

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**  
REGULAR SESSION  
COMMISSIONERS MEETING ROOM  
107 W. Locust Street, Suite 303  
Boonville, Indiana  
March 13, 2023  
10:00 A.M.

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

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

President Terry Phillippe called the meeting to order at 10:00 A.M.

**PLEDGE OF ALLEGIANCE**

**AREA PLAN COMMISSION  
REQUEST TO REZONE  
PC-R-23-02 – ORDINANCE 2023-03**

APC Director Molly Barnhill presented two Requests to Rezone. The first was by D & L Investments of Newburgh, LLC, by Lynn Ogle, Member. It is to rezone .343 acres located on the west side of State Road 261 approximately 900 feet north of the intersection formed by State Road 261 and Fuquay Road from R-1, One Family Zoning District to C-4, General Commercial Zoning District. It's Ohio Township, 14-6-9, and was advertised in the Standard on February 2, 2023. The APC Board gave a unanimous positive recommendation for the rezoning at their last meeting held on, February 13, 2023, on the condition that a use and development commitment be filed. That has been done. This limits the use of the property to storage; wholesale warehouse; automotive retail and wholesale parts and equipment; automobile trailer and truck rentals; automobile truck, motorcycle and trailer sales, new and used; repair and service garage; other uses compatible to those set forth in this section which are specifically associated with Ogle Motorsports located at 2744 State Road 261, Newburgh, Indiana.

Krista Lockyear was present to represent the petitioners and owners of the property. The owners were present. They run the motorsports company that is across the street from the property in the discussion. She stated that the primary plan for the property was for a storage warehouse facility. With the Ogle Motorsports across the street, they did want to expand that and to keep their options open.

President Phillippe ask if anyone else had any comments or concerns.

Commissioner Saylor wanted clarification on where the property was. He was concerned about the proximity to the pre-school/daycare located in that area. There are also some storage units in this area. This property is just south of the storage lots. The daycare is on the other side of the storage lots. Ms. Lockyear explained that the use and development agreement was done for that very reason, to limit in that area what could be done with the property as it was a concern with the Planning Commission.

Dan Saylor made the motion to approve PC-R-23-02/Ordinance 2023-03. Bob Johnson seconded the motion. The motion carried 3-0.

*(Ordinance 2023-03 is located on Pages 18 through 19 of these Official Minutes)*

**PC-R-23-03 – ORDINANCE 2023-04**

The next rezoning was for PC-R-23-03/Ordinance 2023-04. Petitioner and owners were Raymond W. and Emily Jane Oeth Trust by Michael L. Oeth and Robert A. Oeth, Co-Trustees. It is to rezone 3.249 acres located on the north side of Elberfeld Road approximately 220 feet east of the intersection formed by Elberfeld Road and St. Johns Road from A, Agricultural and R-1, One Family Zoning District to M-1, Light Industrial Zoning District. The property is in Greer Township, 20-4-9, and was advertised in the Standard on February 2, 2023. The APC gave a unanimous positive recommendation at their meeting held on February 13, 2023. Ms. Barnhill stated that there was an existing business there for farm or farm implements.

George Oeth was present to discuss the rezoning. He stated that the business that is currently there is Oeth Farm Services. There is nothing changing there. They did do a minor subdivision, so this is putting it in compliance for the minor subdivision.

President Phillippe ask if there were any questions or comments from the Commissioners or the public.

Bob Johnson made the motion to approve PC-R-23-03/Ordinance 2023-04. Dan Saylor seconded the motion. Motion carried 3-0.

*(Ordinance 2023-04 is located on Pages 20 of these Official Minutes)*

**REQUEST FOR EXTENSION OF SURETY  
PEBBLE CREEK  
STREETS AND DRAINAGE**

Next, Ms. Barnhill presented the Pebble Creek Extension of Surety by Ruskam Development, LLC, by Muhammad Hussain, Partner. They are holding \$133,579.50 for street and drainage construction. They are requesting a one-year extension with an increased dollar amount, due to an increase in drainage, of \$138,579.50. They've had a letter of credit for four years and three months. (This was a correction from the fifteen years misprinted in the agenda). The letter of credit expires on April 8, 2023. The County Engineer, Bobby Howard, has signed off on the amount.

Jim Morley, Jr. was present to discuss the extension. He questioned the revised numbers and asked if Mr. Howard had made changes because he didn't know that his numbers had gone up. He also didn't feel that Pebble Creek had been there fifteen years. Ms. Barnhill stated that it was about five years. Mr. Howard wasn't aware of any changes. Bob Johnson said the increase was about \$5,000 for the drainage. Ms. Barnhill stated that the total amount for Pebble Creek \$242,576.95 and that Mr. Howard had signed off on this amount. This amount included the amount being held for the sidewalks which did not need approval. Ms. Barnhill was concerned that the agenda was not correct in the figures. Mr. Morley was okay with whatever they had submitted and Mr. Howard had signed off on. He just didn't remember it going up. Dan Saylor asked if the correct figures needed to be read into the record.

Ms. Barnhill gave the following figures to be read into the record: streets at \$127,229.50, sidewalks at \$81,945.00, and miscellaneous for retainage (drainage) at \$11,350.00 for a total of \$242,576.95. This would be for a one-year extension. Ms. Barnhill included the sidewalks which didn't need to be approved; only the streets and drainage at a combined total of \$138,579.50 as was stated in the agenda.

President Phillippe asked for any further comments or questions. Dan Saylor made the motion to approve the stated amount for \$242,576.95 (again this amount included the sidewalks that did not need to be approved). Bob Johnson seconded the motion. The motion carried 3-0.

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

**REQUESTER FOR REDUCTION OF SURETY  
BELLEVUE SUBDIVISION SECTION 1  
CD REAL ESTATE.**

Ms. Barnhill presented a Request for Reduction of Surety for CD Real Estate. They are holding three letters of credit totaling \$64,425.00 for street, sidewalk, and drainage construction. They're requesting a one-year extension with a reduced dollar amount of \$23,475.00. They've had this for eight years and it expires April 8, 2023.

Bobby Howard asked if this was the one where the drainage was increased. Ms. Barnhill said it was. He just wanted to make sure the dollar amounts matched. The stated amounts were: drainage at \$8,300.00; streets at \$16,215.00; and sidewalks at \$3,960.00 for a total of \$28,475.00. This was higher than the requested agenda amount of \$23,475.00. The request was for \$3,300.00 for the drainage, but Surveyor Phil Baxter signed off on \$8,300.00 for the drainage which made the total reduction to be signed off on \$28,475.00. The County Engineer is good with the numbers and has signed off on the \$28,475.00.

Dan Saylor made the motion to approve the reduction. Bob Johnson seconded the motion. The motion carried 3-0.

*(Bellevue Subdivision is located on Pages 7 through 8 of these Official Minutes)*

**STREET ACCEPTANCE  
GATEWAY PLACE SECTION 2**

Ms. Barnhill presented a Street Acceptance for Gateway Place, Section 2 by Herbert Grimm and Robert Grimm, owners. This is for Orthopaedic Drive, 450.0 lineal feet. They are holding \$40,000.00 in escrow. They have had two years. The surety expires April 15, 2023. The County Engineer has signed off on the acceptance and recommended approval. They were in compliance with the approved plan.

Bob Johnson approved the street acceptance. Dan Saylor seconded the motion. The motion carried 3-0.

*(Gateway Place is located on File in the Auditor's Office)*

**STREET CONSTRUCTION PLANS  
PP-23-02 DEER CREEK II**

Street Construction Plans for Deer Creek II, PP-23-02, were presented. Petitioners/owners are John R. and Linda K. Stoltz. It's approximately 7.94 acres located on the south side of Ayrshire Road approximately 0 feet southeast from the intersection formed by Ayrshire Road and Stephenson Station Road. Being Lots 1, 2 and 3 in Deer Creek Subdivision recorded in Document #2022R-007622 in Campbell Township, 29-5-9. It was advertised in the Standard March 2, 2023.

Jim Morley, Jr. was present for any questions. He said it was the same subdivision that came before the Drainage Board. They've got three, 2 ½ acre lots, they are reconfiguring into different 2 ½ acre lots. They are seeking no road improvements.

County Engineer Bobby Howard stated that there was a dollar amount for a residential drive or shared drive and a certificate of compliance that was approved. So, he would recommend approval.

Dan Saylor made a motion to approve the street construction plans. Bob Johnson seconded the motion. The motion carried 3-0.

