

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**  
REGULAR SESSION  
COMMISSIONERS MEETING ROOM  
107 W. Locust Street, Suite 303  
Boonville, Indiana  
May 22, 2023  
4:00 P.M.

The Warrick County Commissioners met in regular session with Terry Phillippe, President; Robert Johnson, Vice President; and Dan Saylor, Member.

Attorney Andrew Skinner and Administrator Heather Soberg were in attendance.

Auditor Michael Dietsch and Chief Deputy Barbi Shelton attended and recorded the minutes.

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

**PLEDGE OF ALLEGIANCE**

**AREA PLAN COMMISSION  
REQUEST FOR EXTENSION OF SURETY  
C-22-055**

APC Director Molly Barnhill presented two Requests for Extension of Surety. The first was C-22-055, entrance construction at 9830 Pointe View Drive, Chandler Real Estate, INC by Bruce Bennett, Owner. A cashier's check is being held in escrow in the amount of \$17,915.70 guaranteeing entrance construction. They are requesting one additional year. They have had one year. The surety expires June 3, 2023. She stated that the County Engineer had signed off on the dollar amount. Engineer Bobby Howard stated that for the record it wasn't a reduction of surety as stated in the agenda. It is the same dollar amount. Commissioner Bob Johnson made the motion to approve the extension. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(C-22-055 is located on Pages 15 through 16 of these Official Minutes)*

**MEIJER WARRICK SUBDIVISION**

The second extension was for Meijer Warrick Subdivision, Meijer Stores Limited Partnership by Michael Kinstle, VP of Real Estate. Two letters of credit are being held. One is for a commercial entrance at \$85,000.00 and one is for drainage construction at \$214,000.00. They have had eight years and are requesting a one-year extension at the same dollar amount. The letters of credit expire June 27, 2023. She stated that the County Engineer had signed off on the dollar amount for the entrances and the County Surveyor signed off on the dollar amount on the drainage. Commissioner Saylor asked with the current inflation, how the dollar amounts could stay the same. Mr. Howard stated that he couldn't speak to the drainage, but for the entrances, they were highly inflated in price when they first did them. So, it's still more than adequate to cover. Commissioner Saylor asked what would happen if they didn't grant the extension. Mr. Howard said they would either have to release the money or build it. Ms. Barnhill stated that that was what the money was for was to build it. She said that she did ask them for an update. The person that she is talking to doesn't know. He's just doing what he's told to do. She did let him know that the Commissioners are getting concerned with how long this is taking. Commissioner Phillippe questioned what would happen if they didn't renew the extension. Ms. Barnhill stated that if they didn't approve the extension then the County withdraws the letter of credit and the County has to install it. Commissioner Saylor stated that they would be installing something that isn't there. Mr. Howard agreed. Commissioner Phillippe thought this was silly to keep going through this every year. Commissioner Saylor was concerned that if they weren't going to build anything it should be sold to allow other development. Ms. Barnhill stated that she had never seen this happen. Commissioner Saylor asked Ms. Barnhill if she could go back to them and tell them that it has been tabled and it may not get approval and there may be a replat involved. She said that she could. Commissioner Dan Saylor made the motion to table to the next meeting. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

**SIDEWALK ACKNOWLEDGEMENT  
BERKSHIRE PHASE 1**

Ms. Barnhill presented one Sidewalk Acknowledgement for Berkshire Phase 1 by Jagoe Homes, INC by Manuel Ball, VP of Land. This includes Abbe Wood Drive at 789.0 lineal feet, Belmont Drive at 534.0 lineal feet, Brompton Drive at 3,725.0 lineal feet, Camden Drive at 678.0 lineal feet, Croydon Boulevard at 320.0 lineal feet, and Park Boulevard at 395.0 lineal feet. A letter of credit is being held in the amount of \$10,560.00. They have had six years and the letter of credit expires June 28, 2023. She said that the County Engineer had inspected and signed off on the acknowledgement. Commissioner Dan Saylor made the motion to approve the acknowledgement. Commissioner Johnson seconded the motion. The motion carried 3-0.

*(Berkshire, Phase 1, is located on File in the Auditor's Office)*



**ACTION AGENDA**  
**APPROVAL OF MINUTES**  
**MAY 8, 2023 REGULAR SESSION**

Minutes for the May 8, 2023 Regular Session meeting were presented. Commissioner Bob Johnson made the motion to approve the minutes. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

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

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

- County Auditor Claims Voucher Report Date 05/17/2023
- Payroll Voucher Date 05/19/2023
- Alcoa Fuels Road Use Agreement - New Harmony Road
- United Fidelity Bank Temporary Road Closure for Annual Community Day Event
- Approval of Economic Development vehicle purchase
- Clerk's April 2023 Monthly Report
- S&P Global Agreement

There was no discussion. Commissioner Bob Johnson made the motion to approve the items on the Consent Agenda. Commissioner Day Saylor seconded the motion. The motion carried 3-0.

