

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
January 9, 2022
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

**AREA PLAN COMMISSION
REQUEST TO REZONE
PC-R-22-11
ORDINANCE 2023-01**

Commissioner Terry Phillippe: Okay, first order of business is Area Plan.

Molly Barnhill: We have one (1) Request to Rezone, PCR-22-11. Petitioner/owner is Spring Haven, LLC by John Elpers, Manager. They're requesting to rezone one point zero four (1.04) acres located on the south side of Vann Road. Two hundred eighty (280) feet east of the intersection of Vann and Bell Road from R1, One Family Dwelling Zoning District to an R1, PUD, One Family Dwelling Planned Unit Development. Being part of Lot 2 in Martin Bell Subdivision as recorded in Document #2013R-002629 in the Warrick County Recorder's Office. This was advertised in the Standard, November 23, 2022, and the Area Plan Commission gave a unanimous positive recommendation at their meeting held on December 12, 2022.

Commissioner Terry Phillippe: Safe to assume, go ahead, Scott.

Scott Buedel: Scott Buedel with Cash Waggner and Associates. Here for the final rezoning of (inaudible) tonight. We do have, like Molly said, subdivision approval and we've been before you a couple times. I guess once for Drainage Board and once for the vacation of the portion of the right-of-way that extends into the property. So, all that is taken place and we're hoping to get a positive vote tonight to create these three (3) lots and get three (3) more houses out there.

Commissioner Terry Phillippe: Okay. Kristine, I assume this will be 2023-01.

Kristine Georges: Yes, first Ordinance of the year.

Commissioner Terry Phillippe: Okay, I'll entertain a motion.

Commissioner Dan Saylor: I make a motion to approve the request to rezone, Ordinance 2020...2023-01.

Commissioner Bob Johnson: 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). Thank you, Scott.

Scott Buedel: Thank you.

Molly Barnhill: Okay, that's all I have.

Commissioner Terry Phillippe: Thank you, Molly.

Molly Barnhill: Thanks.

(Ordinance 2023-01 is located on Page 17 of these Official Minutes)

**ACTION AGENDA
APPROVAL OF MINUTES
DECEMBER 28, 2022**

Commissioner Terry Phillippe: Next order of business is the Action Agenda. Item A is the approval of minutes of both the December 28, 2022 meeting and the January 22, 2023.

Commissioner Dan Saylor: Do these separately or can we do them both together?

John Goth: I would do them separately, sorry.

Commissioner Dan Saylor: I make a motion to approve the December 28, 2022, 12:00 PM, Regular Session Minutes.

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).

JANUARY 2, 2023

Commissioner Bob Johnson: Make a motion to approve January 2, 2023, 11:45 (AM) Regular Session.

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).

**LANE TOWNSHIP APPOINTMENTS
WILLIAM JENKINS AND TRENA JENKINS**

Commissioner Terry Phillippe: Next order of business is the Lane Township Appointments. Heather, you care to explain that one (1)?

Heather Soberg: So, with the vacating of that position by the Lane Township Trustee, William Jenkins was appointed last year. And then Trina Jenkins was appointed as a board member to fill those two (2) open seats. Being that it was not during the election, those reappointments need to be redone for 2023.

Commissioner Bob Johnson: I'll make a motion to approve both the Lane Township Trustee William Jenkins, Lane Township Board member Trina Jenkins.

Commissioner Terry Phillippe: Counsel, is that good with one (1) motion?

John Goth: That's fine.

Commissioner Terry Phillippe: Okay.

Commissioner Dan Saylor: And I'll second that.

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).

**2023 APPOINTMENTS
BOARD PRESIDENT**

Commissioner Terry Phillippe: Okay. Counsel, I believe, question from Commissioner Johnson, these, we can do these, we agree...

John Goth: Correct, yes.

Commissioner Terry Phillippe: So, Item C is our 2023 Appointments. First set of appointments will be for Commissioner Officers. I'll entertain any motions for the Board President.

Commissioner Dan Saylor: I make a motion to approve Terry Phillippe as President of the Board.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: 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). And I just screwed up the plan here.

John Goth: For this one (1), I would do it that way, actually.

Commissioner Terry Phillippe: Okay.

Commissioner Bob Johnson: This one (1) we do.

VICE PRESIDENT

Commissioner Terry Phillippe: Okay, and then the next one (1) is for Vice President of the Board of Commissioners.

Commissioner Bob Johnson: I make a motion for Bob Johnson.

Commissioner Terry Phillippe: And I will second that. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

COUNTY ATTORNEY APPOINTMENT

Commissioner Terry Phillippe: Next, next set is for the County Attorney, firm or individual.

Commissioner Bob Johnson: Make a motion to approve Fine and Hatfield as our County Attorneys.

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).

ADMINISTRATOR AND ASSISTANT ADMINISTRATOR/HR MANAGER

Commissioner Terry Phillippe: Next set is the Commissioner's Office Staff, Administrator and Assistant Administrator/HR Manager.

Commissioner Dan Saylor: So are you going, you read the names.

John Goth: Nomination as to those two (2) positions.

Commissioner Dan Saylor: Okay. I nominate Heather Soberg and Shateka Bard.

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).

SPENCER, GIBSON, AND JOINT DRAINAGE BOARDS

Commissioner Terry Phillippe: Can we do all of the Drainage Boards as is? We're going to maintain those positions. So, next set is the Gibson Joint Drainage Board. Next one (1) is the Spencer Joint Drainage Board. The next one is the Gibson, Vanderburgh, Warrick...Warrick Joint Drainage Board. So, I think we can do all those at the same time. Existing members on Gibson are Bob Johnson, Terry Phillippe. Spencer is Dan Saylor, Bob Johnson. Joint Drainage Board, Gibson, Vanderburgh, and Warrick is Terry Phillippe and Steve Sherwood. I'll entertain a motion.

Commissioner Bob Johnson: Make a motion to approve those members.

Commissioner Dan Saylor: 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).

VETERAN'S AFFAIRS

Commissioner Terry Phillippe: Excuse me. Next order is Veteran's Affairs.

Commissioner Bob Johnson: Make a motion to approve Jed Gamble as Veteran's Officer.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: 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).

IT DEPARTMENT

Commissioner Terry Phillippe: Next set is IT Department. Chief Information Security Officer.

Commissioner Dan Saylor: I make a motion to approve Guy Whelan.

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).

HIGHWAY DEPARTMENT

Commissioner Terry Phillippe: Next set is the Highway Department Superintendent, Forman District 1, 2, and 3.

Commissioner Bob Johnson: Make a motion to keep the Superintendent, Foreman for 1, 2, and 3 the same as last year.

Commissioner Dan Saylor: And I'll second that.

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).

ENGINEERING DEPARTMENT

Commissioner Terry Phillippe: Next set is the Engineering Department, Engineer and Assistant Engineer.

Commissioner Bob Johnson: Make a motion to approve as these are the same as last year.

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).

BUILDING DEPARTMENT

Commissioner Terry Phillippe: Next one is the Building Department. Building Inspector and Office Administrator.

Commissioner Bob Johnson: Make a motion to approve the Building Inspector Dennis Lockhart and Office Administrator Angie Lutz.

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).

ECONOMIC DEVELOPMENT DIRECTOR

Commissioner Terry Phillippe: Next set is the Economic Development Director.

Commissioner Dan Saylor: Make a motion to approve Steve Roelle.

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). Second page.

ECONOMIC DEVELOPMENT COMMISSION

Commissioner Terry Phillippe: Next set is, oh, there's another one (1). Let's see. So, this is the Economic Development Commission.

Commissioner Dan Saylor: Make a motion to approve Steve Roelle.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: 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).

EMA

Commissioner Terry Phillippe: Next department is the Emergency Management Agency Director and Secretary.

Commissioner Bob Johnson: Go ahead, Dan.

Commissioner Dan Saylor: Make a motion to approve Jake Greer as Director and Beth Williams as the Secretary.

Commissioner Bob Johnson: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

LOCAL EMERGENCY PLANNING COMMITTEE

Commissioner Terry Phillippe: Our Local Emergency Planning Committee Appointee.

Commissioner Bob Johnson: Make a motion to approve Terry Phillippe.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: 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).

SOUTHERN INDIANA RURAL DEVELOPMENT

Commissioner Terry Phillippe: Southern Indiana Rural Development Project.

Commissioner Dan Saylor: Make a motion to approve Bob Johnson.

Commissioner Terry Phillippe: I'll second that. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

TITLE VI AND ADA COORDINATOR

Commissioner Terry Phillippe: Appointee to our Title VI and ADA Coordinator positions, a Coordinator and a second contact position.

Commissioner Bob Johnson: Make a motion to approve Shateka Bard and Heather Soberg.

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).

OSHA REPRESENTATIVE

Commissioner Terry Phillippe: State OSHA Representative and second contact.

Commissioner Dan Saylor: Make a motion to approve Heather Soberg and Shateka Bard.

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).

DRUG AND ALCOHOL TESTING COORDINATOR

Commissioner Terry Phillippe: Our Drug and Alcohol Testing Coordinator and second contact.

Commissioner Bob Johnson: Make a motion to approve Heather Soberg and Shateka Bard.

Commissioner Dan Saylor: I feel like I have a hearing aid. Second.

Commissioner Bob Johnson: I hear it too.

Commissioner Terry Phillippe: 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).

WEIGHTS AND MEASURES INSPECTOR

Commissioner Terry Phillippe: Our Weights and Measures Inspector.

Commissioner Dan Saylor: Turn that down. I make a motion to approve Mike Arnold.

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).

ALCOHOL BEVERAGE BOARD

Commissioner Terry Phillippe: And our appointee to the Alcohol Beverage Board.

Commissioner Bob Johnson: Make a motion to approve Gene Weisheit.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: 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).

BOARD OF ZONING APPEALS

Commissioner Terry Phillippe: And our appointee to the BZA.

Commissioner Dan Saylor: Make a motion to approve Mike Winge.

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).

ECONOMIC DEVELOPMENT ADVISORY COUNCIL

Commissioner Terry Phillippe: Our one (1), two (2), three (3), four (4), five (5) appointees to the Economic Development Advisory Council.

Commissioner Dan Saylor: Make a motion to approve Jerry Aigner, Randall Pemberton, Brandon Hayes, Randall Miller, Tony Elsworth.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: 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).

METROPOLITAN PLANNING ORGANIZATION

Commissioner Terry Phillippe: To our Metropolitan Planning Organization.

Commissioner Bob Johnson: Make a motion to approve Dan Saylor.

Commissioner Terry Phillippe: I'll second that. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

EVANSVILLE REGIONAL ECONOMIC PARTNERSHIP

Commissioner Terry Phillippe: So, Evansville Regional Economic Partnership.

Commissioner Bob Johnson: Make a motion to approve Dan Saylor.

Commissioner Terry Phillippe: I'll second that. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

HEALTH BOARD

Commissioner Terry Phillippe: Page three (3). To our Health Board, we have one (1), two (2), three (3), four (4) appointees and I can tell you guys that I haven't had a chance to...

Commissioner Bob Johnson: Mr. President, I would like to table that, if you don't mind, to our next meeting.

Commissioner Dan Saylor: Make a motion to table.

Commissioner Bob Johnson: Second.

Commissioner Terry Phillippe: All in favor, aye.

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

Commissioner Terry Phillippe: Aye. Motion carries three, zero (3-0). Is this LEPC, have we already had that?

PIGEON TOWNSHIP SEWER DISTRICT

Commissioner Terry Phillippe: Our appointee to the Pigeon Township Sewer District.

Commissioner Bob Johnson: Make a motion to approve Mike Moesner.

Commissioner Dan Saylor: 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).

PROPERTY TAX ASSESSMENT BOARD

Commissioner Terry Phillippe: Our appointees to the Property Tax Assessment Board. There are three (3).

Commissioner Dan Saylor: Make a motion to approve Beau Dial, no, that's John.

Commissioner Bob Johnson: That's John.

Commissioner Dan Saylor: Sorry. John Goth, Madolyn O'Neal, and Angela Wilder.

Commissioner Bob Johnson: I'll 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).

REDEVELOPMENT COMMISSION

Commissioner Terry Phillippe: And to the Redevelopment Commission, four (4) members.

Commissioner Bob Johnson: Make a motion to approve Randall Miller, Randall Pemberton, Brandon Hayes, and Tony Elsworth.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: 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).

SOLID WASTE MANAGEMENT DISTRICT

Commissioner Terry Phillippe: Our appointee, this is somebody that was voted in as a replacement in '22. So, we're just confirming her '23 appointment. I believe, Solid Waste Management District.

Commissioner Dan Saylor: Make a motion to approve Tracee Matthews.

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).

SOUTHWESTERN INDIANA REGIONAL DEVELOPMENT AUTHORITY

Commissioner Terry Phillippe: On to Southwestern Indiana Regional Development Authority.

Commissioner Bob Johnson: Make a motion to approve Dan Saylor and Randall Miller.