*(Deer Creek II is located on Pages 8 through 9 of these Official Minutes)*

**PP-23-03 BRAXTON-COLT PLACE**

Street Construction Plans for Braxton-Colt Place, PP-23-03, were presented. Petitioner/owner is Sean Miller and Brittany Drone. It's approximately 0.91 acres located at the end of McDaniel Drive approximately 500 feet northeast from the intersection formed by Fuquay Road and McDaniel Drive. Being Lot 13 in the corrected plat of Paradise View Subdivision recorded in Document #1997R-0011195 and being Lot 2 in Trey Minor Subdivision recorded in Document #2007R-000731. It is in Ohio Township, 14-6-9. It was advertised in the Standard, March 2, 2023. They are requesting no improvements to McDaniel Drive.

Jim Morley, Jr. was also present to answer any questions for these street construction plans. He stated it was the same thing to come before Drainage Board. They are adding on to the backyard of a house on a dead-end cul-de-sac and seeking no improvements.

Mr. Howard recommended approval of the plans.

Dan Saylor made the motion to approve PP-23-03. Bob Johnson seconded the motion. The motion carried 3-0.

*(Braxton-Colt is located on Page 10 of these Official Minutes)*

**ACTION AGENDA  
APPROVAL OF MINUTES  
FEBRUARY 27, 2023**

The minutes from the February 27, 2023 Commissioner meeting were presented for approval. Dan Saylor made the motion to approve. Bob Johnson seconded the motion. The motion carried 3-0.

**COUNTY ADMINISTRATOR  
CONSENT AGENDA  
CERTIFIED CLAIMS – PAYROLL  
CANCELATION ORDER FOR FOUR HIGHWAY DEPARTMENT TRUCKS AT  
LAW CHEVROLET  
APPROVAL OF ORDER OF FOUR TRUCKS WITH BACHMAN COMMERCIAL SALES  
ACCEPTANCE OF ESTIMATE FROM MCDANIEL CONSTRUCTION  
CLERKS MONTHLY REPORT - TREASURER'S MONTHLY REPORT  
SURPLUS DECLARATION HIGHWAY DEPARTMENT VEHICLE  
INDEPENDENT CONTRACTOR AGREEMENT WITH HEALTH DEPARTMENT**

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

- County Auditor Claims Voucher Report Dates 3/1/2023 through 3/14/2023
- Payroll Date 3/10/2023
- Cancellation of four Highway Department trucks ordered at Law Chevrolet due to lack of GM production approval through Law Chevrolet.
- Approval of order of four Highway Department trucks with Bachman Commercial Sales
- Acceptance of Estimate from McDaniel Construction for the damaged roof on Storm Water building that occurred from a storm on 3/3/2023
- Clerk's monthly report for January 2023
- Treasurer's monthly report for January 2023
- Surplus declaration for Highway Department of a Dodge Charger with the ending VIN#288158
- Independent Contractor Agreement with the Health Department for Katrina Sizemore

Bob Johnson asked Bobby Howard about the Highway Department damage from the storm. Dan Saylor asked if he was talking about the lean-to roof. Commissioner Johnson thought it was for Storm Water and were they going to proceed with that? Commissioner Saylor said they were and that was the one with the hole in the roof.

Dan Saylor made the motion to approve the items on the Consent Agenda. Bob Johnson seconded the motion. The motion carried 3-0.

*(Certified Claims are located on Pages 11 through 12 of these Official Minutes)*

*(Payroll is located on Page 13 of these Official Minutes)*

*(Truck Cancellation and reorder is located on File in the Auditor's Office)*

*(McDaniel Construction Paperwork is located on Pages 15 through 16 of these Official Minutes)*

*(Clerk's Report is located on Page 13 of these Official Minutes)*

*(Treasurer's Report is located on Page 13 of these Official Minutes)*

*(Katrina Sizemore Independent Contractor Agreement is located on Pages 17 through 18 of these Official Minutes)*

### **COUNTY ENGINEER/HIGHWAY GRIMM ROAD SIDEWALK PLAN APPROVAL**

County Engineer/Highway Superintendent had two items to present to the Commissioners. The first was the Grimm Road Sidewalk Plan. This would be on Grimm Road starting in front of the assisted living/senior facility on the west side of the roadway going north to the convenient store. Economic Development will be involved with the project. Jim Morley, Jr. was also present to answer any questions.

Bob Johnson made the motion to approve the sidewalk plan. Dan Saylor seconded the motion. The motion carried 3-0.

*(Grimm Road Sidewalk Plan is located on File in the Auditor's Office)*

### **DISTRICT 1 HIGHWAY BUILDING FEBRUARY PAY APP**

Mr. Howard presented the February Pay App for Danco for construction on the District 1 Highway Department building in the amount of \$25,444.44. He would recommend approval. He also stated it had been signed off on by the designer.

Commissioner Johnson asked what the amount left to finish was. Mr. Howard said it was \$27,673.34 to finish. He also stated that they are holding \$91,896.85 in retainage.

Commissioner Saylor asked if Mr. Howard could give a rundown on what was left to do on construction and where they were at on the time frame. Mr. Howard said they are still waiting on a generator and some thermostat installs and materials. The generator was supposed to have been in last month, but there was a hold up. They are hoping to finish at the end of April or beginning of May. Mr. Howard also stated that with the sewer department, the tap fee will reduce, because of a recoupment contract, if the County waits until after May 1<sup>st</sup>. They will save \$11,900.00 on that. So, everything should be in about the same time frame. Mr. Howard believes as far as the concrete pad for the fuel system, the Storm Water Department got the rock pad built to the area they want it. It's staked and ready for the contractor to pour. Commissioner Phillippe asked if the concrete would be done about the same time. Mr. Howard hopes so, but they are still waiting on some sewer work. That all should be done sometime this month.

Commissioner Saylor asked if the conduit got moved. Mr. Howard stated that it did.

Commissioner Phillippe asked about work on the building that had been damaged in the storm. Mr. Howard stated that Sherrie Sievers was going to work on some quotes on an end wall on the area that's left. Commissioner Saylor voiced concerns about making sure that the building would be structurally sound. Mr. Howard stated that they would make sure it was sound.

Dan Saylor made a motion to approve the February Pay App. Bob Johnson seconded the motion. The motion carried 3-0.

*(Danco February Pay App is Located on Pages 14 Through 15 Of These Official Minutes)*

### **SHERIFF ARPA FUNDS – PURCHASE OF DRONES**

Sheriff Mike Wilder came before the Commissioners along with Lieutenant Greg Flowers and asked them to entertain the purchase of drones by the Sheriff's Department. They currently have some that are outdated and technology has changed. He stated that in the last two weeks, they would have used the drones several times. They could also be used for various things including accident reconstruction, manhunts, and missing persons. Ideally, they would like to purchase five. They are different sizes and serve different purposes. Because of the cost, he would like to see if he could get ARPA funds if they're still available or another funding option to help offset some of his costs. Sheriff Wilder feels this is a big thing for public safety. EMA does have a drone, but they aren't going to be able to come out every time they have a need and calling them adds to the response time. It would be a great benefit for the Sheriff's Office to have their own program. Having multiple drones is also a benefit because of battery times. Most only last for about twenty to thirty minutes, so you have to constantly bring them up and down. Lieutenant Flowers is the only licensed pilot they have currently with eight or nine others in training right now. Total cost would be \$38,000.00, but he really just asking for half of the cost to offset his costs and he could come up with the rest.

Commissioner Phillippe said there would need to be a discussion with the Grants Department including the necessary paperwork filed and whether it could be approved based on the appropriate paperwork coming into play. Attorney Skinner said that it could.

President Phillippe also asked, if the purchase was made, if the Sheriff would be willing to use the drones for other things County related such as nuisance inspections. Sheriff Wilder didn't feel this would be a problem.

Bob Johnson made the motion to approve the half amount of \$19,000.00 for the purchase of drones for the Sheriff's Department contingent on the paperwork approval through the Grants Department. Dan Saylor seconded the motion. The motion carried 3-0.

**COUNTY ATTORNEY  
CASTLE NIGHTINGALES AND NIGHT SENSATIONS**

Attorney Andrew Skinner stated that the Castle High School Nightingales and Night Sensations are going to state and it is customary for the Show Chorus to do a state send off parade, as the busses are going through, down on Warrick Trails Drive. He could coordinate with the Sheriff's Department on the closure. This would be around 4:00 PM on Friday, March 17, 2023.

