

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**

REGULAR SESSION

COMMISSIONERS MEETING ROOM

107 W. Locust Street, Suite 303

Boonville, Indiana

June 13, 2022

4:03 P.M.

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

Auditor Debbie Stevens and Secretary Kristine Georges attended and recorded the minutes.

President Terry Phillippe called the meeting to order at 4:03 PM.

**PLEDGE OF ALLEGIANCE**

**AREA PLAN COMMISSION  
REQUEST FOR EXTENSION OF SURETY  
MEIJER WARRICK SUBDIVISION**

**Commissioner Terry Phillippe:** Okay. First order of business is Area Plan.

**Molly Barnhill:** We have one (1) request for an Extension of Surety. It's Meijer Warrick Subdivision by Meijer Stores Limited Partnership by Michael Kinsey, 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). Have had seven (7) years. So, they're requesting one (1) year at the same amount. The letter of credit expires June 27, 2022. And the County Engineer has signed off on the dollar amounts are still sufficient for construction.

**Bobby Howard:** They are for one (1) more year. But, if they don't start it again before next year, I recommend that the dollar amounts be increased.

**Commissioner Dan Saylor:** So, Molly, do you know why they're, I mean, it's seven (7) years they've done this. They given you any indication, are they going to build or not? And do we, if we don't extend this surety, what happens?

**Molly Barnhill:** If we don't extend it, then we pull it, pull the letter of credit, and then it's on the County to do the construction. That's kind of why we hold them. I mean, back when Mrs. Rector was here, she had asked them and they keep saying that they're coming. They just don't know the exact year. I think they're waiting on the Warrick Trail to build out a little bit more.

**Commissioner Dan Saylor:** Okay.

**Molly Barnhill:** The only other option is to vacate the plat and then we could release the funds and it would not be a subdivision anymore.

**Commissioner Dan Saylor:** They'd have to go back through the process?

**Molly Barnhill:** Um hum, the vacation process.

**Commissioner Terry Phillippe:** So, Bobby, are you saying we can afford to do it for that amount of money if we had to?

**Bobby Howard:** This year. But, this is all private drainage inside that we're holding.

**Commissioner Dan Saylor:** We wouldn't even do it.

**Bobby Howard:** The two (2) commercial drives are easy enough. It's the drainage work where we're getting, just through the field and the dirt work and everything.

**Commissioner Dan Saylor:** And I heard that has to be raised a lot. So, I just, I was just trying to get an answer on when they're going to do something. Anyway, I guess I make a motion to extend the surety.

**Commissioner Bob Johnson:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

*(Meijer Extension is located on Page 18 of these Official Minutes)*

**REQUEST FOR RELEASE OF SURETY  
C-21-037 – GRIMM ROAD**

**Molly Barnhill:** And then we have a Request for Release of Surety. It's a commercial entrance. It's C-21-037 at 10300 Grimm Road. Andrews Fastbreak by Rick Andrews the owner. We're holding a letter of credit at forty-five thousand eight hundred three and twenty-three cents (\$45,803.23) guaranteeing entrance construction. They've had one (1) year and this surety expires June 28, 2022, and the County Engineer has signed off on the request.

**Commissioner Dan Saylor:** It's all done, Bobby, and in good shape?

**Bobby Howard:** Yes, everything is complete. Recommend release of the surety.

**Commissioner Dan Saylor:** Make a motion to release the surety.

**Commissioner Bob Johnson:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** (Inaudible).

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

**Molly Barnhill:** That's all I have.

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

**Roger Emmons:** Back at 6:00 (PM), right?

**Molly Barnhill:** Yes, Sir.

**Roger Emmons:** Okay.

*(C-21-037 is located on Pages 18 through 19 of these Official Minutes)*

**ITEMS FOR DISCUSSION  
DEBBIE BENNETT-STEARSMAN  
DISCUSS PROCESS FOR DISTRIBUTION OF ARPA FUNDS**

**Commissioner Terry Phillippe:** Okay, next order of business, Items for Discussion from our Grants Administrator, Debbie Bennett-Stearnsman.

**Commissioner Bob Johnson:** Thank you, Debbie.

**Debbie Bennett-Stearnsman:** No problem.

**Roger Emmons:** Thank you, Debbie.

**Andrew Skinner:** Make sure you have enough, I get it. Thank you.

**Debbie Bennett-Stearnsman:** Good afternoon. Debbie Bennett-Stearnsman, County Grant Administrator. I'm coming to you this afternoon to review with you the process for applying for and distribution of the County's American Rescue Funds. What I'll be discussing today are the items that were voted on by the core group to be sent to the Commissioners for approval. So, the core group met. They've done surveying and divided the funds in many different ways and we've come up with distribution in two (2) ways. The first would be to County Departments and we had a meeting this morning with County Department Heads. And the second would be competitive applications outside of County Departments. So, the first part I'm going to discuss is going to be the County application for County Departments and if you refer to Exhibit A and B. So, the County application for County Departments will open for applications on Tuesday, June 14<sup>th</sup>, which is tomorrow and a copy of the applications that they have to complete is Exhibit A. The following requirements will apply to that application. Applications will be available from June 14<sup>th</sup> on the County's website until September 2<sup>nd</sup>. There's no dollar cap on the applications. Departments can apply for more than one (1) project, however, the core group will have the discretion of negotiating or awarding only one (1) application. The applications will be scored according to the scoring matrix. And if you look at Exhibit B, that's the scoring matrix that goes with the County application. Planning projects are eligible. Indiana Code applies to all projects. There'll be bonus points for projects with additional funds. The process will be, if you're awarded the projects, will be given an account number, a sheet for reporting, and they'll meet with me prior to starting. All claims will come through my office before they go to the Auditor and they have to be approved by my office. All bid documents including advertisements must be provided prior to the application award. Awards will only be made for the amount requested. If they do not spend their funds on what they asked for, then any extra funds will be obligated and go back into the bucket for new applications. If the, if the project goes over what they ask for, then they'll be responsible for supplying the additional money to do the project. The time period for eligible projects is March 2, 2021 until December 31, 2024. All projects should be obligated by December 31, 2024 and funds disbursed by December 31, 2026. If someone is awarded and no funds have been drawn by January 1, 2024, we'll have a status meeting to see if we need to de-obligate their funding. Any unobligated funds goes back into the bucket. We'll cause the application process to reopen. So, the core group will review applications they receive and score those out on a

monthly basis. There will be recommendations made and then I'll come back to the Commissioners to see if you agree with what the core group recommended. So, that is the County Department process. I guess I should, I'll call for questions.

**Commissioner Terry Phillippe:** You all have any questions?

**Roger Emmons:** I think that Debbie's doing an excellent job.

**Commissioner Dan Saylor:** Yes, she is.

**Debbie Bennett-Stearsman:** If not, should they vote to approve that process or...?

**Andrew Skinner:** Um, I don't think it was up for being, for approving. I think the core group had already approved that. But, certainly the Commissioners could show their consent.

**Commissioner Bob Johnson:** I'm good with it.

**Commissioner Terry Phillippe:** Both, she's got another process to approve. Can we approve both of them at the same time?

**Andrew Skinner:** Yep, yep.

**Commissioner Dan Saylor:** I'm good with it.

**Debbie Bennett-Stearsman:** Okay. So, we'll move forward with the competitive process. So, the competitive process be will treated with the four (4) requirements of ARP Funding. So, they will have to follow all the federal rules and regulations. And the competitive process will be as follows. Competitive applications and being announced, they're supposed to be announced, Roger, like, you sent it out today.