*(Claims are located on Pages 5 through 8 of these Official Minutes)*

*(Payroll is located on Page 8 of these Official Minutes)*

*(ALCOA Road Use Agreement is located on Pages 8 through 9 of these Official Minutes)*

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

*(S&P Global Contract is located on Pages 10 through 13 of these Official Minutes)*

**INDIANA ACTIVATION GRANT – ECONOMIC DEVELOPMENT**

Ms. Soberg also presented the application for Economic Development for the Indiana Activation Grant. They have been awarded the funds to create an art space. Ms. Debbie Bennett-Stearnsman spoke to this agenda item for Economic Development Director Steve Roelle. She had a handout for the Commissioners' review. There was a State of Indiana Destination Grant that could be applied for with a 50%-50% match. Economic Development applied and received the grant. The project is going to be a photo opportunity. It will say Warrick County in six-foot-tall green letters with the "I" missing. You can step in the "I" and take a picture of yourself. This will create a place to have shareable, branded moment located in a scenic location in Warrick County. The sign will be in a new location each year. It will start at Friedman Park first. The amount of the grant is \$21,700.00 and will be matched with the same out of the Economic Development budget. There will be some reporting to go with it, in which she will help. She said that Mr. Roelle does need the contract signed by the Commissioners. Commissioner Saylor asked if the contract was in order. Attorney Skinner stated that he had not seen it. But, since Economic Development is paying for it that their attorney has probably reviewed it. Commissioner Dan Saylor made the motion to approve as long as the attorney had approved the contract. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(Indiana Activation Grant is located on File in the Auditor's Office)*

**COUNTY ATTORNEY**  
**ORDINANCE 2023-09 SCRIVENER'S ERROR**

Attorney Andrew Skinner's first item was Scrivener's Error on Ordinance 2023-09, page 11, the last sentence, "each day in which a person operates a food establishment of vending machine unit," of should be or. Commissioner Dan Saylor made the motion to correct the error. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(Ordinance 2023-09 is located on File in the Auditor's Office)*

**BAIRD ENGAGEMENT LETTER – SECURITY CENTER PROJECT BONDS**

Next was the Engagement Letter with Baird for providing underwriting services for the new Correctional Facility Bond Project. This has been tabled two times. There are several changes that have been requested of Baird. All but one has been agreed to at this time. There is still one outstanding, so, this needs to be tabled. Commissioner Saylor also stated that they still had some questions on it and made a motion to table to the next meeting on June 12, 2023. Commissioner Johnson seconded the motion. The motion carried 3-0.

**NEW HOPE AND MAPLE GROVE CENTERPOINT EASEMENT**

Attorney Skinner next presented a CenterPoint Easement request at New Hope and Maple Grove Road. This is to establish adding a power line pole. It has been reviewed by the County Engineer. The easement itself is in order.



Engineer Bobby Howard said that they inspected it and they have no issues with it. This specific location is on south Pelzer Road. Commissioner Dan Saylor made the motion to approve the easement. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(CenterPoint Easement is located on Pages 13 through 14 of these Official Minutes)*

**GRANTS DEVELOPMENT DIRECTOR  
APPROVAL OF COMPETITIVE ARPA GRANT AGREEMENTS  
JD SHETH**

Director Debbie Bennett-Stearnsman presented the Competitive ARPA Grant Agreements for approval by the Commissioners. First was with JD Sheth for \$50,000.00 to raise additional funding to do four homes in Warrick County. They will be meeting with the Veteran's Officer. Commissioner Dan Saylor made a motion to approve the contracts. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(JD Sheth Foundation Contract is located on File in the Auditor's Office)*

**TOWN OF CHANDLER**

Next was the award of \$100,000.00 to the Town of Chandler for two sidewalk locations. One is located at Town Park and will finish the sidewalk around the lake. The other was a sidewalk and bridge between Cherry Street and the Sports Park where the new bike trails are located. Commissioner Dan Saylor made the motion to approve the contract. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(Town of Chandler Contract is located on File in the Auditor's Office)*

**STUDIO BEE**

The last contract presented was with Studio Bee for \$3,000.00 to help take children to see the Otter's game this summer. Studio Bee will contribute \$1,000.00. The actual contract is with GEM Ministries, doing business as Studio Bee. Commissioner Bob Johnson made the motion to approve the contract. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(GEM Ministries Contract is located on File in the Auditor's Office)*

**ADDITIONAL COVID-3 FUNDING FOR SMALL BUSINESSES**

Ms. Bennett-Stearnsman asked that the Commissioners approve the forty-nine grant agreements for the ARPA COVID-3 Supplemental Grant Funding for small businesses. The contracts have already been reviewed by Attorney John Goth. Commissioner Bob Johnson made the motion to approve the contracts. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(The COVID-3 Worksheet for Small Businesses is located on Page 16 of these Official Minutes)*

**COUNTY ENGINEER/HIGHWAY  
2023 PAVING LIST**

County Engineer/Highway Superintendent Bobby Howard presented the 2023 Paving List to the Commissioners. Basically, it is sixteen point three-five miles at a total cost of \$2,057,865.00. Commissioner Phillippe asked what the shortfall was this year. Mr. Howard said from last year it's down roughly \$450,000.00. Commissioner Phillippe said it makes the Community Crossings Grants that Mr. Howard gets much more valuable. This year so far they have gotten \$1,860,000.00 in Community Crossings Grants. Commissioner Phillippe thanked Mr. Howard in his diligence to go after those grants. Mr. Howard went over the budget for this year and some of the numbers. Commissioner Johnson made the motion to approve the 2023 Paving List. Commissioner Saylor seconded the motion. The motion carried 3-0.