The Commissioners had no issues with this and asked the Sheriff if this would be a problem. The Sheriff was okay with the road closure and they will coordinate to make sure everything is covered for the closure. He suggested Attorney Skinner speak with Lieutenant Waters.


Dan Saylor made the motion to approve the closure. Bob Johnson seconded the motion. The motion carried 3-0.

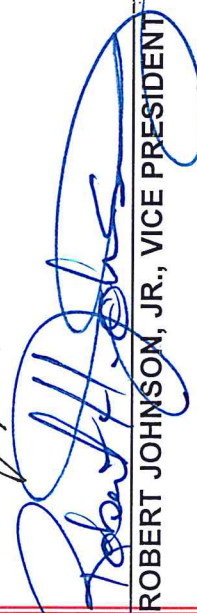
**ADJOURNMENT**

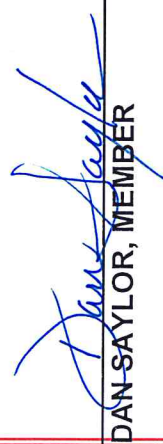
The next Commissioners' meeting will be held on March 27, 2023 at 4:00 PM in the Commissioners' meeting room. Bob Johnson made the motion to adjourn. Dan Saylor seconded the motion. The motion carried 3-0.

**ADJOURNMENT:** Meeting adjourned at 10:32 P.M.

**WARRICK COUNTY BOARD OF COMMISSIONERS**

  
TERRY PHILLIPPE, PRESIDENT

  
ROBERT JOHNSON, JR., VICE PRESIDENT

  
DAN SAYLOR, MEMBER

ATTEST:  
  
MICHAEL J. DIETSCH, AUDITOR  
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

Pebble Creek Subdivision  
Request for streets & driveways  
Ruskam Development, LLC  
3/14/2023

BOARD OF COMMISSIONERS:

*[Signature]*  
President  
Member  
*[Signature]*  
Member

ATTEST:

*[Signature]*  
Auditor  
DATE: 3-14-2023

# M MORLEY

ARCHITECTS | ENGINEERS | SURVEYORS

February 28, 2023  
Warrick County Engineer's Office  
Attn: Bobby Howard  
107 W. Locust Street, Suite 203  
Bloomington, IN 47401

Re: Pebble Creek Subdivision  
Letter of Credit Reduction  
Morley Project # 11896.4.002A

Dear Bobby,

The following remaining work needs to be completed:

**ENTRANCES:**  
Van Road Entrance  
Bell Road Entrance (Completed)  
**Streets:**  
Pebble Creek Drive - Surface Coat  
Montgomery Court - Surface Coat  
Sawyer - Surface Coat  
**SUBTOTAL FOR STREETS**

1.0	LS	@	\$	2,500.00	\$	2,500.00
0.0	LS	@	\$	15,000.00	\$	-
1,796.3	LF	@	\$	35.00	\$	62,870.50
530.3	LF	@	\$	35.00	\$	18,560.50
1,237.1	LF	@	\$	35.00	\$	43,298.50
					\$	127,229.50

**Sidewalks:**  
At the time of our inspection, the following sidewalks were COMPLETE: 3526 Sand Dr, 3523, 3529, 3547, 3559, 3563, 3585, 3579, 3571, 3565, 3557, 3551, 3543, 3537, 3531, 3525, 3519, 3513, 3507, 3501, 3495, 3489, 3483, 3477, 3471, 3465, 3459, 3453, 3447, 3441, 3435, 3429, 3423, 3417, 3411, 3405, 3399, 3393, 3387, 3381, 3375, 3369, 3363, 3357, 3351, 3345, 3339, 3333, 3327, 3321, 3315, 3309, 3303, 3297, 3291, 3285, 3279, 3273, 3267, 3261, 3255, 3249, 3243, 3237, 3231, 3225, 3219, 3213, 3207, 3201, 3195, 3189, 3183, 3177, 3171, 3165, 3159, 3153, 3147, 3141, 3135, 3129, 3123, 3117, 3111, 3105, 3099, 3093, 3087, 3081, 3075, 3069, 3063, 3057, 3051, 3045, 3039, 3033, 3027, 3021, 3015, 3009, 3003, 2997, 2991, 2985, 2979, 2973, 2967, 2961, 2955, 2949, 2943, 2937, 2931, 2925, 2919, 2913, 2907, 2901, 2895, 2889, 2883, 2877, 2871, 2865, 2859, 2853, 2847, 2841, 2835, 2829, 2823, 2817, 2811, 2805, 2799, 2793, 2787, 2781, 2775, 2769, 2763, 2757, 2751, 2745, 2739, 2733, 2727, 2721, 2715, 2709, 2703, 2697, 2691, 2685, 2679, 2673, 2667, 2661, 2655, 2649, 2643, 2637, 2631, 2625, 2619, 2613, 2607, 2601, 2595, 2589, 2583, 2577, 2571, 2565, 2559, 2553, 2547, 2541, 2535, 2529, 2523, 2517, 2511, 2505, 2499, 2493, 2487, 2481, 2475, 2469, 2463, 2457, 2451, 2445, 2439, 2433, 2427, 2421, 2415, 2409, 2403, 2397, 2391, 2385, 2379, 2373, 2367, 2361, 2355, 2349, 2343, 2337, 2331, 2325, 2319, 2313, 2307, 2301, 2295, 2289, 2283, 2277, 2271, 2265, 2259, 2253, 2247, 2241, 2235, 2229, 2223, 2217, 2211, 2205, 2199, 2193, 2187, 2181, 2175, 2169, 2163, 2157, 2151, 2145, 2139, 2133, 2127, 2121, 2115, 2109, 2103, 2097, 2091, 2085, 2079, 2073, 2067, 2061, 2055, 2049, 2043, 2037, 2031, 2025, 2019, 2013, 2007, 2001, 1995, 1989, 1983, 1977, 1971, 1965, 1959, 1953, 1947, 1941, 1935, 1929, 1923, 1917, 1911, 1905, 1899, 1893, 1887, 1881, 1875, 1869, 1863, 1857, 1851, 1845, 1839, 1833, 1827, 1821, 1815, 1809, 1803, 1797, 1791, 1785, 1779, 1773, 1767, 1761, 1755, 1749, 1743, 1737, 1731, 1725, 1719, 1713, 1707, 1701, 1695, 1689, 1683, 1677, 1671, 1665, 1659, 1653, 1647, 1641, 1635, 1629, 1623, 1617, 1611, 1605, 1599, 1593, 1587, 1581, 1575, 1569, 1563, 1557, 1551, 1545, 1539, 1533, 1527, 1521, 1515, 1509, 1503, 1497, 1491, 1485, 1479, 1473, 1467, 1461, 1455, 1449, 1443, 1437, 1431, 1425, 1419, 1413, 1407, 1401, 1395, 1389, 1383, 1377, 1371, 1365, 1359, 1353, 1347, 1341, 1335, 1329, 1323, 1317, 1311, 1305, 1299, 1293, 1287, 1281, 1275, 1269, 1263, 1257, 1251, 1245, 1239, 1233, 1227, 1221, 1215, 1209, 1203, 1197, 1191, 1185, 1179, 1173, 1167, 1161, 1155, 1149, 1143, 1137, 1131, 1125, 1119, 1113, 1107, 1101, 1095, 1089, 1083, 1077, 1071, 1065, 1059, 1053, 1047, 1041, 1035, 1029, 1023, 1017, 1011, 1005, 999, 993, 987, 981, 975, 969, 963, 957, 951, 945, 939, 933, 927, 921, 915, 909, 903, 897, 891, 885, 879, 873, 867, 861, 855, 849, 843, 837, 831, 825, 819, 813, 807, 801, 795, 789, 783, 777, 771, 765, 759, 753, 747, 741, 735, 729, 723, 717, 711, 705, 699, 693, 687, 681, 675, 669, 663, 657, 651, 645, 639, 633, 627, 621, 615, 609, 603, 597, 591, 585, 579, 573, 567, 561, 555, 549, 543, 537, 531, 525, 519, 513, 507, 501, 495, 489, 483, 477, 471, 465, 459, 453, 447, 441, 435, 429, 423, 417, 411, 405, 399, 393, 387, 381, 375, 369, 363, 357, 351, 345, 339, 333, 327, 321, 315, 309, 303, 297, 291, 285, 279, 273, 267, 261, 255, 249, 243, 237, 231, 225, 219, 213, 207, 201, 195, 189, 183, 177, 171, 165, 159, 153, 147, 141, 135, 129, 123, 117, 111, 105, 99, 93, 87, 81, 75, 69, 63, 57, 51, 45, 39, 33, 27, 21, 15, 9, 3, 0. Thus, approximately 5,463 feet of sidewalk remains to be installed.

