

**WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**  
REGULAR SESSION  
COMMISSIONERS MEETING ROOM  
107 W. Locust Street, Suite 303  
Boonville, Indiana  
January 25, 2021  
4:00 P.M.

The Warrick County Commissioners met in regular session with Terry Phillippe, President, and Dan Saylor, Member, Attorney Todd Glass and Administrator Roger Emmons were in attendance. Robert Johnson, Vice President, was not present for this meeting.

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

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

**PLEDGE OF ALLEGIANCE**

**AREA PLAN COMMISSION  
REQUEST FOR EXTENSION OF SURETY  
ARBOR POINTE SECTION 3, PHASE 1**

**Commissioner Phillippe:** Alright. First order of business is our APC, Molly?

**Molly Barnhill:** We have a request for Extension of Surety. First one (1) up is Arbor Pointe, Section 3, Phase 1. Route 66 Development, LLC, by Bruce Bennett. Holding, we are holding eleven thousand three hundred sixty-two and fifty cents (\$11,362.50) in escrow guaranteeing street and drainage construction. They're requesting a one (1) year extension at the same dollar amount. They've had five (5), four (4) years and the surety expires February 27<sup>th</sup> of (20)21. The dollar amount has been signed off on.

**Commissioner Phillippe:** Jeremy?

**Jeremy Elrod:** Jeremy Elrod, Morley, Project Engineer. We have, we have submitted for street acceptance on this. There's some punch list items which we've gotten from Bobby and Steve and the developers addressing those punch lists. But, we couldn't get it done before the expiration date. And so, it all, it's a renewal, but we're anticipating having the streets complete in the next month or so.

**Commissioner Phillippe:** (Inaudible) anything else?

**Commissioner Saylor:** So, so Bobby, is there any advantage of going six (6) months on this or does it need to be a year or Jeremy is there...?

**Jeremy Elrod:** It doesn't need to be a year. I think the Ordinance requires one (1) year unless you guys approve a different motion.

**Commissioner Saylor:** Oh, it does?

**Bobby Howard:** You can ask for one (1) year at a time is what it says. It doesn't specifically say...

**Commissioner Saylor:** It has to be a year.

**Bobby Howard:** We can make it whatever.

**Commissioner Saylor:** Whatever? I mean, I don't know. Do we want to do six (6) months or is that, do they need...?

**Jeremy Elrod:** A year is fine. I mean, in a month's time, we'll just file for the street acceptance to which time it can be released. Then, we just come back to another meeting before the year. So, I'm fine with a year extension just in case.

**Molly Barnhill:** Yeah, it's in escrow, so, there's nothing we need to do.

**Jeremy Elrod:** Yeah, right.

**Commissioner Saylor:** Okay.

**Molly Barnhill:** We're holding it.

**Commissioner Saylor:** I make, you want a motion?

**Commissioner Phillippe:** Um hum.

**Commissioner Saylor:** I make a motion to extension of surety for Arbor Pointe, Section 3, Phase 1.

**Commissioner Phillippe:** I will second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Motion carries two, zero (2-0).

Jeremy Elrod: Thank you.

*(Arbor Pointe Extension is located on Pages 18 through 19 of these Official Minutes)*

**BROOKSTONE SECTION 4**

**Molly Barnhill:** Our next one's Brookstone, Section 4. It's Jagoe Land Corporation, by Scott Jagoe, President. We're holding twenty-seven thousand three hundred two dollars (\$27,302.00) letter of credit for street and sidewalk construction. They're requesting to reduce the dollar amount to two thousand seven hundred fifty (\$2,750.00) for street construction and they've had four (4) years. This letter of credit expires February 20, 2021. And the County Engineer has signed off on this dollar amount.

**Commissioner Phillippe:** Bobby?

**Bobby Howard:** (Inaudible) but the dollar amount is sufficient.

**Commissioner Phillippe:** Okay. Entertain a motion.

**Commissioner Saylor:** Um...

**Commissioner Phillippe:** (Inaudible) comments?

**Commissioner Saylor:** I make a motion to extend the surety for Brookstone, Section 4.

**Commissioner Phillippe:** I'll second Dan's motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Motion carries two, zero (2-0).

*(Brookstone Section 4 Extension is located on Pages 19 through 20 of these Official Minutes)*

**BROOKSTONE SECTION 5**

**Molly Barnhill:** We have Brookstone, Section 5. It's Jagoe Land Corporation by Scott Jagoe, President. We're holding twenty-five thousand five hundred thirty-five and forty cent (\$25,535.40) letter of credit for street and sidewalks. They're requesting to reduce the amount to two thousand seven hundred fifty (\$2,750.00) for street construction. They've had four (4) years. And this letter of credit expires February 8, 2021. This dollar amount has also been signed off on.

**Bobby Howard:** Again, the dollar amount is sufficient.

**Commissioner Phillippe:** Very good.

**Commissioner Saylor:** I make a motion to, for the extension of surety for Brookstone, Section 5.

**Commissioner Phillippe:** Very good, and I will second that motion as well. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Aye, motion carries two, zero (2-0).

*(Brookstone Section 5 Extension is located on Page 21 of these Official Minutes)*

**SIDEWALK ACKNOWLEDGEMENT  
BROOKSTONE SECTION 4**

**Molly Barnhill:** We have some Sidewalk Acknowledgements for these same two (2) sections. Start with Brookstone, Section 4, Jagoe Land Corporation, by Scott Jagoe, President. For Limestone Court, nine hundred forty-eight point one (948.1) lineal feet and Brookstone Drive at one thousand nine point five (1,009.5) lineal feet. This letter of credit expires February 20<sup>th</sup> of (20)21. And the County Engineer has inspected and signed off on this as well.

**Bobby Howard:** The sidewalks were installed. Recommend acknowledgement.

**Commissioner Saylor:** I make a motion to, for sidewalk acknowledgement for Brookstone, Section 4.

**Commissioner Phillippe:** I'll second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Aye. Motion carries two, zero (2-0).

**Molly Barnhill:** Okay.

*(Brookstone Section 4 Acknowledgement is located on Page 22 of these Official Minutes)*

**BROOKSTONE SECTION 5**

**Molly Barnhill:** Brookstone, Section 5, Jagoe Land Corporation, by Scott Jagoe, President. It's Cornerstone Court, five hundred forty-eight point six (548.6) lineal feet and Brookstone Drive at one thousand two hundred twenty-six point two (1,226.2) lineal feet. This letter of credit expires February 8, 2021. And this has also been inspected and signed off on.

**Bobby Howard:** Again the sidewalks have been installed, recommend acknowledgement.

**Commissioner Saylor:** I make a motion for sidewalk acknowledgement for Brookstone, Section 5.

**Commissioner Phillippe:** I'll second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Motion carries two, zero (2-0).

**Molly Barnhill:** Okay, that's all for the Area Plan Commission.

**Commissioner Phillippe:** Very good.

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

**Molly Barnhill:** Thank you.

*(Brookstone Section 4 Acknowledgement is located on Pages 22 through 23 of these Official Minutes)*

**APPROVAL OF MINUTES  
JANUARY 11, 2021**

**Commissioner Phillippe:** Next order of business is the Approval of Minutes for January 11, 2021 meeting.

**Commissioner Saylor:** I make a motion to approve the minutes for January 11, 2021.

**Commissioner Phillippe:** I'll second the motion. All in favor?

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Aye. Motion carries two, zero (2-0). Roger, that says Consent Agenda out there to the, to the side of that. Is that...?

**Roger Emmons:** Yeah, that's, shouldn't be that way.

**Commissioner Phillippe:** Alright. That's what I thought.

**Commissioner Saylor:** We don't have anything on the Consent Agenda, do we?

**Commissioner Phillippe:** I think that's just a copy and paste error there.

**Roger Emmons:** I guess not. Items for Discussion would be up first then.

**ITEMS FOR DISCUSSION**

**PEABODY REQUEST FOR RELEASE OF BOND  
FOR LYNN ROAD AND RICE SCHOOL ROAD  
LYNNVILLE ROAD, HART ROAD, AND EBY ROAD**

**Commissioner Phillippe:** Alright. Items for Discussion?

**Roger Emmons:** Is Jim McKean here? Peabody? Well, first of all, their request for release of bonds, Bobby advised Mr. McKean, I forwarded Bobby's comments to him. Bobby would not be in favor of releasing any of Peabody's bonds until certain issues have been resolved. So, I think that's off the table. The extension of road usage agreements on Weyerbacher, another on Lynnville Road, and then one (1) covering Hart Road and Eby Road. I think, would you be okay with those?

**Bobby Howard:** They're all in order, yeah.

**Roger Emmons:** Cause we've done those in the past and they're still working on those areas.

**Bobby Howard:** Right.

**Roger Emmons:** I think you could approve all those extension of the, extensions of the road usage agreements, but not the bonds.

**Commissioner Phillippe:** Counsel, can we approve the road use agreements with one (1) motion?

**Todd Glass:** Yes.

**Commissioner Saylor:** I make a motion to approve the extension agreements for Weyerbacher Road, Lynnville Road and Hart Road and Eby Road.

**Commissioner Phillippe:** Very good. I'll second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Aye. Motion carries two, zero (2-0).

**Roger Emmons:** Thank you.

*(Peabody Road Usage Agreements are located on Pages 23 through 27 of these Official Minutes)*

**ADDITIONAL 2021 APPOINTMENTS  
ECONOMIC DEVELOPMENT ADVISORY COUNCIL – ALCOHOLIC BEVERAGE BOARD**

**Roger Emmons:** Next, you have your additional 2021 Appointments. And I show you have Alcoholic Beverage Board appointee to make and also Ohio Township Library Board. And then, I also added pursuant to discussion with Dan earlier today that the Board of Finance had never been on the appointment, appointment sheet. Probably be good to add that so that the President and Vice President could be documented on that Board. That hadn't been done today.

**Commissioner Saylor:** Roger, I know we were going to appoint Brandon Hayes to the Economic Development Board, Brandon Hayes.

**Roger Emmons:** Oh, okay.

**Commissioner Saylor:** So, I know that one (1). I failed, due to, I didn't have time to get ahold of, I told him I'd reach out to Sue or talk with you and I didn't get ahold of her.

**Commissioner Phillippe:** Same here.

**Commissioner Saylor:** I know the Library Board's gonna what to hang us. What was the other one (1)?

**Roger Emmons:** The, the Ohio Township or Chandler, Newburgh/Chandler Public Library.

**Todd Glass:** ABC.

**Commissioner Saylor:** Oh, ABC?

**Roger Emmons:** Yeah.

**Commissioner Saylor:** ABC, was that...

**Commissioner Phillippe:** Weisheit.

**Commissioner Saylor:** Yeah, Gene. That's Gene Weisheit. Is that right?

**Roger Emmons:** Let, let me check here real quick. I know the Council approved Gene on one (1). Greg, do you remember?

**Councilman Richmond:** Parks Board.

**Roger Emmons:** Huh?

**Councilman Richmond:** Gene was on Parks Board.

**Roger Emmons:** Parks Board, thank you, Greg.

**Commissioner Saylor:** Yeah. I think, I texted him, and I think he said he'd be willing to serve again.

**Roger Emmons:** Yes. Yes, he did say he would.

**Commissioner Saylor:** So, yeah. Gene would be for the Parks Board then. Or, I'm sorry, ABC.

**Roger Emmons:** Yeah, Alcoholic Beverage Board

**Commissioner Saylor:** I'm sorry.

**Roger Emmons:** Need a motion for that.

**Commissioner Saylor:** Can I do both? Or each separate?

**Roger Emmons:** Well, backing up to Brandon Hayes...

**Commissioner Saylor:** Brandon.

**Roger Emmons:** Was he just Economic Development the EDC? Not the RDAC? RDAC?

**Todd Glass:** EDAC?

**Commissioner Saylor:** I think he's, I think he's just Economic Development Board not the RDC.

**Roger Emmons:** Okay. I'll defer to Todd, but I would think you could approve them all by one (1) motion, appointments, if you specified them.

**Todd Glass:** Are you referring to Economic Development Advisory Council?

**Commissioner Saylor:** Yeah.

**Todd Glass:** Okay. Yeah, you could do both in one (1) motion.

**Commissioner Saylor:** Okay. I make a motion for Brandon Hayes to Economic, Economic Development Advisory Council and Gene Weisheit for Alcoholic Beverage Commission Board.

**Commissioner Phillippe:** I'll second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Motion carries two, zero (2-0).

### **BOARD OF FINANCE OFFICERS**

**Commissioner Phillippe:** Do we need to formalize the appointments that we made at the Finance Board this morning?

**Roger Emmons:** You can.

**Commissioner Phillippe:** Or just recognize them; put them on the record.

**Roger Emmons:** Pardon me?

**Commissioner Phillippe:** Or just recognize them on the record?

**Roger Emmons:** I mean...

**Commissioner Phillippe:** We voted for Bob to be the President and Dan to be the Vice President of the Finance Board today at 1:00 (PM).

**Roger Emmons:** Okay.

**Commissioner Saylor:** Motion of that or is that...?

**Todd Glass:** Finance Board?

**Commissioner Saylor:** Yeah. You didn't know we had a Finance Board?

**Commissioner Phillippe:** It's just an annual meeting.

**Todd Glass:** Annual meeting?

**Commissioner Saylor:** It's an annual meeting. Basically, the, the all the local banks that do business with the County, they have a right to come in and they publish the figures.

**Todd Glass:** I'd do by motion and approval.

**Commissioner Saylor:** Okay. I make a motion to approve Bob as President of the Finance Board and myself as Vice President of the Finance Board.

**Commissioner Phillippe:** Okay, I'll second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Motion carries two, zero (2-0).

**Roger Emmons:** Maybe I missed it on the Ohio Township Public Library Board, but I did hear it from Krista Smith, the Library Director that even without this person being appointed, they still have a quorum for their next meeting.

**Commissioner Saylor:** Okay. Yeah, we've, we've just, there's just been so many other things. We've just, it's just slipped through the cracks again.

**Commissioner Phillippe:** I think we can prioritize that for February 8<sup>th</sup>.

**Roger Emmons:** Okay.

**Commissioner Saylor:** Yeah.

**Roger Emmons:** Sure. I'll write that down.

**Commissioner Saylor:** Maybe we can do that call (inaudible).

**Roger Emmons:** Alright. Ready to move on?

**Commissioner Phillippe:** Sure.

**2021 COMMISSIONER MEETING DATES  
RESOLUTION 2021-01**

**Roger Emmons:** Next item has to do with the amended Commissioner Meeting dates Resolution which is 2021-01. Initially the March 8th meeting this year had been stated as 9:30 AM. This amends it to the regular time of 4:00 PM. The Board initially had it at 9:30 (AM) for, pursuant to past year where they attended Purdue Road School. But, that will be, it will not be in person conference this year. So, you need a motion to approve this amended Resolution.

