

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**  
REGULAR SESSION  
COMMISSIONERS MEETING ROOM  
107 W. Locust Street, Suite 303  
Boonville, Indiana  
May 24, 2021  
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 Todd Glass and Administrator Roger Emmons were in attendance. Auditor Debbie Stevens and Secretary Kristine Georges attended and recorded the minutes.

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

**PLEDGE OF ALLEGIANCE**

**AREA PLAN COMMISSION  
REQUEST FOR EXTENSION OF SURETY  
C-20-04 RIVER CITY WIRELESS**

**Commissioner Phillippe:** Okay, the first order of business this evening is Area Plan.

**Molly Barnhill:** We have several requests for Extensions of Surety. The first one (1) is C-20-04, Commercial Entrance at 2899 Asbury Cemetery Road as posted by River City Wireless by Rodney Nicholson, the owner. We're holding six thousand six hundred four and forty-five cents (\$6,604.45) in escrow guaranteeing construction. They've had one (1) year and four (4) months. They're requesting a one (1) year extension at the same dollar amount. This surety expires June 5, 2021. And the County Engineer has signed off that that dollar amount would be sufficient.

**Bobby Howard:** Is anyone present?

**Molly Barnhill:** Is anybody here for River City?

**Commissioner Saylor:** I don't think so.

**Molly Barnhill:** I don't see them.

**Commissioner Johnson:** I don't see anybody.

**Commissioner Saylor:** Oh, there he is.

**Roger Emmons:** River City, you're on deck. I mean, you're up.

**Commissioner Saylor:** Rodney, you're up.

**Molly Barnhill:** Rodney?

**Commissioner Johnson:** Where you been?

**Rodney Nicholson:** I've been riding my motorcycle around the Courthouse out here. It's a nice view.

**Commissioner Saylor:** Well, you're late.

**Rodney Nicholson:** Evidently, I am. Sorry about that. Rodney Nicholson, River City Wireless.

**Bobby Howard:** Dollar amount is sufficient.

**Commissioner Saylor:** I have no problem with it.

**Commissioner Johnson:** Me neither.

**Commissioner Saylor:** I make a motion to extend the surety.

**Commissioner Johnson:** Second.

**Commissioner Phillippe:** All in favor?

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Rodney Nicholson:** What am I here for?

**Commissioner Johnson:** You can go back to riding around.

**Commissioner Saylor:** (Inaudible) now, you can go back and ride.

**Rodney Nicholson:** Go back and ride? Yeah.

**Roger Emmons:** Your surety's been extended.

**Commissioner Saylor:** Yeah, your...

**Rodney Nicholson:** Okay, I gotcha. For the (inaudible), yeah.

**Commissioner Saylor:** Your letter of credit for, for the drive.

**Rodney Nicholson:** Yeah, I think we have something else as well in a little bit. Go ahead. Do your thing.

**Commissioner Phillippe:** Thank you.

**Commissioner Johnson:** Thank you.

**Commissioner Saylor:** Thanks, Rodney.

**Molly Barnhill:** No, he's not, (inaudible).

**Roger Emmons:** Okay.

*(C-20-04 is on Pages 24 through 25 of these Official Minutes)*

### **C-20-043 DANCO CONSTRUCTION**

**Molly Barnhill:** Okay, our next one (1) is a Commercial Entrance, C-20-043, at 3788 Venetian Drive. Danco Construction, INC, by Chris Lasley, P.E. We're holding eight thousand five hundred sixty-nine dollars (\$8,569.00) in escrow guaranteeing entrance construction. They have had one (1) year and they're requesting one (1) year at the same dollar amount. Surety expires July 10, 2021. County Engineer has signed off on this dollar amount as well.

**Bobby Howard:** Oh, yeah. This is under construction still. I'd recommend approval.

**Commissioner Johnson:** Make a motion to approve C-20-043 for the extension.

**Commissioner Saylor:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

*(C-20-043 is located on Page 25 of these Official Minutes)*

### **MEIJER WARRICK SUBDIVISION**

**Molly Barnhill:** Our next one (1) is Meijer Warrick Subdivision. It's by Meijer Stores Limited Partnership by Michael Kinstle, VP of Real Estate. We're holding two (2) letters of credit for commercial entrance at eighty-five thousand (\$85,000.00) and drainage construction at two hundred fourteen thousand (\$214,000.00). They've had six (6) years and they're requesting one (1) year at the same dollar amount. These letters of credit expire June 27, 2021 and the County Engineer has signed off on those dollar amounts and the County Surveyor has signed off on the drainage amount.

**Commissioner Phillippe:** Any comments, Bobby?

**Bobby Howard:** Dollar amount is sufficient.

**Commissioner Saylor:** So, can I ask a question on this? So, this had been six (6) years. Obviously, these figures were six (6) years...

**Bobby Howard:** (Inaudible), yes.

**Commissioner Saylor:** Oh, so, so the dollar amount is still good six (6) years later?

**Bobby Howard:** Yes.

**Commissioner Saylor:** Is anybody here from Meijers?

**John Schidler:** My name is John Schidler. I'm actually with Woolpert Engineering Consultant for Meijer.

**Commissioner Saylor:** Oh, okay. I have a question. When are you guys gonna start breaking ground or moving dirt?

**John Schidler:** Meijers doesn't have a specific date yet. I know it's been, the site has been kind of dormant for a while. But, they have recently engaged us to start looking at, at some things to, to get going again and all that.

**Commissioner Saylor:** On that particular site?

**John Schidler:** Yes.

**Commissioner Saylor:** Okay. Okay, that's good to know. Cause we get a lot of questions.

**John Schidler:** Sure.

**Commissioner Saylor:** If they're coming or if they're not. That kind of thing.

**John Schidler:** I understand.

**Commissioner Saylor:** I make a motion to extend the letter, letter of credit.

**Commissioner Johnson:** And I'll second.

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Commissioner Saylor:** Thank you.

**John Schidler:** Thank you very much.

*(Meijer's Extension is located on Pages 25 through 26 of these Official Minutes)*

### **OAK PARK**

**Molly Barnhill:** Our last one (1) is for Oak Park Subdivision. Oak Park Development, LLC, by Dan Buck, Manager. We're holding a letter of credit in the amount of seventy-seven thousand seven hundred forty-one and forty cents (\$77,741.40) for street and drainage construction. They've had five (5) years and six (6) months. They're requesting six (6) months at the same dollar amount. This expires June 10, 2021. Those dollar amounts have been signed off on.

**Commissioner Saylor:** So, so Bobby, you want to explain the six (6) month extension or you want me too?

**Bobby Howard:** Sure. The last extension they had done some work and upon inspection that work was a little bit deficient, so they have to replace some of the, well, all of the asphalt surface in the development and it's going to take a little bit of time to get the milling machines rented, so they can operate them. They think it will probably be another month or two (2). But, six (6) months puts them through the construction season and prepares them for any weather that may occur. But, they need to fix some of those issues and then I believe there's some drainage issues as well that we're addressing with them.

**Commissioner Saylor:** So, that was kind of what was worked out with everybody that day. So, okay, I make a motion to extend, the six (6) month extension for the letter of credit.

**Commissioner Johnson:** Second.

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Molly Barnhill:** Okay, that's all we had.

**Commissioner Phillippe:** Thank you, Molly.

**Commissioner Saylor:** Thank you, Molly.

**Molly Barnhill:** Thank you.

*(Oak Park Extension is located on Pages 26 through 27 of these Official Minutes)*

### **APPROVAL OF MINUTES MAY 10, 2021**

**Commissioner Phillippe:** Next order of business is the Approval of Minutes from our May 10, 2021 meeting.

**Commissioner Saylor:** I make a motion to approve the May 10, 2021 Regular Session Minutes.

**Commissioner Johnson:** I'll second.

**Commissioner Phillippe:** Have a first and a second. All in favor say, aye.

**Commissioner Johnson:** Aye.

Commissioner Saylor: Aye.

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

Commissioner Saylor: Talk to that boy's mama.

### **APPROVAL OF ARAB AGREEMENT FOR STORM WATER DEPARTMENT BUILDING**

Commissioner Phillippe: Next order of business is our Consent Agenda, Roger?

Roger Emmons: Thank you, Mr. President. Only one (1) under the consent agenda. It's approval of the quarterly pest control services agreement with ARAB Pest Control. It's for the Storm Water Building. And I emailed the agreement to you and Todd and others on May 13<sup>th</sup>. Terry signed it per Dan giving his approval. So, Steve is committed, Steve Sherwood, Director of that department is committed to paying for these pest control services.

Commissioner Phillippe: Do we have all of our buildings accounted for now?

Roger Emmons: I hope so. I think so.

Commissioner Phillippe: Very good. So, that's the only item?

Roger Emmons: That's the only one (1) we've got under the consent.

Commissioner Saylor: I make a motion to approve the Consent Agenda.

Commissioner Johnson: I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

*(ARAB Contract is located on Page 27 of these Official Minutes)*

### **ITEMS FOR DISCUSSION DEPARTMENTAL REPORTS COUNTY ADMINISTRATOR DISCUSSION APPROVAL OF THE NUTANIX RENEWAL WITH KELLER SCHROEDER**

Roger Emmons: Moving on to County Administrator items. Discuss approval of the Warrick County Commissioners Nutanix Renewal Quote with the number listed there. That's with Keller Schroeder. You tabled it at your May 10<sup>th</sup> meeting and I do know that the President Phillippe met with Heather and Guy with Ty Eblin of Keller Schroeder to discuss this and other issues. So, I'll let him handle this one (1).

Commissioner Phillippe: So, we thought it was a little bit of money and I wanted to see if we could kind of line out the dates and determination dates on all of our contracts with Keller Schroeder. Quick answer is, no, we can't, because they get passed through from Nutanix. Keller Schroeder writes it because they're the local partner. They actually don't even get paid anything on this unless they do work under the agreement. So, it's basically just a pass-through and the terms are what they are. What was the amount again?

Roger Emmons: The amount is nine thousand four hundred sixty-three dollars forty-three cents (\$9,463.43).

Commissioner Phillippe: And that was for the server and the three (3)?

Roger Emmons: Included the server and three (3) licenses, pro-entitlement.

Commissioner Phillippe: For each memory bank?

Roger Emmons: Yes, Sir.

Commissioner Saylor: I make the motion to approve.

Commissioner Johnson: I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you, Gentlemen.

**BIEBER LAWN, LAKE AND FORESTRY SERVICES  
TREATMENT OF SCALES LAKE**

**Roger Emmons:** Next we have approve service, services agreement with Beiber Lawn, Lake, and Forestry Services, LLC, for annual treatment of Scales Lake. I sent a copy of the agreement to you on May 19<sup>th</sup>. The aquatic service and the agreement is listed as algae control and lake dying. The cost is seven thousand two hundred dollars (\$7,200.00) and Audrey did confirm that they pay for that out of their budget. I did send it, as I said, to Todd. It's a simple one (1) page. It's got one (1) front page and has terms and conditions.

**Todd Glass:** Just on item four (4) of the terms, Roger, refers to two (2) terms that seem out of place, maybe just correct that with them. It refers to Home Diagnostics, LLC and an inspector.

**Roger Emmons:** I see that.

**Todd Glass:** But, it's, otherwise in proper form for the Commissioners to approve. Just asking Roger to correct those terms.

**Roger Emmons:** Okay.

**Commissioner Saylor:** I make a motion to approve the aquatic service agreement for Scales Lake with the corrections as stated by Counsel.

**Commissioner Johnson:** I'll second.

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**Roger Emmons:** Todd, if I could have Terry sign the actual services agreement and then wait to get the terms corrected? Or have him sign that one (1)?

**Todd Glass:** Certainly...

**Commissioner Saylor:** Or could he strike those.

**Todd Glass:** You can strike them and send it back that way.

**Commissioner Saylor:** Yeah, and initial it. Terry initial it. And you guys...

**Roger Emmons:** Gotcha. Alright. Thank you.

*(Beiber Contract is located on Pages 28 through 29 of these Official Minutes)*

**APPROVE STATE OF INDIANA OCRA GRANT**

**Roger Emmons:** Next is Approve State of Indiana Office of Community and Rural Affairs Community Development Block Grant. It's a lengthy number A192-21-CV-CV3-376. That's in the amount of two hundred fifty thousand dollars (\$250,000.00). Terry signed it electronically on May 21<sup>st</sup>. And I now have a hard copy to file. I sent it all in to include Bob and Dan, Todd and others. It's for COVID-19 Phase 3, Assistance Grants to small business to help them retain positions held by at least fifty-one percent (51%), LMI persons. That's low to middle income.

**Commissioner Phillippe:** So, what have we approved prior, the application of the grant and now were just approving the...

**Roger Emmons:** Six thousand two hundred fifty dollars (\$6,250.00) of that grant is for their grant administration services. So, you did approve the grant application and it did take some time to get approved, which, obviously, it just did.

**Commissioner Phillippe:** Very good. I'll entertain a motion to approve.

**Commissioner Johnson:** I'll make a motion to approve the OCRA Grant.

**Commissioner Saylor:** Second.

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Roger Emmons:** Thank you.

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

**PROPOSAL FROM SPRINKLERS PLUS FOR COURTHOUSE LAWN IRRIGATION SYSTEM**

**Roger Emmons:** Last item I have, I wasn't sure if the Board wanted this on the agenda, but it is a proposal from Sprinklers Plus to Courthouse Lawn irrigation system installation. I sent that to you on May 18<sup>th</sup>, but I know that talking to Commissioner Saylor, he stated that we did receive quotes from two (2) other companies and they were much higher than what we have from Sprinklers Plus. That said, do you want me to state the, those in the meeting? Sprinklers plus?

**Commissioner Saylor:** I think so because, while I can't locate the Five Star estimate, I know I have it. Both, both those estimates were double, almost double what Sprinkler's Plus, so we feel with seeing those three (3) estimates that we, this is the vendor we want to use. They've come back the lowest by a substantial amount for the same...

**Roger Emmons:** The third one (1) was, I think was Matt Wisner, New Growth?

**Commissioner Saylor:** Yeah, and he gave a quote between twenty (\$20,000.00) and twenty-five thousand (\$25,000.00). And so, again, that was substantially higher.

**Roger Emmons:** Did you want to include, I mean there's an upgrade to Wi-Fi controller...

**Commissioner Saylor:** Yes.

**Roger Emmons:** Okay.

**Commissioner Saylor:** We just don't want to add the fertilization option.

**Roger Emmons:** Alright. That's twenty-two thousand four hundred fifty (\$22,450.00), so we're striking that.

**Commissioner Saylor:** Striking that. Correct.

**Roger Emmons:** Okay, so the other part's the grass price, nine thousand nine hundred seventy-five (\$9,975.00).

**Commissioner Saylor:** Yep.

**Roger Emmons:** Upgrade to WiFi Controller, three hundred fifty (\$350.00).

**Commissioner Saylor:** Yep.

**Roger Emmons:** Add drip irrigation to four (4) flower beds.

**Commissioner Saylor:** Yes.

**Roger Emmons:** That's one thousand three hundred (\$1,300.00). And install boost pump if necessary.

**Commissioner Saylor:** That's where they don't know, he doesn't think that they'll have to install all that.

**Roger Emmons:** Okay.

**Commissioner Saylor:** But, let's approve it based on their discretion. Cause all the quotes were, they all had that as an option.

**Roger Emmons:** Okay. And that was nine hundred dollars (\$900.00) for that particular option.

**Commissioner Phillippe:** I think that's probably why he asked me what size line we put in. Right?

**Commissioner Saylor:** Yes. Yes.

**Commissioner Phillippe:** Yep.

**Commissioner Saylor:** And so, Terry has facilitated the installation of the meter and that's been completed.

**Roger Emmons:** Right.

**Commissioner Saylor:** So, we're really ready to go. So, and that will be paid for by the bond contingency funds. So, that won't be, that's, that's kind of been our budget all along, if we had money left from the project, and we do.

**Roger Emmons:** Alright, Sir.

**Commissioner Saylor:** I make a motion to approve the proposal from Sprinkler Plus, Courthouse lawn irrigation. I also might say, that estimate is, what, over a year old? Roger?

**Roger Emmons:** Um...

**Commissioner Saylor:** And he honored the same price and I know, he give it to us last year.

**Roger Emmons:** The date on it, it was emailed to you and Heather per request from Terry for her to contact this company. So, because of the date on here, it just says seventeen (17), colon, twenty-nine (29). And that's more like a time.

**Commissioner Saylor:** Yeah, so, I just, I just thought that was pretty interesting when I talked to one (1) of the other vendors and they said that the prices went up on PVC substantially and I was quite surprised the vendor honored the same price. So, I thought

**Commissioner Phillippe:** (Inaudible).

**Commissioner Saylor:** I just wanted to put that in the record that I thought that was pretty good of that vendor to honor that same price cause he could have raised it easily.

**Commissioner Phillippe:** So, you made a motion.

**Commissioner Saylor:** I made a motion.

**Commissioner Johnson:** Second.

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Roger Emmons:** Thank you, Gentlemen, that's all I have.

*(Sprinklers Plus Agreement is located on Page 29 of these Official Minutes)*

**COUNTY ATTORNEY  
FIRST AMENDMENT TO THE EMS STATION LEASE AGREEMENT WITH  
TOWN OF CHANDLER**

**Commissioner Phillippe:** Alright, let's see. Next item of business is our County Attorney.

**Todd Glass:** Yes, Sir. Thank you, Mr. President. If I would, I'd like to go a little out of order because Mr. Seth Zirkle is here for the Town of Chandler. If you do item number three (3), which is a First Amendment to the EMS Station Lease Agreement and Mr. Zirkle will come up and probably help me introduce the situation to you. Because the County has a fifty (50) year lease with the Town for the EMS Station and some happenings are going on with regards that track and the parent track and maybe Mr. Zirkle can explain it.

