

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING

REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
January 24, 2022
4:00 P.M.

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

Official Recording Secretary Kristine Georges attended and recorded the minutes.

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

PLEDGE OF ALLEGIANCE

AREA PLAN COMMISSION

Commissioner Terry Phillippe: Okay, first order of business this evening is Area Plan and they have no business.

ITEMS FOR DISCUSSION
PEABODY ROAD USAGE AGREEMENTS
REQUEST FOR EXTENSION OF RUA FOR LILLY PAD AND SEVEN HILLS ROADS

Commissioner Terry Phillippe: So, the next item is Items for Discussion. Roger, you want to lead that?

Roger Emmons: Yes, Sir, Mr. President. Thank you. First item is Jim McKean who's the Manager of Land for Peabody, is here to discussion agreements for road usage with the Board. Jim, you want to come up to the podium please? Give us your name for the record.

Jim McKean: Absolutely, Jim McKean, Peabody/American Land Holdings. I apologize. That was quick. Didn't have time to warm up. So, in front of you, I think, you'll see two (2) different agreements. One (1) is an extension and one (1) is a new road usage agreement. The other is an extension of that road usage agreement, a different road usage agreement. So, if you want, we can look at the extension first because it's currently in place and that's along Seven Hills and Lilly Pad where we're currently hauling product, coal from the operation to, back to our haul road with a contract trucking outfit. So, that will be requesting a two (2) year extension along those roadways there.

Commissioner Terry Phillippe: Jim, is that the one (1) that was used for logging initially?

Jim McKean: Yes, portions of it.

Commissioner Terry Phillippe: So, the next phase is what?

Jim McKean: Pardon?

Commissioner Terry Phillippe: What would the next two (2) years of work look like?

Jim McKean: This, this is just product haul, product, coal haul, where they drive the trucks.

Steve Sherwood: This is where they're hauling over Bridge 43, 44. Part of the route's paved on either side of the bridge, in between the bridges, and the eastern part is rock road that they're maintaining as well.

Jim McKean: That's great. Thank you, Steve. And to that effect, that bridge, we actually have an addendum of the original agreement to where we have agreements on that roadway on how we worked that out with the County. This is an extension of all the same.

Commissioner Bob Johnson: Jim, do you think that you'll be done in two (2) years with this?

Jim McKean: No, Sir. Well, there could be other arrangements regarding a different haul road access point. But, to this point, for all intents and purposes, Mr. Johnson, I think we'll probably extend again in two (2) years, if feasible.

Commissioner Bob Johnson: Okay.

Commissioner Terry Phillippe: Commissioners, any questions/comments?

Roger Emmons: We, I had reported that we had received the two thousand seven hundred forty-nine dollars fifty-five cents (\$2,749.55) from Peabody Wild Boar Mining for the temporary road closure. And then Jim did also bring in the corrected check for the two hundred fifty dollar (\$250.00) road usage agreement fee. And I don't know, Andrew, if Todd briefed you about, I assume so. Cause we've got the Ordinance to make that two hundred fifty (\$250.00) fee, Jim, an annual fee.

Jim McKean: Okay.

Roger Emmons: Wanted to give you a heads up on that.

Jim McKean: Okay, is there any documentation that the County could provide?

Roger Emmons: There will be.

Jim McKean: Okay, good deal. I'll need that to have for documentation purposes. Annual fee per agreement?

Roger Emmons: Yes, Sir.

Commissioner Terry Phillippe: Counselor, we do these one (1) at a time, can't we?

Roger Emmons: It's going to be per Ordinance. We're amending an Ordinance and approving a new road usage agreement form.

Jim McKean: Understood.

Commissioner Dan Saylor: Steve, with them hauling over that bridge, what's, what's in the agreement that has protection of that bridge for extensive used on that over time?

Steve Sherwood: They have separate paperwork through Bobby regarding the study of the bridge and they have to monitor it and then of course maintain it per the agreement.

Roger Emmons: Right.

Jim McKean: And we reimburse Commissioners for any and all costs associated with the inspection and assessment of Bridge 43.

Roger Emmons: That's correct.

Steve Sherwood: And just for the record, they did do some work to the roadway of the paved roadway. They laid down some additional asphalt and did some subsurface edge of pavement drains along that route down in the bottom part of the territory between bridges. And then they continued to rock and maintain the rock portion of the roadway, dust control suppression.

Commissioner Bob Johnson: Okay.

Commissioner Terry Phillippe: I'll entertain a motion for the renewal.

Commissioner Bob Johnson: I'll make a motion for the request for a two (2) year extension on Lilly Pad and Seven Hills Road.

Commissioner Dan Saylor: I'll second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Jim McKean: Thank you.

(Lilly Pad and Seven Hills Road RUA are located on Page 19 of these Official Minutes)

HOLDER HILL, MOUNT OLIVE, SEVEN HILLS ROAD ROAD USAGE AGREEMENT

Jim McKean: And second one (1), if you're prepared for that, the new road usage agreement of Holder Hill, Mount Olive, and to Seven Hills. So, basically, we're looking at a new delivery route to service the same facilities that we just discussed with the coal haulage route where we'll come off of Highway 61 across Holder Hill, take a short jump south on Mount Olive and then run Seven Hills to the commencement of the previously approved, what we just approved on that extension, Seven Hills. Cause there's a couple different stretches there on Seven Hills Road. And this will allow the over the road trucks, delivery vehicles to service that little satellite area there on Stanley Road, or Seven Hills Road. I apologize.

Steve Sherwood: And this is for legal load limit roads not to exceed eighty thousand (80,000) pounds as permitted on INDOT highways. This is a new route for their maintenance and service vehicles to get to the mine because we're trying to have them avoid going off of Weyerbacher Road north to (Highway) 68, since the recent road improvements last year. And this is the route they would like to come in on. Holder Hill is a paved road. Per the agreement, I believe they will be maintaining it as an asphalt roadway. And then the other two (2) roadways are rock and they will be maintained as rock.

Jim McKean: Correct.

Roger Emmons: Jim, Is this particular agreement, your number beginning 1834?

Jim McKean: That's correct.

Roger Emmons: And the other one (1) is 1531.

Jim McKean: The other one (1) is, extension should be 1834-106.

Roger Emmons: Okay.

Jim McKean: And the Holder Hill Agreement is 1834-120.

Roger Emmons: Okay, I've got that one (1).

Commissioner Dan Saylor: So, Steve, so the Holder Hill is paved, it's a paved road. So, at the end of this agreement, it's obvious, it's inspected, what, what's the, you know if that road is considered damaged or, or the life of it has been greatly reduced, what happens then?

Steve Sherwood: The current agreement addresses they are to maintain the roadway. So, they'd be patching anything that breaks.

Commissioner Dan Saylor: Okay, so they maintain it.

Steve Sherwood: Now, if the Board wishes for anything further above and beyond, that's the Board's discretion.

Jim McKean: If you'd like further color to it, I can read Sections 3 and 4 to you that kind of detail the maintenance aspects.

Commissioner Bob Johnson: Yeah, please.

Commissioner Dan Saylor: Yes.

Jim McKean: Section 3 states, Section 4:

(Jim McKean read the following):

3. User agrees to make repairs, as directed by the Commissioners, to the aforementioned roadway during the term of its use as needed. The Commissioners may designate repairs and restoration to be made; however, such designation must be reasonable under the circumstances, and in accordance with general road restoration and maintenance practices in Warrick County.
4. The User agrees to make such repairs, including such dust control or other remedial actions determined by the Commissioners, in the sole discretion of the Commissioners, within forty-eight (48) hours of being given notice thereof. In the event that the User fails to make such repairs or other remedial corrections to the utilization of said roads, as aforesaid, the Commissioners may forthwith make said repairs and charge the same to the User or its surety as hereinafter provided.

Jim McKean: So, trying to cover the County's concerns in every aspect there with regards to those stretches of roadways.

Commissioner Terry Phillippe: I do know you made the, as Steve said, you've made some additional ditching repairs along some of the roads. And I know you guys do a good job keeping the trash and debris that gets dumped out there picked up too, which is not part of the road agreement.

Jim McKean: It's never-ending. But, we try.

Steve Sherwood: And if it wasn't clear, this was for a two (2) year agreement for the time period request.

Commissioner Terry Phillippe: Unless there were any other questions, I'll entertain a motion.

Commissioner Bob Johnson: Make that motion to give Peabody the road usage agreement for Holder Hill, Mount Olive, and Seven Hills Road.

Commissioner Dan Saylor: I guess I'll second it.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Roger Emmons: Thank you.

Commissioner Terry Phillippe: Thank you, Jim.

Jim McKean: Thank you. And I will submit bond upon returned executed documents on both parties and I'll send that to the County as well.

Roger Emmons: Jim, I did put under my items the pending request for the twenty-four (24) month extension of Eby Road closure. So, I think Terry had removed that.

Commissioner Bob Johnson: That the, Jim, that's the one (1) that gets me. Not necessarily the one (1), but when we close the roads, for instance, Dickeyville. It's been closed since 2016. And, it, I catch a lot of flak from it. It takes me forever to get to Lynnville instead of just traveling right up Dickeyville. And, you know, the road closure, I don't mind the road usage agreements to where we share the road with you. But, the ones where we close it for years and years and years, those are the ones that I'm having a lot of trouble swallowing right now.

Jim McKean: I can understand that. But at the same time, I have to, I have to stress the fact that, you know, if the road is removed through the mining operation, the mining operation, the pit, if you will, has to no longer be within that general line where that roadway is before that roadway can be restored. So, I apologize. And in some instances, those roadways are extended for a closure purpose, but at the same time, as soon as the reclamation catches up and we have the ability to restore that road, I mean, it's in our best interest to return that as well from a liability standpoint and bonding.

Commissioner Bob Johnson: True.

Jim McKean: So, we're on your side there. And I understand the concern, but there are instances where based on the geographic line...

Commissioner Bob Johnson: And I understand the safety factor as well in some of these instances. But, to me it's just, it seems like five (5), six (6) years is an awful long time to inconvenience Warrick County residents on having a road closed.

Jim McKean: I promise it's a larger inconvenience to be driving off a three hundred (300) foot high wall.

Commissioner Bob Johnson: I understand that.

Jim McKean: So, I do understand your concern and I, we do expedite it as quickly as we can. But, and I apologize. Sometimes, sometimes it is a little more extended.

Commissioner Bob Johnson: Now, remind me if you would please, when we put Dickeyville back, are we putting that back as gravel or is it going to be paved or what are we doing there?

Jim McKean: You'll have to help me remember those discussions. I think we've had a couple discussions off (inaudible) on that.

Roger Emmons: There were sections of that that were paved.

Commissioner Bob Johnson: There is a small section of Dickeyville that is paved. But, the rest of it is all gravel for say five (5) miles or so.

Jim McKean: Cause I think there was the initiative from the mine to resurface that from a hard surface standpoint. But then, there was discussion with the Commissioners regarding reallocating those funds elsewhere and that Dickeyville wasn't to be hard surfaced, but the mine had interest in doing so. So, I think we should continue that. Because I know, from a mine management standpoint, that was something we had discussed.

Roger Emmons: It was paved from (Hwy) 61 to Eby. Long time ago.

Commissioner Bob Johnson: Well...

Roger Emmons: All of that was paved.

Commissioner Bob Johnson: I don't, it wasn't in my time. I can't remember that far back.

Steve Sherwood: And I believe the agreement specifies how the road is to be put back after the closure.

Commissioner Bob Johnson: I knew that we changed the area of the road. We moved it a little bit.

Jim McKean: I think the current closure specifies gravel, but the mine would be interested in taking it to hard surface if there was an area in the County where, elsewhere that we could close, that was hard surface that you were interested in putting back to gravel. We'd reallocate that hard surface funding to that stretch of Dickeyville. But, like I said, we can continue that discussion.

Commissioner Bob Johnson: Okay. Thank you.

Jim McKean: Absolutely.

Roger Emmons: Thank you, Jim.

Jim McKean: Thanks, guys.

(Holder Hill, Mt. Olive, and Seven Hills Road RUA are located on Page 19 through 22 of these Official Minutes)

GROW SOUTHWEST INDIANA WORKFORCE BOARD

Roger Emmons: Next item, we have Sara Worstell?

Sara Worstell: Yes.

Roger Emmons: Executive Director of the Grow Southwest Indiana Workforce Board Incorporated and Linda Jones who is their Administrative Coordinator. They're here to give a brief update, presentation of the Local Elected Officials Agreement. I did send you that on January 4th and you okayed it, okayed it to put this day for this agenda presentation.

