

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
February 13, 2023
4:00 P.M.

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

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

Robert Johnson, Vice President, was not present for this meeting.

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

PLEDGE OF ALLEGIANCE

**AREA PLAN COMMISSION
REQUEST FOR EXTENSION OF SURETY
REPLAT OF LOT 76 LEXINGTON SUBDIVISION**

Molly Barnhill, Area Plan Director, presented a Request for Extension of Surety by First Federal Savings Bank, Michael Carter, SVP. She stated they are holding a letter of credit totaling \$5,000.00 for street and drainage construction. First Federal is asking for a one year extension at the same dollar amount and have had five years. It expires March 27, 2023. Bobby Howard stated that the dollar amount was sufficient. Dan Saylor made the motion to approve. Terry Phillippe seconded the motion. The motion carried 2-0.

(Lexington Subdivision Extension is located on Page 7 of these Official Minutes)

**REQUEST FOR REDUCTION OF SURETY
WOODFIELD SUBDIVISION SECTION 3**

Ms. Barnhill presented a Reduction of Surety for Woodfield Development, Steve Blankenberger, Member. The amount of \$3,300.00 is currently being held for sidewalk construction. They are requesting a modification from the Subdivision Control Ordinance to have a one year extension with a reduction to \$2,650.00. Woodfield Development has had the letter of credit for fifteen years and three months. It expires March 4, 2023. Bobby Howard stated the dollar amount was sufficient. Dan Saylor made the motion to approve. Terry Phillippe seconded the motion. The motion carried 2-0.

(Woodfield Subdivision Reduction is located on Pages 8 through 9 of these Official Minutes)

**SIDEWALK ACKNOWLEDGEMENT
WOODFIELD SUBDIVISION SECTION 2**

The following Sidewalk Acknowledgements for Woodfield Subdivision, Section 2, by Steve Blankenberger were presented: Woodland Springs Drive, 2559.0 lineal feet; Woodfield Drive, 2,144.00 lineal feet; Deertrail Court, 1,034.0 lineal feet; Jenwood Court, 859.0 lineal feet; and Lakefield Drive, 253.0 lineal feet. The County is currently holding \$1,815.50 as a letter of credit. They have had sixteen years and eight months. The letter of credit expires March 4, 2023. Bobby Howard recommended acknowledgement. Dan Saylor made the motion to approve the acknowledgements. Terry Phillippe seconded the motion. The motion carried 2-0.

(Woodfield Sidewalk Acknowledgement is located on Pages 9 through 10 of these Official Minutes)

**STREET CONSTRUCTION PLANS
PP-23-01 ADAMS CREEK 3**

Street Construction Plans for Adams Creek 3, PP-23-01, were presented. The petitioners/owners are Cory Alan King and Laura Sankovitch King for approximately 9.70 acres located on the south side of Edwards Road approximately 50 feet east from the intersection formed by Edwards Road and Spring Lake Drive. It's Lot 3 in Adams Creek 2 as recorded in Document 2016R-003964, Boon Township 30-5-8. It was advertised in the Standard on February 2, 2023. They are requesting no improvements to Edwards Road. Bobby Howard, Highway Superintendent, recommended approval. Dan Saylor made the motion to approve. Terry Phillippe seconded the motion. The motion carried 2-0.

(PP-23-01 is located on Pages 10 through 11 of these Official Minutes)

**ITEMS FOR DISCUSSION
COUNTY EMS
STATUS UPDATE**

President Phillippe asked to shuffle the agenda and have the items for Discussion next. He asked Warrick EMS to come up and present. Tony O'Neal with Warrick EMS presented an informational sheet highlighting all they had done in 2022. Some of the highlights were total runs completed in the County, training sessions with fire departments and Sheriff's Office involving CPR and NARCAN, providing ambulance coverage for multiple sporting events, and the Warrick County 4-H Fair. EMS had fifty-eight students do ride-alongs for educational purposes. They also expanded their peer support team and are currently working with the new Career Tech School for a new EMT class they will be partnering on. They already have several kids signed up for the class. Mr. O'Neal also gave the Commissioner an update on the progress of the EMS Station at Libbert Road and the sixth ambulance. Both should be in service on March 1, 2023. It will be a twenty-four hour truck. If for any reason the station is not ready for use, the sixth ambulance will use the Paradise Station until Libbert is operational. The Commissioners thanked him for the report.

**WEIGHTS AND MEASURES QUARTERLY REPORT
MICHAEL ARNOLD**

Mr. Mike Arnold reported on the work he has been doing in the County. He also presented materials, for the Commissioners' review, that he uses to help educate businesses. One thing he is educating businesses on is operating with legal for trade scales. He also reported that several gas stations in Warrick County have updated their pumps. Mr. Arnold has also worked with a business that services the fire air machines where they can adjust timers. Some of the timers were as much as twenty percent off. Mr. Arnold went over red tagging of pumps if they were shorting on gas. When he has a red tag, he does a recheck in two weeks. Mr. Arnold has also found in his inspections some that were actually giving gas away. Attorney Skinner asked, with the red tags, if they are given a written warning. He stated that he did and went over the process and paperwork that is involved. Mr. Arnold has found many issues during his tenure and saved not only the taxpayers money, he has saved businesses money as well. He went over several of the businesses that he had visited throughout the County. Most had no issues and when they did, corrected the issues as needed. The Commissioners praised his work and thanked him for it.

**ACTION AGENDA
APPROVAL OF MINUTES
JANUARY 23, 2023**

The minutes from the January 23, 2023 meeting were presented. Dan Saylor made the motion to approve the minutes. Terry Phillippe seconded the motion. The motion carried 2-0.

**TABLED APPOINTMENTS
2023 HEALTH BOARD**

At the last meeting, Joy Brown was presented as an appointment for Health Board. The Commissioners tabled the appointment as they did not know Ms. Brown. They have had an opportunity to speak with Aaron Franz, Health Department Administrator, and are comfortable with the appointment. Dan Saylor made the motion to appoint Joy Brown to the Health Board. Terry Phillippe seconded the motion. The motion carried 2-0.

2023 TRI-CAP BOARD

An appointment to the Tri-Cap Board needed to be made. The County's records and Tri-Caps records were not in alignment. They will get in line with the last letter that was received by the previous Administrator. So, this now will officially be a 2023 appointment with Tri-Cap. The appointment is Shari Sherman. Dan Saylor made the motion to correct the 2023 Tri-Cap appointment of Shari Sherman. Terry Phillippe seconded the motion. The motion carried 2-0.

**COUNTY ADMINISTRATOR
CONSENT AGENDA**

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

- County Auditor Claims Voucher Report Dates 1/25/23-2/14/23
- Payroll Dates: 1/27/23 & 2/10/23
- Approval of Super Cutz Estimate #4878 for Mowing Around the Retention Basin on the Corner of Bell and Vann Roads (Kroeger Property) from April 1, 2023 through October 31, 2023
- Surplus Declaration of Sheriff's Department Vehicles (Five vehicles: 2014 Dodge Charger, VIN#351115; 2014 Dodge Charger, VIN#50743; 2016 Dodge Charger, VIN#05113; 2018 Dodge Ram, VIN#77482; 2019 Dodge Ram, VIN#77481)
- Scales Lake Weed & Algae Treatment Contract with Aquatic Control
- Health Department Independent Contractor Agreement with Dr. Maltby
- Health Department Call Out/Overtime Compensation SOP
- Highway Department Use of PTO SOP
- Approval of Parking Lot and Courthouse Restroom Use for Monarchs Annual Car Show May 13, 2023
- Treasurer's Monthly Report for Month Ending December 2022

There was a brief discussion by County Attorney Andrew Skinner addressing the Scales Lake Weed and Algae Treatment Contract with Aquatic Control. He asked if it was a different contract than the one discussed at the previous meeting. Ms. Soberg stated that it had been pulled from the agenda at the last meeting as there were some questions that needed to be answered. It was resubmitted with no changes. Mr. Skinner also stated that he had not seen the two presented SOP's and suggested that they both be reviewed by the attorney. Commissioner Phillippe asked whether they could be approved pending review or whether they needed to be pulled. The Attorney said it could be done either way. Bobby Howard, County Highway Department Superintendent, stated that it was just completing the switch to the PTO time for the Highway Department and changing the language of vacation and sick to PTO and added language as far as requesting time off. Dan Saylor made the motion to approve the Consent Agenda pending the review of the two SOP's. Terry Phillippe seconded the motion. The motion carried 2-0.