**Sidewalks**  
5,463 LF @ \$ 15.00 \$ 81,945.00  
**SUBTOTAL FOR SIDEWALKS**

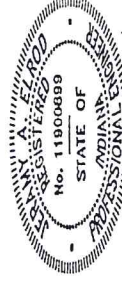
**Miscellaneous:**  
Retention Basin  
Final Grading and Seeding  
**SUBTOTAL FOR MISCELLANEOUS**

1	LS	@	\$	3,850.00	\$	3,850.00
1	LS	@	\$	5,000.00	\$	5,000.00
					\$	2,500.00
					\$	11,350.00
					\$	220,524.50
					\$	127,229.50
					\$	242,197.00

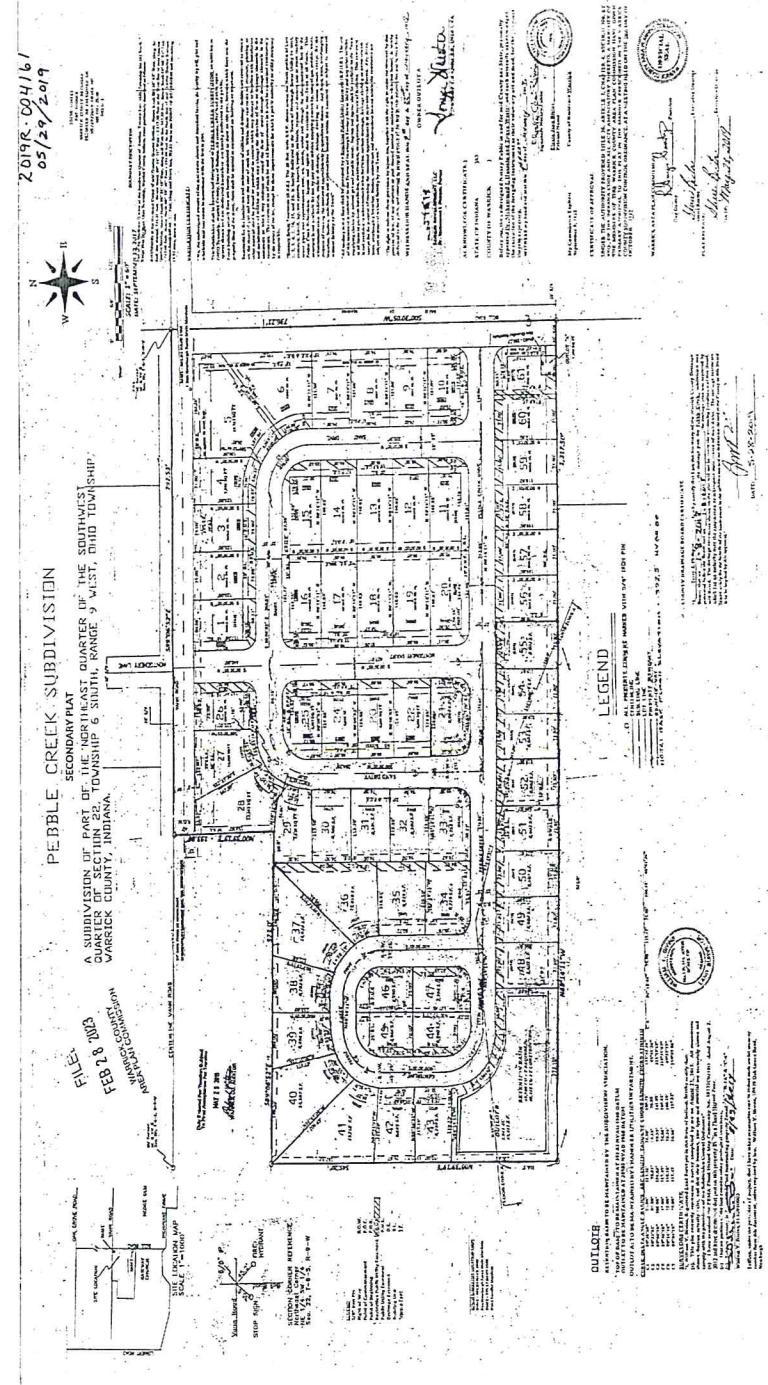
Sincerely,

*[Signature]*  
Jeremy Elrod  
Indiana Registration No. 11900899

FILED  
FEB 28 2023  
ARCHITECTS & ENGINEERS  
CC: File



*[Signature]*  
2/28/2023  
*[Signature]*



Bellevue Subdivision Sec. 1  
Request for streets, drainage, & sidewalk reduction  
Chris Combs  
3/14/2023

BOARD OF COMMISSIONERS:  
President \_\_\_\_\_  
Member \_\_\_\_\_  
Member \_\_\_\_\_  
Member \_\_\_\_\_

ATTEST:

Auditor: \_\_\_\_\_  
Date: 3-17-2023



March 7, 2023

Warrick County Area Plan Commission  
100 West State Street  
Courthouse, Room 201  
Boonville, IN 47601

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

The construction of the roadways within the subject project is partially complete and ready for inspection. All streets were constructed with 1 1/2 inches of bituminous surface, 2 1/4 inches of curb and gutter, six inches of compacted aggregate base (No. 53 stone) and 2" concrete roll items remaining to be completed:

- 1. 6 - Thermoplastic Stop Bars - \$600.00
- 2. (6) Stop Signs & (4) Street Signs - \$3,000.00  
Sub-total Cost to Complete Street Construction - \$3,600.00  
1.0% Contingency - \$360.00

**Total Cost to Complete Street Construction = \$3,960.00**

We ask that you inspect the improvements and approve the cost estimate. If you have any questions or require additional information, please contact our office.

Sincerely,

Glen Meritt, Jr.  
Project Engineer

cc: File

FILED

MAR 07 2023

ARRA/HUNTS COMMISSION

414 OTWABEL BOWLE, SUITE B  
EVANSVILLE, IN 47715

PH: 812.401.8861  
FAX: 812.401.8860



March 7, 2023

Warrick County Area Plan Commission  
100 West State Street  
Courthouse, Room 201  
Boonville, IN 47601

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

A portion of the sidewalks have been constructed within Bellevue Subdivision - Section 1. Items remaining to be completed:

- 1. 640-LF of 4' sidewalk on Angel Drive @ \$15.00/LF - \$9,600.00
- 2. 610-LF of 4' sidewalk on Chaddock Drive @ \$15.00/LF - \$9,150.00
- 3. 247-LF of 4' sidewalk on Chaddock Drive @ \$15.00/LF - \$3,705.00
- 4. 133-LF of 4' sidewalk on Terrace Drive @ \$15.00/LF - \$1,995.00

**Total Cost to Complete Sidewalk Construction = \$16,215.00**

We ask that you approve the sidewalk cost estimate.

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

Sincerely,

Glen Meritt, Jr.  
Project Engineer

cc: File

FILED

MAR 07 2023

ARRA/HUNTS COMMISSION

414 OTWABEL BOWLE, SUITE B  
EVANSVILLE, IN 47715

PH: 812.401.8861  
FAX: 812.401.8860



March 7, 2023

Warrick County Area Plan Commission  
Court House - Room 201  
Boonville, IN 47601

RE: Bellevue Subdivision - Section 1  
Drainage Certification  
Our Project No.: 15-2195

A portion of the drainage improvements required for Bellevue Subdivision - Section 1 are in place and have been constructed in relative conformance with the approved drainage plan. Items remaining to be completed:

- Clean out storm sewer structures - \$3,000.00
- Sub-total Cost to Complete Drainage Construction = \$3,000.00
- 10% Contingency = \$300.00

**Total Cost to Complete Drainage Construction = \$3,300.00**

We ask that you inspect the improvements and approve the cost estimate.