Sara Worstell: Good afternoon, just a couple of updates, Grow Southwest Indiana Workforce Board, you may or may not remember, administers Federal dollars for re-employment services through Work One Southwest. So, we do serve a nine (9) county area. And, and obviously, Warrick is within our territory. One (1) major update and something new for the Workforce Board is we've become one (1) of two (2) recipients of United Way dollars. With those dollars, we will be adding a, what we'll call a mobile staff person, in Warrick County. So, we'll bring Work One services back to the County. And we're currently working on locations for that individual. Right now, we have secured Boonville and Newburgh Libraries. So, we're working on hopefully somewhere, Chandler, Chandler or even an additional day in Boonville or Newburgh to make, to share a person between Warrick and Spencer Counties to do reemployment services. Particularly those individuals looking for a better job and that they may need some additional assistance in securing a job or even a better job, higher paying position. Those are our big updates. I think that'll be, we're excited to bring services back to the County. It's been several years since we've had a presence in Warrick. So, I'm, I'm excited to bring those services back. And then also, the Elected Official Agreement, an agreement we have signed every couple of years. This does designate a County Elected Official for our Executive Council and that County Elected Official does serve, that Executive Council selects a Regional Chief Elected Official as well as the Fiscal Agent for the Workforce Board. So, that will be done at our April 22nd Annual Local Elected Officials Breakfast. Right now, it's slated for April 22nd at VU, Fort Branch, since that's our, kind of our central point within our nine (9) counties. But, we do need representation or a proxy at that meeting, so that we can approve the Fiscal Agent who acts on the behalf of the Executive Council to administer those funds and to make sure that all of the funds are used responsibly.

Roger Emmons: We typically use our Chief Elected Official which is Commissioner President. And I have the Local Officials, Elected Officials Agreement for the Board's approval, type Terry's information in and a place for your signature. Boonville Mayor, Charlie Wyatt has to also sign this. But, a lot of times he does that separately and we attach so that we have a complete agreement.

Sara Worstell: Yep.

Commissioner Terry Phillippe: Thank you.

Commissioner Bob Johnson: Okay.

Commissioner Terry Phillippe: Thanks for the update.

Sara Worstell: Yeah, no problem.

Roger Emmons: Do you need the original back or can I email you once they sign it?

Sara Worstell: I think you can email it.

Roger Emmons: Okay. Alright, thank you.

Sara Worstell: Thanks.

(Local Elected Officials Agreement is located on Pages 22 through 23 of these Official Minutes)

**ENGAGEMENT LETTER WITH BAKER TILLY MUNICIPAL ADVISORS
WARRICK COUNTY DETENTION CENTER PROJECT**

Roger Emmons: Next item is to discuss the Engagement Letter with Baker Tilly Municipal Advisors, LLC. That's in conjunction with the proposed Warrick County Detention Center Project and Commission Phillippe ask that I put this on today's agenda.

Commissioner Terry Phillippe: Right, so there's a Jail Study Committee that has talked a little bit about the possibility of building a new Jail. And if that were, it ever happened, we need some good, sound financial advice which is what Baker Tilly does. So, what we have here is an engagement letter for their services to consult with us.

Roger Emmons: Yes. And per my email to you on January 20th, I gave you some, just a brief synopsis of the cost summary on the various phases in the scope appendix. And right now the Paragraph E is the Lease Sufficiency Report, the cost for that is five thousand dollars (\$5,000.00). The other, A & B, that uses their standard hourly billing rates depending on the classification of the person involved. And then C&D, which has to do with arbitrage monitoring services and continuing disclosure, disclosure services. It stated in the letter that it's for a separate engagement letter. We have not received that at this time.

Commissioner Bob Johnson: So, what are we looking to do here, Roger?

Roger Emmons: Well, there is a signature section for the Commission Phillippe to sign. And basically, the services and terms that's set forth in the scope appendix are agreed to on behalf of Warrick County, by your Board President once you make a motion to approve, should that be your wish.

Commissioner Terry Phillippe: So, I guess my question is Council President Richmond sat in with us on that initial meeting with Baker Tilly, you know, so this isn't news to the County Council. But, should we wait to approve this before they decide if they're gonna pay it out of the LIT funding? Or I mean, obviously, Baker Tilly advised that that's where they would recommend it be paid from, however, they have to make that decision.

Roger Emmons: Okay, I, I think you could, you know, you could approve it by motion now contingent upon the Council approving it to be paid out of LIT.

Commissioner Terry Phillippe: Makes sense.

Roger Emmons: I would defer to Counsel.

Commissioner Terry Phillippe: Counsel?

Andrew Skinner: You could do that. You also, if you approve the engagement letter, you could direct them not to do any actual work until we get approval or answers from the Council as to what, how it's gonna be paid.

Commissioner Terry Phillippe: Makes sense.

Roger Emmons: True.

Commissioner Terry Phillippe: Any comments?

Commissioner Dan Saylor: Greg's here if you have any questions.

Commissioner Terry Phillippe: Greg is here. Greg, do you have any comments? Didn't mean to put you on the spot.

Roger Emmons: He's trudging to the podium.

Commissioner Terry Phillippe: I'm putting you on the spot.

Greg: Greg Richmond, County Council. I think that we have a budget set up already. And I don't know which category this would come under. You'd have to contact Krystal and let her put it on our agenda we could allocate it from there.

Commissioner Terry Phillippe: Okay, thank you.

Commissioner Bob Johnson: Okay. So, I would make a motion to move forward with the engagement with Baker Tilly contingent on the Council deciding onto which fund we're going to bring this money out of. But, at least it's approved through the Commissioners.

Commissioner Dan Saylor: I will second that motion.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Roger Emmons: Thank you very much.

(Baker Tilly Engagement Letter is located on Pages 23 through 25 of these Official Minutes)

**ACTION AGENDA
APPROVAL OF MINUTES
JANUARY 10, 2022**

Commissioner Terry Phillippe: Next item of business on the agenda is Approval of Minutes from our January 10, 2022 meeting.

Commissioner Dan Saylor: I make a motion to approve the January 10, 2022 regular session meeting minutes.

Commissioner Bob Johnson: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

**COUNTY ADMINISTRATOR
TITLE VI INVOLVEMENT SURVEY**

Commissioner Terry Phillippe: And next item is Roger again.

Roger Emmons: Thank you, Terry. First, I know everybody that attends these meetings regularly is tired of me saying this but for those who don't. We have our Warrick County, Indiana, Voluntary Title VI Title Involvement Survey on this table over here. By having this appear in the minutes it proves to INDOT and Federal highway Department our efforts in getting surveys back regarding our Title VI which is basically non-discrimination and access on the record.

**2022 MONITORING CONTRACTS WITH ENVIRONMENTAL MANAGEMENT
CONSULTANTS**

Roger Emmons: First item I have has to do with the 2022 Monitoring Contracts with Environmental Management Consultants for the closed Warrick County Landfill 2. I sent Matt Feller January 11th email to you that same day. And it had copies of the three Specific Services Agreements. These are for groundwater monitoring at twelve thousand dollars (\$12,000.00), landfill inspections at one thousand nine hundred (\$1,900.00) and methane monitoring at four thousand two hundred dollars (\$4,200.00). That's a total of one thousand (\$1,000.00), sorry, eighteen thousand one hundred dollars (\$18,100.00). That is over twenty-one hundred dollars (\$2,100.00) less than what we paid in 2021. And John Goth advised on the 20th that he had reviewed it and found the same terms and conditions apply as for last year. And we will pay these from the Closed Landfill Fund.

Commissioner Terry Phillippe: (Inaudible), Roger, does that, is that in perpetuity or how long did these things last?

Commissioner Bob Johnson: They're annually.

Roger Emmons: It's supposed, that's a good question. You know, I, I know we've got a good balance in for the next, you know, for the foreseeable future.

Commissioner Terry Phillippe: Gotcha. Just curious.

Commissioner Dan Saylor: Where those funds come from? Are they...?

Roger Emmons: Closed Landfill Fund. It's a special fund. And I'm not sure on, I think it's, fees have been paid into it from hazardous waste.

Andrew Skinner: Mr. President, does, it gets paid out of Landfill Fund. It's a one (1) year contract. The contract does provide for a thirty (30) day non-fault, without fault notice of termination if either party wishes.

Commissioner Bob Johnson: What if we said no?

Roger Emmons: Well, if you did say no, you'd have to find another consultant. These are mandated by IDEM.

Commissioner Bob Johnson: That's what I, yeah. You can't say no.

Commissioner Dan Saylor: I make a motion to approve the one (1) year contract with the Environmental Management Consultant for the closure of the Warrick County Landfill 2.

Commissioner Bob Johnson: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Roger Emmons: Thank you very much.

(Environmental Management Consultant Agreements are located on File in the Auditor's Office)

CONSENT AGENDA
CERTIFIED CLAIMS – NON-CERTIFIED CLAIMS – PAYROLL
RATIFY APPROVAL OF NEW VEHICLE FOR BUILDING DEPARTMENT
DECLARATION OF SURPLUS STATUS FOR EMA DRONE
REQUEST TO USE WARRICK WELLNESS TRAIL FOR TOTAL JOINT TREK 2022
LETTERS OF SUPPORT FOR CITY OF BOONVILLE’S PLANNING GRANT AND
HABITAT FOR HUMANITY

Roger Emmons: And then, we have the Consent Agenda. I don't know if there's any items for which you need any comments, but I provided some in case you do.

Commissioner Terry Phillippe: Go ahead and read the Consent Agenda items. The County Auditor Claims Voucher Report dates, January 11th through January 25th. Payroll dates January 14th and January 31st.

Roger Emmons: I've stricken through January 31st, that's a typo.

Commissioner Terry Phillippe: Okay.

Roger Emmons: That's not until the next meeting, I believe. Is that correct, Heather? Yeah. Thank you.

Commissioner Terry Phillippe: Payroll date January 14, 2022 only.

Roger Emmons: Correct.

Commissioner Terry Phillippe: Ratifying the approval of a new vehicle for the Building Department. Request to use the Warrick Wellness Trail for Total Joint Trek 2022. And the declaration of surplus status for the EMA drone DJ2 Phantom Vision Plus, serial number PH645468134.

Roger Emmons: And then your Letters of Support.

Commissioner Terry Phillippe: And then on the back page are Letters of Support for the City of Boonville's application for Planning Grant for the Lincoln Boyhood Trail and the Warrick County Habitat for Humanity.

Roger Emmons: And, Mr. President, the item regarding using Warrick Wellness Trails, did you have a chance to talk to Dr. Goelzhauser about that? I know Sheriff Wilder expressed concerns about safety issues.

Commissioner Terry Phillippe: Yeah, I did not. Played phone tag for a little bit. We have not talked. I was simply gonna put it on his radar that, you know, there are starting to be concerns with the development that's going on down there. So.

Roger Emmons: We've got plenty of time so...

Commissioner Bob Johnson: So, I would make a motion to approve the consent agenda minus, letter C, which is the request to use the Warrick Wellness Trail. I'd like to table that until maybe next meeting.

Roger Emmons: Okay.

Commissioner Dan Saylor: I have a question about the Consent Agenda? Has the Building Department, have they received at the new vehicle?

Dennis Lockhart: Yes.

Commissioner Dan Saylor: Yeah? What are you doing with your old one (1), Dennis?

Dennis Lockhart: My assistant's using it.

Commissioner Dan Saylor: You're assistant? Okay. I make a motion to approve the Consent Agenda or I second the motion. Sorry.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Roger Emmons: Bob, did you want that table to, to your February 14th or...?

Commissioner Bob Johnson: Yes, Sir.

Roger Emmons: Okay. Thank you.

(Certified Claims in the amount of \$5,260,654.03 are located on Pages 25 through 28 of these Official Minutes)

(Non-Certified Claims in the amount of \$11,201.20 are located on Page 29 of these Official Minutes)

(Payroll in the amount of \$561,917.84 is located on Page 29 of these Official Minutes)

(Letters of Support are located on File in the Auditor's Office)

**2022 APPOINTMENTS
DISTRICT 1 FOREMAN/LEAD FOREMAN**

Roger Emmons: And then I have a few items for other information, other items for information, discussion, or action. The first one (1) has to do with your 2022 Appointments. And I would request you approve my motion Bobby Miller as your new District 1 Foreman. The first time you did your appointments, you approved Marlin Weisheit, to take care of his vacation pay this year, and he has since retired.

Commissioner Dan Saylor: I'll make a motion to approve Bobby Miller as District 1 and Lead Foreman.