(Certified Claims are located on Pages 11 through 14 of these Official Minutes)

(Payroll is located on Pages 14 through 15 of these Official Minutes)

(Super Cutz Agreement is located on Page 15 of these Official Minutes)

(Aquatic Control Agreement is located on Pages 15 through 16 of these Official Minutes)

(Dr. Maltby Agreement is located on File in the Auditor's Office)

(Treasurer's Monthly Report is located on Page 16 of these Official Minutes)

**COUNTY ATTORNEY
LIBBERT ROAD EMS LEASE BETWEEN
WARRICK COUNTY COMMISSIONER AND OHIO TOWNSHIP TRUSTEE**

Attorney Skinner presented the Libbert Road EMS Station Lease. It's an agreement between the Ohio Township Trustee and the Board of Commissioners of Warrick County. He stated this lease is almost identical to the current lease for the Paradise Station. The presented lease is for ten years paid biannually (\$4,500.00) for a total of \$9,000.00 a year. This year, 2023, will be a prorated amount for the first payment. It will be \$3,375.00. All parties are in agreement to the language. The lease is only for a portion of the building space, about 1,945 square feet, to house the ambulance service. Both Commissioners expressed it being a good deal and, comparing the cost of what it would be to build, were saving money with the lease. There is also no maintenance to be done by the County as it will be maintained by the Township. Dan Saylor made the motion to approve the lease agreement. Terry Phillippe seconded the motion. The motion carried 2-0.

(Libbert Road EMS Lease Agreement is located on File in the Auditor's Office)

**INTERLOCAL AGREEMENT WITH OHIO TOWNSHIP FOR THE LIBBERT ROAD EMS
FACILITY BUILDOUT REIMBURSEMENT**

Attorney Skinner presented an Interlocal Agreement between Ohio Township and the Board of Commissioners. This is for the same building for the EMS to be housed in. Ohio Township has already incurred costs in the construction of the building and this interlocal provides that the County will reimburse the Ohio Township Trustee for the costs and expenses for the build out inside the leased space for items such as the walls, separate heating and air, and furniture. The reimbursement amount is \$265,532.00. Commissioner Saylor again stated the money that was being saved not having to build a multi-million dollar facility. He made the motion to approve the Interlocal Agreement with Ohio Township. Terry Phillippe seconded the motion. The motion carried 2-0.

*(Ohio Township Interlocal Agreement, Libbert EMS Station is located on
File in the Auditor's Office)*

2023 E-REP SERVICE AGREEMENT

The 2023 Evansville Regional Economic Partnership Agreement was presented to the Board. This is an ongoing contract that is up for renewal. The cost of the service is two, \$45,000.00 installments for the year. The contract provides for various services that E-REP provides to ensure good economic development for the County and the region as well as a position on the Board. Ms. Jenna Richardt was present to answer any questions the Commissioners might have. She also gave a brief overview of projects they are working on. President Phillippe stated he had not had a chance to review the contract and asked if there was any issue in tabling until the next meeting. Ms. Richardt said that it was not. She also stated that E-REP planned on being in regular attendance at the Commissioner meetings going forward. Dan Saylor made the motion to table the contract to the next meeting. Terry Phillippe seconded the motion. The motion carried 2-0.

**ENVIRONMENTAL MANAGEMENT CONSULTANTS
LANDFILL SERVICES**

There were three contracts with Environmental Management Consultants that were presented. These are normally renewed every year but were missed in position transitions. The contracts are for Methane Monitoring at \$4,300.00, Groundwater testing for \$16,225.00, and Inspections and Reporting for \$1,950.00 for the Warrick County Pelzer Road Landfill #2. President Phillippe asked why some were quarterly, semiannual, and yearly. Attorney Skinner was unsure about the set up. He just wanted to bring them to their attention, but they did not need to be decided on today. They are all testing requirements of IDEM that need to be done. President Phillippe was okay with the contract but if it was possible to make them more efficient, it would be nice, but stated it might not be possible. Attorney Skinner stated that

it was something Ms. Soberg might be able to work with Environmental Management Consultants on for next year to have them all on the same pay schedule. Otherwise, it was ready for the Commissioners' approval. Dan Saylor made the motion to approve the contracts. Terry Phillippe seconded the motion. The motion carried 2-0.

(Environmental Management Agreements are located on Pages 16 through 20 of these Official Minutes)

**COUNTY ENGINEER/HIGHWAY
TELEPHONE ROAD PROJECT ADMINISTRATIVE SETTLEMENTS
PARCEL 16**

Bobby Howard, County Engineer/Highway Superintendent, presented several Administrative Settlements for the Telephone Road Project. There are seventy-nine parcels involved in the project. He presented three for settlement. The first was Parcel 16 with an original offer of \$21,150.00 for 0.159 acres of permanence of right-of-way, 0.008 acres of temporary easement, land improvements, and damages. The owners rejected this offer and asked for an additional \$900.00. The owners advised that the appraisal included only a partial basement when they in fact have a full basement and should be compensated for such. Because the condemnation process would take more time and money than the additional amount, it was recommended by Lochmueller Group to increase the original offer by \$900.00. This will bring the total to \$22,050.00. Mr. Howard recommended approval of the settlement amount. Dan Saylor made a motion to approve the amount of \$22,050.00. Terry Phillippe seconded the motion. The motion carried 2-0.

PARCEL 57

The next parcel to be presented for Administrative Settlement was Parcel 57 with an offer of \$16,895.00 for 870 square feet of permanent right-of-way, 899 square feet of temporary right-of-way and land improvements. This offer was rejected by the owner who stated that removal and relocation of a fence would be an additional cost of \$687.00. This would bring the total up to \$17,282.00. Lochmueller Group reviewed this and found that condemnation and legal fees would be more than the amount requested, therefore, they recommended the increased amount of \$17,282.00. Mr. Howard recommended the approval of the adjusted settlement amount. Dan Saylor made the motion to approve the settlement amount of \$17,282.00. Terry Phillippe seconded the motion. The motion carried 2-0.

PARCEL 31 – PARTIAL MORTGAGE RELEASE WAIVER

The last settlement was for a Partial Mortgage Release Waiver for Parcel 31. It was sent to Attorney John Goth for review and he recommended approval as well. Attorney Skinner also stated that it was fairly standard when there's a mortgage on a property, typically the mortgage company is contacted to get a release from that mortgage company. For this property, the mortgage company is now defunct, so it will be very difficult to get a release. This would approve by motion waiving the need to get that partial mortgage release. Dan Saylor made the motion to approve the waiver. Terry Phillippe seconded the motion. The motion carried 2-0.

*(The Telephone Road Administrative Settlements are located on
Pages 20 through 21 of these Official Minutes)*

**DISTRICT 1 HIGHWAY DEPARTMENT BUILDING
PAY APP 11**

Mr. Howard presented Pay App 11 for the District 1 Highway Building construction for January. The pay app was in the amount of \$31,169.57. This has been reviewed and approved by the architect. There is still a balance to finish of \$53,117.78 and a retainage of \$91,896.85. Dan Saylor made the motion to approve payment of Pay App 11. Terry Phillippe seconded the motion. The motion carried 2-0.

(Pay App 11 is located on File in the Auditor's Office)

**COUNTY ACQUISITIONS ADMINISTRATOR
COUNTY FIRE INSPECTION CONTRACT**

Sherrie Sievers, County Acquisitions Administrator, presented the County Fire Inspection Contract that was tabled from the last Commissioners' meeting. Ms. Sievers stated that the Commissioners may wish to have her seek new quotes on the 2023 contract. She found that Five Star Security already provided fire safety inspections for their fire alarm systems. This is an item that both companies included in their quotes. She also completed an inventory of the County offices and presented the worksheets to the Commissioners. Ms. Sievers thought it would make sense to include all the properties in the County Fire Protection Plan for 2023. She said that the original bid only had the four locations, but a new bid could encompass all properties. The handout provided information on the properties that are currently covered, what needs to be covered, and what is leased. Ms. Sievers also found that the buildings that are leased do not require inspection as that is a coverage provided by the landlord. She asked that the Commissioners consider rejecting the bids that were tabled, then put it out to rebid for all of the properties.

President Phillippe asked about the inclusion of the fire extinguishers and whether that was necessary.

Commissioner Saylor felt it should be left on. He also wanted to make sure that the new Highway Department location in Newburgh was included, which it was. He also asked about the inclusion of Friedman Park and Scales Lake Park.