**Commissioner Saylor:** I make a motion to approve the dates for the Commissioners meeting, Resolution 2021-01.

**Commissioner Phillippe:** I'll second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Motion carries two, zero (2-0).

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

*(Resolution 2021-01 is located on Page 28 of these Official Minutes)*

**GRANT OF ELECTRIC DISTRIBUTION LINE EASEMENT TO VECTREN**

**Roger Emmons:** Next, the Grant of Electric Distribution Line Easement to Vectren. Jordan Aigner had emailed those to Terry on January 20<sup>th</sup> and he copied Adam Long and Todd and myself. John subsequently recommended these be placed on today's agenda. And based on the Board's consensus, I did contact Vectren back in December to allow them to place the electric service. Now, Vectren needs the easements, so they can proceed with the installation. It will be an underground installation extending from the transformer at the existing building. And I did notice, of the two (2) easements, one (1) is to be approved and signed by the Commissioners and the other is for the Warrick County Solid Waste Management District Board. So, you've just got one (1) easement to approve, if Counsel confirms that.

**Todd Glass:** Right. And it's in order. And it's the easement that extends past the Recycling Center westward into the new, where the new facility is being planned.

**Commissioner Saylor:** Okay.

**Todd Glass:** The other easement that the Solid Waste District Board is approving is over here on their property and this is over on County property.

**Commissioner Saylor:** Okay, so, I make a motion to approve the electric line easement to Vectren.

**Commissioner Phillippe:** Seems easy enough. Jordan, do you have any comments. That seems like simple stuff.

**Jordan Aigner:** Agreed. Yeah, Jordan Aigner, representing Renewable Resources. That's, Roger's exactly right. What that is, is just the new facilities there. Of course, Vectren has to, any, it's basically just a service extension to get electric to the building. And they said, hey, to dot the i's and cross the t's, we've got to make sure we get the easements in place. And so, that's the only thing that's before you there is just to get those easements, and so we can get power.

**Commissioner Saylor:** Is that going to be a three (3) phase or a single phase?

**Jordan Aigner:** Single phase.

**Commissioner Saylor:** Really?

**Jordan Aigner:** Um hum.

**Commissioner Saylor:** Don't need three (3) out there?

**Jordan Aigner:** Not, well, your, your three (3) phase to your building, and for us, we didn't need it for these two (2). If we need something in the future, we can always upgrade.

**Commissioner Saylor:** Okay.

**Jordan Aigner:** A good question.

**Commissioner Phillippe:** And you already made the motion, correct?

**Commissioner Saylor:** Yes.

**Commissioner Phillippe:** Then I'll second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Aye. Motion carries two, zero (2-0).

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

*(Vectren Easement Approval is located on Pages 28 through 29 of these Official Minutes)*

**DEPARTMENTAL REPORTS  
COUNTY ADMINISTRATOR  
ITEMS TO BE DECLARED SURPLUS**

**Roger Emmons:** Now, under Administrator Items, I have several items to be declared surplus. The Treasurer has a desk, a bookcase, and a credenza. The Auditor's Office has two (2) pedestal desks with no returns, two (2) credenzas, and four (4) wooden chairs. And the Sheriff's Office has a kitchen range. All to be declared surplus by your motion.

**Commissioner Saylor:** I make a motion to declare the items surplus.

**Commissioner Phillippe:** I'll second the motion. All in favor signify by saying aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Motion carries two, zero (2-0). Aye.

**Roger Emmons:** Thank you.

**WARRICK COUNTY OCRA SMALL BUSINESS GRANT PROPOSAL  
RESOLUTION 2021-02**

**Roger Emmons:** And then we have the Warrick County OCRA Small Business Grant Proposal. That's the Office of Community and Rural Affairs, I believe. And Debbie Bennett-Stearns is here to speak on that subject. There are a number of emails about it. And I forwarded these documents to you on January 19<sup>th</sup>. I think I've got all the required documents, Debbie, except for the automated Direct Deposit Authorization Agreement. Maybe Debbie Stevens, County Auditor, provided that to you. I don't know. I don't have it.

**Debbie Bennett-Stearns:** If he, if she, I think you did in the last round. But, we have to have a current one (1) every time unless we can just change the date on the older one (1). So, which do you prefer?

**Auditor Stevens:** I'll send you (inaudible).

**Debbie Bennett-Stearns:** Okay, thank you.

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

**Debbie Bennett-Stearns:** Okay, so, Debbie Bennett Stearnsman with Economic Development Coalition. I know and I appreciate that Steve Roelle has been working with the Commissioners on the past grant applications due to, our office was not allowed to travel or come out into meetings. And now, we're getting back out again. So, it's really good to see faces again. I have with me today, Steve Marchand. I know Steve did a lot of work with you as well. Back there hiding in the black mask. And so, I know the County is already approved, resubmitting for two hundred fifty thousand dollars (\$250,000.00) for another grant to small businesses. The proposal is due this Friday. So, that is why we sent the forms to you. There's the forms, is, W-9, the direct deposit, the third party letter allowing us to advertise and hold public hearings. We've already advertised the public hearing. It's February 18<sup>th</sup> I believe at 11:00 (AM)? 2:00 (PM)? Do you remember?

**Steve Marchand:** Um, 10:00 (AM)?

**Roger Emmons:** Oh, February 18<sup>th</sup> at, the Public Hearing?

**Debbie Bennett-Stearns:** 18<sup>th</sup>. 2:00 (PM)? Yeah.

**Roger Emmons:** Yeah, it's February 18<sup>th</sup> via zoom.

**Debbie Bennett-Stearns:** Yeah, via Zoom. So, we need a letter allowing us to do the public hearing and take the minutes on behalf of the County, Four Factor Analysis, and this is basically stating, and it is in landscape form, Roger, that's how it prints out.

**Roger Emmons:** Okay.

**Debbie Bennett-Stearns:** We can't change it. This just merely...

**Roger Emmons:** And I would add, it's at 11:00 AM local time, the Public Hearing.

**Debbie Bennett-Stearns:** Yeah, okay. Sorry, I thought it was at 2:00 (PM). The Four Factor Analysis is just a form that, we have to do an analysis to see if there's enough, enough non-English speaking persons in the County to have a person here to interpret on their behalf. You do not, so, you fall, that language, the Four Factor Analysis stating that you do not have that many people in the County that you need it. There's an Environmental Exemption Certificate that states that the project is exempt from environmental clearance, which is true. There's two (2) pages that you have to sign. There's the Federal Funding, Accountability, and Transparency Act. You've done this in the past. There's a threshold that you have to disclose if you have received in Federal Funds. I think if you've exceeded eighty million dollars (\$80,000,000.00). I don't think you've done that. So, we always say no in operating funds from the Federal Government. But, we have to put that in the application. And the last is an authorization allowing Terry to submit the application and sign any other documentation. There is no local match for this. It is all grant funding. And as I stated,

the proposal is due this Friday. So, that's why we got the documents to you. The full application is due the last Friday in February. And then you'll find out about your results on April 1<sup>st</sup>. And we plan to proceed pretty quickly once you find out.

**Roger Emmons:** And Kristine, I will need a Resolution number.

**Kristine Georges:** It would be '02.

**Roger Emmons:** '02, thank you. Cause that's the last thing you were talking about, Debbie, the Resolution?

**Debbie Bennett-Stearsman:** Yes, for now.

**Roger Emmons:** Okay.

**Debbie Bennett-Stearsman:** Thank you.

**Commissioner Phillippe:** Very good. Questions, comments, Dan?

**Commissioner Saylor:** Pretty, pretty self-explanatory.

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

**Commissioner Saylor:** So, we need to have a motion? I make a motion to approve the Warrick County OCRA Small Business Grant Proposal, Resolution 2021-02.

**Commissioner Phillippe:** I'll second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Motion carries two, zero (2-0).

*(Resolution 2021-02 is located on Page 29 of these Official Minutes)*

#### **DISCUSSION ON SETTING PARAMETERS FOR GRANT FUNDING FOR OCRA GRANT**

**Debbie Bennett-Stearsman:** So, the second part of the grant application that I wanted to discuss with you as briefly as I can, the County, the last time the County applied, they had certain parameters on who the grant funding was going to go to, etcetera. And I know Steve Roelle helped you with that. But, we would like to have someone or all of you meet with our staff to re-determine what that is going to look like for this round. Because Lynnville, Elberfeld, Chandler, Boonville, Newburgh, I think that's all of them, are also applying. So, if they would get funding as well as the County, we've got to find a way to, to figure out how we're going to fund, who we're going to fund, and at what corporate limit. So, not talking about it today, but we can present it at the next meeting if one (1) of you could work with us to try to determine how all that's going to work. Whether you want to do the scoring matrix or you wanna, however it's going to work.

**Commissioner Saylor:** Well, Debbie, we kind of had that same issue with Boonville, because, are they applying?

**Debbie Bennett-Stearsman:** Boonville, I think, did I say them? Yeah.

**Commissioner Saylor:** Maybe you did. But, so, they're applying now?

**Debbie Bennett-Stearsman:** Yes.

**Commissioner Saylor:** But, we won't know...

**Debbie Bennett-Stearsman:** 'Til the 1<sup>st</sup>.

**Commissioner Saylor:** 'Til the 1<sup>st</sup> if they get it or not.

**Debbie Bennett-Stearsman:** Right. Correct.

**Commissioner Phillippe:** Do we know what any of the other communities' rules are?

**Debbie Bennett-Stearsman:** Elberfeld, well, all of Elberfeld, Lynnville, and, Elberfeld, Lynnville are new applicants. So, they're going to open it to everybody. They had, Elberfeld had a really large meeting the other night. So, they're going to open it up to small business and try to divide equally in those two (2) communities. It that right about Lynnville?

**Unknown:** (Inaudible).

**Debbie Bennett-Stearsman:** And Chandler, too. Cause Chandler did not apply the last time.

**Commissioner Phillippe:** So, are there applicants (inaudible)?

**Debbie Bennett-Stearsman:** Newburgh has not set all their parameters, but they're going in the corporate limits.

**Commissioner Phillippe:** Okay.



**Debbie Bennett-Stearnsman:** Cause we're looking at giving priority to first applicants, but we're also looking at a scoring matrix that's based on the number of employees, the number of years you've been in business, did you receive other assistance, etcetera, and giving scores to those. Coming up with a score and lining them up and then basing the award, grant award, the kicker will be how many employees that they have with their business. It's not settled yet. It's not totally done. So, we're meeting with them the month of February and into March. Even though you don't know if you're funded or not, we still want to have the parameters, so whoever gets funded, I think the only thing you would be looking at that would not be in place, you don't know who's getting funded, so you could change it. Like, if Boonville didn't get it or Newburgh didn't get it. Then you could set your area in a different...

**Commissioner Saylor:** So, we could say in the beginning, we're going to do this in all un-incorporated areas. But then, if one (1) city or town doesn't get it, we could expand that?

**Debbie Bennett-Stearnsman:** I would suggest you would state, you would state that it is for Warrick County with the exception of any municipalities that receive funding from Round 3.

**Commissioner Saylor:** Got it.

**Debbie Bennett-Stearnsman:** And then you would have, right now, but, then again, I don't know if you want to open it just full force again like the last time or if you want to put up some other parameters. And that would be what your review committee or whoever you appoint to work with us, we'll then look at when you receive the applications. That's what, we have a few of the other cities and towns that don't want to necessarily divide all again, but they want to be fair and let everybody apply. So, that's why I said, they're coming up with a scoring matrix based upon what's on the application and the materials we receive. You don't have to do that. I'm just saying, so there's several different ways you can do it. And you don't have to make that decision tonight. That's why I'm asking if somebody, someone, or all three (3) of you could somehow be where we could you know correspond with you. Either come and meet with you and talk about the possibilities, how you want to score those out.

**Commissioner Phillippe:** I think so, sure.

**Commissioner Saylor:** Meet here? Or...?

**Commissioner Phillippe:** I'm fine with here if you're fine with here. Steve?

**Debbie Bennett-Stearnsman:** Okay, I'll just send an email and if you can, you know, set a date and time where we can come and talk about it, that would be great.

**Commissioner Phillippe:** Very good.

**Debbie Bennett-Stearnsman:** Okay.

**Commissioner Saylor:** How long you think that meeting will take, Debbie?

**Debbie Bennett-Stearnsman:** I wouldn't, unless somebody has a lot of great ideas, I would say it would take maybe an half an hour or to an hour.

**Commissioner Saylor:** I was just trying to think for Bob. Okay.

**Debbie Bennett-Stearnsman:** Yeah, just gives us a basis. It's not going in the application that way, but once it's funded we're ready to roll with it then.

**Commissioner Saylor:** Okay.

**Commissioner Phillippe:** Yep.

**Debbie Bennett-Stearnsman:** Okay, alright, I'll send you an email then. Thank you, guys. All of you.

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

**Debbie Bennett-Stearnsman:** Okay.

### **BRITE CONTRACT FOR SHERIFF'S DEPARTMENT**

**Roger Emmons:** Mr. President, I have one (1) more item. And it should have been under my other items but I just got it right before I came to the meeting from Chief Deputy Paul Kruse. It is a quote from a company out of New York called Brite. It is for their net-motion mobility license renewal/software maintenance. This provides their secure connection between the mobile computers and dispatch. And it has traditionally been paid for from the E-911 Funds. He said if it could be a part of tonight's agenda, that would be great. But, he did acknowledge that it's not due to expire until February 23<sup>rd</sup>. You could push it to your February 8<sup>th</sup> meeting and I can let Todd have a look at this. Oh, hi, Sheriff.

**Sheriff Wilder:** Hey, Sheriff Wilder, if you have any questions, or if you do want to table it, that's fine. We did want to get it in front of you though. It's, and what this is, is the servers that connect or net-motion that connects the computers from all the cars. It's not just the Sheriff's Office. It's the Chandler, Newburgh, and Boonville and it's always billed to Dispatch. And I think because it covers all those entities, I believe, even EMS is why it's usually been paid out of E-911 Funds.

**Commissioner Phillippe:** Makes sense.

**Roger Emmons:** And it may be good if the Board would approve it today cause part of the terms it that it's paid net-thirty (30), payment terms.

**Commissioner Phillippe:** What's the amount of the contract?

**Roger Emmons:** Pardon.

**Commissioner Phillippe:** What's the amount of the contract?

**Roger Emmons:** Oh, seven thousand four hundred seventy-five dollars thirty-six cents (\$7,475.36).

**Commissioner Phillippe:** And that's for one (1) year?

**Roger Emmons:** No, it looks like two (2). Effective from February 24<sup>th</sup> of this year through February 23<sup>rd</sup>, I'm sorry, one (1) year.