Commissioner Bob Johnson: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

UPDATE ON DEDICATION OF RIGHT-OF-WAY ON TWO PARCELS ON OAK GROVE

Roger Emmons: The, I don't know if Andrew's aware about that number two (2), the dedication of the right-of-way for the two (2) parcels on Oak Grove. One's at Bell and one's at Coal Mine. That was a typo there on my part. But, I did say that Todd would probably have it ready for your February 14th meeting. So, that's information in nature.

Commissioner Bob Johnson: Actually, he said he'd have it ready January 14th meeting.

Roger Emmons: I put, I put, that's a typo on my part. I thought I said that. I messed up, Bob.

Commissioner Bob Johnson: Yeah.

Roger Emmons: And then the Trane thing, you can, you can postpone that. I didn't hear anything back. So, I did have Susie put it on for your February 14th agenda.

UPDATE ON RIVER CITY WIRELESS BROADBAND COVERAGE

Roger Emmons: And, I don't know, pending, if you received any of the information that you wanted from, about the coverage for the River City Wireless Broadband.

Commissioner Terry Phillippe: I don't think we did. Did we discuss that in Economic Development?

Commissioner Dan Saylor: Not that I recall. I don't, I don't recall that.

Commissioner Terry Phillippe: Okay, is that all, Roger?

Roger Emmons: Yes, Sir, Mr. President. Thank you.

**COUNTY ATTORNEY
AMENDMENT TO COMMISSIONER ORDINANCE ON ROAD USAGE AGREEMENTS
AND REVISED ROAD USAGE AGREEMENT FORM
ORDINANCE 2022-01**

Commissioner Terry Phillippe: Okay, next item of business is our County Attorney.

Andrew Skinner: Thank you, Mr. President. First item on the agenda is next Ordinance 2022... ?

Kristine Georges: Ordinance would be '01.

Andrew Skinner: '01, first Ordinance of the year.

Roger Emmons: Wow.

Andrew Skinner: So, this Ordinance is what was referred to earlier in regards to the road usage fee and for the road usage agreements and it makes one (1) change to the existing Ordinance which is Chapter 70 of Traffic Code 70.08 and Section C. And it changes that, just clarifies that that Ordinance two hundred fifty dollar (\$250.00) fee for the road usage agreement is an annual fee not just a one (1) time fee. And then subsequently, if this Ordinance were passed

then it would also amend the actual road usage agreement form that is filled out by the applicant and specifies that that is an annual fee in that form as well.

Commissioner Terry Phillippe: We can approve those both with one (1) motion?

Andrew Skinner: Yes. Yes.

Commissioner Terry Phillippe: I'll entertain.

Commissioner Dan Saylor: You not happy with the fee?

Commissioner Bob Johnson: I'm not happy with any of it to be honest with you. I think that the fee for the road usage agreement, for, is, is fine. But, I think in my mind, I'd like to see it may be amended as I've stated with Mr. McKean, that if we have a road closed for, first year it's two-fifty (\$250.00), second year maybe doubled, second, third year maybe increases, maybe get a little bit, or, or have also some, a little bit of meat to it to where we can go in and get these roads that they're using in a better state than when they started using them. I, I just, I don't know. If we, we can approve this and amend this Ordinance. I don't see a problem with that, but I'm just not really happy with the way we're shutting down these roads and inconveniencing our citizens and tearing the roads up while letting the heavy trucks on them and us having to go back and use taxpayer money to fix these.

Commissioner Dan Saylor: Well, just so everybody's clear, I will reiterate those points that Commissioner Johnson made. I just feel like the coal mines, they come out here, they take, you know, resources, you know, out of, out of our County. While they do employ some people from Warrick County, I just, I'm always disappointed in the roads afterwards. I know there's been a time where Sheriff has told us, I'm, I was Reserve Deputy and there's been emails out that we can't use a certain road because of the condition of the road. He feels it's that poor in condition after it's, you know, after it's been there awhile. I, I hope at some point, we can hold coal mines accountable, coal companies accountable for roads. As Commissioner Johnson said, they, they inconvenient the residents out there. They've got to deal with the coal mines and all the negative, negative things that go with it. And the least that they can do is put back a road in better shape than they found it so those residents at least have a nice road to go on. So...

Commissioner Terry Phillippe: Let me give you an extra two cents (\$0.02) worth here. So, not just the coal mines, but we fought on Kaiser Road back and forth for the duration of that project. And that's, you know, that's probably the worst one (1) I've ever seen under my tenure. So, it is an ongoing problem, not just with the coal mines. And it'd be nice to find a way for them to keep them maintained as the road use agreement says in a constant and consistent manner.

Commissioner Dan Saylor: Well, and I agree, Terry. For for-profit companies, it's not fair that the taxpayers have to foot the bill to repair some of these. It's not fair to Bobby's budget cause it can it can be detrimental to his road budget and then that takes, that takes away from roads that that are used by many, many, many more people in, in other Districts too. So, I agree. I think it's something that we really need to consider looking at and maybe...

Commissioner Bob Johnson: I agree, it needs to be, for instance here, I mean do we want to go ahead and pass this Ordinance and amend it? Cause it's gonna take some time to get this worked out.

Commissioner Terry Phillippe: I think it's strengthens it one (1) step forward the way it is and then we can continue to talk.

Commissioner Bob Johnson: Okay.

Roger Emmons: It, just to point out that, you know, your points about Dickeyville Road being closed for a long time, there is an agreement for temporary closure. The word temporary I use loosely since it's been so long. But, just pointing out the road usage agreement doesn't have anything to do with those situations.

Commissioner Bob Johnson: Right.

Roger Emmons: But, your points are well taken.

Commissioner Bob Johnson: But, it all ought to be in the same, encompass... Ordinance in my mind. For the road closures and the road usage.

Roger Emmons: For temporary road closure, you got mines that were king of Warrick County for decades and they employed a lot of people. Union miners, there were, not so many jobs now, but back in the day there were a lot of jobs.

Commissioner Bob Johnson: There were a lot, yeah.

Roger Emmons: And so, provided good living and a lot of taxes were paid into the Warrick County tax base.

Commissioner Bob Johnson: I agree.

Roger Emmons: So, there are Indiana Codes relative, that's what the mines' attorneys use when they draft those documents. And, you know, that they're, unfortunately, back in the days I'm talking about, there were some roads that were closed, golly, it seemed like ten (10) or more years. And the County was not able to utilize those roads. So, at some point the County's gonna run out of coal, but they're still digging it. So, we got to deal with the inconvenience. Yeah, I think it can be worked out, what you're talking about, Bob.

Commissioner Bob Johnson: So, I'll make a motion to approve Ordinance 2022-01.

Commissioner Dan Saylor: I'll second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

Commissioner Terry Phillippe: Aye. Motion carries three, zero (3-0). So that was the Ordinance and the revised agreement for the form.

Commissioner Dan Saylor: Those combined into one (1), okay.

Commissioner Terry Phillippe: Is that all Counsel?

Andrew Skinner: That's all I have.

Commissioner Terry Phillippe: Thank you.

(Ordinance 2022-01 is located on Pages 29 through 30 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY DISTRICT 1 HIGHWAY FACILITY BID OPENING

Commissioner Terry Phillippe: Next item of business is our County Engineer/Highway Superintendent who's not here and Steve Sherwood's going to take over.

Steve Sherwood: Thank you, Mr. President. Bobby Howard wasn't able to be here tonight. He asked that I serve in his place. First item he has is the District 1 Highway facility which is also a Storm Water facility for Warrick County. That bid opening was taken under advisement December 13th. It was tabled on the December 27th and January 10th. I do not have those bids before me, but there was a low bidder. I believe it was Danco Construction. Approximately one point eight million dollars (\$1,800,000.00). I don't know that exact figure, I apologize. The basic history of this to this point is, about three (3) years ago, Bobby had met with Ubelhor Development wanting to vacate about thirty-three hundred (3,300) feet of Prospect Drive. And we have a small lot with our current wooden salt storage facility down there adjacent to and immediately east of the Meuth Concrete facility as part of Ubelhor's overall development. He was trying to figure out how he could vacate Prospect Drive and then at the same time creating land for us to build a new salt storage facility. And the amount of property discussed was maybe we should also think in addition to this salt storage facility. And the amount of property discussed was, maybe we should also think in addition to the salt storage facility. Think about building a District 1/Highway/Storm Water facility. We spend an awful amount of time and material and manpower and vehicles, mileage going back and forth between that area and Boonville. And it was projected we would save about fourteen (14) miles a day per vehicle round trip if we were to operate in that vicinity for the forces that work in the Ohio Township/Newburgh Area. So, it kind of grew over the last three (3) years to get to that point where we discussed about projecting a building. It was guesstimated we were looking at a one (\$1,000,000.00) to one point two million dollar (\$1,200,000.00) facility at that time, which again was pre-COVID. And then during the discussions and creations of a building plans, we decided to expand and enlarge the footprint of the building as well. So, basically, Bobby wanted me to convey to you the history and the current objects that are not included in the low bid from Danco. Is the fuel center which would be comparable to the fuel center we have at the Highway Department. It would be all computerized, so you can only get fuel issued from, if you got a card and a key. That will allow the Sheriff's Department, the Storm Water facility, and the Highway Department vehicles and facilities to operate and get fuel out of there instead of, again, driving back from the Ohio Township area to Newburgh or to Boonville just to get fuel. That's one (1) of the items we were contemplating, but it wasn't included in that low bid. Security cameras...

Roger Emmons: It that proposed to be a five thousand (5,000) gallon tank, or has that been decided?

Steve Sherwood: That hasn't been decided. But, it will be similar size tanks to what we have at Boonville Highway Department.

Roger Emmons: Okay.

Steve Sherwood: Yes, so, at that time, we were looking at a four (4) bay steel building, two (2) bays Storm Water, two bays for Highway and District 1. It was encouraged we seek a fifth (5) bay, basically we'd be able to keep six (6) salt spreaders in heated environment for their deployment. Currently, we can only store four (4) vehicles in Boonville in our current Highway facility. This would give us the ability to put six (6) trucks and heated conditions, so they can go out and not have to load frozen sand and the and the issues that are complicated by loading frozen material into trucks and they'd be ready to go. That's one (1) of the advantageous items we talked about. Of course, Storm Water, a lot of our, most of our work is in Ohio Township. We would operate out of there saving travel time back and forth between Ohio Township and Boonville. So, basically, those are the items that we were talking about going into this. There's some cost savings Bobby projected, in addition to the saving of the approximately eleven (11) vehicles that would operate out of there and not having to go back and forth to Boonville. There would be a savings of approximately forty-eight thousand (48,000) miles per year as related to savings on tire and vehicle maintenance. The Sheriff's Department would have realized similar savings for their vehicles that wouldn't have to come back to Boonville if they so choose to do so. We're looking at, basically, almost twenty-three hundred dollars (\$2,300.00) or twenty-three (23) man hours of production value that would be saved by, each round trip is generated about forty (40) miles or forty (40) minutes per day time savings. So, we're looking at a fuel savings of a projected use by the Sheriff's Department, Highway Department, Storm Water vehicles, over about forty-three thousand dollars (\$43,000.00) a year

in just fuel savings. And they're looking at, again, almost twenty-three hundred (2,300) man hours savings which you equate to probably over forty-two thousand dollars (\$42,000.00) per year at our current man hour rate. Assuming about an eighteen (\$18.00) per hour...

Roger Emmons: Wage.

Steve Sherwood: Wage for our Operators. Basically, this will free up the current Storm Water building that is over by the Highway Department, Sheriff's Office. It's about a six thousand (6,000) square foot pole barn building that the County, could be reassigned for its use as the Board would wish. The new building will also be designed with a tornado, storm shelter area and it is proposed to be a steel building which is what drives up the cost and as opposed to a post frame, will generate less maintenance of the building over time. And then, of course, we're talking about the old existing Highway Department in Boonville, at some point we have to upgrade or improve that facility. We could use this as a temporary base of operation as well until a new facility could be relocated or reconstructed in Boonville for the new, for a centralized Highway Department which we currently operate out of. And then, basically, we talked about the buildings that would normally being stored at the Roth Road Central Highway Department to be stored at Vann. We'd free up that storage buildings or lean-to bays for the equipment that's currently stored outside. Those are just a few of the points that Bobby wished for me to express to you involving the creation of a new Storm Water/District 1 facility down there at the Prospect/Vann Road area.