Commissioner Terry Phillippe: I second that motion. All in favor?

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

TOURISM COMMISSION

Commissioner Terry Phillippe: To the Tourism Commission.

Commissioner Bob Johnson: I'd like to table until our next meeting please.

Heather Soberg: Is that a motion?

Commissioner Bob Johnson: Yeah.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: Have a motion to table and a second. All in favor?

Commissioner Bob Johnson: Aye.

Commissioner Dan Saylor: Aye.

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

WEED CONTROL BOARD

Commissioner Terry Phillippe: To the Weed Control Board, we have one (1) appointee.

Commissioner Bob Johnson: Make a motion to approve Jack Barkley.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: 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). That's a lot.

**COUNTY ADMINISTRATOR
CONSENT AGENDA
2023 PURDUE EXTENSION SERVICES AGREEMENT
WITH WEB ACCESS PROPOSAL
TRUESCRIPTS 2023 PRESCRIPTION DRUG PROGRAM
ACCEPTANCE OF DONATION OF BUILDING TO ANIMAL CONTROL
2023 INSURANCE RENEWALS
KELLER SCHROEDER SOFTWARE RENEWALS – BRITE SOFTWARE RENEWALS**

Commissioner Terry Phillippe: Okay, next order of business is our County Administrator.

Heather Soberg: Thank you, Mr. President. First, I have the Consent Agenda. That includes the County Auditor's Claim Voucher Reports, 12-28-2-2022 through 01-10-2023. Payroll date for 01-03-2023. Next is the Purdue University 2023 Extension Services Agreement. Next is the WTH Web Access Proposal. And I have the TrueScripts 2023 Description Drug Program. The acceptance of the Warrick Animal Guardians Donation of building at Animal Control location. Our 2023 Insurance Renewals. And the Sheriff's Department, Keller Schroeder Software Renewals and also their Brite Software Renewals.

Commissioner Bob Johnson: (Inaudible).

Heather Soberg: Yeah, well, yeah, that's, the Brite Software the (inaudible).

Commissioner Bob Johnson: You've got one (1) more.

Heather Soberg: That's not on the Consent Agenda, Sir.

Commissioner Terry Phillippe: Yeah, I think this is just....

Commissioner Bob Johnson: Oh, I'm sorry. Make a motion to approve the Consent Agenda.

Commissioner Dan Saylor: Second.

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

Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

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

Heather Soberg: Thank you.

(Certified Claims are located on Pages 17 through 19 of these Official Minutes)

(Payroll is located on Page 19 of these Official Minutes)

(2023 Purdue Extension Services Agreement is located on Pages 19 through 20 of these Official Minutes)

(WTH Web Access Proposal is located on File in the Auditor's Office)

(TrueScripts is located on Pages 20 through 24 of these Official Minutes)

(2023 Insurance Renewals is located on File in the Commissioner's Office)

(Keller Schroeder Software Renewals is located on Pages 25 through 29 of these Official Minutes)

(Brite Software Renewals is located on Pages 29 through 30 of these Official Minutes)

DECLARE SERVICE WEAPON SURPLUS FOR SHERIFF'S OFFICE

Heather Soberg: Next we have a Declaration of Surplus Weapon for the Sheriff's Department for a retiring member of the force.

Sheriff Mike Wilder: Sheriff Mike Wilder. It's common practice, obviously, if a Deputy retires with eight (8) years of service, they've always been given their service weapon. You might, if you read that, you might be a little confused because it's Scott Whitlow. He actually retired a while back, but he stayed on as Reserve Deputy and maintain his weapons that way. So, now he, just, I appointed him recently as a special Deputy Civilian at the Courthouse. So, he's no longer a Reserve Deputy. So now, I want to surplus that gun and go ahead and get him is weapon.

Commissioner Bob Johnson: Make a motion to approve.

Commissioner Dan Saylor: I'll second that.

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).

Commissioner Dan Saylor: Thank you, Sheriff.

ROAD USAGE AGREEMENT FOR WASSON ROAD

Heather Soberg: Okay, and the last thing I have is the Second Amendment to the Agreement for Road Usage, Peabody Coal Mine Crossing at Wasson Road. They want to relocate that.

Commissioner Terry Phillippe: Five hundred (500) feet north or south...

Heather Soberg: Yes. Fourteen hundred (1,400) feet.

Commissioner Terry Phillippe: Fourteen hundred (1,400) feet.

Heather Soberg: Um hum.

Commissioner Terry Phillippe: Just moving, moving across...

Heather Soberg: North. Um hum. That's it.

Commissioner Terry Phillippe: Counsel, anything? Seems pretty simple.

Commissioner Bob Johnson: 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).

Heather Soberg: Alright. That's all I have. Thank you, Sir.

Commissioner Terry Phillippe: Thank you.

(Wasson Road Usage Agreement, Peabody, is located on Pages 30 through 31 of these Official Minutes)

**COUNTY ATTORNEY
HANDBOOK AMENDMENTS**

Commissioner Terry Phillippe: Okay, next order of business is our County Attorney.

John Goth: I wanted to add two (2) things under my items Mr. President. First being review and approval of amended Employee Handbook Policy specifically regarding vehicles and equipment as well as paid time off, leave of absences. These have been circulated for your review and all this needs is a motion to approve.

Commissioner Bob Johnson: Both at one (1) time?

John Goth: Yes.

Commissioner Bob Johnson: 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).

(County Handbook Amendments are located on Pages 31 through 33 of these Official Minutes)

**UNDERWRITER ENGAGEMENT FOR THE PROPOSED
ISSUANCE OF JAIL PROJECT BONDS**

John Goth: And the other is an Underwriter Engagement that has been provided with respect to prospective jail project. This is a contract that would not obligate the County in any way. That's kind of the whole point of it is it's a pre-engagement. But, they need to submit it for...

Commissioner Dan Saylor: Compliance?

John Goth: Compliance, Federal Compliance and it's an action of the County so it should be approved in open meeting.

Commissioner Terry Phillippe: Got it.

Commissioner Dan Saylor: I make motion to approve the engagement letter.

Commissioner Bob Johnson: I'll 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).

John Goth: And that's all I have.

Commissioner Terry Phillippe: Thank you, Sir.

(Underwriter Engagement is located on Page 34 of these Official Minutes)

**COUNTY ENGINEER/HIGHWAY
DISTRICT 1 HIGHWAY/STORM WATER DECEMBER PAY APP 10**

Commissioner Terry Phillippe: Next order of business is our County Engineer and Highway Superintendent.

Bobby Howard: Thank you. The first item I have is the District 1 Highway/Storm Water December Pay App for Danco. And that amount has been reviewed and approved by the architect and that amount is eighty-eight thousand two hundred forty-five dollars and twelve cents (\$88,245.12).

Commissioner Bob Johnson: And Bobby, what does that leave us in retention?

Bobby Howard: We still have ninety...ninety...almost ninety-two thousand (\$92,000.00), I believe.

Commissioner Dan Saylor: And what Pay App number is this? I think like number three (3) or four (4). Does it say?

Bobby Howard: No, it just says December billing pay app number, no, this is ten (10).

Commissioner Dan Saylor: Is it ten (10)?

Bobby Howard: Yeah.

Commissioner Bob Johnson: Doesn't seem like we've done that many.

Commissioner Dan Saylor: I didn't know we did that many either.

Commissioner Terry Phillippe: So, eighty-eight-two-forty-five-twelve (\$88,245.12). Ninety-two (\$92,000.00) in retention.

Bobby Howard: Balance to finish after this is eighty-four thousand two hundred seventy-one dollars (\$84,271.00) on top of the retention.

Commissioner Dan Saylor: So, not only do we have the retention, we have another eighty-four thousand (\$84,000.00)?

Bobby Howard: Correct.

Commissioner Dan Saylor: What are you into? I know I've been in some of those meetings, but I've not really heard a date of completion, substantial completion date.

Bobby Howard: Well, as far as the billing itself goes, I know the generator won't be in until mid-February. Other than that, gas is going in now. And once that is in and then the heat can be energized when the water line gets energized. So that, last is sewer and the sewer line is being installed. The main extension is being installed by Ubelhor now and his development. And then the lateral will extend into his development.

Commissioner Dan Saylor: Perfect. Good deal.

Bobby Howard: So, there's a period of time that the line has to be air tested. I think after thirty (30) days after its installed maybe. But then Newburgh will let us hook up before the manifold testing has to be done. So, they'll, they're trying what they can do to get us in quicker.

Commissioner Dan Saylor: Air test on a sewer line. Is that a pressure line?

Bobby Howard: Yeah.

Commissioner Dan Saylor: Oh, okay.

Bobby Howard: I believe so. They do, they'll do some loads (inaudible).

Commissioner Dan Saylor: Sure.

Commissioner Bob Johnson: Bobby, how they coming on the hit list items?

Bobby Howard: I have not seen the, the summary of those. But they have been addressing them. And that item has also been getting a little longer. There's a couple of broken windows and garage doors that they have to replace and they may have done that this week already. I'm not sure. I haven't...

Commissioner Dan Saylor: I know, Bob, they worked, you know, they've worked on some. But the punch list is not complete by any means because they weren't, they weren't at what they call substantial completion yet. And he had the holidays and stuff.

Commissioner Bob Johnson: Right.

Commissioner Dan Saylor: So, I'd say they'll be working on that pretty, pretty hard now.

Commissioner Bob Johnson: Okay.

Bobby Howard: And they're bouncing back and forth between buildings.

Commissioner Dan Saylor: Yeah, yeah.

Commissioner Terry Phillippe: So, did we make a motion on that?

Commissioner Bob Johnson: Not yet.

Commissioner Terry Phillippe: Huh?

Commissioner Bob Johnson: Waiting for Dan.

Commissioner Dan Saylor: Oh, yes, so, you guys good?

Commissioner Terry Phillippe: Yep.

Commissioner Dan Saylor: I just, I can't get over, we've approved ten (10), just ten (10) pay apps. I make a motion to approve Pay App 10 for Danco for eighty-eight thousand two hundred forty-five dollars and twelve cents (\$88,245.12).

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).

(Danco Pay App 10 is located on File in the Auditor's Office)

GAS SERVICE EXTENSION WITH CENTERPOINTE ENERGY

Bobby Howard: Thank you. The next item I have is the Contract for The Gas Service Extension with Centerpointe Energy. The total to run the extended gas main and run two (2) inch service line to that same building, it was twenty-four thousand six hundred thirty-five dollars and fifty-eight cents (\$24,635.58). There's advanced credit on the building of twenty thousand eight hundred fifty-six dollars (\$20,856.00). So, our total is three thousand seven hundred seventy-nine dollars and fifty-eight cents (\$3,779.58). This is a contract for the extension. I've asked legal to review and I believe it's in order for signature.

John Goth: Correct.

Commissioner Bob Johnson: Make a motion to approved.

Commissioner Dan Saylor: Second.

Commissioner Terry Phillippe: 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).

(Gas Service Extension with Centerpointe Energy is located on File in the Auditor's Office)

**BRIDGE PREVENTATIVE MAINTENANCE FUNDING APPLICATION
BRIDGE 37 – BRIDGE 291**

Bobby Howard: I have one (1) more item that just got brought up today. INDOT is having their Bridge Preventative Maintenance Funding Application. It is due by the end of this month. I'm in the process of working on that application for Warrick County Bridges 37 and 291. Both of which our bridge inspection says that they could use a bridge deck overlay. So, that is what I'm going to apply for, for funding. This is a preventative maintenance funding mechanism. This is the first year INDOT has done this. So, I would like to enter into an agreement for Federal Aid Application Assistance with Lochmueller Group, who most recently just completed one (1) of these for Community Crossings. Basically, it's five hundred dollars (\$500.00) each bridge or a lump sum fee of one thousand dollars (\$1,000.00). And they can get me the cost estimates, permitting estimates, environmental estimates that need to be done in time for me to get this project paid for.

Commissioner Dan Saylor: And Bobby, you say that funding, federal versus local, is it eighty/twenty (80%/20%) or ninety/ten (90%/10%)?

Bobby Howard: I'd have to look. I know it's at least eighty/twenty (80%/20%).

Commissioner Dan Saylor: At least eighty/twenty (80%/20%)?

Bobby Howard: Yeah.

Commissioner Dan Saylor: Okay.

Commissioner Bob Johnson: Well, regardless, it needs to be done. So.

Commissioner Dan Saylor: I make a motion to approve the INDOT bridge funding request for bridge 37 in 297...?

Bobby Howard: 291.

Commissioner Dan Saylor: Or 291.

Commissioner Bob Johnson: And I'll second.

Bobby Howard: This is, yeah, and approval with Lochmueller Group to assist with the application.

Commissioner Dan Saylor: And as stated by Bobby. Put that in my motion.

Commissioner Terry Phillippe: Have a second?

Commissioner Bob Johnson: I'm good with that.

Commissioner Terry Phillippe: So, 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). Is that all, Bobby?

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

Commissioner Terry Phillippe: Thank you.