**Sheriff Wilder:** It'd be one (1) year. Yeah, it'd be one (1) year.

**Commissioner Saylor:** One (1) year, okay. So, can we approve that based on Legal Counsel's review of it? Make sure it's all in order?

**Todd Glass:** On condition of Counsel approval.

**Commissioner Saylor:** Yeah. Okay, I make the motion to approve the Brite Software Contract Service Agreement based on Legal Counsel finding it all in order.

**Commissioner Phillippe:** I'll second that motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Motion carries two, zero (2).

**Roger Emmons:** Thank you. That's all I have, Mr. President.

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

*(Brite Contract is located on Page 30 of these Official Minutes)*

**COUNTY ATTORNEY  
VICTORIA WOODS PROJECT  
APPROVE RELEASE AGREEMENT FROM GREENLIFE DEVELOPMENT**

**Commissioner Phillippe:** Let's see here. Next item on the agenda is our County Attorney.

**Todd Glass:** Yes, Sir, Mr. President. First item on my agenda would be the Victoria Woods Project Release Agreement with Greenlife Development. Mr. Aigner is here representing Oakland Holdings, LLC. They're roughly a party to this agreement, but we have been in communication with Mr. Aigner's attorney, Greenlife's attorney. I've also been working with Herb Davis with Economic Development. This is simply recognizing in essence the termination of the Economic Development Agreement between Warrick County and Greenlife and releasing Greenlife from any obligations or duties or liabilities from that contract. Mr. Aigner's LLC is assuming those responsibilities, if any exist, and also releasing Greenlife from those responsibilities. It's been simplified a little bit from the original draft. One (1) thing that did not get done today is we have one (1) more phrase to add in the WHEREAS paragraphs from Mr. Aigner's legal counsel. But, I will work with her to get that phrase added into the WHEREAS paragraphs, but otherwise, the Mutual Settlement Release and Indemnification Agreement is in proper form with that one (1) modification we will make tomorrow. And Mr. Aigner can answer any questions if you have any. I don't.

**Commissioner Phillippe:** I don't think I have any.

**Jordan Aigner:** I did want to mention that I think last time we talked about that Boonville was another entity that had to do the same, very similar release. They did that at one (1) of their last meetings. So, I just want to make sure you knew that they were, they kind of checked the box there. So, that made me feel good and was happy that the City's working with us. We've got a little bit more work to do with them, revising some agreements, getting water and sewer out there that's different from what Greenlife was going to do. But, the release had to start from there. So, if, if you guys can approve, whatever action, I guess hopefully we can get tonight and then leave it in Counsel's hands. That would be good. If that's able to happen. I'm fine with that.

**Commissioner Phillippe:** I think we discussed this enough where I'm, I'm good with it.

**Commissioner Saylor:** Yeah, I'm good with it.

**Todd Glass:** The addition's relatively minor. We just didn't connect this afternoon to figure out if it's going to be five (5) words or six and a half (6 ½) or something like that. But, I will show you what that is. Won't change any substantive elements to it.

**Jordan Aigner:** Yeah.

**Commissioner Saylor:** I make a motion to approve the Mutual Settlement Release and Indemnification Agreement with the modifications our legal counsel will make.

**Commissioner Phillippe:** Very good. I will second that motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Aye. Motion carries two, zero (2-0).

**Commissioner Phillippe:** Thank you.

**Todd Glass:** And Mr. President, I'll have that document afterwards, which is to be signed by the two (2) of you and attested by the Auditor.

*(Greenlife Release Agreement is located on File in the Auditor's Office)*

**ADDENDUM TO THE ROAD USAGE AGREEMENT WITH AMERICAN LAND HOLDINGS OF INDIANA**

**Todd Glass:** Next, what is next? Addendum to Road Usage Agreement with American Land Holdings of Indiana regarding Seven Hills and Lily Pad Roads. This is a Peabody request for addendum to the agreement. Trying to remember what this is.

**Bobby Howard:** Their haul agreement has them hauling over Bridge 43. And this will make them responsible for the cost of the inspection during this fall that I have under my business with United. This will hold them responsible for paying those inspection costs.

**Todd Glass:** Correct. It adds the provision in the road usage agreement that American Land Holdings will pay for any and all cost associated with the inspection and assessment of Bridge 43 and related provisions that's being added into the contract. And everything is in proper form for that addendum.

**Commissioner Phillippe:** I think you answered my only question. Who was the consultant? And that's United.

**Commissioner Saylor:** Um hum.

**Bobby Howard:** That was our last bridge inspection consultant...

**Commissioner Saylor:** Okay, so it's not the new, the new bridge inspector?

**Bobby Howard:** No.

**Commissioner Saylor:** Okay. Need a motion?

**Todd Glass:** Um hum.

**Commissioner Saylor:** Alright, I make a motion to approve the addendum to the road usage agreement.

**Commissioner Phillippe:** Very good. I'll second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Aye. Motion carries two, zero (2-0).

*(Peabody Road Usage Addendum is located on File in the Auditor's Office)*

**AMENDING THE FIXED ASSET CAPITALIZATION POLICY ORDINANCE 2021-12**

**Todd Glass:** Thank you, Mr. President. I have in front of you a proposed Ordinance that I think we need an Ordinance number for.

**Kristine Georges:** '12.

**Todd Glass:** The proposed Ordinance 2021-12, and Ordinance of the Board of Commissioners, Warrick County, amending Chapter 40 of the Code of Ordinances of Warrick County. This is a, this is the last step that we decided was needed to take in Chapter 40 on Fixed Asset Procedures. We did not have a category for furnitures and fixtures. And I'm just trying, proposing to the Board that you just clean that chapter up one (1) more step by adding fixed asset value amount of two thousand five hundred dollars (\$2,500.00) for furniture and fixtures as defined in the proposed amendment. And with that, we've got the fixed asset chapter updated in good order.

**Commissioner Saylor:** Okay, I make a motion to approve Ordinance 2021-12 amending the Fixed Asset Capitalization Policy to include furniture and fixtures.

**Commissioner Phillippe:** Very good. I'll second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Aye. Motion carries two, zero (2-0).

**Todd Glass:** Thank you.

*(Ordinance 2021-12 is located on Pages 30 through 31 of these Official Minutes)*

**ORDINANCE ESTABLISHING PANDEMIC RELIEF FUND  
ORDINANCE 2021-13**

**Todd Glass:** Also, next proposed Ordinance 2021-13. And this is an ongoing effort, combined effort with both County Council and the Auditor's Office. After consultation with the Auditor and Mr. Whitehead with County Council and the SBOA, we determined that what was necessary, at least one (1) step that was necessary, was to create a new fund which is intended to provide some pandemic relief for Warrick County area non-profits. I point out, Mr. President, it would work hand in glove really with the OCRA Grant which is meaning to help small businesses which Mr. Joyce pointed out. You know there's other resources, hopefully, that we can pursue for small businesses like Debbie has brought forth for the County for that. That's not what this fund is for. This would be only for Warrick County non-profits. We still have a few things to work out as far as the logistics with both SBOA and Council and the Auditor. But, one (1) step we did identify is that you need to create this new relief fund and be the Pandemic Relief Fund for Non-Profits. We believe it will be funded from the COVID-Expense Line Item. But, again, we'll have to work that out with the Auditor and the Council. That has one point four-nine-seven million dollars (\$1,497,000.00) appropriated to it and pending. And this fund would create new section 37.24 in the Warrick County Code of Ordinances creating a Pandemic Relief Fund of two hundred fifty thousand dollars (\$250,000.00) in that new fund. This is a temporary program. SBOA wanted us to provide a time certain for it. This will extend through June 1<sup>st</sup> or earlier if the Governor's Public Health Emergency Declarations expire for any reason. But, if they don't expire, this would extend to at least June 1<sup>st</sup>. It will be for financial assistance to non-profit organizations in Warrick County in the form of grant awards to be approved and amounts determined finally by the Board of Commissioners. The non-profits will have to agree to enter into a grant agreement and other steps to comply with the grant award program. Any funds that are not utilized, used in this pandemic relief fund for non-profits would return to the COVID-Expense Line Item. I think that's all that we can do at this point in time with the proposed fund by establishing it by Ordinance with only two (2) Commissioners here, this would be the First Reading. And if you approve it, we would take it to the Second Reading at your next meeting.

**Commissioner Phillippe:** Very good.

**Commissioner Saylor:** I make a motion to approve Ordinance 2021-13, Establishing the Pandemic, Pandemic Relief Fund.

**Commissioner Phillippe:** Good, thank you. Dan, I'll ask for your comments and what, we thing a lot alike. So, what you don't cover, I'll, I'll mention. Do you have any comments about this? I know that there's been a lot of information in the news. That, I've had a lot of phone calls already. Everybody thinks we've got one point four million dollars (\$1,400,000.00) to grant to small businesses. And as Counsel just stated, the State Board of Accounts has told us that we can't grant this to businesses. That's what the other grant is for. So, hopefully, we're able to get that message out to the public and clear up some of those misconceptions. Any other comments?

**Commissioner Saylor:** No, you said it. There's just going to be different buckets for different people and so that's controlled by others besides us. We're just following the rules here.

**Commissioner Phillippe:** Right. So, I have a motion. And I will second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Aye. Motion carries two, zero (2-0).

**Todd Glass:** And then Roger will add a third, Second Reading for the next meeting.

**Roger Emmons:** Right.

**Todd Glass:** For finalizing that Ordinance.

*(Ordinance 2021-13 is located on Pages 31 through 32 of these Official Minutes)*

**ASCENSION/TRI-STATE CLINICS CONTRACT ADDENDUM**

**Todd Glass:** And also, Mr. President, came up today from Heather, an addendum to the contract between Warrick County and Ascension/St. Vincent/Tri-State Clinics. I might need Heather to provide some background. The addendum is an order, but it's providing an extension? I believe it's a time sensitive matter.

**Heather Soberg:** Okay, Heather Soberg. The two (2) pieces that you have there, the addendums, are to extend our current contract from the end date of July 8<sup>th</sup> to December 31<sup>st</sup> so that we have that contract end at the end of the year. And then the second addendum will be, these two (2) add a vital insights to some tracking of things that are happening with people so that we can, then, the next piece, put the nurse navigator in to do our disease management and work with our employees that need some help.

**Todd Glass:** And I see the addendum does provide for Ascension/St. Vincents/Tri-State Clinics to provide the data analytics and reporting and also a qualified nurse of eight (8) hours per week. So, they're adding services for Ascension to provide and like Heather said, extending the term to December 31, 2021.

**Commissioner Phillippe:** So, the goal here, as everybody knows, is our health insurance is very expensive. And we have almost exhausted ourselves trying to figure out how we solve that problem. The answer is simple, we get people better, but to do that we need to know what we're going to track and so that's the vital insight part. That's the data link, the data analytics. That's a minimal cost. And then we're adding the services to the clinic. We actually transferred from Meritain to the clinic the disease management programs. So, we're not really picking anything new up there. Were just transferring it from one (1) entity to the other hoping they can help us get people better. So, that's what that is.

**Commissioner Saylor:** Yeah, and that person that will be, there will be a person kind of assigned to Warrick County and just kind of, Warrick County employees and families, if there's issues, they can help identify and help, help make

**Heather Soberg:** Correct.

**Commissioner Saylor:** So, to me that's very important. Cause I think we've missed some things along the way and ends up, results in poor health and higher health care costs. I make a motion to approve the addendum to the Ascension/Tri-State and Tri-State Clinics to extend the contract and add vital insights.

**Commissioner Phillippe:** I'll second that motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Motion carries two, zero (2-0). Alright. Is that it Counselor?

**Todd Glass:** I think it is. Other items I have, I believe, is under the Sheriff's Business.

**Commissioner Phillippe:** Very good.

*(Ascension Addendum is located on Pages 32 through 33 of these Official Minutes)*

**COUNTY AUDITOR  
CERTIFIED CLAIMS**

**Commissioner Phillippe:** Next item on the agenda is our County Auditor. Mrs. Stevens?

**Auditor Stevens:** Alright. I have Claims only. With the Payroll date being a little later, it didn't fall in sync with the meetings. So, the next, the current payroll that we're working on payable February 1<sup>st</sup>, that will be on the next Commissioners' meeting. So, I have Certified Claims in the total of four million three hundred sixty-seven thousand five hundred fifty dollars and seventy-four cents (\$4,367,550.74). Four-three-six-seven-five-five-zero point seven-four (\$4,367,550.74). Those are all certified.

**Commissioner Saylor:** I make a motion to pay the Certified Claims.

**Commissioner Phillippe:** I will second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Motion carries two, zero (2-0).

**Auditor Stevens:** Alright. Thank you.

*(Certified Claims are located on Pages 33 through 37 of these Official Minutes)*

**NON-CERTIFIED CLAIMS**

**Auditor Stevens:** I have just a couple of Non-Certifieds. One's for Simpson's Services under Commissioners, one thousand four hundred fifty dollars (\$1,450.00). There were no quotes or bids on, on the service. And then the second is the same. New Growth Landscape, also Commissioners, this is actually, well, this is out of the General Obligation Fund under Commissioners. Twenty thousand five hundred ten dollars (\$20,510.00), JC, landscape, no quotes, bids, or contracts.

**Commissioner Saylor:** So, I can shed a couple things on there. We've got a quote from New Growth earlier for around forty some thousand dollars (\$40,000.00) for that landscaping and we took some components out of that. One (1) was removal of some of the material. We did that in house. And so, we reduced that quite a bit. And that, that was paid, what we paid for through our bond funds. And the, the, the other fourteen hundred fifty dollars (\$1,450.00) was the demo of the wall that had to be done in a pretty timely manner before December 31<sup>st</sup>. So, we both had a figure in mind what we think that should cost and it came under our figure. We both, we, Terry and I talked about it and we both said, it was really amazing how close we are but we both said fifteen hundred dollars (\$1,500.00) and he came in at fourteen-fifty (\$1,450.00). So, we felt like that was reasonable and we had to act on that to be able to get discounted for utilities.

**Commissioner Phillippe:** We had to get that done by December 31<sup>st</sup> or if not, we wouldn't have gotten the Public Defender reimbursement from the State. So, very time sensitive.

**Commissioner Saylor:** Very time sensitive. Cause I think, we might have talked to another contractor and said there was no way he could even get to it. So, I make a motion to pay the Non-Certified Claims.

**Commissioner Phillippe:** And I will second. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Motion carries two, zero (2-0).

