

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**  
REGULAR SESSION  
COMMISSIONERS MEETING ROOM  
107 W. Locust Street, Suite 303  
Boonville, Indiana  
November 27, 2023  
10:00 A.M.

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

Attorney Andrew Skinner and Administrator Heather Soberg were in attendance.

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

Commissioner Meetings can be viewed via YouTube: Warrick County Meetings

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

**PLEDGE OF ALLEGIANCE**

**AREA PLAN COMMISSION  
REQUEST FOR EXTENSION OF SURETY  
C-22-111**

APC Director Molly Barnhill presented a Request for Extension of Surety for entrance construction, C-22-111, Lot 1 of Eli Place Subdivision at 3833 Stahl Road, by Independence Engineering, LLC by Jan Jochems, Lead Department Manager. The County is holding \$14,700.00 for surety in escrow guaranteeing commercial driveway construction. They are requesting one additional year at the same dollar amount. They have had one year. The surety expires December 20, 2023. County Engineer Bobby Howard said that construction on the building has not yet been completed. He recommended approval. Commissioner Dan Saylor made the motion to approve. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

*(C-22-111 is located on Page 4 of these Official Minutes)*

**REQUEST FOR REDUCTION OF SURETY  
BELL ROAD APARTMENTS PUD EAST**

Next, Ms. Barnhill presented a Request for the Reduction of Surety for Bell Road Apartments, PUD East, by ARC Construction, LLC by Jamie Bateman, President. The County is holding \$230,149.70 for surety in escrow guaranteeing street and drainage construction. They are requesting one additional year at the reduced dollar amount of \$9,920.00. They have had two years. The surety expires December 10, 2023. Ms. Barnhill said that both the County Surveyor and County Engineer signed off on the reduction amount. Mr. Howard recommended approval. Commissioner Bob Johnson made the motion. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Bell Road Apartments Reduction is located on Pages 5 through 6 of these Official Minutes)*

**ITEMS FOR DISCUSSION  
WEIGHTS AND MEASURES REPORT**

Mr. Mike Arnold was present and gave the quarterly report. He inspected and tagged four hundred seventy-eight pieces of equipment. He rejected twenty-six pieces. He then reviewed the rejections. The Commissioners had no questions, but praised Mr. Arnold for his hard work protecting both taxpayers and County businesses.

*(Weights & Measures Report is located on File in the Auditor's Office)*

**ACTION AGENDA  
APPROVAL OF MINUTES  
NOVEMBER 13, 2023 REGULAR SESSION**

Minutes for the November 13, 2023 Regular Session meeting were presented to the Commissioners for approval. Commissioner Bob Johnson made the motion to approve the minutes. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**NOVEMBER 9, 2023 PUBLIC MEETING**

Minutes for the November 9, 2023 Public Meeting were presented to the Commissioners for approval. Commissioner Dan Saylor made the motion to approve the minutes. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

**COUNTY ADMINISTRATOR  
PARKS DEPARTMENT SOP**

County Administrator Heather Soberg presented the Parks Department SOP. She there were a few issues with correcting their paydays and calculating their comp time on holidays. There are more corrections and updates to three of the SOP's already in existence. It was also reviewed by the County Attorney and he has signed off on the language. It is ready for approval. Commissioner Phillippe said that they had also been vetted with both the President and Vice President of the Parks Board. Commissioner Bob Johnson made the motion to approve. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**CONSENT AGENDA**

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

- County Auditor Certified Claims Voucher Report Date 11/22/2023 in the amount of \$3,634,894.02
- Payroll Voucher 11/17/2023 in the amount of \$608,673.77
- Clerk's Monthly Report October 2023
- Approval of Environmental Management Services Agreement - Methane Probe Installation
- Approval of Keller Schroeder Server Microsoft Renewal
- Approval of renewal of the 2023 Bituminous Contract for 1 year from 01/01/2024 through 12/31/2024 with Metzger Construction, Inc.