Commissioner Dan Saylor: Thank you.

**GRANTS DEPARTMENT
ARPA COMPETITIVE GRANT AGREEMENT
TOWN OF TENNYSON**

Commissioner Terry Phillippe: Okay, what's next? Next order businesses is grants department.

Sherrie Sievers: Sherrie Sievers, Warrick County Acquisition Administrator filling in for Grants Development Director Debbie Bennett-Stearsman. And I only have one (1) item on the agenda this evening. I'm asking for approval for the ARPA Competitive Grant Agreement for the Town of Tennyson. The Commissioners approved the ARPA Project on October 10, 2022 to improve Tennyson Community Center and Town Hall. The upgrades consist of cabinets, ceiling tile, drywall repair, paint, to new ovens in the Community Center, new flooring in Tennyson Town Hall. This replaces the original materials from construction of Town Hall forty-five (45) years ago in 1978. Total project cost is thirty-three thousand three hundred sixty dollars (\$33,360.00) with a match of three thousand three hundred sixty dollars (\$3,360.00) in ARPA funds in the amount of thirty thousand (\$30,000.00). Again, just asking for approval of the ARPA Competitive Grant Agreement for the Town of Tennyson.

Commissioner Bob Johnson: Make a motion to approve the grant for Tennyson.

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).

Sherrie Sievers: Thank you, Commissioners.

Commissioner Terry Phillippe: Thank you.

Commissioner Dan Saylor: Thank you.

(Town of Tennyson Grant Agreement is located on File in the Auditor's Office)

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**ITEMS FOR DISCUSSION
TONY O'NEAL – WARRICK EMS**

Commissioner Terry Phillippe: Next order of business is Items for Discussion. I believe Tony O'Neal from, is Tony here?

Commissioner Bob Johnson: Is he here? I don't see him.

Commissioner Terry Phillippe: Okay. We will do that another time. Anyone else have any business for the board?

Commissioner Dan Saylor: I have nothing.

Commissioner Bob Johnson: All good. Make a motion to adjourn.

Commissioner Dan Saylor: Second.

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


Commissioner Dan Saylor: Aye.

Commissioner Bob Johnson: Aye.

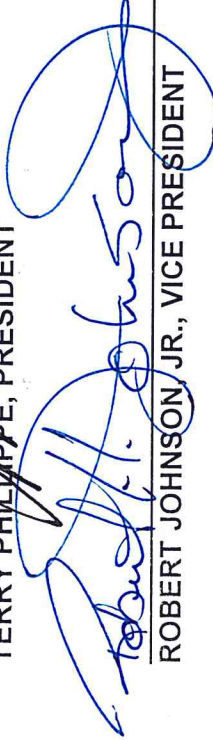
Commissioner Terry Phillippe: Aye. Motion carries three, zero (3-0).

ADJOURNMENT: Meeting adjourned at 4:29 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS



TERRY PHILLIPPE, PRESIDENT



ROBERT JOHNSON, JR., VICE PRESIDENT



DAN SAYLOR, MEMBER

ATTEST:


MICHAEL J. DIETSCH, AUDITOR
WARRICK COUNTY, INDIANA

WARRICK COUNTY COMMISSIONERS ORDINANCE # PC 2022-01
 PLAN COMMISSIONER DOCKET # 2022-01
 AN ORDINANCE TO AMEND THE WARRICK COUNTY, INDIANA
 COMPREHENSIVE ZONING ORDINANCE BY REZONING CERTAIN
 REAL ESTATE IN WARRICK COUNTY, INDIANA

BE IT ORDAINED BY COMMISSIONERS OF WARRICK
 COUNTY, INDIANA:

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

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

Part of Lot 2 in Martin Bell Subdivision, as per plat thereof, recorded in Document 2013R-002629 in the Office of the Recorder of Warrick County, Indiana, and the plat thereof, recorded in Document 2013R-002629, also part of the Northwest Quarter of the Southwest Quarter of Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana and being more particularly described as follows:

Commencing at the Northwest Corner of the Southeast Quarter of said Section 22; thence along the north line of said Quarter Quarter Section, South 88 degrees 58 minutes 14 seconds East 238.71 feet to the point of beginning; thence continue along the north line of said Quarter Quarter Section, South 88 degrees 58 minutes 14 seconds East 94.69 feet to a corner of Spring Section, thence along the West line of said Section, South 88 degrees 58 minutes 14 seconds East 147.80 feet to the beginning of the boundary of said subdivision, South 01 degrees 01 minutes 46 seconds West 313.70 feet to a corner of the north right-of-way of Wyatt Court; thence along the north right-of-way of Wyatt Court, North 88 degrees 58 minutes 14 seconds West 284.84 feet to the beginning of a curve to the right having a central angle of 89 degrees 22 minutes 54 seconds, a radius of 25.00 feet and a length of 114.80 feet; thence along the West line of said Lot 2, North 00 degrees 24 minutes 40 seconds East 50.27 feet to a corner of said Lot 2; thence along the boundary of said Lot 2 and parallel with the north line of said Quarter Quarter Section, South 88 degrees 58 minutes 14 seconds East 217.80 feet; thence parallel with the west line of said Quarter Quarter Section, North 00 degrees 31 minutes 28 seconds West 238.71 feet to the point of beginning and containing a gross area of 1.044 acres, more or less

Which real estate is zoned and classified as part of the "R-1" (Single Family Residential) District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said "R-1" District to said "PUD/R-1" District.

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

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

Scott D. Buedel
 Member
 BOARD OF COMMISSIONERS
 WARRICK COUNTY INDIANA

County Auditor: *[Signature]*
 Date Approved: 1-10-2023

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

[Signature]
 Signature
 Scott D. Buedel
 Printed Name

This document prepared by: Scott Buedel, Cash, Waggoner and Associates, PC
 414 Citadell Circle, Suite B, Evansville, IN 47715.

Warrick County Meeting Minutes for February, January 11th, 2023

Item #	Item Description	Amount	Account	Account Description	Amount
1000	Administrative Services	1000	1000	Administrative Services	1000
1001	Administrative Services	1001	1001	Administrative Services	1001
1002	Administrative Services	1002	1002	Administrative Services	1002
1003	Administrative Services	1003	1003	Administrative Services	1003
1004	Administrative Services	1004	1004	Administrative Services	1004
1005	Administrative Services	1005	1005	Administrative Services	1005
1006	Administrative Services	1006	1006	Administrative Services	1006
1007	Administrative Services	1007	1007	Administrative Services	1007
1008	Administrative Services	1008	1008	Administrative Services	1008
1009	Administrative Services	1009	1009	Administrative Services	1009
1010	Administrative Services	1010	1010	Administrative Services	1010
1011	Administrative Services	1011	1011	Administrative Services	1011
1012	Administrative Services	1012	1012	Administrative Services	1012
1013	Administrative Services	1013	1013	Administrative Services	1013
1014	Administrative Services	1014	1014	Administrative Services	1014
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1016	Administrative Services	1016	1016	Administrative Services	1016
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1018	Administrative Services	1018	1018	Administrative Services	1018
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1021	Administrative Services	1021	1021	Administrative Services	1021
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1049	Administrative Services	1049	1049	Administrative Services	1049
1050	Administrative Services	1050	1050	Administrative Services	1050

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EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The University agrees by the execution of this contract that in regards to its operation in Warrick County, Indiana: *WARRICK COUNTY*

1. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
2. County shall not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of race, sex, age, national origin, or ancestry, marital status, parental status, sexual orientation, gender identity or expression, or status as a veteran. Acceptance of this agreement signifies full compliance on the part of Warrick County, Indiana and Title VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. County agrees that no person shall on the grounds of race, sex, religion, color, sex, age, national origin or ancestry, marital status, sexual orientation, gender identity or expression, be denied the benefits of, or otherwise subjected to discrimination under any program activity or with respect to any matter directly or indirectly related to employment.
3. The provisions of the Affirmative Action Program adopted by the County as applicable are incorporated by reference as part of this agreement.
4. County further agrees:
 - a. To abide by Executive Order 11246, as amended, and the Rules and Regulations applicable thereto which prohibit discrimination in employment on the basis of race, sex, age, national origin, or ancestry.
 - b. To take affirmative action to employ and advance in employment qualified disabled veterans and Vietnam-Era Veterans as required by the regulations issued pursuant to those Acts which are incorporated by reference and made a part of the agreement.

FICA TAXES

The University shall pay all FICA taxes, from their own sources, for the employees who are the subject of this contract.

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

PURDUE UNIVERSITY COOPERATIVE EXTENSION SERVICE:

Beth Siple
 SIGNATURE _____
 Beth Siple
 Assistant Director Financial Affairs
 AG Sponsored Program Service
 Date 11/15/2022

COUNTY GOVERNMENT:
 BY: *Beth Siple*
 County Government Official
 Typed Name *Beth Siple*

Jason Henderson
 SIGNATURE _____
 Jason R. Henderson
 Senior Associate Dean and Director of Extension
 Date 11/16/2022

Jason Henderson
 Date
 President, Board of Commissioners

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APPENDIX I

Purdue Extension Contractual Services Agreement in Warrick County

The contractual services agreement between Purdue University and the government of Warrick County provides financial support for county extension services in agriculture and natural resources, health and human sciences, community development and 4-H youth development. These services include access to services from county educators, campus specialists at Purdue University, and other Extension staff.

In exchange for a payment in the amount of \$134,736.00 from Warrick County to Purdue Extension will provide Extension services through the Warrick County Extension, including three county educators. These staff will provide Extension services in the following program areas: agriculture and natural resources, health and human sciences, and 4-H youth development. Each educator will contribute to regional or statewide programs but will also contribute to local programs. The educators will also contribute to regional or statewide programs but will also contribute to local programs. State support for local services is allocated based on county size classification as determined by the State Board of Accounts. In addition, State support for local services is supported with larger state support. Counties may enhance local service delivery with additional funding, which would include hiring additional Purdue staff for the county Extension office.

Period: January 1, 2023 through December 31, 2023
Total Contractual Services Appropriation for Extension Educators:

UNPAID: \$124,736.00

The County Extension Director will also provide annually a report on Extension services provided in Warrick County during the calendar year and an accounting of county funds spent.

Additional benefits of contractual services:

- As employees of Purdue University, the Extension educators and program assistant have access to health, retirement, and other benefits of Purdue University.
- Each year, Purdue University provides funding for training and staff development for each educator to enhance their skills.
- Purdue University will provide for the high-speed internet connection and a technology allowance for each educator.
- Through a federally funded grant, a Community Wellness Coordinator's (CWC) provides the Nutrition Education Program to community and home interventions to bring about nutrition-related lifestyle changes.
- According to Indiana code 36-7-4-208, the agriculture and natural resource educator will serve on the county planning commission.

PURDUE UNIVERSITY COOPERATIVE EXTENSION SERVICE:

Beth Siple
 SIGNATURE _____
 Beth Siple
 Assistant Director Financial Affairs
 AG Sponsored Program Service
 Date 11/15/2022

COUNTY GOVERNMENT:
 BY: *Beth Siple*
 County Government Official
 Typed Name *Beth Siple*

Jason Henderson
 SIGNATURE _____
 Jason R. Henderson
 Senior Associate Dean and Director of Extension
 Date 11/16/2022

Jason Henderson
 Date
 President, Board of Commissioners

Prescription Program

INTRODUCTION

Warrick County Government Employee Benefit Plan (the "Employer") sponsors the Warrick County Government Employee Benefit Plan (the "Plan").

The Plan has two components: (1) this document which describes the prescription benefits available through the Plan ("Rx Program"); and (2) the medical component administered by MetLife ("Medical Component Plan"). Prescription benefits provided under the Rx Program are described in this document and are exclusively provided under and subject to the terms of this document, except as specifically provided herein. Non-prescription medical benefits are available under the Medical Component Plan.

Under no circumstance shall benefits be covered under both the Rx Program and the Medical Component Plan.

This document and the Medical Component Plan are deemed to be the plan document and summary plan description. For purposes of simplicity, this document incorporates by reference the following provisions from the Medical Component Plan: Eligibility; enrollment and termination of coverage; coordination of benefits; the Plan's Privacy and Security Rules; the appeal procedures (except as modified herein); COBRA continuation of coverage; general rights; exclusions and limitations; and ERISA information and rights; all of which shall be deemed to be fully set forth herein.

RETAIL PHARMACY

As a Participant in the Medical Component Plan, you are eligible for prescription benefits under the Rx Program. Your eligibility for benefits under the Rx Program ends on the date your coverage ends under the Medical Component Plan.

The Rx Program uses a network of preferred pharmacies ("Participating Providers") that have contracted with the Rx Program to charge Participants reduced fees for covered prescription drugs. In addition, certain drugs are provided at designated pharmacies. TrueScripts Management Services, LLC ("TrueScripts") provides claims processing and ministerial services for the Rx Program (but is not an insurer).

