

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
February 22, 2021
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

AREA PLAN COMMISSION

Commissioner Phillippe: Okay, first area of business this evening is, APC has no business, so our APC Director's not with us.

Commissioner Saylor: Who's on the phone? They need to mute it.

Commissioner Phillippe: Can you mute that?

Heather Soberg: I'll try.

Commissioner Phillippe: Yep? Very good.

**APPROVAL OF MINUTES
FEBRUARY 8, 2021**

Commissioner Phillippe: And the next order of business is the Approval of our Minutes from the February 8, 2021 meeting.

Commissioner Johnson: Make a motion to approve.

Commissioner Saylor: I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

**CONSENT AGENDA
RATIFICATION AND DECLARATION OF EMERGENCY FOR REPLACEMENT OF
JUDICIAL CENTER GENERATOR**

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

Roger Emmons: Thank you, Mr. President. The one (1) item under the Consent Agenda is the Ratification of Declaration of Emergency for Replacement of Judicial Center generator and solicitation of two (2) quotes. That was on advice of Counsel. And we did get one (1) from Boonville Natural Gas, but I hadn't sent out the solicitation yet. I did send that out on Saturday the 20th. So, they probably haven't seen it yet. But, I think we need to table this 'til our next meeting. That would give them time to get us the, because the one (1) that Boonville Natural Gas sent maybe, may not have taken into consideration what I subsequently sent to them. I sent to Boonville Natural Gas and EVAPAR, the two (2) companies that are known to do work installing generators.

Commissioner Saylor: I'd just like to make, make sure we're looking at, at these generators, that we're putting in the service, that we have proper notification systems installed in them, so we know when they're not running. So, when we have a power outage, we can, we can have them fixed before we have a power outage. I might say that.

Roger Emmons: That was in the solicitation.

Commissioner Saylor: Great. So, with that, I'll make a motion to table the generator.

Commissioner Johnson: And I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: (Inaudible).

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

Roger Emmons: Thank you. That will be tabled to the March 8th Commissioners' meeting.

ITEMS FOR DISCUSSION MAINSTREAM EXTENSION

Roger Emmons: I don't have anything under Items for Discussion. I think probably our Counsel (inaudible).

Commissioner Phillippe: Actually, the Mainstream three (3) month extension is on there. Steve, you want to explain that?

Steve Roelle: Sure. Todd, here's the original signed version of it.

Todd Glass: Oh, good. Okay, good.

Steve Roelle: Steve Roelle, Economic Development. Very briefly, we have suggested a first amendment to the Broadband/Economic Development Agreement that the County has with Mainstream Fiber. We are recommending a three (3) month extension of that final deadline. The short, short version of it is when that was signed at the very beginning of 2019, we've had a couple of things come up that were on nobody's, they were on nobody's crystal ball at the time. A month or so after that was signed, Centerpoint and Vectren merged. They had over a thousand (1,000) pole attachments to get done with Vectren which then became Centerpoint which slowed down all those attachments. We had the Coronavirus happen which changed some of their operations in the field procedures. And then over the last few months, we've had about a nine (9) month delay in getting some permits with the City of Boonville. They created a new Ordinance with some new regulations that took them quite a bit of time to get through and halted that. So, the sum of those, we feel a three (3) month extension keeps kind of their feet to the fire to complete this project in Warrick County. But, it is fair based upon the challenges that we've had.

Commissioner Phillippe: Understood.

Todd Glass: And, Mr. President, the first amendment to the Economic Development Agreement, we have, and is in order.

Commissioner Saylor: I'd like to say a little bit about this. Steve has, has kept me up to date with this. You know, I'm on the Economic Development Board, and while I know we've had some issues with Mainstream, I, I believe they've been dealt some cards that have made it difficult to operate in a timely manner. And, and, and however, I think they did, Steve didn't say, but I think they did request a longer extension. This is something Steve and his team have, have agreed on that would be reasonable.

Steve Roelle: Yeah.

Commissioner Saylor: And so, I, I, I support it because I, I, I think if we, I think it show good faith on our, our side.

Commissioner Phillippe: I'm glad you mentioned the extension that was requested was what, six (6) months?

Steve Roelle: It was longer. Yeah. They wanted to start with six (6) months. The Boonville situation itself is about a nine (9) month long situation and we, we feel that three (3) months is fair and reasonable with the amount that they have left to get done.

Commissioner Phillippe: Appreciate that.

Commissioner Johnson: I understand that they have, they've had some issues and they got dealt some pretty bad cards at the initial part of this agreement/contract. However, it doesn't make up for the way they've treated our people up in the north end of the County and the way they've treated the landowners. The poles that they've put in people's yards and had to take back out. They don't do the line prep to where you call ahead and find out where the lines and water lines and electrical lines, gas lines are. So, I'm very disappointed and it's not Mainstream, it's their subcontractors. I understand that. But, I'm very disappointed in the work that they've done.