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

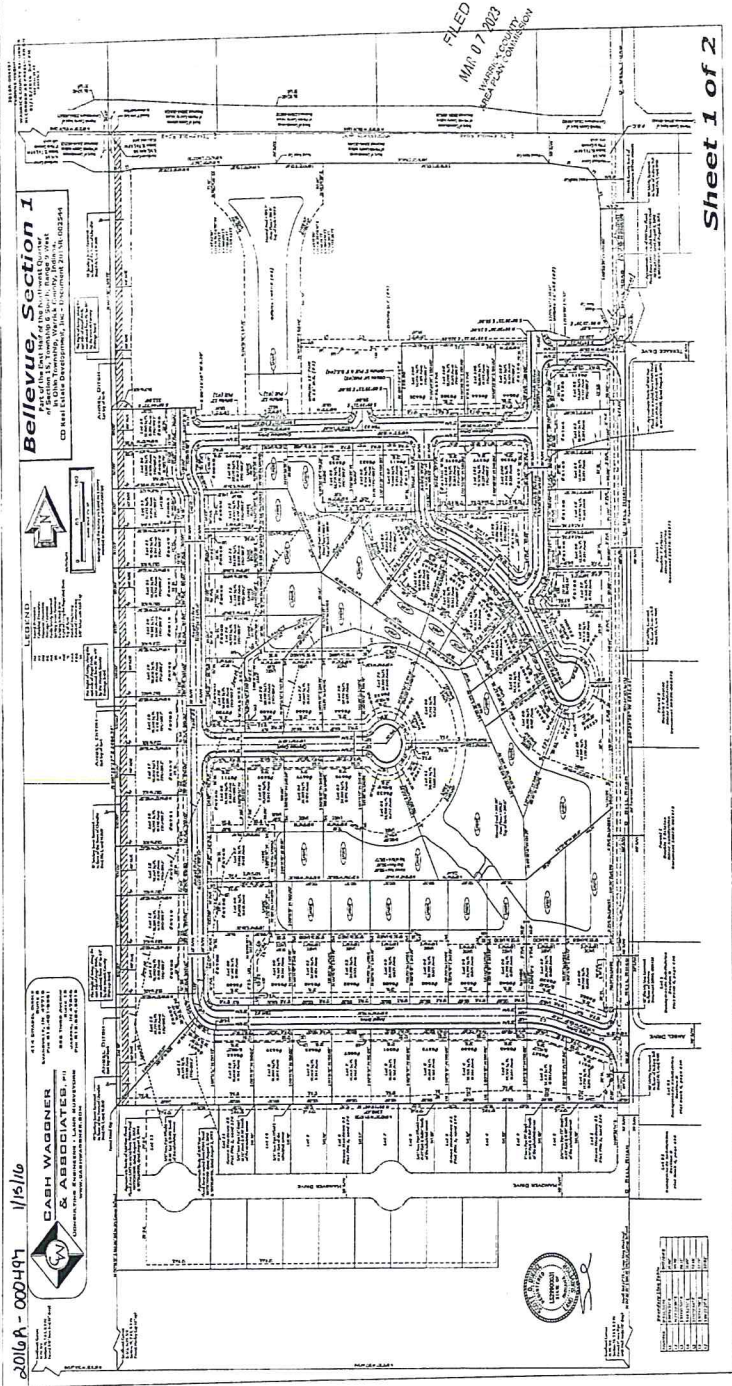
Sincerely,  
CASH WAGNER & ASSOCIATES, P.C.  
Glen Moritt Jr., P.E.  
Project Engineer

File

*Glen Moritt Jr.*  
 FILED  
 MAR 07 2023  
 WARRICK COUNTY  
 AREA PLAN COMMISSION

3.9.23  
\$5300

EVANSVILLE - JARREN  
WWW.CASHWAGNER.COM



FILED

MAR 09 2023

WARRICK COUNTY  
AREA PLAN COMMISSION

WARRICK COUNTY, INDIANA  
Board of County Commissioners  
Court House  
Boonville, IN 47601

Certificate of Compliance - Deer Creek II  
Plan and Specifications - Street Construction

Submission Date: March 7, 2023

Probable Start Construction: April 2023

Probable Finish Construction: April 2028

Project Location: Property located southeast of the intersection formed by Ayrshire Road and Stevenson Station Road.

Describe in detail type of street construction:

No new streets will be constructed.

All storm sewers shall be Reinforced Concrete Pipe (RCP) as specified in the construction plans.

Lawn area within the roadway right-of-way and all drainage ditches and swales to be seeded.

TOTAL Streets -	\$0
TOTAL Signs -	\$0
TOTAL Miscellaneous -	\$0
TOTAL Storm Sewer - See attached engineer cost estimate	\$0
TOTAL Sidewalks -	\$0



I, the Owner of the above named subdivision certify that the information given above is correct and I will build all named streets accordingly and in compliance with the plans and specifications as submitted and attached hereto.

Owner name: John E. Stok  
Signature: *John E. Stok*  
Address: 8810 East Base Rd  
Oakland City, IN 47660

Owner name: Jada K. Stok  
Signature: *Jada K. Stok*  
Address: 8810 East Base Rd  
Oakland City, IN 47660

I certify that to the best of my knowledge and belief:

That these plans and specifications for this subdivision are in compliance with the standards for road and street construction as set forth in the subdivision control ordinance for Warrick County, Indiana.

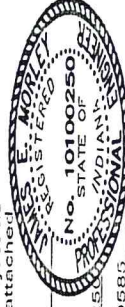
That the plans and specifications as presented and attached hereto are under my dominion and control and were created by me and my employees.

Typed Name: James E. Morley  
Engineer:  Licensed Land Surveyor  
Address: 4800 Rosebud Lane, Newburgh, IN 47630  
Ind. Reg. No. 10100250  
Phone No. 812-464-9585  
SEAL



I will perform reasonable and periodic inspection of this project during construction to determine that such construction is in accordance with the plans and specifications approved by the Board of County Commissioners, Warrick County, Indiana, and attached hereto.

Typed Name: James E. Morley  
Engineer:  Licensed Land Surveyor  
Address: 4800 Rosebud Lane, Newburgh, IN 47630  
Ind. Reg. No. 10100250  
Phone No. 812-464-9585  
SEAL



Reviewed By: Area Plan Commission  
Date: \_\_\_\_\_ Comments: \_\_\_\_\_

Reviewed By: County Engineer  
Date: \_\_\_\_\_ Comments: \_\_\_\_\_

Approval granted by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By: *James E. Morley*  
President  
Member  
Member

Attest:  
County Auditor: *David Sayre*  
Member

Additional Space for Comments:

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications for street construction shall be submitted to the Board of County Commissioners and the approved copies shall be filed with the offices of the Area Plan Commission and the Engineer. The Engineer shall receive a copy of the Certificate of Compliance and the property owner shall receive a copy.



March 6, 2023  
Warrick County Area Plan Commission  
Courtthouse - Room 201  
Boonville, IN 47601

Deer Creek II  
CCC Cost Estimate  
1 of 1

ARCHITECTS | ENGINEERS | SURVEYORS  
FILED  
MAR 07 2023  
WARRICK COUNTY  
AREA PLAN COMMISSION

LETTER OF CREDIT AMOUNTS  
APPROVED BY:  
*Bobby Howard*  
Bobby Howard, PE  
Warrick County Engineer

Re: Deer Creek II  
Engineer Cost Estimate for Primary Plat  
Morley Project #12219.4.001-C

	Engineer's Cost Estimate	
	Qty	Unit
Storm Sewers	40	LF
15" RCP		@
Subtotal for Storm Sewers	Unit Cost	Estimated Cost
	\$40.00	\$ 1,600.00
Gravel Drive Entrances		
Excavation and Grading	1	LS
6" Compacted Aggregate	19	TON
Subtotal for Storm Sewers	Unit Cost	Estimated Cost
	\$29.00	\$ 551.00
<b>TOTAL COST ESTIMATE</b>		<b>\$ 3,151.00</b>



Engineer's Cost Estimate prepared and respectfully submitted by:

*James E. Morley*

James E. Morley, P.E.  
Indiana Registration No. 10100250  
Date Prepared: March 6, 2023

Braxton-Colt Place  
Request for no street improvements  
Sean Miller & Brittany Miller  
3/14/2023

BOARD OF COMMISSIONERS:

President  
Member  
Member

ATTEND:

Auditor  
Date: 3-14-2023



ARCHITECTS | ENGINEERS | SURVEYORS

February 7, 2023  
Warrick County Engineer's Office  
Attn: Bobby Howard, PE  
107 W Locust St, Suite 208 Courthouse  
Boonville, IN 47601

Re: Braxton-Colt Place  
Request for No Road Improvements  
Morley Project # 12287.1.001A

Dear Bobby:

On behalf of the subdividers, Sean Miller and Brittany Miller, we are requesting that this project require no road improvements to McDaniel Drive. The subdivision consists of combining 2 subdivided lots into 1 and will generate no new traffic..