**Roger Emmons:** I sent it out today to as many media contacts as I could find.

**Debbie Bennett-Stearsman:** Yes, so, the applications will open on the website again just like the County ones. It will open tomorrow, June 14<sup>th</sup> and a copy of that application's Exhibit C. If you look through Exhibit C, it's quite a bit more detailed than what the County is. (Inaudible) in front of me. The date of applications will be from June 14<sup>th</sup> until September 2<sup>nd</sup> and we have capped each application a maximum of five hundred thousand dollars (\$500,000.00). That doesn't mean you have to ask for that much. But, that's the maximum amount. There's only one (1) application per applicant. Applicants will be scored to the scoring Matrix of Exhibit D that you should have. So, a bit different than what the County applications are. Planning projects are eligible. Applicants will have to comply with all Federal guidelines. Now, the Federal guidelines and the Indiana Code guidelines have been reviewed by Counsel. Both of the guidelines will be on the website together with the applications. So, if someone applies, they'll know how procurement is going to have to progress. The same with the County. They'll have to meet with me prior to starting their project. They'll be given a sheet for reporting. Claims will come through my office and no claim will be paid without my approval. The funds will stay with the County. We won't be giving the funds to the applicant. We'll be disbursing as they, as they give us invoices and pay estimates. So, we're not giving them an amount of money and letting them spend it. Okay? Awards will only be made for the amount that was requested. If it's additional, they need additional funds, because local match is one (1) of the requirements for the competitive, they're going to have to take it out of their funding and not our funding, the county's funding. They'll have to supply all bid documents including the advertisements prior to application awards. They'll also have to supply us with copies of checks for local match and any payments they make for local match to show their total commitment. The time period that they have eligible projects for is March 3, 2021 until December 31, 2024. All projects have to be obligated the same by December 31, 2024 and funds disbursed by December 31, 2026. If at the end of 2023 we haven't seen any movement from them, they haven't requested any funds, we'll have a meeting to decide whether to de-obligate their funding. And again, if there is any un-obligation on any obligated funds, we'll open the process back up. The core group will also review these applications as received on a monthly basis is what we intend, make recommendations for the Board, and then I'll come back to the County Commissioners to ask for your approval of those applications. And I will be tracking all of this in my office, the different projects and how they're being spent and the invoices that they come in. I'll have spreadsheets for each one (1) of them before I send them to the Auditor. Any questions for the application or the score sheet for that?

**Commissioner Bob Johnson:** Debbie, real quick going back to the departmental.

**Debbie Bennett-Stearsman:** Yes?

**Commissioner Bob Johnson:** Is there a limit on that?

**Debbie Bennett-Stearsman:** No, we did not cap that on the County.

**Commissioner Terry Phillippe:** Any questions?

**Commissioner Bob Johnson:** I'm good.

**Commissioner Dan Saylor:** I'm good.

**Commissioner Terry Phillippe:** So, we can make an approval for both sets?

**Andrew Skinner:** Yes, if you want to do it by motion to make it formal, that would be just fine.

Commissioner Dan Saylor: So, I make a motion to approve the ARP docs as presented.

Commissioner Bob Johnson: And I'll second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Debbie Bennett-Stearsman: Thank you.

Commissioner Terry Phillippe: Thank you.

Commissioner Dan Saylor: Thank you, Debbie. Yeah, thank you. Glad you're here.

Commissioner Terry Phillippe: Where would we be if she wasn't?

Commissioner Dan Saylor: Huh?

Commissioner Terry Phillippe: Where would we be if she wasn't?

Commissioner Dan Saylor: We wouldn't have had these documents probably.

*(ARP Funding Applications are found at warrickcounty.gov)*

**ACTION AGENDA  
APPROVAL OF MINUTES  
MAY 23, 2022**

Commissioner Terry Phillippe: Alright, next order of business is the Action Agenda, Approval of Minutes from May 23, 2022 meeting.

Commissioner Bob Johnson: I make a motion to approve the minutes.

Commissioner Dan Saylor: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

**COUNTY ADMINISTRATOR  
VOLUNTARY TITLE VI PUBLIC SURVEY**

Commissioner Terry Phillippe: Next order of business is our County Administrator.

Roger Emmons: Thank you, Mr. President. I'll start off as usual by pointing out to the crowd, we have our Warrick County Voluntary title VI Public Involvement Survey in the middle of this table over here. It will help with our Title VI and ADA Compliance. If we can ever get anybody to fill one (1) out.

**CONSENT AGENDA**

**CERTIFIED CLAIMS – NON-CERTIFIED CLAIMS – PAYROLL  
APPROVAL OF SECOND AMENDMENT TO RURAL BROADBAND ECONOMIC  
DEVELOPMENT AGREEMENT – RIVER CITY WIRELESS  
REMOVING PORCH OFF WARRICK COUNTY HISTORIC JAIL DUE TO SAFETY ISSUES  
INDEPENDENT CONTRACTOR AGREEMENT WITH SYDNEY SKELTON FOR HEALTH**

**DEPARTMENT  
PEDDLER/SOLICITORS LICENSE – KAITLYN MALONEY WITH SOUTHWESTERN  
ADVANTAGE**

**PUBLIC DEFENDER'S OFFICE – LAWN MOWING CONTRACT  
2022 SBM MAILING SYSTEM SERVICE AGREEMENT  
UPDATED GIS LAYERS TO TYLER TECHNOLOGIES  
EMERGENCY PURCHASE OF AC FOR SERVER ROOM AT JUDICIAL CENTER**

Roger Emmons: The Consent Agenda. I don't know if there's any you have a question on. Just real quick, County Auditor Claims Voucher from May 25th to June 14<sup>th</sup>. Payroll date which is a week ago today. We have the approval of

the Second Amendment to the Rural Broadband Economic Development Agreement with River City Wireless. I stated, I don't know if I have a copy of that or not. But, Andrew may speak to that. You gave me your consensus to remove the porch off the Warrick County Historic Jail that was due to safety issues. Sherrie Sievers took care of that. We have an Independent Contractor Agreement with Sidney Skelton between the Warrick County by and through the Warrick County Health Department. That agreement is for twenty-four hundred dollars (\$2,400.00) a month. Commenced May 1<sup>st</sup>. Continues on a month to month basis until terminated by either party upon written notice to the other party. Those services include promote COVID 19 vaccinations, report compliance site, visit data in a format required by the Indiana Department of Health and submit quarterly and annual reports in a format also required by the Indiana Department of Health. We have a Peddler/Solicitor's license for Kaitlyn Maloney with Southwestern Advantage. She will go door to door selling educational materials in the month of June, July, and August. She's paying that one hundred dollars (\$100.00) monthly. Lawn contract with the Public Defender's Office. I'm, I have no information about that one (1). So then, we have the 2022 Southern Business Machines Mailing System Service Agreement. That we received a consensus on from the Board. We have approved updated GIS layers to Tyler Technologies Incorporated in conjunction with a GIS Limited Use Agreement between the County and Tyler Technologies that was approved back on October 14, 2019 by the Board. Electric to the Judicial Center outdoor lights. These are the new lights on the west side of the Judicial Center and Sherrie also covered that. Then, we have emergency purchase of air conditioning units, labor and electric for the server room and the Judicial Center. That room is a crucial server room for computer operations and the temperature in there is getting dangerously high for that equipment. And you've given your consensus on that one (1).

**Commissioner Terry Phillippe:** Quick comment on the lawn contract for the Public Defender's Office. You said you had no information on that. So, I'll comment. That is being paid for out of Public Defender's Office and this is a contract that they needed signed by us.

**Roger Emmons:** Okay, thank you, Terry.

**Andrew Skinner:** Roger that Rural Broadband is one (1) of those that was sent by Steve Roelle over, it's extending that agreement out for River City and changing some, a couple of minor terms.

**Roger Emmons:** Okay. The only copy I had said, was dated May 18th so I assume there's one (1) that's more recent than that.

**Andrew Skinner:** Okay.

**Commissioner Terry Phillippe:** Okay, thank you, Roger.

**Roger Emmons:** I do have other items if the Board will allow me.

**Commissioner Terry Phillippe:** Under the Consent Agenda?

**Roger Emmons:** They're not under the Consent.

**Commissioner Terry Phillippe:** Okay. I'll entertain a motion to approve the Consent Agenda first.

**Commissioner Dan Saylor:** I make that motion.

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

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**Roger Emmons:** Thank you very much.