Steve Roelle: We have had several bumps in the road.

Commissioner Phillippe: Agreed.

Commissioner Saylor: That's not only happened in District 3. I think that's happened substantially in District 1 and Steve has, has carried the heavy lifting on that. I know I've been involved in some of that. But, we, and it's probably happened in District 2, too. I know Terry is very familiar with Mainstream and stuff. So, you know, I think when we get through this project, we'll look back on it and say it was a good project. And again, Steve, you might reiterate that no County dollars has been spent on this project as of yet. So, these folks have spent millions of dollars, of their own dollars on this project.

Steve Roelle: They're at over eleven million dollars (\$11,000,000.00) so far in Warrick County. And Warrick County's contribution is the last dollars in only if things are tested, accepted, and approved.

Commissioner Saylor: Yep, so, I think Economic Development team's done a great job of negotiating a contract and that while there's been bumps in the road, I do agree with (inaudible).

Commissioner Phillippe: I'll add my two (2) cents. I agree with Dan and I agree, Bob. I haven't been happy with a lot of things. But, for this particular decision, I'm okay with the extension. There's a lot of things that I want you to continue to hold their feet to the fire on however.

Steve Roelle: Understood.

Commissioner Phillippe: So, I'll, I'll entertain a motion to approve the Mainstream three (3) month extension.

Commissioner Saylor: I'll make a motion for that first amendment to the Broadband Economic Development Agreement as presented.

Commissioner Johnson: I'll, I'll second it.

Commissioner Phillippe: I got a first and a second. All in favor signify by saying, aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Steve Roelle: Thank you.

Commissioner Saylor: Thank you, Steve.

Todd Glass: And Steve, are you good on the Wi-Fi with the Event Center?

Steve Roelle: I think we're going to pick that up maybe next month.

Todd Glass: Okay.

Steve Roelle: Yeah, that was something else we need to talk about.

(Mainstream Extension is located on File in the Auditor's Office)

**DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
DISCUSS QUOTES FOR GRANT SERVICES CDBG COVID-19 PHASE 3 OCRA**

Commissioner Phillippe: Alright. Next item is Departmental Reports, County Administrator.

Roger Emmons: Thank you, Mr. President. I sent quotes for Grant Services for the Community Development Block Grant for COVID-19 Phase 3 through OCRA. That's the Office of Community and Rural Affairs. I sent it to three (3) firms on February 2nd of this year. Economic Development Coalition of Southwest Indiana; Gerald Consulting, Terre Haute; and Cornerstone Grants. I forget where they're from. But, anyway, they were due by noon on February 19th and we only received one (1). It was from the Coalition in the amount of six thousand two hundred and fifty dollars (\$6,250.00) and I emailed you a copy of that on February 2nd, the same day. Christy Gerald with Gerald Consulting replied that she would not be submitting a quote and we never received any response from Cornerstone Grants. So, I recommend you award this quote to the Coalition. It's for grant administration and grant close-out services for the grant in the amount of two hundred and fifty thousand dollars (\$250,000.00).

Commissioner Phillippe: Any questions, comments? I'll entertain a motion.

Commissioner Saylor: I will make a motion to award the grant administration quote to the Coalition.

Commissioner Johnson: I'll second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Roger Emmons: Thank you very much.

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

WALL REMOVAL FOR VETERAN'S OFFICE

Roger Emmons: I have some other items real quick. I've got the County Purchasing on my items next, so I'll move down to other items. We had an estimate from Ralph Simpson Services for proposed work in the Veteran's Affairs Office. I think given the low amount that I would refer to Counsel on this. But, I believe the Commissioners can approve this and direct me to issue them a notice to proceed and to coordinate with the Veteran's Affairs Office.

Commissioner Phillippe: So, Todd, if you're unfamiliar with the project, the Veteran's Affairs Office has some walls in their office, they're half a wall, that were made there years ago. And some of the Veteran's coming in have trouble navigating their electric wheelchairs. So, we're going to have those walls, basically, cut out. And the quote's for how much? Twelve hundred (\$1,200.00)?

Roger Emmons: I think it was twelve hundred fifty (\$1,250.00), maybe?

Commissioner Phillippe: Twelve hundred (\$1,200.00) and change. We'd like to go ahead and get that knocked out. Not necessarily have to jump through a bunch of red tape to do it.

Todd Glass: Twelve hundred dollars (\$1,200.00), that sounds right. That's, what I know is what you've just told me. So, so you haven't done it yet? You're getting ready to?

Roger Emmons: No work hasn't been done at this time.

Commissioner Phillippe: We didn't know if we had to go through the process of getting a bunch of quotes (inaudible).

Roger Emmons: Joe's been on medical leave. So.