Commissioner Dan Saylor: Steve, I will add a little bit to that. I was on the committee to, to look at that building and, and design, help, help you guys design it. So, we had all the Foremen in there. Steve was in some of the meetings, Bobby Howard, our Shop Foreman was, was in those meetings. But, so, there was a committee that looked at this over, over many months. Several meetings with the architect. While the building did encompass to be utilized in a different capacity from its start, we felt like we built a building that, like you said, we're going with steel versus post. We tend to keep things a little long here in Warrick County. We don't go through things a lot. The building that you're out there now in or the Highway's out there now in, I, I don't think anybody in this room would expect, if they ran a business, to operate a business out of that building. So, we, we tend to keep things awhile. My philosophy was, if we're gonna do it, let's do it right. Let's build it to last. Let's build it safe. We talked about putting, if the solar company comes in, in our initial conversation with them, they would donate panels to make it a zero (0) or low, very low utility cost. That, that's not even in these equations. And so, it would be a very efficient building and, you know, the comforts of workers were thought about, their safety of workers were thought about. Obviously, when you're dealing with drains, we had to put drainage in there and capture basins and stuff. Those are expensive and those kind of things. But, a lot of thought and work went into the design of this building.

Commissioner Terry Phillippe: I'll just add that when Bobby last meeting presented this, you know, I didn't want to make a decision for myself, just my vote on the Board. Just having a little bit of information. Dan was on the committee; I was not. I asked Bobby to tell the story. Unfortunately, he couldn't be here, so Steve told the story, thank you. While everything in 2022 is expensive and the in the building is estimated to be more than what we thought it would be, it's gonna be a good investment. There's a lot of efficiencies to be had. It frees up a building that would probably cost another half million (\$500,000.00) to build and now we've got that to, to utilize. And I love that part of the project. So, thank you for telling the story and justifying the, justifying the project. That was my request and I'm happy to hear it all.

Commissioner Dan Saylor: You know, just to add a couple more things, you know, Bobby and Steve have both encumbered monies out of their budget over the last few years. Again, this building was not just, we didn't just think about this last week to do. This has been a long thought-out process. So, they both encumbered monies. Economic Development has committed some monies to that, while, yeah, the cost of it, you know, went up. I know I just talked to Danco, today, just a little bit ago. And if we don't make a decision today, we're out of the window of the contract, of the awarded contract. He said you can probably count on a minimum of a fifteen percent (15%) price increase. So, I, I would ask my other two (2) Commissioners that we support this. I think it's good. It's going to create quite a few efficiencies. And, and, you know, the other thing, too, you know, when we're just running back and forth to Boonville, back and forth, back and forth. You know, we put we put our employees at more risk than they really need to do. So, I just think it's, it just makes a lot of sense.

Commissioner Terry Phillippe: Is that a motion?

Commissioner Dan Saylor: I make a motion to approve the District 1 Highway facility, Highway/Storm Water facility.

Commissioner Bob Johnson: I'll second that

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

Commissioner Dan Saylor: Thank you, gentlemen.

Steve Sherwood: Thank you. I think Bobby has the bid package. So, as soon as I'm able to get that from him, I'll get it to Roger for the required signatures to move forward.

REQUEST FROM NEWBURGH SEWER FOR ROAD CUTS

Steve Sherwood: Next item I have on Bobby's agenda items is request from Newburgh Sewer for road cuts for the Victoria Force Main Project. Bobby had sent you an email concerning the road cut requests. The Newburgh one (1)

had five (5) road cuts for the force main. These cuts would be basically across Lincoln Avenue near Cypress Creek, Sharon Road near the intersection of Brumley Road, Brumley Road near the intersection of Lincoln Avenue, and then two (2), another cut across Bromley Road near the curve where it becomes Wethers Road. Total of five (5) proposed open cuts. Bobby's comments were to you were, could Newburgh demonstrate the reason why they can't be jack and bore instead open cuts. Basically, the information I got back from the Commonwealth representative is that would save their bid about one hundred and twenty thousand dollars (\$120,000.00) of expenses for the five (5) cuts versus doing jack and bores. And so, basically, I believe when I asked, I was told it's a seven and a half million dollar (\$7,500,000.00) force main project for the Town of Newburgh to take on the Victoria and other sanitary sewer collection in that area of the Victoria pump station which is basically at the corner of Roslin Boulevard, Oak Grove, Roeder, and Wethers Road. And I believe there's a representative from Commonwealth here if you have any questions.

David Hines: Yeah, my name is David Hines. Again, I'm a holdover from the Drainage Board meeting. This, this route that we have selected, basically follows the existing route of the existing twelve (12) inch force main that was installed for the Victoria Project back in 1998. I guess a good thing because of the growth that's happened on that area. It's necessitated the expansion of the lift station at Victoria. And we're putting in a parallel force main in order to allow growth to happen out in that basin. So, Steve is correct in stating that. But, it's about twenty-five thousand dollars (\$25,000.00) for each crossing. Additional costs, if we have to, this is a force main, so we're able to directional drill it as opposed to jack and bore it, which is even more expensive. But, if we can get that twenty-five thousand dollars (\$25,000.00) per crossing savings, so we could use that money elsewhere in the system to continue to do improvements.

Steve Sherwood: Just to tell the Board a little background on Sharon Road, that's one (1) of the more traveled roads in that area. We just paved it last year. Lincoln Avenue is even more so a little more traveled in that area. It's west of Highway 61 near the west side of Cypress Creek. If you were gonna ask Bobby his recommendation, I am prepared to report that he would like that Lincoln and Sharon be specified as jack and bores and then the other two (2) locations, three (3) locations, two (2) on Bromley, and the one (1) across Schneider Road, which I think I failed to mention in my opening dialogue, are chip and seal roadways. With portion of, they're wanting to cut across, Bromley is right where the pavement ends before it becomes chip and seal. So, if the Board would want to operate on Bobby's recommendation, he thinks we should still jack and bore Lincoln and Sharon. And if the Board wishes to allow open cuts to the other three (3), it's the Board's prerogative.

Commissioner Terry Phillippe: Steve, to your point, I saw the email request on this. My first questions was, didn't we just pave Sharon?

Steve Sherwood: Yes.

Commissioner Terry Phillippe: You've answered that. I knew that.

Steve Sherwood: And we will be paving Lincoln later next year as part of our current cross... Community Crossings Grant Application that's just gone in this week.

Commissioner Terry Phillippe: Bob earlier in the meeting mentioned the concern for having roads closed by the coal mines and road use agreements. So, here we are again with another closed road request and, and that's a busy one (1).

Steve Sherwood: Their request is anticipated for a five (5) day closure at each location if the Board was to allow it.

Commissioner Dan Saylor: Five (5) day, David, is that correct? Five (5) days of each location, closure?

David Hines: Well, that's what was in the request, but we could we could tighten that timeline up. As a matter of fact, I think that if we did open cut, that we could with flagging, shut down one (1) lane at a time and leave the road completely open. But, I'm sure there would be the contractor preference to completely shut the road down. That'd be ideal. But, we'd be willing to work with the Commissioners to do what's best for the County.

Commissioner Dan Saylor: Alright, I mean, I've, I'm just seeing so many roads have been paved and then they go back and cut them and, and, we just had one (1) that was aboard and there's a little rise in that one (1). It just, I don't know. I mean, I have a problem with, with us cutting, you know, a newly paved road. So, if I would support this, it would be the jack and, I would support Bobby's recommendation.

Steve Sherwood: And if the board is to grant a cut of the other three (3) locations, Bobby's going to request that they go back with flowable backfill and then of course a fifty (50) foot overlay, twenty-five (25) foot on either side of the cut, to blend the pavement back in. Which we have done in the past as you know, Commissioner Saylor, recently down on Libbert Road, which is even higher volume traveled roadway. But, we did that fifty (50) foot wedge and level in addition to, get over and cover the patch.

Commissioner Dan Saylor: I would support this with those, those comments Steve just made. And if you two (2), you guys okay with this?

Commissioner Bob Johnson: I, I would follow Bobby's recommendations. But, it's your District. You tell me.

Commissioner Dan Saylor: I, I've, we need a motion for that? I would I would make a motion that we jack and bore Sharon and Lincoln. And then, and then it be five (5) days or less closure. And then, the flowable, the ones that are cut, flowable backfill and the fifty (50) foot wedge and level. Is that, any other recommendations, Steve, about that?

Commissioner Bob Johnson: On the ones that are gonna be cut, are you gonna want them cut single lane, to where you still have some through traffic? Or you want to shut them down?

Steve Sherwood: They're requesting up to five (5) days closure for each one (1). No weekend closures anticipated. Contractor will only be permitted to complete one (1) crossing at a time. Detour routes will be shown. And they will submit paperwork for detours at each location.

Commissioner Bob Johnson: Okay.

Commissioner Dan Saylor: I mean, I would be okay with, what time of the year they planning on doing this? Do you know?

David Hines: Bids are expected to go out next month. So, probably a start date of late March, early April.

Commissioner Dan Saylor: Spring.

David Hines: And then there's gonna be a year construction period. So, they wouldn't all occur at once.

Commissioner Dan Saylor: Right.

David Hines: It would be as construction progresses.

Commissioner Dan Saylor: Right.

Steve Sherwood: And of the other three (3) areas for desired open cut, they, if they close them at that location, you have access and all other directions meaning east, west, north, south from the closure. They're not cutting a, a direct access. They have access by the detouring for the residents to get around for that up to five (5) day closure.

Commissioner Dan Saylor: Sheriff, you have any comment on emergency personnel with these, I mean, can you think of anything off the top of your head on, on these closures that would create any issue?

Sheriff Mike Wilder: As long as we have a large enough notice. What did you say, five (5) days for each one? There's also emergency, I mean, as long as we know in advance.

Commissioner Dan Saylor: And that's part of the requirements, isn't it, David? You guys...?

David Hines: Contractors are required to contact 911, I think, seventy-two (72) hours in advance, as well as School Corporation. And our road closure permit will state that as well. Typically, it does.

Commissioner Dan Saylor: Thank you, Sheriff. I think I made a motion.

Commissioner Bob Johnson: I'll second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Commissioner Dan Saylor: Thank you, David.

David Hines: Thank you.

Commissioner Terry Phillippe: Thank you.

Steve Sherwood: Thank you.

TRAFFIC SIGNAL CONTRACT FOR ON-CALL SERVICES

Steve Sherwood: Next item I have on the agenda was a Traffic Signal Contract for On-Call Services with Lochmueller Group. I believe the County Attorney was involved in this. I don't know if Andrew can speak to it. But, we do have a contract with Lochmueller Group that was asked to be put together by the County Engineer. There is no fee stated at this time. It's just for them, agreement to go into negotiations with them when we need traffic signal services.

Andrew Skinner: Steve, the only question, suggested change that we had with regard to this contract was the termination provision. And I believe John suggested an amendment for that. Was that presented to Lochmueller? Did they agree upon that?

Steve Sherwood: Yes, they did and Bobby says it's incorporated into this agreement. And if the Board would so choose, I would request that they approve this subject to the Attorney's final review of said document.

Commissioner Dan Saylor: I make a motion to approve our Traffic Signal Contract On-Call Services with the final review, approval of our, Legal Counsel's final approval.

Commissioner Bob Johnson: I'll second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

(Lochmueller Contract is located on Pages 30 through 34 of these Official Minutes)

TELEPHONE ROAD RIGHT-OF-WAY SERVICES AGREEMENT

Steve Sherwood: The last item I have which is not on the agenda, Bobby just got the Telephone Road Right-of-Way Services Agreement back from INDOT on Friday. He asked that I present that to the Board for the Board's approval. This again is a contract for right-of-way services with our Design Engineer Lochmueller Group for the Telephone Road Project. As you'll recall, Telephone Road is the next Federal Aid Project for widening and improvements from Bell Road east to Fuquay Road. And coincidentally on February 1st, there will be a Public Hearing for this section of roadway at the Friedman Park Event Center from 6:00 PM to 8:00 PM on February 1st. The contract is standard contract and, as I said, approved by INDOT. The amount is not to exceed six hundred seventy-one thousand dollars (\$671,000.00) and seven hundred dollars (\$700.00), six-seven-one-comma-seven hundred point zero-zero (\$671,700.00). Six hundred seventy-one thousand seven hundred dollars (\$671,700.00). Not to exceed is the way the contract is written. There are a total number of eighty-one (81) parcels. Typically, INDOT does not participate in right-of-way purchasing. That is 100% local at this time. They will contribute eighty-twenty (80%/20%) on the construction costs as we know by following their construction guidelines.

Roger Emmons: You said that public meeting was at 6:00 PM?

Steve Sherwood: February 1st.

Roger Emmons: I know. But the time?

Steve Sherwood: 6:00 (PM) to 8:00 (PM).

Roger Emmons: Okay.

Steve Sherwood: I believe the presentation will start at 6:15 (PM). Typical public hearing, it will be, all the construction sheets will be posted on the road. And I believe they notified, this is the opportunity for the public to come in and view it.