*(Certified Claims are located on Pages 14 through 17 of these Official Minutes)*

*(Non-Certified Claims are located on Page 17 of these Official Minutes)*

*(Payroll is located on Pages 17 of these Official Minutes)*

*(River City Wireless Second Amendment is located on File in the Auditor's Office)*

*(Independent Contractor Agreement, Sydney Skelton, is located on Pages 19 through 20 of these Official Minutes)*

*(Peddler/Solicitors License, Kaitlyn Maloney, is located on Pages 20 through 21 of these Official Minutes)*

*(Public Defender's Office, Mowing Contract, is located on File in the Auditor's Office)*

*(2022 SBM Service Agreement is located on Page 21 of these Official Minutes)*

*(GIS, Tyler Technologies, are located on File in the Auditor's Office)*

**RQAW FOR RETENTION OF WARRICK COUNTY JAIL PRELIMINARY DESIGN**

**Roger Emmons:** Then I have four (4) items, other items for information, discussion, or action. The first is the Independent Contractor Agreement with RQAW Corporation. Andrew e-mailed this agreement on June 10th and he did state the Board approved this an open meeting to retain them. It's the first contract for the retention, for the preliminary design stage only for the new Warrick County Jail. It's for one hundred fifty thousand dollars (\$150,000.00) plus expenses up to fifteen hundred dollars (\$1,500.00). So, we need a motion on that since it didn't make it to the Consent Agenda.

**Commissioner Terry Phillippe:** Is this where we wanted to land, Andrew?

**Andrew Skinner:** Yes, so, this this would be...

**Commissioner Terry Phillippe:** (Inaudible) discussions?

**Andrew Skinner:** Well, so, this would be preliminary design and figure out what the Jail might look like and what land possibilities are and what constraints that space of land has on building the Jail and in the design. And that would be, and they're happy with the Independent Contractor Agreement that we proposed. We just tacked on their proposal to that as well what they've agreed to.

**Commissioner Terry Phillippe:** Okay. I'll entertain a motion for approval or for further discussion.

**Roger Emmons:** Question for Andrew, do you have one (1) for them to sign? I made a double sided. I can make a...

**Andrew Skinner:** I don't, Roger...

**Roger Emmons:** Okay.

**Andrew Skinner:** Have a single sided. I was just looking through my files.

**Roger Emmons:** So, is this going to be okay to sign this one (1) then?

**Andrew Skinner:** Yes.

**Roger Emmons:** It has been signed by Troy Woodruff on behalf of RQAW.

**Commissioner Dan Saylor:** So, Terry, is this going to look at locations and, and try to analyze what location is best for this facility?

**Commissioner Terry Phillippe:** Yes, part of it. Furthermore, it'll solidify some sort of a design at said location.

**Andrew Skinner:** They'll be working with the Jail Committee quite a bit trying to figure out what the Committee has been thinking and has in mind and the Sheriff, the Jail Commander, of course, and RQAW will help figure out the parameters of what everybody's thinking and help focus in on, help everybody focusing on design.

**Commissioner Terry Phillippe:** The Feasibility Study, I don't think, crystallized what the final product was to look like. And so this kind of, kind of does that.

**Commissioner Bob Johnson:** Or location.

**Commissioner Terry Phillippe:** Hmm?

**Commissioner Bob Johnson:** Or location.

**Commissioner Terry Phillippe:** Right. So, we need to approve this?

**Commissioner Terry Phillippe:** Yes, Sir.

**Commissioner Bob Johnson:** I make a motion to approve.

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

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

**Commissioner Bob Johnson:** Aye.

**Commissioner Dan Saylor:** Aye.

**Commissioner Terry Phillippe:** Aye. Motion carries three, zero (30).

**Roger Emmons:** Thank you.

*(RQAW is located on Pages 22 of these Official Minutes)*

**ROAD USAGE AGREEMENTS FOR PAVED ROADS  
BOND INCREASE**

**Roger Emmons:** Next item is the increase of the per mile bond amount for the Road Usage Agreements for paved roads. At Bobby's suggestion due to the increase of paving costs, he'd like to increase that from a hundred thousand (\$100,000.00) per mile. I didn't finish that, to a hundred and thirty thousand (\$130,000.00). Sherrie Sievers did prepare a spreadsheet today showing how our bituminous price increases we've received those three (3) different times this year, March, April, and again in May. So, I think that...

**Bobby Howard:** June 2<sup>nd</sup> we had another one (1). I think that's what this last one (1).

**Roger Emmons:** I'm sorry?

**Bobby Howard:** This last one (1) is June 2<sup>nd</sup>. That was our last one (1).

**Roger Emmons:** Oh, okay. I saw there was two (2) May 5<sup>th</sup>'s on the sheet. So, I'm sorry this was the one (1) I was trying to get on the consensus, but it didn't happen so. Need to approve it by motion and I have updated the sheet, instruction sheet to reflect that amount per mile.

**Commissioner Terry Phillippe:** They're raising the price on us on bituminous almost monthly.

**Roger Emmons:** Right.

**Commissioner Terry Phillippe:** How far out does this protect us?

**Commissioner Bob Johnson:** We're good 'til July.

**Roger Emmons:** Probably. You're right, Bob.

**Bobby Howard:** I'm hoping to the end of the year.

**Commissioner Terry Phillippe:** Okay.

**Commissioner Bob Johnson:** I make a motion to approve.

**Commissioner Dan Saylor:** Second.

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

**Commissioner Bob Johnson:** Aye.

**Commissioner Dan Saylor:** Aye.

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

**Roger Emmons:** Thank you.

**WARRICK COUNTY FARMER'S MARKET MOU**

**Roger Emmons:** Then the Warrick County Farmer's Market, they opened last Saturday, June 4<sup>th</sup> over at the Harold Gunn Pavilion. They are operating under the old Memorandum of Understanding and hopefully, Andrew is welcome to comment regarding the status of the update of that which as I understand is now, it's Boonville NOW Farmer's Market.

**Andrew Skinner:** Yeah, so this, we need to figure out with Aaron what exactly they are wanting from Boonville NOW. But, I think the agreement that we have with the Farmer's Market can just be revised to Boonville NOW and we'll update it for any changes in law. And if you want to approve a Memorandum of Understanding just updating this 20...what year is this one (1)? Roger, what year is the memorandum? With Boonville NOW?

**Roger Emmons:** Well, let me see, I think...

**Andrew Skinner:** 2018?

**Roger Emmons:** Operation and termination, a five (5) year MOU.

**Commissioner Terry Phillippe:** I think I can add a little clarity to change in the name. The comment from Boonville NOW's insurance carrier that said if the Farmer's Market is gonna operate under Boonville NOW, which had always actually has, that it needs to say, Boonville NOW. So, that's where that, that's where that change of name came from. It's always, the structure and the organization's the same as it always has been. It's really a comment from the insurance carrier to change the name.

**Andrew Skinner:** Yeah, no, I think the change into Boonville NOW is easy enough. There was some discussion as to permits that we still need to work out with the Health Department. But, we could certainly make changes to the MOU and subject to Counsel figuring out the licensing and Indiana law updates.

**Commissioner Terry Phillippe:** Okay.

**Roger Emmons:** Right and Kim Ashby, she's the president of the Farmer's Market, she referred to like several different Indiana Housing rollbacks that will be effective July 1st of this year. So, Andrew's correct, you can approve it subject to them incorporating those into the MOU.

**Commissioner Terry Phillippe:** Okay.

**Commissioner Bob Johnson:** Make a motion to approve the MOU to Boonville NOW contingent on Counsel approval of all changes necessary.