Ms. Sievers was unsure about adding the Parks even though they are under the County. Tri-State Fire Protection currently does Friedman Parks' inspection; however, they are not under contract with them. It is the same situation with Scales Lake. She didn't know if they wished to incorporate the two into the County Plan or if they needed to stay separate. She is also happy to do any walk-throughs that may be necessary to make sure that all services are listed before putting it out for bids. Ms. Sievers thought if there was going to be a County Fire Protection Plan, it might be good to have the same provider with the goal being a better rate with the more buildings you put under the plan. Both Commissioners were in agreement.

Attorney Skinner stated that they would need a motion to reject the bids presented at the last Commissioners' meeting and rebid to encompass all the locations if that's what they wish to do. Dan Saylor made the motion to reject the previous bids and rebid for the County Fire Protection. Terry Phillippe seconded the motion. The motion carried 2-0.

Ms. Sievers asked Attorney Skinner if she should include the Parks Department on the bid.

Attorney Skinner stated that she can ask the Parks Department if they wish to be included in that, but they probably have their own line item for that service.

Steve Roelle, Economic Development Director, stated that whatever is more affordable is what's best for the Parks Department.

Attorney Skinner said that Ms. Sievers would need to double check that neither were under contract before including them on the bid.

OPENING OF BIDS FOR JUDICIAL CENTER FLOORING

Ms. Sievers presented the new bids for the new flooring in the Judicial Center. This was a rebid as the first set of bids were rejected at the last Commissioners' meeting. The Commissioners, on September 12, 2022, approved \$356,361.17 of ARPA funds for new flooring for the Judicial Center and in accordance with Public Works IC 36-1-12-4, Public Works Projects, full specifications and bidding requirements were met. The invitations to bid were sent out, but only one responded. This was Greer's Flooring in the amount of \$465,900.00 which was over the ARPA approved amount. This was mainly due to labor costs involved working after hours and on weekends. The Commissioners rejected the bid asking that Ms. Sievers widen the net and include work during normal business hours. On the second invitation to quote, she invited three companies to bid: Greer's Flooring America, Rasure Floor Covering, and Business Environments. Ms. Sievers received only one response from Greer's Flooring. She opened the bid in front of the Commissioners.

The following is a list of the bid prices:

Carpeting	32,544 sq ft	Additional 10 boxes carpet	\$2,000.00
Luxury Vinyl Planking	3,259 sq ft	Additional 10 boxes planking	\$860.00
Co-Base	6,900 sq ft		
Total Materials Cost	\$149,500.00		
Labor-Normal Business Hours	\$199,500.00	Total Project Cost (Normal Hours)	\$351,860.00
Labor-After Hours/Weekends	\$342,800.00	Total Project Cost (After Hours)	\$495,160.00
	(\$10.00 per sq ft)		

All the paperwork appears to be in order, but needs to be reviewed by the County Attorney.

It was discussed where employees would go during work hours and how Department Heads felt about it. Ms. Sievers stated that everyone has been very willing to work with the project. There was discussion on setting up an area in the basement for personnel while offices are being renovated. But IT stated there are issues with internet connection in those areas. There is also no internet in the hallways. They are looking at using some of the pocket offices in the Judicial Center. The Assessor's Office has offered to have people work from home as well as offering areas in her office to other offices. It was pointed out that the Treasurer's Office must be avoided during spring and fall tax collection. Another challenge will be the courtrooms.

Attorney Skinner asked what was considered normal business hours. Mr. Greer stated that normal working hours for them would be 8:00 AM to 5:00 PM and that holidays were not working days. He was also questioned as to stock availability. Mr. Greer stated that he wasn't sure, but it wouldn't take longer than two weeks to receive stock.

President Phillippe stated that offices would need to work around them. It was also pointed out that there were obstacles with the Courthouse renovation as well. Dan Saylor made a motion to approve the bid from Greer's Flooring contingent upon Attorney review and approval with work to be done during normal business hours. Terry Phillippe seconded the motion. The motion carried 2-0.

(Greer Flooring Bid is located on Page 22 of these Official Minutes)

**COUNTY GRANTS DEVELOPMENT
ARPA COUNTY APPROVAL OF RIGHT STUFF SOFTWARE
AND HOSTING AGREEMENT
COUNTY EMPLOYEE TIMEKEEPING SYSTEM**

Debbie Bennett-Stearsman, Grants Development Director, presented the contract with Right Stuff for the new County Employee Timekeeping System. The Commissioners had already approved \$50,000.00 of ARPA funding to purchase a time-keeping system for the County. This agreement is for thirty-six months. It includes two time clocks and three

years of maintenance. It does not include the Sheriff's Department. The installation and training is a one time fee of \$20,160.00; licensing and support is \$1,680.00. The Indiana Payroll Schedule and Voucher, Indiana Employer Service Record, and Indiana Employers Work Period are all included. The additional items are off-site hosting which is \$100.00 per month; additional implementation phase, \$5,000.00; and the time clocks are \$2,500.00 each. The total cost will be \$40,440.00. This does leave a little money if something else that has to be done.

Mr. Howard questioned where the time clocks would be placed.

Administrator Soberg stated that one would be at the Highway Department and one at the Parks Department.

Mr. Howard said one would be needed at the District 1 Highway Facility. He was assured another could be purchased for the facility if needed.

Commissioner Saylor asked how this would be budgeted in the future since the ARPA funding would not be available.

Administrator Soberg stated that it would come out of the Auditor's Budget for Payroll and that they could work with the Council Administrator on increasing the budget line to accommodate the increased cost for the service. The Contract has been reviewed by legal counsel and is ready for approval. Dan Saylor made a motion to approve the contract. Terry Phillippe seconded the motion. The motion carried 2-0.

(Right Stuff Contract is located on File in the Auditor's Office)

APPROVAL OF ARPA COMPETITIVE GRANT AGREEMENT WITH YOUTH FIRST

Ms. Bennett-Stearsman presented an ARPA Competitive Grant agreement with Youth First for approval. It is for \$100,000.00. This agreement confirms the obligation. Dan Saylor made the motion to approve the agreement. Terry Phillippe seconded the motion. The motion carried 2-0.

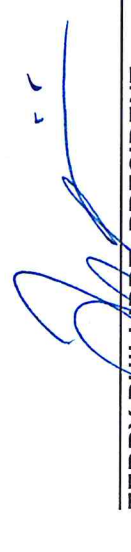
(Youth First Grant Agreement is located on File in the Auditor's Office)

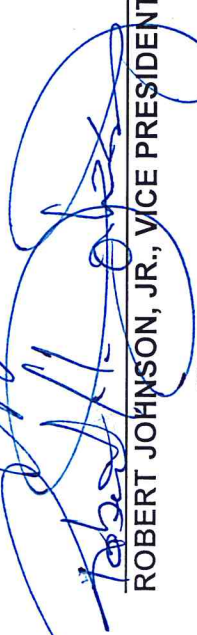
ADJOURNMENT


There were no other items to come before the Board. The next Commissioner meeting will be held on February 27, 2023 at 4:00 PM in the Commissioners' meeting room. Dan Saylor made the motion to adjourn. Terry Phillippe seconded the motion. The motion carried 2-0.

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: 

 MICHAEL J. DIETSCH, AUDITOR
 WARRICK COUNTY, INDIANA

Replat of Lot 76 Lexington Subdivision
by First Federal Savings Bank, Michael Carter
Request for extension of safety
February 13, 2023

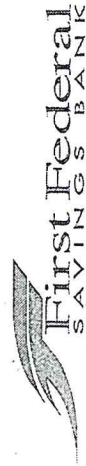
BOARD OF COMMISSIONERS:

President: Debra Sayja
Member

Member

ATTEST:

Auditor: [Signature]
Date: 2-13-23



Corporate Headquarters
5001 Davis Lant Drive - PO Box 1111
Evansville, IN 47702-1111 - 812.492.8100

2/10/23
RWS
RWS
2-13-2023

Date: January 31, 2023

Warrick County Area Plan Commission
107 W. Locust Street
Historic Courthouse Room 201
Boonville, IN 47601

RE: Letter of Credit Number 356

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

Thanks

First Federal Savings Bank

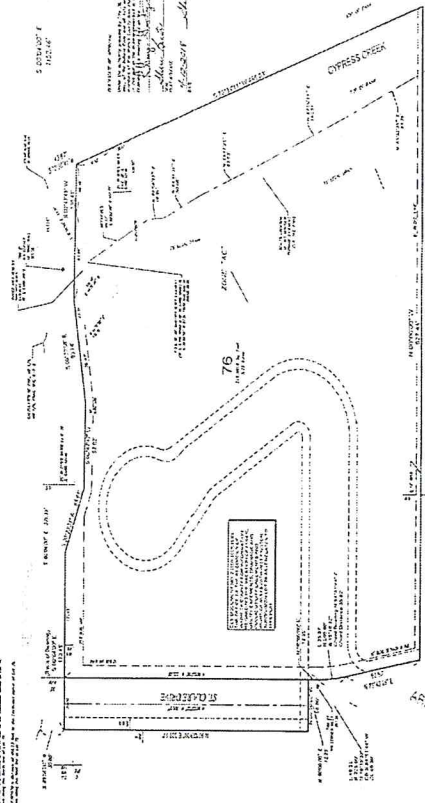
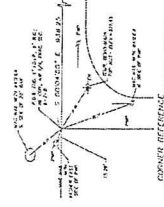
[Signature]
Michael Carter, Senior Vice President