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:\12000\12200-12200\12207\Surveying 3D\Documents\12207 WC No Street Letter.docx

\* 812.464.9585 mms  
\* 4800 Rosebud Ln., Newburgh, IN 47630  
\* morleycorp.com

FILED  
FEB 07 2023  
WARRICK COUNTY  
AREA PLAN COMMISSION



ARCHITECTS | ENGINEERS | SURVEYORS

February 7, 2023  
Warrick County Surveyor's Office  
Attn: Phil Baxter,  
107 W Locust St, Suite 208 Courthouse  
Boonville, IN 47601 Re:

Request for No Drainage Impacts Letter  
Braxton-Colt Place  
Morley Project # 12287.1.001A

Dear Phil:

On behalf of the subdividers, Sean Miller and Brittany Miller, we respectively request that the requirement for drainage plans for Braxton-Colt Place be waived. The subdivision consists of combining 2 subdivided lots into 1. They are going to construct an accessory structure (outbuilding) behind the existing house which will be on the east parcel of the current site.

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:\12000\12200-12200\12207\Surveying 3D\Documents\12207 WC No Drainage Letter.docx

\* 812.464.9585 mms  
\* 4800 Rosebud Ln., Newburgh, IN 47630  
\* morleycorp.com

FILED  
FEB 07 2023  
WARRICK COUNTY  
AREA PLAN COMMISSION







AIA Document G702 - 1992

Application and Certificate for Payment

APPROVED MAR 13 2023 FILED MAR 13 2023

Application and Certificate for Payment

TO OWNER: Robert B. Howard, P.E. PROJECT: Warrick County Highway Dept District 1 Highway and Stormwater Garage Boonville, IN

FROM: Warrick County Highway Department 555 Rob Road Boonville, IN 47601 CONTRACTOR: Warrick County Highway Department 555 Rob Road Boonville, IN 47601

CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment as shown below, in connection with the Contract. AIA Document G703, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$1,745,000.00 2. NET CHANGE BY CHANGE ORDERS \$92,937.00 3. CONTRACT SUM TO DATE (Line 1 + 2) \$1,837,937.00 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$1,810,265.66

5. RETAINAGE: a. 5.00% of Completed Work (Column D + E on G703) \$91,896.85 b. 0.00% of Stored Material (Column F on G703) \$0.00 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$91,896.85

6. TOTAL EARNED LESS RETAINAGE \$1,718,366.81 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$1,692,929.37 8. CURRENT PAYMENT DUE \$25,444.43 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$119,570.19

CHANGE ORDER SUMMARY Table with columns: ADDITIONS, DEDUCTIONS, TOTALS

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AIA Document G703 - 1992 Continuation Sheet

Continuation Sheet

AIA Document G703, Application and Certification for Payment, or G732M, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply.

Main table with columns: ITEM NO., DESCRIPTION OF WORK, SCHEDULED VALUE, WORK COMPLETED FROM PREVIOUS APPLICATION, WORK COMPLETED THIS PERIOD, MATERIALS PRESENTLY STORED, TOTAL COMPLETED AND STORED TO DATE, % (G+C), BALANCE TO FINISH, RETAINAGE (IF VARIABLE RATE)

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Summary table with columns: ITEM NO., DESCRIPTION OF WORK, SCHEDULED VALUE, WORK COMPLETED FROM PREVIOUS APPLICATION, WORK COMPLETED THIS PERIOD, MATERIALS PRESENTLY STORED, TOTAL COMPLETED AND STORED TO DATE, % (G+C), BALANCE TO FINISH, RETAINAGE (IF VARIABLE RATE)

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State of Indiana  
County of Vanderburgh

Commissioner's Partial  
Affidavit of Value of Labor

Dan Jones of Danco Construction, Inc. being fully sworn, says that he is a President of Danco Construction, Inc. (hereinafter referred to as the "Company") and is familiar with the facts herein stated:

That said Company performed work and labor and furnished material to Warrick County Highway Department for the repair and maintenance of certain buildings and work known as the Warrick County Highway Dept District 1 Highway and Stormwater Garages.

That the Owner has paid the Company the sum of \$1,692,922.37 Dollars to date on account of the work, labor, material and equipment; that the Company has fully paid for all work, material upon said premises as represented by this sum.

That the current amount due the Company from the Owner is \$25,444.44 Dollars on account of that work, labor, material and equipment; that within ten (10) days after receipt of payment of said amount the Company shall fully pay for all work, labor, material and equipment performed or by its subcontractors or matenitum upon said premises as represented by this amount.

That the Company hereby waives all liens and claims against the Owner of said buildings, work, its premises and property, and all claims against Warrick County Highway Department, and further he represents that no other person or party has any right to a lien on account of any work performed or material furnished by said Company.

BY: *[Signature]*  
Title: President Date: 02-28-23

Sworn to before me and subscribed in my presence this 28th day of February, 2023.

*[Signature]*  
NOTARY PUBLIC



LAURIE A. SHOULTERS  
Notary Public, State of Indiana  
Commission Expires 01/01/2025  
Commission Number NP0716717



3201 Interlars Drive - Evansville, IN 47715  
Phone: (812) 479-7000 - FAX: (812) 479-7100  
www.dancoconst.com

Invoice#: 15391  
Date: 02/28/2023

Billed To: WARRICK COUNTY HIGHWAY DEPARTMENT      Project: WARRICK COUNTY DISTRICT 1 HIGHWAY  
666 ROTH ROAD      BOONVILLE IN 47601      NEW PREENGINEERED GARAGE WITH  
BOONVILLE IN 47601

Duo Date: 03/30/2023

Terms: 30DY

Order# 3440-21

Description  
FEBRUARY BILLING

Amount  
25,444.44

Non-Taxable Amount:	25,444.44
Less Retainage:	0.00
Amount Due:	25,444.44

PERFORMANCE - QUALITY - SAFETY - SINCE 1983

APPROVED MAR 13 2023

ORIGINAL  
FILED

MAR 13 2023



WARRICK CO. AUDITOR

INTEROFFICE MEMORANDUM

TO: KRISTINE GEORGES  
FROM: SHERRIE SIEVERS  
SUBJECT: ACCEPTANCE OF AN ESTIMATE FROM MCDANIEL CONSTRUCTION IN THE AMOUNT OF \$14,900.00 TO REPLACE THE ROOF OF THE BOONVILLE DISTRICT 1 STORM WATER BUILDING FROM A STORM THAT OCCURRED ON 3-3-2023  
DATE: MARCH 6, 2023

IC 5-22-10-4 Emergency Conditions

Procedure, Sec. 4. (a) A purchasing agent may make a special purchase when there exists, under emergency conditions, a threat to public health, welfare, or safety. (b) The Governor's security council established by IC 10-19-8-1-2 may make a purchase under this section to preserve security or act in an emergency as determined by the Governor.

IC 5-22-10-5 Savings to Governmental Body

Procedure, Sec. 5. A purchasing agent may make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the governmental body.

IC 5-22-10-12 Governmental Discount Available

Procedure, Sec. 12. A purchasing agent may make a special purchase when the market structure is based on price but the governmental body is able to receive a dollar or percentage discount of the established price.

ORDINANCE 2017-30

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING THE PURCHASING POLICY FOR THE PROCUREMENT OF EQUIPMENT, GOODS,

(a)

Emergencies [IC 5-22-10-4]. A Purchasing Agent may make a special purchase when there exists, under emergency conditions, a threat to the public health, welfare, or safety.

(b)

Substantial savings [IC 5-22-10-5]. A Purchasing Agent may make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings.

(iv)

When the market structure is based on price but Warrick County is able to receive a dollar or percentage discount of the established price [IC 5-22-10-12].

All emails, quotes, and invoices are attached.

ORIGINAL

03/05/2023

The following estimate is for repairs on the storm water building for Warrick County:

- Replacement of 40 feet of metal on south side with insulation & purlins
- Replacement of 30 feet of metal on north side with insulation & purlins
- New ridge cap with closures on north side structure

Total: \$14,900.00 including tax/labor

The following estimate is for the replacement of an open-sided truck shed that was damaged by weather:

- 36 x 48-foot structure only & tie-in to the remaining building
- Concrete not included

Total: \$44,900.00 including tax/labor

Accepted repairs for Warrick County Stormbuilding in the amount of \$14,900.00 by Warrick County Commissioners.