**Commissioner Dan Saylor:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

**Roger Emmons:** Thank you very much.

*(Boonville NOW Farmer's Market MOU is located on File in the Auditor's Office)*

#### **QUITCLAIM DEED FOR JIM AND TEDRA LITTLE**

**Roger Emmons:** And lastly, you at your May 23<sup>rd</sup> meeting, you okayed Todd to proceed with drafting a quitclaim deed regarding Jim and Tedra Little's desire to obtain a forty (40) foot strip of ground that runs north from Charlton Avenue and Goff Avenue intersection. It's located in the County. Even though you access it right in the City of Boonville. And I've sent you and Counsel my June 8th email which was to Mark Neff. There was a package that he has sent and I sent that to you. Molly, APC Executive Director, Molly Barnhill said that in order to build a house, which I was told by the Little's that's what they want to do, build a house on this strip for their daughter, Molly says a vacation of the right-of-way would be needed in order for them to do that. And so, I had a message to call Mark Neff this morning. I called and left message and he never returned my call. So, I'll defer to Andrew for any more information on that one (1).

**Andrew Skinner:** We reviewed the packet that Mark Neff had sent over. There's a strip of property as you mentioned, it's been surveyed by Andy Easley Engineering. That provides a nice legal description of that strip. He, Mark Neff also provided a draft quitclaim deed for the County that would deed any interest they have in that land, if any. Not saying you have any, but if you do, you would deed that over. But, the legal descriptions don't match, so we need to update that. But, I, there's nothing in here talking about vacating right-of-way. That's the first I'm hearing of that, Roger. But, certainly, the County could, if they have no interest anymore in the, in that little strip, could quitclaim any interest they do have if they have any. There's nothing in this packet that actually shows the County has an interest in that land.

**Roger Emmons:** I don't think we've ever had any interest in it. It goes back a long way.

**Commissioner Terry Phillippe:** So, we're basically putting in writing that we don't have any interest, right?

**Andrew Skinner:** Well, you, what a quitclaim...

**Roger Emmons:** (Inaudible) do that for you.

**Andrew Skinner:** What a quitclaim does is just deeds any interests, it's not saying you have any interest, but if you do you're giving it to them. But, it's not warranting that you have any ownership interest.

**Commissioner Terry Phillippe:** In the mention by Molly, of the vacation, I don't know that they're building a house on the part that we're talking about. They are building the house back behind it. That's a whole different conversation. We're not making any decisions on that, we're making a decision on quitclaim deed. Right?

**Andrew Skinner:** Yes.

**Roger Emmons:** So, that needs a legal description corrected before it'll be ready to sign?

**Andrew Skinner:** Correct. Correct.

**Commissioner Bob Johnson:** I thought we already did that?

**Andrew Skinner:** I don't know. I don't think so, but...

**Commissioner Bob Johnson:** We can do it again.

**Commissioner Dan Saylor:** Even if we did, he's saying the legal descriptions don't match up. So, we probably need to approve this based on the corrections of the legal descriptions. Right?

**Andrew Skinner:** If you, couple changes to the introduction as well



**Commissioner Terry Phillippe:** I don't know what that means.

**Commissioner Bob Johnson:** Just means you can't build a house on the...

**Commissioner Terry Phillippe:** This is not even a parcel.

**Commissioner Bob Johnson:** No.

**Commissioner Terry Phillippe:** This piece of land right here.

**Commissioner Bob Johnson:** That land, it's going to have to be incorporated into that parcel for that house.

**Commissioner Terry Phillippe:** Right. Okay. So, what are we doing here? We're just making a motion?

**Andrew Skinner:** You could make a motion to approve the quitclaim deed subject to changes by Counsel which includes correcting the legal description and the quick claim deed is having you deeding, quitclaiming for real estate which we would change to any interest that you may hold in the real estate.

**Commissioner Terry Phillippe:** Very good.

**Commissioner Dan Saylor:** I make that motion as stated by Counsel.

**Commissioner Bob Johnson:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

**Commissioner Dan Saylor:** That's called efficiency, gentlemen.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

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

**Commissioner Terry Phillippe:** I think that's been going on forever. Is that all, Roger?

**Roger Emmons:** Yes, Sir, thank you.

*(Little Quitclaim Deed is located on File in the Recorder's Office)*

**COUNTY ATTORNEY  
ORDINANCE AMENDING THE EMERGENCY MANAGEMENT CHAPTER OF THE CODE  
OF ORDINANCES DISCUSSION**

**Commissioner Terry Phillippe:** Next order of business is our County Attorney.

**Andrew Skinner:** The only thing we have for you is a proposed Ordinance for amending of the Emergency Management chapter the Ordinances which we've drafted for you. And you can comment.

**Commissioner Dan Saylor:** I think, Jake wants to do some more with it. Or, come on up, Jake.

**Jake Greer:** Jake Greer, Director, Warrick County Emergency Management. I think, go through it just a little bit, I had, just had some questions. We can talk about the questions.

**Andrew Skinner:** Jake may not have the most recent copy. We made some changes today.

**Commissioner Terry Phillippe:** Before you read that, there's a quiz.

**Jake Greer:** Pardon me?

**Commissioner Bob Johnson:** Are we going to table this?

**Commissioner Terry Phillippe:** I'd say it's likely.

**Jake Greer:** I guess really what I wanted, what I would want to say, is just, give you a little background on how this, how this kind of works. First, I guess on page two (2) under 35.51, I'd have to ask, the department, that's referring to EMA? Or is that referring to the responding department?

**Andrew Skinner:** Department is EMA.

**Jake Greer:** Okay. Alright, so those are all the EMA. So, I don't know that I see anything that makes this a bad thing to do. It may have some redundancy in it as far as what goes on now. So, typically, what was going on now is if a place of business had reportable quantities of a hazardous material which they have to report through Tier 2 System. If they would have to spill, something coming out the door and going down in the ditch, their first call is 911 to the Sheriff's Department Dispatch. And depending on where it's at, they would dispatch the local fire department. And so, local fire department, at that point, they would take overseeing control and command. And if they needed additional resources, they typically call Dispatch and say we need EMA on site. So, at that point, we go to the site. And whatever they was requesting, we would work with them to get those resources. It's more of a reimbursement. I don't know that EMA would have equipment that would need to be reimbursed as much as it would be to, LAPC would be reimbursed for funds that they would spend. Right now there's approximately thirty-six thousand dollars (\$36,000.00) in the LAPC Fund. And that money is used for spills to get something started, booms, clean up, equipment like that.

**Commissioner Dan Saylor:** Things that are disposable?

**Jake Greer:** Yeah.

**Commissioner Dan Saylor:** You use them, they're going to throw them away.

**Jake Greer:** Yeah, yeah. So, what typically happens, is after the fire department response, and they go, say they expend all their equipment when the event is over. They contact the broker who, through whatever company it is, they have a cleanup crew that would come in and clean that up. And then they, the fire departments would bill back to the insurance companies what they use. And typically, they pay anything the fire department turns in or any other agency. So, if it's a, if it's an accident on highway that involves a semi, they are, typically, they'll call their broker and say they've had an accident and they have a clean-up crew on a retainer basically. And that clean-up crew will respond. When they respond like that, they have to call up IDEM. If it's any, if it's any quantity over the threshold of whatever particular chemical it is, they have to call IDEM and let them know. That's just part of site plan. So, as far as recovering costs, I don't, I don't know that it's a bad thing to have in place. It's kind of up to you guys.

**Commissioner Dan Saylor:** So, we did, I attended a tabletop, and I just wanted to make sure as a Commissioner that Jake had the proper tools in his toolbox. If, if he went out and there's, you know, being on the Township Advisory Board, fire departments, they use disposable items. They're able to get reimbursed, bill out to get you know get that. I just, I know how tough Jake's budget can be. You know, they don't have a lot of money. I just wanted to make sure if he spent money out of his budget to protect something and there was an insurance company paying for it, I just wanted that to be able, those, those disposables, to get reimbursed to him with, or paid back. That's all I was trying.