*(2023 Paving List is located on Page 14 of these Official Minutes)*

**BRIDGE 309 CONTRACT  
PRELIMINARY ENGINEERING AND CONSTRUCTION INSPECTION**

Mr. Howard presented the Bridge 309 on Arched Road. It's a preliminary engineering and construction inspection contract. This is a bridge deck rehab. This will be the design contract for that for the amount of \$180,500.00 which again includes the construction inspection process. He would like approval to proceed. Commissioner Johnson asked if it was in his district. Mr. Howard said that it was. Commissioner Bob Johnson made the motion to approve the contract. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Lochmueller Bridge 309 Contract is located on File in the Auditor's Office)*



**TELEPHONE ROAD PROJECT  
PARCEL 48**

Mr. Howard presented one item for the Telephone Road Project. They had a waiver of partial mortgage release on Parcel 48. This was reviewed by Attorney Goth. Mr. Howard would recommend approval. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(Parcel 48 is located on Page 14 of these Official Minutes)*

**DISCUSSION OF BRIDGE AT JENNER AND ANDERSON ROAD**

Commissioner Saylor asked Mr. Howard what was determined on the bridge they had received an email on around Jenner and Anderson Road and whether it was on private property. Mr. Howard said that it was not. He said it was only vacated to where the gate is currently at on the east side of the bridge. They are evaluating that to see if they can do a culvert replacement, which he thinks they can. He has also talked with the property owner so they are aware of the issues surrounding that culvert. The County controls about fifty feet past the bridge.

**ITEMS FOR DISCUSSION  
WEIGHTS AND MEASURES REPORT**



Mr. Mike Arnold was present to give an update to the Commissioners. He said he checked four hundred twenty-six gas meters, rejected fourteen, and red tagged seven. They have all since been corrected. One of the red tags resulted in a fine because they cut off the red tag. He did fourteen truck scales. Two were rejected, but were corrected while he was on site. He checked eight portable scales. One was rejected; two fines were issued. Mr. Arnold did eleven counting scales and rejected eight of those. All were corrected. He did five hopper scales. One was rejected, but corrected while he was on site. He also did two suspension scales and one hundred sixty-eight package audits with three rejections. There was an incorrect tare at Schnucks in Newburgh that was corrected on site. The Commissioners thanked him for all his hard work and his value to the taxpayers of the County.


*(Weights and Measures Report is located on Page 15 of these Official Minutes)*

**ADJOURNMENT**

The next Warrick County Commissioners' meeting will be held on Monday, June 12, 2023 in the Commissioners' meeting room at 4:00 PM. Commissioner Bob Johnson made the motion to adjourn. Commissioner Dan Saylor seconded the motion. The motion carried 3-0. Meeting adjourned at 4:27 P.M.

**WARRICK COUNTY BOARD OF COMMISSIONERS**

  
TERRY PHILIPPE, PRESIDENT  
  
ROBERT JOHNSON, JR., VICE PRESIDENT

  
DAN SAYLOR, MEMBER

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

*Minutes transcribed by Kristine Georges*



















individual specific parts thereof, to the same condition or better than the same now exists to specifications established by the County.

- 4. The User shall make repairs, as directed by the County, to the Roadways during the term of this Agreement. The County may designate repairs and restoration to certain Roadways be made by the User. Notwithstanding the foregoing, however, such designation by the County must be reasonable under the circumstances, and in accordance with general road restoration and maintenance practices in the County.
- 5. The User shall make such repairs, including, without limitation, dust control and other remedial actions determined by the County, as directed by the County within forty-eight (48) hours of being given notice thereof. In the event the User fails to make such repairs or other remedial corrections to the Roadways, the County may make such repairs and/or remedial corrections and charge the User or its surety, as hereinafter provided; the costs for making such repairs and/or remedial corrections.
- 6. The User shall, before commencing use of the Roadways, post with the County a bond or letter of credit, in such form as is approved by the County, of <sup>ONE HUNDRED EIGHTY-TWO THOUSAND</sup> and 00/100 Dollars (\$182,000.00), which shall be payable to Warrick County, State of Indiana (the "Bond"). In the event the User fails to make reasonable repairs and restoration as required by this Agreement, the County shall give written notice of such failure to the User specifying any deficiency and its location. If the User fails to commence work to make such reasonable repairs and its restoration within thirty (30) days of said written notice, weather permitting, the User may be deemed by the County to be in default of this Agreement, and the Bond may immediately be declared forfeit and payable to Warrick County, State of Indiana, to the extent necessary to restore and/or repair the subject Roadway or any part thereof. Cash, certified check, or corporate surety company bond by a corporate surety authorized to do business in the State of Indiana is acceptable.

7. The User shall complete final restoration of the Roadways prior to expiration of the Bond. Failure of the User to do so may cause the User to forfeit the Bond. The User shall allow for sufficient time to complete said restoration, including consideration of seasonal weather conditions, when determining the expiration date of the Bond.