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

*(Claims are located on Pages 6 through 9 of these Official Minutes)*

*(Payroll is located on Page 9 of these Official Minutes)*

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

*(Environmental Management Services Agreement is located on Pages 10 through 11 of these Official Minutes)*

*(Keller Schroeder Microsoft Renewal is located on Pages 11 through 12 of these Official Minutes)*

*(Metzger 2024 Bituminous Contract is located on File in the Auditor's Office)*

**COUNTY AUDITOR'S UNCERTIFIED CLAIMS VOUCHER**

Ms. Soberg presented the County Auditor's Uncertified Claims Voucher for the report date of November 22, 2023 in the amount of \$24,460.67. President Phillippe entertained a motion.

Commissioner Saylor was unsure what the claims for Liberty Concepts was for.

Ms. April Edwards, attorney for the Health Department, asked to address the claims. Commissioner Johnson did not feel she was the attorney for the Health Department as she was not approved by the Commissioners. Ms. Edwards went over Indiana Statutes allowing representation for the department. She stated that she was hired by the Warrick County Board of Health. President Phillippe asked that she just address the claim before them.

Ms. Edwards stated that Liberty Concepts was the rent for the space that the Health Department Office currently occupies since the issues with radon. She also said that she knew that the Commissioners were addressing the radon issue. There were no other questions from the Commissioners.

Commissioner Johnson didn't see why the citizens of Warrick County should have to pay for something that was never approved.

Attorney Skinner stated that the un-certified claims were based on there not being a contract to support the claims. Whether or not the Commissioners want to approve the claims or deny the claims is on the motion.

There was a brief disagreement between the Warrick County Commissioners and Ms. Edwards concerning the Health Department, the Citizens of Warrick County, and the radon issue.

President Phillippe then asked again for a motion on the un-certified claims. After a brief silence, he declared that the motion died on the floor.

**COUNTY ATTORNEY**

County Attorney Andrew Skinner had no business for the Board.

**COUNTY ENGINEER/HIGHWAY  
NEWBURGH SEWER KENOSHA HILLS ELIMINATION PROJECT  
REQUEST TO CLOSE AND CUT GRIMM ROAD**

County Engineer Bobby Howard presented the request by the Town of Newburgh Sewer Department to close and cut Grimm Road for their Kenosha Hills Elimination Project. Mr. Drew Flamion from Commonwealth was present to

discuss the project and answer questions. Mr. Howard said his office had questioned why this could not be bored. They received an answer addressing the fact that there were some large water mains that run through where the sewer crosses Grimm Road. Another issue his office had was the length of the closure. Newburgh Sewer is requesting seven days. In Mr. Howard's discussions with one of Mr. Flamion's associates, it was said it may be able to be done in less time.

Mr. Flamion said that as stated, they will have an open cut going across Grimm Road. There are two large water mains that goes across in the same area. They are a gravity sewer and are trying to eliminate a lift station so they have a grade between points A and B to hit and will be skimming across the large water veins. This is why it needs to be an open cut. As far as the timeline, to safely work around those utilities, they had requested the seven days. He is willing to work with Mr. Howard to try to get the timeline down.

Commissioner Saylor asked about the cut itself. Mr. Flamion went over the dimensions of the cut. They also reviewed the possibility of plating and the difficulty in doing so.

The location and detour route were also discussed as well as the asphalt paving. The project will not start until February or March of 2024.

After much discussion, Mr. Howard recommended that they be approved for a five-day closure and asked for a week's notice to the public with signage before work begins. This would be added to the other standards of the permit that is issued. Commissioner Dan Saylor made the motion to approve according to the County Engineer's recommendation. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

### **ACQUISITIONS ADMINISTRATOR ELEVATOR SERVICE RFP-OPENING OF BIDS**

Acquisitions Administrator Sherrie Sievers presented bids for the Elevator Service for Warrick County. Ms. Sievers stated that three RFP's were sent out: Otis Elevator, TK Elevator, and Murphy Elevator. Murphy has been the provider for the last twelve years. She also wanted to point out that Murphy had sent out their bid by UPS and there were apparently some issues with that and as of 10:00 AM, it had not been received and she asked that it be noted in the minutes. There was only one bid received before the deadline and that was from TK Elevator. There was no performance bond or payment bond for services for this bid. She then went over what was requested and their submitted numbers. After some discussion, Ms. Soberg pointed out that they do not need anything in place until February. She also stated that they did have a potential second bid and nothing to compare the submitted bid to and asked about sending it back out. Attorney Skinner stated that the bid could be rejected and then resend it. Commissioner Johnson said that he would like to see it resent. Commissioner Dan Saylor made the motion to reject the bids and have it resent for bid. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