**Commissioner Bob Johnson:** And I think this is a viable Ordinance. Also think it might hit residential and possibly recreational areas to where something might happen to where it might be a good thing to have in place, just in case.

**Jake Greer:** I don't see it as a bad thing. I mean, it's in case something didn't get covered. Then you could use that as the backup to get, get it covered.

**Commissioner Terry Phillippe:** Andrew, my comment would be that, you know, this idea for this Ordinance came to us literally from the tabletop like Dan said. And gentleman conducting the tabletop said, oh, by the way, you guys might want to have an Ordinance to cover your costs because these things happen. And I think we all acknowledge this is something that we probably won't use ever. However, if, if there's a circumstance where we respond, that company's bankrupt, or they refuse to pay or nobody accepts liability which is gonna be a rare occurrence, we've got the ability to bring that money back in. And when we first talked about it, it wasn't just for the Warrick County Emergency Management, it was for all responding entities in the County. I don't know if that's possible when we draft this thing. It would be nice if we could just cover everybody with one fell swoop. And then the other detail, if it's back to just the EMA Department, like Jake said, it's not gonna and I didn't realize this until today, it's not gonna be EMA sending that bill, it's gonna be LAPC. So, you know, I think we need to table it and just kind of hone in some of the details if we're gonna consider it.

**Commissioner Dan Saylor:** Yeah, I like it. Let's make it, let's make it good. I mean...

**Commissioner Terry Phillippe:** Is that's satisfactory?

**Commissioner Dan Saylor:** Yep.

**Commissioner Terry Phillippe:** Yeah?

**Commissioner Bob Johnson:** Yeah. Thank you, Jake.

**Commissioner Dan Saylor:** Thanks, Jake. So, will make a motion to table the, amending the Emergency Management Chapter, (inaudible) Ordinance for EMA.

**Commissioner Bob Johnson:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

**Commissioner Terry Phillippe:** Aye. Motion carries three, zero (3-0). Jake, I like it when you come to our meetings. Can you come to all of them from here on out? Please? I said I like it when you come to our meetings. Can you come to all of them from here on out?

**COUNTY ENGINEER/HIGHWAY  
CONTRACT WITH STRUCTUREPOINT FOR VANN/ANDERSON INTERSECTION  
IMPROVEMENTS**

**Commissioner Terry Phillippe:** Okay, next order of business is our County Highway Engineer, Bobby Howard.

**Bobby Howard:** Thank you, first item I have is the contract with Structurepoint for the Vann/Anderson intersection improvements. We put out a request for proposals. Selected Structurepoint and they submitted a contract for negotiation a few weeks ago. We now have that ready. This covers the preliminary engineering, the utility coordination, right-of-way engineering, right-of-way services, construction, inspection, and the public information meeting. And the cost came to four hundred seventy-eight thousand seven hundred dollars (\$478,700.00). And I recommend approval.

**Commissioner Terry Phillippe:** Bobby, I'll give you a chance to toot your own horn, because you know Dan's getting ready to do it.

**Commissioner Dan Saylor:** Yep. No, you wanna do it? Okay then, I'm going to do it. Bobby looked at the contract and felt like there was some costs that were maybe not on par with what they, maybe the industry standards are. Bobby, Bobby sent that to the Board of Commissioners. We basically said, do what you need to do, I know I made a phone call to Structurepoint and said, hey, we've got a problem with cost. Bobby is gonna be getting in touch, you know, with you guys. And so, as a result, Bobby was able to negotiate down a hundred... a hundred thousand (\$100,000.00).

**Roger Emmons:** Hundred and ten (\$110,000.00).

**Bobby Howard:** Hundred and ten (\$110,000.00).

**Commissioner Dan Saylor:** I couldn't remember the exact figures. So, a hundred and ten (\$110,000.00). I know, you know, guys, that he could signed it. He could have said it looked good. But, you know, this this is a kind of ownership that Bobby takes with his department that the bottom line ends up saving taxpayers a lot of money. And so, basically, he just, you know, paid for himself for the whole year. So, Bobby, I appreciate that.

**Bobby Howard:** I am going on vacation next week.

**Commissioner Dan Saylor:** So, appreciate what you do and looking out for tax-payers' dollars. Thank you.

**Commissioner Terry Phillippe:** I would only add the minor details, not the first time he's done it.

**Commissioner Dan Saylor:** No, that's true.

**Commissioner Terry Phillippe:** So, is that a motion?

**Commissioner Dan Saylor:** I make a motion to approve the Structurepoint, Vann/Anderson Contract with Structurepoint.

**Commissioner Bob Johnson:** Second.

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

**Commissioner Dan Saylor:** Aye.

**Commissioner Bob Johnson:** Aye.

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

*(Structurepoint Contract is located on Page 22 of these Official Minutes)*

**BELL ROAD  
CHANGE ORDER 15**

**Bobby Howard:** All right, now, the last item I have is in regards to Bell Road. This is the final, well, we hope it's the final, we believe it's the final change order adjustment. I've been talking with the inspector on that and we might have to do another one (1) for striping quantities. But, we're waiting to see how that shakes out. So, this is an eighty-twenty (80%/20%) reimbursable. And this fixes, goes through all the under and overruns on the project except for the striping. And this is in a total cost of two hundred one thousand four hundred eighty-five dollars and forty-four cents (\$201,485.44). Which eighty percent (80%) is reimbursable. And this finishes out that project, hopefully.

**Commissioner Bob Johnson:** Project that keeps on giving.

**Bobby Howard:** Well, this includes all of those things. We hadn't actually paid any change orders to date from, from those issues.

Commissioner Dan Saylor: That's every, all of them together?

Commissioner Terry Phillippe: So, we're approving just the change order here first and then recommendation for acceptance next?

Bobby Howard: Yes.

Commissioner Terry Phillippe: Entertain a motion for the change order.

Commissioner Dan Saylor: Make a motion approved Change Order 15.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: First and second, all in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

*(Bell Road Change Order 15 is located on Pages 23 through 24 of these Official Minutes)*

### **RECOMMENDATION FOR ACCEPTANCE**

Bobby Howard: And the final punch list was completed. And like I said, there may be some quantity issues with the striping that we'll, we'll settle out with the possibility of another change order. But, it would be very minimal, if any. And so, at this point in time, we have the recommendation for acceptance to approve.

Commissioner Terry Phillippe: You guys have gone over it with a fine tooth comb, I assume. Right?

Bobby Howard: Yes.

Commissioner Dan Saylor: Bell Road.

Bobby Howard: Several times at this point.

Commissioner Dan Saylor: Where we at with the one (1) that wasn't happy with the slope? Would, did we, did that just...?

Bobby Howard: We, we put the slope of a mobile slope. We made that work for them on that three (3) to one (1). Or you talking about the other?

Commissioner Bob Johnson: The drive?

Bobby Howard: The other lady?

Commissioner Dan Saylor: The lady that had the issue with mowing.

Bobby Howard: I guess they've resolved it. There was no, cause that met our maintainable standard, so.

Commissioner Dan Saylor: I didn't see anything done. So, I think they just accepted it the way it is. Okay.

Bobby Howard: There was no...

Commissioner Dan Saylor: Okay, I was just curious. So, what do you need a motion for? Of acceptance?

Bobby Howard: To recommend acceptance.

Commissioner Dan Saylor: I make a motion to recommend acceptance of Bell Road Project.

Commissioner Bob Johnson: I'll second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Bobby Howard: And that is all I have, gentlemen, thank you.

Commissioner Dan Saylor: Thank you.

*(Bell Road Acceptance is located on Page 24 of these Official Minutes)*

**COMMISSIONER ITEMS FOR DISCUSSION**

Commissioner Terry Phillippe: Commissioners, anything?

