHLY RENTAL AMOUNT shall remain the same during the renewal period.

IN WITNESS WHEREOF, LANDLORD and TENANTS have executed this Lease Addendum on this 20th day of January 2023 and if this Lease Addendum is executed in counterparts, each shall be deemed an original.

Board of Commissioners of Warrick County, Indiana
Terry McMillone
Printed Name

Board of Commissioners of Warrick County, Indiana
Bob Johnson
Printed Name

Board of Commissioners of Warrick County, Indiana
Dan Saylor
Printed Name

Evan L. Beck
Manager
Delta Properties, LLC