### **REVIEW BID INFORMATION AND AWARD GENERATOR CONTRACT**

Ms. Sievers then presented the Generator Contract bids that were tabled at the last Commissioners' meeting. She had invited representative from both Dayville and EVAPAR. She also stated that when the bids were reviewed at the previous meeting, that Dayville was substantially higher. She went over some of those percentages. Some of it was due to the inclusion of battery replacements. Commissioner Phillippe stated that there was a lot of differences in the pricing structures and asked that both vendors explain their methodology on pricing.

Mr. Jason States and Mr. Landon Sholar were present for EVAPAR and addressed the Commissioners. They went over their pricing. They stated their grand total was \$28,210.00. This included battery replacements, belts, and hoses. Mr. States also wanted the Commissioners know that fourteen of their employees live in Warrick County, including himself as CEO. Commissioner Phillippe said that he had some concerns since at least once, EVAPAR has not shown up for a scheduled visit. Mr. States addressed that issue stating it was due to a parts issue. He also stated that they were a Generac dealer and went over some of their certifications.

Commissioner Saylor asked about the installing of notifications or an app to allow the generators to be monitored and if that was their responsibility. The County had installed a new generator and they were trying to get that installed with those notifications. Mr. Sholar went over some of the devices available, but stated that it had not been quoted or requested for the notifications for the generator. There was then a discussion on the apps and how they work.

Mr. Kyle Clark, owner/operator of Dayville Onsite, was also present. He addressed the higher prices in his quotes. Some of it had to do with the wording of the request. He also stated that parts and the requested antifreeze were more expensive for him as an independent as he was not a dealer. They also addressed the replacement of batteries which would take \$400.00 off the final cost as it would not be replaced two years in a row.

Commissioner Phillippe asked if there was another building that was supposed to be added to the request. Ms. Sievers pointed out to the Commissioners that the Ohio Township Building had been added and was quoted by both vendors.

The Commissioners then discussed how to proceed with the current bids and some of the monetary adjustments due to batteries. Ms. Sievers also stated that she had received excellent references on both companies.

Commissioner Phillippe asked the EVAPAR representatives about their total figure. There was a discrepancy between the Commissioners numbers and EVAPAR. The EVAPAR representatives had not added the Ohio Township building. They then reviewed the totals for both vendors.

Attorney Andrew Skinner went over state statute concerning the bids.

Commissioner Bob Johnson made the motion to table to the next meeting as he still had some questions that he wanted to ask Ms. Sievers. Commissioner Dan Saylor agreed and seconded the motion. The motion carried 3-0.

**ADJOURNMENT**

The next Warrick County Commissioners' meeting will be held on Monday, December 11, 2023 in the Commissioners' meeting room at 4:00 PM. Commissioner Bob Johnson made the motion to adjourn. Commissioner Dan Saylor seconded the motion. The motion carried 3-0. Meeting adjourned at 4:57 P.M.

**WARRICK COUNTY BOARD OF COMMISSIONERS**


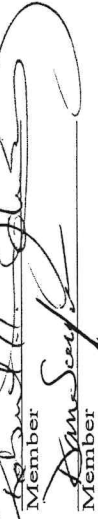

  
 \_\_\_\_\_  
**TERRY PHILIPPE, PRESIDENT**  
  
 \_\_\_\_\_  
**ROBERT JOHNSON, JR., VICE PRESIDENT**  
  
 \_\_\_\_\_  
**DAN SAYLOR, MEMBER**


**ATTEST:**   
 \_\_\_\_\_  
**MICHAEL J. DIETSCH, AUDITOR**  
**WARRICK COUNTY, INDIANA**

Minutes Respectfully Submitted by Kristine Georges, Official Recording Secretary

C-22-III  
Request for Extension of Surety  
November 27, 2023

BOARD OF COMMISSIONERS:

  
 \_\_\_\_\_  
 President  
  
 \_\_\_\_\_  
 Member  
  
 \_\_\_\_\_  
 Member

ATTEST:  
  
 \_\_\_\_\_  
 Auditor  
 Date: 11-27-23

**REQUEST FOR REDUCTION OF SURETY**  
Bell Road Apartments PUD East  
ARC Construction  
November 27, 2023

Holding 230,149.70  
Retain 9,920.00  
Release \$220,229.70

**BOARD OF COMMISSIONERS:**

President  
Member  
Member  
Member

**ATTEST:**

Auditor  
Date: 11-27-23

**Molly Barnhill**

From: Jamie Bateman <jbateman@arc-construction.com> on behalf of Jamie Bateman  
Sent: Monday, November 20, 2023 2:38 PM  
To: mbarnhill@warrickcounty.gov  
Subject: Jake Bessler, Joe Snyder  
Attachments: Bell Road Apartments PUD East Steel Certification Project No.: 17-2772 W-9 Arc Construction.pdf

Molly, I am requesting the release of surety funds except for \$9,920 as approved by Bobby on 11-16-23. Attached is our W-9. If you have any questions, please contact me.  
Thanks,

**Jamie Bateman**  
President

1745 South Kentucky Ave  
Evansville, Indiana 47728-0660  
812-426-0481 ph 812-421-9115 fax



WWW.ARC-CONSTRUCTION.COM



Over 50 Years of Service

**Jamie Bateman**  
President

1745 South Kentucky Ave  
P.O. Box 2660  
Evansville, Indiana 47728-0660  
812-426-0481 ph 812-421-9115 fax



WWW.ARC-CONSTRUCTION.COM



Over 50 Years of Service



**DASH WAGBNER & ASSOCIATES, P.C.**  
CONSULTING ENGINEERS - LAND SURVEYORS

November 8, 2023

Warrick County Area Plan Commission  
107 West Locust Street  
Corydon, IA 47601  
Boonville, IN 47601

RE: Bell Road Apartments PUD East  
Street Certification  
Project No.: 17-2772

\* APPROVED BY  
SUBMITTED FOR FILE  
11-17-2023  
FOR FILE

The construction of a portion of the roadways within the subject project have been completed and the remaining 1 1/2 miles of roadway including the 1/2 mile of No. 11 bituminous binder and 8 inches of compacted aggregate base (No. 53 stone) with the exception of the 1 1/2 surface coat of asphalt for Noah Drive.

- 1. 80 Tons - 1 1/2 inches of No. 11 bituminous surface for Noah Drive - \$7,200.00  
Sub-total Cost to Complete Street Construction = \$7,200.00  
10% Contingency = \$720.00

**Total Remaining Cost to Complete Street Construction = \$7,920.00**

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

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

Sincerely,

*Bobby*  
Bobby  
Project Engineer

cc: File

total \$9,920.00  
\$2,000.00 =  
Striping  
Signage  
Per Bobby  
11-16-23

FILED

NOV 09 2023

AREA MANAGER/COMMISSION



**CASH WAGNER & ASSOCIATES, P.C.**  
CONSULTING ENGINEERS - LAND SURVEYORS

November 8, 2023

Warrick County Area Plan Commission  
101 West Court Street  
Courthouse - Room 201  
Boonville, IN 47601

RE: **Bell Road Apartments PUD East**  
Newburgh, IN  
Our Project No.: 17-2772

All drainage improvements required for Bell Road Apartments PUD East are in place and have been constructed in relative conformance with the approved drainage plan.

If you have any questions, please do not hesitate to contact me.

Sincerely,

*[Signature]*  
DASH WAGNER & ASSOCIATES, P.C.