**Auditor Stevens:** Okay, that's all I have. Thank you.

**Commissioner Phillippe:** Thank you.

**Commissioner Saylor:** Thank you.

*(Non-Certified Claims are located on Page 38 of these Official Minutes)*

**COUNTY CLERK  
MICROVOTE ANNUAL MAINTENANCE AGREEMENT**

**Commissioner Phillippe:** Next item on the agenda is our County Clerk.

**Clerk Perry:** Patty Perry, Warrick County Clerk. I'm, I emailed Roger the agreements, the maintenance agreements for the Infinity Voting System which is through Microvote. I've compared the 2020 contract or agreement with the 2021 agreement and they're identical. They mirror it. We pay it every year.

**Roger Emmons:** Yeah, and she sent me a copy of the, of both which confirmed that 2020 was the same amount. And is this the one (1) you want to use to sign?

**Clerk Perry:** Please.

**Roger Emmons:** Okay.

**Commissioner Saylor:** What is that amount, Roger?

**Roger Emmons:** Twelve thousand dollars (\$12,000.00).

**Todd Glass:** Twelve thousand (\$12,000.00).

**Commissioner Saylor:** Thank you.

**Todd Glass:** That's maintenance for...

**Commissioner Saylor:** Voting machines.

**Clerk Perry:** Voting machines.

**Commissioner Phillippe:** I'm surprised voting companies' overhead's not going sky-high right now.

**Clerk Perry:** Yeah, I know.

**Commissioner Saylor:** I make a motion to approve the Microvote Annual Maintenance Agreement for twelve thousand dollars (\$12,000.00).

**Commissioner Phillippe:** I'll second that. All in favor please say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Aye. Motion carries two, zero (2-0).

**Clerk Perry:** Thank you.

**Commissioner Saylor:** Thank you.

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

**Commissioner Saylor:** Tell your security guard we said, hey.

**Commissioner Phillippe:** I apologize.

*(Microvote Contract is located on Page 38 of these Official Minutes)*

**COUNTY ENGINEER/HIGHWAY  
BRIDGE 43 INSPECTION**

**Commissioner Phillippe:** Next item on the agenda is our County Highway Engineer.

**Bobby Howard:** Okay, the first item I have I referenced earlier under the County Attorney's Business. But, this is the agreement with United for on-call professional services. This first agreement is just their on-call services at their set rates and then each task that's required will be submitted at a separate time. Task 1 they've also submitted. That is based off the rates in the original agreement. So, Task 1 is in the amount of, and this is for the Pre-Hauling Condition Assessment Report, In-Service Condition Assessment Report 1 and 2 for this year. And so that is a total of ten thousand six hundred dollars (\$10,600.00) on the first half. And I copied these both to Peabody as well for their review. I believe that they're on-board with it. But, I would like to approve, enter into these agreements and Task Order 1 with United, but I'd also like to make it subject to Peabody signing the addendum that we approved earlier in the meeting.

**Commissioner Saylor:** Okay, I make that motion with stipulations stated by our County Highway Engineer.

**Commissioner Phillippe:** Very good. I will second that motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Motion carries two, zero (2-0).

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

**US BANCORP FINANCE AGREEMENT FOR EXCAVATOR**

**Bobby Howard:** The next item I have, I believe our attorney has a copy of the finance agreement with US Bancorp. This was through the Indiana Bond Bank. We received this. We did have them extend that interest rate for one (1) additional month. They've asked me that I get this documentation to them by the 27<sup>th</sup> of this month to hold this interest rate.

**Commissioner Saylor:** What is the interest rate, Bobby?

**Bobby Howard:** I believe it was, was it one-point-three-nine (1.39%)?

**Commissioner Saylor:** Did you say one-point-three-nine (1.39%)?

**Bobby Howard:** If I recall, it's been....

**Commissioner Saylor:** That's a pretty good interest rate.

**Roger Emmons:** Yeah.

**Todd Glass:** It's in here somewhere.

**Commissioner Saylor:** I, if you (inaudible)...

**Bobby Howard:** I know we shopped locally and it was quite, we couldn't get close to it. So.

**Commissioner Saylor:** And, so that's US Bancorp?

**Bobby Howard:** Yeah. It goes through the Indiana Bond Bank, I believe, and then they have people that kind of shop for it to give us the best results.

**Todd Glass:** We've reviewed the contract and we're providing legal opinion letter in support of the financing.

**Commissioner Saylor:** So, I make a motion to approve the finance agreement with US Bancorp for our ex...our new excavator. And as long as the Legal Counsel finds the agreement all in order.

**Commissioner Phillippe:** Bobby, is that one (1) of the excavators that's replacing something?

**Bobby Howard:** This is, this is an excavator. We're going to have a spare Gradall after we're done with this.

**Commissioner Phillippe:** Yep, yep, got it. Very good, I've got a motion. I'll second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Aye. Motion carries two, zero (2-0). Is that it, Bobby?

**Bobby Howard:** That is all I have. Thank you.

**Commissioner Phillippe:** Very Good.

*(US Bancorp Paperwork is located on File in the Auditor's Office)*

**COUNTY PURCHASING**

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

**Joe Grassman:** I have nothing. Mr. President.

**Commissioner Phillippe:** Nothing.

**COUNTY SHERIFF  
KELLER SCHROEDER – WSD SMARTNET RENEWAL**

**Commissioner Phillippe:** Next item, Sheriff.

**Todd Glass:** (Inaudible) all these things to sign. All these exhibits and schedules.

**Bobby Howard:** (Inaudible).

**Sheriff Wilder:** Good evening, Sheriff Mike Wilder. I've got a few things. The first is a maintenance renewal with Keller Schroeder. It's the virtual server that connects all of our other servers and now I'm getting out of my league. But, it's a contract. It's an annual maintenance agreement that we have with them.

**Todd Glass:** And it's eighteen hundred and twelve dollars (\$1,812.00) annual fee. Start date February 9<sup>th</sup> for one (1) year.

**Sheriff Wilder:** I think, I think Sherry, I might have included her email to try to explain it. But, I mean, I'm not real good. It's just, it's...

**Commissioner Phillippe:** It's a security thing.

**Sheriff Wilder:** It's the thing we've got to have for our computers. But, it's the, the Smartnet Virtual Servers.

**Commissioner Saylor:** I make a motion to approve the Keller Schroeder Smartnet Renewal Contract or Maintenance Agreement.

**Commissioner Phillippe:** Second the motion. All in favor say, aye.

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Aye. Motion carries two, zero (2-0).

**Todd Glass:** And Roger, do you have that to...?

**Roger Emmons:** Yes.

*(Smartnet Renewal is located on Page 39 of these Official Minutes)*

### **SHERIFF'S CONTRACT RENEWAL**

**Sheriff Wilder:** I also have, I sent you guys an email earlier today. It is, I'm currently in negotiations with the Council on a Salary Contract. Mine expired at the end of the year. This is the one (1) a sent you guys, is what I'm proposing to them at the February meeting. Since it is a contract, I also have, the Commissioners have to approve it. If you approve it tonight, it's not, it's still not withstanding. It still has to be approved by the Council. If there's any changes or anything like that, I would have to bring it back to you with any of the changes that might be made in the Council meeting if we come to an agreement on a contract. So, I talked to Cliff Whitehead, the County Council's attorney. He suggests you guys can go ahead and approve this one (1) tonight. Like I said, it's not standing that they don't, Council doesn't, or if they make any changes I'd have to bring it back in front of you. I, it's the same contract I had two (2) years ago with a difference in pay, where the, I've changed the percentage of pay.

**Todd Glass:** And it's in proper form and ready for approval.

**Commissioner Phillippe:** Very good.

**Commissioner Saylor:** Okay, so, I did text Commissioner Johnson. And he said he's okay and understood it's the Council's. He is not, you know, they have not approved it yet.

**Commissioner Phillippe:** Right.

**Commissioner Saylor:** But, he was okay with it. So, with that, I'm, I'm, I'm good with approving that. Cause the Sheriff's pay is based kind of by Statute in effect and...

**Sheriff Wilder:** It's Statute, but it's also negotiable with the Council. But, the fiscal part of this contract will be negotiated with Council.

**Commissioner Saylor:** With Council. So, we're approving the contractual part of it. I make a motion to approve that contract and, according to our Legal Counsel is in proper form, so that's my motion.

**Commissioner Phillippe:** Very good, and Sheriff, I don't want to get into a lengthy speech, but it's been a tough year. Appreciate what you do, so, thank you. With that I will second the motion.

**Sheriff Wilder:** Thank you.

**Commissioner Phillippe:** All in favor?

**Commissioner Saylor:** Aye.

**Commissioner Phillippe:** Aye. Motion carries two, zero (2-0).

*(Sheriff's Contract is located on Page 40 of these Official Minutes)*

### **NEW DISPATCH CENTER UPDATE**

**Sheriff Wilder:** I have two (2) other, just quick things that aren't on here. But, I know Dan was able to stop by. Terry, you might have. I can't remember, seen the new Dispatch Center that we bought with COVID funds. If you've been out there, I don't, I know you guys have, it's amazing.

**Commissioner Saylor:** Amazing.

**Sheriff Wilder:** Looks good. It's got them spread out. I think it not only did it spread out our Dispatchers but what it gave us capability-wise of doing. We now have a fourth call station or Dispatching Station. So, we, in case of emergency, we used to only be able to have three (3) Dispatchers, now we technically have four (4). They can all be on different emergency services. So, it's kind of hard to put into words. But, hopefully, it's never needed in those situations, but we already know, since I've been Sheriff, we've already had a tornado. Luckily, it was a smaller scale one (1). But, in these types of emergencies, what we were able to do with Dispatch and move it. For the people that haven't seen it, it's a big upgrade for us but for the citizens and what I think we can provide in case those services are needed, that many Dispatchers. So, I just wanted to bring that up.

**Commissioner Phillippe:** As you know, that's something that I used to do was sell Dispatch Centers and out of the fourteen (14) counties that I covered in Southwest Indiana, you have the best one (1) now.



**Sheriff Wilder:** And I think we do, too. We've, I have to think, and not seen everybody, we had the worst one (1). At least as far as space, lighting. You know, but we've changed and it's great. So, it's turned out great.

**Commissioner Phillippe:** If memory, you were leaving, that and I caught you right as you were leaving, we had to go back in.

**Sheriff Wilder:** That's fine. Yeah, so, but it turned out good.

**Commissioner Saylor:** Something, when I was out there, Sheriff pointed out to me, and I didn't, wasn't aware of this. When that Jail was built, the area that they were in was not built for Dispatch. That was built for the Jail, the security team to, to be in there. So, not only did he fix the Dispatch situation, he also fixed the Jail situation that, that would allow security separation between our Jailors and the, and the inmates, correct?

**Sheriff Wilder:** Yeah. I mean that Jail was designed twenty-nine (29) years ago, but I guess they didn't put a place for Central Dispatch. So, it was squeezed into what was designed for central, Jail Control Room. So, we've now been able to move our Jail Control Room, which you've seen, into the room it should have been all along. And it's helped, that's also increased the security of our Jail.

**Commissioner Saylor:** Yeah.

**Sheriff Wilder:** And if you haven't seen it, you'd understand, it was a big, it was a long time coming.

**Commissioner Saylor:** Oh, yeah.

**Sheriff Wilder:** Thirty (30) years coming.

**Commissioner Saylor:** You know, I, I, I just think it's an excellent way to, I mean, you know, that should have been fixed, you know, long before, but we was able to use, fix it with, with some Federal, Federal monies that came down, you know.

**Sheriff Wilder:** We were already in the process of doing a lot of these changes. It was going to be trying to find the money here or come up with money or we were going to just be able to do little things at a time. Unfortunately, COVID came along. But, for us, some of the funding helped get some things done quicker.

**Commissioner Saylor:** Great job, Sheriff.

#### **UPDATE ON HOT WATER HEATER**

**Sheriff Wilder:** The last thing is, I just wanted to update you guys, I think, by email. With the last meeting, we voted on that hot water heater that was going out. Deemed an emergency. Joe did a great job of getting some bids in quick. Deig Brothers won that. And the problem was it was still going to be a week or two (2) maybe in shipping time. So, as you know, not to brag a little bit, but I drove down and picked it up. But, I will say, Deig Brothers then came out that following Monday which was a holiday and installed it. And we were only without hot water for less than six (6) to seven (7) hours. So, could have been out for weeks if things would have went the wrong way. So, that's up and we were only down for about six (6) hours without hot water.

**Commissioner Phillippe:** Appreciate that. Thank you.

**Commissioner Saylor:** Sheriff, appreciate that too. You not only saved the County shipping money but just saved, you know, potential big headache for you.

**Sheriff Wilder:** Yeah, so, could have been a headache, but we got through it. Alright, thank you all.

**Commissioner Saylor:** Thank you.

**Commissioner Phillippe:** Thank you.

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

#### **COMMISSIONER ITEMS FOR DISCUSSION**

**Commissioner Phillippe:** Alright. Next item on the agenda is Commissioners. Dan, anything?

**Commissioner Saylor:** I do not, Sir.

**Commissioner Phillippe:** I have nothing. Entertain a motion.

**Commissioner Saylor:** I make a motion to adjourn.

**Commissioner Phillippe:** I'll second. All in favor say, aye.

Commissioner Saylor: Aye.

Commissioner Phillippe: Motion carries two, zero (2-0).

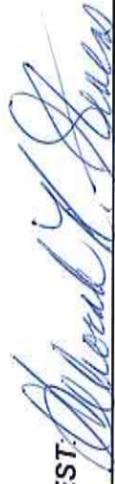
ADJOURNMENT: Meeting adjourned at 5:00 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
TERRY PHILLIPPE, PRESIDENT

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

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

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

Minutes transcribed by Kristine Georges

Arbor Pointe, Sec. 3 Ph. 1  
Route 66 Development L.L.C.  
1/25/2021

BOARD OF COMMISSIONERS:  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Member

ATTEST:  
  
Auditor  
Date: 1/25/2021



► 812.464.9585 ext# 812.464.2514 fax  
► 4800 Rosebud Ln., Newburgh, IN 47630  
► morleycorp.com

January 19, 2021

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

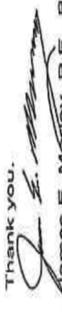
Re: Arbor Pointe Section 3 Phase 1  
Letter of Credit Renewal  
Morley Project # 8958.4.003 B

Bobby,

On behalf of Route 66 Development, LLC, we are requesting the \$11,362.60 surety to be extended for one year to allow for completion of the punch list received by the County Engineer.

Please let me know if you have any questions.

Thank you.