**Seth Zirkle:** Sure, thank you, Mr. Attorney, Seth Zirkle from Jackson Kelly and (inaudible) here tonight, this afternoon. I represent the Town of Chandler. Thank you, Commissioners, for your time in advance. As Mr. Attorney noted, the Town of Chandler and Warrick County are subject to a fifty (50) year lease with a fifty (50) year renewal term. So, none of us in this room will even be here when the first from you, the first term expires let alone the, if the term is renewed. This is for the EMS Station. And I apologize, Commissioners, there is a packet and at the top is the underlying lease, the original lease. And behind that you'll see some additional documents and I'll just quickly walk you through those. But, in 2010, the County and the Town of Chandler entered into a lease for approximately point four (0.4) acres of property on State Street in Chandler. And subsequent to the lease being executed back in 2010, an EMS Station, an EMS Station was built and has been operated on that site for quite some time. And my discussion, with Mr. Attorney has indicated, the County, much to the happiness to the Town of Chandler, has invested a considerable amount of money in that property I think north of four hundred thousand dollars (\$400,000.00). Now, under the terms of that 2010 lease, the County was granted a right of first purchase. And that right is for no consideration, effectively one dollar (\$1.00). Now, unbeknownst to the Town of Chandler, back in early 2020 the Town entered into negotiations and subsequently entered into a purchase agreement for the abutting approximate four point six (4.6) acre tract. So, you can mentally think that if you're driving north on State Street, you're going to pass the EMS Station there to your left and right beyond that State, that station, just to the north, is an open field. And that is the approximate four point six (4.6) acre lot that we're under contract to sell. The buyer/developer is put in considerable amount of time and resources into running his diligence into that property. It is expected to be a good thing for the Town. It's going to be income producing by way of tax revenue. The developer intends to a multi-family low income housing, partial low income housing project on that and has been awarded low income housing tax credits from the State of Indiana. They, the developer is currently has a plat pending before the Town's Planning Commission to parcelize that total five (5) acre tract. Now, before you tonight, because unbeknownst to the Town, the lease was in place and we realized, once we realized the lease was in place, we discovered that the leased premises description does not exactly comport with the plat description and the second item in there is actually a drawing that Morley has provided, and the Commissioners, you'll see there, the, the EMS Station is depicted and you'll see the lease premises parameter. It says Resolution, it was actually a Resolution that was passed in 2010, but under the lease, you'll see that the lease premises falls entirely within the bounds of the plat. And so, in discussion with both the potential buyer as well as the Town of Chandler, it was agreed that the preferred path, for the Town and the developer, would be to propose an amendment to the lease which would effectively result in the County obtaining approximately point one nine (0.19) acres of additional leased area and for no additional monetary consideration given the dimensions of the area and it's location and the fact that there's not any practical value on the open market on that area. Since that time, that decision was made, the Town of Chandler last Monday evening's meeting undertook an authorizing Resolution approving an amendment to the lease subject obviously to the Commissioners consideration of it and any comments from the County Attorney, Attorney's Office. To revise the lease; to provide the County with the larger lease premises. In addition to that, the 2010 lease provided the County with a right of entry onto the abutting five (5) acre track. And that was because, at the time, it was not entirely clear if the County would need access to the larger track to satisfy any Storm Water green space set back requirements. So, under the lease, there was a right of entry on that track. So, certainly, the continued ability to exercise that right of entry would frustrate the ability for our buyer to close and develop that abutting parcel. So, I enlisted the assistance of (inaudible) the director of Storm Water for the Town to confirm that there are no issues, open issues or historic issues with compliance by way of either Storm Water runoff retention requirement, set back, or green space. Mr. Fischer has confirmed as much and so the lease also, the amendment, the proposed lease amendment would also amend the lease to remove that right from the underlying 2010 lease cause it's not needed. It's, you know, the building's been there now since early 2011. It is in compliance with all code requirements. And so, the proposal would be to strike that provision from the lease. So, to summarize, I've also, also provided you with a larger print out of the proposed plat. And you'll see there, the location of the, of the station as well as the significantly larger side yard to the north that will result from that. In closing, the final thing I would note, Commissioners, is that under the 2010 lease, the County was granted as part of its leased premises an easement area to the rear of the leased premises that would

then traverse to the west, to the westerly boundary and then go north approximately two hundred seventeen (217) feet. At the time that the lease was in place, or executed or entered into, there were no underground utilities facilities in that area. Since that time, they have been installed. They do service the station exclusively. Rob Coghill and his crew went out last week to confirm that those utilities facilities are entirely within the bounds of the easement as it appears on the plat. And upon the recreation of that plat, it would become a dedicated easement of record. So, the County would continue to have and enjoy the rights recorded to the leased premises by virtue of that easement dedication appearing on the plat. At that, at this point, I'll go ahead and be happy to address any questions or comment, concerns that you Gentlemen may have.

**Roger Emmons:** Gives us more to mow.

**Commissioner Phillippe:** I've got a comment or a question and I'm...

**Seth Zirkle:** Sure.

**Commissioner Phillippe:** Sure you don't have the answer, but our maintenance staff who does mow the EMS Station has commented that, I believe, on the south border of, of our piece, that it's perpetually wet. Have you heard them say that?

**Commissioner Saylor:** Uh uh.

**Commissioner Phillippe:** So, I guess my question is, do, can, are you allowed to divulge the developer's name? It'd be nice to know if there's something in the ground there that's causing a perpetual...

**Seth Zirkle:** The developer is Keller Development. And they, my understanding is as of today, as of last week, they have undertaken all their diligence undertakings, but you know, certainly Keller's been a cooperative with the Town. Yeah, Keller Development is the buyer of that.

**Commissioner Phillippe:** Like to make sure that if there's a problem, we don't necessarily get stuck with it or can solve the problem if they're going there.

**Seth Zirkle:** Sure. And Keller is aware of the station, obviously, I mean they've done their site work and they are aware of, of the County's option to purchase. And that was one (1) thing I did mention is the other aspect of all of this is that the County, like I said, was afforded the right to purchase. We have, we, the Town, has issued its notice to the County that we are on the, the Town is under contract. Unfortunately, the right is not clearly drafted. Because the County's right is actually triggered when the Town sells the dirt. But, we've got to give you notice ninety (90) days prior. But then, you, the County, have to give notice of its election to exercise the rights sixty (60) days prior. Which begs the question, what happens if we never close with our buyer? Now, by all accounts, we fully anticipate that this buyer will go forward. They've like I said, they've undertaken their diligence. Now, with that said, their diligence period expires in, in August, early August. And under our purchase agreement, the closing date would be the first Tuesday after Labor Day. So, that's September 7<sup>th</sup>, I believe. So, that's the outside closing date. But, like I said, they've done, to my knowledge, all their site work. At this point the only remaining, quote, open item is their pending subdivision plat which we've postponed due to this unexpected discovery of addressing the lease.

**Todd Glass:** Mr. President, you said that was on the south?

**Commissioner Phillippe:** That's what I, that's what I believe. I'm not one hundred percent (100%) sure about that.

**Commissioner Saylor:** You know, Terry, I think you're talking about kind of like right in here.

**Todd Glass:** Um hum. And that's, that's a shared with the property owners to the south of them.

**Commissioner Saylor:** Right here.

**Commissioner Phillippe:** I apologize. So, the west side. Sorry.

**Todd Glass:** West?

**Commissioner Phillippe:** Yes.

**Todd Glass:** Okay.

**Commissioner Saylor:** Wait, let me see here. Which way is this?

**Seth Zirkle:** And I've not seen a, I've not seen a site plan. I do know that it's part of their submission to IHCEA for the low income housing. That would have been part of the submission. So, I'd be happy to provide a copy and let you guys look at that.

**Commissioner Saylor:** (Inaudible).

**Commissioner Phillippe:** So, I guess here is where the...

**Commissioner Saylor:** Oh, really?

**Commissioner Phillippe:** Yeah.

**Commissioner Saylor:** Okay.

**Todd Glass:** So, I suppose we can probably chase that issue down, but, unless Mr. Zirkle would describe it some other way, I think what, first matter at hand isn't necessarily deciding whether or not you wish to exercise your own option, I think we need to amend the lease agreement that Mr. Zirkle has proposed. I think he and I still have to do a



**Seth Zirkle:** Sure. Um hum.

**Todd Glass:** We recommended one (1) other edit to the amendment to dealing with the option. Mr. Zirkle and Mr. Fischer, we thank him for coming today too. Want to assure the County that Storm Water issues have been, were in compliance and there's no issues there. So, there's no need for any continuing right on the lot that they're selling. And we can maybe even address the easement dedication, perhaps. But, I would, I would recommend that with, with your approval, we work those final details out of the first amendment and get that in place for your approval and we could easily do that.

**Seth Zirkle:** Sure.

**Todd Glass:** And that will address the option issue and that will help Mr. Zirkle and I know when you need to make a decision if you wish to exercise that option and actually give notice of it.

**Commissioner Phillippe:** I'm good with all of that. And I will say that I'm familiar with the Keller Group and they seem to be good people. I've had dealings with them in the past. So, I'll...

**Todd Glass:** Does that timing work good for the Town?

**Seth Zirkle:** It does. I simply request anything we can do to expedite. So, again, this came up unexpectedly. Originally, the, and actually, one (1) of the principles from Keller, Greg Majewski, actually drove down from Ft. Wayne to meet with the public at the public hearing that was held. That public hearing has been tentatively continued. We had hoped to have the meeting on June 7<sup>th</sup>. But, in order to meet that, we have statutory notice requirement that notice would need to go out effectively this week.

**Commissioner Saylor:** So, can't we, can't we give you the authority to, to make the changes on our behalf and have Commissioner Phillippe sign it and put it on our Consent Agenda?

**Todd Glass:** Right, by motion, move to approve the first amendment to the lease agreement and authorize Mr. Phillippe to enter into it on behalf of the County with the stated improvements made.

**Commissioner Saylor:** I make that motion as stated by Counsel. Oh, do you want to repeat it, Bob?

**Commissioner Johnson:** Please do. I'll second.

**Commissioner Phillippe:** I have a first and a second. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Todd Glass:** But, that will keep us moving, Seth.

**Seth Zirkle:** Sure.

**Todd Glass:** And we'll talk to you tomorrow about those fixes and move forward.

**Seth Zirkle:** Yep, I appreciate it and thank you so much.

**Todd Glass:** Thank you both.

**Commissioner Phillippe:** Remind me to ask Brad about that.

**Commissioner Saylor:** Okay.

**Todd Glass:** Thank you, Mr. President.

*(Town of Chandler Amendment/Lease is located on Pages 29 through 31 of these Official Minutes)*

### **ORDINANCE ESTABLISHING WEIGHT LIMITS FOR CHIP AND SEAL ROADS ORDINANCE 2021-22**

**Todd Glass:** Then backtracking, got three (3) copies of the proposed Ordinances coming your way that you may have seen already. Perhaps needing a number today, would be the new Ordinance establishing Weight Limits for Chip and Seal Roads.

**Kristine Georges:** And that number would be 2021-22.

**Todd Glass:** And I've handed out all my copies of that. But, I don't know if Bobby is still reviewing this for final edits, but, it's an Ordinance by the Board of County Commissioners amending Title 7 of the Code of Ordinances of Warrick County, establishing various weight restrictions for County roads and making other improvements, setting vehicle limits, ten (10) tons or twenty thousand (20,000) pounds across County highways, but also adding provisions for vehicles of twelve (12) tons or twenty-four thousand (24,000) pounds requiring road usage agreements with the Highway Superintendent's Office before operating those sorts of vehicles. It also provides for other provisions for entering into the road usage agreements and fees for those road usage agreements. And a new clause for repetitive hauling issues. And it's possible that the Board and Mr. Howard needs to work through these issues still. I don't know that it's necessarily rip-raring to go or not.

**Commissioner Phillippe:** Bobby, do we need some more time? Or....?

**Todd Glass:** We certainly need to establish a fee rate for entering into road usage agreements for vehicles in excess of twelve (12) tons. But, I think the provisions before Section 70 of the Code does give the Highway Superintendent more latitude and ability to address these issues both for weight limits, larger vehicles in excess of twelve (12) tons and also the new provision for repetitive hauling which also does destruction to County roadways.

**Bobby Howard:** I like the twelve (12) tons, regardless of posted weight restrictions. That's a, basically, that makes any County road that's non-commercial, a twelve (12) ton weight limit.

**Commissioner Johnson:** Bobby, silly question, but does that exclude service vehicles? For instance, trash pickups, or gas...?

**Bobby Howard:** It has in the past. As they're doing, as they're running their service routes, the same was as if houses our being built and concrete trucks are needed. As long as, they're doing their...?

**Commissioner Johnson:** But not for repetitive use?

**Bobby Howard:** Right.

**Commissioner Johnson:** Gotcha.

**Bobby Howard:** Repetitive use is more or less someone hauling dirt over the same roadway several times in a day. I think, to just define that, I didn't get that far. Basically, whatever.

**Todd Glass:** I understood, Mr. Howard explained that he doesn't necessarily, his office doesn't necessarily know when repetitive hauling projects are starting or stopping, but sometimes he's made aware of these things. So, I think his office need's some wide latitude to identify repetitive driving, operating, and hauling of these vehicles that might fit into the 70.07 amendment.

**Bobby Howard:** Yeah, so, that's been an issue and then there were other issues in the existing Ordinance that were just outdated. So, that brings this, those into compliance to more towards today's standards. Some of the older roadways have been improved since then and some had three (3) or four (4) ton weight limits. And to they have either been eliminated or brought up to the ten (10) ton weight limit.

**Todd Glass:** You'll notice the schedule attached to Chapter 72, Mr. Howard's office has put in a lot of work, and it's substantially different from the prior schedule and updated. If, if, if the proposed language meets with Mr. Howard's approval, we just need a fee rate for entering into road usage agreements under 70.06.

**Commissioner Phillippe:** Is that, is that substantially different than anything else that we already have for road use agreements? Or is it the same?

**Bobby Howard:** Currently, there is no fee.

**Roger Emmons:** No.

**Commissioner Phillippe:** Okay.

**Bobby Howard:** They just come in, we meet with them or Roger will meet with them and then Roger and I both sign off on the agreement.

**Commissioner Saylor:** But, when we're dealing with the coal mine or something, there's some fees in place.

**Bobby Howard:** Not for the road use agreement, but for the, for road closures. They, they reimburse us certified mileage for the length of the closure because of the years that go by that we lose that maintenance because they close the road. But, for a road use agreement, they just bond it. There's no fee involved for...

**Commissioner Saylor:** Right, the coal mine does. But, now, if somebody else does, uses the road, we're not requiring bonding from them.

**Commissioner Johnson:** For instance, logging or something...

**Bobby Howard:** Logging doesn't, but that is the only thing because that was kind of considered like a farming type use. They were harvesting the trees.

**Roger Emmons:** Harvesting trees.

**Todd Glass:** But, in these new scenarios, the road usage agreements require bonding, right? But, chances are, I could be wrong, but these types of scenarios might require the County to prepare the road use agreement and the administrative, and the cost of entering into those, I believe, Mr. Howards just thinking an application fee of some sort would be proper.

**Commissioner Saylor:** So, so, so, Bobby, let's just take that Meijer property for an example. They've got to raise that property for an example. They've got to raise that five (5) feet. They've got to bring in three thousand (3,000) cubic yards of dirt. So, there's going to be semis galore coming in.

**Bobby Howard:** Yes.

**Commissioner Saylor:** They can do that and not pay a fee?

**Bobby Howard:** They'd have to enter into a road usage agreement and put up a bond.

**Commissioner Saylor:** Okay. Alright. So there's, that's, that's my point. But, they do that, there's still no cost to, for

**Bobby Howard:** Right.

**Commissioner Phillippe:** Needs to be a fee.

**Roger Emmons:** Now, on the smaller ones, like the loggers, just, you know, when Bobby and I sit down, these are normally small businesses, they may only haul two (2) or three (3) loads a day at the most. And a lot of times, they're not hauling triaxles or anything like that. So, we just take them on a case by case basis. But, the ones you're talking about, Dan, that's way different when you've got repetitive hauling.

**Commissioner Saylor:** That's a lot of undeveloped ground there that's going to be, need to be raised. That's, have been sold, that is for sale, and that's why I'm just thinking. If there's, you know, thousands of cubic yards of dirt on those new roads down there on the Wellness Trail, I just, I just want to protect it. And then I think there needs to be a fee because he's going to, him or, Bobby or Steve's going to have to go down there and inspect it. It's going to take their office time and that kind of thing to have a very minimal fee.

**Roger Emmons:** That's definitely not unreasonable.

**Commissioner Saylor:** But, that's just my thoughts.

**Commissioner Phillippe:** So, parleying on a conversation that we had this week, could we store those fees in anticipation of hiring an inspector at some point?

**Todd Glass:** You didn't need a fund or line item I would think.

**Commissioner Phillippe:** I mean I don't want to throw a stick in the spokes here.

**Todd Glass:** If that's something that ought to be considered done, you could approve the Ordinance and we could amend it to reflect the different use of funds.

**Commissioner Saylor:** It'd be the same thing as our Building Inspector. His fees go into his line item. His fees could go and help compensate.

**Commissioner Phillippe:** Yep.

**Todd Glass:** Or, we can add that now and bring it back to the next meeting.

**Commissioner Phillippe:** Like I said, I don't want to throw a stick in the spokes here, but just a thought.

**Commissioner Saylor:** Is this, is there a time issue with this, Bobby?

**Bobby Howard:** We constantly have haulers hauling on these roadways. And...

**Commissioner Johnson:** Got a lot of issues up by me too with this. Especially with, some of those logging trucks and things like that, I mean, they're coming out of there, no, it's not one (1) or two (2) times a day.

**Commissioner Saylor:** Yeah, it's a bunch.

**Commissioner Johnson:** It's one (1) or two (2) times an hour.

**Commissioner Saylor:** But, is that, is that like, like they said, is that considered a, a crop? Is that considered a farming operation?

**Commissioner Johnson:** Well...

**Commissioner Saylor:** Legally?

**Commissioner Johnson:** No.

**Bobby Howard:** I don't think so.

**Roger Emmons:** It's not agriculture, I wouldn't think. But, I'm no expert on that. I would think agriculture has to involve food.

**Bobby Howard:** That was just a past argument that was made to the Board at one (1) time.

**Roger Emmons:** Yeah.

**Commissioner Johnson:** And to me, farming operations, you know, Bobby, he's spelled it out to me before, that's any vehicle that has the agriculture tags on it. So, they've already paid their fee. If you don't have an agriculture tag, then you shouldn't be hauling on those roads.

**Commissioner Saylor:** And tree, tree folks don't have those tags.

**Commissioner Johnson:** That's correct.

**Roger Emmons:** Wouldn't think so.

**Commissioner Johnson:** Neither do a lot of farm people.

**Bobby Howard:** Where does the fee go? Or who, who would take in the fee? The Commissioner's Office?

**Todd Glass:** Well, we have to, we honestly have to get that figured out.

**Commissioner Phillippe:** I'd be fine with talking about that as a phase two (2) or whatever.

**Commissioner Johnson:** I think we can go ahead and look at this and approve it pending, I think we know we've got to make some amendments to it.

**Commissioner Phillippe:** Yep.

**Todd Glass:** Initial road usage agreement fee?

**Bobby Howard:** As far as just to encompass our time it takes to review or...?

**Roger Emmons:** Cause they go out and videotape a haul route and inspect it before the haul and monitor it during and go back after it's finished and video it again.