8. The User's right to use the Roadways shall commence on the 1<sup>st</sup> day of May 2025, and shall terminate on the 30<sup>th</sup> day of May 2025.

9. The User shall establish an account with a road repair company of their choice for the providing of road surface material for the Roadways. The County shall have the right to order road surface material from said provider for application to the Roadways. The User shall be responsible for payment of all charges for such road surface material, and Warrick County shall not be responsible or otherwise liable for

such payment(s). If, during periods of emergency, the County elects to use its own suppliers to provide road surface material to the Roadways, then said materials shall be replaced by the above-named supplier or by direct reimbursement by the User.

10. The County reserves the right to suspend or terminate the User's use of the Roadways when said use constitutes a public safety hazard. The County shall give notice of such suspension or termination in writing to the User at the address listed herein.

11. The User agrees to hold the County, the Board of Commissioners of Warrick County, and all County employees harmless and agrees to indemnify the County, the Board of Commissioners of Warrick County, and/or County employees against any and all claims, actions at law or equity, litigation expenses, judgments, and verdicts that should arise out of the User's use of the Roadway, or out of the use by any person, firm, or corporation, of the Roadway for purposes associated with the User's activities. In the event any judgment be entered against the County, the Board of Commissioners of Warrick County, and/or any County employees as a result of such use, the User shall pay such judgment in full. The User shall, before beginning any use of the Roadways, file a certificate of insurance from an insurance company authorized to do business in the State of Indiana, showing all peril liability insurance in a minimum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) at the Office of the Board of Commissioners of Warrick County.

12. In the event notice is required to be given to any party under this Agreement, such notice must be in writing and be given by first class mail to the addresses below:

The County: Board of Commissioners of Warrick County  
107 W. Locust Street, Suite 301  
Boonville, IN 47601

The User: Alcoa Fuels, Inc.  
4700 Darlington Road  
Newburgh, Indiana 47630  
Email: Rachel.wright@alcoa.com  
Office Phone:   
Cell Phone: 812-480-6879

13. Upon approval by the County of any Roadway restoration as may be required under this Agreement, the Bond shall be released.

Dated this 11 day of May, 2023

WARRICK COUNTY ADMINISTRATOR

WARRICK COUNTY HIGHWAY ENGINEER

  
Heather L. Spivey

  
Robert E. Howard, Jr., P.E.

This Agreement is entered into by the User, and the person executing this Agreement on behalf of the User affirms that he/she has the authority to execute this Agreement on behalf of the User.

Signature: VP Alcoa Fuels LLC  
Date: 5/17/2023



CC

MONTHLY REPORT - CLERK OF WARRICK COUNTY CIRCUIT & SUPERIOR COURTS Form No. 46-CR

Table with columns for Month End (Apr 2023), Warrick County, and various financial items including Fees payable, DEBITORS, CREDITORS, and DEPOSITORY RECONCILEMENT.

State of Indiana, Warrick County, ss: I, the undersigned Clerk of Warrick County Circuit & Superior Courts, in and for the aforesaid county and office, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and no appears to record now on file in this office.

Date: 5/19/23 (Sign) 1: Clerk: Brian WHITE copy, file 3 2: Auditor: MICHAEL GOLDENROD copy to State Board of Accounts. WARRICK CO. AUDITOR

S&P Global Ratings

April 25, 2023 Terry Phillippe President Warrick County 07 West Locust St, Suite 301 B 07111-601 (812)-897-6120 teriy@warrickcounty.gov

Dear Mr. Phillippe:

Thank you for your request for a rating evaluation services ("Evaluation") from S&P Global Ratings. This agreement ("Agreement"), including the attached Terms and Conditions and Exhibits A and B which are expressly incorporated herein and made a part of this Agreement, sets forth the terms and conditions under which S&P Global Ratings will perform the Evaluation for Warrick County ("you" or the "Client").

The parties agree to amend the attached Terms and Conditions as follows: 1. Replace the provision titled "Governing Law" in its entirety with the following: Reservation of Rights. The parties to this Agreement do not waive, and reserve the right to contest, any issues regarding sovereign immunity, the applicable governing law and the appropriate forum for resolving any disputes arising out of or relating to this Agreement.

Exhibit A sets out what each party has agreed to provide to the other. Exhibit B sets out information relating to the fees for the Evaluation. Please sign below to indicate that the Client accepts the statements contained in this Agreement, agrees to comply in all respects with the terms and conditions in this Agreement, and acknowledges its full understanding of the scope and limitations of the Evaluation. Please return a signed copy of this letter to me and Michael Abad, michael.abad@spsglobal.com.

S&P Global Ratings is pleased to be of service to you. For more information please visit our website at www.spratings.com. Please do not hesitate to contact us if we can be of further assistance.