Date Accepted: Sunday, 3-5-2023

Terry Phillippe, President-Commissioner

Brian McDaniel/Owner  
McDaniel Construction  
mcdanielconstruction@gmail.com  
812-454-2818

3/7/23, 2:51 PM

Warrick County Govt. Mail - McDaniel Construction-Storm Water Bldg & Hwy Dept.



Sherrie Slovors <sslovers@warrickcounty.gov>

McDaniel Construction-Storm Water Bldg & Hwy Dept.

To: Bob Johnson <bob@warrickcounty.gov>  
Cc: Heather Soborg <hsoborg@warrickcounty.gov>, Dan Saylor <dans@warrickcounty.gov>, Terry Phillippe <thpsoborg@warrickcounty.gov>  
Sun, Mar 5, 2023 at 4:41 PM

Commissioners:

Attached is the estimate from Brian McDaniel, breaks down as follows:

1. Build 26 x 48 foot structure only & tie in to the remaining building for a total of \$44,900.00
2. Brian states he can pull off the job scheduled on Monday, Tuesday, and Wednesday and repair the stormwater building if you wish.

Would you like to move forward on the stormwater building or get more quotes?

Respectfully,  
Terry Phillippe  
Acquisition Administration-Warrick County  
107 W. Locust Street-Suite 310  
Warrick, IN 47788  
Phone: 812-897-8637

Brian McDaniel's-Warrick County building estimate.docx

Sun, Mar 5, 2023 at 8:12 PM

To: Sherrie Slovors <sslovers@warrickcounty.gov>  
Cc: Bob Johnson <bob@warrickcounty.gov>, Dan Saylor <dans@warrickcounty.gov>, Heather Soborg <hsoborg@warrickcounty.gov>

I'd say fix the stormwater building only for 14,900. Not sure what the weather is like this week but could be declared an emergency. So that's a difference of 30,000 is that going to be paid by insurance? Who's the 25k coming from, if it's an emergency I would consult Rita on how to proceed.

What does Rita say? I don't know if it makes a difference but our insurance company may have something to say about it.

Bob

Bob

On Mar 5, 2023, at 4:41 PM, Sherrie Slovors <sslovers@warrickcounty.gov> wrote:

[Quoted text hidden]  
<Brian.McDaniel's-Warrick County building estimate.docx>

Bob Johnson <bob@warrickcounty.gov>  
To: Terry Phillippe <terry@warrickcounty.gov>

https://mail.google.com/mail/u/1/?ik=16336663b7&view=pt&search=all&permthid=thread-a%3A1731193054484786407&siml... 1/2

3/7/23, 2:51 PM

Warrick County Govt. Mail - McDaniel Construction-Storm Water Bldg & Hwy Dept.

To: Terry Phillippe <terry@warrickcounty.gov>  
Cc: Sherrie Slovors <sslovers@warrickcounty.gov>, Dan Saylor <dans@warrickcounty.gov>, Heather Soborg <hsoborg@warrickcounty.gov>

What does Rita say? I don't know if it makes a difference but our insurance company may have something to say about it.

Bob

Bob

On Mar 5, 2023 at 8:19 PM

To: Terry Phillippe <terry@warrickcounty.gov>

Cc: Sherrie Slovors <sslovers@warrickcounty.gov>, Bob Johnson <bob@warrickcounty.gov>, Heather Soborg <hsoborg@warrickcounty.gov>

So we are fixing the storm water building for 14,900.00 so we have a 25k deductible, so the rebuild is 41,900 for the insurance. So that's a difference of 30,000 is that going to be paid by insurance? Who's the 25k coming from, if it's an emergency I would consult Rita on how to proceed.

Did we have any other damage to any other county buildings. I think we need to inspect all properties.

If there is damage then the claim could be substantial in nature.

Maybe Brad and Jeff could inspect tomorrow.

Your thoughts welcomed.

Dan

Dan Saylor  
Warrick County Commissioner  
District 1  
812-897-6120 Office

Please excuse grammatical and typos as this message was created by voice messaging on an Mobil device.

On Mar 5, 2023, at 8:12 PM, Terry Phillippe <terry@warrickcounty.gov> wrote:

I'd say fix the stormwater building only for 14,900. Not sure what the weather is like this week but could be declared an emergency. While he is at it we need to look at where it was leaking ( not sure if that was a roof leak or a pipe leak in the roof ). I am good with whatever, but he only builds pole buildings so he knows what he is doing at least.

[Quoted text hidden]

Sherrie Slovors <sslovers@warrickcounty.gov>

To: Rita McConnell <ritamcc@warrickcounty.gov>

Good Morning Rita:

Can you weigh in, please?

Kind regards,

[Quoted text hidden]

https://mail.google.com/mail/u/1/?ik=16336663b7&view=pt&search=all&permthid=thread-a%3A1731193054484786407&siml... 2/2



APPROVED MAR 13 2023

INDEPENDENT CONTRACTOR AGREEMENT

ORIGINAL ID

MAR 13 2023

THIS AGREEMENT, for the year of 2023, made & entered into at Beechville, Indiana, by and through the Warrick County Health Department (the "County"), & Katrina Sizemore, an individual, made in consideration of the premises & the mutual covenants herein contained, & other good & valuable consideration, is as follows:

1. Retaining Services of Contractor. The County hereby retains Contractor in the capacity of an independent contractor to provide the services set forth in the attached work order (the "Services"). Contractor shall be responsible for supervising and being in full control of the work performed in performing the Services. Contractor shall work that number of hours necessary to accomplish the Services.

2. Consideration. The County shall pay to Contractor, and Contractor shall accept from the County as full compensation for all services to be rendered by Contractor hereunder, the amount of \$3000.00. Dollars (3000) twice a month generally 1st & 15th. Contractor shall not be entitled to any other benefits, including but not limited to health insurance, retirement, or other benefits. The County shall not be liable for any consideration specified in this Paragraph 2 constitutes the sole consideration payable by the County for the services to be performed by Contractor hereunder. The County shall not withhold from any sums due to Contractor any local, state or federal income taxes, contributions to Social Security (FICA), or state unemployment taxes.

3. Term and Termination. This Agreement shall commence as of the 1st day of February 2023, and shall continue until terminated by either party upon written notice to the other party in such case of incompetency in the performance of any portion of the Services, or in the event of a breach by Contractor of any of the provisions of this Agreement, the County shall have the right to terminate this Agreement at any time without obligation to pay Contractor for work performed to the time of termination in accordance with the terms hereof.

4. Compliance with Laws and Regulations. Contractor agrees that the Services shall be conducted in full compliance with any and all applicable Federal, state and local laws, rules, and regulations, and in accordance with the terms and conditions of any grants, gifts, endowments, or donations to the County.

5. Liability for Injuries or Damages to Personnel or Property. Contractor understands and agrees that, due to his or her status as Contractor, he or she is not covered as an employee under any workers compensation, disability, or other employee benefit laws. Any injuries or damages to Contractor or liabilities which may arise as the result of Contractor's performance of his or her duties under this Agreement shall be the responsibility of Contractor.

6. Insurance and Indemnification. Contractor shall carry and maintain throughout the period of this Agreement, at Contractor's sole cost and expense, worker's compensation insurance and automobile liability insurance in amounts satisfactory to the County. Contractor further agrees to hold harmless and indemnify the County from and against any loss, cost, or expense, including, but not limited to, court costs and attorney fees arising out of or with respect to any injury to or death of Contractor. The maintenance of insurance will not in any manner affect Contractor's obligation to indemnify the County, as provided hereinbelow, but maintenance of such insurance shall be a condition precedent to the payment to Contractor of the consideration provided for herein.

7. Contractor shall be entirely and solely responsible for his or her actions while employed in the performance of the Services. Contractor shall not be held liable for any actions, suits, or judgments asserted against Contractor, servants and agents to indemnify and hold Contractor harmless from all such claims, demands, actions, causes of action, suits, or judgments asserted, made or recovered by any and all persons whatsoever on account of the acts or omissions of Contractor during the performance of the Services. Similarly, Contractor agrees to indemnify and hold harmless the County for loss or damage to any of the County's property or equipment used or obtained in connection with the performance of the Services.

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

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

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

11. Entire Agreement. This Agreement embodies the entire understanding of the parties and the subject matter hereof. No amendment or modification of this Agreement shall be valid unless made in writing and signed on behalf of each of such parties by their respective representatives.