Commissioner Saylor: I, I've not talked to the other two (2) Commissioners, how we were going to pay for this. But, I think if we pay it out of our bond funds, we, I mean, we...

Commissioner Phillippe: Good point.

Roger Emmons: You can do that.

Commissioner Saylor: We can do that and this would apply under that. So, cause it is...

Todd Glass: You ought to get three (3) quotes. You don't want to just, like to see three (3) quotes come in just so that you can get the best.

Roger Emmons: Okay. Given that, we can do that.

Commissioner Phillippe: Okay.

Todd Glass: You know...

Commissioner Johnson: It's gonna prolong the issue.

Roger Emmons: Alright. Shall I move on?

Commissioner Phillippe: Yep.

NUISANCE PROPERTY INSTALLMENT REQUEST

Roger Emmons: Next is regarding a Nuisance Property at 712 East Goff Avenue. The property owner called me today. He did receive our statement of cost. It was for eleven hundred ninety dollars (\$1,190.00), I think. But, basically, he wanted to know if the Commissioner would allow him to pay it over time. Say a monthly payment? He did finally agree that he could pay us two hundred dollars (\$200.00) a month to pay off those abatement costs. He's had like three (3) or four (4) years and, you know, I think he was surprised by the statement of cost.

Commissioner Phillippe: He has, he has finally done what we've asked him to do.

Roger Emmons: Right.

Commissioner Phillippe: I'd be fine with him establishing a payment plan.

Roger Emmons: I think just a consensus on that, Todd, would work?

Todd Glass: Um hum.

Roger Emmons: If Terry's okay with that. Two hundred (\$200.00)?

Commissioner Phillippe: That's fine.

Roger Emmons: Okay.

Commissioner Johnson: I'm okay with two hundred (\$200.00).

Roger Emmons: Okay.

Commissioner Saylor: I'm, I'm just disappointed in this property owner having to pay this money. If he would have done it on his own, he wouldn't have to pay a dime.

Roger Emmons: That's right.

Commissioner Saylor: So, I'll go ahead and agree to the two hundred dollars (\$200.00) per month.

Roger Emmons: Alright.

ROAD USAGE AGREEMENT ADDENDUM FOR SEVEN HILLS ROAD AMERICAN LAND HOLDINGS

Roger Emmons: I have one (1) last item. I don't know if it's on the agenda, but I just got it late. It went to, I think I sent it to the Commissioners and Bobby and Steve got it. It has to do with the addendum to the agreement for road usage, Seven Hills and Lilypad Road which includes Bridge 43. And Todd, do you have that with you?

Todd Glass: Yes, I did get it printed off. That's with American Land Holdings.

Roger Emmons: Yes.

Todd Glass: We had submitted our proposed addendum and we've been waiting on their suggested revisions to it. And I don't know if you had a chance to look at it, Bobby, but they're just asking for thirty (30) days to pay the invoice, within thirty (30) day of receipt from the Commissioners, to reimburse the County. And I don't have any problem with that.

Bobby Howard: No, I reviewed the United Contract, who will be doing the work, they're going to pay and there is no specific time line on payment. So, I think they're going for forty (40), but thirty's (30) fine.

Todd Glass: It's a little better than what...

Roger Emmons: Actually helps United Consulting out.

Todd Glass: But, unless the Commissioners had a question about that timeline, the addendum is in proper form and I would defer to the Commissioners for approval of addendum for the agreement for road usage of Seven Hills and Lilypad Roads with American Land Holdings.

Commissioner Johnson: I'll make that motion.

Commissioner Saylor: Second.

Commissioner Phillippe: First and a second. All in favor signify by saying, aye.

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you, Mr. President. That's all I have until we get to the Purchasing Department.

Commissioner Phillippe: Okay. Very good.

(Peabody Road Usage Addendum is located on Page 14 of these Official Minutes)

COUNTY ATTORNEY INTERLOCAL AGREEMENT WITH OHIO TOWNSHIP - CORONAVIRUS RELIEF FUND PROGRAM

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

Todd Glass: Okay, looks like first item on my list, I actually have a few items. But, the one (1) listed on the agenda is the Interlocal Agreement with Ohio Township. This is actually, with regards to the now defunct Coronavirus Relief Fund Program from last fall. One (1) of the requirements for that program, and we represented to the State Board of Accounts, that for funds that were, the few funds that were distributed according to that program, we would have an Interlocal in place with Ohio Township. It's taken quite some time to get them to agree on it. But, they have done so. So, it's a proposed Interlocal Agreement to guarantee their application of those funds as represented and it's just to approve to sign and stick in our file and for audit purposes.

Commissioner Phillippe: Very good. I'll entertain...

Todd Glass: Little behind the game here. But, it still would serve the purpose to have it approved and signed and with the Commissioners' Office and with the Auditor's Office as (inaudible).