  
James E. Morley, P.E., P.S.  
President

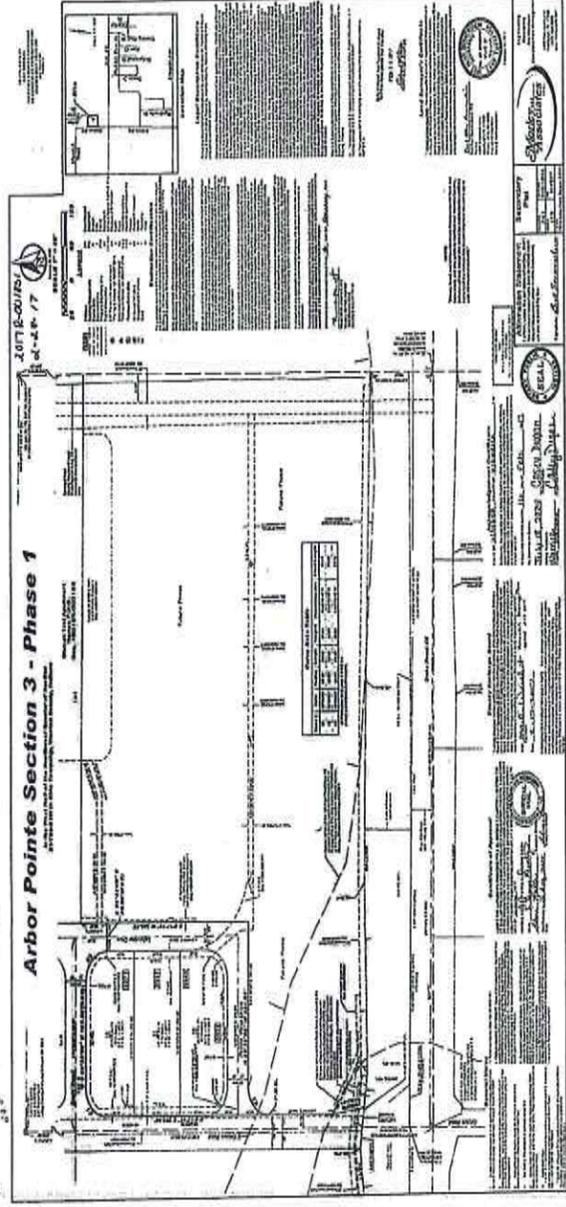
cc: Route 66 Development, LLC

J:\8000\8900-8900\8900\Civil\30\Documents\8900 Arbor Pointe Section 3\Letter of Credit\Street Acceptance\20201215\_8958\_PHT\_StreetCertification.docx



1/19/2021

FILED  
JAN 20 2021  
WARRICK COUNTY  
AREA PLANNING COMMISSION



Brookstone Subdivision, Sec. 4  
Jagoe Land Corporation  
1/25/2021

BOARD OF COMMISSIONERS

President 

Member 

Member \_\_\_\_\_

ATTEST:

  
Auditor  
Date: 1/25/2021



January 13, 2021  
Warrick County Engineer's Office  
Bobby Calvert  
107 W Locust Street, Suite 208  
Boonville, IN 47601  
Sent via email: bhoward@warrickcounty.in.gov

812.464.6585 office 812.464.2514 fax  
4800 Rosebud Ln., Newburgh, IN 47630  
morleycorp.com

*Bobby*

FILED  
JAN 13 2021

ARCHITECTS | ENGINEERS | SURVEYORS

Re: Brookstone Subdivision Section 4  
Letter of Credit Reduction  
Morley # 5255.4.017-B

Bobby,

For the completion of the roadways the following items need to be completed based on the punch list prepared by the County Engineer's office on January 06, 2021:

1. Seal all cracked concrete curb and gutters.
2. Raise top of street drainage inlet casting(s) to be flush with the top of adjoining curb.
3. Streets/gutter pans and drainage structures/inlets should be cleaned free of all mud and debris.

Subtotal	\$2,500.00
10% Contingency	\$250.00
TOTAL	\$2,750.00

I recommend retaining the above-mentioned amount to ensure that all punch list items are completed.

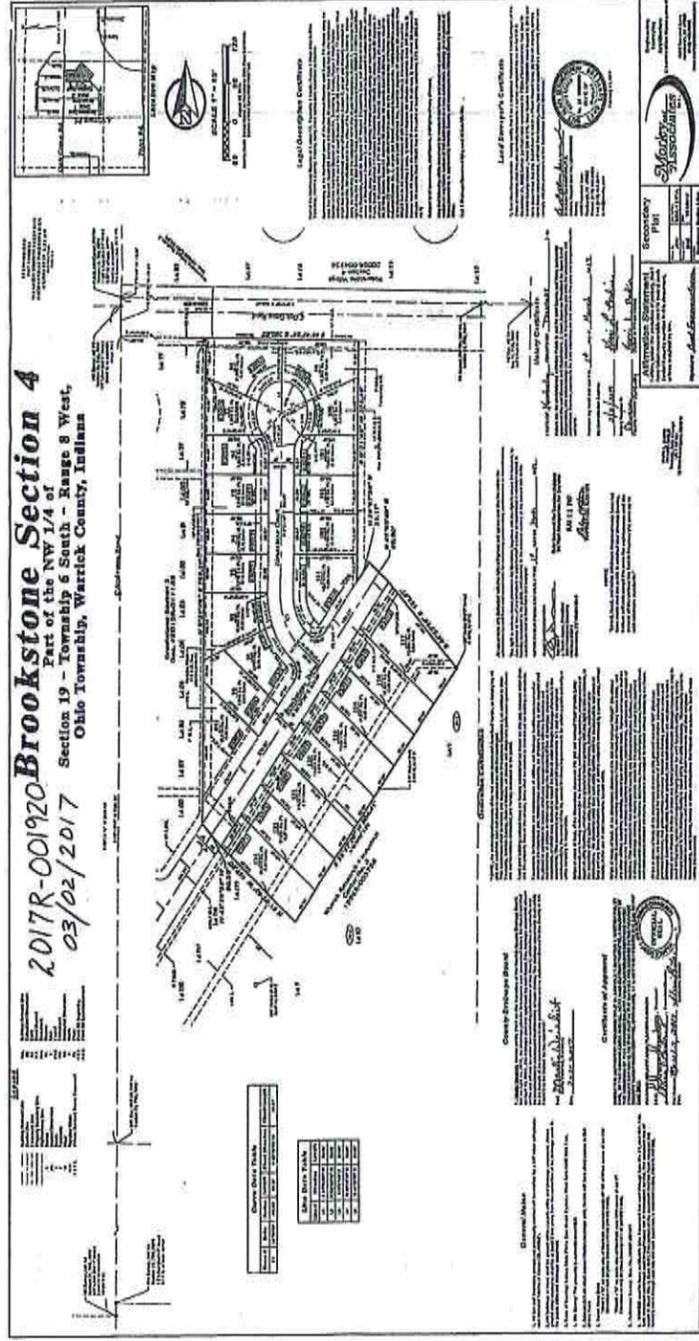
Sincerely,

*Matt Calvert*

Matt Calvert, PE

Encl: Section #4 Plat, W/C APC Letter

cc: Warrick APC, Jabos Land Corp., Manual Ball, File  
J:\000\5255.4.017\0255\Civil 3D\Documents\Brookstone\2020 Section 4\2021.01.13\_5255\_Brookstone Sec 4\_ LOG Reduction.dwg



812.464.6585 office 812.464.2514 fax  
4800 Rosebud Ln., Newburgh, IN 47630  
morleycorp.com

December 04, 2020

Warrick County Area Plan Commission  
Warrick County Court House - Room 201  
Boonville, Indiana 47601

Re: Brookstone Subdivision Section 4  
Sidewalk Certification  
Our Project 5255.4.017

Dear Plan Commission,

The undersigned hereby certifies that the sidewalks within Brookstone Subdivision Section 4 have been constructed in general compliance with the roadway plans approved by the Warrick County Board of Commissioners.

Certified by: *Matt Calvert*  
Matt Calvert, P.E.  
Indiana Registration No. 11500635



J:\15000\5255.4.017\Civil 3D\Documents\Brookstone\2020 Section 4\5255 Sidewalk Cert Section 4.dwg



Date: December 04, 2020

NAME OF SUBDIVISION: Brookstone Subdivision Section 4

I hereby request acknowledgement of completion of sidewalks by the County:

NAME OF STREET:  
Limestone Court  
Brookstone Drive

NO. LINEAL FEET:  
048.1  
1009.5

TOTAL 1,957.6

*[Signature]*  
Subdivision Developer  
Matt Calvert  
Manual Ball, VP of Land

This request is accompanied by a certificate of Matt Calvert, P.E., Professional Engineer, that the sidewalks were constructed in general accordance with the plans approved by the Board of County Commissioners.

THIS REQUEST FOR SIDEWALK ACKNOWLEDGEMENT MUST BE ACCOMPANIED BY A SMALL COPY OF THE SUBDIVISION PLAN.

I have inspected the subject sidewalks and recommend acknowledgement.

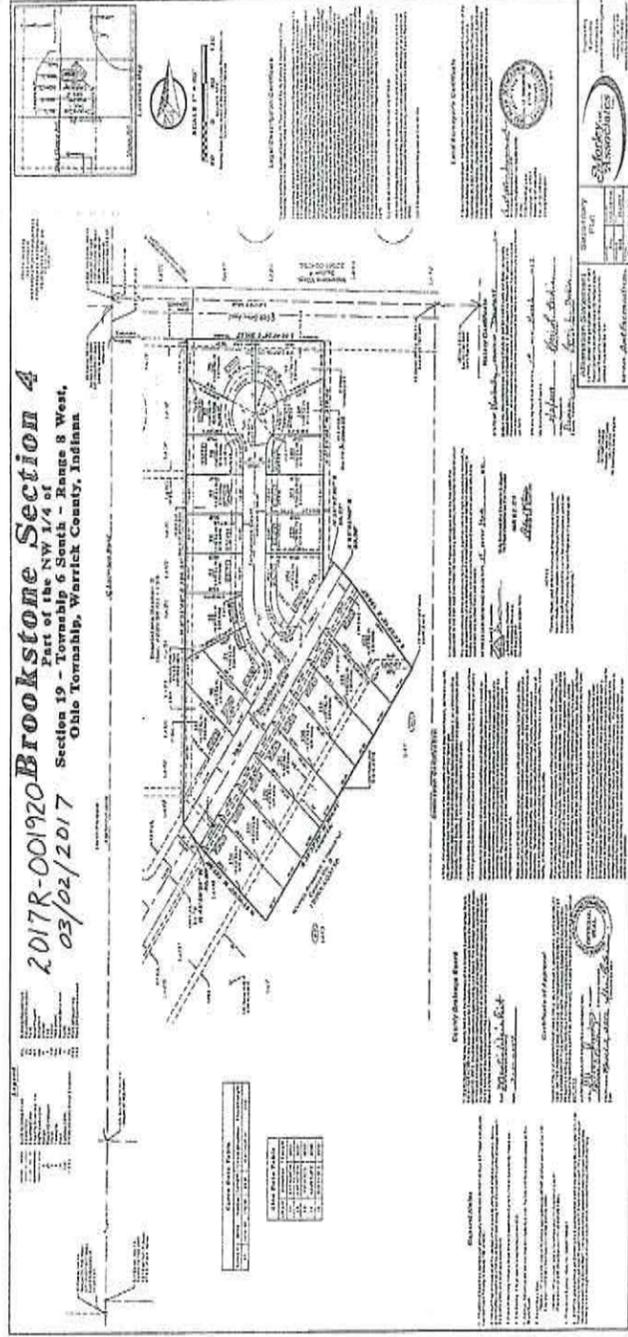
*[Signature]*  
County Highway Engineer

DATE: 11/25/2021

*[Signature]*  
ATTEST: COUNTY AUDITOR

BOARD OF COUNTY COMMISSIONERS

J:\50006\5200-5255\5255\CIVIL 30\DOCUMENTS\Brookstone\2020 Section 4\5255 Sidewalk Ask Eric 4.doc



**MORLEY**  
ARCHITECTS | ENGINEERS | PLANNERS

1 812-404-5503 ext. 532-664-2534  
2 4100 Rosebud Ln., Newburgh, IN 47630  
3 morleycorp.com

December 11, 2020

Warrick County Area Plan Commission  
Warrick County Court House - Room 201  
Boonville, Indiana 47601

Re: Brookstone Subdivision Section 5  
Sidewalk Acknowledgement  
Our Project 5255-4.017

Dear Plan Commission,

The undersigned hereby certifies that the sidewalks within Brookstone Subdivision Section 5 have been constructed in general compliance with the roadway plans approved by the Warrick County Board of Commissioners.

Certified by: *[Signature]*  
Matt Calvert, P.E.  
Indiana Registration No. 11500635



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FILED  
DEC 16 2020  
MATT CALVERT  
PROFESSIONAL ENGINEER  
INDIANA REGISTRATION NO. 11500635

J:\50006\5200-5255\5255\CIVIL 30\DOCUMENTS\Brookstone\2020 Section 5\5255 Sidewalk Cert Section 5.doc

Date: December 11, 2020

NAME OF SUBDIVISION: Brookstone Subdivision Section 5

I hereby request acknowledgement of completion of sidewalks by the County:

NAME OF STREET:  
Comerstone Court  
Brookstone Drive

NO. LINEAL FEET:  
548.6  
1,228.2  
TOTAL 1,774.8

Subdivision Developer  
Jagoe Land Corporation  
Manuel Ball, VP of Land

This request is accompanied by a certificate of Matt Calvert, P.E. Professional Engineer, that the sidewalks were constructed in general accordance with the plans approved by the Board of County Commissioners.

THIS REQUEST FOR SIDEWALK ACKNOWLEDGEMENT MUST BE ACCOMPANIED BY A SMALL COPY OF THE SUBDIVISION PLAT.

I have inspected the subject sidewalks and recommend acknowledgement.