**Commissioner Saylor:** (Inaudible), two-fifty (\$250.00)?

**Todd Glass:** It, it, it should meet, it should reflect your, the office's anticipated administrative expenses associated with entering into the, excuse me, entering into the road usage agreement.

**Commissioner Saylor:** Well, you restate that, I'll restate my figure then. Cause Bobby's expensive.

**Bobby Howard:** Your number was probably close.

**Commissioner Johnson:** I think, you know, for the ...

**Commissioner Saylor:** For the, two-fifty (\$250.00), two-fifty (\$250.00), Bob, is what I wrote down.

**Commissioner Johnson:** I'm good with that, except, you know, we've mentioned Bobby would have to go out and inspect it, you know, more than once he's going to have to go out there and inspect.

**Commissioner Saylor:** Sure. At least before and after. So, that's two (2) trips.

**Commissioner Phillippe:** And if we've got a problem, it's two (2) times a week.

**Commissioner Saylor:** Yeah.

**Commissioner Johnson:** Yeah, so, I'm not opposed to the two-fifty (\$250.00) to five hundred (\$500.00) range. I think that'd be a good range.

**Roger Emmons:** But, you could argue that their time and their equipment and everything is budgeted for.

**Commissioner Saylor:** Could, could we so if there's problems, that means there's issues that they're hauling too heavy, something, or whatever, could we do the initial fee of two-fifty (\$250.00) and then if there's additional trips that he has to make because of an issue, could we say, each trip is one-twenty-five (\$125.00) or whatever or whatever? I don't, I mean, I don't know.

**Bobby Howard:** That's, that's...

**Commissioner Saylor:** Does that get too cumbersome, Bobby?

**Bobby Howard:** Yeah.

**Commissioner Johnson:** Let's not sit here and solve this now. I mean it's going to take some discussion.

**Commissioner Phillippe:** yep.

**Todd Glass:** We can address that concern for example in the amendment.

**Commissioner Phillippe:** So, we're establishing the Ordinance and the initial fee, correct?

**Todd Glass:** Of two hundred fifty dollars (\$250.00) for road usage agreements and updating and amending Chapter 70 of the Warrick County Traffic Code with new traffic weight restrictions and updated schedules of weight restrictions that are currently in place.

**Commissioner Phillippe:** Very good. Someone like to make that motion?

**Commissioner Saylor:** So moved. I will make that motion.

**Commissioner Johnson:** And I'll second.

**Commissioner Phillippe:** Have a first and a second. All in favor please, say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**Todd Glass:** Thank you, Mr. President.

*(Ordinance 2021-22 is located on Pages 31 through 34 of these Official Minutes)*

### **RESOLUTION ESTABLISHING ELECTRONIC MEETINGS POLICY RESOLUTION 2021-07**

**Todd Glass:** Next up is a Resolution. 2021...?

**Kristine Georges:** Dash '07.

**Todd Glass:** Dash '07, which is a Resolution of the Board of Commissioner of Warrick County, Indiana, establishing the policy by which members of the Board of Commissioners may participate by electronic means of communication. That can easily describe this update to the Code of Ordinances, and in the past, you're able to participate in a Board of Commissioners meeting electronically, remotely. The State of Indiana's updated the Statutes for electronic participation that now allows you to vote even though you're electronically connected virtually to the meeting. No more than one (1) Commissioner can be virtually connected to the meeting. But, up to one (1) Commissioner can be virtually to a public meeting and with this update per Indiana Statute, you may also vote. You need to have the policy in place however to adopt the updates that have been recommended by the State.

**Commissioner Phillippe:** So, all of the other County Boards with presumably will pass their own Resolutions?

**Todd Glass:** Yes. This would just be for the Board of Commissioners. And I believe there's another phrase, also Boards fully appointed by the Commissioners. Can't really give you an example of that. You know, the Solid Waste District, Parks Board, etcetera, etcetera, they would have to adopt their own policy.

**Commissioner Phillippe:** Understood.

**Commissioner Johnson:** Make a motion to approve Resolution 20-20, or, I'm sorry, 2021-07.

**Commissioner Saylor:** Second.

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

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**Todd Glass:** Thank you.

*(Resolution 2021-07 is located on Pages 35 through 37 of these Official Minutes)*

### **APPROVE TERMINATION OF LEASE AGREEMENT WITH OLD NATIONAL BANK FRIENDS OF WARRICK COUNTY CASA**

**Todd Glass:** Next up on the agenda, we have some updates to the County's relationship with Friends of Warrick County CASA. I know we have at least Mr. Bob Lacer here, if you have any questions for them. But, with, in fact, maybe Mr. Lacer would like to describe briefly what has been going on with the updates to the Friends of Warrick County CASA entity. But, I believe because of it, what's before the Board is terminating the lease with Old National Bank and the sublease with Friends of Warrick County CASA who will in turn enter into their own lease.

**Bob Lacer:** Right. Thank you, Sir. My name's Bob Lacer. I serve as President of Friends of Warrick County CASA. And if I may, just to update you a little bit on where we've been, where we are, and what, we project to go which is impacting some of the decisions you may have to make. CASA is a State mandated program. So, it goes through government entities. And while State mandated, it's not fully State funded. So, that the role of Friends of Warrick County CASA is to come up with whatever funding we can to support, keep the program going. Needless to say, we wish we didn't have to have a program like CASA because it does work with abused, neglected children of Warrick County. The facts being we do have to have a program like that. If it weren't for Friends of Warrick County CASA, CASA would operate, but on a very small scale. And it's not a, it's not a job where you, you're done today, and you go home and you're with your family, you don't have to worry about it the rest of the day, until the next day. Many times, our CASA staff work after hours. And the way we were formulated is that there was no full time staffing. It was all part time staffing. And our part time staffers put in many hours beyond part time. It's to the point now where the Friends of Warrick County Board has decided that we need to do something to, if we're going to keep our staff, we need to do something to pay them for the many hours they work beyond that part time status. So, what we have set out to do is to become a 30...501c3 program where we're fully non-profit. Friends is not loaded with money. We have to have fundraisers like everybody else. The State, the money that our CASA Program receives is some from the State, some from the County Council, and they've been very gracious in helping us. We receive some support from the County Commissioners which I think you're going to address today, in the form of a building. Prior to three (3) years ago, our CASA office was located in a small office in the Courthouse. And we had three (3) people, three (3) office people working there trying to conduct business. And the, if you knew the room, it was a closet, to be honest with you. Now, through some graciousness of Old National Bank, they've let us, given us a lease of their office suite upstairs at a very reasonable rate of about fifty-seven hundred dollars a year (\$5,700.00). And that's manageable for us. The Friends' goal is to put enough money aside to keep those doors open in the case everything falls apart, at least for two (2) years. Because even though COVID may hit, abuse and neglected are still being affected. So, we have to do whatever we can to keep the doors open.

**Commissioner Saylor:** Probably goes up.

**Bob Lacer:** Pardon me?

**Commissioner Saylor:** Probably goes up during...

**Bob Lacer:** She can, Diane can speak to that. Yes. But, the bottom line is, we're going to have to have the program. And as it is now, our staff, we're running crazy trying to keep up with the numbers. All you have is one (1) significant drug bust and you may get four (4) or five (5) kids that you don't have anybody to work with them. And so that's Diane and her staff's job to find advocates to speak for them in the Court system, to speak for them in the educational system, to hope that we can get this thing turned around for these kids. And I think we have a pretty good success rate. But, it takes a large toll on our staff. So, what the Board is trying to do is to come up with funding and other ways for funding full time staff members. And so, we have a plan in place to do that. We have secured the funding that we already had from the State and from the County Council with Mr. Richmond. But, we're still on, we're still bare. We still don't have a lot of money extra. And so what, what the County Commissioners have, or have done in the past is provide a sublease for us for the office suite which I think entails paying insurance for it and there might be other things I'm not aware of also. But, we're not in a position where we can, we can afford any cuts. We're threadbare as it is. Like I said, we, we would like to in two (2) or three (3) years, yes, be in a good place where we can say, okay, we're, we're financially stable. But, that's a long way away. We do have fundraisers throughout the year. So, we have people on all sides trying to do what we can to provide for these kids through a lot of volunteers. And if you've never been to the CASA office which is located on the second floor of Old National Bank, I encourage you to go. Because Diane and her staff have taken this office space and she's made it a clothes closet. She's made it a food closet. She's made it into, any way we can try to address these kid's needs. We have a lot of civic organizations that help us out. Churches who help us out. And you see, the old adage, you know, it takes a village to raise a family. Well, it does. These kids here through no fault of their own are in bad situations. Some, they're bad, I'm just telling you. They're bad. And if we can, thank goodness we have people like Diane here who has a heart of gold to work with these kids and she has staff members that are willing to work. But, they need to be paid for what they're worth. So, that's what Friends has tried to do, to become a 501c3 where we don't have to rely on other entities to provide our funding. We're trying to do it on our own, but we're not there yet. So, anything that you all can do to help us at least try to get that, to that stage will certainly be appreciated.

**Commissioner Saylor:** So, Bob, Bob asked me a question, you know, before the meeting started, so, Counselor, we have, we have a problem for paying for non-county entity, right? How can we...?

**Todd Glass:** Yeah, I'm not personally familiar with the support the County provides Friends of Warrick County. But, they're entering into a lease with Old National Bank, so our lease with Old National Bank and our sublease with the Friends needs to be terminated I think effective August 1st. I believe.

**Diane Alexander:** If I may...?

**Todd Glass:** That's, I've been made aware that a new lease has to be entered into. That's step one (1).

**Diane Alexander:** Hi, Diane Alexander with Warrick County CASA. I have not been made aware. I was made aware of today's meeting today. And so, I have not been aware of the lease or the new lease agreement of anything else. So, I'm not sure where all of this is coming from. So, I don't know.

**Bob Lacer:** We just signed our lease.

**Diane Alexander:** Well, we just paid...

**Bob Lacer:** Paid our yearly lease last month.

**Diane Alexander:** Yeah. We just paid the rent for the, for the year.

**Commissioner Phillippe:** Let me ask a question. I want to clear something up in my mind.

**Diane Alexander:** Yeah?

**Commissioner Phillippe:** The name of the organization, Friends of Warrick County CASA...?

**Diane Alexander:** So, in the beginning, Friends was established as a 501c3 as a fundraising arm for Warrick County CASA because we didn't have enough funds to get the program where we needed to be to serve a hundred percent (100%) of our kids. So, this last year, I, I asked Judge Granger, you know, is there any way we'll be able to see full time positions in our office. Just the load that we're carrying is just not feasible at this point to continue that, that level of productivity. And I can honestly say in the last two (2) years, we've served a hundred percent (100%) of our abused and neglected kids here in Warrick county, the Warrick County CASA has. And so, Judge Granger said, no, that wouldn't be feasible. That the County Council, there's no funds for that. There's just no way that they would be able to pay for, like the insurance and that stuff. So...

**Commissioner Phillippe:** What I'm trying to figure out is, I thought that I'd heard somewhere along the lines that Warrick County CASA, Friends of Warrick County CASA, and is there a new business entity?

**Diane Alexander:** What Friends has done is applied for a name change and the name change had been approved by the State. It'll just be Warrick County CASA, Incorporated now.

**Commissioner Phillippe:** Okay, so there's a new Federal ID number involved.

**Diane Alexander:** It, there will not be a new Federal ID number. It will be the same Federal ID number as Friends had previously. We just submitted the file, the numbers to do a name change.

**Commissioner Saylor:** Name change.

**Diane Alexander:** Yep.

**Todd Glass:** So, you've been a 501c3 all this time?

**Diane Alexander:** Yes.

**Bob Lacer:** Friends has.

**Diane Alexander:** Friends has, Warrick County CASA, no.

**Roger Emmons:** Right.

**Diane Alexander:** And the sublease was with Friends of Warrick County CASA. So, that's what I was kind of not under the understanding of, you know, it was already a 501(c3) when the lease, when the original lease, sublease was signed. It was just under the understanding that the Commissioners would pay for the insurance on the property, I guess, is what it would be since they signed the lease and then Friends of Warrick County CASA would pay the rent with the sublease.

**Roger Emmons:** We had over forty (40) non-profit requests for Pandemic Relief Funds. You know, that means, the Commissioners, I don't see where the Commissioners can legally pay for a non-profit organization with County taxpayer dollars. Because that means these other forty (40) that applied can say, why aren't you paying our rent? Why aren't you paying something for our...

**Commissioner Saylor:** Okay, so, this is the question that I want to ask, it's a State-mandated...

**Commissioner Phillippe:** Right.

**Commissioner Saylor:** Does that change anything since it's mandated by the State. Does that change how we can help CASA?

**Todd Glass:** (Inaudible) mandated.

**Diane Alexander:** So, I have a MOU with the Judge and Warrick County CASA, Incorporated as well. You know, I don't know if you guys need to look that over of the contract that Judge Granger signed. You know, I'm just not sure, if, if this program, if Friends is unable, if we're unable to meet the dollar mark to help continue to fund us, this reverts right back to Judge Granger's courtroom. So, in essence it will come back to the Council and the Commissioners as well.

**Commissioner Phillippe:** So, step by step here. In my mind, I saw a new business name. I assumed there was a new business entity and Federal ID number, and as a matter of legal, the lease needed to be changed. That doesn't sound like that maybe needs to happen.

**Todd Glass:** Yeah, I don't know. I didn't dream this up. It got on my desk somehow. So, I don't understand enough of what's going on to advise you what you're supposed to be doing right now.

**Diane Alexander:** I would definitely be willing to have conversations, continue this conversation at a later date at a later time. You guys are more than welcome to come over to our office. Or we can meet with you, however you like.

**Roger Emmons:** Diane, did you receive the five thousand dollars (\$5,000.00)?

**Diane Alexander:** I did, thank you.

**Todd Glass:** Um, I didn't even produce these letters of termination. But, I reviewed them.

**Commissioner Phillippe:** Yeah, let's get together and have a, have a sit down. I think I'm a little more clear than what I was.

**Commissioner Saylor:** Do we need to have Judge Granger in this meeting too?

**Commissioner Phillippe:** I don't think it'd hurt.

**Commissioner Johnson:** I think so.

**Roger Emmons:** Wouldn't hurt.

**Commissioner Phillippe:** Especially if there's a State mandate in there.

**Commissioner Saylor:** I, I think so.

**Bob Lacer:** It comes through his office.

**Commissioner Saylor:** Yeah, Bob, didn't you say it's mandated by the State?

**Bob Lacer:** The State mandates that every County needs to have a CASA program. Yes.

**Councilman Richmond:** In this meeting, I also suggest Judge Granger and bringing Krystal in.

**Roger Emmons:** Would you identify yourself, Sir?

**Councilman Richmond:** I'm sorry. Greg Richmond. Warrick County Council. I should know better. I know the Council right now contributes to SIRS, the 4-H, and Senior Citizens. And I'm not sure, but I believe that was moved over under Economic Development. So, there is a way somehow or other to do this, and I'm not sure what the legals are. Our Attorney has constructed a Resolution to move the present funds they have deposited in their account out to

this new situation that they're forming. So, I'm not, I just saw that came down today and I haven't read thoroughly the Resolution. But, I'll forward you the Resolution.

**Todd Glass:** That'd be great. Because someone else is apparently of the opinion that there's something new going on too. So, we'll just have to pin that down.

**Councilman Richmond:** Yeah, we have to figure out the right way to do it. Cause I'm sure the Council would like to continue helping this worthy organization out.

**Commissioner Saylor:** Well, I don't disagree. I think the Commissioners are same, in the same boat. However, my concern was, you know, just like Roger stated, there's a long list of non-for-profits out there.

**Bob Lacer:** Well, the actual acronym CASA actually stands for Court Appointed Special Advocate. So, it has to go through the Courts to even get the child in the system.

**Roger Emmons:** I know they're excellent points. I mean, I think the Commissioners, CASA's a great program. I think we want to keep, I just want to make sure the Commissioners and the County are protected.

**Commissioner Johnson:** We just need to do it right.

**Bob Lacer:** Sure, sure.

**Todd Glass:** Perhaps I can reach out to Roger and get something going.

**Commissioner Saylor:** Huddle up and kind of sit down and let's figure out what we can do and what can be done and what's the best way to do it.

**Diane Alexander:** That would be fantastic. Thank you, guys for your time.

**Commissioner Saylor:** Thank you.

**Roger Emmons:** Thank you, Bob, Diane.

**Todd Glass:** Thank you, Mr. President.

### **PANDEMIC RELIEF FUND REIMBURSEMENTS**

**Todd Glass:** The next item I have is the Approval for the Final Non-Profit Pandemic Relief Fund Grant Applications. And with the anticipation that with the Governor's end of the Health Emergency if that is to come about here shortly, the Pandemic Relief Fund will terminate also. What Mr. Saylor and Mr. Richmond have reviewed and approved so far for this month in the final reimbursements to the County would be to the Board of Commissioners for hot spot services for remote learning through Sprint, the Avigilon camera software system, and computers for remote teleworking capabilities through CDW. Reimbursements totaling one hundred twenty-eight thousand five hundred thirty-two dollars and eighty-nine cents (\$128,532.89). And the Superior Court I reimbursements totaling sixteen hundred and thirty-five dollars (\$1,635.00). Those are the reimbursements, first for the Board, recommended by Mr. Saylor and Mr. Richmond for approval. And then secondly, I'll have the Non-Profit Grant requests.

**Commissioner Phillippe:** Need to approve those first?

**Todd Glass:** I think we've been approving them separate.

**Commissioner Phillippe:** Separate, okay?

**Roger Emmons:** Yes.

**Commissioner Phillippe:** I'll entertain a motion to approve.

**Commissioner Saylor:** I will make that motion to approve those three (3).

**Commissioner Johnson:** Second.

**Commissioner Phillippe:** First and a second. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

### **NON-PROFIT PANDEMIC RELIEF FUND GRANT APPLICATIONS**

**Todd Glass:** And lastly, the five (5) final Non-Profit Grant Applications include the Warrick County Museum for four thousand eight hundred seventy-three dollars and sixty-two cents (\$4,873.62). The God is Good Foundation, Incorporated for five thousand (\$5,000.00). Habitat for Humanity of Warrick County for five thousand (\$5,000.00). Community Outreach Ministries for five thousand (\$5,000.00). And two (2) grant requests that I have questioned whether or not Dan and Greg want to recommend for approval. One (1) is Red Fox Track and Trail, Incorporated for five thousand dollars (\$5,000.00). And one (1) is Encountering Hope Ministries, Incorporated for five thousand dollars (\$5,000.00).