FILED
JAN 31 2023
AREA PLAN COMMISSION

www.firstfedevansville.com

2018 R-002 RZB

A REPLAT OF LOT 76
Lexington Subdivision



FILED
JAN 31 2023
WARRICK COUNTY
AREA PLAN COMMISSION

2018 R-002 RZB
Lexington Subdivision
Replat of Lot 76
First Federal Savings Bank
Michael Carter, Senior Vice President
Request for extension of safety
February 13, 2023

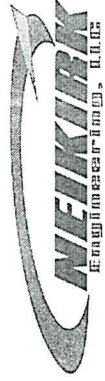
Woodfield Subdivision Sec. 3
By Woodfield Development, LLC, Steve Blankenberger
February 13, 2023

BOARD OF COMMISSIONERS:

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

ATTEST:

Recorder: *[Signature]*
Date: 2-13-23



W W W . n e i k i r k e n g i n e e r i n g . c o m

January 27, 2023
Executive Director
Warrick County Area Plan Commission
107 W. Locust Street, Courthouse Room 201
Boonville, Indiana 47601

RE: Letter of Request for Extension & Reduction
ILOC #20005113285
Sidewalk Construction
Woodfield Subdivision Phase III

To whom it may concern:

On behalf of Steve Blankenberger of Woodfield Development, LLC, we respectfully request an additional extension and reduction to the Irrevocable Letter of Credit #20005113285 for Woodfield Subdivision Phase III.

This letter is to certify that a portion of the outstanding sidewalks in Phase III have been completed. Therefore, we request the amount of the ILOC be reduced from \$3,300.00 to \$1,650.00 for the remaining Sidewalk Construction for Woodfield Subdivision Phase III.

We respectfully request an additional extension and reduction of the Irrevocable Letter of Credit that is on file to the amount stated above for these remaining improvements in said Subdivision. We respectfully request a one (1) year time extension to allow the continuation of the sidewalk improvements as lots are sold and houses are constructed.

The attached ILOC improvement cost breakdown is attached for review and record. Please place this request on the next available meeting agenda and please notify us accordingly. If you have any questions or comments, please feel free to contact me. Thank you for your time and consideration.

Respectfully Submitted:

[Signature]
Michael E. Neikirk, P.E.
Indiana Registration No. PE10000080
Neikirk Engineering, LLC

Cc: Steve Blankenberger, Woodfield Development, LLC

FILED
FEB 03 2023
AREA ENGINEERING

306 North Market Street
Mt. Carmel, Illinois 62963
618-263-4100



W W W . n e i k i r k e n g i n e e r i n g . c o m

January 27, 2023
Warrick County Area Plan Commission
107 W. Locust Street, Courthouse Room 201
Boonville, Indiana 47601

RE: Letter of Credit Estimate
Subdivision Extension
Woodfield Subdivision Phase III

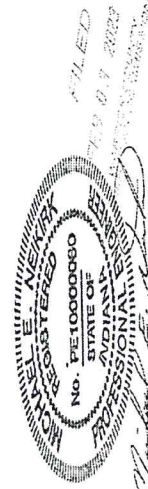
Engineers' Cost Estimate:

Sidewalks:
4' sidewalk
100 ft. @ \$15.00/ft.
Subtotal for sidewalks: \$ 1,500.00
10% Contingency: \$ 150.00

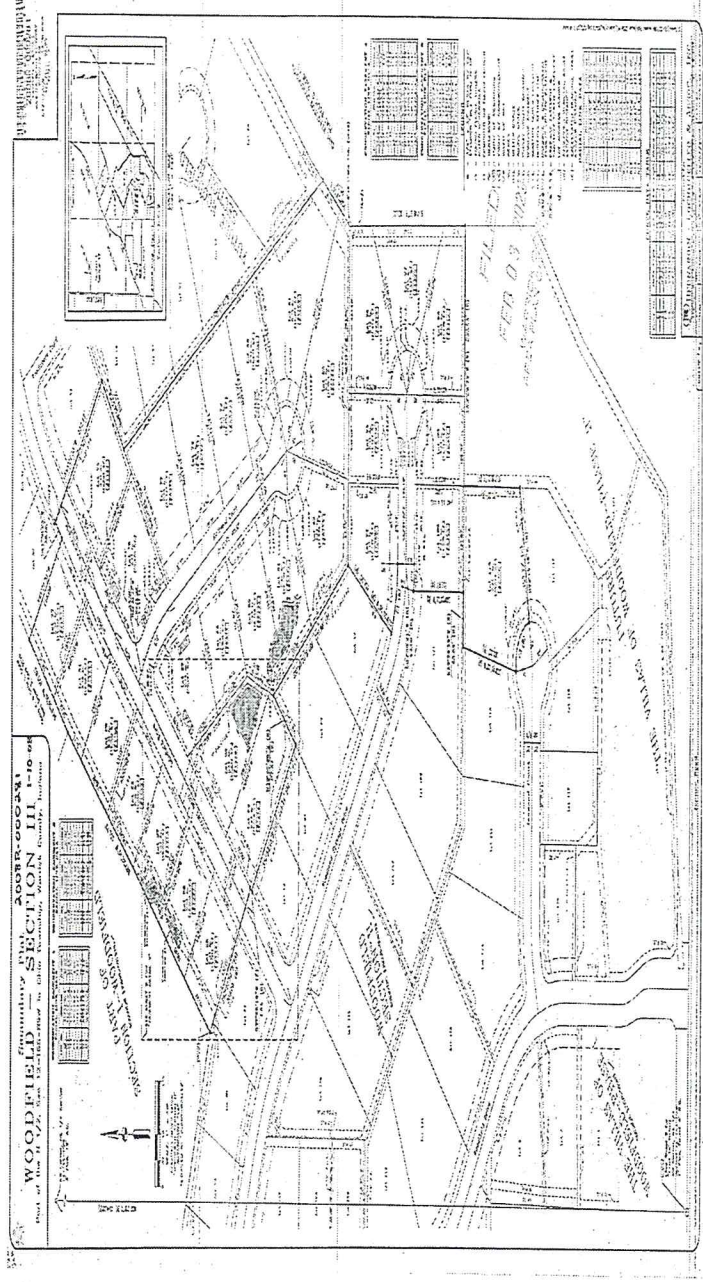
Total amount for remaining Sidewalk Construction: \$ 2,650.00

Engineer's Estimate prepared by and respectfully submitted:

[Signature]
Michael E. Neikirk, P.E.
Indiana Registration No. PE10000080
Neikirk Engineering, LLC



306 North Market Street
Mt. Carmel, Illinois 62963
618-263-4100



SIDEWALK ACKNOWLEDGEMENT

Receipt # 216718

Date: 01.27.2023

NAME OF SUBDIVISION: Woodfield - Section II as recorded in PLAT NO. 200005113263 in the office of the Recorder of Warrick County, Indiana.

I hereby request acknowledgement of completion of the following sidewalks by the County:

NAME OF STREET NO. OF LINEAL FEET

Woodland Springs Dr.	2,559 ft
Woodfield Dr.	2,144 ft
Deertail Ct.	1,094 ft
Jenwood Ct.	899 ft
Lakorfield Dr.	253 ft

Steve Blankenberger
Subdivision Developer

A certificate by Michael E. Neikirk, P.E., Indiana Registration # PE10000080 Licensed Engineer, that the streets were completed in accordance with the plans approved by the Board of County Commissioners accompanies this request.

A SMALL COPY OF THE SUBDIVISION PLAT MUST ACCOMPANY THIS REQUEST FOR SIDEWALK ACKNOWLEDGEMENT.

I have inspected subject sidewalks and recommend acknowledgement.