Any reimbursement by the Rx Program is determined per prescription ("script") by the reimbursement levels described herein, which is applied to each covered drug charge and is shown on the Schedule of Benefits. Scripts that exceed the identified per script annual limit will be excluded and not considered eligible expenses under the Plan or this Rx Program.

If a drug is purchased from a non-participating pharmacy or a participating pharmacy when the covered Participant's ID card is not used, the Participant must pay the entire cost of the prescription, including copay, and then submit the receipt for direct reimbursement to TrueScripts at 513 E. South St., Washington, IN 47501 or www.truecripts.com, subject to the terms of the Rx Program.

PARTICIPATING PHARMACY

The Rx Program has a network of participating retail pharmacies. You can find a local retail pharmacy by visiting www.TrueScripts.com and navigating to the Pharmacy Locator section or by calling TrueScripts at (844) 257-1955. Participating Providers will change, so you should check the above website or contact TrueScripts at the above phone number prior to obtaining pharmacy services or products.

Warrick County Govt Employee Benefit Plan Prescription Benefits Program SPD January 1, 2023 Page 2 of 13

DESIGNATED PHARMACY

If you require certain prescription drugs, TrueScripts may direct you to a designated pharmacy with which it has an arrangement to provide those prescription drugs. These drugs are listed on the formulary that can be found at www.truecripts.com or by calling TrueScripts at (844) 257-1955.

REIMBURSEMENT LEVELS

Benefits for eligible drugs are available for prescription drugs that are considered a covered expense as set forth in this document. The Rx Program pays benefits at different levels based upon prescription drug tiers as described below, subject to other exclusions described later in this summary. All prescription drugs covered by the Rx Program are categorized into these tiers on the Preferred Drug Formulary (PDF). The tier status of a prescription drug can change periodically, as frequently as monthly, based on TrueScripts' PDF Management Committee's periodic tier decisions. When that occurs, you may pay more or less for a prescription drug, compared to the previous time the drug's tier was decided. You may change pharmacies, for the most current information, call TrueScripts at (844)-257-1955. See the separate section below for Specialty Drugs.

Each tier is assigned a reimbursement level which is the amount the Rx Program pays. You will also pay a copay/coinsurance when you visit the Pharmacy. As an example, here is how the tier system works with 3 tiers:

1. Generic Tier is the lowest copay. For the lowest out-of-pocket expense, you should consider Generic Drug Tier drugs if you and your prescriber decide they are appropriate for your treatment.
2. Preferred Brand Tier is your middle copay. Consider a Preferred Brand Tier drug if no Generic Tier drug is available to treat your condition.
3. Non-Preferred Brand Tier is your highest copay. The drugs in Non-Preferred Brand Tier are usually costlier. Sometimes there are alternatives available in the Generic Tier or Preferred Brand Tier.

You are responsible for your deductible, if any, or paying the lowest of:

1. Any applicable copay or coinsurance that is lower than the deductible;
2. The network pharmacy's Usual and Customary Charge for the prescription drug; or
3. The price for the prescription drug using an applicable pre-negotiated discount card program, or
4. The prescription drug charge that TrueScripts agreed to pay the network pharmacy.

Pharmacy benefits apply only if your prescription is for an eligible expense. For excluded charges, you are responsible for paying 100% of the cost, and those charges do not count towards deductibles or maximum out of pocket. Amounts more than the Rx Program's specialty drug per script maximum are excluded. TrueScripts will assist Participants seeking reimbursement from third party resources but makes no guarantees.

Other programs or services, which may reduce a Participant's copay as outlined below, may be implemented by the Plan Administrator or procedurally changed by TrueScripts if, in their discretion and management of the plan, the program or service will benefit the Plan and Participant and there is a likelihood that Plan and/or

Warrick County Govt Employee Benefit Plan Prescription Benefits Program SPD January 1, 2023 Page 3 of 13

Participant expenses will be reduced over the longer term. Please see the Exclusion Section regarding the treatment of drugs for which manufacturers provide rebates, discounts, or other payment methods.

The Plan Sponsor may offer multiple levels of formularies (referred to as "Level 1," "Level 2," etc.). If a Plan Sponsor adopts a multiple level formulary, Participants will be automatically enrolled for benefits under the Level 1 Formulary, the terms of which are described herein. Upon request or if TrueScripts believes it is beneficial, a Participant will be provided information regarding the other Level(s), including enrollment opportunities, the amount of the premium equivalent a Participant will pay for enrolling in the enhanced Level(s), and other terms of such Level(s). This information is also available by calling TrueScripts at (844)-257-1955.

In addition to the traditional pharmacy benefit plan, the Prescription Drug benefit plan may provide coverage for prescription drugs imported into the United States from a pharmacy facilitated and approved through a plan approved international importation program. Drugs sourced and covered utilizing the international importation program may have associated member cost sharing waived. Drugs excluded by the Prescription Drug benefit plans are not eligible for coverage under the international importation program. Members should contact their international importation program to confirm if a drug is available through the Personal Importation program.

SCHEDULE OF BENEFITS PER PERSON

Plan Name: HDHP with H.S.A.

	1 - 30 DAY SUPPLY	31 - 90 DAY SUPPLY
Co-Insurance		
Generic	100% until deductible met / \$0.00 after deductible met	100% until deductible met / \$0.00 after deductible met
Brand Preferred	100% until deductible met / \$0.00 after deductible met	100% until deductible met / \$0.00 after deductible met
Brand Non-Preferred	100% until deductible met / \$0.00 after deductible met	100% until deductible met / \$0.00 after deductible met
SPECIALTY		
Specialty Tier 1	1 - 30 DAY SUPPLY 100% until deductible met / \$0.00 after deductible met	31 - 90 DAY SUPPLY Not Covered
Specialty Tier 2	100% until deductible met / \$0.00 after deductible met	Not Covered
Specialty Tier 3	20% to \$550.00 maximum	Not Covered
Specialty Tier 4	20% to \$2,000.00 maximum	Not Covered
Specialty Tier 5	20%	Not Covered
Specialty Tier 6	50%	Not Covered
Deductible		
Max Out of Pocket	RX & Medical Combined / Individual \$1,500.00 / Family \$3,000.00	
Family Deductible and Family Max OOP	RX & Medical Combined / Individual \$2,500.00 / Family \$5,000.00	

Family Deductible and Family Max OOP are not embedded. If group health plan is intended to be a high deductible health plan (HDHP), benefits will be processed to maintain HSA eligibility.

Plan Name: PPO			
Copay			
Generic	1 - 30 DAY SUPPLY	31 - 90 DAY SUPPLY	
	\$10.00	\$10.00	
Brand Preferred	\$20.00	\$20.00	
Brand Non-Preferred	\$20.00	\$20.00	
SPECIALTY			
	1 - 30 DAY SUPPLY	31 - 90 DAY SUPPLY	
Specialty Tier 1	\$10.00	Not Covered	
Specialty Tier 2	\$20.00	Not Covered	
Specialty Tier 3	20% to \$550.00 maximum	Not Covered	
Specialty Tier 4	20% to \$2,000.00 maximum	Not Covered	
Specialty Tier 5	20%	Not Covered	
Specialty Tier 6	50%	Not Covered	
Deductible	N/A		
Max Out of Pocket	RX & Medical Combined / Individual \$8,550.00 / Family \$17,100.00		

Family Max OOP is embedded. If group health plan is intended to be a high deductible health plan (HDHP), benefits will be processed to maintain HSA eligibility.

The portion of a covered expense that is actually paid by the Participant will apply towards deductibles and coinsurance under Medical Component plan only if you enroll in the Integrated Medical Component Plan. Deductibles, coinsurance, and co-pays apply towards applicable out of pocket limits.

SPECIALTY PHARMACY SCHEDULE OF BENEFITS PER PERSON

"Specialty Drugs" are medication that share one or more of the following characteristics:

- 1) Prescribed for a person with a complex or chronic medical condition,
- 2) Prescribed for orphan disease diagnoses,
- 3) Required for patient education, assessment, adherence, and support,
- 4) Can be difficult to administer,
- 5) Is an oral, injectable, inhalable, or infusible medication,
- 6) Has unique shipment or storage or other special handling requirements,
- 7) Is usually supplied by a limited pharmacy network,
- 8) High cost per fill.

A prior authorization is required for all Specialty Drugs, a list of which can be obtained by calling TrueScripts at (844) 257-1955. First time dispensing of a Specialty Drug may be limited to less than a 30-day supply when not prepackaged for a larger quantity. Additionally, a maximum unit of measure quantity limit per prescription year may apply to some Specialty Drugs. Covered prescription injectable(s) and certain other specialty drugs such as chemotherapies may only be available through a designated specialty pharmacy. Specialty Drugs are categorized into the above Copay Tiers under Schedule of Benefits or as determined by TrueScripts' PDF Management Committee.

For specialty drug maximum unit of measure quantity limit coverage per person/calendar year and Specialty

Warrick County Govt Employee Benefit Plan Prescription Benefits Program SPD January 1, 2023

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Drugs available through the Specialty Pharmacy contact TrueScripts Member Care Team at (844)-257-1955. Further, some Specialty Drugs may be excluded from the Specialty Level. A Participant who is prescribed a Specialty Drug should contact TrueScripts Member Care at the above phone number to determine if the Specialty Drug is excluded from the Participant's Formulary Level and to determine if other Formulary Levels are available to the Participant that cover the Specialty Drug.

DIRECT PARTICIPANT REIMBURSEMENT

In order for a request for reimbursement to be processed, a Participant must complete a prescription drug claim form and submit it to the Employer or at www.truescripts.com, attach the receipt, and submit it to TrueScripts at the following address:

TrueScripts Management Services
513 E. South St.
Washington, IN 47501
Attn: Claims Department

A Participant will be reimbursed the amount he/she paid to the pharmacy subject to the terms set forth in the Plan and this Rx Program.

CLINICAL TRIAL COVERAGE

Benefits for clinical trial coverage under this Rx Program will be administered consistently with the requirements of the Affordable Care Act. Please see the Medical Component plan document for terms related to clinical trials.

LIMITATION OF PHARMACY SELECTION

If TrueScripts determines that you may be using prescription drugs in a harmful or abusive manner, or with high frequency, your selection of network pharmacies may be limited. If this happens, you may be required to use a single network pharmacy that will provide and coordinate all future pharmacy services. Benefits will be paid only if you use the designated single network pharmacy, subject to the terms of this Rx Program.

SUPPLY LIMITS

Some prescription drugs are subject to supply limits that may restrict the amount dispensed per prescription order or refill. Additionally, a maximum unit of measure quantity limit may apply to Specialty Drugs. To determine if a prescription drug has been assigned a supply limit or maximum unit of measure quantity limit per person/plan year for dispensing call TrueScripts at (844)-257-1955. Whether or not a prescription drug has a supply limit or maximum unit of measure quantity limit coverage per person/calendar year is subject to TrueScripts' periodic review and modification.

Any one retail non-specialty prescription is limited to a ninety (90) day supply and any authorized refills, per Script.

"DISPENSE AS WRITTEN" DRUG PROVISION

The Rx Program requires that retail pharmacies dispense generic when available unless the prescriber specifically prescribes a brand name drug and marks the prescription "dispense as written." "Dispense as

Warrick County Govt Employee Benefit Plan Prescription Benefits Program SPD January 1, 2023

Page 6 of 13

Written" prescriptions may require a Prior Authorization.

Should a Participant choose a Brand name drug, rather than the generic equivalent when the prescriber does not indicate Dispense as Written, the Participant will be responsible for the applicable Brand name drug copay plus the cost difference between the Brand and generic drugs. Additionally, only the applicable Generic copay the Participant would have paid will apply toward the Participant's deductible and / or out-of-pocket maximum.

PRESCRIPTION DRUGS LOST AS A DIRECT RESULT OF A NATURAL DISASTER

Participants will be given the opportunity to prove that prescription drugs otherwise considered covered expenses were lost due to a natural disaster. Acceptable proof could include, but not necessarily be limited to, proof of other filed claims of loss (homeowner's, property, etc.).

COVERED EXPENSES

The following are prescription products considered covered expenses under the Rx Program:

1. Medications that are necessary for the treatment of an illness or injury and are prescribed by a duly licensed medical professional; and
2. Medications which can be obtained only by prescription and dispensed in a container labeled "Rx Only";
3. The following non-prescription (OTC) drugs prescribed by a duly licensed medical professional:
 - a. Medications or vitamins as required by the Affordable Care Act, and
 - b. benefits
6. All other non-prescription OTC drugs that are included in the Medical Component Plan document;
4. Medications for medical treatment or prescription coverage not otherwise excluded by the Medical Component Plan of this Rx Program.
5. Covered medications prescribed and filled while the Participant is a Participant in this Rx Program.

Covered expenses under the Rx Program include Adjudication fees, Prior Authorization fees, and Specialty Care fees and expenses.