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

13. Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remaining provisions of this Agreement. Any provision of this Agreement that purports to apply the application thereof shall, for any reason, and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected thereby, but rather shall be enforced to the maximum extent possible under applicable law.

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

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

WARRICK COUNTY HEALTH DEPARTMENT

By: [Signature]
Its: Warrick County

Printed Name: Katrina Sizemore
Signature: [Signature]

APPROVED:

WARRICK COUNTY BOARD OF COMMISSIONERS

[Signatures of Board Members]

Signature by Board President effective to bind County during Emergency Declaration, Resolution 2020-03



USE AND DEVELOPMENT COMMITMENT

WHEREAS, D & L Investments of Newburgh, LLC, an Indiana limited liability company (the "Petitioner") is seeking to rezone certain real estate situated in the County of Warrick, Indiana, commonly described as 2755 State Road 261, Newburgh, Indiana 47630, more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof (the "Real Estate"); and

WHEREAS, the Real Estate is currently classified as Residential R-3. Zoning district under the Warrick County Zoning Code. It is indicated on the zoning maps maintained by the staff of the Warrick County Area Plan Commission; and

WHEREAS, the Petitioner has requested that the Real Estate be reclassified to zoning; district Commercial C-4; and

WHEREAS, Petitioner is desirous of accommodating the concerns of the surrounding property owners by making a written Commitment concerning the use and development of the Real Estate pursuant to I.C. 36-7-4-1015;

NOW, THEREFORE, in consideration of the foregoing, Petitioner makes the following Commitments concerning the use of the Real Estate:

1. **Uses.** Use of the Real Estate shall be limited to the following uses:
  - a. Self Storage Warehouse Facilities;
  - b. Wholesale warehouse and storage uses;
  - c. Automotive retail and wholesale parts and equipment;
  - d. Automobile, trucks and trailer rentals;
  - e. Automobile, trucks, motorcycle and trailer sales, new and use; repair and service centers;
  - f. Other uses comparable and compatible to those set forth in this section and which are specifically associated with the business of Ogle Motor Sports located at 2744 State Road 261, Newburgh, Indiana; and
  - g. Accessory uses which are incidental to and maintained on the same lot and commonly associated with the operation of the permitted use.
2. **Term.** The commitments and undertakings herein made and expressed shall terminate, expire and be of no further force or effect if the Real Estate should be rezoned due to the filing of some subsequent petition to amend the zoning classification of the Real Estate.
3. **Effective Date.** This Commitment shall be recorded in the office of the Recorder of Warrick County, Indiana, and shall take effect upon the adoption of the zoning classification of the Real Estate from Residential R-1 to Commercial C-4 Zoning District.

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4. **Binding Effect; Enforcement; Attorneys' Fees.** All commitments and undertakings herein expressed shall be binding on the petitioner and its successors, heirs, assigns, personal representatives, and all the owners of real estate lying within the radius of one (1) mile from the Real Estate herein described and shall be enforced by invoking any legal, equitable or special remedy, including specific performance, injunction or other equitable relief pursuant to the manner of enforcement as set forth in I.C. 36-7-4-1013. Should proceedings to enforce any such commitment or undertaking, the person or entity obtaining enforcement in such proceedings shall also recover its reasonable attorneys' fees and costs of suit from the undersigned.

IN WITNESS WHEREOF, this Use and Development Commitment is hereby made and entered into this 23 day of February, 2023, for the purposes set forth herein.

Petitioner:

D & L Investments, LLC

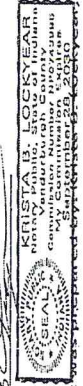
By: Lynn Ogles  
LYNN OGLES, Member

STATE OF INDIANA }  
COUNTY OF VANDERBURGH } SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the above-named Lynn Ogles, as a Member of D & L Investments, LLC, an Indiana limited liability company, and acknowledged the execution of the above and foregoing as her voluntary act and deed.

WITNESS my hand and Notarial Seal this 23 day of February, 2023.

Krista B. Lockyear  
Notary Public  
Krista B. Lockyear  
Notary Public  
Warrick County, Indiana  
My Commission Expires: 12/31/2024



This instrument was prepared by Krista B. Lockyear Stoll Keenon Ogden PLLC, I affirm, under the penalties for perjury, that I have taken reasonable care to reduce each Social Security number in this document, unless required by law. /s/ Krista B. Lockyear

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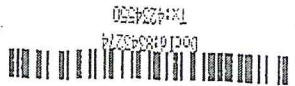
EXHIBIT "A"

Part of the Northeast Quarter of the Southeast Quarter of Section 14, Township 6 South, Range 9 West, Warrick County, Indiana, described as follows:

Beginning at the point of intersection of the South line of said Quarter Quarter Section and the centerline of State Road 261, said point being 722.4 feet West of the Southeast Corner thereof; thence West along said South line 135.0 feet; thence North making an angle of 90 degrees to said South line 125.0 feet; thence South 70 degrees 36 minutes 30 seconds East a distance of 179.1 feet to a point in the center of State Road 261, thence North 70 degrees 36 minutes 30 seconds West along said center line 74.0 feet to the place of beginning, said to contain 0.343 acres, more or less.

FILED  
MAR 07 2023  
WARRICK COUNTY  
AREA PLAN COMMISSION

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WARRICK COUNTY COMMISSIONERS ORDINANCE # 2023-04  
PLAN COMMISSION DOCKET # PC-R-23-03

AN ORDINANCE TO AMEND THE WARRICK COUNTY, INDIANA  
COMPREHENSIVE ZONING ORDINANCE BY REZONING CERTAIN  
REAL ESTATE IN WARRICK COUNTY, INDIANA  
2023R-001824  
PAT BROOKS  
WARRICK COUNTY RECORDER  
RECORDED AS PRESENTED ON  
03/14/2023 08:56 AM  
PAGES: 2

BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF  
WARRICK COUNTY, INDIANA:

Section 1. That the Warrick County, Indiana Comprehensive Zoning Ordinance and the Warrick County Zoning District Maps dated February 1, 2005, and made a part of said Ordinance, be and the same are hereby amended as follows:

That the boundaries of the A & R-1 Districts, as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate:

Lot 2 Description - Oeth Minor Subdivision No. 2 recorded in Document 2023-XXXXXX

Part of the West Half of the Southwest Quarter of Section 20, Township 4 South, Range 9 West in Greer Township, Warrick County, Indiana and being that 3.252 acre tract of land shown as Lot 2 on the Oeth Minor Subdivision No. 2 plat dated January 12, 2023 prepared by Jason A. Fuchs, PS #LS21300012 under Fuchs Surveys & Maps, LLC job number 22-003, more particularly described as follows:

Commencing at the southwest corner of the Southwest Quarter of said Section 20; thence along the south line of said quarter section, South 89 degrees 05 minutes 02 seconds East 220.00 feet to the point of beginning; thence parallel with the west line of said quarter section, North 00 degrees 24 minutes 32 seconds East 150.00 feet; thence parallel with the south line of said quarter section, North 89 degrees 05 minutes 02 seconds West 220.00 feet to the west line of said quarter section; thence along said west line, North 00 degrees 24 minutes 32 seconds East 121.01 feet to the south line of the Amended Exempt Division recorded in Document 1999R-013926 in the Office of the Recorder of Warrick County, Indiana; thence along said south line, South 89 degrees 05 minutes 02 seconds East 644.61 feet to the west line of a tract of land conveyed to Steven R. & Marsh C. Oeth recorded in Document 1986R-068209 in the Office of said Recorder; thence along said west line, South 00 degrees 38 minutes 40 seconds West 271.00 feet to the south line of the Southwest Quarter of said Section 20, thence along the said south line, North 89 degrees 05 minutes 02 seconds West 418.50 feet to the point of beginning and containing a Gross area of 3.249 acres, more or less.

which real estate is now zoned and classified as part of the A & R-1 Districts, as shown on the aforesaid Warrick County Zoning Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said A & R-1 Districts to said M-1 District.

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

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

ATTEST:

County Auditor

3-14-2023  
Date Approved

President  
  
Member  
Member  
Member  
BOARD OF COMMISSIONERS  
WARRICK COUNTY, INDIANA

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

Signature

Jason A Fuchs  
Printed Name

This document was prepared by Jason Fuchs of Fuchs Surveys & Maps, 9100 Kost Road, Elbertfield, IN 47613