Commissioner Dan Saylor: I plan on going to the Public Meeting. I have (inaudible) schedule.

Commissioner Terry Phillippe: You up to speed on that at all? No? I'd like to get a little more in tune with that myself. It's kind of the first I heard of it, the email that we just received. Think about tabling that two (2) weeks?

Commissioner Dan Saylor: Will that create any issues, Steve, with the table?

Steve Sherwood: Bobby did not tell me it would create a problem at this time. I believe you should be okay with tabling it for two (2) weeks.

Commissioner Terry Phillippe: That project's somewhere down the road, quite a ways down the road, isn't it?

Commissioner Dan Saylor: Yeah, I say, this has been in the hopper for a couple years, has it not?

Steve Sherwood: Anticipated around 2024-2025 bid letting and construction to begin.

Commissioner Bob Johnson: This might, if he's going after a grant, I hope this doesn't mess with any time lines.

Commissioner Terry Phillippe: Is he going after a grant?

Commissioner Bob Johnson: Right? Steve, is he going after, Bobby going after a grant for this?

Steve Sherwood: On this particular one (1)? I don't know if that grant applies to this type of project. This is strictly Federal Aid.

Commissioner Bob Johnson: Okay.

Commissioner Dan Saylor: I mean, I don't...

Commissioner Bob Johnson: Well, if we, if we have to make a decision, we'll just do an executive meeting or something.

Steve Sherwood: I do believe he told me that the MPO did come up with some funding towards our cost of this project.

Commissioner Terry Phillippe: But, we don't know what that is?

Steve Sherwood: I don't have the exact figure with me.

Commissioner Dan Saylor: Didn't MPO help with some engineering on this?

Steve Sherwood: That's what it was for, for our cost of that for construction.

Commissioner Dan Saylor: No, I think MPO had some money left in their budget and I think, I think depending on how you filled out the application or the request, Bobby made a request, they sent out, they send a, a message out. And I could be wrong on this, Steve, but I don't think I am. I thought they sent out a request and Bobby sent, you know, basically applied for those funds and got them. So, it was it's...

Commissioner Terry Phillippe: Okay.

Steve Sherwood: That's correct. It was towards engineering.

Commissioner Dan Saylor: Yes.

Steve Sherwood: They don't normally don't apply funds towards engineering, but we were lucky to have that.

Commissioner Bob Johnson: Okay.

Commissioner Terry Phillippe: I'm also okay with getting, I'm not up to speed right now, but I'm okay with approving it and getting, getting caught up.

Commissioner Bob Johnson: Okay.

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

Commissioner Dan Saylor: I'll make a motion to move forward with the Telephone Road Project, engineering.

Steve Sherwood: Right-of-Way Services.

Commissioner Dan Saylor: Or Right-of-Way Services not engineering.

Commissioner Bob Johnson: I'll second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Steve Sherwood: That's all the business I have, Mr. President, thank you. Unless the Board has any questions for Bobby or myself?

Commissioner Terry Phillippe: Thanks for filling in, Steve.

Steve Sherwood: No problem.

(Telephone Road ROW Services are located on File in the Auditor's Office)

COUNTY SHERIFF PURCHASE NEW RADIOS

Commissioner Terry Phillippe: Sheriff, do you have anything? I've got a copy of what we were talking about if you'd like to present that. Or not.

Sheriff Mike Wilder: I don't think I need it. But, Sheriff Mike Wilder. I sent Terry an email. I don't know if he shared it with you. We're looking to purchase new radios. We bought these previously on the 911 account which you as the Commissioners actually oversee. Those are the funds that are collected from 911, from cell phones and things like that. I know there's quite a bit of money in there. These radios that we're looking at purchasing, some of these are expensive, but we're looking at a new model that, when in a building such as our schools, that we want to give to our School Resource. A lot of times, they lose reception and they no longer can use the radio within the school. These newer radios have a Wi-Fi that would connect to the Wi-Fi within the school and the radio would still be able to get in and get out. We've tested them. A few up at, Tecumseh specifically is one of the harder schools, Castle, and they did work and gave us better reception. And not, you know, I'm not saying a hundred percent (100%), but they definitely increased our reception within those schools. So, in that quote there are some, they're Motorola Razrs, a little bit more expensive because they have that new technology within them and stuff. So, really, all I need, you know, if you want to table to talk or pass, you just, I'm asking you guys to request those funds. We'd have to do at the next Council meeting to come out of that E911 along, with an Appropriation.

Commissioner Dan Saylor: Sheriff is this for the new, new Deputies?

Sheriff Mike Wilder: Well, the radios are except, like I said, we take these newer radios with technology and reassign, the SRO's that are in buildings most of the time. Maybe even give some to the new guys, you know, that have that, yes. But then, the rest would go to the new, as you know, we hired eight (8) new Deputies. And we're in the need of replacing old radios also.

Commissioner Bob Johnson: I'm okay.

Commissioner Dan Saylor: I'm okay with it. I'm just thinking about the funds. I guess, I mean, with all the different monies and grants floating around out there. I saw where there was a grant that come down for cameras. We going to be able to get any of that money?

Sheriff Mike Wilder: Well, I'm not a hundred percent (100%) sure. I know that, you know, neither one (1) of them is here at this moment. Debbie is not. I know Lieutenant Waters, I spoke to him. He forward that Debbie Bennett-Stearsman was gonna go over, look to see if we could qualify. You know, we did, I already purchased these cameras here. But, I saw in that grant where it said if you've already purchased them, you can still get back potentially if you qualify, thinking if you've already bought your system. So, they're looking at that. I can't, I don't, I'm not sure.

Commissioner Dan Saylor: Good. That's what I've, you know, seems like we're hit, you know, when you get ahead of the game, you get penalized cause you're ahead of it.

Sheriff Mike Wilder: I don't know all those qualifications or anything. But, I did see where it did see that and potentially, if you've already purchased yours, you could possibly get some money back through the grant, reimbursement for what you started.

Commissioner Dan Saylor: And that's the, that's why we hired Debbie Bennett-Stearsman to work that out. So, I appreciate you looking to her for that, that support.

Sheriff Mike Wilder: Yeah.

Commissioner Dan Saylor: I make a motion to approve the radios out of E911.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: And I will abstain from that one (1). All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

Commissioner Terry Phillippe: Aye. Motion carries two, zero. (Motion carried 2-0-1 with Terry Phillippe abstaining).

Commissioner Dan Saylor: No, two (2), with one (1) abstain.

Roger Emmons: Right. Two, zero, one (2-0-1).

Commissioner Dan Saylor: Two, zero, one (2-0-1).

Commissioner Terry Phillippe: Two, zero, one (2-0-1) abstention.

Commissioner Dan Saylor: One (1) abstention.

APPOINTMENT OF MELANIE LUTZ TO WARRICK COUNTY HEALTH BOARD

Commissioner Terry Phillippe: Okay, Roger, I'm gonna take the opportunity, I know we had a Health Board discussion about a new appointee there. Do we want to go ahead and cover that?

Roger Emmons: Ah, I don't think, I don't know if I brought that or not. It was an email Todd sent us. John had done some research. I think what he answered is, it had to do with the appointments that are there stay until you make a new one (1). I think that was the gist of it.

Commissioner Terry Phillippe: We, we had a new appointment that, do we want to do that?

Roger Emmons: We, dag-gone, what did I do with that? What was that Madolyn?

Commissioner Terry Phillippe: Melanie Lutz to the Health Board, RN.

Roger Emmons: Oh, Melanie. Yeah, go right ahead. You can do that.

Commissioner Terry Phillippe: Alright, well, I'll abstain from that one (1) too and call for a motion.

Commissioner Dan Saylor: I make a motion to appoint Melanie Lutz to the Health Board.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: So, I'll abstain and two (2) in favor and one (1) abstain.

Commissioner Dan Saylor: Yes, yay.

Commissioner Bob Johnson: Yay.

Commissioner Terry Phillippe: All in favor? Aye, losing track here. (Motion carried 2-0-1 with Terry Phillippe abstaining). Okay. I have no other business, Commissioners?

Commissioner Bob Johnson: I've hit the wall.

Commissioner Dan Saylor: I have nothing.

Commissioner Bob Johnson: Let's go.

Commissioner Dan Saylor: I make a motion to adjourn.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 5:10 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

TERRY PHILLIPPE, PRESIDENT



ROBERT JOHNSON, JR., VICE PRESIDENT



DAN SAYLOR, MEMBER

ATTEST:



**DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA**

Minutes transcribed by Kristine Georges

EXTENSION OF AGREEMENT FOR ROAD USAGE
AND
THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA
AND
AMERICAN LAND HOLDINGS OF INDIANA, LLC
(4834-000106-00)

WHEREAS, on the 9th day of December, 2019, the Board of Commissioners of Warrick County, Indiana (the "Commissioners") and American Land Holdings of Indiana, LLC ("ALH") entered into an Agreement for Road Usage (the "Agreement"), which is attached hereto as Exhibit "A"; and

WHEREAS, ALH has requested an additional twenty-four (24) month extension of the Agreement for two portions of Seven Hills Road and Lilly Pad Road more particularly described as follows:

Seven Hills Road
Beginning approximately 800 feet west of the southeast corner of the Northeast Quarter of Section 26, Township 4 South, Range 8 West, thence continuing through the center of Section 26, also being the intersection of Lilly Pad Road with Seven Hills Road; thence continuing in a westerly direction along the center of roadway to the intersection of Seven Hills Road with Mt. Olive Road, a distance of approximately 1.2-1.400 feet (2.35 miles); 1.35 mile of Unpaved Roadway and 1.00 mile of Paved Roadway, more or less; and

Lilly Pad Road
Beginning approximately 200 feet south of the northwest corner of the Southwest Quarter of the Northeast Quarter of Section 26, Township 4 South, Range 8 West, also being 1250 feet south from the intersection of Seven Hills Road with Mt. Olive Road, thence continuing along the center of roadway to the center of Section 26, Township 4 South, Range 8 West, also being the intersection of Seven Hills Road with Lilly Pad Road, for a total road usage distance of 6,600 feet (1.25 miles) of Unpaved Roadway, more or less;

NOW, THEREFORE, the Board of Commissioners of Warrick County, Indiana and American Land Holdings of Indiana, LLC, hereby agree to extend the Agreement with respect to Seven Hills Road and Lilly Pad Road, and with such extension of the Agreement to terminate on the 9th day of December, 2023.

AMERICAN LAND HOLDINGS OF INDIANA, LLC

Bryce G. West
Bryce G. West, Vice President

BOARD OF COMMISSIONERS,
OF WARRICK COUNTY, INDIANA

BY: *[Signature]*
President, Board of Commissioners
of Warrick County, Indiana
TERRY J. PHILLIPPE

Date: 01/24/2022

SEVEN HILLS
&
LILLY PAD
EXHIBIT "A"



AGREEMENT FOR ROAD USAGE
(Holder Hill, Mt. Olive and Seven Hills Roads)
(4834-000106-00)

WHEREAS, American Land Holdings of Indiana, LLC, a Delaware limited liability company, with principal offices located at 701 West Market Street, St. Louis, Missouri 63201-1826 (the "User"), desires to cross and utilize sections of Warrick County roads with overweight loads including heavy equipment, material, and product (coal), as depicted on Exhibit "A"; and more particularly described as follows:

Holder Hill Road
Beginning approximately 500 feet west and 200 feet north of the south east corner of the southwest quarter of Section 22, Township 4 South, Range 8 West, also being the intersection of Highway 61 and Holder Hill Road, thence continuing in a southerly direction along the center of roadway to the intersection of Holder Hill Road with Mt. Olive Road, a distance of approximately 2,750 feet (0.50 mile - gravel) to its intersection with Maddon Rd, thence continuing westerly along Holder Hill Road (a gravel surface) to its intersection with Maddon Rd, thence continuing westerly along Holder Hill Road (a gravel surface) of approximately 2,750 feet (0.50 mile - gravel) to its intersection with Mt. Olive Road, also being the northeast corner of the northwest quarter of the northwest quarter of Section 29, Township 4 South, Range 8 West.