Yours sincerely, Michelle Smithen Director

By: Terry J Phillippe Name: Terry J Phillippe Title: President, Warrick County Board of Commissioners Date: 5/22/23

cc. CommercialAmericas@spsglobal.com

FILED MAY 18 2023 MICHAEL GOLDENROD WARRICK CO. AUDITOR

55 Water Street New York, NY 10041

FILED MAY 25 2023 MICHAEL GOLDENROD WARRICK CO. AUDITOR

EXHIBIT A S&P Global Ratings Rating Evaluation Services Other Information

- Client will provide to S&P Global Ratings: Signed engagement letter, Client's pro-forma income, balance sheet and cash flow statements, if applicable, Rating Evaluation Committee. S&P Global Ratings will provide to the Client in verbal and written format: A detailed report indicating either: (a) the result of the evaluation based on the hypothetical scenarios (e.g. a rating, or (b) if the Client has a current rating(s), the probable impact of the hypothetical scenario(s) on the Client's current rating(s) expressed in the form of an indicative rating(s) outcome, together with the supporting rationale and assumptions; An explanation of any applicable adjustments and assumptions based on the information provided to us, including if applicable, cash flows, stresses and credit support; S&P Global Ratings may decide in its sole judgment to discontinue work on the evaluation if information from credible sources (e.g. a filing registration or public statement by the client) indicates that a hypothetical scenario provided by the Client is no longer hypothetical under the terms of the agreement, or if the Client provides any bond or bank loan documentation or marketing material or otherwise. Services that S&P Global Ratings will not provide: Tax analysis of any hypothetical scenario submitted, Assistance in determining or structuring any securities, Recommendation as to the type of debt and/or equity the Client should sell or any other advice.



Exhibit B  
S&P Global Ratings Evaluation Service Fees

The Client and S&P Global Ratings have agreed that the Evaluation will consist of an analysis of the hypothetical scenario(s) as noted in Exhibit A.

The fee for the Evaluation will be US\$30,000 plus all applicable value-added, sale, use and similar taxes.

An additional fee of US\$5,000 plus all applicable value-added, sale, use and similar taxes will be charged for any subsequent hypothetical scenario presented for evaluation after the first Rating Evaluation Committee.

The Client will also reimburse S&P Global Ratings for its reasonable legal fees and travel expenses, if any, incurred in connection with the services described in this Agreement.

S&P Global Ratings reserves the right to charge additional fees if details of the hypothetical scenario(s) or any data or information provided by the Client in connection with the Evaluation changes materially during the term of this Agreement.

S&P Global Ratings will notify the Client if the fee is expected to be higher than the amount stated above. In the event that this Agreement is terminated by the Client after S&P Global Ratings begins its analysis or if S&P Global Ratings cannot complete the Evaluation because of lack of information and/or cooperation from the Client or a hypothetical scenario is deemed to be outside the scope of S&P Global Ratings, the Client shall pay S&P Global Ratings the fee on the basis of S&P Global Ratings' effort plus any costs and charges incurred by S&P Global Ratings to date plus all applicable value-added, sale, use and similar taxes and in any event the Client shall pay S&P Global Ratings a minimum fee of US\$21,000 plus all applicable value-added, sale, use and similar taxes. The Client agrees to pay any fees upon receipt of an invoice from S&P Global Ratings.

S&P Global Ratings will invoice the Client after the results from the first Rating Evaluation Committee have been communicated to the Client or on any earlier termination of this Agreement.

Payment of any fees is not conditioned on any particular Evaluation outcome.

**S&P Global Ratings**

**S&P Global Ratings Terms and Conditions Applicable To Rating Evaluation Service – the Americas**

You understand and agree that:

**General.** The credit ratings and other views of S&P Global Ratings, including, without limitation, a rating evaluation service ("Evaluation"), are statements of opinion and not statements of fact. An Evaluation and other views of S&P Global Ratings are not recommendations to purchase, hold, or sell any securities and do not comment on market price, marketability, investor preference or suitability of any security. While S&P Global Ratings bases its Evaluations on information that it believes to be reliable, S&P Global Ratings does not perform an audit, and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and S&P Global Ratings' opinions should not be relied upon in making any investment or financial decision. S&P Global Ratings does not act as a "fiduciary", an investment advisor or risk management advisor. S&P Global Ratings' credit rating outcome does not provide consulting, advisory, financial or structuring advice. To the extent permitted by applicable law, you will be liable to S&P Global Ratings and its affiliates for all Losses actually incurred and directly resulting from (X) a claim relating to S&P Global Ratings' information to S&P Global Ratings, or (Y) a claim that the provision by you or your authorized agents and advisors of information to S&P Global Ratings, or (Z) a claim that the provision by you or your authorized agents and advisors of information to S&P Global Ratings, or (AA) Losses, means losses, damages, liabilities, judgments, costs, charges, expenses and reasonable attorneys' fees, including any such losses arising from claims asserted by a third party against S&P Global Ratings, in each case as finally determined by a court of competent jurisdiction in a proceeding in which you are a party. Losses do not include amounts resulting from S&P Global Ratings' gross negligence, intentional wrongdoing or willful misconduct as finally determined by a court of competent jurisdiction in a proceeding in which you are a party.

**Not a Credit Rating.** An Evaluation is not a credit rating and should not be represented as a credit rating. An Evaluation is a confidential analytical service provided by S&P Global Ratings based on one or more hypothetical scenarios provided to S&P Global Ratings by a rated or unrated issuer or potential issuer that is considering strategic or financial initiatives that could impact its creditworthiness. An Evaluation does not involve surveillance.