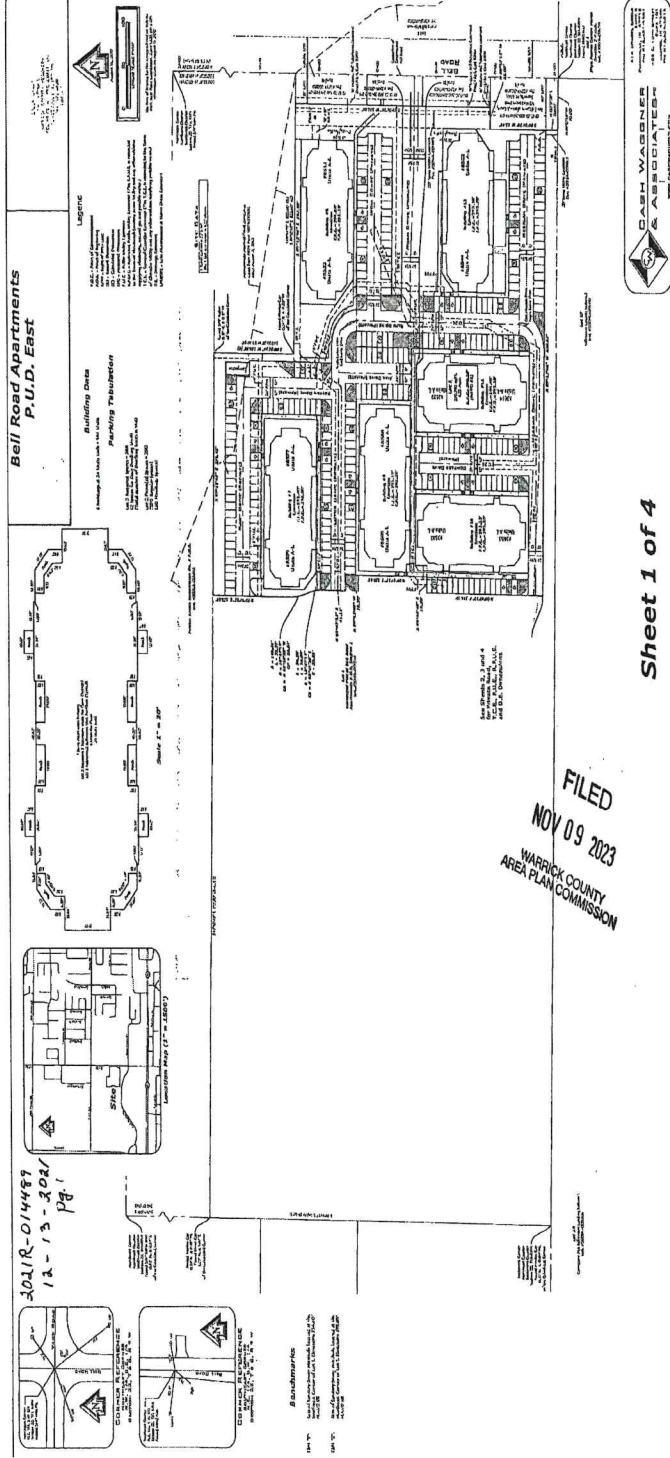
Chris Merritt, Jr., P.E.  
Project Engineer