[Signature]
County Highway Engineer

ACCEPTED: *[Signature]*
Date: 2-13-23



January 27, 2023
W W W . N E I K I R K E N G I N E E R I N G . L L C

Executive Director
Warrick County Area Plan Commission
107 West Washington Street, Courthouse Room 201
Boonville, Indiana 47601

RE: Letter of Completion
ILOC #20005113263
Sidewalk Construction
Woodfield Subdivision Phase II

To whom it may concern:

This letter is to certify that all portions of the outstanding sidewalks in Woodfield Subdivision Phase II have been completed.
On behalf of Steve Blankenberger of Woodfield Development, LLC, we respectfully request that the Commissioners accept this certification and the enclosed Sidewalk Acknowledgment as completion of the required sidewalk construction and release said phase from further sidewalk requirements.

Please place this request on the next available meeting agenda and please notify us accordingly. If you have any questions or comments, please feel free to contact me. Thank you for your time and consideration.

Respectfully Submitted:

[Signature]
Michael E. Neikirk, P.E.
Indiana Registration No. PE10000080
Neikirk Engineering, LLC

Cc: Steve Blankenberger, Woodfield Development, LLC

FILED
FEB 03 2023
WARRICK COUNTY



January 4, 2022
Warrick County Surveyor's Office
Attn: Phil Baker
107 W. Leavist St., Suite 206 Courthouse
Boonville, IN 47601

812.464.5588 ext. 812.464.2514 fax
4800 Roadbud Ln., Noblesville, IN 47250
morleycorp.com

Phil Baker
2-6-2023

Request for No Drainage Impacts Letter
Adams Creek No. 3
Morley Project # 9405.4.001A

Dear Phil:

On behalf of the subdividers, Cory and Laura King, we respectfully request that the requirement for drainage plans for Adams Creek No. 3 be waived. This subdivision only contains 1 lot. The reason for the subdivision is to make it buildable, as the prior plat in which the lot is located was classified as non-buildable because no soils tests were completed for it in 2015/2016. The only proposed construction at this time is for a single-family residence.

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

Bret A. Sermersheim

Sincerely,
Bret A. Sermersheim, PS
Managing Surveyor
ENCL: Primary Plat

cc: File

J:\000000\9405.4\05\Surveying 3D\Documents\2022 Work\WC No Drainage Letter.docx

FILED
JAN 05 2023

ARIZONA COUNTY CLERK

Table with columns: Subdivision Name, Point Number, and Description. Title: Warrick County Claims for Payment. Includes entries for various subdivisions like Adams Creek No. 3, Adams Creek No. 4, etc.

Table with columns: Subdivision Name, Point Number, and Description. Title: Warrick County Claims for Payment. Includes entries for various subdivisions like Adams Creek No. 3, Adams Creek No. 4, etc.

Payment Options (Please check choice)

- Prepayment prior to 4/1/2023 with 3.00% discount of \$225.27 for a total payment of \$7283.73.
- I have enclosed the prepayment with my signed proposal.
- I authorize Aquatic Control to charge my credit/debit card on this specific date _____ My credit/debit card information is listed below:
 Card Number _____ Security Code _____ Billing Zip Code _____
 Expiration Date _____
 Cardholder Signature _____
 I authorize Aquatic Control to make a withdrawal on this specific date _____ My bank account information is listed below:
 Bank Name _____
 Bank City and State _____
 Bank Routing Number _____
 Bank Account Number _____
 Bank Account Type _____ Checking or Savings (circle one)
 I will manually mail my timely payment to Aquatic Control.

- Net 30
- I will receive an invoice after the service is performed and will manually pay from that invoice within 30 days of the invoice date.

Prescribed by the State Board of Accountants 1046
COUNTY TREASURER'S MONTHLY REPORT
 Required by IS 30-2-10-16 and IC 6-15

Month ending January 31, 2023

WARRICK COUNTY		
1	Total Taxes Collected (Not Received to Ledger or Refunded)	31,208,184.05
2	Advance Collections of Taxes	80,000
3	Late Collections (Including Late Assessment Penalties)	40,000
4	Surplus Payments	3,333,333.33
5	Demands Fees	40,000
6	Warrent Contributions	40,000
7	Special Water Excise Tax	31,208,184.05
8	Heavy Equipment Rental Excise Tax	40,000
9	Aircraft License Excise Tax	40,000
10	Boat Excise Tax	40,000
11	Permit Renewal Excise	40,000
12	Homebased Credit	40,000
13	Homebased Credit	40,000
14	Total Balances of all Ledger Accounts, Payments	31,208,184.05
15	Total Charges	3,750,000.00
16	Depository Balance as Shown by Balance of Cash and Investments as Shown by Daily Balance of Certificate of Deposit	31,208,184.05
17	Total Cash and Investments	31,208,184.05
18	Current Cash and Investments	31,208,184.05
19	Checks, Money Orders, etc	3,750,000.00
20	Total	31,208,184.05
21	Current Cash and Investments	31,208,184.05
22	Current Cash and Investments	31,208,184.05
23	Current Cash and Investments	31,208,184.05
24	Current Cash and Investments	31,208,184.05
25	Current Cash and Investments	31,208,184.05
26	Current Cash and Investments	31,208,184.05
27	Current Cash and Investments	31,208,184.05
28	Current Cash and Investments	31,208,184.05
29	Current Cash and Investments	31,208,184.05
30	Current Cash and Investments	31,208,184.05
31	Current Cash and Investments	31,208,184.05
32	Current Cash and Investments	31,208,184.05
33	Current Cash and Investments	31,208,184.05
34	Current Cash and Investments	31,208,184.05
35	Balance in all Depositories per Daily Balance Record	31,208,184.05
36	Balance in all Depositories per Daily Balance Record	31,208,184.05
37	Balance in all Depositories per Daily Balance Record	31,208,184.05
38	Balance in all Depositories per Daily Balance Record	31,208,184.05
39	Balance in all Depositories per Daily Balance Record	31,208,184.05
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41	Balance in all Depositories per Daily Balance Record	31,208,184.05
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70	Balance in all Depositories per Daily Balance Record	31,208,184.05
71	Balance in all Depositories per Daily Balance Record	31,208,184.05
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96	Balance in all Depositories per Daily Balance Record	31,208,184.05
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98	Balance in all Depositories per Daily Balance Record	31,208,184.05
99	Balance in all Depositories per Daily Balance Record	31,208,184.05
100	Balance in all Depositories per Daily Balance Record	31,208,184.05

RECEIVED
 FEB 01 2023
 WARRICK CO. AUDITOR

FILED
 FEB 01 2023
 WARRICK CO. AUDITOR

RECONCILEMENT WITH DEPOSITORIES

35	Balance in all Depositories per Daily Balance Record	31,208,184.05
36	Balance in all Depositories per Daily Balance Record	31,208,184.05
37	Balance in all Depositories per Daily Balance Record	31,208,184.05
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99	Balance in all Depositories per Daily Balance Record	31,208,184.05
100	Balance in all Depositories per Daily Balance Record	31,208,184.05

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:
 (a) Receipts Deposited in Depositories (Revenue, State)
 (b) Receipts Deposited in Depositories (Revenue, State)
 (c) Receipts Deposited in Depositories (Revenue, State)
 (d) Receipts Deposited in Depositories (Revenue, State)
 (e) Receipts Deposited in Depositories (Revenue, State)
 (f) Receipts Deposited in Depositories (Revenue, State)
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 (v) Receipts Deposited in Depositories (Revenue, State)
 (w) Receipts Deposited in Depositories (Revenue, State)
 (x) Receipts Deposited in Depositories (Revenue, State)
 (y) Receipts Deposited in Depositories (Revenue, State)
 (z) Receipts Deposited in Depositories (Revenue, State)

FILED
 FEB 15 2023
 WARRICK CO. AUDITOR

APPROVED FEB 13 2023
 SPECIFIC SERVICES AGREEMENT
 This Specific Services Agreement, executed this 13th day of February, 2023, is entered into by and between Warrick County Commissioners, 107 West Locust Street, Suite 301, Boonville, Indiana 47601 herein referred to as the Client, and Environmental Management Consultants, LLC, (EMC), 427 Ninth Street, Evansville, Indiana 47708, herein referred to as Consultant.