**Commissioner Saylor:** Greg, did you get a chance to look at those?



**Councilman Richmond:** Yes. The Red Fox and what was the other one (1)?

**Todd Glass:** Encountering Hope Ministries which we did not get any paperwork.

**Commissioner Saylor:** Okay, I've not seen that one (1).

**Councilman Richmond:** Without the paperwork, I mean, Encountering Hope, I think, is a worthy organization. But, without the paperwork, and it was done real quick. They got it last minute from what I read. That's why they don't have the paperwork in. And you don't have another meeting before the deadline to my knowledge. So, to me, we can't do anything about that. The Red Fox, they're doing good things. But, it looked like, like a two (2) person organization and I had some worries about it from the beginning, concerns, and then I got from John the information that he can't fully feel comfortable that we'd pass an audit with it. From that information and my gut feeling, I just can't give my approval on it.

**Commissioner Phillippe:** Greg, let me interject something here. I'm kind of the one (1) that spearheaded the Red Fox thing. And these, this is all done via email. If there's a way to possibly approve and then I can sit down with you guys and there's a lot more documentation than what you've actually seen. I know that. These folks were going on vacation. And I was literally badgering them, give me the paperwork, give me the paperwork as they're packing their suitcases. So, I don't know if there's a way to approve it pending the paperwork?

**Todd Glass:** Certainly, yeah, you approve it on condition that the financial documentation is provided before the Non-Profit Relief Fund terminates.

**Commissioner Phillippe:** Which would be in line with...

**Commissioner Saylor:** All paperwork that is needed to approve, that we receive that.

**Todd Glass:** You've done that on one (1) other occasion.

**Commissioner Phillippe:** Yep.

**Commissioner Saylor:** Would you be okay with that?

**Councilman Richmond:** Yeah, if it will pass the audit.

**Commissioner Phillippe:** Yep

**Todd Glass:** Yeah, they still would have to provide the necessary paperwork.

**Commissioner Phillippe:** Okay.

**Bobby Howard:** Could Encountering Hope Ministries be the same?

**Commissioner Phillippe:** I don't know anything about one (1). So, I won't speak to it.

**Bobby Howard:** That was Hope Central.

**Commissioner Phillippe:** Oh, that's what that is?

**Bobby Howard:** Hope Central that used to be located in Boonville and now is out by...

**Commissioner Phillippe:** Okay.

**Bobby Howard:** That's Encountering Hope Ministries.

**Todd Glass:** You can approve both on that same condition.

**Councilman Richmond:** Same thing.

**Commissioner Saylor:** Yeah, same thing. I'm good. Okay.

**Todd Glass:** So, you have all the paperwork for Warrick County Museum, God is Good Foundation, Community Outreach Ministries, and Habitat for Humanity and you can approve Red Fox Track and Trail and Encountering Hope Ministries on condition of necessary paperwork.

**Commissioner Johnson:** So moved.

**Commissioner Saylor:** Second.

**Commissioner Phillippe:** I have a first and a second. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**Todd Glass:** If I could, Mr. President, my numbers are not numbers to rely upon. The Auditor would be. But, I believe you have roughly seven hundred fifty thousand dollars (\$750,000.00) remaining in the expense COVID line item. And of the two hundred fifty thousand dollars (\$250,000.00) funded into the Pandemic Relief for Non-Profits, you have seventy-eight thousand dollars (\$78,000.00) remaining that once it expires, it would revert back to the COVID Expense Line.

**Commissioner Phillippe:** Thank you.

*(Reimbursements/Pandemic Relief Summary is located on Page 36 of these Official Minutes)*

### **APPROVAL FOR AUTHORITY TO REQUEST ARP CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

**Todd Glass:** On my final matters on the agenda, the next one (1) says, Approval for Authority to Request ARP Coronavirus State and Local Fiscal Recovery Funds. I've been notified, thanks to the Auditor's Office, that's been requested through the U.S. Treasury Department. So, that's been done. Taken care of by the Auditor and it's in the chute.

### **COLLECTIVE BARGAINING AGREEMENT BETWEEN WARRICK COUNTY SHERIFF'S OFFICE AND TEAMSTERS LOCAL UNION 215**

**Todd Glass:** And lastly, we have a Collective Bargaining Agreement update between the Warrick County Sheriff's Office, Jailors and Dispatchers and Teamsters Local Union 215. And there's been updates agreed to by both parties. The Sheriff is, has approved all these updates and includes tying pay dates to the County pay dates for example for employees of Warrick County. The same pay dates and other bonus leave and overtime compensation terms. Mr. Shannon from my office has worked out with the Teamster's representative and the Sheriff. It's ready for your approval for signing on behalf of the County and the Sheriff will then countersign.

**Commissioner Saylor:** How many, how many employees does that agreement encompass? Do you know, Sheriff?

**Sheriff Wilder:** Sheriff Mike Wilder. I don't know the exact number. We have eighteen (19) Jailors and twelve (12) Dispatchers, but not, it technically it covers all of them. But, not all of them are union employees. But, they all fall under the union agreement. So, if that answers that. Be thirty (30).

**Commissioner Phillippe:** You have anything else you want to add to this?

**Sheriff Wilder:** No, it's very similar to the past agreements. There's some very minor changes that were done and I'm in agreement with it, everything that we changed.

**Commissioner Phillippe:** Entertain a motion for approval.

**Commissioner Johnson:** So moved.

**Commissioner Saylor:** Second.

**Commissioner Phillippe:** First and a second. All in favor say, aye.

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

**Todd Glass:** Thank you, Mr. President. Nothing further.

**Commissioner Phillippe:** Thank you.

*(Teamsters Local 215 Contract is located on File in the Auditor's Office)*

### **COUNTY AUDITOR TREASURER'S REPORT**

**Commissioner Phillippe:** Next item is our County Auditor.

**Auditor Stevens:** Thank you. Debbie Stevens, Warrick County Auditor. I have the monthly Treasurer's Report to enter into the meeting, the records.

**Roger Emmons:** Thank you.

*(Treasurer's Report is located on Page 37 of these Official Minutes)*

### **NON-CERTIFIED CLAIMS**

**Auditor Stevens:** Have Non-Certified Claims. We have two (2). One (1) is Meritain and that is, we talked briefly about this. It's a similar type claim where we can't tie back the type of coverage or activity on eligible employees for the medical benefits with the information we receive. So, that particular claim is ninety-five thousand twenty-nine dollars and nine cents (\$95,029.09). And then we have an Office Depot for coffee creamer, plates, coffee, eighty-two dollars (\$82.00). Three-forty-three (\$3.43) for plates. I think there's a few other charges on here. Coffee creamer, eighteen-eighty-seven (\$18.87); another purchase of coffee, sixty-one-fifty (\$61.50); another eighteen-eighty-seven (\$18.87) for creamer, twelve-fifty-eight (\$12.58) sugar, cups, spoons. Cups, a hundred seventy-four dollars and eighty-four cents (\$174.84). Total, this was an Office Depot purchase, the total for Office Depot is four hundred ninety-six dollars and thirteen cents (\$496.13). Any questions on either one (1) of those claims? Okay. Total of Non-Certifieds, ninety-five thousand five hundred twenty-five dollars and twenty-two cents (\$95,525.22). Nine-five-five-two-five-point-two-two (\$95,525.22).

**Commissioner Saylor:** Make a motion to pay the Non-Certified Claims.

**Commissioner Johnson:** Second.

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Auditor Stevens:** Thank you.

*(Non-Certified Claims are located on Page 37 of these Official Minutes)*

**CERTIFIED CLAIMS**

**Auditor Stevens:** Certified Claims total one million four hundred thirty thousand four hundred sixty-one dollars and seven cents (\$1,430,461.07). One-four-three-zero-four-six-one-point-zero-seven (\$1,430,461.07).

**Commissioner Johnson:** Make a motion to approve.

**Commissioner Saylor:** Second.

**Commissioner Phillippe:** All in favor?

**Commissioner Johnson:** Aye.

**Commissioner Saylor:** Aye.

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

*(Certified Claims are located on Pages 37 through 40 of these Official Minutes)*

**PAYROLL**

**Auditor Stevens:** Alright. I have Payroll for today's date, Monday, May 24<sup>th</sup>. I have four (4)...

**Commissioner Phillippe:** Debbie, we've already reviewed everything that you sent. So, if you just want to present the number that would work.

**Auditor Stevens:** Sure, which includes four (4) Non-Certifieds due to no supporting documentation. Five hundred four thousand nine hundred sixty-six dollars and ten cents (\$504,966.10). Four-zero...I'm sorry...five-zero-four-nine-six-six-point-one-zero (\$504,966.10).

**Commissioner Johnson:** Make a motion to approve Payroll.

**Commissioner Saylor:** Second.

**Commissioner Phillippe:** All in favor?

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Auditor Stevens:** Alright, that's all I have. Anything for me?

**Commissioner Johnson:** No, Ma'am.

**Commissioner Saylor:** That's it.

**Auditor Stevens:** Thank you.

*(Payroll is located on Page 40 of these Official Minutes)*

**COUNTY ENGINEER/HIGHWAY  
2021 PAVING LIST**

**Commissioner Phillippe:** Next item is County Highway Superintendent and Engineer. Bobby Howard.

**Bobby Howard:** Okay, I think the first item on the agenda I have is the 2021 Paving List. As you know, I've submitted that to you for review. This paving list encompasses thirty-seven-point-o-four miles (37.04) of road improvements at a cost of four million fifteen thousand six hundred four dollars (\$4,015,604.00) plus seventy-seven thousand nine hundred dollars (\$77,900.00) for annual road striping to bring the total to four million ninety-three thousand five hundred four dollars (\$4,093,504.00). That number is based off of two point seven-zero-seven million dollars (\$2,707,000.00) of EDIT with some Local Road and Street encompassing our chip and seal and Community Crossing Matching Grant Funds of one point three-eight-eight million dollars (\$1,388,000.00). So, we are under budget by roughly two thousand dollars (\$2,000.00).

**Commissioner Saylor:** Pretty, pretty tight.

**Commissioner Johnson:** We need to approve this?

**Bobby Howard:** Yes.

**Commissioner Saylor:** I make a motion to approve the 2021 Paving List.

**Commissioner Johnson:** I'll second.

**Commissioner Saylor:** As presented.

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

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Bobby Howard:** Thank you.

*(2021 Paving List is located on Page 40 of these Official Minutes)*

### **LAMAR CONTRACT FOR DISTRICT I HIGHWAY BUILDING DESIGN**

**Bobby Howard:** The next item I have, you've already approved the proposal, but now I have the standard form of agreement for the Highway Department District I Maintenance Facility with Lamar Architectural and Design. And it's for the amount of thirty-nine thousand dollars (\$39,000.00).

**Commissioner Phillippe:** How many square feet is that building?

**Bobby Howard:** I'd have to look. I thought it was like one-fifty (150) by (inaudible)...

**Commissioner Phillippe:** Storm Water District I, (inaudible) or not?

**Commissioner Johnson:** Not yet.

**Bobby Howard:** No, it's just Storm Water and District I and there'll be a fuel facility.

**Commissioner Saylor:** There was going to be a restroom.

**Bobby Howard:** Yes.

**Commissioner Phillippe:** That's okay, Bobby. I was just curious.

**Bobby Howard:** Yeah, and then there's a clause in here. I believe I noticed earlier and I talked to Todd about that. But, they were asking for five thousand dollars (\$5,000.00) upon execution of the agreement. And I would ask that that be stricken from the agreement.

**Commissioner Phillippe:** Any questions? Comments? I'll entertain a motion.

**Commissioner Saylor:** So moved.

**Commissioner Johnson:** Second.

**Commissioner Phillippe:** A first and a second. All in favor?

**Commissioner Saylor:** Aye.

**Commissioner Johnson:** Aye.

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

**Bobby Howard:** Thank you. That's all I have.

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

### **CONTINUED DISCUSSION ON PAVING LIST**

**Commissioner Saylor:** Bobby, can I ask you a question about paving?

**Bobby Howard:** Yes, Sir.

**Commissioner Saylor:** If there was a reduction in EDIT monies and money you receive to, that your department receives, what would happen to our Paving List?

**Bobby Howard:** We would not be able to pave roads. With...

**Commissioner Saylor:** So, to keep things as they are, you would have to go to Council and ask for money or the roads don't get paved? Would that be a fair statement?

**Bobby Howard:** Depends on what type of reduction you're talking about. But, over time our road network would deteriorate. We currently have about two point four million (\$2,400,000.00) in EDIT on this list. I think it's what's annually projected. Right now were at a ten (10) year term roughly that I have budgeted on for paving. And then of course our Federal Aid Projects would be at risk as well.

**Commissioner Saylor:** What about our bridges?

**Bobby Howard:** Our bridges we use some of EDIT for bridge projects and some Community Capital Development Funds.

**Commissioner Saylor:** But, a reduction or reallocation of those funds to some other project or something, would that, would it be a fair statement to say that it'd be detrimental to...?

**Bobby Howard:** Yes, Sir.

**Commissioner Saylor:** Okay, that's all.

**Commissioner Phillippe:** Good question. We asked that question in a meeting where we also made other moves in the form of the Ordinance to protect the roads that are there and we do a good job in keeping them up to shape. So, I think that's critical. I get asked about roads more than anything.

**Commissioner Saylor:** And I was dealing with, every day I deal with a road issue.

**Commissioner Johnson:** There's, you're right. We get calls every day about somebody wanting to know why aren't you getting those. Its fifteen (15) years since you've been up our road.

**Commissioner Saylor:** I heard that today.

**Commissioner Johnson:** You know, how long's it going to be? Another fifteen (15) years? You know, what do you say? We're trying to get to them.

**Bobby Howard:** Normally, I can prove that it's been less than that.

**Commissioner Johnson:** But, you know what I mean? It's a constant battle.

**Bobby Howard:** I understand.

**Commissioner Johnson:** Especially, in my area, we're talking about the road weight limits and such. You know, we have the farmers out through there hauling constantly and tractors, large tractors, large hundred thousand (100,000) pound pulling tanks of ammonia or whatever they're doing. It tears them up.

**Bobby Howard:** Well, and I know before there was a sixty (60%)/forty (40%) split that we got more towards the roads at one (1) time with Economic Development and that helped our road infrastructure a lot. But, that has since gone away and back to a fifty (50%)/fifty (50%) split and looking out ten (10) years, our paving, or not only just our paving and bridge projects. But also, our Federal Aid Projects and how they are, how when the matches, it's time for construction matches and the four point nine million (\$4,900,000.00) we get a year for roads. That adds up over time and once we spend our two point four million (\$2,400,000.00) for paving and as you go out the years of construction matches, I think it 2027 right now, we would have a total of less than three hundred thousand (\$300,000.00) available in EDIT funding if everything is spent and we get all of our budget that year reimbursed appropriately and not have any overruns. So, we're kind of tight in 2027 as it is right now. Even though that line item may look like it's got a surplus in it now. It does not. It, those funds are all accounted for in future projects that are already on the books.

**Commissioner Saylor:** So, just for the record, when you look at highways and roads and County roads and investment in infrastructure and maintenance, you're not just looking a year ahead or two (2) years ahead. You take this out to, you just said, 2027.

**Bobby Howard:** Yes, I look at it farther as far as what our Federal Aid Projects are and when they're coming as far as when Federal money's available on those ends. And then I have a set amount we use to program through the MPO that you look at so much dollars paving goes into your program per year. What your overall road network rating would be. And maintaining average is around the two million dollars (\$2,000,000.00) a year to maintain. So, once you strike off money off of that, two (\$2,000,000.00), two point four (\$2,400,000.00) is roughly what I'm doing and we're the only one (1) that has not deteriorated since 2015 in the MPO area that I am aware of.

**Commissioner Saylor:** So, another question. Where does your money come from to purchase, I don't know the dollar amount of equipment you have out there. But, I know it's in the millions. Where does that money come from?

**Bobby Howard:** We get that from Local Road and Street Fund. That's the Local Road and Street Fund and Motor Vehicle Highway. That's some of the rural maintenance, pothole patching, things like that.

**Commissioner Saylor:** So, you've got a couple different buckets where you get that from?

**Bobby Howard:** Yeah.

**Commissioner Saylor:** Okay.

**Bobby Howard:** None of that, those are all typical maintenance. That's not, those aren't capital projects. The LIT tax takes care of all the capital projects.

**Commissioner Saylor:** So, if, if, but, if the LIT tax would be reduced in any way, and you had to make repairs or repave a road, I'm just trying to figure out where that money would come from.

**Bobby Howard:** I don't know.

**Commissioner Saylor:** Okay. No more questions.

**Commissioner Phillippe:** Very good. Thank you. Good questions.

### **WARRICK COUNTY JUDICIAL CENTER ISOLATION VALVE PROJECT QUOTES**

**Commissioner Phillippe:** Next item on our agenda is our County Purchasing Agent, Joe?

**Joe Grassman:** Joe Grassman, Purchasing Manager. I was asked by the Commissioners to get quotes to install new automatic isolation valves over in the Judicial Center in the cooling tower water piping system. The reason I think being that these valves would hopefully protect the building from some of the issues we've had in the past with leakage and be sort of the safety valves (inaudible) so to speak for the water system. So, I issued three (3) invitations to quotes, three (3) different local companies, Haas Company, Shekell, and Deig Brothers. All three (3) of these companies came and were given a walk through. All three (3) were given print and scope of work specifications from Three I Engineers. They all are bidding the exactly the same thing. However, only two (2) of them decided that they had the final analysis to bid. Those two (2) companies have their quotes here which I'll open and read. By virtue of the, of this, the code that I used to bid this was Indiana Code 36-1-12-4.7, which is quotes for public works between the dollar values of fifty (\$50,000.00) and a hundred fifty thousand dollars (\$150,000.00). The award verification for, for this particular Indiana Code is the award, the project should be awarded to the lowest responsible, responsive bidder. On that note, I'll open these two (2) bids starting with Deig Brothers. And I don't know why Haas didn't bid. They were involved in it up to the last second. So, who knows? So, I'm just going to read you the, their quotes, okay? And if you want to, well we talked about the award later. Right now, I'm just going to read the numbers that their, their dollar values their quoting. And I bid, there's two (2) bids on each quote. One (1) for afterhours service, if they want to do it, you know, on a weekend or after we close at 4:00 (PM). Or during regular business hours quote. We're talking here about Deig Brothers. Their option number one (1) was after hours quote, seventy-two thousand dollars (\$72,000.00). Option number two (2), to do the project during regular business hours, their quote is sixty-four thousand nine hundred and fifty dollars (\$64,950.00). Second quote is from J.E. Shekell, Incorporated. Okay, J.E. Shekell, after, option one (1), after hours total quote nine thousand nine hundred dollars (\$9,900.00).