LIMITS AND EXCLUSIONS

The Rx Program's prescription drug benefits apply only when a Participant incurs a covered prescription drug charge. The covered drug charge for any one prescription will be limited to:

1. Refills only up to the number of times specified by a prescriber.
2. Refills up to one year from the date of order by a prescriber.

In addition to exclusions in the Medical Component Plan document, the following exclusions apply. One or more exclusions may apply to any prescription.

When exclusions apply to only certain prescription drugs, you can call TrueScripts at (844) 257-1955 for information about which prescription drugs are excluded. Excluded medications include:

1. Medications for any condition, injury, sickness, or mental health disorder arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are available under any workers' compensation law or other similar laws.
2. Any prescription drug for which payment or benefits are available as primary or secondary benefits under any state, or federal government (for example Medicare), whether or not payment or benefits are received, except as otherwise provided by law.
3. Medications available over the counter that do not require a prescription order or refill by federal or state law, before being dispensed, unless the plan has designated over-the-counter medication order or refill from a prescriber.
4. Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a prescription order or refill.
5. Compounded drugs that are available as a similar commercially available prescription drug.
6. Medications dispensed outside of the United States, except in an emergency and except for investigational or unproven treatment.
7. Durable medical equipment (prescribed and provided outside of the United States) and diabetic supplies and inhaler spacers specifically stated as covered in the Schedule of Benefits).
8. The amount dispensed (days' supply or quantity limit) which exceeds the applicable supply limit.
9. The amount dispensed (days' supply or quantity limit) which is less than the minimum supply limit.
10. Certain new drugs and/or new dosages, until they are reviewed and assigned to a tier by the TrueScripts PDM Management Committee, a list of which may be obtained by calling TrueScripts at (844) 257-1955.
11. Medications prescribed, dispensed, or intended for use during an inpatient stay.
12. Prescription drugs, including new prescription drugs or new dosage forms, that do not meet the definition of a covered expense.
13. Medications and/or at dosages determined to be experimental or investigational or unproven treatment.
14. (a) Except for the assistance provided in 1.4(b) below, if a drug manufacturer or third party provides for rebates, discounts, and/or reimbursement of all or a portion of the medication supply, that supply portion may be excluded under the terms of the Rx Program. Manufacturer information regarding eligibility for reimbursement about this exclusion may be obtained by calling TrueScripts. If a Participant is eligible for reimbursement, reimbursement from a manufacturer or third party, and does not apply to this rebate, discount, or reimbursement, the number of Scripts associated with that rebate, discount, and/or reimbursement will be excluded unless/until the Participant completes and submits an Affidavit establishing that the Participant did not apply and stating the reason(s) for the failure to apply or denied. The Participant's evidence that any application for such rebate, discount, and/or reimbursement was made, and the information supplied by the prescriber, TrueScripts will notify the Participant of the information supplied by the prescriber, the portion withheld, and the hours once the letter of medical necessity is received from the prescriber that the drug is or is not covered by the Plan. The request for Prior Authorization is considered to be a pre-service claim as described in the U.S. Department of Labor Regulations 2560.503-1 (issued November 21, 2000). TrueScripts authorization is not a guarantee that the drug is eligible for payment under the Rx Program or Plan.

Warrick County Govt Employee Benefit Plan Prescription Benefits Program SPD January 1, 2023

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tax exemptions.

15. All exclusions and limitations under the Medical Component Plan.
16. Medications that are illegal under applicable law.
17. In accordance with the preferred formulary and procedures implemented by TrueScripts, as Modified from time to time, certain prescriptions will be deemed processed under the Major-Medical portion of the Medical Component Plan, and therefore excluded under the prescription program. All other prescriptions covered by the Rx Program are excluded by the Major-Medical provisions of the Medical Component Plan.

DEDUCTIBLES AND OUT-OF-POCKET MAXIMUMS

The following amounts do not accrue towards the total covered expenses that are the responsibility of the Participant and do not accumulate toward the applicable Deductible and/or Out-of-Pocket Maximum:

1. Premiums,
2. Expenses that are excluded under the Rx Program,
3. Expenses in excess of the reasonable and customary charges for services or supplies,
4. Expenses in excess of any maximum quantity list in the Rx Program,
5. Penalties,
6. Expenses reimbursed, waived, or covered through manufacturer or third-party assistance programs or discount programs,
7. Expenses for brand-name drugs above the applicable generic copay the Participant would have paid as outlined in the "Dispensed as Written Drug Provision," and/or
8. Any cost related to a drug that is partially or wholly excluded.

PRIOR AUTHORIZATION REQUIREMENT

TrueScripts has been retained by the Plan Administrator to provide Prior Authorization services for a particular set of drugs. The Plan has approved a predetermined set of criteria to be applied to this Prior Authorization process. For a drug which is subject to Prior Authorization to be covered by this Rx Program; the Pharmacist, Participant, or prescriber must call the TrueScripts Customer Care Department to obtain Prior Authorization before the drug is purchased. TrueScripts will fax the prescriber the necessary forms to obtain authorization. If a member of any program requires documentation from a prescriber that the Participant has tried a minimum number of medications and that the drug is identified as Tier 1, the Participant is not required to change medications, but it will not be covered under the Rx Program unless approved through TrueScripts. For more information on this Step Therapy program, please contact TrueScripts at (844) 257-1955 or visit www.truescripts.com.

The Rx Program may include a Step Therapy program which promotes the utilization of certain Preferred Drugs in specific drug categories such as cholesterol lowering statins and proton pump inhibitors (gastro-intestinal agents); however, others may be identified. Certain drugs have been identified which will not be covered under the Rx Program if the Step Therapy program has not been followed and a Prior Authorization is obtained. The Step Therapy program requires documentation from a prescriber that the Participant has tried a minimum number of medications and that the drug is identified as Tier 1. TrueScripts will notify the pharmacy/Participant or prescriber who submits a request for authorization. TrueScripts will notify the pharmacy/Participant or prescriber that the drug is or is not covered by the Plan. The letter of medical necessity is received from the prescriber that the drug is or is not covered by the Plan. The request for Prior Authorization is considered to be a pre-service claim as described in the U.S. Department of Labor Regulations 2560.503-1 (issued November 21, 2000). TrueScripts authorization is not a guarantee that the drug is eligible for payment under the Rx Program or Plan.

Warrick County Govt Employee Benefit Plan Prescription Benefits Program SPD January 1, 2023

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For a list of drugs that require prior authorization, please visit www.truescripts.com or by calling (844) 257-1955.

-APPEALS A DENIED CLAIM OR PRIOR AUTHORIZATION

Procedures to appeal denial of claims, services or pre-authorization requests are set forth in the Medical Component Plan and are deemed incorporated herein. However, all appeals for Rx Program shall be sent to and administered by:

TrueScripts Management Services, LLC, C/O Appeals Dept.,
513 E. South St.,
Washington, IN 47501.

TrueScripts has the discretionary authority to determine the right to benefits and any appeals under the Rx Program.

EMERGENCY SUPPLY

For covered medications and in instances in which a Prior Authorization cannot be immediately obtained, Participants may receive and be reimbursed for up to a 72-hour supply of a covered outpatient drug as an "emergency supply." Such emergency supply must be obtained in accordance with the Rx Program.

PREVENTIVE CARE SCHEDULE OF BENEFITS PER PERSON PER CALENDAR YEAR

The Plan routinely covers exams and screenings that prevent and identify early certain medical conditions. In accordance with the Affordable Care Act, the Rx Program covers services for preventive care at 100%.

Contraceptive Preventive Care

The Rx Program will cover certain contraceptive preventive care prescriptions or devices for women without having to pay a deductible, coinsurance, or copayment.

There are some contraceptive prescriptions for which Participants will have to pay a deductible, copayment, or copayment. For more information on contraceptive prescriptions, follow the below guidelines for prescriptions that will be covered with no cost sharing.

The Rx Program benefits cover female contraceptive prescriptions with no cost sharing for Participants receiving these drugs or devices for the prevention of pregnancy that are:

1. Prescribed by a prescriber,
2. Generic,
3. Brand-name drugs without a generic or therapeutic equivalent, and
4. Obtained from an in-network pharmacy.

The Rx Program will also cover brand name drugs where a generic is available with no cost sharing if approved thru the TrueScripts Prior Authorization process. Contraceptives not included in the above will be covered at the applicable Participant's cost share.

Additional Preventive Care

Additional preventive prescription drug benefits covered according to the Affordable Care Act include the Warrick County Govt Employee Benefit Plan Prescription Benefits Program SPD January 1, 2023

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following if:

1. Prescribed by a licensed prescriber,
2. Are generic,
3. Are brand-name drugs without a generic equivalent, and
4. Are obtained from an in-network pharmacy.

Aspirin	Quantity Limit: 1/day	Aspirin products up to 325mg
Bowel prep medications	Age limit 45-75 years of age	All prescription products, including OTCs if processed as a prescription. Brand names will be covered only if it doesn't have a generic.
Fluoride - Chemoprevention of dental cavities	Age limit ≤ 6 years of age	Sodium fluoride products - Sodium fluoride tab 0.5mg - 1mg - Sodium fluoride chew tab 0.25mg - 0.5mg - Sodium fluoride solution
Folic Acid - Supplementation with folic acid	Women planning or capable of pregnancy Quantity limit: 1/day	Folic acid products only, not in combination.
Vitamin D for fall prevention	Age limit ≥ 65 years of age	Vitamin D
Statins	Age limit 40-75 years	All generic statin products in low to moderate doses, plus additional doses of generic statin products to the extent determined preventive by the Plan Administrator.
Breast Cancer	Females only, ages ≥ 35 years of age	Prescribed chemoprevention medications for women at increased risk of breast cancer.
Iron supplements	Age limit 6 to 12 months at risk for anemia	All dosage forms covered.
PREP	PREP diagnosis only	Generic Truvada
Immunizations	Any Prescribed	Age limit ≥ 50 years of age

Warrick County Govt Employee Benefit Plan Prescription Benefits Program SPD January 1, 2023

Tobacco Cessation	vaccination administered at a pharmacy. Up to a 90-day supply of prescribed tobacco cessation drugs two times in 365 calendar days.	for Shingrix and Zostavax The prescriber must prescribe all smoking cessation products for use within the 90-day treatment time frame.
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Other Terms

The Plan Administrator may approve certain charges or expenses that are otherwise excluded if it determines, in its sole discretion, that the Plan and participant will benefit, and there is a likelihood that Plan expenses will be reduced over the longer term. If third party funding, discount, or rebate is available, TrueScripts may allocate up to the total amount available proportionately over the remaining calendar months in the Plan Year and treat such proportionate amount as an excluded expense in each respective month.

When Participation Begins

Upon enrollment in the Medical Component Plan, you will be able to access prescription benefits under the Rx Program.

When Your Participation Ends

Your participation in the Rx Program ends on the date you are no longer covered under the Medical Component Plan.

MISCELLANEOUS

General

1. The Employer reserves the right to amend, modify, or terminate the Rx Program.
2. Neither the Employer nor the Service Providers guarantee the tax consequences of any reimbursements under this Rx Program.
3. Expenses which you claim as deductions or credits on your Federal Income Tax Return cannot be reimbursed under the Rx Program.

Oral Statements

No oral statement of any person shall:

1. Modify or otherwise affect the benefits, limitations, or exclusions of the Rx Program,
2. Convey or void any coverage,
3. Increase or reduce any benefits of the Rx Program, or
4. Be used in the prosecution or defense of a claim under the Rx Program.

Plan is not Worker's Compensation Insurance

The coverage provided under the Rx Program does not replace, supplement, or provide a substitute for benefits to which you are entitled under worker's compensation; occupational disease; and similar laws.

The Rx Program does not cover health services or expenses, directly or indirectly, related to such services that are provided or payable under worker's compensation, occupational disease, and similar laws:

1. Even if you or the Employer are/is not properly insured or self-insured under such laws,
2. When you refuse to use your or the Employer's designated prescriber, or

Warrick County Govt Employee Benefit Plan Prescription Benefits Program SPD January 1, 2023

3. When you have not abided by the Employer's policy for treatment or reporting of a work-related illness/injury.

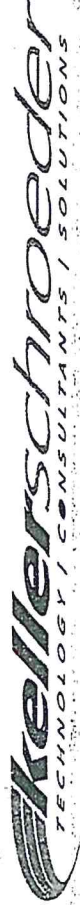
Anti-Assignment

No participant, beneficiary, or any other person such as a guardian, shall have the right to assign, transfer, alienate, mortgage, pledge, or otherwise encumber any benefit or right provided under the Rx Program, or any benefit or right provided by ERISA related to the Rx Program. This includes, but is not limited to, the right to file claims or appeals, request information, and the right to bring a lawsuit seeking benefits, penalties, damages, or other relief. Any such attempted disposition thereof shall be void. Benefits will not be subject to attachment, garnishment, execution, or levy of any kind.