Mt. Olive Road
Beginning at the northwest corner of the northwest quarter of the northwest quarter of Section 29, Township 4 South, Range 8 West, also being the intersection of Mt. Olive Road and Holder Hill Road, thence continuing in southerly along Mt. Olive Road a distance of approximately 2,650 feet (0.5 mile - Gravel) to its intersection with Seven Hills Road, also being the southwest corner of the southwest quarter of the northwest quarter of Section 29, Township 4 South, Range 8 West;

Seven Hills Road
Beginning at the southeast corner of the southwest quarter of the northwest quarter of Section 29, Township 4 South, Range 8 West, also being the intersection of Mt. Olive Road with Seven Hills Road; thence continuing westerly along Seven Hills Road a distance of approximately 13,400 feet (2.5 miles - gravel) to its intersection with Mt. Olive Road, also being the southeast corner of the southwest quarter of the northwest quarter of Section 26, Township 4 South, Range 8 West; also being a point approximately 1,000 feet west of the southwest corner of the northeast quarter of Section 26, Township 4 South, Range 8 West;

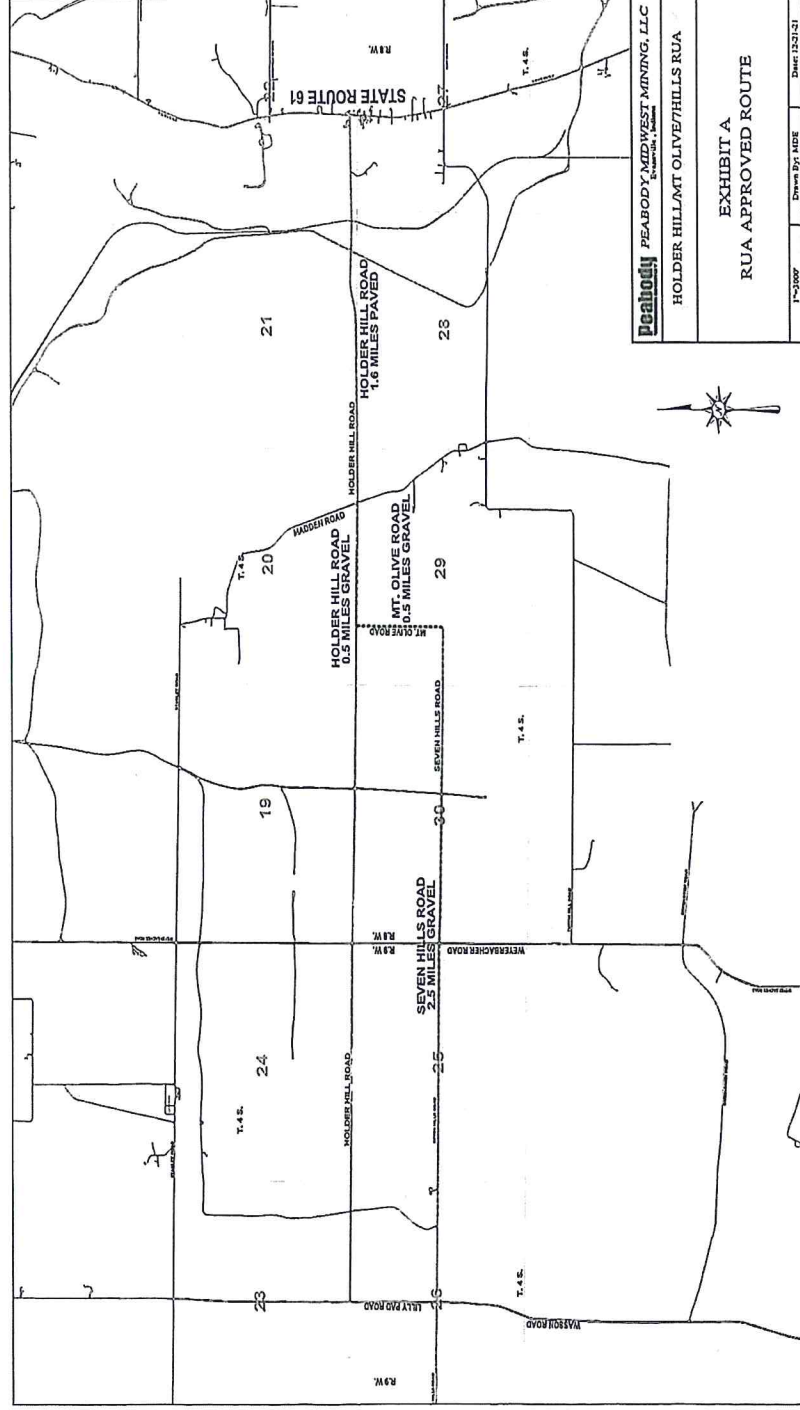
with signage per Warrick County Highway specifications;

WHEREAS, there is the possibility that said roadways, including but not limited to their respective surfaces, bases, ditches, culverts, driveways, and other improvements, may suffer from the heavy loads to be hauled over said roadway; and

WHEREAS, the use of said roadways in excess of the restrictions as to size and/or weight of the loads is of economic benefit to the User;

NOW, THEREFORE, the User and the Board of Commissioners of Warrick County, Indiana (the "Commissioners"), AGREE as follows:

1. The Commissioners grant unto the User the right to use said above-described roadways and rights-of-way in excess of local restrictions as follows: To exceed posted and/or established weight limits, haul equipment, including heavy equipment, materials, and product (coal) for the purpose set forth above.



Peabody PEABODY MIDWEST MINING, LLC Peabody, Indiana
HOLDER HILL/MT OLIVE/HILLS RUA
EXHIBIT A
RUA APPROVED ROUTE
1-202007 Drawn BY: ADR Date: 12/21/21

ROAD USE PERMIT BOND

Bond No. N-7005221

KNOW ALL MEN BY THESE PRESENTS, that we, American Land Holdings of Indiana, LLC, as principal, and American Land Insurance Company, Inc. as surety, have caused to be executed this Surety, in the penal sum of Three Hundred Thirty-Five Thousand and 00/100 Dollars (\$335,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has obtained a permit from the County to work within the public right-of-way as indicated on the permit: **Wld Bear Mine - Seven Hills Road Usage Agreement**

Holder Hill Road - Beginning approximately 500 feet west and 200 feet north of the southeast corner of the southwest quarter of Section 22, Township 4 South, Range 8 West, also being the intersection of Highway 61 and Holder Hill Road; thence westerly along the Holder Hill Road, a distance of approximately 1.6 miles (0.5 miles gravel) to its intersection with Seven Hills Road; thence continuing westerly along Holder Hill Road as distance of approximately 2,750 feet (0.50 mile - gravel) to its intersection with Mt. Olive Road, also being the northeast corner of the northwest quarter of Section 29, Township 4 South, Range 8 West;

Mt. Olive Road - Beginning at the northeast corner of the northwest quarter of the northwest quarter of Section 29, Township 4 South, Range 8 West, also being the intersection of Mt. Olive Road with Seven Hills Road; thence continuing westerly along Seven Hills Road a distance of approximately 13,400 feet (2.5 miles - gravel) to its intersection with Seven Hills Road, also being the southeast corner of the southwest quarter of the northwest quarter of Section 29, Township 4 South, Range 8 West;

Seven Hills Road - Beginning at the southeast corner of the southwest quarter of the northwest quarter of Section 29, Township 4 South, Range 8 West; also, being the intersection of Mt. Olive Road with Seven Hills Road; thence continuing westerly along Seven Hills Road a distance of approximately 13,400 feet (2.5 miles - gravel) to the mutual point of termination with Seven Hills Road, also being the southeast corner of the southwest quarter of Section 29, Township 4 South, Range 8 West.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal shall repair or install said facilities in the right-of-way as set forth in said permit, and complete or cause same to be completed within the time specified on the permit for such completion; and construct same according to the plans for the facilities; and restore the right-of-way in accordance to the technical specifications used by the County. If the restoration of the right-of-way endures without the need of repair or installation of facilities, the Principal shall remain in full force and effect until the permit expires. This bond is executed by the Surety and accepted by the Oblige subject to the following express condition:

This bond shall become effective the 22nd day of November, 2021, and may be terminated by thirty (30) days written notice of cancellation by the Surety. The liability of the Surety under this bond shall

in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sented with our seals and dated this 22nd day of November, 2021.

Witness: KCOA American Land Holdings of Indiana, LLC (Principal)

BY: [Signature]

Indemnity National Insurance Company (Surety)

Witness: SUS TAE

By: [Signature] Sandra L. Pusinetti, Attorney-in-Fact

The above terms and conditions of this bond have been reviewed and accepted by

WARRICK CO. COM.

Acknowledged and Accepted:

By: [Signature]

Printed Name: WARRICK COUNTY COMMISSIONERS

Title: WARRICK CO. ATTORNEY-IN-FACT

Date: 01/24/2022

Indemnity National Insurance Company
238 Bedford Way
Franklin, TN 37064

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS, that Indemnity National Insurance Company, a Mississippi corporation, (hereinafter the "Company"), does hereby constitute and appoint Brock T. Smith, William R. Hines, Mark A. Gaddy, Theresa Pickens, Amy Dovers, Susan Ritter, and Sheryan Quinn, of Adams, LLC DBA Smith Management, Inc., to be its attorneys-in-fact and agents, with full power to them, jointly and severally, to execute on its behalf any and all bonds or undertakings and other documents of a similar nature issued in the course of its business, such, and to bind the Company in any and all ways to the same extent as if the same were signed by the duly authorized officers of the Company.

The appointment of me and executed pursuant to and by authority of the following Minutes of Special Actions Taken by the Board of Directors, which is now in full force and effect:

Authorization to Appoint Attorneys-in-Fact and the Use of Executive Signatures and Executable Seals for the Purpose of Issuing Bonds:
RESOLVED: That the president or any vice president may appoint attorney-in-fact or agents with authority as defined or limited in the minutes of the Board of Directors, and may execute on behalf of the Company any and all bonds or undertakings and other documents of a similar nature issued in the course of its business, such, and to bind the Company to bonds and related obligatory certificates and documents, whether or not such officer appointed the attorney-in-fact or agent.

RESOLVED: That any bonds and related obligatory certificates and documents shall be valid and binding upon the Company, when duly executed and sealed with the Company seal by one or more attorney-in-fact or agents pursuant to and within the power of attorney granted to the attorney-in-fact or agent by the Board of Directors.

RESOLVED: That the signature of any authorized officer and the seal of the Company may be affixed to any power of attorney or certificate therefor authorizing the execution and delivery of any bonds and related obligatory certificates and documents of the Company and the corporate seal of Indemnity National Insurance Company has been affixed thereto in full compliance with the provisions of the Act of August, 2021.

Indemnity National Insurance Company
By Thomas F. Eklins, President



State of Kentucky
County of Warrick
On this 20th day of August, 2021, before me, a Notary Public, personally came Thomas F. Eklins, to me known, and acknowledged that he is the President of Indemnity National Insurance Company, a Mississippi corporation, and that he executed the above power of Attorney and affixed the corporate seal of Indemnity National Insurance Company thereto with his authority and at the direction of said corporation.

By Brock T. Smith
Notary Public
My Commission Expires 09/26/2023



CERTIFICATE
I, James E. Hunt, Secretary of Indemnity National Insurance Company, do hereby certify that the foregoing Minutes of Special Actions taken by the Board of Directors are now in full force and effect, and further certify that the Minutes of Special Actions taken by the Board of Directors are now in full force and effect.



IN TESTIMONY WHEREOF I have subscribed my name and affixed the seal of said Company. Dated this 24th day of November, 2021.

Local Elected Officials' Agreement

This agreement is made and entered into by and between the Local Elected Officials (LEOs) in Warrick County of Region 11 to set forth the procedures that shall govern LEOs and their responsibilities and state statutes, rules, and regulations promulgated hereunder.

A Local Elected Official is defined as "the chief elected executive official of a unit of general local government, or any general purpose political subdivision of a State that has the power to levy taxes and spend funds, as well as general corporate and police powers." in Warrick County of Region 11, the units of general local government are the following counties and incorporated cities with populations of 5,000 or greater: Warrick County and Boonville, IN.

I. **Selection of a County Chief Elected Official to Represent the County**
The Local Elected Officials together shall select from among them a County Chief Elected Official (CCEO) to represent their interests on the local Workforce Investment Board. The CCEO shall interact with the County Chief Elected Officials Executive Council and the Chief Elected Official for the local workforce service area on matters concerning the local Workforce Investment Board. The CCEO will enter into an agreement with other CCEOs on the Executive Council of the local workforce service area on behalf of the County. The CCEO will act as the liaison for the county's/he represents. Nothing in this agreement shall prohibit the CCEO from serving as the Chief Elected Official for the local workforce service area.