**Commissioner Saylor:** Wait a minute.

**Commissioner Phillippe:** That was the afterhours?

**Joe Grassman:** That was the afterhours. Nine thousand nine hundred dollars (\$9,900.00). Don't give me that look, cause I can't explain it either. Like I explained earlier, they did, they all three (3) bid exactly the same thing. So, let me give you their option two (2) during regular business hours, seventy-six hundred dollars (\$7,600.00). Seven thousand six hundred dollars (\$7,600.00). I wish I had an explanation. I don't.

**Commissioner Saylor:** Yeah, something, something...

**Commissioner Johnson:** Somethings wrong. Something isn't right.

**Commissioner Saylor:** Something's off. Something's wrong.

**Commissioner Phillippe:** (Inaudible).

**Commissioner Saylor:** Joe, is this, is this, are they automated? Are they tied into automation to alarms? Alarms to automatically shut off?

**Joe Grassman:** That I don't know. All I have is they're supposed to be automatic somehow, somehow we would be alerted and then we would, yeah, then we would do whatever it takes to open or shut the valves.

**Commissioner Saylor:** Yeah. So, so each one (1) of these valves have to have an actuator on them, so I would think, yeah, valves and actuators alone would be...

**Commissioner Johnson:** More than that.

**Commissioner Saylor:** In that range...

**Commissioner Johnson:** Yeah.

**Commissioner Saylor:** Anyway, I don't know.

**Commissioner Johnson:** (Inaudible) part of the labor comes in...

**Joe Grassman:** I can contact Mr. Gander, well, Mr. Gander, the guy that did the walk through is no longer with Shekell, but I can call, I can call them and find out. I don't know what to tell you. They were all given exactly ...

**Commissioner Johnson:** That could be a reason.

**Commissioner Saylor:** Yeah.

**Joe Grassman:** They were all given the, exactly the same information. I mean they have prints and everything. And they have a scope of work.

**Roger Emmons:** That was from our engineer Three I.

**Joe Grassman:** Yeah, from an engineer. We went, we went over there. We got up in the ceiling. They took pictures and everything. It wasn't like they'd never seen, they didn't have a clue what they were going to do. You know, I'm at a loss for words.

Commissioner Saylor: So do we need a motion to take them under advisement?

Commissioner Johnson: If I had someone bidding for me like that, they probably wouldn't work for me long either.

Commissioner Saylor: I make a motion to take these under advisement.

Commissioner Johnson: So, are we approving this or taking it under advisement? Or no?

Commissioner Saylor: I think we just need to take it under advisement.

Commissioner Phillippe: Yeah.

Roger Emmons: Yeah, find out more.

Commissioner Johnson: I agree, second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

**SALE OF EQUIPMENT OF GOVDEALS**

Joe Grassman: The other item, I put that on there a while back thinking we might be a little further along with that project. We're not really, so, if we could just take that off the agenda and when we do get ready, we get all the information necessary, I'll bring it back.

Commissioner Phillippe: Very good.

Roger Emmons: Did (inaudible) do those things?

Joe Grassman: Yeah.

Roger Emmons: Okay.

Commissioner Phillippe: Thank you, Joe.

Commissioner Johnson: Thanks, Joe.

**COUNTY SHERIFF**

Commissioner Phillippe: Sheriff, anything?

Sheriff Wilder: Nothing.

**COMMISSIONER ITEMS FOR DISCUSSION**

Commissioner Phillippe: Mr. Saylor?

Commissioner Saylor: I have nothing.

Commissioner Phillippe: Mr. Johnson?

Commissioner Johnson: No, Sir.

Commissioner Phillippe: Motion to adjourn?

Commissioner Saylor: I make a motion to adjourn.

Commissioner Johnson: Second.

Commissioner Phillippe: All in favor?

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 5:34 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

TERRY PHILIPPE, PRESIDENT

  
\_\_\_\_\_  
TERRY PHILIPPE, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

  
\_\_\_\_\_  
ROBERT JOHNSON, JR., VICE PRESIDENT

DAN SAYLOR, MEMBER

  
\_\_\_\_\_  
DAN SAYLOR, MEMBER

ATTEST  
  
\_\_\_\_\_  
DEBORAH K. STEVENS, AUDITOR  
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

C-20-04  
2899 Asbury Cemetery Rd.  
River City Wireless

FILED


JUN 10 2021

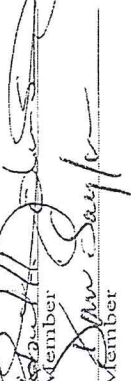
APPROVED MAY 24 2021

APPROVED MAY 24 2021



BOARD OF COMMISSIONERS:

  
\_\_\_\_\_  
Terry Phillippe  
Member

  
\_\_\_\_\_  
Dan Saylor  
Member

ATTEST:

  
\_\_\_\_\_  
Auditor  
Date: 5/24/21



Gmail  
 . Area Plan Commission <apc@warrickcounty.gov>  
 Re: Commissioners Meeting  
 1 message  
 Jessica Robling <jrobli@warrickcounty.com>  
 To: "Area Plan Commission" <apc@warrickcounty.gov>  
 C: 2:04 PM, Friday, May 7, 2021 at 10:40 AM

He said extension.  
 On Fri, May 7, 2021, at 9:30 AM, Area Plan Commission <apc@warrickcounty.gov> wrote:  
 Okay I will need to know for sure at least 10 days prior to the meeting so I can let our County Engineer know. T  
 Thank you,  
 On Fri, May 7, 2021, at 9:24 AM, Jessica Robling <jrobli@warrickcounty.com> wrote:  
 I am not sure. I believe an extension. I just got an email from Rod saying we needed to get on the agenda.

Sent from my iPhone  
 On May 7, 2021, at 6:02 AM, "Area Plan Commission" <apc@warrickcounty.gov> wrote:  
 Will do, are you requesting an extension or will the work be completed?  
 Thank you,  
 On Fri, May 7, 2021, at 6:40 AM, Jessica Robling <jrobli@warrickcounty.com> wrote:  
 Good Morning Karlyn,

Can you please add River City Wireless to the Commissioners Meeting on the 24th for the  
 Ashbury full off?  
 Rodney Nicholson will be the one attending on our behalf.  
 Thank you,  
 --  
 Jessica G Robling  
 Treasurer  
 River City Tower & Construction, LLC  
 P: (812)317-0181  
 F: (812)328-1596

Whenever you do, work at it with all your heart, as working for the Lord, not human masters. Since you know that you will  
 receive an inheritance from the Lord as a reward, it is the Lord Christ you are serving. Colossians 3:23-24  
 --  
 Karlyn Goss  
 Assistant Director



May 10, 2021  
 To: Warrick County Area Plan Commission  
 Attn: Molly Barnhill  
 RE: Digestive Care Center Commercial Drive Extension Request

3201 Interstate Drive, Evansville, IN 47715  
 Phone 812.479.7700 Fax 812.479.7100  
 www.warrickcountyst.com  
 APPROVED MAY 24 2021 JUN 10 2021  
 APPROVED BY MAY 20 2021  
 FILED  
 MAY 10 2021  
 WARRICK COUNTY  
 AREA PLAN COMMISSION

To Whom it May Concern,  
 Please consider this letter as an official request to extend the current commercial drive permit C-20-043  
 for one additional year. As always if you should have any questions or concerns feel  
 free to contact us at any time.

Respectfully Submitted by,  
 Chris Lasley, P.E.  
 Estimator/Project Manager

BOARD OF COMMISSIONERS:  
 President  
 Member  
 Member

ATTEST:  
 Auditor  
 Date: 5/24/21

Performance - Quality - Safety - Since 1983



April 1, 2021  
 Molly Barnhill, Executive Director  
 Warrick County Area Plan Commission  
 107 West Locust Street, Historic Courthouse, Room 201  
 Evansville, IN 47601

RE: Meijer Subdivision- Letter of Credit Extension Request

Dear Ms. Barnhill:  
 On behalf of Meijer Stores Limited Partnership, I would like to request another 1-year extension on Meijer's two  
 Irrevocable Letters of Credit on their property in the amount of \$85,000 for Entrance Construction and  
 \$234,000 for Drainage Construction, which expire on June 27, 2021.  
 No construction has taken place and we are requesting a one year extension utilizing the dollar amounts used  
 last year as follows:

- LOC No. 68094372- \$85,000 Entrance Construction
- LOC No. 68094371- \$234,000 Drainage Construction

Please let me know if you have any questions or need any additional information.  
 You can reach me directly at 317.228.2226 or email me at jlasley@woolhart.com.

Sincerely,  
 Woolhart, Inc.  
 Project Manager

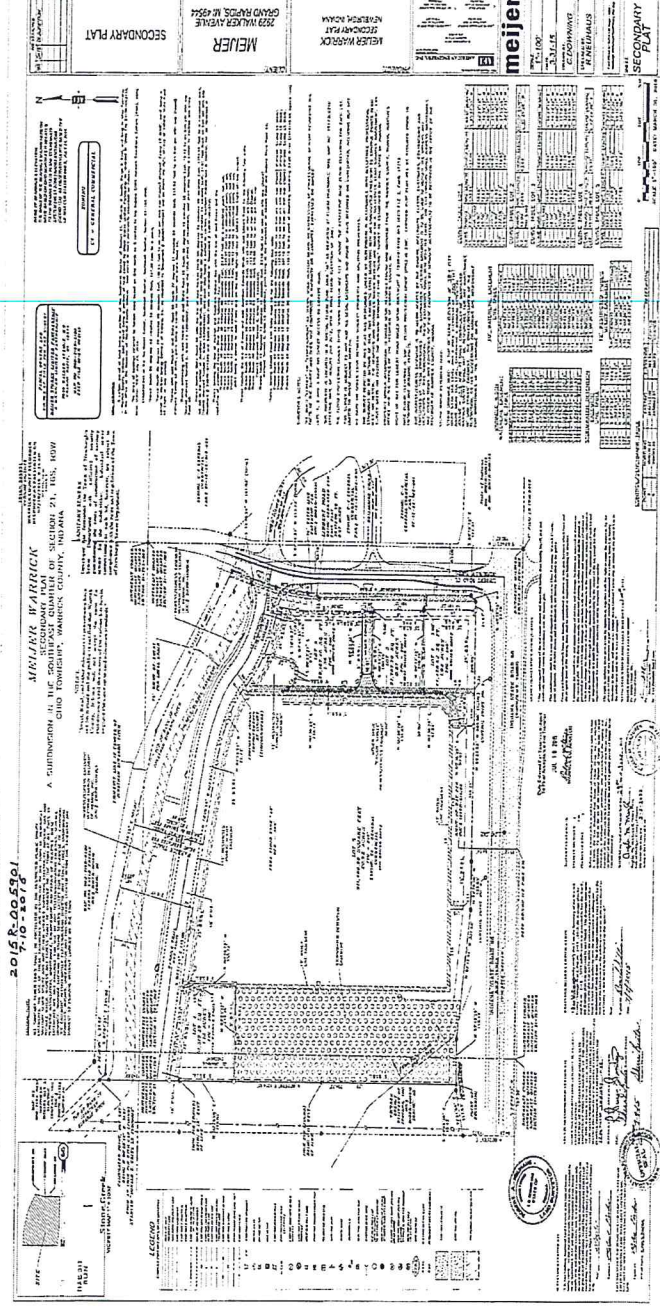
BOARD OF COMMISSIONERS:  
 Member  
 Member  
 Member

ATTEST:  
 Auditor  
 Date: 5/24/21

CC: Philip Quartey, Meijer

FILED  
 APR 01 2021  
 APPROVED MAY 24 2021 JUN 10 2021  
 WARRICK COUNTY  
 AREA PLAN COMMISSION

APPROVED MAY 25 2021



Oak Park Subdivision  
Oak Park Development LLC  
Dan Buck, Mgr.

**FILED**  
JUN 10 2021

APPROVED MAY 25 15 2021

APPROVED MAY 24 2021

BOARD OF COMMISSIONERS:

*[Signature]*  
Member

*[Signature]*  
Member

ATTEST:  
*[Signature]*  
Auditor  
Date: 5/13/21



May 13, 2021

Warrick County Engineer's Office  
Attn: Bobby Howard P.E.  
607 Willocust Street, Suite 208  
Bloomington, IN 47404  
Sent via email: [bhoward@warrickcounty.gov](mailto:bhoward@warrickcounty.gov)

Re: Oak Park Subdivision  
Letter of Credit Renewal  
Morley # 9061.4.001

Bobby,

On behalf of Oak Park Development, we humbly ask that the county extend the existing letter of credit for Oak Park Subdivision for six (6) months to allow the developer to finish the roadways and drainage system. The developer is working diligently with their contractors and Morley to address the outstanding items.

To correct the issues with the current roadway surface, the developers paying contractor, David Enterprises, will be paving and placing asphalt surface coat. Since David Enterprises does not own the equipment needed to do this work, we will be providing the equipment on-site. Due to the current backlog, it will take approximately two to three months get the necessary equipment on-site.

Morley is currently working on a plan to correct the issues with the drainage system. Due to the current site restraints the new plan will differ from what was originally approved. Once we have a plan prepared, we will submit it to the County Surveyor for review and the Warrick County Drainage Board for approval. If approved the work can then be finished.

We recommend retaining the pre-approved amount to ensure that the roadway repairs and drainage system is completed.

Sincerely,

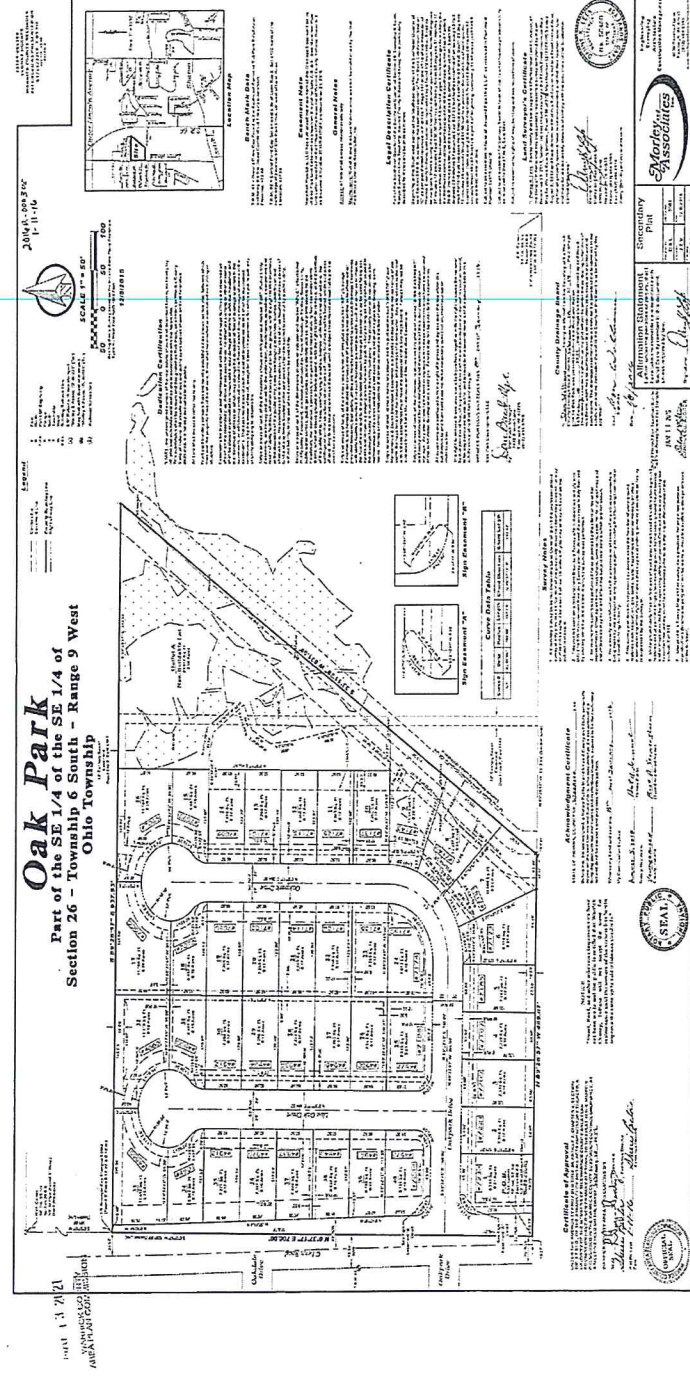
*[Signature]*  
Matt Calvert, PE

Encl: Secondary Plat  
Warrick APC - Molly Barnhill, Dan Buck  
J:\0000\0000-0090\0061\CIVIL 30VAPC\2020-11-04 LOC Renewal\2021.05.13\_0061\_Oak Park\_LOC Renewal Request Letter.docx

812.464.0585 ext. 812.464.2514 Fax  
4000 Rosebud Ln., Noblesville, IN 47630  
[morleycorp.com](http://morleycorp.com)

*[Signature]*

FILED  
MAY 13 2021  
WARRICK COUNTY  
CLERK OF BOARD OF COMMISSIONERS



SEE A BUG...CALL  
**WARRICK COUNTY STORM WATER**  
 AGREEMENT # 116774  
 DATE 5-11-2021

PEST CONTROL SERVICE AGREEMENT WITH PEST MANAGEMENT ANALYSIS FORM(S)  
 Customer: Warrick County Storm Water Phone: 812-305-7796  
 Billing Address: 107 Locust St City: Bloomsville State: IN Zip: 47601  
 Multiple Identifiers: 633 Roth Rd City: Bloomsville State: IN Zip: 47601

1.  Multiple Identifiers listed on Initial Pest Management Analysis Form  
 2.  Agreement Covers the Following Pests:  
 Fleas  Mosquitoes  Rodents  
 Ticks  Mice  Other

3.  Excludes, EXCLUDING Brown Recluse  
 NOTE: PAYMENT FOR INITIAL SERVICES MUST BE MADE PRIOR TO OR AT THE TIME OF THE SERVICE OR THE SERVICE WILL BE RESCHEDULED. FOR ALL OTHER SUBSEQUENT VISITS, PAYMENT IS DUE UPON RECEIPT OF INVOICE. EXTRA SERVICES ARE AT NO CHARGE.