Cc: File

*RR 12-15-2023*  
*11-9-2023*

**FILED**  
**NOV 09 2023**  
**WARREN COUNTY COMMISSION**

EVANSVILLE - JABBER  
114 PHOTODUPLICATION SERVICE  
WWW.DASHWAGNER.COM



**FILED**  
**NOV 09 2023**  
**WARREN COUNTY COMMISSION**

Sheet 1 of 4

*ORIGINAL*

Warren County Ordinance for Payment - 27th, 2023

Account Name	Account No.	Account Class	Account Status
Warren County	10000000	General Fund	Active
Warren County	10000001	General Fund	Active
Warren County	10000002	General Fund	Active
Warren County	10000003	General Fund	Active
Warren County	10000004	General Fund	Active
Warren County	10000005	General Fund	Active
Warren County	10000006	General Fund	Active
Warren County	10000007	General Fund	Active
Warren County	10000008	General Fund	Active
Warren County	10000009	General Fund	Active
Warren County	10000010	General Fund	Active
Warren County	10000011	General Fund	Active
Warren County	10000012	General Fund	Active
Warren County	10000013	General Fund	Active
Warren County	10000014	General Fund	Active
Warren County	10000015	General Fund	Active
Warren County	10000016	General Fund	Active
Warren County	10000017	General Fund	Active
Warren County	10000018	General Fund	Active
Warren County	10000019	General Fund	Active
Warren County	10000020	General Fund	Active
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Warren County	10000097	General Fund	Active
Warren County	10000098	General Fund	Active
Warren County	10000099	General Fund	Active
Warren County	10000100	General Fund	Active









APPROVED NOV 27 2023

MONTHLY REPORT - CLERK OF WARRICK COUNTY CIRCUIT & SUPERIOR COURTS Form No. 48-CR

Month End: Oct 2023		Warrick County	
CHARGES (Daily Balance Record and ISETS Daily Support Book)			
1	Charges payable to the County	281,763.81	
2	Fees payable to city or town	65,047.22	
3	Trust funds	2,255,827.86	
4	Trust funds	11,326.13	
5	Trust funds	76,100.00	
6	Judgment Collections & Refunds	100.00	
7	Cash on Hand	0.00	
8	Unconverted Liabilities	0.00	
9	TOTAL CHARGES	2,697,119.81	
DEBITORS (Daily Balance Record and ISETS Daily Support Book)			
11	Warrick Odyssey Bank Account	2,502,624.68	
12	Bank	0.00	
13	Bank	0.00	
14	Bank	0.00	
15	Bank	0.00	
16	Subtotal	2,502,624.68	
17	ISSETS Monthly Clerk's Support Record (246MCR)	4,395.13	
18	TOTAL DEBITORS	2,507,019.81	
19	Investment on hand as of month end	100,000.00	
20	Investment on hand as of month end	100.00	
21	TOTAL	2,697,119.81	
22	Cash Long (Debit) / Short (Credit)	2,697,119.81	
23	PROOF (Line 19)		
DEPOSITORY RECONCILEMENT			
24	Balance per statements	2,750,645.24	
25	Subtotal Depository Balances	2,750,645.24	
26	Debit outstanding checks	2,697,019.81	
27	Net deposit only balance	7,554.50	
28	Net deposit only balance	7,554.50	
29	Bank fees	0.00	
30	INTEREST BEARING ITEMS ACCOUNT	-301.85	
31	INTEREST BEARING ITEMS	0.00	
32	Participant recoupments (short)	0.00	
33	Agency recoupments	0.00	
34	Balance in all depositories (line 19)	2,697,019.81	
35	PROOF		

I, *[Signature]*, Clerk of Warrick County Circuit & Superior Courts, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

Date: *[Signature]* Clerk of Warrick County Circuit & Superior Courts

1: Clerk: Retain White copy, file 3  
2: Auditor: File CANARY copy with County Board of Finance and Treasurer. TRANSMIT GOLDENROD copy to State Board of Accounts.

RECEIVED NOV 15 2023 WARRICK CO AUDITOR

FILED NOV 14 2023 WARRICK CO AUDITOR

APPROVED NOV 27 2023 FILED NOV 27 2023

**SPECIFIC SERVICES AGREEMENT**  
 This Specific Services Agreement, executed this *15th* day of *November*, 2023, entered into by and between Warrick County Commissioners, 107 West Locust Street, Suite 301, Boonville, Indiana 47601, herein referred to as the Client, and Environmental Management Consultants, L.L.C. (EMC), 1400 Washington Avenue, Suite 1, Evansville, Indiana 47714, herein referred to as Consultant.