**All Credit Rating Actions and Evaluations in S&P Global Ratings' Sole Discretion.** S&P Global Ratings may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook on a credit rating, or provide an Evaluation, at any time, in S&P Global Ratings' sole discretion, without notice, and without the withdrawal of a credit rating, or termination of this Agreement.

**Dissemination.** The Evaluation, including any related letter or report, will be provided by S&P Global Ratings to you on a confidential basis, and may be disseminated to third parties for regulatory purposes, or (ii) to third parties that are bound by appropriate confidentiality obligations; and in each case, only in accordance with law and in its entirety without any changes. A breach of your obligations under this paragraph shall constitute a material breach of this Agreement. If an Evaluation is disclosed other than in accordance with this Agreement, S&P Global Ratings reserves the right to immediately suspend its Evaluations or S&P Global Ratings' credit ratings criteria or rating evaluation service methodology from time to time and nothing in this Agreement shall be construed as limiting S&P Global Ratings' ability to modify or refine its credit ratings criteria or rating evaluation service methodology at any time as S&P Global Ratings deems appropriate. The provisions of this paragraph are subject to the restrictions on disclosure of Confidential Information set forth in this Agreement.

WEST 010 (APRIL 29, 2016)

Information is being provided by S&P Global Ratings. For as long as this Agreement is in effect, in connection with the Evaluation information requested by S&P Global Ratings in accordance with its applicable published credit ratings criteria or rating evaluation service methodology shall be provided, or cause to be provided, as promptly as practicable, to S&P Global Ratings all Confidential Information received by S&P Global Ratings' opinion of the information received from you or your authorized agents and advisors. All information provided to S&P Global Ratings by you or your authorized agents and advisors shall be confidential and may be used by S&P Global Ratings to make a public statement of material fact nor omit a material fact necessary in order to make such information, in light of the circumstances in which it was provided, not misleading. A material breach of the agreements in this paragraph shall constitute a material breach of this Agreement.

**Confidential Information.** For purposes of this Agreement, "Confidential Information" shall mean verbal or written information that S&P Global Ratings or its affiliates have provided to S&P Global Ratings and, in connection with providing such information, have indicated in writing that the information is "Confidential." Notwithstanding the foregoing, Confidential Information and S&P Global Ratings shall have no obligation to treat such information as Confidential Information, if such information (i) was known by S&P Global Ratings at the time of such disclosure and was not subject to a confidentiality obligation, (ii) became known to the public (other than by an act of S&P Global Ratings or its affiliates) subsequent to such disclosure, (iii) is disclosed to S&P Global Ratings by a third party subsequent to such disclosure, (iv) is developed independently by S&P Global Ratings or its affiliates, without reference to the Confidential Information, or (v) is approved in writing by you or your authorized agents and advisors for public disclosure, in whole or in part, in connection with the possession of material, non-public information and has adopted securities trading and communication policies to that effect.

**S&P Global Ratings' Use of Information.** Except as required by applicable law or regulation or otherwise provided herein, S&P Global Ratings shall not disclose Confidential Information to third parties.

S&P Global Ratings may use Confidential Information to (i) provide an Evaluation, as well as to make internal determinations about commercial arrangements for or with an Outlook on a credit rating, as well as to make internal determinations about commercial arrangements for its credit rating activities, and (ii) share Confidential Information with its affiliates or advisors, and (iii) share Confidential Information with other financial services businesses who are bound by appropriate confidentiality obligations (including Affiliates and Agents).

S&P Global Ratings may also use Confidential Information to share Confidential Information with any of its affiliates or agents engaged in other financial services businesses who are bound by appropriate confidentiality obligations ("Other Affiliates and Agents"), and together with Ratings Affiliates and Agents, "Affiliates and Agents", for modeling, benchmarking and research purposes.

Subject to the other provisions herein, S&P Global Ratings may publish and/or share with its Affiliates and Agents, who identifies individual debtors, customers or clients. S&P Global Ratings acknowledges for itself and on behalf of its affiliates that you may be entitled to seek specific performance and injunctive or other equitable relief as a remedy for S&P Global Ratings' or its affiliates' disclosure of Confidential Information in violation of this Agreement. Notwithstanding, S&P Global Ratings and its affiliates shall not be obligated to disseminate any non-Confidential Information provided by you, or your authorized agents and advisors.

S&P Global Ratings Not an Expert. Underwriter or Seller under Securities Laws. S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities

WEST 010 (APRIL 29, 2016)