4.  Q/S: Initial \$ \_\_\_\_\_ Quarterly \$ \_\_\_\_\_ Monthly \$ \_\_\_\_\_  
 P/S: Initial \$ \_\_\_\_\_ Monthly \$ \_\_\_\_\_  
 S/A: Initial \$ \_\_\_\_\_

FOR S/A PROVIDED THAT THE SERVICE SCHEDULE IS MAINTAINED AND PAYMENT ON ACCOUNT IS CURRENT, UP TO 45 DAYS AFTER TREATMENT ARE AT NO CHARGE. AFTER THAT, EXTRA SERVICES ARE \$ \_\_\_\_\_ EACH.  
 FOR Q/S, PAYMENT MUST BE MADE PRIOR TO OR AT THE TIME OF SERVICE OR THE SERVICE WILL BE RESCHEDULED.  
 Q/S/S: \$30.00.  Quarterly. Additional services will be due during the following stated months:  
 Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec

4.  *\* Requested by Joe Grauman*  
 The materials used to control pests in and around customer's premises shall conform to federal, state, and local laws and regulations and shall be used with in accordance with the most effective and scientific pest control procedures.

5.  Pest Damage  
 The customer agrees that Arath is not responsible for insect or rodent damage to premises or the contents therein, or for disruption to business operations, if the customer specifically retains Arath their liability for any such damage.

6.  Insurance  
 Upon request, Arath shall furnish to the customer a certificate of liability insurance coverage in effect.

7.  Terms of Agreement  
 This Agreement shall be effective for an original period of \_\_\_\_\_ months, if not otherwise stated. If payment is not made by the due date, a service fee of 1.5% interest per month (i.e., thirty (30) days) may be added to the unpaid balance over thirty (30) days delinquent. If customer fails to pay the balance due within thirty (30) days of the date of the invoice, Arath reserves the right to discontinue service and to take such action as may be necessary for the protection of its treatment of the described property. Should it become necessary to collect on this agreement, the customer agrees to pay all costs of collection, including reasonable attorney's fees.

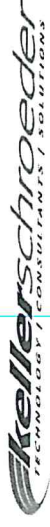
Arath will make every effort to prevent damage while applying treatment, but will not be responsible for damage unless caused by Arath's gross negligence.  
 ARATH PEST CONTROL, INC.  
 1006 E DIAMOND, VEVYNSVILLE IN 47711  
 812-423-4459  
 Authorized and Representative Signature: \_\_\_\_\_ DATE: 5-11-2021  
 Customer Signature: \_\_\_\_\_ Firm: Warrick County Commissioners for Storm Water



We have prepared a quote for you  
**WCC - Nutanix Renewal Quote**  
 Quote # 003355 v1

Prepared for:  
**Warrick County Commissioners**

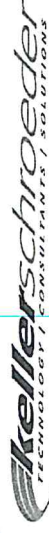
Prepared by:  
**Ty Eblen**  
 April 27, 2021



Nutanix Renewal					
Manufacturer	Product Details	Serial Number	Price	Qty	Ext. Price
Nutanix	1yr. Core Pro License Support.	9SMMGG11005	\$5,112.23	1	\$5,112.23
Nutanix	1yr. Pro Entitlement for NX-1066-G6, Renewal License.	LIC-00521320	\$1,450.40	1	\$1,450.40
Nutanix	1yr. Pro Entitlement for NX-1066-G6, Renewal License.	LIC-00521321	\$1,450.40	1	\$1,450.40
Nutanix	1yr. Pro Entitlement for NX-1066-G6, Renewal License.	LIC-00521322	\$1,450.40	1	\$1,450.40
Dates of Coverage: 3-26-21 to 3-26-22.					
Subtotal:					\$9,463.43

Quote#003355 v1

Page: 2 of 3



WCC - Nutanix Renewal Quote



Prepared by:  
**Keller Schroeder - Evansville**  
 Ty Eblen  
 (812) 452-7354  
 teblen@kellerschroeder.com

Prepared for:  
**Warrick County Commissioners**  
 107 W. Locust St.  
 Boonville, IN 47601  
 (812) 897-5160  
 gwhehan@warrickcounty.gov

Quote Information:  
 Quote #: 003355  
 Delivery Date: 04/27/2021  
 Expiration Date: 05/27/2021

Quote Summary

Description	Amount
Nutanix Renewal	\$9,463.43
<b>Total:</b>	<b>\$9,463.43</b>

Pricing subject to change at any time. Proposal does not include installation or any other service unless otherwise noted. Keller Schroeder Network Solutions Group (NSG) services are available on an hourly rate basis plus travel and expenses. Pricing limited to quantities ordered. If the quantity in place is reduced, the price is subject to change. Restocking fees WILL apply to any merchandise returned after 30 days.

\*\*\*This document is a CONFIDENTIAL proposal and is solely intended for the use of the intended recipient. This document may not be shared with any other parties without written permission from Keller Schroeder.

Keller Schroeder - Evansville

Warrick County Commissioners

Signature: \_\_\_\_\_  
 Name: Ty Eblen  
 Title: Select Account Manager  
 Date: 04/27/2021

Signature: \_\_\_\_\_  
 Name: Ty Phillippe, President  
 Date: 05-24-2021

Quote#003355 v1

Page: 3 of 3

SERVICES AGREEMENT

This Agreement made and entered into this 24th day of May, 2021, by and between the Heiber, Lawn Lake & LLC and the Client as listed below and under the following terms and conditions including those attached hereto:

- LOCATION OF PROPERTY.** The above services shall be performed at the property located at:  
 States Lake
- MAINTENANCE.** Heiber shall provide Client with the following services (hereinafter "Services"):  
 Aquatic Services (algae control and lake dyeing)  
 Fertilization and Herbicide  
 General Excavation  
 Snow Removal  
 Landscaping Management  
 Other \_\_\_\_\_
- RECURRING OR SERVICES.** Unless notified by Client, the Services performed by Heiber shall be performed on the following basis:  
 Weekly  
 Monthly  
 Services Will NOT Be Recurring  
 Every Two Weeks  
 Every Two Months  
 Other 1 \_\_\_\_\_ Treatments
- FEES.** Costs for Heiber's Services shall be \$ 7200.00
- TERMS AND CONDITIONS.** Client/authorized representative has read the foregoing contract and fully understands the contents. Additionally, CLIENT HAS READ AND AGREES TO THE TERMS AND CONDITIONS ATTACHED HERETO WHICH ARE MADE A PART OF THIS CONTRACT.
- FURTHER CONDITIONS:**

Name: \_\_\_\_\_  
 Printed: Terry Phillippe  
 Address: Warrick County Commissioners  
 107 W. Locust St., Box 301, Boonville, IN 47601  
 Phone: 812-897-5160 "CLIENT"

Name: \_\_\_\_\_  
 Printed: Debra Heiber  
 Address: HeiberLawnLake & Forestry Services, LLC  
 4344 Maxwell Road, Boonville, IN 47603  
 Title: Owner "HEIBER"

TERMS AND CONDITIONS  
**Heiber Lawn, Lake & Forestry Services, LLC**  
 4344 Maxwell Road, Boonville, IN 47603  
 heiber@heiberlawnlake.com  
 812-897-5160

- 1) Acknowledgment of Service: Client certifies that the Service is being performed by the Service Technician (ST) and that the ST is duly licensed and qualified to perform the Service. Client agrees to pay for the Service and to indemnify and hold the Service Technician harmless from all claims, damages, expenses, attorney fees, costs, fines, penalties, and other liabilities, including reasonable attorney fees, costs, and expenses, arising out of or from the Service, whether or not caused in whole or in part by the negligence or active or passive negligence of the Service Technician. Client agrees to hold the Service Technician harmless from all claims, damages, expenses, attorney fees, costs, fines, penalties, and other liabilities, including reasonable attorney fees, costs, and expenses, arising out of or from the Service, whether or not caused in whole or in part by the negligence or active or passive negligence of the Service Technician.
- 2) Termination by Client: Client may terminate the Service at any time by providing written notice to the Service Technician. Client agrees to pay for the Service performed up to the date of termination. Client agrees to indemnify and hold the Service Technician harmless from all claims, damages, expenses, attorney fees, costs, fines, penalties, and other liabilities, including reasonable attorney fees, costs, and expenses, arising out of or from the Service, whether or not caused in whole or in part by the negligence or active or passive negligence of the Service Technician.
- 3) Indemnification: Client shall indemnify and hold the Service Technician harmless from all claims, damages, expenses, attorney fees, costs, fines, penalties, and other liabilities, including reasonable attorney fees, costs, and expenses, arising out of or from the Service, whether or not caused in whole or in part by the negligence or active or passive negligence of the Service Technician.
- 4) Assurances: Client shall warrant that the Service is being performed by the Service Technician and that the Service Technician is duly licensed and qualified to perform the Service. Client agrees to hold the Service Technician harmless from all claims, damages, expenses, attorney fees, costs, fines, penalties, and other liabilities, including reasonable attorney fees, costs, and expenses, arising out of or from the Service, whether or not caused in whole or in part by the negligence or active or passive negligence of the Service Technician.
- 5) Statement of Service: On the date the Service is performed on the subject property, the Service Technician shall provide Client with a written statement of the Service performed, including the date, time, and location of the Service, and the name of the Service Technician. Client agrees to pay for the Service performed up to the date of termination. Client agrees to indemnify and hold the Service Technician harmless from all claims, damages, expenses, attorney fees, costs, fines, penalties, and other liabilities, including reasonable attorney fees, costs, and expenses, arising out of or from the Service, whether or not caused in whole or in part by the negligence or active or passive negligence of the Service Technician.
- 6) Assurances: Client shall warrant that the Service is being performed by the Service Technician and that the Service Technician is duly licensed and qualified to perform the Service. Client agrees to hold the Service Technician harmless from all claims, damages, expenses, attorney fees, costs, fines, penalties, and other liabilities, including reasonable attorney fees, costs, and expenses, arising out of or from the Service, whether or not caused in whole or in part by the negligence or active or passive negligence of the Service Technician.
- 7) Warranties: The Service is provided as is, with no warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Client agrees to hold the Service Technician harmless from all claims, damages, expenses, attorney fees, costs, fines, penalties, and other liabilities, including reasonable attorney fees, costs, and expenses, arising out of or from the Service, whether or not caused in whole or in part by the negligence or active or passive negligence of the Service Technician.
- 8) Assurances: Client shall warrant that the Service is being performed by the Service Technician and that the Service Technician is duly licensed and qualified to perform the Service. Client agrees to hold the Service Technician harmless from all claims, damages, expenses, attorney fees, costs, fines, penalties, and other liabilities, including reasonable attorney fees, costs, and expenses, arising out of or from the Service, whether or not caused in whole or in part by the negligence or active or passive negligence of the Service Technician.
- 9) Defective Service: Client agrees to notify the Service Technician of any defective service within 72 hours of the date the Service is performed. Client agrees to pay for the Service performed up to the date of termination. Client agrees to indemnify and hold the Service Technician harmless from all claims, damages, expenses, attorney fees, costs, fines, penalties, and other liabilities, including reasonable attorney fees, costs, and expenses, arising out of or from the Service, whether or not caused in whole or in part by the negligence or active or passive negligence of the Service Technician.
- 10) Assurances: Client shall warrant that the Service is being performed by the Service Technician and that the Service Technician is duly licensed and qualified to perform the Service. Client agrees to hold the Service Technician harmless from all claims, damages, expenses, attorney fees, costs, fines, penalties, and other liabilities, including reasonable attorney fees, costs, and expenses, arising out of or from the Service, whether or not caused in whole or in part by the negligence or active or passive negligence of the Service Technician.
- 11) Attorney Fees: Client agrees to pay the Service Technician's reasonable attorney fees, costs, and expenses for any legal action undertaken by the Service Technician to enforce the Agreement or to collect the amount of any fee or charge due to the Service Technician.
- 12) Assurances: Client shall warrant that the Service is being performed by the Service Technician and that the Service Technician is duly licensed and qualified to perform the Service. Client agrees to hold the Service Technician harmless from all claims, damages, expenses, attorney fees, costs, fines, penalties, and other liabilities, including reasonable attorney fees, costs, and expenses, arising out of or from the Service, whether or not caused in whole or in part by the negligence or active or passive negligence of the Service Technician.
- 13) Errors: Any and all typographical or other clerical errors made by the Service Technician are subject to correction by the Service Technician. Client agrees to hold the Service Technician harmless from all claims, damages, expenses, attorney fees, costs, fines, penalties, and other liabilities, including reasonable attorney fees, costs, and expenses, arising out of or from the Service, whether or not caused in whole or in part by the negligence or active or passive negligence of the Service Technician.

Signature: [Signature] Date: 5/28/2021  
 RELEASE ALL TERMS AND CONDITIONS BEFORE SIGNING

## SPRINKLERS PLUS

3288 HAVEN DR. BOONVILLE, IN 47601

Phone: (812) 858-1325  
 Fax: (812) 942-0763  
 Email: [service@sprinklersplus.com](mailto:service@sprinklersplus.com)

Date: 17:29  
 Proposal Submitted to:  
 Warrick County Old Courthouse  
 1 County Square  
 Boonville, IN 47601  
 dan@warrickcounty.gov

We hereby propose to furnish the materials and perform the labor necessary for the completion of a Lawn Irrigation System, at the above address. Owner to provide 1" water meter, sleeves under paver sidewalks, 110V outlet to controller and 110V power to boost pump if necessary. Price includes watering all grass areas on the property and 4 quick coupling valves.

Grass Price:	\$9,975.00
Upgrade to WIFI controller (requires 2.4GHZ signal at controller location):	\$ 350.00
Add drip irrigation to 4 flower beds:	\$1,300.00
Install boost pump if necessary:	\$ 900.00
Add automatic & automated fertilizer through irrigation:	\$2,450.00

Respectfully Submitted by: **Derrick Hinds**  
**SPRINKLERS PLUS**  
 Note: This proposal may be withdrawn by Sprinklers Plus if not accepted within 14 days.  
 Terms: Paid in full within 30 days of completion

The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.  
 Acceptance of Proposal  
 Signature: [Signature] Date: 05/24/2021

### FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment"), is made and entered into this 24 day of MAY, 2021 (the "Effective Date"), by and between the **TOWN OF CHANDLER**, an Indiana political subdivision ("Landlord"), and **WARRICK COUNTY, INDIANA**, by through its Board of Commissioners ("Tenant"). Landlord and Tenant are sometimes referred to hereinafter individually as a "Party" or collectively as the "Parties."

WITNESSETH:

**WHEREAS**, Landlord and Tenant are parties to a certain Lease Agreement dated as of August 23, 2010 (the "Lease"), for certain property located at 510 North State Street, Chandler, Indiana, as more particularly described in the Lease; and

**WHEREAS**, both Parties desire to amend and modify the Lease in certain respects regarding the Leased Premises and access to the Parent Tract;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

1. **Definitions.** Any capitalized term not defined in this Amendment shall have the meaning assigned to such term in the Lease.
2. **Lease Premises.** Exhibit A to the Lease be and is hereby deleted in its entirety and deemed to constitute the Leased Premises. Any reference to "Leased Premises" in the Lease shall be deemed to refer to the Leased Premises as defined in the Lease. The Leased Premises and Parent Tract comprise a part of the Primary Plat of Emmie June Cove, dated April 22, 2021 (Morley Job No. 11540.1.001-A) (the "Subdivision Plat"), which Subdivision Plat is under consideration by the Town of Chandler Planning Commission. The Leased Premises are described as parcels 15 and 20, within along the southerly and westerly boundaries of Lot 1 of the Subdivision Plat. If the Subdivision Plat is approved and recorded, the Parties acknowledge and agree that the Leased Premises shall be described as "Lot 2" or "Parcel 2" of the Subdivision Plat (with requisite recordation reference).
3. **Option to Purchase.** Section 2 of the Lease be and is hereby deleted in its entirety and the following shall be inserted in lieu thereof:
  - "2. **OPTION TO PURCHASE.** Tenant shall have the right to purchase the Leased Premises on the following terms and at the following described events:
    - a. In the event that the Landlord (1) accepts a written, bona fide offer from a third party for the sale, transfer, or divestiture of the Leased Premises, or (2) sells, transfers, or otherwise divests itself of the Parent Tract or any such portion of the Parent Tract, then Tenant shall have the right to purchase the Leased Premises for the amount of One Dollar (\$1.00). Landlord shall provide written notice of any such sale, transfer or other divestiture to Tenant at least ninety (90) days prior to the anticipated closing of such sale, transfer or

b. divestiture. In order to exercise its option to purchase, within this subparagraph, Tenant must provide written notice to purchase, within sixty (60) days after Tenant's receipt of Landlord's written notice of the anticipated sale, transfer or other divestiture; and

the parties consider this arrangement a lease of property under Indiana Code 36-1-1.1; in the event that the State Board of Accounts or the Board of Accountant Jurisdiction determines that the arrangement under this Agreement does not constitute a lease of property or otherwise is not in compliance with the arrangement, Landlord and Tenant shall take all necessary steps to bring the arrangement into compliance with the arrangement, without limitation, allowing Tenant to purchase the Leased Premise for the purchase price of \$160,000 for the five (5) acre Leased Premise, with a right of reversion to the Town's purchase price of \$160,000 for the five (5) acre Leased Premise under paragraph 6; and

Tenant's exercise of any of the options to purchase provided hereunder shall create a binding contract of purchase to close within sixty (60) days after (1) the Leased Premises are sold, transferred, or otherwise disposed of, or (2) the Town's sale, transfer or divestiture of the Leased Premises, whichever occurs first, on the Town's sale, transfer or divestiture of the Parent Tract or any subdivision of the Parent Tract, whichever occurs later. Notwithstanding the foregoing, in the event of doubt, in the event that the Landlord does not close on the sale, transfer or divestiture of the Parent Tract, Tenant's option hereunder shall automatically terminate. In the event that Tenant exercises its option hereunder, Landlord shall cooperate in all respects and shall ensure that the Leased Premises are in compliance with all applicable municipal Storm Water Requirements and Green Space Requirements.

4. Character of Use and Occupancy. Section 6 of the Lease is hereby reaffirmed, and the Parties acknowledge and agree that the language of any warranty deed conveying the Leased Premises to the Town of Chandler to Warrick County in accordance with the terms of Section 2 of the Lease shall include the language of the Leased Premises as set forth in the Purchase of the Leased Premises in the event Warrick County determines that the option shall appear on the warranty deed in substantial accordance with the terms and conditions of Section 6 of the Lease.

5. Stormwater Runoff and Green Space Requirements. Section 20 of the Lease is hereby deleted in its entirety and "intentionally deleted," shall be inserted in lieu thereof, and the Parties acknowledge and agree that the Leased Premises are sufficient for required storm water runoff requirements ("Green Space Requirements") and/or green space or to meet set back requirements ("Green Space Requirements"). Landlord presents and warrants that, as of the Effective Date, the Leased Premises are in compliance with all applicable municipal Storm Water Requirements and Green Space Requirements.