II. **Duties of the County Chief Elected Official**
The Elected Official selected to represent the County is responsible for:
- Entering into a County Elected Officials' Agreement with the other CCEOs within the local workforce service area to establish responsibilities and actions as it pertains to the Workforce Innovation & Opportunity Act and local workforce investment boards;
- Providing Guidance to the local Workforce Investment Board as a member of the Executive Council;
- Communicating updates and changes to the Local Elected Officials of the County;
- Selecting a Chief Elected Official for the local workforce service area;

In the event the Elected Official determines the need to utilize a proxy to the Executive Council on his/her behalf, such a proxy shall be an individual that has the ability and/or authority to exercise the authorities granted to the County Chief Elected Official he/she represents.
The following individual has been duly selected to serve as the County Chief Elected Official for Warrick County within the Region 11 local workforce service area.

Name: Terry J Phillips
Title: President, Warrick County Commissioners
Contact Information: 812-305-1300 (cell) ; 812-897-6120 (office)
107 W. Locust Street, Suite 301
Boonville, IN 47601

III. **Other Responsibilities**
As their schedules permit, all Local Elected Officials are encouraged to attend local Workforce Investment Board meetings and meet with Board members and Board chairperson for updates on progress and actions in improving workforce development for the employers and citizens for the region.

Local Elected Officials may request, individually or collectively, information from the local Workforce Investment Board and may request such information to be delivered in person and/or in writing.

IV. **Authority to Act**
Each Commissioner signing on behalf of the Board of County Commissioners shall obtain the necessary approvals from the Board to so act. Hence, this Agreement needs to be signed by only one Commissioner from the County and the Executive of each of the designated cities or towns.

V. **Period of Agreement**
By signing this Agreement, the designated County Commissioner and Mayor of each designated city or town approves the selected Elected Official specified in Section II of this Agreement to act on their behalf.
The period of this Agreement shall be from July 1, 2022 through June 30, 2024.

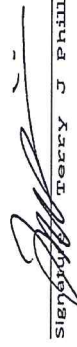
VI. **Amendment**
This Agreement may be amended at any time by written request to the designated Elected Official, who will set up a process of voting on the change. Changes in federal or state legislation affecting the Workforce Innovation & Opportunity Act may require a modification to the Agreement. A modification of the Agreement requires a majority vote of the Local Elected Officials.

A Local Elected Officials' signature is binding on the unit of local government, not on the individual Local Elected Official; i.e., the agreement continues to be in effect even if the Local Elected Official for that unit changes.

In Witness Whereof, the parties, having read and understanding the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

SIGNATURES:

Warrick County Commissioner:


Terry J Philippe

01/24/2022
Date

Mayor, City of Boonville:

Signature

Date

**SCOPE APPENDIX to
Engagement Letter dated: November 17, 2021
Between Warrick County Board of Commissioners and
Baker Tilly US, LLP**

**RE: Municipal Advisory Services
Project**
DATE: December 22, 2021
**SCOPE APPENDIX to Engagement Letter dated: November 17, 2021
Between Warrick County Board of Commissioners and Baker Tilly US, LLP**

This Scope Appendix is attached by reference to the above named engagement letter (the "Engagement Letter") between Warrick County (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK
Baker Tilly Municipal Advisors, LLC ("BTMA") will perform the following services:

- A. **General Municipal Advisory Services.** Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, now project concept planning or other financially related topic or project (each referred to herein as a "Project"), BTMA shall perform the following services, as applicable:
 1. Provide general financial advice relative to a Project.
 2. Survey the resources available to determine the financial feasibility of a Project.
 3. Assist in the development of a plan including alternative approaches for a Project that may be available and appropriate for such Project.
 4. Assist the Client in selecting an approach for a Project.
 5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
 6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
 7. Assist Client in coordinating the activities of the working group for a Project as needed.
 8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
 9. Assist the Client with other components of a Project as requested and agreed upon.
- B. **Securities Issuance** or other financing or refinancing, in connection with any request for services relative to any debt issuance (including modifying or refunding of prior debt financings) (each referred to herein as a "Transaction"), BTMA shall perform the following services, as applicable:
 1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance ("Debt Obligation").
 2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g. competitive, negotiated, private placement).



**SCOPE APPENDIX to
Engagement Letter dated: November 17, 2021
Between Warrick County Board of Commissioners and
Baker Tilly US, LLP**

- 3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
- 4. Advise the Client on current market conditions, financial impacts of federal, state or other laws, and other market conditions and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.
- 5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
- 6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
- 7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
- 8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
- 9. Assist the Client in connection with the preparation, composition, review and distribution of offering document (e.g. Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum) as applicable, including the preparation and review of general information and the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Debt Obligation.
- 10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to, the payment governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.
- 11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that the Client is informed of all relevant information and to assist the Client in making an independent, informed purchase or investment decision concerning the Client's proposed financing.
- 12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
- 13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.
- C. **Arbitrage Monitoring Services.** Upon receipt of written authorization by the Client to proceed, BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service ("IRS") Code and related U.S. Treasury Regulations with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation. In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:
 1. Determine the yield on the applicable Debt Obligation;
 2. Determine if spending exceptions have been met;
 3. Determine the amount of any arbitrage payment due the IRS;
 4. Notify Client and/or its designee of any liability amount;



SCOPE APPENDIX to
Engagement Letter dated: November 17, 2021
Between Warrick County Board of Commissioners and
Baker Tilly US, LLP

5. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
 - a. Date of purchase or acquisition;
 - b. Purchase price of investments including any accrued interest;
 - c. Face amount and maturity date;
 - d. Stated rate of interest;
 - e. Interest payment dates;
 - f. Date of purchase or other disposition;
 - g. Sale or disposition price; and
 - h. Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the Official Statement, the prospectus supplement (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for notifying BTMA of any additional or subsequent Debt Obligations that would require arbitrage compliance services.

Our engagement will not include verifying that proceeds were used for purpose expenditures; investments were made as intended; or that any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel or other professionals concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated. Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will endeavor to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment which the Client may be required to file. You should review the report and calculations carefully upon receipt.

SCOPE APPENDIX to
Engagement Letter dated: November 17, 2021
Between Warrick County Board of Commissioners and
Baker Tilly US, LLP

D. Continuing Disclosure Services
BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Client, provide continuing disclosure services with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation.

In carrying out its duties, BTMA shall do the following:

1. Preparation and filing of annual reports.
BTMA will provide a list of each issue for which the Client requires continuing disclosure services that has been executed for each Debt Obligation, including master and supplemental CDUs if any.
BTMA will:
 - Identify the Client's reporting obligations, compile and prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit if available, as applicable for the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Provide to the System (EMMA); the annual information required under each respective CDU; private agreements; and
 - Prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit if available, as applicable for the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Provide to the System (EMMA); the annual information required under each respective CDU; private agreements; and
 - Prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit if available, as applicable for the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Provide to the System (EMMA); the annual information required under each respective CDU; private agreements; and
2. Assistance filing reportable events on EMMA.
Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Client, provide continuing disclosure services with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation. When they believe a reportable event has occurred, BTMA will file a timely notice on EMMA. It is the Client's sole responsibility to notify BTMA of the potential occurrence of a Reportable Event.
3. EMMA Issuance/ Homopago Debt Obligations
A. At the time any Debt Obligation is subject to the Rule are issued, the Client must disclose in its official statement any instances in the past five years it failed to comply, in all material respects, with any applicable reporting requirements for any Debt Obligations that were outstanding during the five-year period;
 - Research whether any Debt Obligations with an assigned rating changed during the look-back period, including rating changes for insured Debt Obligations; and
 - Determine whether all required notices related to events and filings were made in compliance with the CDUs.
- B. Remedying Deficiencies for Outstanding Debt Obligations
If BTMA identifies any deficiencies for Outstanding Debt Obligations, BTMA will provide a written check to the Client with documentation that the EMMA filing has occurred.
- C. At the time that BTMA conducts services annually under item 1, BTMA will update the compliance check completed under 3.A.
4. EMMA Issuance/ Homopago (Upon Request, Hourly rates will apply.)
BTMA will assist the Client with filing any Reportable Events on EMMA where the Client and related information related to the Client.
 - Prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit if available, as applicable for the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Provide to the System (EMMA); the annual information required under each respective CDU; private agreements; and
 - Prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit if available, as applicable for the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Provide to the System (EMMA); the annual information required under each respective CDU; private agreements; and

SCOPE APPENDIX to
Engagement Letter dated: November 17, 2021
Between Warrick County Board of Commissioners and
Baker Tilly US, LLP

5. Other post-issuance services (Upon Request, Hourly rates will apply.)
BTMA will assist the Client with filing any Reportable Events on EMMA where the Client and related information related to the Client.
 - Prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit if available, as applicable for the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Provide to the System (EMMA); the annual information required under each respective CDU; private agreements; and
 - Prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit if available, as applicable for the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Provide to the System (EMMA); the annual information required under each respective CDU; private agreements; and
6. Rating surveillance support (Upon Request, Hourly rates will apply.)
If applicable for rated outstanding Debt Obligations, BTMA will assist with compiling responses to rating agency requests for information, including the rating surveillance process. BTMA will also participate in rating surveillance calls and provide additional support as needed.
Client agrees to provide BTMA with the all necessary information with respect to compiling the annual report in a timely manner and to fully disclose to BTMA any Reportable Events as they occur.
- E. Surveillance Report (Address Upon Request)
 1. Conduct Surveillance Report (Address Upon Request)
 2. Prepare a written report in accordance with attestation standards of the AICPA of the above tests setting forth findings, for submission to the Client's attorneys for the inclusion in official transcripts of the proceedings in connection with the issuance of the Bonds.

SCOPE APPENDIX to Engagement Letter dated: November 17, 2021 Between Warrick County Board of Commissioners and Baker Tilly US, LLP

COMPENSATION AND INVOICING

Fees for services set forth in Paragraphs A & B, will be billed at BTMA's standard billing rates based upon the actual time and expenses incurred. Fees for services set forth in Paragraphs C & D, will be per a separate Engagement Letter. Fees for services set forth in Paragraph E, will be Five Thousand Dollars (\$5,000).

Table with 3 columns: Job Classification, Hourly Rate, and Position. Rows include Partners / Principals / Directors (\$320.00 to \$525.00), Managers (\$205.00 to \$315.00), Senior Consultants / Senior Financial Analysts (\$165.00 to \$200.00), Consultants / Financial Analysts (\$140.00 to \$160.00), Support Personnel (\$100.00 to \$150.00), and Interns (\$110.00).

Billing rates are subject to change periodically due to changing requirements and economic conditions. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

The above fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The above fees include the charges for other entities such as rating agencies, bond and official statement printers, couriers, delivery, board meeting expenses, and other miscellaneous expenses. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the Government Auditing Standards refers to as nonaudit services. We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
Coordinate with you on all matters relating to the engagement, including the preparation of the engagement management to oversee the services we perform.
Evaluate the adequacy and results of our nonattest services.
Accept responsibility for the results of our nonattest services.
Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.



SCOPE APPENDIX to Engagement Letter dated: November 17, 2021 Between Warrick County Board of Commissioners and Baker Tilly US, LLP

Conflicts of Interest Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financials, arbitrage computations, and/or such, termination may occur for a specific sub-engagement without terminating the Scope Appendix itself. On termination of a sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid by the Client. The engagement management under this Scope Appendix will terminate 60 days after completion of the services for such sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project. Sincerely,

Matthew R. Eckorle, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: TOFFI PHILIPPS
Title: PROGRAM MANAGER, WARRICK COUNTY Commissioners
Date: JANUARY 24, 2022



Large table with multiple columns containing names and titles of various staff members, including roles like Director, Manager, Senior Consultant, and Analyst.

ORDINANCE 2022-01

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 24th day of January, 2022.

WARRICK COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Todd I. Glass, Esq. #15982-18
FINE & HATFIELD, A Professional Corporation
520 N.W. Second Street, P.O. Box 775
Bloomington, Indiana 47404-0775
Telephone: (812) 425-3592
Warrick County Attorney



6200 Vogel Road, Evansville, Indiana 47715, 812.479.6200

MASTER SERVICES AGREEMENT

This is an Agreement made as of this 24th day of January 2022 between Warrick County, Indiana, acting by and through its proper officials (CLIENT) and Lochmueller Group, Inc. (CONSULTANT).

WITNESSETH

WHEREAS, CLIENT wishes to retain the CONSULTANT to provide certain Professional Traffic Engineering Services on an "as-needed" basis. The CONSULTANT agrees to undertake and perform these certain services (SERVICES) as may be requested by the CLIENT, all in accordance with the terms and conditions contained herein.

The SERVICES to be performed, the schedule for performance, and the compensation due the CONSULTANT shall be described in TASK ORDERS issued by the CLIENT to the CONSULTANT, the form of which is attached hereto as Attachment "A". Each TASK ORDER shall be duly executed by both parties and shall be subject to the terms and conditions of this Master Services Agreement, except as modified expressly by the TASK ORDER.