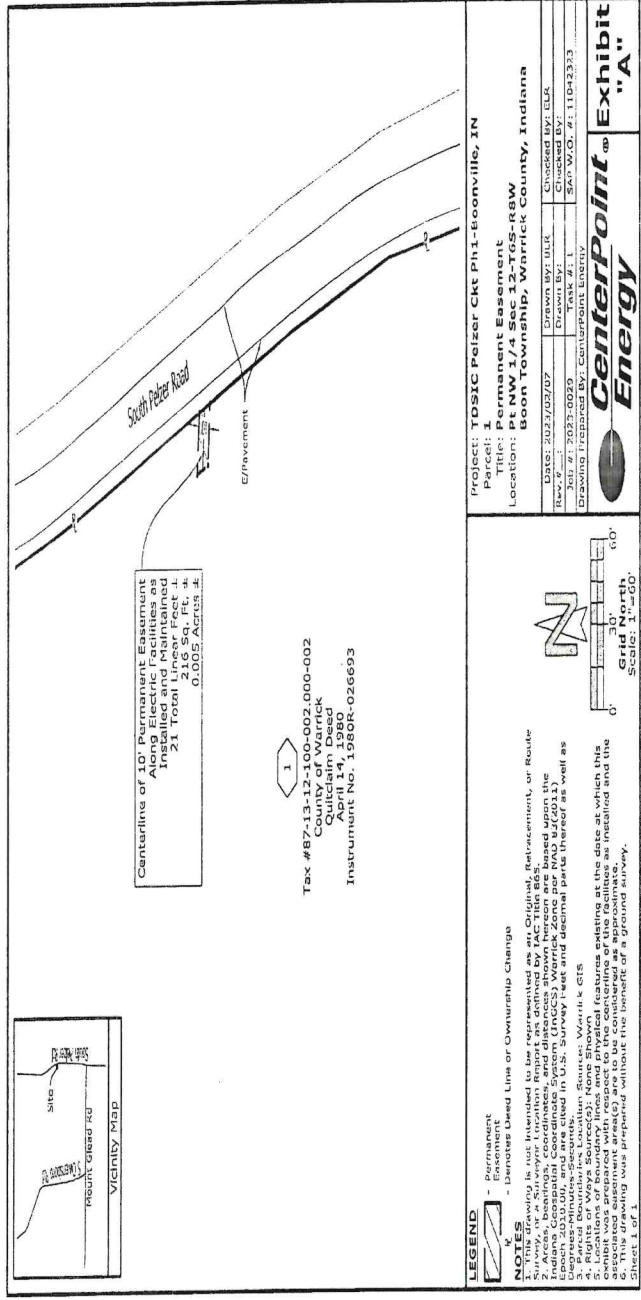












FILED

WCHD Paving Projects

Fund	ROAD TYPE	DISTRICT	ROAD NAME	FROM	TO	ROAD LENGTH	PAVEMENT TREATMENT	TYPE OF STRIPE	TREATMENT COST EST	STRIPE COST EST	OTHER COST EST	TOTAL COST EST	
EDIT	1	West Green	Shelby Valley Road	Lincoln	Sharon	4,330	Resurfice		205,000.00	3,000.00		208,000.00	
EDIT	1	Brumley		Ball	Lakeshore	5,200	Resurfice		125,800.00	100.00		125,900.00	
EDIT	1	Ball Oaks		Winn	Ande	1,230	Resurfice		18,400.00	425.00		18,825.00	
EDIT	1	Wheatonville		Victoria National Blvd	Dead End	1,641	Resurfice		33,350.00			33,350.00	
EDIT	1	Vann		Victoria National Blvd	North 125	645	Resurfice		25,700.00			25,700.00	
EDIT	1	Medinah Dr		Victoria National Blvd	North 125	3,090	Resurfice		146,700.00			146,700.00	
EDIT	1	Medinah Dr		Victoria National Blvd	North 125	125	Resurfice		22,900.00			22,900.00	
EDIT	1	Chesapeake Ct				188	Resurfice		27,916.00			27,916.00	
EDIT	2	Two Story		SR 62	Geyer	4,120	Resurfice		104,300.00	1,320.00		105,620.00	
EDIT	2	Jenner		Center Harmony	Dead End	1,200	Resurfice		40,800.00			40,800.00	
EDIT	2	Wheatonville		West of Old SR57	North Road	4,050	Resurfice		96,500.00			96,500.00	
EDIT	2	Wheatonville		Flowers	New asphalt to east	1401	Resurfice		33,350.00			33,350.00	
EDIT	2	Hwy Don		Three Lakes Drive		1,500	Chip Seal		16,700.00			16,700.00	
LRSMVH	2	East Geyer Road		East Geyer Road		2,650	Chip Seal		20,300.00			20,300.00	
LRSMVH	2	Bracher		Bracher		900	Chip Seal		10,000.00			10,000.00	
LRSMVH	2	Bracher		Bracher		3,000	Chip Seal		40,000.00			40,000.00	
LRSMVH	2	Malnort		Malnort		3,500	Chip Seal		34,100.00			34,100.00	
LRSMVH	2	Ritzert		Ritzert		2,000	Single ChipSeal		3,340.00			3,340.00	
EDIT	3	Lincoln Trail		SR 161	End HMA	10,790	Resurfice		263,700.00	6500.00		270,200.00	
EDIT	3	Dale Road		County Line	SR 161	6,536	Skip Pave		240,000.00	5100.00		245,100.00	
EDIT	3	Fuller Road		SR 62	Dead End	1,040	Resurfice		21,910.00			21,910.00	
LRSMVH	3	Fuller Road		SR 62	Dead End	1,040	Resurfice		21,910.00			21,910.00	
LRSMVH	3	Rusk Rd		Rusk Rd		3250	Chip Seal		38025			38,025.00	
LRSMVH	3	Lamar		Lamar		1390	Chip Seal		13225			13,225.00	
LRSMVH	3	Elpers		Petersburg		2765	Chip Seal		26300			26,300.00	
LRSMVH	3	Petersburg		Petersburg		5925	Chip Seal		68945			68,945.00	
Budget											\$1,700,000	EDIT	40,000.00
Total											\$3,076,700	OTHER COST EST	1,997,170.00