Notwithstanding the foregoing, this provision will not prevent direct payments to third party medical providers for the convenience of the Rx Program, the member, or claims administrator. The Plan Administrator reserves the discretionary authority to determine the validity of any arrangement to direct the payment of benefits to a third party shall not be construed to give such party any rights under the Rx Program. Any payment to a third party shall not be construed to give such party any rights under the Rx Program, including any right to receive future payments or ERISA rights.

Plan Sponsor

[Signature]
1/11/2022



FILED
JAN 27 2023

WARRICK CO. AUDITOR

APPROVED JAN 09 2023

FAP

We have prepared a proposal for you
Smartnet Renewal 2/8/23
Proposal # 009569 v1

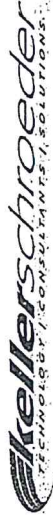
Prepared for:
Warrick County Sheriff Dept

Prepared by:
Ty Eblen

November 23, 2022

Physical servers
Vm's run on.

E911 Budget



Smartnet

Contract Number	Product Number	Serial Number	Contract Type	Price / QTY	Est. Price	Contract Start Date	Contract End Date	
New	UCSC-C240-M55X	WZP23331840	C4P	\$1,332.32 1	\$1,332.32	2/9/2023	2/8/2024	
New	UCSC-C240-M55X	WZP23338187E	C4P	\$1,332.32 1	\$1,332.32	2/9/2023	2/8/2024	
New	UCSC-C240-M45X	FCH2111V0TG	C4P	\$1,133.00 1	\$1,133.00	2/9/2023	2/8/2024	
New	UCSC-C240-M45X	FCH2111V0SG	C4P	\$1,133.00 1	\$1,133.00	2/9/2023	2/8/2024	
New	CJ000-48P-4X-L	PSZ26281232	SNT	\$214.27 1	\$214.27	7/25/2023	2/8/2024	
							Subtotal:	\$5,144.91

Smartnet Notes

- **SIMPLIFY AND SAVE WITH MULTI-YEAR**
 - o Co-term all existing agreements to a single concise agreement and only one renewal date that we manage for you
 - o On average, the cost of SmartNet increases 5-7% per year. Lock in your price and avoid annual increases
 - o Take advantage of deeper discounts on multi-year agreements
 - o Make the most of the multi-year incentives while making yearly installments through 0% Financing at Cisco Capital

Smartnet Renewal 2/8/23



Prepared by:
Keller Schroeder - Evansville
Ty Eblen
(812) 492-7354
teblen@kellerschroeder.com

Prepared for:
Warrick County Sheriff Dept
100 State Road 62 West
Boonville, IN 47601
(812) 807-6180
awilliams@warrickcountysheriff.com

Proposal Information:
Proposal #: 009569
Version: 1
Delivery Date: 11/21/2022
Expiration Date: 12/21/2022

Proposal Summary

Contract	Amount
Smartnet	\$5,144.91
Total:	\$5,144.91

Pricing subject to change at any time. Price does not include installation. 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. Restocking fees will apply to any merchandise returned after 30 days.

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

Keller Schroeder - Evansville

Signature: _____
Name: Ty Eblen
Title: Select Account Manager
Date: 11/21/2022

Warrick County Sheriff Dept

Signature: _____
Name: Terry Schulte
Date: 01/05/2023



FILED
JAN 27 2023

WARRICK CO. AUDITOR

APPROVED JAN 09 2023

WSD Veeam Renewal 1-30-23
Proposal # 009564 v1

Backup

Prepared for:
Warrick County Sheriff Dept

Prepared by:
Ty Eblen

November 21, 2022

E911 Budget



Renewals

Manufacturer	Product Details	Serial Number	Price	Qty	Ext. Price
Veeam Software	Veeam Backup Essentials Universal License Migration Subscription License - 50 Instance - 1 Year		\$1,631.45	1	\$1,631.45
Veeam Licensing will expire on 1-30-23.					Subtotal: \$1,631.45

WSD Veeam Renewal 1-30-23



Prepared by:
Keller Schroeder - Evansville
Ty Eblen 492-7354
teblen@kellerschroeder.com

Prepared for:
Warrick County Sheriff Dept
300 W. Washington Ave
Boonville, IN 47601
Sherry Williams
(812) 857-6180
swilliams@warrickcountysheriff.com

Proposal Information:
Proposal #: 009564
Version: 1
Order Date: 11/21/2022
Expiration Date: 12/31/2022

Proposal Summary

Description	Amount
Renewals	\$1,631.45
Total:	\$1,631.45

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.

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Keller Schroeder - Evansville

Warrick County Sheriff Dept

Signature: _____
Name: Ty Eblen
Title: Select Account Manager
Date: 11/21/2022

Signature: _____
Name: Terry Phillippe
Date: 01/05/2023



FILED
JAN 27 2023

Richard D. Williams
WARRICK CO. AUDITOR

APPROVED JAN 09 2023

We have prepared a proposal for you
VMware Renewal 1/30/23
Proposal # 009392 v1

Virtual Servers
CAD

Prepared for:
Warrick County Sheriff Dept

Prepared by:
TY Eblen

December 01, 2022

E911 budget



VMware Renewal

Manufacturer Name	Product Description	Serial Number	Price	Qty	Ext. Price	Contract Start Date	Contract End Date	
VMware	PRODUCTION SUPPORT ESSENTIALS VSPHERE 6 ESSENTIALS PLUS KIT FOR 3 HOSTS (MAX 2 PROCESSORS PER HOST)		\$1,132.88	1	\$1,132.88	1/31/2023	1/30/2024	
							Subtotal:	\$1,132.88

VMware Renewal 1/30/23



Prepared by:
Keller Schroeder - Evansville
Ty Eblen
(812) 492-7354
teblen@kellerschroeder.com

Prepared for:
Warrick County Sheriff Dept
100 State Road 62 West
Boonville, IN 47601
Sheriff Williams
KWilliams@warrickcountysheriff.com

Proposal Information:
Proposal #: 009392
Version: 1
Delivery Date: 12/01/2022
Expiration Date: 01/27/2023

Proposal Summary

Description	Amount
VMware Renewal	\$1,132.88
Total:	\$1,132.88

Pricing subject to change at any time. Proposal does not include materials or any other service unless otherwise noted. Proposal is not binding until a signed Purchase Order (PO) is received. All prices are based on current market prices and are subject to change without notice. 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.

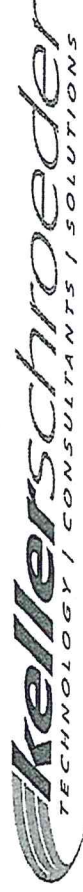
---This document is a CONFIDENTIAL proposal and is solely intended for the use of the intended recipient. This document may not be shared with any other parties without written permission from Keller Schroeder.

Keller Schroeder - Evansville

Warrick County Sheriff Dept

Signature:
Name: Ty Eblen
Title: Select Account Manager
Date: 12/01/2022

Signature:
Name: Ty Eblen
Date: 01/05/2023



FILED

JAN 27 2023

Richard C. Pritchard
WARRICK CO. AUDITOR

APPROVED JAN 09 2023

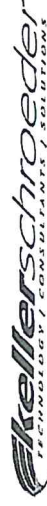
We have prepared a proposal for you
WSD - vsphere 7 Upgrades
Proposal # 009797 v1

Prepared for:
Warrick County Sheriff Dept

Prepared by:
Ty Eblen

January 03, 2023

*Upgrade
Software on
VM Servers*



KS Statement of Work

Prepared By:
*Ty Eblen, Select Account Manager,
Steve Elin, Senior Consultant,
Erin Nellis, Director, Infrastructure Operations*

Project Statement

Keller Schroeder (herein referred to as "KS") will provide Warrick County Sheriff Dept (herein referred to as "Client") Systems Consulting as required to perform a vsphere upgrade. The tasks of this proposed project are outlined below.

Project Scope

The project consists of upgrading vsphere 6.7 infrastructure to vsphere 7 including support systems and firmware to maintain compatibility. Work will be completed remotely.

Project Tasks

Keller Schroeder Responsibilities

- Upgrade vCenter to version 7
- Upgrade ESXi hosts to version 7
- Upgrade ESXi host firmware

Warrick County Sheriff Dept Responsibilities

- Client will provide remote access to all applicable systems
- Client will provide necessary hardware for vCenter upgrade
- Client will provision vsphere 7 license keys (KSA can assist with upgrading keys)

Proposal #009797 v1

Page: 2 of 5

Keller Schroeder Assumptions

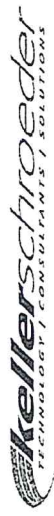
- All tasks allocated to KS personnel will be performed on-site at Client's offices or the KS offices as deemed appropriate by the KS consultant. Should travel be required by KS Consultants to additional facilities, additional services fees and travel expenses would be incurred.
- KS will be provided the necessary physical & system access to perform project tasks as outlined in the Project Scope section of this document. This will include Administrator level access to systems either by means of the Administrator account or a separate account with Administrator privileges.
- KS will require a primary implementation point of contact that will work with KS engineers during the project.
- Client is responsible for all tasks not specifically listed as Keller Schroeder responsibility as they pertain to the steps outlined in this document. This includes any network configuration changes, appropriate prerequisite software updates/patches, changes to environmental considerations such as power, and other infrastructure related tasks.
- Client will coordinate any 3rd party resources as required to complete the project phases.
- Client is responsible for all required system backups.
- Client will have in place all necessary cabling (e.g. Ethernet cabling) and sufficient AC power for connectivity of any equipment being added as a result of this project. In addition, all network jacks must be labeled and documented for ease of access during this project.
- Client will provide all necessary hardware, software media and licensing prior to scheduled project tasks in order to complete the implementation as outlined within this document.
- KS retains the right to integrate different engineers during the timeline of the project as deemed appropriate and necessary to provide the best possible service based on required tasks.
- KS will rely on Client staff to coordinate any communication with Client employees or business partners related to the implementation process.
- Client is responsible for allocating personnel at remote sites to facilitate appropriate testing and troubleshooting during the implementation process.
- Client personnel will be provided the necessary safety training and apparel to meet Client standards for the environment in which they will be working. The expenses for these items, if any, will be passed through from KS to the Client.
- Any additions to the scope of work shown below will be billed at the project rate of \$172/hour.

Warrick County Sheriff Dept Assumptions

- If requirements dictate needs beyond the scope of the outlined KS assumptions, Client will coordinate with the on-site KS personnel to determine if additional resources are needed to start additional Statements of Work for those specific project needs. Upon approval of the additional SOW, KS will deploy additional technical staff specifically for those projects.
- KS will provide the same engineering staff to the greatest extent possible for the duration of this agreement to maximize the benefits of familiarity with the Client environment.

Proposal #009797 v1

Page: 3 of 5



KS Services

Manufacturer	Product Details	Price	Qty	Ext. Price
Keller Schroeder	Professional Services - T&M Keller Schroeder recommends including implementation services to ensure current best practices and security guidelines are followed during implementation and deployment. If the client chooses to forego implementation services, they agree to accept the security and performance risk associated with best practice implementation guidance is not followed.	\$172.00	12	\$2,064.00
Subtotal:				\$2,064.00

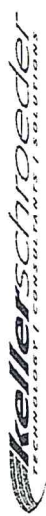
WSD - vsphere 7 Upgrades



Prepared by:
Keller Schroeder - Evansville
(812) 492-7354
tobion@kellerschroeder.com

Prepared for:
Warrick County Sheriff Dept
10000 W. US Hwy 41 West
Boonville, IN 47801
Sherry Williams
swilliams@warrickcountysheriff.com

Proposal Information:
Proposal #: 009797
Delivery Date: 01/03/2023
Expiration Date: 01/10/2023



Proposal Summary

Description	Amount
KS Services	\$2,064.00
Total:	\$2,064.00

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

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

Keller Schroeder - Evansville

Warrick County Sheriff Dept

Signature:
Name: Ty Eblen
Title: Select Account Manager
Date: 01/03/2023

Signature:
Name: Sherry Williams
Date: 01/03/2023

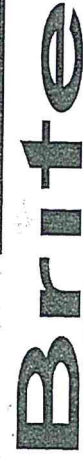
Brite

APPROVED JAN 09 2023

We have prepared a quote for you
Warrick County Sheriff's Office - IN - 2023 NetMotion Renewal
Quote # 003552
Version 1

Prepared for:
Warrick County Sheriff's Office - IN
Sherry Williams
swilliams@warrickcountysheriff.com
*NPN for mobiles
(call agencies)*

E911 Budget



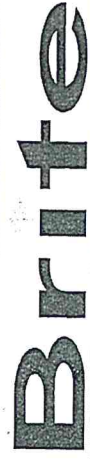
Items

PRODUCT/DESCRIPTION	QTY	PRICE	CRS PRICE
NMCOMPONR Netmotion Wireless	1	\$11,040.00	\$11,040.00
Full access to the NetMotion platform and all of its features, powering security, visibility and connectivity use-cases. Includes the software defined perior SDP, enterprise VPN and experience monitoring solutions. (Effective from 2/24/2023 through 2/23/2024)			
* 92 Devices *			
Subtotal:			\$11,040.00