DATE: 1/25/2021

County Highway Engineer

*[Signature]*

ATTEST: COUNTY AUDITOR

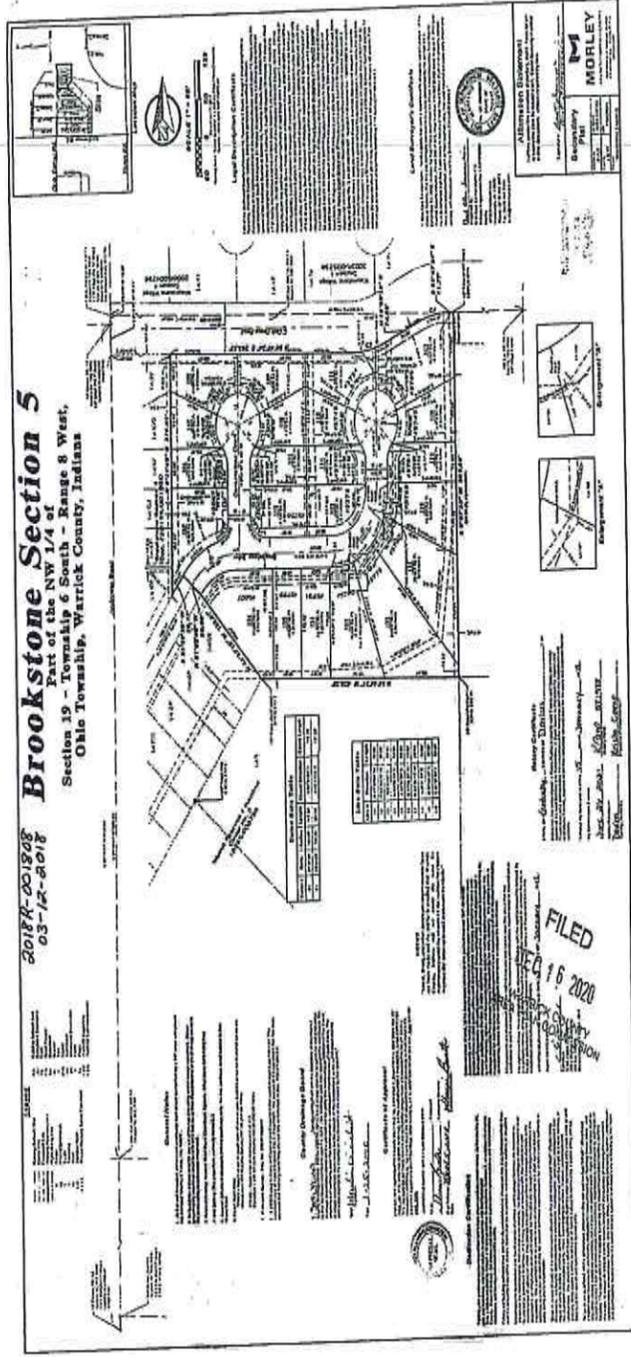
BOARD OF COUNTY COMMISSIONERS

FILED

DEC 16 2020

WARRICK COUNTY  
AREA PLANNING COMMISSION

J:\5000a\5200-5299\5255\Civil\30\Documents\Brookstone\52020 Section 5\2255 Sidewalk Ack Sec 5.doc



EXTENSION OF AGREEMENT FOR ROAD USAGE  
BETWEEN  
THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA  
AND  
PEABODY MIDWEST MINING, LLC  
(1676-000010-00)

WHEREAS, on the 14<sup>th</sup> day of October, 2010, the Board of Commissioners of Warrick County, Indiana (the "Commissioners") and Peabody Midwest Mining, LLC ("Peabody") entered into an Agreement for Road Usage (the "Agreement"), which is attached hereto as Exhibit "A"; and

WHEREAS, on the 11<sup>th</sup> day of October, 2015, the Commissioners and Peabody agreed to a twelve (12) month extension of the Agreement; and

WHEREAS, on the 14<sup>th</sup> day of October, 2016, the Commissioners and Peabody agreed to an additional twenty-four (24) month extension of the Agreement; and

WHEREAS, on the 14<sup>th</sup> day of October, 2018, the Commissioners and Peabody agreed to an additional twenty-four (24) month extension of the Agreement; and

WHEREAS, Peabody has requested an additional twenty-four (24) month extension of the Agreement for Fifteen Thousand Eight Hundred Fifty (15,850) feet of Eby Road and Hart Road.

NOW, THEREFORE, the Board of Commissioners of Warrick County, Indiana and Peabody Midwest Mining, LLC, hereby agree to a twenty-four (24) month extension of the terms and conditions contained in the attached Agreement with respect to Fifteen Thousand Eight Hundred Fifty (15,850) feet of Eby Road and Hart Road, and with such extension of the Agreement to terminate on the 15<sup>th</sup> day of October, 2022.

PEABODY MIDWEST MINING, LLC  
*[Signature]*  
Bryce West, Vice President

Date: 1/27/2021

BOARD OF COMMISSIONERS  
OF WARRICK COUNTY, INDIANA

BY: *[Signature]*  
President, Board of Commissioners  
of Warrick County, Indiana  
Terry J. Phillippe

Date: 01/25/2021

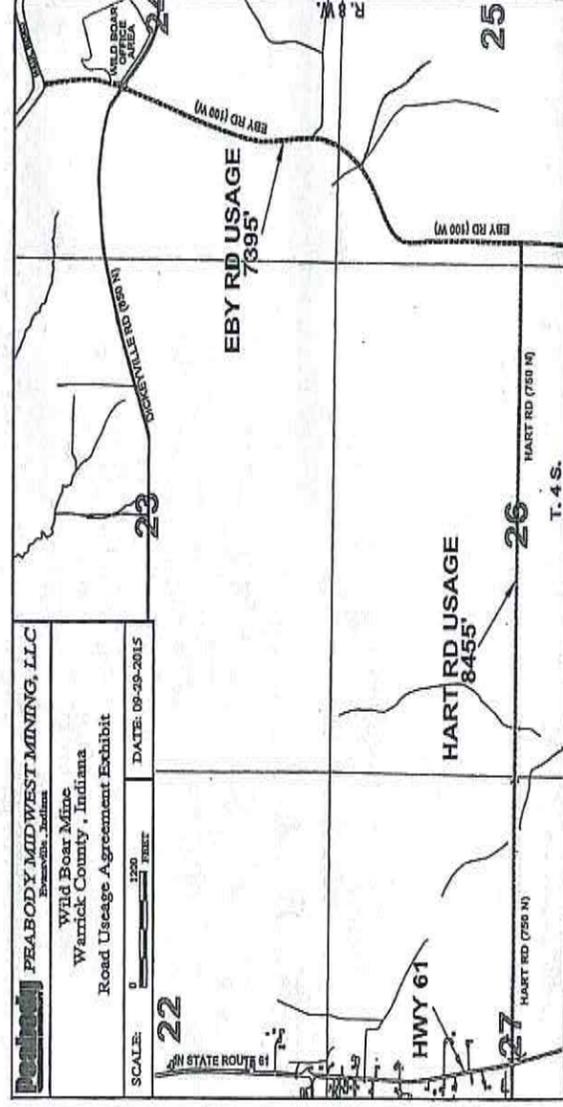


Exhibit "A"

**AGREEMENT FOR ROAD USAGE**

WHEREAS, (Company) Peabody Mid West Mining, LLC of Warrick County, Indiana, is desirous of utilizing a section of Warrick County roads commencing at the intersection of Hart Road and Hwy 61, and extending south on Hart Road to the intersection of Hwy 61, a distance of approximately 0.25 miles, and on Hwy 61 a distance of approximately 0.25 miles, more or less, to haul sand, gravel, and other materials, and

WHEREAS, there is the possibility that said roadway, including but not limited to its surface, drainage, and other improvements, may suffer from the heavy loads to be hauled over said roadway and

WHEREAS, the use of said roadway in excess of the restrictions as to size and/or weight of the loads is of economic benefit to the User

Therefore, the Board of Commissioners of Warrick County, Indiana, do hereby grant unto the User the right to use said above-described roadway in excess of local restrictions as follows:

1. The User shall, before beginning the use of said roadway, post with the Auditor of the County of Warrick County, Indiana, a surety bond in the amount of \$100,000.00, payable to the Auditor of the County of Warrick County, Indiana, to secure the User's obligation to restore the roadway to its original condition, including but not limited to its surface, drainage, and other improvements, and to pay for the cost of any and all damages to the roadway caused by the use of said roadway in excess of the restrictions as to size and/or weight of the loads as hereinbefore provided.
2. The User shall, before beginning the use of said roadway, post with the Auditor of the County of Warrick County, Indiana, a surety bond in the amount of \$100,000.00, payable to the Auditor of the County of Warrick County, Indiana, to secure the User's obligation to restore the roadway to its original condition, including but not limited to its surface, drainage, and other improvements, and to pay for the cost of any and all damages to the roadway caused by the use of said roadway in excess of the restrictions as to size and/or weight of the loads as hereinbefore provided.

3. The User shall, before beginning the use of said roadway, post with the Auditor of the County of Warrick County, Indiana, a surety bond in the amount of \$100,000.00, payable to the Auditor of the County of Warrick County, Indiana, to secure the User's obligation to restore the roadway to its original condition, including but not limited to its surface, drainage, and other improvements, and to pay for the cost of any and all damages to the roadway caused by the use of said roadway in excess of the restrictions as to size and/or weight of the loads as hereinbefore provided.
4. The User shall, before beginning the use of said roadway, post with the Auditor of the County of Warrick County, Indiana, a surety bond in the amount of \$100,000.00, payable to the Auditor of the County of Warrick County, Indiana, to secure the User's obligation to restore the roadway to its original condition, including but not limited to its surface, drainage, and other improvements, and to pay for the cost of any and all damages to the roadway caused by the use of said roadway in excess of the restrictions as to size and/or weight of the loads as hereinbefore provided.
5. The User shall, before beginning the use of said roadway, post with the Auditor of the County of Warrick County, Indiana, a surety bond in the amount of \$100,000.00, payable to the Auditor of the County of Warrick County, Indiana, to secure the User's obligation to restore the roadway to its original condition, including but not limited to its surface, drainage, and other improvements, and to pay for the cost of any and all damages to the roadway caused by the use of said roadway in excess of the restrictions as to size and/or weight of the loads as hereinbefore provided.
6. The User shall, before beginning the use of said roadway, post with the Auditor of the County of Warrick County, Indiana, a surety bond in the amount of \$100,000.00, payable to the Auditor of the County of Warrick County, Indiana, to secure the User's obligation to restore the roadway to its original condition, including but not limited to its surface, drainage, and other improvements, and to pay for the cost of any and all damages to the roadway caused by the use of said roadway in excess of the restrictions as to size and/or weight of the loads as hereinbefore provided.
7. The User shall, before beginning the use of said roadway, post with the Auditor of the County of Warrick County, Indiana, a surety bond in the amount of \$100,000.00, payable to the Auditor of the County of Warrick County, Indiana, to secure the User's obligation to restore the roadway to its original condition, including but not limited to its surface, drainage, and other improvements, and to pay for the cost of any and all damages to the roadway caused by the use of said roadway in excess of the restrictions as to size and/or weight of the loads as hereinbefore provided.
8. The User shall, before beginning the use of said roadway, post with the Auditor of the County of Warrick County, Indiana, a surety bond in the amount of \$100,000.00, payable to the Auditor of the County of Warrick County, Indiana, to secure the User's obligation to restore the roadway to its original condition, including but not limited to its surface, drainage, and other improvements, and to pay for the cost of any and all damages to the roadway caused by the use of said roadway in excess of the restrictions as to size and/or weight of the loads as hereinbefore provided.
9. The User shall, before beginning the use of said roadway, post with the Auditor of the County of Warrick County, Indiana, a surety bond in the amount of \$100,000.00, payable to the Auditor of the County of Warrick County, Indiana, to secure the User's obligation to restore the roadway to its original condition, including but not limited to its surface, drainage, and other improvements, and to pay for the cost of any and all damages to the roadway caused by the use of said roadway in excess of the restrictions as to size and/or weight of the loads as hereinbefore provided.









WARRICK COUNTY COMMISSIONERS RESOLUTION 2021-01

WHEREAS, Indiana Code 36-2-2-6 provides that the Board of Commissioners shall by resolution at or before the first meeting in February of each year, establish dates of regular meetings to be held throughout the year;

NOW, THEREFORE, be it resolved by the Board of Commissioners of Warrick County that said Board shall hold regular meetings on the dates and times as hereinafter set forth:

Table with 2 columns: Day and Time. Rows include JANUARY 11, 2021 (4:00PM), FEBRUARY 8, 2021 (4:00PM), MARCH 8, 2021 (4:00PM), APRIL 12, 2021 (4:00PM), MAY 10, 2021 (4:00PM), JUNE 14, 2021 (4:00PM), JULY 12, 2021 (4:00PM), AUGUST 9, 2021 (4:00PM), SEPTEMBER 7, 2021 (4:00PM), OCTOBER 12, 2021 (4:00PM), NOVEMBER 8, 2021 (4:00PM), DECEMBER 13, 2021 (4:00PM).

THIS RESOLUTION PASSED AND ORDAINED THIS 25th DAY OF JANUARY, 2021.

WARRICK COUNTY BOARD OF COMMISSIONERS

Robert H. Johnson, Jr., President

Deborah K. Stevans, Vice-President

Deborah K. Stevans, Secretary

Deborah K. Stevans, Notary

W:\72.16.30.101\voic\COMMISSIONERS\Resolutions\21\2021-01 (Meeting Dates).doc

Form 162A 5/2001

ELECTRIC DISTRIBUTION LINE EASEMENT

THIS INDENTURE WITNESSETH, That the BOARD OF COMMISSIONERS OF WARRICK COUNTY, State of Indiana, hereinafter referred to as the Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged by the Grantee, SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation doing business as VECTREN ENERGY DELIVERY OF INDIANA, INC., whose mailing address is One Vectren Square, P.O. Box 209, EVANSVILLE, INDIANA 47701, and its successors, assigns, and lessees (hereinafter collectively referred to as the "Company"), an electric utility, together with the right to construct, install, maintain, operate, and repair electric lines, together with the right to construct, install, maintain, operate, and repair more electric lines underground and one or more electric lines above ground upon one (1) line of supporting structures, together with guy wires, anchors, cables and such other appliances, fixtures, equipment and appurtenances as may be necessary for the transmission of electric energy, upon, over, under and across a strip of land Ten (10) feet in width, the approximate location of which is shown on the attached plat titled "Plat of Electric Distribution Line Easement" (hereinafter referred to as "Exhibit A", together with the right of ingress and egress over the lands of the Grantor to and from said line in the exercise of the rights herein granted, provided, that in the exercise of such rights the Company will, whenever practicable to do so, use regularly established highways or roadways.

The real estate of Grantor upon, over and across which said easement and right-of-way shall be laid out and located is situated in Boon Township, Warrick County, State of Indiana, and is more particularly described as follows:

PART OF THE SOUTHWEST QUARTER OF SECTION ONE (1), TOWNSHIP SIX (6), SOUTH RANGE EIGHT (8) WEST, BOON TOWNSHIP, and being the same properties described in the instruments recorded in DEED FILE #2-CARDS #15665 & #14130, in the office of the Recorder of Warrick County, Indiana.

Grantor for the same consideration further grants to the Company the right to trim or remove, at Company's sole discretion, any and all trees located within said strip of land and any and all trees located outside said strip of land that are of such height that in falling directly to the ground they could come in contact with said electric lines, and the right to remove brush or other obstructions from said strip of land.

Subject to the rights herein granted to the Company, the Grantor reserves the right to use and enjoy the land included within said easement and right-of-way, but no buildings, structures, equipment, machinery, or any other type of improvement or property, either of a permanent or temporary nature, shall be located or maintained within said strip of land.