2023 Paving List Phase 1

FILED

FILED

MAY 25 2023

WARRICK CO. AUDITOR

MEMORANDUM FOR THE PARCEL FILE

Date: 5/18/2023

WAIVER OF PARTIAL MORTGAGE RELEASE

The consideration for this parcel is \$26,500.00, all of which is for 2,777 square feet of permanent right-of-way and 2,641 square feet of temporary right-of-way (of which \$10,150.00 is for land and improvements and \$14,500.00 is for damages due to the reduction in setback, and \$1,850.00 for temp right of-way).

The appraiser estimated the value of the remaining property at \$213,500.00.

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

The County waives the requirement that a partial mortgage release be obtained for the mortgage dated 3/27/2009 on the subject property, which is a partial mortgage release for the mortgage on Indiana, Inc., assigned to Flagstar Bank, in the amount of \$141,230.00, 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:

Nancy E. Hermann, Land Agent

APPROVED:

By: Warrick County

ED Stinson, Project Manager





**WEIGHTS AND MEASURES MONTHLY REPORT**  
State Form 44166 (10/2019-99)

Indiana Division of Weights & Measures  
 5 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219-1177  
 Office: (317) 356-7078 • Fax: (317) 351-2878  
[www.in.gov/dwm](http://www.in.gov/dwm)

Inspector: Mike Arnold

Jurisdiction: Warrick

Date: 15-Apr to 15-May 2023

INSPECTION ACTIVITIES	STATISTICAL		TOTAL
	Correct	Rejected	
<b>SCALES</b>			
Scales - Police			0
Vehicle - State Inspection			0
Vehicle - City or County	3		3
Railroad Scales			0
Belt Conveyor Scales			0
Platform Scales			0
Portable & Document Scales			0
Hopper Scales			0
Computing Scales			0
Suspension Scales			0
Tare Station Scales			0
Non-Commercial Scales			0
<b>MEASURING DEVICES</b>			
LPG Meters			0
CNG Meters			0
Gasoline Meters			0
Gasoline, Kerosene, Diesel Tests	187	2	191
High Flow Diesel Tests			0
Mass Flow Meters			0
Test Meters			0
Tare Scales			0
<b>CALIBRATIONS AND TESTS</b>			
Commercial Weights			0
Prescription Weights			0
Wheel Weights			0
Force Meters			0
Liquid Measures			0
Linear Measures			0
Miscellaneous			0
<b>OTHER ACTIVITIES</b>			
Packaging Checkoff			0
LPG Gas Cylinders			0
Oxide Samples			0
Misc. Determinations			0
<b>GRAND TOTAL</b>	190	2	194

**NARRATIVE**  
 (Explain Miscellaneous Tests and Activities)  
 4-20 Freudenberg 3 nozzles Red tagged were repaired and put back in service. I sent the regional supervisor an email he responded I was able to meet in person with the service company to approve all nozzles 13 adjustments  
 4-22 Chuckles Boonville no issues 4-23 Casey's Boonville 2 red tags I was unable to test at this time. W&M must be contacted once repaired  
 4-23 Casey's Boonville 1 red tag I was unable to test at this time. W&M must be contacted once repaired  
 Warrick Station for Violation 5-2. All my seal had been replaced at Casey's, Lynnville I told the manager and showed him my seals next time I would issue fines. 5-1 Casey's Boonville 2 red tags corrected and placed in service. Did the follow at Freudenberg Red tag nozzle approved

**C-22-055**  
 Request for Extension of Surety  
 May 22, 2023

**BOARD OF COMMISSIONERS:**

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

ATTEST:

Auditor: *[Signature]*  
 Date: 5-31-23



ARCHITECTS | ENGINEERS | PLANNERS

April 17, 2023

Warrick County Highway Engineering  
 Attn: Bobby Howard  
 107 W. Locust Street - Courthouse, Room 208  
 Boonville, IN 47601

Re: Springhill Suites by Marriott - 9830 Pointe View Drive  
 Commercial Driveway Letter of Credit Renewal  
 Morley Project # 8958.4.007 B

Bobby,

On behalf of B L Bennett and Associates Inc, we are requesting the \$17,915.70 surety to be extended for one year to allow for completion of the Commercial Driveway.

Please let me know if you have any questions.

Thank you,

*[Signature]*

Jeremy Elrod, P.E.  
 Managing Engineer

cc: B L Bennett and Associates Inc

C-22-055  
 812-464-8666 ext 812-464-2614 Fax  
 4800 Rosebud Ln., Newburgh, IN 47630  
[www.morleycorp.com](http://www.morleycorp.com)

*[Signature]*

FILED

APR 19 2023

WARRICK COUNTY

AREA PLANS DIVISION