Quote#003552 v1

www.brite.com | salesinfo@brite.com | 1-800-333-0428

Page: 2 of 3



Warrick County Sheriff's Office - IN - 2023 NetMotion Renewal



Prepared by:
 Brite
 Steven Hecht
 14055 W. Main St.
 Boonville, IN 47601
 Fax 585-758-0232
 shecht@brite.com

Prepared for:
 Warrick County Sheriff's Office - IN
 131 East Locust
 Boonville, IN 47601
 (812) 807-6180
 swilliams@warrickcountysheriff.com

Quote Information:
 Quote #: 003552
 Version: 1
 Delivery Date: 11/14/2022
 Expiration Date: 12/14/2022

Quote Summary

Description	Amount
Items	\$11,040.00
Total:	\$11,040.00

- Agreed upon payment terms: NET 30
- Any changes to the orders after acceptance may result in additional fees.
- Any returns must be accompanied by a return authorization and will be subject to restocking fees.
- Warranty: All products will be warranted against manufacturing defects for a period of 1 year from time of purchase and shall be planned in advance with a minimum of four (4) week notice period.
- All hardware and accessories will be invoiced when shipped.
- All subscriptions will be invoiced upon delivery of license.
- Terms and conditions listed within a Master Services Agreement or Statement of Work supersedes any listed here.
- Travel costs will be billed separately unless otherwise stated.
- Support is provided by the manufacturer unless otherwise stated.
- All taxes on this quote are estimated. Appropriate taxes will be calculated and included at the time of invoice.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Warrick County Sheriff's Office - IN

Signature:

Name:

Date:

Terry Williams
 01/05/2023

Quote#003552 v1

www.brite.com | salesinfo@brite.com | 1-800-333-0428

Page: 3 of 3

APPROVED: JAN 09 2023
 SECOND AMENDMENT TO AGREEMENT FOR ROAD USAGE
 (Wasson, Seven Hills, Holder Hill, Weyerbacher, and Stanley Roads)
 (1894-000087-00)

FILED
 JAN 27 2023
 WARRICK CO. AUDITOR

This Second Amendment to Agreement for Road Usage ("Amendment") is entered into by and between Warrick County, Indiana ("County"), and American Land Holdings of Missouri ("ALH"), a Delaware limited liability company, with principal offices located at 702 Market Street, St. Louis, Missouri 63101-1826 (hereinafter "ALH"),

WITNESSETH:

WHEREAS, County and ALH previously entered into that certain Road Usage Agreement, dated November 26, 2018 (herein the "Agreement"), pursuant to which ALH is permitted to use certain roads of Warrick County roads with overweight loads including heavy equipment, material, and product (collectively "Equipment") attached thereto, and more particularly described as follows:

A gravel crossing on Wasson Road three hundred (300) feet in width further described as being one hundred fifty (150) feet either side of a point located approximately four hundred fifty (450) feet south of the intersection of Wasson Road and Seven Hills Road in the Northwest Quarter of Section 35, T4S-R9W; and

A gravel crossing on Wasson Road three hundred (300) feet in width further described as being one hundred fifty (150) feet either side of a point located approximately four hundred fifty (450) feet south of the intersection of Wasson Road and Seven Hills Road in the Northwest Quarter of Section 35, T4S-R9W;

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WHEREAS, the parties wish to amend the Agreement as set forth herein.
 NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

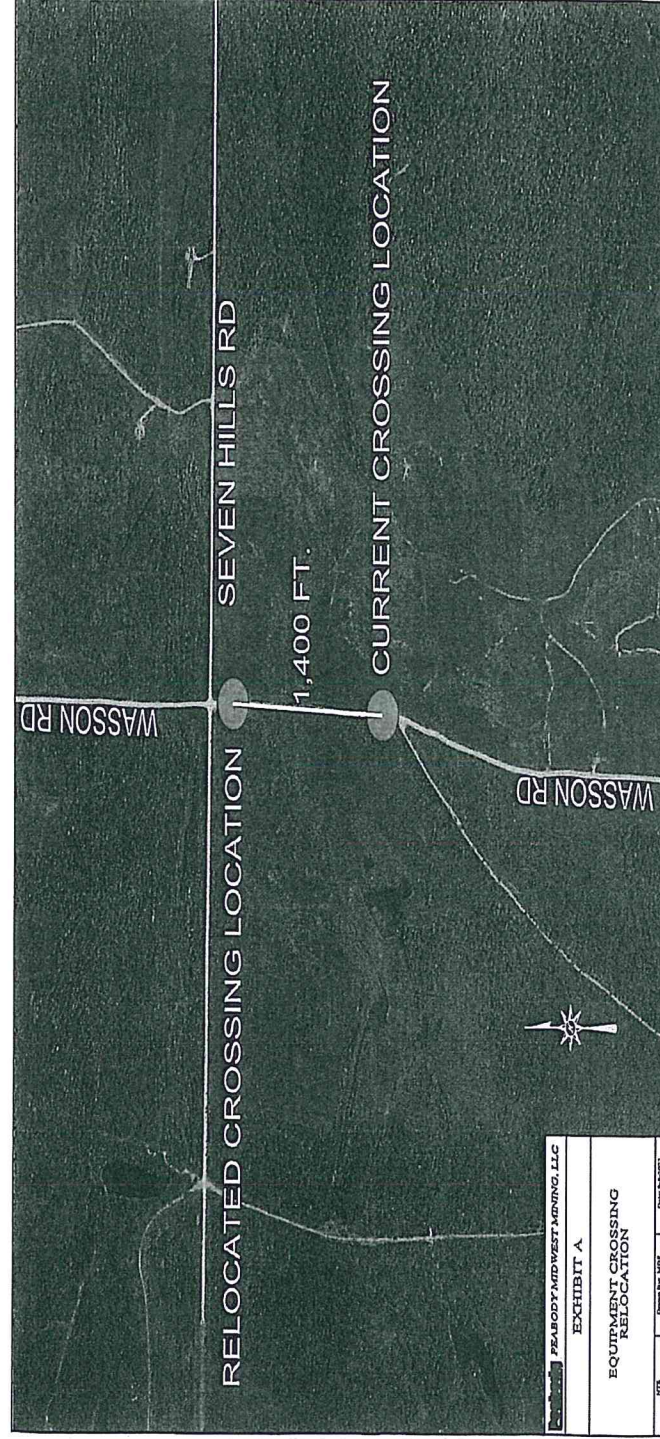
1. Amendment: The Agreement is hereby amended to grant ALH the right to relocate the Haul Road crossing on the north side of the existing crossing, as depicted on Exhibit "A" and more particularly described as follows:
 A gravel crossing on Wasson Road three hundred (300) feet in width further described as being one hundred fifty (150) feet either side of a point located approximately five hundred (500) feet south of the intersection of Wasson Road and Seven Hills Road in the Northwest Quarter of Section 35, T15-S19W
2. ALH agrees to cease use of the then-existing crossing upon the construction of the relocated crossing and restore such replaced portion of Wasson Road as required by the Agreement.

Effect of Amendment: No other amendment to the Agreement, except as set forth herein, is intended by this Amendment, as hereby amended, is hereby confirmed to be and shall remain in full force and effect.

3. Authority to Execute Amendment: ALH hereby represents and warrants that the persons designated below is a duly appointed officer of ALH and is fully empowered to execute this Amendment for and on behalf of ALH pursuant to the document by which ALH is established.

Dated this 9th day of January, 2023.
 AMERICAN LAND HOLDINGS OF INDIANA, LLC
 Terry Phyllis West, Vice President

ATTEST:
 Heather Sobers, Warrick County Administrator



**Section 7.18 of the Employee Handbook is hereby amended as follows:
 Vehicles and Equipment**

The Internal Revenue Code (IRC) requires the taxable value for the use of employer provided vehicles as additional compensation to employees. Employees may contact the Warrick County Human Resources Manager or Warrick County Legal Counsel with questions about the manner in which those regulations are applied by Warrick County. Each employee assigned a takehome vehicle should make sure he or she knows and understands the regulations and how they apply to the employee. Law Enforcement and Emergency vehicles are considered non-personal use vehicles.

Vehicles owned by the County shall be used for County business only. In such cases, incidental non-business stops (such as stopping for maintenance) are permitted. Only employees assigned take-home vehicles by the Warrick County Commissioners are authorized to use County vehicles for commuting purposes.

Personal use of County vehicles, other than commuting, for travel outside of Warrick County is prohibited (e.g. vacation use).

When using or in the possession of any County property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and Guidelines related to such County property.

Employees shall notify their Elected Official/Department Head/Supervisor if they are made aware of any problem, injuries, tools, or vehicles that appear damaged, defective, or in need of repair. Employees shall report such problems to their Elected Official/Department Head/Supervisor as soon as possible and prior to the start of their shift. The Elected Official/Department Head/Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

Employees operating County vehicles shall maintain any and all licenses and certifications legally required to operate assigned vehicles. An employee who operates a County vehicle is required to notify their Elected Official/Department Head/Supervisor and the Human Resources Manager in the event that the employee's driver's license, and/or any other license or certification necessary to operate said vehicle, is suspended or revoked. An employee's failure to notify their Elected Official/Department Head/Supervisor and the Human Resources Manager such license or certification suspension or revocation is subject to disciplinary action, up to and including termination.

Each occupant of a County or personal vehicle must wear appropriate seat belts and shoulder harnesses (if so equipped). Each employee is personally responsible for any fines incurred as a result of driving or parking violations. In addition, no employee is permitted, under any circumstances, to operate a County vehicle or personal vehicle for County business when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication.

The driver of a County vehicle shall obey all traffic and safety laws, except in the case of law enforcement personnel who are engaged in the performance of their duties as set forth in Indiana Code 9-21-1-8. Improper, careless, negligent, destructive, or unsafe use or operation of County equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination.

A County vehicle may be used only by the employee who has been authorized and approved for such use. All use of County vehicles by non-employees (including friends and family members) is prohibited. Any accidents, damages, or injuries involving, related to, or caused by the use of a County vehicle shall be immediately reported to the employee's Elected Official/Department Head/Supervisor and the Human Resources Manager.

Employees who violate these provisions shall be subject to discipline up to and including termination.

Section 8 of the Employee Handbook is hereby amended as follows:

8. LEAVES OF ABSENCES

8.1 Paid Time Off (PTO) Benefits

The County provides full-time Exempt and Non-Exempt employees ("Eligible Employees") with paid time off ("PTO") benefits in lieu of the traditional benefits of paid vacation, personal days, and sick days. For purposes of this Section 8, Elected Officials and part-time employees are not Eligible Employees, unless otherwise specifically provided.

PTO is intended to allow Eligible Employees paid time off from work for reasons such as vacation, personal illness, family illness, medical appointments, religious or ethnic holidays, personal or family business. County scheduled holidays, bereavement leave, and jury duty/court absence are not considered PTO and are not included in an Eligible Employee's earned and accumulated PTO amount.

PTO shall be taken by an Eligible Employee in accordance with the Warrick County's payroll procedure and in compliance with any State and Federal regulations or requirements. PTO may be taken at times that best accommodate the Eligible Employee's schedule, subject to departmental exceptions, including staffing requirements and business needs. Department Heads/Elected Officials/Supervisors will administer the PTO policy fairly/equitably and treat each employee in a non-discriminatory manner.

The amount of PTO to which an Eligible Employee is entitled for a PTO Leave Period (as defined below) is determined by said Eligible Employee's length of continuous service as a full-time employee. An Eligible Employees' first PTO Leave Period (i.e., the time in which PTO can be used) will begin on the first day following the satisfactory completion of said Eligible Employee's 90-day probationary period, unless otherwise noted herein.

PTO will begin to accrue during each pay period and will begin 01/01/2023. Eligible Employees are allowed to carry over a maximum of 360 hours of PTO each year. Additional PTO hours in excess of 360 hours require prior approval from the Warrick County Commissioners. An Eligible Employee requesting PTO must submit a request to the Department Head/Elected Official which will be submitted for formal prior consideration by the Warrick County Commissioners.

PTO pay shall be equal to an Eligible Employee's current rate of pay at the time PTO is taken and shall not include vacation pay. PTO will be accrued in specific forms of compensation. If a holiday is recognized by the County falls during an Eligible Employee's PTO Leave Period, said Eligible Employee will receive holiday pay for such day and will not be charged any count towards their PTO balance. However, if an Eligible Employee fails to obtain advance approval of PTO use on the work day before or the work day after an observed holiday, and fails to verify the illness of his or her Elected Official/Department Head/Supervisor, the Eligible Employee shall forfeit his or her pay for said observed holiday. PTO shall not be taken or paid out in advance of being awarded.

No PTO shall be earned while an Eligible Employee is on an unpaid leave of absence, except for instances where it is required by law, such as the Family Medical Leave Act (FMLA) and certain military leaves.