Commissioner Dan Saylor: Yeah, I have something, Mr. President. I want to just thank, thank two (2) people. You know, I continue every day, it seems like there's something else that comes up and Debbie Bennett-Stearnsman has had some, certainly some tragedies and challenges in her in her personal life with her family. But, I appreciate what she does on a daily basis, and continues to excel in what she does. So, Debbie, thank you for what you do. Terry deals with her mainly, so, she is blessed by not having to deal with me. So, the other lady who continues to, to, to just knock my socks off is Sherrie Sievers. Sherri is handling many different projects and, and, and, and helping Debbie and in those teams, just two (2) people working together as a team for the, for the betterment of Warrick County. Ladies, I just thank you for what you do every day and, and the many different things you handle for, for our office. So, I appreciate you both on behalf of all the Commissioners. So, thank you. That's all I have.

Commissioner Bob Johnson: Good job, ladies.

Commissioner Terry Phillippe: Good job. Anything else?

Commissioner Dan Saylor: Make a motion to adjourn.

Commissioner Bob Johnson: Second.

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

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:48 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

TERRY PHILLIPPE, PRESIDENT

ROBERT JOHNSON, JR., VICE PRESIDENT

DAN-SAYLOR, MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR  
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

Commissioner Name	Committee Name	Item Number	Item Description	Staff Name	Staff Title	Staff Phone	Staff Email
Commissioner [Name]	[Committee]	[Item #]	[Description]	[Staff Name]	[Staff Title]	[Staff Phone]	[Staff Email]



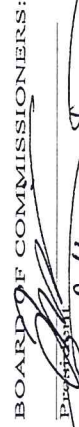







Meijer Subdivision  
June 13, 2022

BOARD OF COMMISSIONERS:

  
 Phillip Barnhill  
 Member

  
 Dan Sayer  
 Member

ATTEST:

  
 Auditor  
 Date: 6/13/22



March 30, 2022

Molly Barnhill, Executive Director  
 Warrick County  
 107 West Locust Street, Historic Courthouse, Room 201  
 Boonville, IN 47601



FILED  
 MAR 31 2022  
 WARRICK COUNTY  
 ANEX PLAN COMMISSION

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-yr extension on Meijer's two irrevocable Letters of Credit on their property in the amount of \$85,000 for Entrance Construction and \$214,000 for Drainage Construction, which expire on June 27, 2022.

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- \$214,000 Drainage Construction

Please let me know if you have any questions or need any additional information.

You can reach me directly at 937.531.1961 or email me at brian.smallwood@woolpert.com.

Sincerely,

  
 Brian L. Smallwood, PE  
 Project Manager

CC: Phillip Quartav, Meijer

Woolpert, Inc.  
 3114 North Alabama Street  
 Indianapolis, IN 46204  
 317.299.7500

C-21-037  
 Andrew's Fastbreak Commercial Driveway  
 Lot 3 Gateway Place Section 2  
 June 13, 2022

BOARD OF COMMISSIONERS:

  
 Phillip Barnhill  
 Member

  
 Dan Sayer  
 Member

ATTEST:

  
 Auditor  
 Date: 6/13/22



**MORLEY**  
ARCHITECTS | ENGINEERS | SURVEYORS

► 812-464-0585 office 812-464-2574 fax  
► 4800 Homestead Ln., Newburgh, IN 47030  
► morleycorp.com

*R. Andrus* 6/17/22

FILED  
MAY 09 2022

WARRICK COUNTY  
MAYOR'S OFFICE

May 9, 2022

Warrick County Engineer's Office  
Attn: Bobby Howard, P.E.  
107 W. Locust Street, Suite 208  
Boonville, IN 47601

RE: Andrews Fastbreak Commercial Driveways  
Engineer's Certification - C-21-37  
Our Project #101003-1,001-1B

Dear Bobby,

On behalf of our client, we are requesting the release of the surety for the commercial driveways for the Andrews Fastbreak project located at 4055 Grimm Road. We have inspected the commercial driveways and they have been constructed in General compliance with the approved Commercial Drive Permit.

Thank you,

*James E. Morley*

James E. Morley, P.E., P.L.S.



5-9-2022

Cc: Warrick APC - Molly Barnhill  
Andrews Fastbreak, Inc. - Riek Andrews  
File

J:\100003\10100-101003\CIVIL 3D\Documents\Commercial Drive Permit\Certification\10103 LOC APC Drive Release.Dwg

**INDEPENDENT CONTRACTOR AGREEMENT**

1.51 THIS AGREEMENT, for the year of 2022, made and entered into at Boonville, Indiana, by of the County, Indiana, by and with the Warrick County Health Department (the "County"), and the undersigned, James E. Morley, a duly licensed and qualified professional engineer of the State of Indiana, and the mutual covenants herein contained, and other good and valuable consideration, is as follows:

1. Retaining Services of Contractor. The County hereby retains Contractor in the capacity of an independent contractor for the year of 2022, to provide the services specified herein. Contractor shall be responsible for supervising, and be in full control of the work involved in performing the Services. Contractor shall work that number of hours necessary to accomplish the Services.

2. Full Compensation for all Services to be Performed by Contractor hereunder, the amount of which shall be set forth in Exhibit A (Schedule One). Contractor shall not be entitled to any of the fringe benefits now or hereinafter provided by the County to its employees including, but not limited to, wages, salaries, health benefits, and deferred compensation benefits, it being understood that the consideration specified in this Paragraph 2 constitutes the sole consideration payable by the County for the services to be performed by Contractor hereunder. Contractor shall be responsible for the payment of all taxes, including but not limited to, state or federal income taxes, contributions to Social Security (FICA), or state unemployment taxes.

3. Term and Termination. This Agreement shall commence as of 1/5/22 day of January and shall continue on a yearly basis until the date first written above, and shall continue on a yearly basis until the date first written above, and shall terminate by the expiration of the term hereof, or in the event of a breach by Contractor of any of the provisions of this Agreement, the County shall have the right to terminate this Agreement and all its obligations hereunder, immediately and without notice, subject only to the obligation to pay Contractor for work performed to the time of termination in accordance with the terms hereof.

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

5. Liability for Injuries or Damages to Person or Property. Contractor understands and agrees that, due to his or her status as Contractor, he or she is not covered as an employee under any worker compensation insurance policy, and the County shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of his or her duties under this Agreement.

6. Insurance and Indemnification. Contractor shall carry and maintain throughout the period of this Agreement, at Contractor's sole cost and expense, worker's compensation insurance and

automobile liability insurance in amounts satisfactory to the County. Contractor further agrees to hold harmless and indemnify the County from and against any loss, cost, or expense, including, but not limited to, court costs and attorney fees arising out of or with respect to any, injury to or death of Contractor, or the death of any individual, or any property damage, or any claim, suit, or judgment, made or awarded against Contractor or the County, but maintenance of such insurance shall be a condition precedent to the payment to Contractor of the consideration provided for herein.

Contractor shall be entirely and solely responsible for his or her actions while engaged in the performance of the Services. Contractor, for him or herself and for all heirs, successors, or assigns of Contractor, covenants and agrees to indemnify and hold harmless the County, absolutely and without limit, against all claims, demands, actions, causes of action, suits, or judgments, asserted, made or awarded against Contractor, or the County, for any injury to or death of any individual, or any property damage, or any claim, suit, or judgment, made or awarded against Contractor, or the County, during the performance of the Services. Similarly, Contractor agrees to indemnify and hold harmless the County for loss or damage to any of the County's property or equipment used or obtained in connection with the performance of the Services.

7. Relationship of the Parties. The Contractor shall at all times be considered an independent contractor. Contractor acknowledges and agrees that he or she will perform his or her obligations hereunder solely as an independent contractor and shall not be considered an employee of the County. Contractor shall not be entitled to any benefits, including but not limited to, health insurance, retirement, or any other employee benefits, or to make any representations, warranties, or commitments on behalf of the County. Contractor shall have sole responsibility for the conduct and control of the services to be performed hereunder. The manner and timing of the performance of the Services shall be subject to the approval of the County. Contractor shall not be considered an agent of the County, and shall be subject to the County's general right of supervision in order to secure the satisfactory completion thereof.