WITNESSETH
 The Client hereby engages the services of the Consultant to provide semi-annual (May and November) groundwater monitoring (background) data statistical Prediction Limits, and static water levels in each of the seven existing groundwater wells and three monitoring wells located at 1111 Pelzer Road in Boonville, Indiana more commonly known as Warrick County Landfill, EMC agrees to provide services required by the Indiana Department of Environmental Management for Warrick County's closed landfill, which is under the jurisdiction of IDEM including without limitation the following services:

- SCOPE OF WORK
1. Provide updated groundwater monitoring (background) data statistical Prediction Limits. The update will be in accordance with the facility's approved Statistical Evaluation Plan (SUEP).
 2. Measure the static water level in each of the seven existing groundwater wells and three monitoring wells located at 1111 Pelzer Road in Boonville, Indiana more commonly known as Warrick County Landfill. The static water levels will be used to determine the proper volume of water to purge from the wells prior to sampling.
 3. Provide sampling of the seven existing groundwater wells located at the landfill. Each sampling event will be purged a minimum of three well volumes before sampling. Field measurements on the appropriate groundwater sample collection form, purging process and recorded as outlined in the facility's Quality Assurance Plan (QAP). This includes assessment sampling for MW-22 now required by IDEM.
 4. Provide chemical groundwater analysis for the groundwater parameters as outlined in the facility QAP in order to establish analytical documentation of the groundwater quality.

Included in the above analysis are the following quality assurance/quality control (QA/QC) procedures: one duplicate sample per 20 samples collected and one trip blank sample collected for every 20 samples collected. Statistical analysis will be completed within ten business days following the day of sample receipt at the laboratory. A Level III data package will be provided for all analyses.

This includes assessment analysis for MW-22 now required by IDEM. Develop a record-keeping package and written Semi-Annual Monitoring Report of activities involved in the sampling, complete with significant aspects of the operation and copies of all necessary legal documentation (i.e. analytical reports, groundwater flow map, etc.). One

electronic copy of the report will be submitted to the Indiana Department of Environmental Management (IDEM) on the Warrick County Commissioners behalf. In addition, a digital dataset of the monitoring well sampling results will be maintained and submitted to IDEM through the Annual Monitoring Report. The digital dataset will be in an Excel spreadsheet format and shall include sample, duplicate and trip blank laboratory results and field measured parameters.

PAYMENT

The cost for the services described herein will be Sixteen Thousand Two Hundred Twenty Five Dollars (\$16,225.00). Any unforeseen cost overruns must be approved in writing by the Client and provided to the Consultant. The total amount will be due at the time the final report is completed and submitted to the Client.

Acceptance of this agreement constitutes the total agreement between Client and Consultant, and no promises, terms, or conditions not incorporated or referenced herein shall be binding upon either party. The terms of this agreement can be changed or modified only through a subsequent writing.

ADDITIONAL TERMS

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

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

Anti-discrimination. Pursuant to IC § 22-9-1-10, EMC shall not discriminate against any employee or applicant for employment, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

Contractor Assignment, Successors and Subcontracting. The Contractor shall not assign or subcontract the whole or any part of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative 30 days in advance of any payment schedule. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

2

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

ACCEPTANCE

Environmental Management Consultants, Inc. is hereby authorized to furnish all materials and labor required to complete the work referenced in the preceding Specific Services Agreement upon receipt of an authorized purchase order according to the terms of the above payment section or by signing below. Through issuance of a purchase order or by signing below, the Client agrees to pay the amount stated in said Specific Services Agreement and abide by the terms and conditions contained in the General Contract Conditions, which are incorporated herein by reference.

The term of this Agreement is for one year or two sampling events. The Consultant hereby accepts such engagement contingent upon this Specific Services Agreement and the conditions and terms set forth in the General Contract Conditions and the Invitation To Quote.

GOVERNING LAW

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

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

CLIENT

Warrick County Commissioners


Dan Saylor


Terry Phillips

Robert Johnson

CONSULTANT

Environmental Management Consultants, LLC


Roger Cohen
Director

Date: JANUARY 3, 2023

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

3

General Contract Conditions

1. **Termination:** Either the Client or EMC may terminate this Agreement at any time with or without notice. EMC shall be liable for the cost of termination, including but not limited to the reasonable costs of this Agreement, up to the date of termination, in accordance with the payment provisions of this Agreement.
2. **Reasonable and Feasible:** Any provision of this Agreement that is unreasonable, unenforceable, or otherwise voidable under applicable law shall be deemed to have been deleted from this Agreement. The Client agrees to pay the amount stated in said Specific Services Agreement and abide by the terms and conditions contained in the General Contract Conditions, which are incorporated herein by reference.
3. **Disclaimers:** EMC shall not be responsible for any reliance, in whole or in part, on the information provided by the Client or any other party. The Client understands that EMC is not a professional liability insurer and that the Client shall be responsible for obtaining such insurance. EMC shall not accept the liability of the Client or any other party for any loss or damage, including but not limited to the reasonable costs of this Agreement, up to the date of termination, in accordance with the payment provisions of this Agreement.
4. **Entire Agreement:** This Agreement, including all attachments, amendments, and modifications, shall constitute the entire agreement between the Client and EMC. No oral agreement, understanding, or arrangement shall be binding on either party. The Client agrees to pay the amount stated in said Specific Services Agreement and abide by the terms and conditions contained in the General Contract Conditions, which are incorporated herein by reference.
5. **Assignment:** EMC shall not assign or subcontract the whole or any part of this Agreement. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative 30 days in advance of any payment schedule. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
6. **Force Majeure:** In the event that EMC has been, or is about to be, affected by any natural disaster, or other event, beyond its reasonable control, which results in a significant delay or interruption of its performance under this Agreement, EMC shall be excused from its obligations under this Agreement for the duration of the delay or interruption. EMC shall not be liable for any loss or damage, including but not limited to the reasonable costs of this Agreement, up to the date of termination, in accordance with the payment provisions of this Agreement.
7. **Dispute Resolution:** In an effort to resolve any disputes that arise during or following the completion of this project, the Client and EMC agree that all disputes between them arising out of this Agreement shall be resolved through mediation. If mediation fails to resolve the dispute, the parties shall agree to submit to binding arbitration under the rules of the American Arbitration Association.

Inspection & Reporting

APPROVED FEB 13 2023

FILED
FEB 15 2023

SPECIFIC SERVICES AGREEMENT

This Specific Services Agreement, executed this *13th* day of *Feb*, 2023, by and between Warrick County Commissioners, 107 West Locust Street, Suite 301, Boonville, Indiana 47601, herein referred to as the Client, and Environmental Management Consultants, LLC (EMC), 427 Main Street, Evansville, Indiana 47708, herein referred to as Consultant.

WITNESSETH

The Client hereby engages the services of the Consultant to provide semi-annual (May and November) landfill inspection and reporting for the Warrick County Landfill No. 2 located at 47601, Boonville, Indiana. EMC agrees to provide services required by the Indiana Department of Environmental Management for Warrick County's closed landfill, which is under the jurisdiction of IDEM including without limitation the following services:

SCOPE OF WORK

1. Conduct semi-annual landfill inspections. These inspections will include the following items:
 - 6. Inspect and document: Road Conditions, Landfill Cap, Landfill Gas Monitoring Wells, Groundwater Monitoring, and other appropriate items. This proposal includes two inspection events (Spring and Fall).
2. Develop a record-keeping package and written Semi-Annual Landfill Inspection Report, complete with supporting inspection and copies of all necessary legal documentation. One electronic copy of the report shall be provided to the Department of Environmental Management (IDEM) on the Warrick County Commissioners' behalf.

PAYMENT

The cost for the services described herein will be One Thousand Nine Hundred Fifty Dollars (\$1,950.00) for the year. Any unforeseen cost overruns must be approved in writing by the Client and provided to the Consultant. The total amount will be due at the time the final report is completed and submitted to the Client.

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

ADDITIONAL TERMS

Independent contractor. It is understood and agreed by the parties that EMC is an independent contractor and shall perform the services according to his own means and methods and shall for all purposes be an independent contractor. Condition precedent. As a condition precedent to the County's obligations hereinafter set forth, the County must receive applicable authorization and appropriation of funds to fund its portion

of the Project in the amounts hereinafter set forth. If the County does not receive such authorization and appropriation, the contract is void pursuant to Indiana Code § 36-1-6-12(d).

Antidiscrimination. Pursuant to IC § 22-9-1-10, EMC shall not discriminate against any employee or applicant for employment to be employed in the performance of work hereunder, based on race, sex, religion, age, national origin, or ancestry. Branch of this covenant may be extended to include disability, national origin, or ancestry. Breach of this covenant may be regarded as a violation of applicable regulations and executive orders prohibiting discrimination in the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

Contractor Assignment, Successors and Subcontracting. The Contractor shall not assign or subcontract the whole or any part of this Agreement to any other party without the prior written consent of the Contract Representative, provided that the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative 30 days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

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

ACCEPTANCE

Environmental Management Consultants, Inc. is hereby authorized to furnish all materials and labor required to complete the work set forth in the Specific Services Agreement. Payment shall be made by check or money order according to the terms of the above payment section or by signing below. Through issuance of a purchase order or by signing below, the Client agrees to pay the amount stated in said Specific Services Agreement and abide by the terms and conditions contained in the General Contract Conditions, which are incorporated herein by reference.