This Agreement consists of this document together with Attachment "A" - TASK ORDER FORM and Attachment "B" - Terms and Conditions. This Agreement between the CLIENT and CONSULTANT supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement effective the day and year first above written.

Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

WARRICK COUNTY
Dan Saylor
District 1

Terry Phillips
District 2
Robert Johnson
District 3

WARRICK COUNTY, INDIANA
2022-01-28 10:46:18 AM WARRICK MASTER SERVICES AGREEMENT

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121-0196-001

ATTACHMENT "A"



TASK ORDER NO. 1

In accordance with the Master Services Agreement between _____ (CLIENT), and Lochmueller Group, Inc. (CONSULTANT), dated this _____ in the written authorization to the CONSULTANT to provide the services described herein, in accordance with the attached schedule, and fee.

SCOPE OF SERVICES: The TASK scope of services shall be as described in Section "A" of this TASK ORDER. The CONSULTANT shall be responsible for the performance of the TASK. CONSULTANT represents that it has thoroughly reviewed the TASK and the Master Services Agreement and that it accepts the TASK and the conditions under which the TASK is to be performed.

CLIENT RESPONSIBILITIES: The CLIENT responsibilities shall be as set forth in Section "B" of this TASK ORDER.

SCHEDULE: The schedule shall be set forth in Section "C" of this TASK ORDER.

PAYMENT TERMS: Payments to the CONSULTANT shall be as described in Section "D" of this TASK ORDER.

TERMS AND CONDITIONS: The terms and conditions of the Master Services Agreement referenced above shall apply to this TASK ORDER. This TASK ORDER incorporates all of the terms and conditions required to be included in it by the Master Services Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement effective the day and year first above written.

LOCHMUELLER GROUP, INC.

WARRICK COUNTY

District 1

District 2

District 3

WARRICK COUNTY, INDIANA
2022-01-28 10:46:18 AM WARRICK MASTER SERVICES AGREEMENT

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121-0196-001

ATTACHMENT "A"

SECTION "A" – SCOPE OF SERVICES

SECTION "B" – OWNER RESPONSIBILITIES

SECTION "C" – SCHEDULE

SECTION "D" – PAYMENTS TERMS

**ATTACHMENT "B"
TERMS AND CONDITIONS**

- 1.0 WORK OFFICE
CONSULTANT shall perform the Services at its offices or at such other locations as may be necessary or appropriate.
- 2.0 SUBCONSULTANTS
If CLIENT requests that CONSULTANT subcontract certain geotechnical services on behalf of the CLIENT, CONSULTANT agrees to do so only as an accommodation to the CLIENT and in reliance upon the CLIENT's assurance that the CLIENT will make no claim to bring any action at law or in equity against CONSULTANT as a result of this subcontracted service. The CLIENT understands that CONSULTANT is neither trained nor knowledgeable in the procedures or results of the subconsultant's services and the CLIENT shall not rely upon CONSULTANT to check the quality or accuracy of their services. In addition, the CLIENT agrees to the fullest extent permitted by law to indemnify and hold CONSULTANT harmless from any damage, liability or cost (including attorneys' fees and costs of defense) arising from the services performed by any subconsultant's that CLIENT requests CONSULTANT to contract with on behalf of CLIENT except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of CONSULTANT.
- 3.0 STANDARDS OF PERFORMANCE
 - 3.1 The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the respective profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's Services.
 - 3.2 CONSULTANT shall be responsible for the technical accuracy of its Services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any deficiencies CLIENT discovers without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
 - 3.3 CONSULTANT shall perform or furnish professional services for the Projects to which this Agreement applies pursuant to the applicable Task Order. With CLIENT's consent, CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the Services. CONSULTANT shall not be required to employ any subconsultants unacceptable to CONSULTANT.
 - 3.4 CONSULTANT and CLIENT shall comply with applicable laws or regulations and

Client-mandated standards. Changes to these requirements after the effective date of the applicable Task Order may be the basis for modifications to CLIENT's responsibilities or to CONSULTANT's scope of services, time of performance, or compensation.

3.5 CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

3.6 CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT's signing any such certification.

3.7 CONSULTANT shall not be responsible for the acts or omissions of any contractor(s), subcontractor or supplier, or any of the contractor's agents or employees or any other persons (except CONSULTANT's own employees) at the site or otherwise furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of any contract for construction, general conditions, supplemental conditions, change orders, and related documents (the "Contract Documents") given by CLIENT without consultation and advice of CONSULTANT.

All opinions of probable construction cost to be provided by CONSULTANT shall represent the best judgement of CONSULTANT based upon the information currently available and upon CONSULTANT's background and experience with respect to projects of this nature. It is recognized, however, that neither CONSULTANT nor the CLIENT has control over the cost of labor, materials or equipment, over contractor's method of determining cost of services, or over competitive bidding, market or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

4.0 AUTHORIZED PROJECT REPRESENTATIVES

Contemporaneous with the execution of this agreement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT's and CLIENT's representatives with respect to the Services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

5.0 OWNERSHIP OF DOCUMENTS

The CLIENT acknowledges the CONSULTANT's documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as the work papers of CONSULTANT's and the CONSULTANT's instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of the CLIENT upon completion of the services and payment in full of all monies due to CONSULTANT. During the performance of the Services herein provided for, CONSULTANT shall be responsible for any loss or damage to the documents which it caused, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the Services during the progress of the Services shall be available to CLIENT. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subcontractants (collectively, "CONSULTANT") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs arising from, or allegedly arising from or in any way connected with, the unauthorized reuse or modification of the documents by CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT without the written authorization of CONSULTANT.

Under no circumstances shall the transfer of ownership of CONSULTANT's drawings, specifications, electronic files or other instruments of service be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, except for the purpose for which it was intended, nor shall such transfer be construed or regarded as any waiver or other relinquishment of CONSULTANT's copyrights in any of the foregoing, full ownership of which shall remain with CONSULTANT, absent CONSULTANT's express prior written consent.

6.0 ELECTRONIC MEDIA

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. CLIENT agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

ACCESS TO RECORDS

7.0 CONSULTANT and its subcontractants 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 (3) years from the date of final payment under the terms of this Agreement, for inspection by the CLIENT and copies thereof shall be furnished if requested.

8.0 COMPLIANCE WITH STATE AND OTHER LAWS

CONSULTANT specifically agrees that in performance of the Services herein enumerated by it or by a subconsultant or anyone acting in behalf of either, that it or they will exercise customary professional skill and care in its efforts to comply with applicable State, Federal, and Local Statutes, Ordinances and Regulations and assist the CLIENT in obtaining all permits that are applicable to the entry into and the performance of this Agreement.

9.0 ALLOCATION OF RISKS – INDEMNIFICATION

9.1 To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT’s officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of CONSULTANT or CONSULTANT’s officers, directors, partners, employees, and its subconsultants in the performance and furnishing of CONSULTANT’s services under this Agreement.

9.2 RESERVED

9.3 To the fullest extent permitted by law, CONSULTANT’s total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT’s negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals and shall not exceed the appropriate insurance coverage limits set forth under Item 13.0 of this Agreement.

9.4 CONSULTANT shall not be responsible for the means, methods and techniques of any construction contractor in the prosecution of its work on a project for which CONSULTANT provides services, nor for the construction contractor(s) and their subcontractor’s safety programs, training or compliance with safety requirements of any federal or state agency.

9.5 Notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT’s officers, directors, shareholders, partners, employees or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CONSULTANT’s performance or non-performance of the Agreement. CLIENT will look solely to CONSULTANT for its remedy for any claim arising out of or related to this Agreement.

10.0 WAIVER OF CONSEQUENTIAL DAMAGES

CLIENT and CONSULTANT further agree to waive, on behalf of their assigns, employees, agents, and successors-in-interest, any and all consequential damages arising out of their responsibilities hereunder. This mutual waiver of consequential damages shall

include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

11.0 STATUS OF CLAIMS

CONSULTANT shall be responsible for keeping the CLIENT currently advised as to the status of any claims made for damages against CONSULTANT which are known resulting from services performed under this Agreement. CONSULTANT shall send notice of claims related to Services under this Agreement to CLIENT within thirty (30) days.

12.0 DISPUTE RESOLUTION - JURISDICTION AND VENUE

If disputes arise between CLIENT and CONSULTANT during the course of the Project, or following completion of the Project, which are not resolved within three (3) weeks after a demand for direct negotiation, the parties agree that all disputes between them arising out or relating to this Agreement or the Project shall be submitted to non-binding mediation pursuant to then current Rule 2 of the Indiana Rules for Alternative Dispute Resolution. If the parties are not able to settle the dispute through mediation, the parties shall submit the dispute to litigation before a Private Judge in accordance with the then current Indiana Rules for Alternative Dispute Resolution as they apply to Private Judge litigation.

13.0 WORKER’S COMPENSATION AND LIABILITY INSURANCE

CONSULTANT shall procure and maintain, until final payment by CLIENT for the Services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by it or by its subconsultant. CONSULTANT shall furnish a certificate or certificates in a form satisfactory to CLIENT, showing that this section has been complied with. During the term of this Agreement, CONSULTANT shall furnish CLIENT with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the CLIENT. In the event that such written notice of change or cancellation is given, CLIENT may, at its option, terminate this Agreement and no further compensation shall, in such case, be made to CONSULTANT.

The kinds and amounts of insurance required are as follows:

13.1 Policy covering the obligations of CONSULTANT in accordance with the provisions of the Worker’s Compensation law. This Agreement shall be void and of no effect unless CONSULTANT procures such policy and maintains it until acceptance of the Services.

13.2 Commercial General Liability Insurance (naming the CLIENT as an additional insured) with limits of liability to be not less than \$1,000,000 per occurrence, including bodily injury and property damage, and not less than \$2,000,000

- 13.3 aggregate.
Commercial Automobile Liability Insurance, including hired or non-owned vehicles with limits of liability of not less than \$1,000,000 for each accident.
- 13.4 Professional Liability Insurance in the amount of at least \$1,000,000 per claim and aggregate.

14.0 CHANGES IN THE SERVICES
In the event the CLIENT requires a change in the Services, after the Services have progressed as directed by the CLIENT, adjustments in compensation to CONSULTANT, and in time for performance of the Services as modified, shall be determined by the CLIENT in consultation with CONSULTANT and CONSULTANT shall not commence the change of scope of the Services until an amendment to this agreement is executed and CONSULTANT is authorized to proceed with the changes of scope in writing by the CLIENT.

15.0 TERMINATION
The obligation to provide services under this Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice from receipt of such notice delivered by the terminating party. If the services of this Agreement are terminated, CONSULTANT shall, upon final payment of compensation due to the CONSULTANT, deliver to the CLIENT all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the CLIENT. The earned value of the Services performed shall be based upon an estimate of the portions of the total services as have been rendered by CONSULTANT to the date of termination and which estimate shall be as made by the CLIENT in consultation with CONSULTANT for all Services to be paid for on a lump sum basis.

16.0 RESERVED
17.0 SUCCESSORS AND ASSIGNEES
The CLIENT, insofar as authorized by law, binds itself and its successors, and CONSULTANT binds its successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Neither party may assign this Agreement, or any right, interests, claim, chose in action, defense or privilege under this Agreement without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

18.0 ENTIRE AGREEMENT – AMENDMENTS
This Agreement, together with the Appendices attached hereto, constitutes the entire agreement between the parties. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

19.0 NON-WAIVER
It is agreed and acknowledged that no action or failure to act by CLIENT or CONSULTANT as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

20.0 DURATION OF AGREEMENT
If the basic Services covered in this Agreement have not been completed in accordance with the Schedule set forth in Appendix "C" of this Agreement, through no fault of CONSULTANT, extension of CONSULTANT's services beyond that time shall be revised, through mutual agreement, to include compensation for inflationary adjustments.

21.0 FORCE MAJEURE
Neither party to this Agreement shall be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

22.0 RESERVED
23.0 RESERVED
24.0 GOVERNING LAW
Where permitted by law, this Agreement shall be interpreted and enforced according to the laws of the State of which the project resides, without resort to its conflict of laws rules.

25.0 RESERVED
26.0 INDEPENDENT CONTRACTOR STATUS
During the entire term of this Agreement, CONSULTANT shall be an independent contractor, and in no event shall any of its personnel, agents or subconsultants be construed to be, or represent themselves to be, employees of the CLIENT.

27.0 SEVERABILITY
The invalidity, illegality or unenforceability of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

28.0 HEADINGS
Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.