**WITNESSETH**

The Client hereby engages the services of the Consultant to further investigate the methane exceedances in the area of GDP-2 as requested by the Indiana Department of Environmental Management (IDEM) letter dated October 24, 2023. EMC agrees to provide the services requested by the IDEM for Warrick County's landfill which, is under the jurisdiction of IDEM including without limitation the following services:

**SCOPE OF WORK**

1. Submit to the IDEM a work plan to install two additional gas detection probes.
2. After IDEM approval install two gas detection probes (GDP) on the east side of the landfill near GDP-2. One probe will be installed approximately 90 feet northeast of GDP-02 near the facility building. Another probe will be installed approximately 125 feet east of GDP-02 on east side of the recycling area. The probes will be finished with 2 inch diameter PVC well protectors. They will then be added to the methane monitoring probe network.

Gas detection probes will be installed using the following method:

Auger down to or below the water table at each location. The probes will be constructed of shotted, 1-inch Schedule 80 PVC pipe. The probes will be screened to within 2 feet of the surface with horizontal migration of gas. The top of each probe will be fitted with valve tubing to facilitate sample collection. This design is intended to allow detection of methane migrating through any of the layers or inter-layer planes along the GDP's depth.

A licensed drilling contractor will install the GDP's. Drilling and construction procedures will be supervised and documented by a registered professional geologist, or by a geologic assistant under the supervision of a registered professional geologist or professional engineer. A portable Landtec GEM500 or equivalent instrument will be utilized for methane monitoring activities. At a minimum, the instrument will be calibrated by a certified technician. The instrument will be calibrated at least 90% to 25%. A probe will be connected to the inlet of the instrument in order to facilitate the monitoring of probes, wells, recesses, and small-enclosed spaces. A supply of span gas will be available at all times for instrument calibration. A known methane-air mixture will be used for the 100% methane calibration. A known methane-air mixture will be used to calibrate the methane monitoring. A known methane-air mixture will be used to calibrate the methane monitoring. A meter to 0% oxygen conditions.

3. Provide project management, update data files and develop written implementation report for the installation of the gas monitoring wells at the site. Coordinate the project with IDEM on the client's behalf.

**PAYMENT**

The cost for the services described herein will be \$7,770.00. Any unforeseen cost overruns must be approved in writing by the Client and provided to the Consultant. The total amount will be due at the time the final report is completed and submitted to the Client. Acceptance of this agreement constitutes the total agreement between Client and Consultant, and no promises, terms, conditions, or other matters not incorporated or referenced herein shall be binding upon either party. The terms of this agreement can be changed or modified only through a subsequent writing.

**ADDITIONAL TERMS**

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

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

Antidiscrimination. Pursuant to IC § 22-9-1-10, EMC shall not discriminate against any employee or applicant for employment, or any person employed in the performance of work hereunder, with respect to the terms, conditions or privileges of employment or any matter, directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the agreement. Acceptance of this agreement also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based upon race, color, national origin or ancestry, age, sex, or disability.

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

NON-COLLUSION AND ACCEPTANCE. The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, member or officer of the Contractor, that he/she has not, nor has any subcontractor, agent, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of

the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

ACCEPTANCE

Environmental Management Consultants, L.L.C. is hereby authorized to furnish all materials and labor required to complete the work referred to in the preceding Specific Services Agreement upon receipt of an authorized signature from the Client. The Client agrees to pay the amount stated in said Specific Services Agreement and abide by the terms and conditions contained in the General Contract Conditions, which are incorporated herein by reference.

The Consultant hereby accepts such engagement contingent upon this Specific Services Agreement and the conditions and terms set forth in the General Contract Conditions and the Invitation To Quote.

GOVERNING LAW

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

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

CLIENT

Warrick County Commissioners

*Dan Saylor*  
Dan Saylor

*Robert Johnson*  
Robert Johnson

CONSULTANT

Environmental Management Consultants, L.L.C.