IN WITNESS WHEREOF, this instrument is executed this 25th day of January, 2021.

WARRICK COUNTY, INDIANA

ATTEST: Deborah K. Stevans (SEAL) Printed: Deborah K. Stevans

Printed: Robert H. Johnson, Jr. (SEAL) Printed: Deborah K. Stevans (SEAL) Printed: Robert H. Johnson, Jr. (SEAL) Printed: Deborah K. Stevans (SEAL)

STATE OF INDIANA ) ) SS: COUNTY OF WARRICK )

I, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named the BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA and acknowledged the execution of the foregoing Electric Distribution Line Easement.

WITNESS my hand and Notarial Seal this 25th day of January, 2021.

Susan B. Taylor, Notary Public, Warrick County, State of Indiana

This instrument prepared by the Grantee named herein by Joshua Davis, who affirm, under the penalties for perjury, that he/she has taken reasonable care to reflect each Social Security Number in this document, unless required by law.

W.O. #20203401046213 Address: S. Felzer Rd., Boonville, IN 47601 Parcel ID # 87-13-01-340-055-000-002 & 87-13-01-300-054-000-002

Proof of Execution Certificate by Witness:

WITNESS to the signature(s) on the foregoing instrument to be which this Proof is attached:

Witness Signature: [Signature]
Witness Printed Name: ROGER E. EMMONS
STATE OF INDIANA
COUNTY OF WARRICK

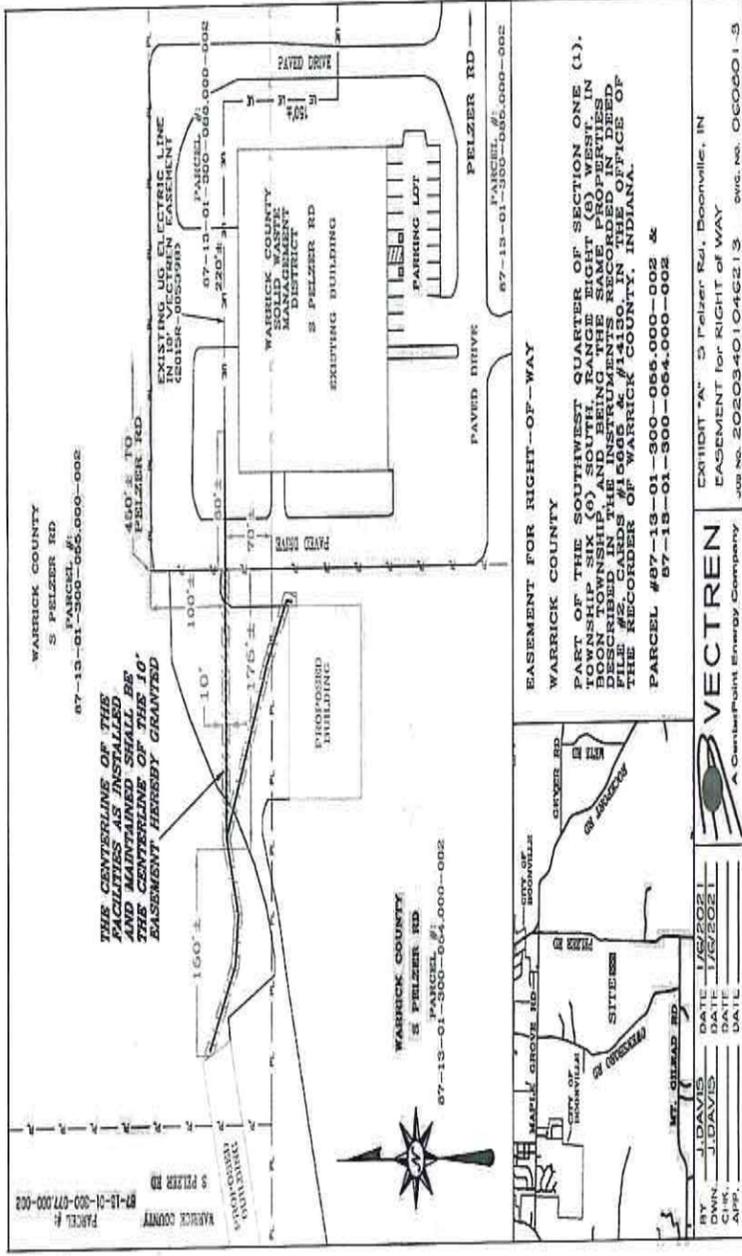
Before me, a Notary Public in and for said County and State, personally appeared ROGER E. EMMONS (Witness' Name), being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by

(Grantor's Name) in the foregoing subscribing witness' presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this 25th day of JANUARY, 2021.



My County of Residence: WARRICK My Commission Expires: SUSAN B. TAYLOR, Notary Public My Commission No.:



RESOLUTION #2021-02
RESOLUTION OF THE COMMISSIONERS OF WARRICK COUNTY, INDIANA, AUTHORIZING THE SUBMITTAL OF THE COVID RESPONSE PROGRAM ECONOMIC DEVELOPMENT GRANT APPLICATION TO THE INDIANA OFFICE OF COMMUNITY AND RURAL AFFAIRS AND ADDRESSING RELATED MATTERS

WHEREAS, the Commissioners of Warrick County, Indiana recognize the need to stimulate growth and to maintain a sound economy within its corporate limits; and

WHEREAS, the Housing and Community Development Act of 1974, as amended, authorizes the Indiana Office of Community and Rural Affairs to provide grants to local units of government to meet the housing and community development needs of low- and moderate-income persons; and

WHEREAS, the Commissioners of Warrick County, Indiana have conducted or will conduct public hearings for the submission of an application to the Indiana Office of Community and Rural Affairs, said public hearings to assess the housing, public facilities and economic needs of its low- and moderate-income residents;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of Warrick County, Indiana that:

- 1. The President, Warrick County Commissioners is authorized to prepare and submit an application for grant funding to the Indiana Office of Community and Rural Affairs COVID Response program to address needed funds for eligible businesses to assist in the economic recovery from the COVID pandemic within the County and to expand and administer the program, including requisite general administration and project management, contracts and agreements pursuant to regulations of the Indiana Office of Community and Rural Affairs and the United States Department of Housing and Urban Development.

Adopted by the Board of Commissioners of Warrick County, Indiana this 25th day of January, 2021, at 4:00 P.M.

ATTEST:

[Signature]
Deborah K. Stevens, Auditor, Warrick County, Indiana

WARRICK COUNTY BOARD OF COMMISSIONERS

Terry J Phillips, President

Robert H. Johnson, Jr., Vice President

Dan Seylor, Member

### Brite

Victor, IN 47584  
Tel: 765-280-3333  
Fax: 765-280-3333  
salesinfo@brite.com

Bill To: Warrick County Sheriff's Office, IN  
Warrick County, IN

Ship To: Warrick County Sheriff's Office, IN  
Warrick County, IN

Quote #: 087402

Quote Effective Date: 3/31/2021

Quote Expires: 3/31/2021

Quote Expires: 3/31/2021

Quote Expires: 3/31/2021

Item: MOB-11 NMP25

Item: MOB-11 NMP25

Item: MOB-11 NMP25

Qty: 1

Qty: 1

Qty: 1

Unit Price: \$7,475.36

Unit Price: \$7,475.36

Unit Price: \$7,475.36

Extended: \$7,475.36

Extended: \$7,475.36

Extended: \$7,475.36

Subtotal: \$7,475.36

Subtotal: \$7,475.36

Subtotal: \$7,475.36

Total: \$7,475.36

Total: \$7,475.36

Total: \$7,475.36



### Brite

Victor, IN 47584  
Tel: 765-280-3333  
Fax: 765-280-3333  
salesinfo@brite.com

### Quote

Quote #: 087402  
Date: 1/18/2021

#### Terms and Conditions

- 1. All orders are subject to our standard terms, NET 30.
- 2. Any changes to the orders after acceptance may result in additional fees.
- 3. Any returns must be accompanied by a return authorization and will be subject to restocking fees.
- 4. All hardware and accessories will be invoiced when shipped.
- 5. All subscriptions will be invoiced when activated.
- 6. All subscriptions will be invoiced when activated.
- 7. Terms and conditions listed within a Master Services Agreement or Statement of Work supersede any listed here.
- 8. All support is considered manufacturer support unless otherwise stated.

#### Customer Signature

The signature below certifies that I am authorized to purchase the goods and services listed within this quote, have reviewed it for accuracy and the terms and conditions are acceptable.

Signature: \_\_\_\_\_

Date: January 25, 2021

Print Name: TOBY J. PHILLIPS

Title: Warrick County Commissioner

### Quote

Quote #: 087402  
Date: 1/18/2021

### ORDINANCE 2021-12

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, AMENDING CHAPTER 40 OF THE CODE OF ORDINANCES OF WARRICK COUNTY, INDIANA

WHEREAS, Chapter 40 of the Code of Ordinances of Warrick County, Indiana, sets forth the fixed asset capitalization policy for Warrick County and its various Departments and Offices; and

WHEREAS, the Board of Commissioners desire to amend Chapter 40 of the Code of Ordinances of Warrick County, Indiana, for the purpose of adding a new section to set the threshold value above which certain furniture and fixture assets must be capitalized.

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

The Code of Ordinances of Warrick County, Indiana, Chapter 40 entitled "Fixed Asset Capitalization Policy" is hereby amended in part to read as follows:

§ 40.06 FURNITURE AND FIXTURES.  
(A) Warrick County shall capitalize and inventory furniture and fixture assets with an individual value equal to or greater than Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00). Furniture and/or fixtures combined with other furniture and/or fixtures to form one unit with a total value greater than the above-described limit shall be considered to be one unit.

(B) Any other reasonable and necessary costs associated with the purchase, delivery, and/or set up of the furniture and/or fixtures shall be capitalized.

(C) Improvements, repairs, or renovations to existing furniture and/or fixtures shall be capitalized only if the result of such improvement(s), repair(s), or renovation(s) meet all of the following conditions:  
(1) Total cost of such improvement(s), repair(s), or renovation(s) exceed Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00);  
(2) The useful life of the furniture or fixture is extended two (2) years or more; and  
(3) The total cost of such improvement(s), repair(s), or renovation(s) will be greater than the current book value and less than the fair market value.

(D) An office or department shall record donated furniture and/or fixtures at fair market value on the date of transfer, with any associated costs.

ORDINANCE 2021-12

(E) Purchases of furniture and/or fixtures using federal or state funding shall follow the source funding policies and above procedures.

Those Sections which were numbered § 40.06 and § 40.07 prior to this Ordinance 2021- shall be renumbered accordingly as a result of this Ordinance, such that the Section titled "RECORDING AND CAPPING" is now § 40.07, and the Section titled "SAFEGUARDING OF ASSETS" is now § 40.08.

Those Sections of Chapter 40 of the Warrick County, IN Code of Ordinances not specifically amended or renumbered by this Ordinance shall remain unchanged and unaffected.

*[Remainder of page intentionally left blank]*

ORDINANCE 2021-12

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 25<sup>th</sup> day of January, 2021.

WARRICK COUNTY  
BOARD OF COMMISSIONERS

Terry J. *[Signature]*, President

Robert H. Johnson, Jr., Vice President

Dan Saylor, Member

ATTEST:

*[Signature]*  
Deborah R. Stevens, Auditor  
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

*[Signature]*  
Todd L. Glass, Esq. #13982-18  
FINE & FIELD, P.A. Professional Corporation  
520 N.W. Second Street, P.O. Box 779  
Evansville, Indiana 47705-0779  
Telephone: (812) 425-3592  
Warrick County Attorney

ORDINANCE 2021-12

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA ESTABLISHING THE PANDEMIC RELIEF FUND**

WHEREAS, Indiana's Home Rule statute (Ind. Code 36-1-3, *et seq.*) grants the Board of Commissioners of Warrick County, Indiana, the power, by ordinance, to create funds that are necessary to conduct the affairs of the County;

WHEREAS, on January 7, 2021, the Warrick County Council appropriated \$1,497,326 to Fund No. 1000.3116.000.0068, a line item to be used in the discretion of the Board of Commissioners of Warrick County in ongoing efforts to respond to, and mitigate against the effects of, the novel Coronavirus 2019 ("COVID-19") throughout Warrick County;

WHEREAS, Warrick County recognizes and acknowledges the difficulties and hardships sustained by non-profit organizations within Warrick County as a result of COVID-19;

WHEREAS, the Board of Commissioners of Warrick County has determined there is a need to establish a fund in order to provide financial relief in the form of grant monies to certain non-profit organizations within Warrick County; and

WHEREAS, the Board of Commissioners of Warrick County desire to establish the Pandemic Relief Fund, and to allocate to said Fund a specific amount of grant monies in the amount of \$250,000.00 to provide vital financial assistance to those non-profit organizations in Warrick County who have been negatively impacted by the effects of COVID-19 on the local economy.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Warrick County, Indiana as follows:

The Code of Ordinances of Warrick County, Indiana, is hereby amended to include a new Section 37.24, entitled "Pandemic Relief Fund", as follows:

- (A) The Board of Commissioners of Warrick County hereby establishes the Pandemic Relief Fund for the purpose of providing financial assistance to non-profit organizations in Warrick County in order to respond to, and mitigate against the effects of, COVID-19.
- (B) An amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) shall be placed in the Pandemic Relief Fund from Fund No. 1000.3116.000.0068. The application of monies in the Pandemic Relief Fund shall be according to the discretion of the Board of Commissioners of Warrick County.
- (C) The Pandemic Relief Fund shall remain in effect until June 1, 2021, or until such time as the public health emergency, as declared by the Governor of the State of Indiana on March 5, 2020, expires or is otherwise rescinded.

ORDINANCE 2021-13

whichever occurs first. Following such termination of the Pandemic Relief Fund, the remaining fund balance, if any, shall revert to Fund No. 1000.31116.000.0068.

(D) Such financial assistance to non-profit organizations from the Pandemic Relief Fund shall be in the form of grant awards to each approved non-profit organization in an amount determined by the Board of Commissioners of Warrick County. Warrick County shall enter into grant agreements with each non-profit organization that is provided financial assistance from the Pandemic Relief Fund, which shall specify that said non-profit organization's use of such monies may be audited by Warrick County. The Board of Commissioners of Warrick may, from time to time, adopt other rules and procedures regarding the administration and/or provision of any financial assistance to non-profit organizations from the Pandemic Relief Fund.

This Ordinance shall be effective upon passage.

[Remainder of page intentionally left blank]

ORDINANCE 2021-13

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this 8<sup>th</sup> day of February, 2021.