8. Assignment. Contractor agrees that he or she will not subcontract or assign any part of his or her duties under this Agreement to any organization or individual without approval from the County, or result of this Agreement. Contractor shall be solely and exclusively liable for payment of any and all taxes levied on Contractor as a result of this Agreement.

9. Taxes. The County shall not be responsible for any taxes levied on Contractor as a result of this Agreement.

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

11. Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no oral agreements, understandings, or modifications of this Agreement shall be valid or binding upon the parties until made in writing and signed on behalf of each of such parties by their respective representatives.

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

13. Severability: In the event one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, the remainder of this Agreement shall survive and the unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this Agreement shall be for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

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

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




WARRICK COUNTY  
HEALTH DEPARTMENT

By:   
His: Wanda C. Webb  
County:

Printed Name: Sandra Sveton  
Signature:   
County:

APPROVED:

WARRICK COUNTY BOARD OF COMMISSIONERS

  
Dan Shapiro, Treasurer  
  
Robert H. Johnson, Jr., Vice President  
  
Penny Johnson, Member

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

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT

Contractor hereby agrees to perform the following services for the County, as needed:

- Promote COVID-19 vaccination
- Report compliance site visit data in a format required by the Indiana Department of Health
- Submit quarterly and annual reports in a format prescribed by the Indiana Department of Health

REVIEW OF APPLICATION FOR PEDDLER/SOLICITOR LICENSE

I have received the following:

- Completed application
- License fee
- List of felony/misdemeanor convictions
- Not applicable
- Proof of non-conviction from property owner
- Not applicable
- Valid merchant certificate issued by Indiana Department of Revenue
- Copy of Warrick County Health Department permit
- Not applicable
- Certificate of insurance proving General Liability Coverage of at least \$500,000
- Certificate of insurance for all listed vehicles
- Current and valid driver's licenses for all required individuals
- Proper identification

I hereby recommend the accompanying application for approval.  
I hereby recommend the accompanying application for rejection for the following reasons:

\_\_\_\_\_  
Administrator

  
Date: 6/22/22

WARRICK COUNTY APPLICATION FOR PEDDLER/SOLICITOR LICENSE **APPROVED**

Date 06/14/2022

Home Address 1201 N. WASHINGTON ST. ELLETTSVILLE, IN 47404

Local Address (if applicable/different) \_\_\_\_\_

Address of Company/Organization SCOTT THE EDUCATION GUY / WARRICK COUNTY

Address of offices in which applicant works \_\_\_\_\_

Company/Organization \_\_\_\_\_

Name SCOTT THE EDUCATION GUY / WARRICK COUNTY

Phone number 812 403 2288

Local Phone Number (if different) \_\_\_\_\_

Company/Organization KAT MANNERY @ OUTLOOK.COM

Name \_\_\_\_\_

Age \_\_\_\_\_

Height \_\_\_\_\_

Weight \_\_\_\_\_

Hair/Eye Color \_\_\_\_\_

License Photo Number CAVX 83

Year, Model, Make, Color 2017, ELANTRA, HYUNDAI, SILVER

Fee: (payable to Warrick County Treasurer) will pay monthly

One (1) weekend (Friday - Sunday) ..... \$ 30.00

One (1) week (Monday - Sunday) ..... \$ 100.00

One (1) month ..... \$ 1,000.00

One (1) year ..... \$ 1,000.00

See reverse side

List of individuals that will be peddling or soliciting:

Name \_\_\_\_\_ Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair/Eye Color \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair/Eye Color \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair/Eye Color \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair/Eye Color \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair/Eye Color \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair/Eye Color \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair/Eye Color \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair/Eye Color \_\_\_\_\_

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Name \_\_\_\_\_ Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair/Eye Color \_\_\_\_\_

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2024 Indiana State License Fee: \$100.00  
www.indianastatelicense.com

SEMI MAILING SYSTEM SERVICE AGREEMENT - T4

Warrick Co Commissioners  
107 W Locust St, Ste 301  
Ellettsville, IN, 47401

07/01/2022  
W609  
873 397 2778

MAIL MACHINE BASE  
WEIGHT PLATEFORM  
CONVEYOR  
DYNAMIC SCALE  
MONITOR  
PRINTER

ANNUAL SERVICE RATE: \$2195.00

CUSTOMER HAS READ AND AGREES TO THE TERMS AND CONDITIONS ON BOTH PAGES OF THIS AGREEMENT.  
[Signature] TOREY J. PHILLIPS President

SOUTHERN BUSINESS MACHINES, INC. SERVICE AGREEMENT

AGREEMENT OF SERVICES: This check is provided by this Agreement...  
B. SERVICE: The Customer agrees to provide the following services...  
C. MAINTENANCE: The Customer agrees to provide the following maintenance services...  
D. TRAINING: The Customer agrees to provide the following training services...  
E. SUPPORT: The Customer agrees to provide the following support services...  
F. WARRANTY: The Customer agrees to provide the following warranty services...  
G. TERMS AND CONDITIONS: This Agreement is subject to the following terms and conditions...

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ORIGINAL FILED  
JUN 16 2022

INDEPENDENT CONTRACTOR AGREEMENT

*John Johnson*

THIS AGREEMENT for the Warrick County Jail, made and entered into at Boonville, Indiana, as of the 7th day of June 2022, between Warrick County, Indiana, by and through the Warrick County Board of Commissioners (the "County"), and ROY WOODRUFF, an individual, in full consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, is as follows:

1. **Retaining Services of Contractor.** The County hereby retains Contractor in the capacity of an independent contractor to perform those services specifically described in Exhibit A (the "Services"). Contractor shall be in full control of the work involved in performing the Services. Contractor shall work that number of hours necessary to accomplish the Services.

2. **Consideration.** The County shall pay to Contractor, and Contractor shall accept from the County as full compensation for all services to be rendered by Contractor hereunder, the amount of One Hundred Fifty Thousand Dollars (\$150,000.00), plus expenses up to One Thousand, Five Hundred Dollars (\$1,500.00). Contractor shall not be entitled to any of the fringe benefits now or hereinafter deferred compensation benefits or other benefits payable to employees of the County. Contractor constitutes the sole consideration payable by the County for the services to be performed by Contractor hereunder. The County shall not withhold from any sums payable to Contractor, any local, state or federal income taxes, contributions to Social Security (FICA), or state unemployment taxes.

3. **Term and Termination.** This Agreement shall commence as of 26th day of June 2022, notwithstanding the date first written above, and shall continue until such time as when this Agreement is considered to have been terminated by either party. This Agreement shall be subject to the provisions of this Agreement, and the County shall have the right to terminate this Agreement and all its obligations hereunder, immediately and without notice, subject only to the obligation to pay Contractor for work performed to the time of termination in accordance with the terms hereof.

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

5. **Liability for Injuries or Damages to Person or Property.** Contractor understands and agrees that, due to his or her status as Contractor, he or she is not covered as an employee under any worker compensation insurance policy, and the County shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of his or her duties under this Agreement.

6. **Insurance and Indemnification.** Contractor shall carry and maintain throughout the period of this Agreement, at Contractor's sole cost and expense, worker's compensation insurance and automobile liability insurance. Contractor further agrees to hold harmless and indemnify the County from and against any loss, cost, or expense, including, but not limited to, court costs and attorney fees arising

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out of or with respect to any injury to or death of Contractor. The maintenance of insurance will not in any manner affect Contractor's obligation to indemnify the County, as provided hereinbelow.

Contractor shall be entirely and solely responsible for his or her actions while engaged in the performance of the Services. Contractor, for him or herself and for all heirs, successors, or assigns of Contractor, covenants and agrees to indemnify and hold harmless the County from and against damages, expenses recoverable under applicable law, but only to the extent that such damages, expenses and acts or omissions of the Contractor, its employees and its consultants in the performance of professional services under this Agreement.