The term of this Agreement is for one year or two inspection events. The Consultant hereby accepts such engagement contingent upon this Specific Services Agreement and the conditions and terms set forth in the General Contract Conditions and the Invitation To Quote.

GOVERNING LAW

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

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

CLIENT

Warrick County Commissioners

Dan Saylor
Dan Saylor
Terry Johnson

CONSULTANT

Environmental Management Consultants, Inc.

Terry Johnson
Terry Johnson
Director

Date: JANUARY 13, 2023

Robert Johnson

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

General Contract Conditions

Client and Environmental Management Consultants, Inc. ("EMC") hereby agrees to provide the following services to the Client as a part of their Agreement in conjunction with the following project: Methane Gas Detection Probes and Monitoring at the 36 Methane Gas Landfill No. 2, located at 111 Pelzer Road in Boonville, Indiana. The following terms and conditions shall apply to this Agreement and all interpretations of the Agreement shall be governed by the following:

- 6. **Termination:** Either the Client or EMC may terminate this Agreement at any time, with or without notice, by providing written notice to the other party. The Client's termination shall be effective as of the date of termination, in accordance with the termination provisions of this Agreement.
- 9. **Remediation and Liability:** Any provision of this Agreement that purports to indemnify or release the Client from liability for any environmental contamination or any other obligations arising prior to termination of this Agreement and all provisions of this Agreement that purport to release the Client from liability for any environmental contamination or any other obligations arising prior to termination of this Agreement shall be null and void. The Client shall remain liable for any environmental contamination or any other obligations arising prior to termination of this Agreement.
- 10. **Limitation of Liability:** In no event shall the Client be liable for any environmental contamination or any other obligations arising prior to termination of this Agreement and all provisions of this Agreement that purport to release the Client from liability for any environmental contamination or any other obligations arising prior to termination of this Agreement shall be null and void. The Client shall remain liable for any environmental contamination or any other obligations arising prior to termination of this Agreement.
- 11. **Disclaimers:** EMC shall not be responsible for any environmental contamination or any other obligations arising prior to termination of this Agreement and all provisions of this Agreement that purport to release the Client from liability for any environmental contamination or any other obligations arising prior to termination of this Agreement shall be null and void. The Client shall remain liable for any environmental contamination or any other obligations arising prior to termination of this Agreement.

Client and Environmental Management Consultants, Inc. ("EMC") hereby agrees to provide the following services to the Client as a part of their Agreement in conjunction with the following project: Methane Gas Detection Probes and Monitoring at the 36 Methane Gas Landfill No. 2, located at 111 Pelzer Road in Boonville, Indiana. The following terms and conditions shall apply to this Agreement and all interpretations of the Agreement shall be governed by the following:

- 1. **Definitions:** The following definitions shall apply to this Agreement and all interpretations of the Agreement shall be governed by the following:
 - "Specific Services Agreement" is that Specific Services Agreement executed by and between EMC and the Client, which sets forth the terms and conditions of the Specific Services Agreement.
 - "Services" are those services that the Client has engaged EMC to perform.
 - "Agreement" means the Specific Services Agreement and any other documents that are incorporated by reference into the Specific Services Agreement and are a part of the Specific Services Agreement.
 - "Client" means the Client and its successors, assigns, agents, representatives, employees, officers, directors, and other personnel.
 - "EMC" means Environmental Management Consultants, Inc. and its successors, assigns, agents, representatives, employees, officers, directors, and other personnel.
- 2. **Site Location and Access:** The Client shall designate an individual to act as the point of contact for EMC and shall provide EMC with access to the site at all times necessary for EMC to perform the Services. EMC shall not be liable for any damage to the site or any other property of the Client that may occur as a result of the Services.
- 3. **EMC's Responsibilities:** EMC shall be responsible for the design, installation, and maintenance of the Methane Gas Detection Probes and Monitoring system. EMC shall also be responsible for the collection, analysis, and reporting of the data generated by the system. EMC shall also be responsible for the calibration and verification of the system. EMC shall also be responsible for the training of the Client's personnel on the use of the system.
- 4. **Ownership of Data:** All data generated by the Methane Gas Detection Probes and Monitoring system shall be the property of the Client. EMC shall provide the Client with access to all data generated by the system. EMC shall also be responsible for the security of the data.
- 5. **Confidentiality:** EMC shall not disclose any confidential information of the Client to any third party without the prior written consent of the Client. EMC shall also be responsible for the protection of the Client's confidential information.
- 6. **Force Majeure:** In no event shall EMC be liable for any delay or non-performance of the Services due to any act of God, war, terrorism, strike, or other event beyond EMC's reasonable control. EMC shall not be liable for any delay or non-performance of the Services due to any act of God, war, terrorism, strike, or other event beyond EMC's reasonable control.
- 7. **Assignment:** EMC shall not assign, subcontract, or otherwise transfer any part of the Services to any third party without the prior written consent of the Client. EMC shall also be responsible for the performance of the Services by any subcontractors or other personnel.

Methane

APPROVED FEB 13 2023

SPECIFIC SERVICES AGREEMENT

WARRICK CO. AUDITOR

FILED FEB 15 2023

This Specific Services Agreement, executed this 13th day of Feb, 2023, is entered into, by and between Warrick County Commissioners, 107 West Locust Street, Suite 301, Boonville, Indiana 47601, herein referred to as the Client, and Environmental Management Consultants, L.L.C. (EMC), 427 Main Street, Evansville, Indiana 47708, herein referred to as Consultant.

WITNESSETH

The Client hereby engages the services of the Consultant to provide quarterly methane monitoring for the Gas Detection Probes and prepare methane monitoring reports for the Warrick County's closed landfill, which is under the jurisdiction of Environmental Management Consultants, L.L.C. (EMC), 427 Main Street, Evansville, Indiana 47708, herein referred to as Consultant.

SCOPE OF WORK

- 1. Conduct quarterly methane monitoring of the 36 methane gas detection probes installed along the perimeter of the Warrick County Landfill No. 2. Monitoring will include the use of a landfill gas measurement meter. Methane, oxygen, and carbon dioxide will be measured. The methane detectors inside the on-site office and shop building will also be checked on a quarterly basis.
- 2. Develop a record-keeping package and written Quarterly Methane Monitoring Report, complete with significant aspects of the monitoring and copies of all necessary legal documentation. One electronic copy of the report shall be provided to the Client by the Warrick County Commissioners' office. In addition, a digital dataset of the gas detection probe sample results will be maintained and submitted to IDEM with the Quarterly Methane Monitoring Reports. The digital dataset will be in an Excel spreadsheet format and shall include date, location, and sample results.

PAYMENT

The cost for the services described herein will be Four Thousand Three Hundred Dollars (\$4,300.00) for the year. Any unforeseen cost overruns must be approved in writing by the Client and provided to the Consultant. The total amount will be due at the time the final report is completed and submitted to the Client.

Acceptance of this agreement constitutes the total agreement between Client and Consultant, and no promises, terms, or conditions not incorporated or referenced herein shall be binding upon either party. The terms of this agreement can be changed or modified only through a subsequent writing.

ADDITIONAL TERMS

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

Condition precedent. As a condition precedent to the County's obligation hereunder set forth, the County must receive applicable authorization and appropriation of funds to fund its portion of the cost of the services described herein. The County shall not be obligated to provide such authorization and appropriation, the contract is void pursuant to Indiana Code § 36-2-9-12(c).

Anti-discrimination. Pursuant to IC § 22-9-1-10, EMC shall not discriminate against any individual in the recruitment, hiring, employment, or termination of any individual, with respect to the hire, terms of employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this contract may be regarded as a material breach of the contract. Acceptance of this agreement also signifies compliance with applicable federal laws, including but not limited to the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

Contractor Assignment, Successors and Subcontracting. The Contractor shall not assign or subcontract any part of the Services to any third party without the prior written consent of the Client. The Contractor shall be responsible for the performance of the Services by any subcontractors or other personnel.

NON-COLLUSION AND ACCEPTANCE. The undersigned attest, subject to the penalties for perjury, that they are the duly authorized representatives of the Client and that they have read and understand the terms and conditions of this Contract and that they have not received or paid any amount of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

ACCEPTANCE

Environmental Management Consultants, Inc. is hereby authorized to furnish all materials and labor required to complete the work referenced in the preceding Specific Services Agreement section or by signing below. Through this signature, the undersigned hereby certifies that the Client agrees to pay the amount stated in said Specific Services Agreement and article by the terms and conditions contained in the General Contract Conditions, which are incorporated herein by reference.