WARRICK COUNTY BOARD OF COMMISSIONERS

*Terry Johnson*  
Terry Johnson, President  
Robert H. Johnson, Jr., Vice President  
Dan Saylor, Member

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

APPROVED AS TO LEGAL FORM:

*Todd I. Glass*  
Todd I. Glass, Esq. #13982-18  
FINE & HATFIELD, A Professional Corporation  
520 N.W. Second Street, P.O. Box 779  
Evansville, Indiana 47705-0779  
Telephone: (812) 425-3592  
Warrick County Attorney

Addendum to Contract Between  
Warrick County Government  
and  
Ascension St. Vincent Tri State Clinics

The parties to this Addendum to Agreement are St. Vincent Health, Wellness, and Preventive Care Institute, Inc. ("Provider"), dba: Ascension St. Vincent Tri State Clinics  
Warrick County Government

This Addendum is to modify and supplement the terms and conditions of the "Ascension St. Vincent Tri State Clinics Contract for Services" dated the 8th of July 2019 (the "Base Agreement"). All defined terms shall have the same meaning as set forth in the Base Agreement. In the event of any conflict between this Addendum and the Base Agreement the terms of this Addendum shall prevail.

TERMS: The term of the Base Agreement will extend to December 31, 2021.

IN WITNESS WHEREOF, parties have executed this Addendum the date first above written.

ST. VINCENT HEALTH, WELLNESS, AND PREVENTIVE CARE INSTITUTE

By: \_\_\_\_\_ Jonathan Nalli, CEO of St. Vincent Health, Inc. Date: \_\_\_\_\_

WARRICK COUNTY GOVERNMENT

By: \_\_\_\_\_ Date: 01/25/2021

By: *Dan Saylor* Date: 01/25/2021

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



Addendum to Contract Between Warrick County Government Ascension St. Vincent Tri State Clinics

The parties to this Addendum to Agreement are St. Vincent Health, Wellness, and Preventive Care Institute, Inc. ("Provider"), dba; Ascension St. Vincent Tri State Clinics and Warrick County Government

This Addendum is to modify and supplement the terms and conditions of the "Ascension St. Vincent Tri State Clinics Contract for Services dated the 8th day of July 2019 (the "Base Agreement"). All defined terms herein shall have the same meaning as set forth in the Base Agreement. In the event of any conflict between this Addendum and the Base Agreement the terms of this Addendum shall prevail.

Ascension St. Vincent Tri State Clinics will provide data analytics and reporting to Warrick County Government and DA Waltz and Associates. Reports will be provided using Vital Incite Population Health Solutions at a pass through cost of \$0.99 per employee per month, to be billed to DA Waltz and Associates, an agent of Warrick County Government, monthly based on Warrick County Government employee census data received.

Ascension St. Vincent Tri State Clinics will provide a qualified nurse (LPN or RN) eight (8) hours per week at the clinic site to facilitate clinic engagement, navigate patient care and patient scheduling needs, facilitate referrals for disease management, and provide health and disease education. Nurse time will be billed to DA Waltz and Associates, an agent of Warrick County Government on a monthly basis at the hourly rate of \$42.00.

Invoices are to be paid within 30 days of receipt. Notwithstanding the foregoing, Warrick County Government is ultimately responsible for payment of all services.

IN WITNESS WHEREOF, parties have executed this Addendum the date first above written.

ST. VINCENT HEALTH, WELLNESS, AND PREVENTIVE CARE INSTITUTE

By: Jonathan Nalli, CEO of St. Vincent Health, Inc. Date: \_\_\_\_\_

WARRICK COUNTY GOVERNMENT

By: [Signature] Date: 01/25/2021

By: [Signature] Date: 01/25/2021

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

WARRICK COUNTY CLAIMS FOR PAYMENT - January 25th, 2021

Table with 4 columns: Date, Vendor Name, Description, Amount. Lists various vendors such as Warrick Energy Delivery, Warrick County Treasurer, and others, with their respective invoice dates and amounts.









Warrick County Claims for Payment  
Non-Certified Claims, Commissioner's Meeting - Monday, January 25th, 2021

Simpson Services (Commissioners) \$ 1,450.00 No quote  
New Growth Landscapes & Irrigation, LLC (Commissioners) \$ 20,510.00 No quote / Contract  
Total: \$ 21,960.00

Terry Phillippe, *Terry Phillippe*  
President

Bob Johnson, Vice President

Dan Saylor, Member

Debbie Stevens, Auditor

MICROVOTE GENERAL CORPORATION

2021 INFINITY VOTING SYSTEM ANNUAL MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of January, 2021, by and between the County of Warrick, Indiana, acting by and through the Board of Commissioners, hereinafter referred to as the "County", and MicroVote General Corporation, an Indiana corporation, hereinafter referred to as "MicroVote".

WHEREAS, the County desires to contract for the annual maintenance agreement for the MicroVote Election Management System, and WHEREAS, MicroVote has expressed a willingness to provide those services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

- a. Unlimited software upgrades: Upgrades and release notes will be made to conform to state requirements and federal and local statutes, ordinances, and regulations.
- b. Technical Support: 24 hour technical support will be available for "help desk" level inquiries. Help desk support will be limited to questions related to the software functions only. Help desk support does not include ballot development or re-working databases created by county.
- c. Updates to software and firmware do not include the labor and parts necessary to comply with the Election Assistance Commission (EAC) 2005 voluntary voting standards.
- d. Updates to software and firmware do not include the labor and parts necessary to comply with the Election Assistance Commission (EAC) 2005 voluntary voting standards.

The parties hereto agree that County shall pay MicroVote for the work performed under this agreement as set forth above, the sum of \$12,000 per year. MicroVote understands and agrees that this agreement is contingent upon the approval and appropriations of monies by the Warrick County Board of Commissioners. County agrees to pay the said fee within sixty (60) days of the date of the invoice.

The term of this agreement shall be for a period of one (1) year to commence on the 1st day of January 2021.

MicroVote specifically agrees that in performance of the services herein enumerated that they would comply with any and all state, federal and local statutes, ordinances, and regulations.

Nothing under this agreement shall be construed to give any rights or benefits in this agreement to anyone other than MicroVote and County, and all duties and responsibilities pursuant to this agreement will be for the sole and exclusive benefit of MicroVote and County and not for the benefit of any other party.

The County, insofar as authorized by law, binds itself and its successors, and MicroVote binds its successors and assignees to the other party of this agreement with respect to all covenants of this agreement.

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

MICROVOTE GENERAL CORPORATION  
By: *Nandy Miller*  
Nandy Miller, CEO

WARRICK COUNTY  
By: *Phillip Perry*  
Phillip Perry, President  
Auditor Signature for Board  
Attest: *Debbie Stevens*  
Debbie Stevens, Auditor

Clerk to the Board



MicroVote General Corporation  
6366 Guilford Avenue  
Indianapolis, IN 46220  
(317) 257-4900  
www.microvote.com

BILL TO  
Patty Perry  
Warrick County Clerk  
One County Square, Ste 200  
Boonville, IN 47801

INVOICE 18406

DATE 01/07/2021 TERMS Net 30

DUE DATE 02/06/2021

ACTIVITY QTY 1 AMOUNT 12,000.00

Software Maintn  
2021 INFINITY  
VOTING  
SYSTEM  
ANNUAL MAINTENANCE  
AGREEMENT

TOTAL DUE \$12,000.00



# WSD Smartnet Renewal 2-8-21

Quote # 002004 v1

We have prepared a quote for you

Prepared for:  
**Warrick County Sheriff Dept**

Prepared by:  
**Ty Eblen**

January 20, 2021



### Smartnet

Contract Number	Product Number	Serial Number	Contract Type	Price	Qty	Ext. Price	Contract Start Date	Contract End Date	
201273271	UCSC-C240-M4SX	FCH2118V0SG	C4P	\$906.00	1	\$906.00	2/9/2021	2/9/2022	
201273271	UCSC-C240-M4SX	FCH2111V0T6	C4P	\$906.00	1	\$906.00	2/9/2021	2/9/2022	
Subtotal:							\$1,812.00		

### Smartnet Notes

#### SIMPLIFY AND SAVE WITH MULTI-YEAR

- o Lock in 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

### WSD Smartnet Renewal 2-8-21



Prepared by:  
**Evansville**  
Ty Eblen  
(812) 482-7364  
teblen@kellerschroeder.com

Prepared for:  
**Warrick County Sheriff Dept**  
100 State Road 62 West  
Spooxville, Indiana 47801  
(812) 897-6180  
swilliams@warrickcountysheriff.com

Quote Information:  
Quote #: 002004  
Version: 1  
Expiration Date: 01/06/2021



### Quote Summary

Description	Amount
Smartnet	\$1,812.00
<b>Total:</b>	<b>\$1,812.00</b>

Pricing subject to change at any time. Proposal does not include installation or any other service unless otherwise noted. Proposal is valid for 30 days. All prices are 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.

### Evansville

Signature:   
Name: Ty Eblen  
Title: Select Account Manager  
Date: 01/06/2021

Signature:   
Name: Warrick County Sheriff Dept  
Title: Warrick County Sheriff Dept  
Date: 01/25/2021

FILED  
FEB 05 2021

APPROVED FEB 04 2021

**Warrick County Sheriff's Salary Contract**

THIS AGREEMENT, entered into by and between Michael K. Wilder, Sheriff of Warrick County, Indiana, (the "Sheriff"); the Warrick County Council (the "Council"); and the Board of Commissioners (the "Board of Commissioners"), all of said County, and Commissioners being collectively referred to as the "County"; WITNESSETH:

WHEREAS, the Sheriff is entitled to fees for the collection of tax warrants as described in I.C. 6-8-1-8-3 ("Tax Warrant Fees") as well as a salary fixed annually by the Council; and

WHEREAS, any Agreement with the Sheriff must provide for a procedure for financing prisoners' meals that involves depositing all meal allowances ("Meal Allowances") received under I.C. 36-8-10-7 in the county general fund for use for any general fund purpose; and

WHEREAS, the legislature of the State of Indiana did in 1993 enact I.C. 36-2-13-2.5 which provides the Sheriff and the County the opportunity to contractually agree to set the Sheriff's salary in a fixed amount in lieu of fee compensation; and

WHEREAS, the Sheriff and the County believe that it would be in the best interest of the Sheriff and the County to enter into a contract for the Sheriff's compensation for the Sheriff in lieu of the Sheriff's receipt of the Tax Warrant Fees, the Sheriff is willing to assign the County those Tax Warrant Fees; and

WHEREAS, the County, in consideration of the Sheriff's assignment of such Tax Warrant Fees to the County, is willing to approve a fixed amount of compensation for the Sheriff.

NOW THEREFORE, in consideration of the mutual covenants and conditions recited herein, the parties agree as follows:

1. As the Sheriff's total compensation - excluding benefits further described in Paragraph 2, below - ("Sheriff's Compensation"), the Sheriff shall receive:

- 1.1 A fixed salary equal to Eighty Percent (80%) of the annual minimum salary paid by the State of Indiana to the Warrick County Prosecutor for each calendar year 2021 and 2022, which shall be paid from the County General Fund in the manner that salaries of other County officials are paid; and
- 1.2 11 holiday pay for a number of holidays equal to the number of paid holidays for the other members of the Sheriff's Office at a rate utilizing the compensation hereunder as the annual base rate.

2. Nothing in this Agreement shall be construed as limiting the Sheriff's medical, retirement or disability benefits - including health insurance, retirement, disability or life insurance benefits - previously established by the County and existing as of December 31, 2018, and such benefits shall be in addition to and not considered a part of the Sheriff's Compensation.

3. The Sheriff shall assign to the County and from time to time deposit in the County General Fund any and all Tax Warrant Fees for use for any County General Fund purpose.

4. The Sheriff shall pay for the feeding of the prisoners from the meal allowance funds, provided under I.C. 36-8-10-7 under the procedures established by the "Accountable Plan" established in 1995. Neither the Sheriff nor the Sheriff's officers, deputies or employees, shall make a profit from the Meal Allowances. After the expenses of feeding prisoners are paid, the Sheriff shall from time to time deposit any unspent meal allowance funds ("Unused Meal Allowance") in the County General Fund for use for any County General Fund purpose.

5. The County and Sheriff agree that neither the Tax Warrant Fees nor the Unused Meal Allowance shall be compensation for employment under the Internal Revenue Code. The Sheriff agrees that the County shall be the assignee of the Tax Warrant Fees and Unused Meal Allowance to the County, the State Board of Tax Commissioners and conditions as the Sheriff, the County, and the State Board of Tax Commissioners shall agree in order to effectuate this Agreement and to the fullest extent possible to preclude each the Tax Warrant Fees or the Unused Meal Allowance from being deemed payment of employment compensation under state or federal law, including the Internal Revenue Code and the Internal Revenue Service Regulations, and thus subject to W-2 reporting.

6. The Sheriff shall at all times maintain all required records and reports in such form and manner as prescribed by Indiana law and the Indiana State Board of Accountants.

7. Nothing in this Agreement shall be construed in any manner to deprive the Sheriff of any of his responsibilities or duties under I.C. 6-8-1-8-3 or I.C. 36-8-10-7, or any other law that may be deemed to limit the powers and duties of the Sheriff provided for under Indiana law.

8. As required by I.C. 36-2-13-2.5(b), the Sheriff shall file an accounting of expenditures for feeding prisoners with the County Auditor on the first Monday of January and the first Monday of July of each year.

9. The Sheriff shall execute and deliver to the County such documents as may be required to effectuate the terms of this Agreement.

10. This Agreement shall commence January 1, 2021, and remain in effect for the remainder of the Sheriff's term of office to and including December 31, 2022, and would otherwise terminate only upon the death, resignation or other termination of the term of Michael K. Wilder as the duly elected Sheriff of the County.

11. Miscellaneous Provisions.

11.1. This Agreement supersedes all previous contracts or agreements between the parties and constitutes the entire agreement between the parties.

11.2. This Agreement may be amended only by an instrument in writing signed by the parties hereto effective as of the date stipulated.

11.3. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenants or conditions.

11.4. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11.5. The parties agree that the normal rule of construction to the effect any ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.

11.6. In case of a material breach of this Agreement by a party, the non-defaulting party shall be entitled to recover actual damages, reasonable attorneys' fees, costs and expenses, and specific performance and injunctive relief.

11.7. This Agreement shall be construed and enforced under Indiana law. The parties agree that any dispute arising in any way from this Agreement shall be heard only in the exclusive jurisdiction in courts of appropriate jurisdiction in Warrick County, Indiana. The parties agree to submit to the jurisdiction of such courts and will not bring an action in any other court.

Terry Philippe, President of the Warrick County Commissioners

Greg Richmond, President of the Warrick County Council on Behalf of the Warrick County Council

Michael K. Wilder, Sheriff of Warrick County

02/04/2021  
Date

ATTEST: Deborah K. Stevens, Auditor