7. **Relationship of the Parties.** The Contractor shall at all times be considered an independent contractor. Contractor acknowledges and agrees that he or she will perform his or her obligations herein solely as an independent contractor, and will not represent him or herself in any manner to any third party as a representative or authorized agent of the County, or to make any commitment, agreement, or representation on behalf of the County. Contractor shall have sole responsibility for the conduct of his or her business, and Contractor shall be solely responsible for the means of conducting the work to be performed hereunder and in the sole discretion and control of Contractor. However, the services contemplated within the terms of this Agreement must meet the approval of the County, and shall be subject to the County's general right of supervision in order to secure the satisfactory completion thereof.

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

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

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

11. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, oral or written, between the parties relating to the subject matter hereof, and no amendment or modification of this Agreement shall be valid or binding upon the subject until made in writing and signed on behalf of each of the parties by their respective representatives.

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

13. **Severability.** In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this Agreement shall be for any reason be held to be excessively broad as to duration,

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as applicable scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

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

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

ROY WOODRUFF Contractor
Printed Name: ROY WOODRUFF
Signature: <i>Roy Woodruff</i>

WARRICK COUNTY BOARD OF COMMISSIONERS

Terry D. Williams, President  
*Terry Williams*  
 Robert H. Johnson, Vice President  
*John Jay Jr*  
 Dan Staylor, Member

Contract No:R -37940

**INDIANA Department of Transportation**

Change Order No.: 015

Page: 1

**Construction Change Order and Time Extension Summary**

**Contract Information**  
 District:VINCENNES DISTRICT

Contract No.: R -37940

Letting Date:01/15/2020

PE/S:Craig, Joshua

Status:Draft

**Change Order Information**

Change Order No.: 015

EWA: N or Force Acct: N

Date Generated: 00/00/0000

Date Approved: 00/00/0000

Description: Over/Under Run of Pay Items

Original Contract Amount

\$ 7,470,897.58

Current Change Order Amount

\$ 201,485.44

Percent: 2.697 %

Total Previous Approved Changes

\$ 175,295.61

Percent: 2.343 %

Modified Contract Amount

\$ 7,847,678.63

Percent: 5.043 %

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: DCE: SCE: DDCM:

Revised Contract Time

SS Days SP Days Value \$

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or Sp Days 0

Contract No:R -37940

**INDIANA Department of Transportation**

Change Order No.: 015

Page: 2

**Construction Change Order and Time Extension Summary**

**Review and Approval Information**

Required Approval Authority

AE: DCE: SCE: \* DDCM:

(-LE \$ 250K-) (-LE \$ 750K-) (-LE \$ 2 M -) (-GT \$ 2 M -)

(Days per Contract)

( 50 SS days ) ( 100 SS days ) ( 200 SS days ) ( GT 200 SS days)

Verbal Approval Required?

Y / N If Y, by: Date Issued:

Total Change To-Date>5%?

Y / N If Y, Copy to Program Budget Manager:

Scope/Design Recommendation

Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_

Required?

Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

Approval Authority Concurs with PM?

Y / N If Y, Concurrence by \_\_\_\_\_ Date \_\_\_\_\_

Required?

If N, Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Resolved by: \_\_\_\_\_ Date \_\_\_\_\_

LPA Signatures Required?

Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FWHA Signatures Required?

Y / N If Y, Date to FHWA \_\_\_\_\_ Date Returned \_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract No:R -37940

**INDIANA**

Date:05/25/2022

Page: 3

**Department of Transportation**

Change Order No:015

Contract: R -37940

Project: 1401384 - State:140138400L06

Change Order Nbr: 015

Change Order Description: Over/Under Run of Pay Items

Reason Code: FINAL QUANTITY ADJUSTMENT

Item Description: SUBGRADE TREATMENT, TYPE B3

PLN Item Code Unit Unit Price Comment G Amount Change

1401384 207 000 11.000 3572.000 37,102.20

Supplemental Description1:

0020 1401384 SUBGRADE TREATMENT, TYPE B3

Supplemental Description2:

0020 207-09835 SYS 26.500 6701.000 165,666.50

Supplemental Description1:

0021 1401384 STRUCTURE BACKFILL, TYPE 1

Supplemental Description2:

0021 211-09264 CYS 41.000 -1333.130 -54,056.33

Supplemental Description1:

0026 1401384 COMPACTED AGGREGATE NO. 63

Supplemental Description2:

0026 303-08210 TON 40.000 603.520 27,735.80

Supplemental Description1:

0027 1401384 COMPACTED AGGREGATE NO. 63

Supplemental Description2:

0027 401-07390 TON 84.1000 27,501.16

Supplemental Description1:

0032 1401384 CC/CA-HMA, 2, 64, INTERMEDIATE, 19.0 mm

Supplemental Description2:

0032 402-10084 TON 150.000 22,166.00

Supplemental Description1:

0037 1401384 HMA 0037 FOR TEMPORARY PAVEMENT, B

Supplemental Description2:

0037 402-10084 TON 150.000 -305.000 -30,750.00

Supplemental Description1:

0063 1401384 0063 021-06076 BYS 0.280 6577.810 66,116.03

Supplemental Description2:

0104 1401384 B 0104 211-02050 CYS 45.000 -463.150 -40,160.85

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 015 = \$ 201,485.44

Contract No:R -37940  
Change Order No:015

INDIANA  
Department of Transportation

Date:05/25/2022  
Page: 4

Whereas, the Standard Specifications for this contract provide for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation  
This change order is regarding the adjustments needed for the under over run of line items in preparation for the FCIR on contract IS-37940. The work items in question is item 19, subgrade treatment, type 1B, which was over run due to multiple areas of double treatment and the plans not being correct. Item 20, subgrade treatment, type 1C, which was over run due to multiple areas of double treatment and the plans not being correct. Item 21, Structure Backfill, Type 1, which was under run. This quantity was field measured and backfill tables used based on cover in the field and per plan. Item 22, Structure Backfill, Type 2, which was over run. This quantity was field measured and backfill tables used based on cover in the field and per plan. Item 23, Structure Backfill, Type 3, which was over run. This quantity was field measured and backfill tables used based on cover in the field and per plan. Item 24, Structure Backfill, Type 4, which was over run. 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This quantity was field measured and backfill tables used based on cover in the field and per plan.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: \_\_\_\_\_

Signed By: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -37940  
Change Order No:015

INDIANA  
Department of Transportation

Date:05/25/2022  
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(DATE)

PE/S

SUBMITTED FOR CONSIDERATION

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level Name of Approver Date Status

SMIC 030

Indiana Department Of Transportation  
Report of Contract Final Inspection and  
Recommendation for Acceptance

Contract R-37940 Date Construction Substantially Completed: 12/13/2021  
(The contract is sufficiently completed so that it can be used for its intended purposes.)  
All Contract Work Complete Date: 12/13/2021  
(The date all items were complete, except punchlist and removal of traffic control devices.)  
Pre-Final Inspection made by: Karl Houghland, Steve Sherwood, Casey Lasher,  
Michael Sigler, Aubrey Howder, Katie McCormick, Scott Scharf,  
Brandon McDowell, Josh Craig & Tyler Price on 02/10/2022  
Date Punch List Items Completed: 02/18/2022  
Sod Maintenance Expired on: N/A  
Date Failed Material Replaced: N/A  
Final Inspection made by: Joshua D. Craig

and all work was found to be satisfactory from Station 11.74 to 105+21.41  
Date Construction Signs and Temporary Traffic Control Devices Removed: 05/19/2022  
Pavement Markings have been placed in accordance with the MUTCD manual of in-  
directed by the District Traffic Engineer.  
Right-of-Way (13) is not clear of all encroachments.  
Date of Last Work: 05/19/2022

RECOMMEND ACCEPTANCE

DISTRICT CONSTRUCTION ENGINEER

LOCAL PUBLIC AGENCY

\*County or City signatures  
when required (at least two).

\* BY: \_\_\_\_\_  
\* BY: \_\_\_\_\_