The term of this Agreement is for one year or four sampling events. The Consultant hereby accepts this agreement contingent upon this Specific Services Agreement and the conditions and terms set forth in the General Contract Conditions and the Invitation To Quote.

GOVERNING LAW

This agreement shall be construed in accordance with the laws of the State of Indiana. IN TESTIMONY WHEREOF, the parties hereto have executed this agreement.

CONSULTANT

Environmental Management Consultants, Inc.

Roger Cohen

Director

Date: February 3, 2023

CLIENT

Warrick County Commissioners

Dan Saylor

Terry Phillips

Robert Johnson

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

EMC's Technical Project Files To Project: 10441 1111 Peiper Road, Boonville, IN. Contract: Proposals 2023-Nicholas Manufacturing Company 2023-046

General Contract Conditions

- 1. Client and Environmental Management Consultants, Inc., an Indiana corporation (hereinafter referred to as EMC) and the Client have entered into an agreement for the Client to provide the following services... 2. EMC's Responsibilities... 3. EMC's Responsibilities... 4. Payment... 5. Payment... 6. Payment... 7. Dispute Resolution...

MEMORANDUM

TO: Warrick County Board of Commissioners

THRU: Ed Shon Manager Right of Way Services

Loehmueller Group, Inc.

RAW AGENT: Elizabeth A. Sullivan, Land Agent

RWS South, Inc.

DATE: 1/31/2023

SUBJECT: Recommendation for Administrative Settlement

The County's fair market value determination of \$211,500.00 for 0.139 acres of permanent right-of-way, 0.008 acres of temporary easement, land improvement, and damages was offered to the owners. They rejected this offer and the County is now proceeding with the acquisition of the property through eminent domain proceedings.

The County is required to make every reasonable effort to acquire and property expeditiously by agreement with owners, and to avoid litigation and relieve congestion in the courts. Reasonable efforts to negotiate an agreement at the appraised amount have failed. The property owner has demanded and believes additional compensation is an increase of 45% over the appraised value.

As an alternative, the condemnation process will take 4 to 6 months to clear the parcel, and on the average 1 year to complete the acquisition process. The County will incur legal fees up to \$10,000 in legal fees and if the owners receive a favorable jury award then the County must pay their legal fees up to \$25,000. Also, acquiring the parcel through eminent domain may jeopardize the project schedule. We believe, therefore, it is in the best interest of the County to settle this parcel for \$220,000.00. This is an increase of \$200.00 over the appraised amount, but a great deal of time and money can be saved by settling this parcel as proposed to acquiring it through condemnation.

In the interest of expediting the acquisition, keeping the project on schedule, and controlling costs, the County has determined that an administrative settlement is reasonable, prudent, and in the public interest.

THIS RECOMMENDATION APPROVED:

Terry J. Phillips, President

Robert H. Johnson, Jr., Vice President

Elizabeth A. Sullivan, Land Agent

WAIVER OF PARTIAL MORTGAGE RELEASE

MEMORANDUM FOR THE PARCEL FILE

Project: 1802049
Code: N/A
Parcel: 31
Road: Telephone Road
County: Warrick

Date: _____

The consideration for this parcel is \$38,100.00, all of which is for Land, Land Improvements, Temporary Right-of-Way, and Damages to the Remainder (of which \$15,050.00 is for land and improvements, and \$23,050.00 is for damages consisting of Severance Damages).

The appraiser estimated the value of the remaining property at \$211,900.00.

The appraiser did not estimate the value of the remaining property; however, it is has the following improvements: _____

The Warrick County Board of Commissioners waives the requirement that a partial mortgage release be obtained for the mortgage dated 1/17/1992, to Mid-West Federal Savings Bank, a line of credit in the amount of \$30,000.00, the term of which has expired and the principal balance is \$0.00, prior to payment.

In order to avoid unnecessary delays to this project, it is recommended that a policy of requiring a partial mortgage release prior to securing a parcel, be waived in this instance.

RECOMMENDED APPROVAL:

Edgar E. Slaton
Edgar E. Slaton, Right of Way Services Manager
Lochmueller Group, Inc.

APPROVED BY:

Warrick County Board of Commissioners

Signature: *[Signature]*
Print name and title: *Terry J. McAbet* President, Warrick County Commissioners



MEMORANDUM

TO: Warrick County Board of Commissioners

Project: 1802049; Telephone Road
County: Warrick
Parcel: 57
Owner: Sharon C. Komacki

THRU: Ed Slaton
Manager Right of Way Services
Lochmueller Group, Inc.

RW AGENT: Peggy A. Ralston, Right of Way Agent
Lochmueller Group, Inc.

DATE: 2/1/2023

SUBJECT: Recommendation for Administrative Settlement

The County's fair market value determination of \$16,895.00 for 870 SE of permanent right-of-way, 894 SE of temporary right-of-way, and land improvements, was offered to the Owner. The Owner rejected this offer and demanded an additional \$687.00 for the right-of-way to cure damages related to the fence relocation. The Owner has provided an estimate for \$2,522.00, which is a difference of \$687.00 for a total amount of \$17,282.00.

The County is required to make every reasonable effort to acquire real property expeditiously by agreements with owners, and to avoid litigation and relieve congestion in the courts. Reasonable efforts to negotiate an agreement at County's appraised value have failed. The Owner has demanded an additional \$687.00 for the parcel which represents a 4% increase over the appraised value.

As an alternative, the condemnation process will take 4 to 6 months to clear the parcel, and on the average 1 year to settle the case. The average settlement is 30% more than the offered amount. Plus, the County will incur an average of \$10,000 in legal fees and if the owners receive a favorable jury award then the County must pay their legal fees up to \$25,000. Also, acquiring the parcel through eminent domain may jeopardize the project schedule.

We believe, therefore, it is in the best interest of the County to settle this parcel for \$17,282.00. This is an increase of \$687.00 over the appraised amount, but a great deal of time and money can be saved by settling this parcel as opposed to acquiring it through condemnation.

In the interest of expediting the acquisition, keeping the project on schedule, and controlling costs, the County has determined that an administrative settlement is reasonable, prudent, and in the public interest.

THIS RECOMMENDATION APPROVED:

Terry J. McAbet, President

Robert H. Johnson, Jr., Vice President

[Signature]
Dan Saylor, McAbet

Cc: records

107 W. Locust
Boonville, Indiana 47601

Bob Johnson Dan Saylor Terry Phillippe

FORM OF PROPOSAL

- 1. Date: December 12, 2022 (Second I.T.R.)
- 2. Governmental Unit: Warrick County Commissioners (Dec. 14 - 2023 60 mins)
- 3. Item(s) or project being bid: Warrick County Judicial Flooring
- 4. Vendor: Creeks Flooring America
- 5. Agent or Contact Person: Bill Laverage 612-305-5387
- 6. BID PRICES:

	Materials Needed to Complete Project	Materials And Labor Cost
Total Square Foot of Carpet	32,514'	
Total Square Foot of Luxury Vinyl Plank	3,259'	
Total Linear Foot of Vinyl Cove Base	6900'	
Total Cost of Materials (Sales Tax Exempt)	149,500.00	
Total Cost of Labor-During Normal Business Hours	199,500.00	
Total Cost of Additional 10 Boxes of Carpet Tile	2000.00	
Total Cost of Additional 10 Boxes of LVP	860.00	
Total Job Cost	351,860.00	
Total Cost of Materials (Sales Tax Exempt)	149,500.00	
Total Cost of Labor-After Hours and/or Weekends	342,800.00	
Total Cost of Additional 10 Boxes of Carpet Tile	2000.00	
Total Cost of Additional 10 Boxes of LVP	860.00	
Total Job Cost	495,160.00	
Hourly Rate Per Square Foot-After Hours and/or Weekends	10.00'	

Pursuant to the notices given, the undersigned offers Warrick County in accordance with the following attachments specifying: class, item number, description, quantity, price and total amount. The contract will be awarded in accordance with specifications. Offeror promises that it has not offered nor received a less price than the price stated in its offer/proposal for the supplies included in its offer/proposal. Offeror further agrees that it will not withdraw its offer/proposal from the office in which it is filed. A certified check or bond shall be filed with each offer/proposal if required, and liability for breach shall be enforceable upon evidence of financial responsibility.

Signature of Offeror or Agent Bill Laverage