6. Governing Law. Except as modified hereby, the Lease shall remain in full force and effect, if any inconsistency exists or conflict of law between this Amendment and the terms of the Lease, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State of Indiana, irrespective of choice of law principles thereunder.

4843-3350-884 1. v5

7. Binding Upon Successors. This Amendment and the provisions contained herein shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, personal representatives, successors and assigns.

8. Whole Agreement. This Amendment constitutes the sole and only agreement of the parties hereto with respect to the terms and provisions contained herein. The Lease, as amended, modified, substituted, altered, or changed, all terms and conditions of the Lease Agreement shall remain in full force and effect. Furthermore, this Amendment shall not be construed to be drafted by counsel for either party or the other merely by virtue of the fact that it was drafted by counsel for Landlord and Tenant. Landlord and Tenant have both contributed materially and substantially to the negotiation and drafting of this Amendment.

9. Counterparts. This Amendment may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original and all counterparts together shall constitute one and the same instrument notwithstanding the actual date of the execution thereof.

10. Entire Agreement. This Amendment and the Lease, together with all exhibits and attachments thereto, constitute the entire agreement between the Parties and supersede all previous agreements, understandings, negotiations, discussions, oral or written, between the Parties with respect to the subject matter hereof.

11. Severability. If any provision of this Amendment is held to be unenforceable or invalid, such provision shall be deemed to be severed from this Amendment, and the remaining provisions shall survive and remain in full force and effect.

12. Assignment. Landlord and Tenant agree that neither party shall assign, transfer, or otherwise dispose of its interest in this Amendment without the prior written consent of the other party, which consent shall not be unreasonably withheld.

13. Notices. All notices to be given by either party under this Amendment shall be in writing and shall be given to the other party at the address set forth in the Lease, or to the other party at the address set forth in this Amendment, or to the other party at the address set forth in the attached exhibit hereto.

14. Waiver. The failure of either party to exercise any right or remedy provided herein shall not constitute a waiver of such right or remedy, and shall not prevent either party from exercising such right or remedy at any time.

15. Force Majeure. If either party is prevented from performing its obligations under this Amendment due to an act of God, war, terrorism, riot, strike, or other event beyond its control, the time for performance of its obligations shall be extended for a period of time equal to the period of such prevention.

16. Survival. The provisions of this Amendment that by their nature are intended to survive the termination or expiration of this Amendment shall survive the termination or expiration of this Amendment.

17. Amendment. This Amendment may be amended, modified, substituted, altered, or changed, in whole or in part, by a written instrument executed by both parties.

18. Integration. This Amendment and the Lease, together with all exhibits and attachments thereto, constitute the entire agreement between the Parties and supersede all previous agreements, understandings, negotiations, discussions, oral or written, between the Parties with respect to the subject matter hereof.

19. Counterparts. This Amendment may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original and all counterparts together shall constitute one and the same instrument notwithstanding the actual date of the execution thereof.

20. Entire Agreement. This Amendment and the Lease, together with all exhibits and attachments thereto, constitute the entire agreement between the Parties and supersede all previous agreements, understandings, negotiations, discussions, oral or written, between the Parties with respect to the subject matter hereof.

21. Severability. If any provision of this Amendment is held to be unenforceable or invalid, such provision shall be deemed to be severed from this Amendment, and the remaining provisions shall survive and remain in full force and effect.

22. Assignment. Landlord and Tenant agree that neither party shall assign, transfer, or otherwise dispose of its interest in this Amendment without the prior written consent of the other party, which consent shall not be unreasonably withheld.

23. Notices. All notices to be given by either party under this Amendment shall be in writing and shall be given to the other party at the address set forth in the Lease, or to the other party at the address set forth in this Amendment, or to the other party at the address set forth in the attached exhibit hereto.

24. Waiver. The failure of either party to exercise any right or remedy provided herein shall not constitute a waiver of such right or remedy, and shall not prevent either party from exercising such right or remedy at any time.

25. Force Majeure. If either party is prevented from performing its obligations under this Amendment due to an act of God, war, terrorism, riot, strike, or other event beyond its control, the time for performance of its obligations shall be extended for a period of time equal to the period of such prevention.

26. Survival. The provisions of this Amendment that by their nature are intended to survive the termination or expiration of this Amendment shall survive the termination or expiration of this Amendment.

27. Amendment. This Amendment may be amended, modified, substituted, altered, or changed, in whole or in part, by a written instrument executed by both parties.

28. Integration. This Amendment and the Lease, together with all exhibits and attachments thereto, constitute the entire agreement between the Parties and supersede all previous agreements, understandings, negotiations, discussions, oral or written, between the Parties with respect to the subject matter hereof.

29. Counterparts. This Amendment may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original and all counterparts together shall constitute one and the same instrument notwithstanding the actual date of the execution thereof.

30. Entire Agreement. This Amendment and the Lease, together with all exhibits and attachments thereto, constitute the entire agreement between the Parties and supersede all previous agreements, understandings, negotiations, discussions, oral or written, between the Parties with respect to the subject matter hereof.

31. Severability. If any provision of this Amendment is held to be unenforceable or invalid, such provision shall be deemed to be severed from this Amendment, and the remaining provisions shall survive and remain in full force and effect.

32. Assignment. Landlord and Tenant agree that neither party shall assign, transfer, or otherwise dispose of its interest in this Amendment without the prior written consent of the other party, which consent shall not be unreasonably withheld.

33. Notices. All notices to be given by either party under this Amendment shall be in writing and shall be given to the other party at the address set forth in the Lease, or to the other party at the address set forth in this Amendment, or to the other party at the address set forth in the attached exhibit hereto.

34. Waiver. The failure of either party to exercise any right or remedy provided herein shall not constitute a waiver of such right or remedy, and shall not prevent either party from exercising such right or remedy at any time.

35. Force Majeure. If either party is prevented from performing its obligations under this Amendment due to an act of God, war, terrorism, riot, strike, or other event beyond its control, the time for performance of its obligations shall be extended for a period of time equal to the period of such prevention.

36. Survival. The provisions of this Amendment that by their nature are intended to survive the termination or expiration of this Amendment shall survive the termination or expiration of this Amendment.

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44. Waiver. The failure of either party to exercise any right or remedy provided herein shall not constitute a waiver of such right or remedy, and shall not prevent either party from exercising such right or remedy at any time.

45. Force Majeure. If either party is prevented from performing its obligations under this Amendment due to an act of God, war, terrorism, riot, strike, or other event beyond its control, the time for performance of its obligations shall be extended for a period of time equal to the period of such prevention.

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54. Waiver. The failure of either party to exercise any right or remedy provided herein shall not constitute a waiver of such right or remedy, and shall not prevent either party from exercising such right or remedy at any time.

55. Force Majeure. If either party is prevented from performing its obligations under this Amendment due to an act of God, war, terrorism, riot, strike, or other event beyond its control, the time for performance of its obligations shall be extended for a period of time equal to the period of such prevention.

56. Survival. The provisions of this Amendment that by their nature are intended to survive the termination or expiration of this Amendment shall survive the termination or expiration of this Amendment.

57. Amendment. This Amendment may be amended, modified, substituted, altered, or changed, in whole or in part, by a written instrument executed by both parties.

4843-3350-884 1. v5

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

**LANDLORD:**

TOWN OF CHANDLER, INDIANA

Tonya Wester  
President, Town Council



ATTEST:  
Brian Pace  
Clerk-Treasurer

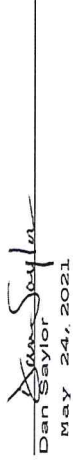
4843-3350-884 1. v5

[SIGNATURE PAGES FOLLOW]

**TENANT:**

**BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA**

  
Terry J. Phillips  
  
Robert H. Johnson, Jr.

  
Dan Saylor  
May 24, 2021

**ATTEST:**  
  
Robert H. Johnson, Jr.  
Warrick County Auditor

4843-3350-RR41.V5

**EXHIBIT A**

**Leased Premises**

Part of the North Half of Section 36, Township 5 South, Range 9 West in the Town of Chandler, Warrick County, Indiana and being more particularly described as follows:

Commencing at a 1-1/2 inch iron pipe marking the Northeast corner of the Northwest Quarter of said Section 36; thence North 89 degrees 27 minutes 22 seconds West 109.31 feet to a 5/8 inch rebar marking the Northwest corner of the tract conveyed to Daniel and Angela Worstell per Document #2019R-002386 in the Office of the Recorder of Warrick County, Indiana; thence along the West line of said Worstell tract and the Southerly extension thereof South 00 degrees 01 minute 43 seconds West 183.06 feet to a 5/8 inch rebar with plastic cap stamped "Morley ID #0023", hereon called a "Morley monument"; thence South 89 degrees 57 minutes 07 seconds East 130.72 feet to a "Morley monument" on the Westerly right-of-way of State Street; thence along said right-of-way, South 07 degrees 19 minutes 19 seconds East 54.24 feet to a "Morley monument" marking the Northeast corner of the tract conveyed to Michael and Patricia Koch per Document #2019R-002786 in the Office of the Recorder of Warrick County, Indiana; thence North 89 degrees 59 minutes 10 seconds West 150.46 feet to a 5/8 inch rebar; thence continuing along said perimeter, North 89 degrees 45 minutes 34 seconds West 9.54 feet to a "Morley monument"; thence South 00 degrees 10 minutes 26 seconds East 145.00 feet to a "Morley monument"; thence South 89 degrees 59 minutes 07 seconds East 155.81 feet to the point of beginning, containing 0.53 acres (22,994 square feet) more or less.

ALSO a Sanitary Sewer Easement described as follows:

**Easement Description**  
Part of the North Half of Section 36, Township 5 South, Range 9 West in the Town of Chandler, Warrick County, Indiana and being more particularly described as follows:

Commencing at a 1-1/2 inch iron pipe marking the Northeast corner of the Northwest Quarter of said Section 36; thence along the North line of said Northwest Quarter, North 89 degrees 57 minutes 07 seconds East 130.72 feet to a "Morley monument" marking the Northeast corner of the tract conveyed to The Town of Chandler per Document #2019R-006092 in the Office of the Recorder of Warrick County, Indiana (witnessed by a 5/8 inch rebar North 00 degrees 10 minutes 19 seconds East 0.21 feet); thence along the West line of said Town of Chandler Tract, South 00 degrees 10 minutes 19 seconds West 191.03 feet to the POINT OF BEGINNING; thence along the West line of Lot 2 of the unrecorded Primary Plat of Emmie June Cove, dated April 22, 2021; thence along said West line, South 00 degrees 10 minutes 26 seconds West 10.00 feet to a 5/8 inch rebar with plastic cap stamped "Morley ID #0023", hereon called a "Morley monument" marking the Northeast corner of the tract conveyed to Michael and Patricia Koch per Document #2019R-002786 in the Office of the Recorder of Warrick County, Indiana; thence North line and an extension thereof, North 89 degrees 45 minutes 34 seconds West 286.32 feet to the West line of aforesaid Town of Chandler Tract; thence along said West line, North 00 degrees 10 minutes 19 seconds East 316.00 feet to the point of beginning, containing 0.23 acres (10,166 square feet), more or less.

4843-3350-RR41.V5

**ORDINANCE 2021-22**  
**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING TITLE VII, OF THE CODE OF ORDINANCES OF WARRICK COUNTY, INDIANA**

**WHEREAS**, Ind. Code 36-9-2, *et seq.*, authorizes the Board of Commissioners of Warrick County to regulate the use of public ways;

**WHEREAS**, Section 70.05 of the Code of Ordinances of Warrick County sets forth the weight restrictions for operating vehicles on or across Warrick County highways;

**WHEREAS**, the Board of Commissioners of Warrick County desires to amend Section 70.05 to require the existence of an executed road usage agreement in order for the operator of a vehicle weighing twelve (12) tons or more to operate said vehicle on any non-commercial County roadways;

**WHEREAS**, the Board of Commissioners of Warrick County desires to set forth the requirements and fees associated with applying for, or entering into, a road usage agreement with Warrick County;

**WHEREAS**, the Board of Commissioners of Warrick County also desires to amend Chapter 70 for purposes of clarifying that, notwithstanding the existence of a validly issued permit or executed road usage agreement, no person shall operate a vehicle on any County roadway, highway, or bridge in such manner so as to cause damage to such County roadway, highway, or bridge;

**WHEREAS**, Chapter 72, Schedule II of the Code of Ordinances of Warrick County sets forth restrictions on the weight of vehicles that may be operated on certain Warrick County roadways;

**WHEREAS**, the Warrick County Highway Engineer recommends establishing a ten (10) ton weight limit on certain Warrick County roadways as more particularly described below; and

**WHEREAS**, the Board of Commissioners of Warrick County has reviewed the recommendation of the Warrick County Highway Engineer and desires to amend Chapter 72, Schedule II for purposes of establishing a ten (10) weight limit for certain roads as more particularly described below.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA THAT:**

**Title VII of the Code of Ordinances of Warrick County, Indiana, is hereby amended as follows:**

**CHAPTER 70: TRAFFIC CODE**  
**§ 70.05 WEIGHT RESTRICTIONS**

**ORDINANCE 2021-22**

- (A) No vehicle with a gross weight in excess of ten (10) tons or twenty thousand (20,000) pounds shall be operated on or across any County highway which has been posted as to said weight restriction without the express permit of the Board of Commissioners.
- (B) Notwithstanding the foregoing, no person shall operate a vehicle with a gross weight of twelve (12) tons or twenty-four thousand (24,000) pounds on any non-commercial County highway, regardless of any posted weight restriction or limit, without first entering into a road usage agreement with the Board of Commissioners authorizing such operation and use.
- (C) This § 70.05 shall not apply to fire trucks, ambulances, school buses, or emergency vehicles.  
Penalty, see § 70.099

**§ 70.06 ROAD USAGE AGREEMENTS**

- (A) When required by this Chapter 70, and as otherwise may be required by the Board of Commissioners and/or the Warrick County Highway Engineer, no person shall drive, operate, or move a vehicle upon or over any County road, highway, or bridge without first entering into a road usage agreement with the Board of Commissioners authorizing such operation and use.
- (B) In the event a road usage agreement is required under this Chapter 70, and in addition to any other payments or fees provided for in such agreement, the person or operator entering into such road usage agreement with the Board of Commissioners shall pay a fee in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00).

**§ 70.07 REPETITIVE HAULING**

- (A) No person shall repetitively drive, operate, haul, or move upon or over any County road, highway, or bridge any vehicle or object in such a manner so as to cause damage to such road, highway, or bridge. For purposes of this Chapter 70, what constitutes "repetitive driving, operating, hauling, or moving of a vehicle" shall be determined by the Warrick County Engineer, in his or her sole and absolute discretion.
- (B) Any person who causes damage to a County road, highway, or bridge as a result of repetitive driving, operating, hauling, or moving of a vehicle as described in § 70.07(A) shall be responsible for any and all costs necessary to repair and/or replace the damage to such road, highway, or bridge.

**ORDINANCE 2021-22**

- (C) In the event a person causes damage to a County road, highway, or bridge as described in § 70.07(A), above, the existence of a validly executed road usage agreement between said person and Warrick County shall be no defense to any action or claim brought against said person.
- (D) Any payments, costs, or fees provided under this § 70.07 shall be in addition to, and in no way in lieu or substitution of, any fines or penalties authorized to be assessed to a person in accordance with § 70.99, below.

**CHAPTER 72: TRAFFIC SCHEDULES**  
**SCHEDULE II: WEIGHT RESTRICTIONS**

- (A) It shall be unlawful for any person to operate, or move, or for the owner to cause or knowingly permit to be operated on the county highways designated below, any vehicle or combination of vehicles having a total gross weight in excess of ten (10) tons, or twenty thousand pounds (20,000 lbs.).
- (B) When a person is apprehended operating or causing to be operated a vehicle or combination of vehicles on the described highways with a weight in excess of the limitation set out below, the vehicle or combination of vehicles shall be detained until its weight is so reduced as to comply with the said limitation. The vehicle or combination of vehicles shall, while detained, be kept in the custody of a law enforcement officer and shall be moved only as directed by the officer having custody or by direction of the circuit or superior court.