Eligible Employees are expected to manage their PTO balances and plan use of PTO during peak and non-peak operational times. Eligible Employees shall obtain prior approval of PTO (except in case of emergencies or unforeseeable circumstances, the determination of which rests solely with the Warrick County Commissioners) as follows:

- An employee's request for a PTO Leave Period of less than three (3) consecutive workdays must be approved by the employee's Elected Official/Department Head/Supervisor at least seven (7) days before commencing such leave.
- PTO Leave Periods of three (3) consecutive workdays or more must be approved by the Eligible Employee's Elected Official/Department Head/Supervisor at least fourteen (14) days in advance.
- Because each office/department has varying operations during the year, PTO may be approved on a more limited basis during such periods and the corresponding SOP's for these circumstances will prevail, so long as they have been previously approved by the Human Resources Manager.
- The max amount of consecutive PTO that can be taken is twenty-one (21) days unless the Eligible Employee is on an approved FMLA, ADA, or other federal leave.

PTO must be taken in minimum increments of 30 minutes. Eligible Employee absences that occur after all available PTO has been exhausted require a written statement from a licensed physician or other licensed medical professional verifying illness or injury. If provided to his or her Elected Official/Department Head/Supervisor, will be unpaid, will be treated as an

unexcused absence per Section 7.4 of the employee handbook, and will be subject to disciplinary action in accordance with the employee handbook. Subject to other provisions of Section 8, if an Eligible Employee has PTO available, said Eligible Employee must use such PTO when absent from work unless on an approved FMLA, ADA, or other state or federal leave. Exempt employees shall follow the same schedule and guidelines outlined above and are encouraged to speak with their Elected Official/Department Head/Supervisor or Human Resources Manager as to whether a certain absence should apply against their PTO balance.

8.2 Rules Governing Accrual and Use of PTO

All Eligible Employees will be awarded their 2023 vacation days in equivalent PTO hours in January 2023. Eligible Employees will receive all of their PTO hours per the PTO Earning Schedule based on service years completed as of the end of 2022.

Beginning January 1, 2023 all Eligible Employees shall receive a one-time frontload of PTO hours and begin accruing PTO hours, to be used beginning January 2023 based on service years completed as of December 31, 2022, as shown below.

8 Hour Employee

Years of Service	One-time (2023) Frontload Hours	PTO Hours Accrued per Pay Period (26)	Total PTO Hours Accrued per Year	Maximum Rollover per Year
Newly hired employees	80	6.769 ¹	Begin accrual upon hire	360
Years 1-7	80	6.769	176	360
Years 7-9	120	8.308	216	360
Years 10-19	160	9.85	256	360
Years 20+	200	11.385	296	360

Eligible Employees who receive the one-time distribution of frontload hours on January 1, 2023, must have been employed in 2022 and cannot use said frontload hours until after completion of their 90-day probationary period. Employees who receive PTO hours must utilize Frontload PTO hours prior to using any accrued PTO hours. However, any Sick Leave Repository hours shall be used prior to frontload PTO hours if an employee's absence is subject to Section 8.3. Frontload PTO hours will rollover if not used in 2023 and are eligible for payout upon termination under the same rules for accrued PTO hours.

Continuous employment shall be used in determining the amount of eligible earned PTO time for use or accrual. Employees who separate from the County's employment and are subsequently re-hired will not be returned any unused PTO or Sick Repository Time which the employee may have had at the time of the initial separation.

¹ PTO accrued by new Eligible Employees may not be used until after ninety (90) days of continuous employment.

A new timekeeping system will be adopted for Warrick County Government Employees in 2023 and will be used to track hours worked and PTO or Repository hours used.

Incentive Policy

In order to be eligible for incentive hours, Eligible Employees must be employed by the County at least one (1) full year on a full-time basis beginning January 1 of the qualifying year in which incentive hours may be earned as described below. Eligible Employees that comply with this PTO policy for the entire Calendar Year shall be granted additional hours of PTO to be available for the following calendar year. These are considered bonus hours, must be used by the end of the calendar year, and are subject to the eight (8) hour increments, are subject to all other requirements in this PTO policy, and are paid out upon termination. Incentive hours shall be provided according to the following schedule:

- Twenty-four (24) hours of incentive hours for those Eligible Employees who have no instances of non-compliance in the preceding calendar year.
- Sixteen (16) hours of incentive hours for those Eligible Employees who have only one (1) instance of non-compliance in the preceding calendar year.
- Eight (8) hours of incentive hours for those Eligible Employees who have a maximum of two (2) instances of non-compliance in the preceding calendar year.

Sell Back

Eligible Employees with twenty (20) or more years of service shall have the right to "sell" up to and including eighty (80) of their PTO Hours to the County. The County will pay the PTO hours, an Eligible Employee must make the request in writing and submit to the County Manager, the Human Resources Manager in order for the Human Resources Manager to obtain approval from the County Commissioners, which approval must be obtained no later than forty-five (45) days before the end of the calendar year.

Termination Pay Out

An Eligible Employee retiring or resigning in good standing shall be paid for a prorated amount of earned, unused PTO that has not been previously forfeited as verified by the employee's official/department head/supervisor. In addition, the resigning/retiring Eligible Employee must be terminated on the last day of one (1) year of continuous service to be paid out for any unused PTO. For example, an employee who resigns on 10/31/2022 will be eligible for PTO payout at the time of separation. An Eligible Employee who is terminated involuntarily with or without cause shall not be entitled to any pay out of earned, unused PTO.

Eligible Employees hired before April 2003, who resign/retire from employment with Warrick County shall be paid for the amount of PTO hours accrued in addition to any balance of said Eligible Employee's Sick Leave Repository. If not expired, the payout shall be calculated on the employee's current rate of pay at the time of separation and will be included on his or her final paycheck.

AN EMPLOYEE'S TERMINATION DATE MAY NOT BE EXTENDED TO GAIN AN ADDITIONAL PTO TIME.

Transition to other Departments

If an Eligible Employee transfers between offices/departments within the County, the Eligible Employee's balance of unused PTO leave shall be transferred to the new office/department unless used by the Eligible Employee prior to the effective date of transfer. Future accrual will be based on the new office/department's schedule. PTO hours will be earned according to the number of service years going forward the Eligible Employee currently has. If there is no break in employment, the service years also carry forward at the time of transition.

If an Eligible Employee becomes a part-time employee, the employee's unused PTO will be paid out in accordance with the termination section above in the County's next payroll run. Upon becoming a part-time employee, the employee is ineligible for PTO. If an Eligible Employee becomes an elected official, the employee will be paid out in accordance with the termination section above in the County's next payroll run. Upon becoming an elected official, said employee shall no longer be eligible for PTO. Should an elected official be hired as an Eligible Employee, they shall receive credit for the years of service as an elected official in determining how much PTO they shall be eligible for as an Eligible Employee, and will become eligible for PTO accrual thereafter. Should an elected official be hired as a part-time employee, said elected official is ineligible for PTO.

Highway/Storm Water Departments

Due to having a ten (10) hour work day and forty (40) hour work week in four (4) days, it is necessary to calculate differently to address the fact that an otherwise Eligible Employee in the Highway or Storm Water will need two (2) additional PTO hours to cover an absence for one (1) day than a non-Highway or Storm Water Department employee working eight (8) hour day in a forty (40) hour work week. Additional policies will be issued to illustrate how PTO will accrue for all Eligible Highway/Storm Water Department Employees.

Sheriff's Office

When transferring from the Sheriff's Office to a position in any other office/department, an Eligible Employee will carry over up to a maximum number of 360 PTO hours to the new position. The Eligible Employee will begin accruing PTO at the rate based on service years. The same is true if a County Employee transfers to the Sheriff's Office - i.e., only up to the allowable maximum will be carried over. The amount of PTO available to an Eligible Employee is kept in the timekeeping system and ultimately on the service record. The Sheriff's Office SOP's will provide additional guidance.

8.3 Rules Governing Sick Leave as of December 31, 2022

As of January 1, 2023, the Paid Sick Leave Policy will be eliminated and replaced with this PTO policy. All accrued but unused sick leave as of December 31, 2022 will be placed in a dedicated Sick Leave Repository account for each employee. Starting January 1, 2023 if said employee's Sick Leave Repository may be used by the employee after January 1, 2023 if said employee needs to take time off from work due to his or her own mental or physical illness, injury, or health condition, or to obtain a medical diagnosis, treatment, or preventive care. This includes, without limitation, doctor, dentist, and eye doctor appointments. Employees can also use their Sick Leave to take care of a family member who needs medical care or supervision. An employee's family members that are covered under this policy include only children.

grandchildren, spouse, domestic partner, parent, grandparent, and child or parent of an employee's spouse or domestic partner.

All accrued Sick Leave in an individual employee's Sick Leave Repository account must be used by December 31, 2032. Any hours left in the Sick Leave Repository as of January 1, 2033, shall be lost and not replenished, and an employee shall not receive any compensation for such hours. Sick leave may only be used by an employee's Sick Leave Repository as January 1, 2033 will not be paid out to the employee. Sick leave will not be paid out for any reason whatsoever and shall not be entitled to be transferred to any other individual.

APPROVED JAN 0 9 2023



JAN 27 2023

WARRICK CO. AUDITOR

December 13, 2022

Warrick County, Indiana
One County Square
Boonville, Indiana 47601

Re: Engagement to Provide Underwriting or Placement Agent Services for Proposed Issuance of \$55,000,000⁴ Jail Project Bonds (the "Financing.")

Ladies and Gentlemen:

Robert W. Baird & Co. Incorporated ("Baird"), in its capacity as underwriter or placement agent, is pleased to provide information and advice to you ("you" or the "Issuer") with respect to the above-referenced Financing. However, in light of SEC rules regarding the placement agent's role, Baird's primary role is to purchase the securities proposed to be issued with a view to distribution in an arm's length commercial transaction between the Issuer and Baird. Baird has financial and other interests that differ from those of the Issuer. Thus, this letter reflects our understanding that the Issuer intends or reasonably expects to engage Baird as an underwriter or placement agent for the Financing. However, this engagement is preliminary in nature and is subject to conditions, including the Issuer's formal approval of the selection of the underwriter or placement agent for the Financing by the governing body of the Issuer. The Issuer's engagement is non-binding and may be superseded by another party without any liability, penalty or payment. The Issuer is therefore free to engage another firm to serve as underwriter or placement agent for the Financing. This letter also does not obligate the Issuer to go forward with or complete the Financing.

As underwriter or placement agent, Baird may provide advice and assistance as to the structure, timing, terms and other aspects of the proposed financing, in addition to other services commonly provided by an underwriter or placement agent. Please note that Baird would be providing advice to you in its capacity as underwriter or placement agent and not as a municipal advisor.

The following disclosures are required to be made by placement agents on proposed issuances of municipal securities:

- Municipal Securities Rulemaking Board Rule G-17 requires an underwriter or placement agent to deal fairly at all times with both municipal issuers and investors.
- If acting as underwriter, Baird's primary role is to purchase the securities proposed to be issued with a view to distribution in an arm's length commercial transaction between the Issuer and Baird. Baird has financial and other interests that differ from those of the Issuer.
- If acting as placement agent, Baird's primary role is to place, facilitate, or arrange for the placement of the securities with one or more purchasers in an arm's length commercial transaction. Baird has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, Baird as an underwriter or placement agent does not have a fiduciary duty to the Issuer under the federal securities law and in therefore the Issuer without regard to its own financial or other interests.
- If acting as underwriter, Baird has a duty to purchase securities from the Issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable.

*Preliminary, subject to change.

- If acting as placement agent, Baird will not be required to purchase the securities or to find one or more buyers of the securities but rather to use its reasonable best efforts to arrange for the sale of the securities to one or more buyers.
- As underwriter or placement agent, Baird will review the applicable official statement, private placement memorandum or other offering document, if any, applicable to the proposed financing in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed offering.

If the proposed Financing goes forward and Baird serves as underwriter or placement agent, Baird will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement or placement agreement to be entered into in connection with the issuance or placement of the securities. Payment or receipt of the underwriting fee/discount or placement agent fee will be contingent on the closing of the financing and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of the securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because it may cause the underwriter or placement agent to recommend an offering that is unnecessary or to recommend the size of the proposed offering be larger than is necessary. At this time Baird is not aware of any other material conflicts of interest that require disclosure.

If you decide to pursue the proposed Financing with Baird serving as underwriter or placement agent, Baird will be required to send you additional disclosures pursuant to MSRB Rule G-17 regarding potential or actual material conflicts, if any, and the material financial characteristics and risks of a complex municipal securities transaction. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Baird looks forward to assisting you on the proposed Financing. Please contact the undersigned if you have any questions about this letter.

If there is any aspect of this letter that you believe requires further clarification, please do not hesitate to contact us. Please sign and return the enclosed copy of this letter to acknowledge the terms of this engagement.

Very Truly Yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: 

Title: Managing Director

Acknowledged and accepted this 9 day of 01, 2023

WARRICK COUNTY, INDIANA

By: 

Title: Commissioner

*Preliminary, subject to change.