*Matt Feller*  
Matt Feller  
Senior Geologist

Date: November 1, 2023

*Terry Johnson*  
Terry Johnson

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

Public://environmental/clients/EMC/Shared Documents/General/EMC/Technical/Projects/Phase 10 Projects/100414 1111 Peiper Road, Brookville, IN/Contracts/Proposals/2023/2023 Medicine Pedestal/2023 Peiper Install -Contract.docx

General Contract Conditions

- 1. Client and Environmental Management Consultants, LLC, an Indiana corporation (hereinafter referred to as "EMC"), agree that the following provisions shall be a part of their Agreement with the Client. The following definitions shall apply to this Agreement and all interpretations of the relationship between the parties.
1. Definitions: The following definitions shall apply to this Agreement and all interpretations of the relationship between the parties:
a. "Client" shall mean the party or parties who have entered into this Agreement with EMC for the performance of the Specific Services.
b. "Services" shall mean the specific activities, which EMC is to perform for the Client, as set forth in the Invitation To Quote and the Specific Services Agreement.
c. "Site" is any location where EMC is to perform Services according to the description in the Invitation To Quote and the Specific Services Agreement.
d. "Contract Documents" includes the Specific Services Agreement and the Invitation To Quote.
e. "Agreement" shall mean the Specific Services Agreement, the Invitation To Quote, and the General Contract Conditions.
2. Client Responsibilities: The Client shall be responsible for providing all necessary information, materials, and equipment for the performance of the Specific Services. The Client shall also be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
3. EMC Responsibilities: EMC shall be responsible for performing the Specific Services in accordance with the Contract Documents. EMC shall also be responsible for providing all necessary materials and equipment for the performance of the Specific Services.
4. Payment: The Client shall pay EMC for the performance of the Specific Services in accordance with the terms and conditions set forth in the Invitation To Quote and the Specific Services Agreement.
5. Termination: The Client may terminate this Agreement at any time without cause. EMC shall be responsible for the performance of the Specific Services until the date of termination.
6. Indemnification: EMC shall indemnify and hold the Client harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, arising out of or in connection with the performance of the Specific Services.
7. Assignment: EMC shall not assign or subcontract any part of its obligations under this Agreement without the prior written consent of the Client.



FILED  
NOV 27 2023

*Matthew C. ...*  
MATTHEW C. ... AUDITOR

APPROVED NOV 27 2023  
APPROVED NOV 27 2023

We have prepared a proposal for you  
WCC Microsoft Renewal Agreement  
V1616011 Exp: 11-30-23  
Proposal # 012983 V1

Prepared for:  
Warrick County Commissioners  
Prepared by:  
Shelby Veach  
October 10, 2023



Products

Manufacturer	Product Details	Price	Qty	Ext. Price
Microsoft	Microsoft Windows Server Standard Software Assurance 2 Cores 3-Year Coverage Period : 12-01-23 to 11-30-26	\$98.01	64	\$5,632.64
Microsoft	Microsoft SQL Server Standard Edition - software assurance - 1 server 3-year coverage period : 12-01-23 to 11-30-26	\$684.16	1	\$684.16
Microsoft	Microsoft SQL Server - Software Assurance - 1 User CAL 3-Year Coverage Period : 12-01-23 to 11-30-26	\$159.20	40	\$6,368.00
<b>Subtotal:</b>				<b>\$12,684.80</b>



WCC Microsoft Renewal Agreement V1616011 Exp: 11-30-23

Prepared by:  
**Keller Schroeder & Associates**  
 Shelby Veach  
 (812) 492-7338  
 svcach@kellerschroeder.com

Prepared for:  
**Warrick County Commissioners**  
 107 W. Locust St.  
 Boonville, IN 47601  
 Terry Phillippe  
 (812) 897-6160  
 terry@warrickcounty.gov

Proposal Information:  
**Proposal #: 012983**  
 Version: 1  
 Delivery Date: 10/10/2023  
 Expiration Date: 11/07/2023

Proposal Summary

Description	Amount
Products	\$12,684.80
<b>Total:</b>	<b>\$12,684.80</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. Proposal assumes proper cabling is already in place. Pricing limited to quantities ordered. If the quantity 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 & Associates

Warrick County Commissioners

Signature: Shelby Veach  
 Name: Shelby Veach  
 Title: Select Account Manager  
 Date: 10/10/2023

Signature: Terry Phillippe  
 Name: Terry Phillippe  
 Date: 11/13/2023