Road Name	From	To
Ashby Lane	Ashby Road	Dead end
Austill Road	Fills Road	Niekens Road
Baker Road	Jenner Road	Deer Run Court
Barchett Road	State Road 161	County line
Barnett Chapel Road	Stanley Road	Melnert Road
Barren fork Road	Ashby Road	Folsomville Road
Baseline Road	Bridge 221	Bridge 221
Bawel Road	Tennyson Road	Dusty Road
Beardsley Road	Dale Road	Dead end
Bell Road		
Besing Road	State Road 68	Dead end
Bethany church Road	Yancketown Road	Flemming Road
Boner Road	Red brush Road	Dead end

**ORDINANCE 2021-22**

Bracher Road	Decker Road	Dead end
Brooks Road	Dale Road	Lincoln Trail Road
Brown Chapel Road	Rockport Road	New Hope Road
Brunley Road	Sharon Road	Lincoln Avenue
Brush creek Road	Leslie Road	Taylorville Road
Bullocktown Road	New Hope Road	Rockport Road
Bussing Road	County line	New Hope Road
Byers Road	New Hope Road	Dead end
Cardinal Lane	State Road 161	Simpson Road
Carey Road	Brown chapel Road	Dead end
Castle Garden Road	Jenkinsville Road	Tennyson Road
Center Road	Jenner Road	Gardner Road (cha)
Center Road	State Road 261	Dead end (south)
Chinn Road	State Road 261	State Road 62
Clutter Road	Yellow Banks Trail	County line
Coles Creek Road	Putnam Lane	Humphrey Road
Coles Creek Road	State Road 68	County line
Dale Road	Jockey Road	Ebenezer Road
Dale Road	State Road 161	County line
Decker Road	Old State Road 66	Frontage Road Alcon
Deer run Court	State Road 62	Rockport Road
Delegonia Road	Bawel Road	Grand Creek
Deer run Court	Boonville	Boonville
Diekville Road	State Road 61	Ashby Road
Doerner Road	Petersburg Road	County line
Dusty Road	Bawel Road	Two story Road
Eames Station Road	State Road 62	Phillips Road
Easley Road	Lincoln trail Road (dead end)	Hadley Road
Ebenzer Road	State Road 161	Robinson Road
Elberfeld Road	States Road	Coles Creek Road
Elberfeld Road	Hart Road	Pigeon Valley Road
Ellers Road	State Road	Folsomville Road
Ellers Road	State Road 662 (new)	William Road
Ellers Road	Austill Road	Dead end
Epworth Road	Dale Road	Dead end
Farley Road	State Road 662	State Road 66
Fehd Road	State Road 61	Boonville city limits
Flemming Road	State Street	Edwards Road
	Fisherville Road	New Harmony Road
	Pelzer Road	Pigeon Valley Road



ORDINANCE 2021-22

Folsomville Degenia Road E. N. 400 Road (County Road E. 300, N. 400, E. 400)	From Degenia Eby Road Boonville city limits north Polk Road York Drive State Road 68 State Road 62 County Road 50 south	To Folsomville State Road 68 Old State Highway 68 Johnson Road Dead end State Road 62 Dead end State Route 261
Fuquay Road	New Harmony Road	Gander cemetery Road
Gardner Road	Pelzer Road	Bulloctown Road
Gemlich Road	Ashby Road	Ellis Road
German Church Road	State Road 61	Shanett Road (Pike)
Geyer Road	Red Star Road	Two Story Road
Geyer Road	Two Story Road	Decker Road
Geyer Road	Decker Road	Dead end
Godeke Road	State Road 161	Dead end
Gore Road	Trautvetter Road	Schultz Road
Greenbriar Road	Clutter Road	State Road 61
Hadley Road	State Road 61	Mortley Road
Hartmoss Road	State Road 161	Hunt trail Road
Hickory Road (county Road E. 150)	Folsomville-Degenia Road	Kelly Road
Helm Road	Degenia Road	Tennyson Road
Heritage Drive	Stevenson Station - Elberfeld Road	Vanderburgh county line
Hewins Road	State Road 66	Martin Road
Hickory Trail Court	McCool Road	Edwards Road
Hickory Trail Drive	Dead end	Edwards Road
Hibbs Road	Chick Hill Road	Hickory Trail Court
Hills Road	Tennyson Road	Phillips Road
Hills Access Road	Yankeetown Road	Dead end
Hoffman Road	Hills Road	State Road 66
Holder Hill Road	Yann Road	Wethers Road
Holland Road	State Road 61	Lilly Pad Road
Honeysuekie Drive	State Road 68	County line
	Johnson Road	Forest Lake Drive

ORDINANCE 2021-22

Humphrey Road	Clutter Road	Dead end
Hunt Trail Road	Taylorville Road	Fadley Road
Indersiden Road	From south County Road N. 400	State Route 62
Jenkinsville Road	Two Story Road	State Road 61
Jenner Road	Baker Road	State Road
Jessica Lane	Seiler Road	Dead end
Johnson Road	Folsomville Road	Taylorville Road
Kaiser Road	Two Story Road	Folsomville Road
Kansas Road	State Road 61	Yankeetown Road
Kayelca Way	From Stevenson Station - Elberfeld Road	Vanderburgh county line
Kelly Road	Seiler Road	Dead end
Kelly Road	State Road 61	Eby Road
Kelly Road	Folsomville Road	Old Kelly Road
Kelly Road	Folsomville Road	Smith Road
Kelly Road	Folsomville Degenia Road	Dead end
Kost Road	Beck Road	Dead end
Lake Shore Drive north	Millersburg Road	Dead end
Lerch Road	Old State Road 66	Red Brush Road
Libbert Road	Telephone Road	Warrick Trail
Lilly Pad Road	Stanley Road	Meinert Road
Lilly Pad Road	State Road 68	Newman Road
Lincoln Avenue	East of State Highway 161	Wire Road (e 800)
Long Lake Drive	Forest Lake Drive	Smith Road
Lost Hill Road	Eby Road	Titzer Road
Lost Trail Lane	Eby Road	Dead end
Lynn Road	Chick Hill Road	Roger Seigel Road
Madden Road	0.10 miles west of Pigeon Valley Road	Holder Hill Road
Marshall Road	Taylorville Road	Dead end
Martin Road	Lincoln Avenue	State Road 68
Marx Road	Stanley Road	Sharon Road
Maurer Road	Newman Road	Peckinpaw Road
Maxville Road	State Road 62	Dead end
McClary Road	State Road 161	Old Tennyson Road
McNeely Road	Taylorville Road	Winsett Road
Meadowlark Hill Road	Scales Road	State Road 161
Meinert Road	Stevenson Station Road	Folsomville Road
	Lilly Pad Road	Dead end
		Weyerbacher Road

ORDINANCE 2021-22

Metzger Road	Rocksport Road	Bracher Road
Miller Cemetery Road	State Street	Weyerbacher Road
Miller Road	Dule Road	Sycamore Corner Road
Millersburg Road	Boonville	Decker Road
My Pleasant Road	Davidson Road	Weibe Road
New Harmony Road	Pigeon Valley Road	Bulloctown Road
	Millersburg Road	Vanderburgh County line
	0.10 miles west to County Road W. 1050	
	(Putler School Road) thence south on County Road 1050 to County Road N. 250	
	(County Road 40) thence east on County Road N. 250 to County Road W. 1025	
	(Stevenson Station Road), thence south on County Road N. 1025 to County Road N. 150	
New Harmony Road	Lashbrook Road	Dead end
New Hope Road	Besing Road	Dead end
Newman Road	Folsomville Road	Kelly Road
Niekens Road	North Road	Dead end
Nobles Chapel Road	State Road 68	County line
North Line Road	Elberfeld	State Road 68
Oak Grove Road	Center Road	Dead end
Oak Tree Drive	Yankeetown Road	County limits
Old Plank Road	Boonville	Folsomville Degenia Road
Old State Road 66		
Old Tennyson Road	Tennyson Road	Degenia Road
Old Yankeetown highway (W. 200)	Marx Road	Lilly Pad Road
Parklane Drive	Maple Grove Road	New Hope Road
Peckinpaw Road	Bethany Church Road	Dead end
Penila Drive	New Harmony Road	Fisherville Road
Perdido Road	Somersville Road	Schmitt Road (Pike)
Phillips Road	Folsomville Road	State Road 161
Plum Hill Road	Wire Road	County line
Pigeon Switch Road	Eby Road	New Hope Road
Pigeon Valley Road		

ORDINANCE 2021-22

Polk Road	Jenkinsville Road	Folsomville Road
Willock Avenue (S. 600, W. 25)		
Red Bush Road (S. 650)		
Robinson Road	Eastley Road	State Road 161
Rockport Road	Parsons Road	Metz Road
Roth Road	State Road 62	DeGonia Road
Rudolph Road (S 75)	Yankee town Road	State Highway 61
Russel Road	Gardner Road	Old Plank Road
Sawmill Road	State Road 68	County line
	The portion in Boonville located south of the intersection of Scales Road and Barron Fork Road	
Scales Road	Chad Barron Road	
Schultz Road	Dimsey Hill Road	Ditney Hill Road
Sehultz Road	Red Brush Road	Seven Hills Road
Seiler Road	County line	Eble Road
Selvin Road	State Road 68	Street
Selvin Cemetery Road	County line	Selvin Road
Seven Hills Road	State Road 61	Lilly Pad Road
Sharon Road	Folsomville Road	Anderson Road
Shelton Road (County Road N. 400)	Hadley Road	Smith Road
Simpson Road	Tennyson Road	Byers Road
Smith Road	Tennyson Road	Lincoln Trail Road
Somerville Road	Gerran Church Road	Folsomville Road
Spring Lake Drive	Edwards Road	County line
Spurgeon Road (County Road N. 1200, W. 225, N. 1225, W. 200)	State Road 68	Lake Shore Drive north
Square Deal Mine Road	Old State Road 61	State Road 61
Squaw Creek Road	Millersburg Road	Cravville Road
Stanley Road	Elberfeld city limits	State Road 62
	From the intersection of State Road 61 and Sheldon Road	Weyerbacher Road
State Road 61	Miller Cemetery Road	Southerly to the corporate limits of the city of Boonville, approximately 1.57 miles
State Street		Millersburgh Road

ORDINANCE 2021-22

Stevenson Station-Elberfeld Road (County Road W. 1025, N. 75, W. 1075, W. 1100, N. 450, W. 1125, N. 625, W. 1100)		
Stone Road	Heim Road	Elberfeld
Tusort Road	Beardsley Road	State Road 161
Taylor Road	Seven Hills Road	Stanley Road
Taylorville Road	Telephone Road	Sandalwood Drive
Tecumseh Road	McClary Road	Marshall Road
Telephone Road (S. 200)	State Road 61	Eby Road
Trails End Road	Baker Road	Dead end
Turley Road	Dale Road	Stone Road
Turpin Hill Road	Weyerbacher Road	State Road 61
Turtle Bay Road	Bethany Church Road	Dead end
Twin Lakes Drive	Welte Road	Fisherville Road
Two Story Road	Metzger Road	Johnson Road
Vann Road	Cassey Road	Anderson Road
Vincennes Road	Yellow Banks Trail	County line
Warner Road	Red Brush Road	Sharon Road
Warrickton Road	Tow Path Road	Inderrieden Road
Weibe Road	Mt Pleasant Road	State Road 68
West Baughs Drive	Twin Lakes Drive	Asbury Cemetery Road
Weyerbacher Road	Baugh Drive	Dead end
Wheatonville Road	Miller Cemetery Road	County line
Willow Pond Drive	County line	Dead end
Wilzbacher Road	Grimm Road	Frame Road
Wire Road	Millersburgh Road	Dead end
	Phillips Road	Lincoln Trail Road
	From the intersection of said highway with the highway of Boonville to and including the intersection of said highway with Indiana State Highway 68	
Yankeetown Road	From its intersection with County Road N. 300 north to the pike by the white commonly called Yellow Banks Road	
Yellow Banks trail	Center Road	Dead end
York Drive		

ORDINANCE 2021-22

Zoar Church Road	Kansas Road	Gander Road
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- (C) Any person who violates this schedule shall be fined in an amount not to exceed \$2,500 per occurrence.
- (D) Farm machinery and grain transport vehicles are exempted from the 20,000 pounds weight limit restriction limited to that portion of Epworth Road north of S.R. 66 and to its intersection with S.R. 62.




This Ordinance shall be effective upon passage.

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 24<sup>th</sup> day of May, 2021.

ATTEST:  
  
 Deborah K. Stevens, Auditor  
 Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

  
 Todd I. Glass, Esq., #13982512  
 JUNE & HATFIELD, A Professional Corporation  
 521 W. State Street, Box 779  
 Evansville, Indiana 47705-0779  
 Telephone: (812) 425-3592  
 Warrick County Attorney

WARRICK COUNTY  
 BOARD OF COMMISSIONERS  
  
 Terry W. Ripley, President  
  
 Robert H. Johnson, Jr., Vice President  
  
 Dan Saylor, Member

**RESOLUTION 2021-07**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, ESTABLISHING THE POLICY BY WHICH MEMBERS OF THE BOARD OF COMMISSIONERS MAY PARTICIPATE BY ELECTRONIC MEANS OF COMMUNICATION**

WHEREAS, P.L. 88-2021 (HEA 1437), Section 5, amended Ind. Code 5-14-1.5-3.5 of the Indiana Code, does not prescribe new requirements by which members of a governing body of a public agency may participate in a meeting by electronic means of communication;

WHEREAS, a member of such governing body may participate by any means of communication that: (1) allows all participating members of the governing body to simultaneously communicate with each other; and (2) except for a meeting that is an executive session, allows the public to simultaneously attend and observe the meeting;

WHEREAS, Ind. Code 5-14-1.5-3.5(d) requires such governing body to adopt a written policy establishing the procedures that apply to a member's participation in a meeting by electronic means of communication; and

WHEREAS, the Board of Commissioners of Warrick County, in accordance with Ind. Code 5-14-1.5-3.5(d), desires to adopt a policy by which Members of the Board of Commissioners may participate in a meeting by electronic means.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Warrick County, Indiana, that the following constitutes the Policy of the Board of Commissioners for Electronic Participation in Meetings:

**Section 1. Title of Policy and Incorporation by Reference.**

- (a) This Resolution shall be known as the "Electronic Meetings Policy" of the Board of Commissioners.
- (b) The provisions of Ind. Code 3-14-1.5-1, *et seq.*, including any and all definitions, are hereby incorporated into this Policy by reference.

**Section 2. Electronic Participation.**

- (a) Subject to Sections 3 and 5, below, any Commissioner may participate in a meeting by any electronic means of communication that:
  - i. Allows all Commissioners to simultaneously communicate with each other; and
  - ii. Except for a meeting that is an executive session, allows the public to simultaneously attend and observe the meeting.
- (b) A Commissioner who participates by an electronic means of communication:

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- i. Shall be considered present for purposes of establishing a quorum; and
  - ii. May participate in final action only if the Commissioner can be seen and heard.
- (c) All votes taken during a meeting in which a Commissioner participates by an electronic means of communication must be taken by roll call vote.

**Section 3. Attendance by Electronic Means.**

- (a) At least two (2) Commissioners must be physically present at a meeting during which a Commissioner is participating by electronic means of communication. No more than one (1) Commissioner may participate by means of electronic communication at the same meeting.
  - i. Military service;
  - ii. Illness or other medical condition;
  - iii. Death of a relative; or
  - iv. An emergency involving actual or threatened injury to persons or property.
- (b) A Commissioner shall not attend more than Fifty Percent (50%) of meetings in a calendar year by electronic means of communication, unless the Commissioner's electronic participation is due to:
  - i. Military service;
  - ii. Illness or other medical condition;
  - iii. Death of a relative; or
  - iv. An emergency involving actual or threatened injury to persons or property.
- (c) A Commissioner may attend two (2) consecutive meetings by electronic communication. In the event a Commissioner attends two (2) consecutive meetings by electronic communication, said Commissioner must be physically present at the next subsequent meeting, unless the Commissioner's absence is due to:
  - i. Military service;
  - ii. Illness or other medical condition;
  - iii. Death of a relative; or
  - iv. An emergency involving actual or threatened injury to persons or property.

**Section 4. Electronic Meeting Minutes.**

- (a) The minutes of a meeting at which a Commissioner participates by electronic means of communication shall:
  - i. Identify each Commissioner who:
    - (1) Was physically present at the meeting;
    - (2) Participated in the meeting by electronic means of communication;
    - (3) Was absent.
  - ii. Identify the electronic means of communication by which:
    - (1) Was physically present at the meeting;
    - (2) Participated in the meeting by electronic means of communication;
    - (3) Was absent.

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- (1) A Commissioner participated in the meeting; and
- (2) Members of the public attended and observed the meeting if the meeting was not an executive session.

**Section 5. Final Action Not Permitted.**

- (a) No Commissioner who is participating in a meeting by means of electronic communication shall participate in taking final action if the Board of Commissioners is attempting to take final action to:
    - i. Adopt a budget;
    - ii. Make a reduction in personnel;
    - iii. Initiate a referendum;
    - iv. Impose or increase a fee;
    - v. Impose a tax;
    - vi. Exercise the governing body's power of eminent domain; or
    - vii. Establish, impose, raise, or renew a tax.
- This Resolution shall be effective upon passage.

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Passed and adopted by the Board of Commissioners of Warrick County this 24<sup>th</sup> day of May, 2021.

WARRICK COUNTY BOARD OF COMMISSIONERS

TERRY WARRICK, President  
Robert H. Johnson, Jr., Vice President  
Dan Saylor, Member

ATTEST:

Deborah K. Stevens, Auditor  
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Todd I. Glass, Esq. #13982-18  
FINE & HATFIELD, A Professional Corporation  
Evansville, Indiana 47710  
Telephone: (812) 425-3592  
Warrick County Attorney

WARRICK COUNTY, INDIANA  
PANDEMIC RELIEF FUND

Date: 5/24/2021

EXPENSE COVID Line Item Balance:

- Board of Commissioners \$845,231.49
- Hotspot Services to Facilitate Social Distancing & Remote Working (Sprint) (\$432.13)
- Avigilon Camera & Software System to Detect Occupancy, Monitor Social Distancing, & Compliance w other Public Health Measures (ERS Wireless) (\$126,358.79)
- Computers to Facilitate Remote/Telework Capabilities (CDW Government) (\$1,741.97)

**Total Board of Commissioners Expenses (\$128,532.89)**

• Superior Court No. 1

- Installation of Dutch Door to Facilitate Social Distancing & Reduce Exposure to COVID-19 (Lensing) (\$1635.00)

**Total Superior Court No. 1 Expenses (\$1635.00)**

**TOTAL EXPENSES: (\$130,167.89)**  
**REMAINING EXPENSE COVID LINE ITEM BALANCE: \$715,063.60**

NON-PROFIT PANDEMIC RELIEF FUND Balance

- Non-Profit Organizations \$107,949.87
- Warrick County Museum, Inc. (\$4,873.62)
- God is Good Foundation, Inc. (\$5,000.00)
- Community Outreach Ministries, Inc. (\$5,000.00)
- Red Fox Track-n-Trail, Inc. (\$5,000.00)
- Habitat for Humanity of Warrick County, Inc. (\$5,000.00)
- Encountering Hope Ministries, Inc. (\$5,000.00)

**Total Non-Profit Organization Grant Funds (\$29,873.62)**

**REMAINING NON-PROFIT PANDEMIC RELIEF FUND BALANCE: \$78,076.25**

Prescribed by the State Board of Accounts

1046 COUNTY TREASURER'S MONTHLY REPORT

County Form No. 47-TR

Required by IC 36-2-10-16 and IC 5-13

COPY

Month ending April 30, 2021

WARRICK COUNTY

Table with 2 columns: Description and Amount. Includes items like Advance Collections of Taxes, Cash Collections, Surplus Payments, Sewage Collections, Vehicle License Excise Tax, etc.

Depository Balance as Shown by Balance of Cash and Investments as Shown by Daily Balance of Cash and Depositories Record (Column 12, Line 40)

Total Cash on Hand at Close of Month: \$500.00

Coins: \$500.00

Checks, Money Orders, etc.

Total: \$500.00

Cash Short (Add)

Cash Long (Deduct)

Total: \$500.00

RECONCILEMENT WITH DEPOSITORIES

Balance in all Depositories Per Daily Balance Record (Line 24 Above) ... \$55,238,159.65

Outstanding Checks (Detail by Depositories on Reverse Side) ... \$268,524.39

Balance in all Depositories Per Bank Statements (Detail by Depositories on Reverse Side) ... \$55,506,684.04

Proof ... \$55,506,684.04

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH: (a) Cash Change Fund Advanced by County

RECEIVED MAY 24 2021 WARRICK CO. AUDITOR

FILED MAY 24 2021 WARRICK CO. AUDITOR

Table with 3 columns: Vendor Name, Description, and Amount. Lists various vendors like ARKEMA, ALUMINUM, ALUMINUM, etc.

Table with 3 columns: Vendor Name, Description, and Amount. Lists various vendors like BIRMINGHAM, BIRMINGHAM, BIRMINGHAM, etc.