Commissioner Phillippe: Any comments, questions?

Commissioner Saylor: Comments for those of you who don't know, that's a building that was built on Township property just west and north of the new fire station. That's a, it first started as a pandemic storage building. Probably will be a pandemic/disaster storage building. We have no storage in this county as far as for PPE's and that kind of thing. And so, when this pandemic started, we were told we had thirty thousand (30,000) some odd PPE materials at ALCOA. When we went there, there was only three thousand (3,000). They were ten (10) years old. They were stale and, and really not, not usable. But, this, this building was paid for with Federal funds. It was an addition to the contract that Ohio Township had for building the new fire station. So, we was able to get it done and done quickly. There's already supplies and materials in there. This will be managed and operated by our EMA Department. So, I'm excited about it. If you haven't seen that building, I think we're going to have a public viewing of it. While it's not exciting, but I think it's necessary. I think, you know, we have brainstormed with EMA about major catastrophe of an earthquake and trying to get our citizens to be somewhat self-sufficient and prepared. You can look down at Texas to see people that aren't prepare for catastrophes. And that in itself creates a catastrophe. So, we're charging our EMA to hopefully get some dollars to spend money to educate our citizens, so we can get twenty percent (20%) of them, thirty percent (30%) percent of them that are prepared for disasters, tornados, and you know, maybe, you know, no, no heat. You know, that kind of thing. That will just be less people that we have to deal with. We want to supply some supplies in there for our first responders. Because if those families are not taken care of immediately, we won't have first responders. So, we feel like those, those are going to be some key things that we look at. But, again, that's going to be managed through our EMA and their board.

Commissioner Phillippe: Thank you.

Commissioner Saylor: Um hum.

Commissioner Phillippe: Great description.

Todd Glass: And this, Mr. President, this Interlocal, like I said, to just have it signed, sealed, and delivered, really covers only a small portion of those expenses through the prior program. But, it is something to do.

Commissioner Phillippe: Okay.

Commissioner Saylor: I make a motion to approve the Interlocal Agreement with Ohio Township.

Commissioner Johnson: I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Ohio Township Interlocal is located on Pages 14 through 17 of these Official Minutes)

**RESOLUTION EXPRESSING SUPPORT FOR
LOCAL CONTROL OF LAND USE DECISIONS
RESOLUTION 2021-04**

Todd Glass: Next, Mr. President, not on the agenda, however, is a Resolution that will need a Resolution number for.

Kristine Georges: Looks like number '04.

Todd Glass: Proposed Resolution 2021-04, a Resolution of the Board of Commissioners of Warrick County, Indiana, expressing support for local control of land use decisions. This is a proposed Resolution, Mr. President, in opposition to a pending House Bill 1381 which if enacted, would disenfranchise Warrick County citizens of the ability to determine the conditions under which wind energy and solar energy projects can and would be allowed in Warrick County and it is simply resolving that the Board of Commissioners of Warrick County express their opposition to House Bill 1381 and any other legislation that disenfranchises local citizens of the right to make local planning decisions and to direct the future of their own communities.

Commissioner Phillippe: Very good. I know there are a lot of other Counties in the State of Indiana doing the same thing. They'd like to make their own decisions without the State's, I won't say overstepping their bounds, but, I think we need to do the same thing. Any thoughts or comments?

Commissioner Johnson: I agree. I just think that Warrick County citizens know their County more, better than the State.

Commissioner Phillippe: Exactly.

Commissioner Saylor: Well, I would just like to add, this is just the perfect example of Mainstream being considered a utility. If these guys have that same designation, they can do what they want to do. So, we've got to put these kinds of things in place and check and resist that State, one (1) size fits every county. So, I fully support this.

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

Commissioner Johnson: Make the motion to approve Resolution 2021-04. I second that.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Resolution 2021-04 is located on Pages 17 through 18 of these Official Minutes)

NON-PROFIT COVID RELIEF FUND COMMITTEE RECOMMENDATIONS

Todd Glass: And lastly, Mr. President, I just asked Commissioner Saylor, I believe that perhaps Commissioner Saylor and Greg Richmond, on the Non-Profit Relief Fund Committee, might have had a chance to meet and review two (2) proposed Non-Profit Grant Applications from the Warrick County Council on Aging and the Newburgh Museum. Did you get that accomplished?

Commissioner Saylor: Yes. I did not meet with Greg cause he's unable to meet right now. So, we did it via text and communications.

Todd Glass: Both the Newburgh Museum and Warrick County Council on Aging has submitted an application under the program with all appropriate supporting materials requesting Grant amounts of five thousand dollars (\$5,000.00) each from the Non-Profit Relief Fund. And those are in order and approved by the Committee and available for approval by the Commissioners.

Commissioner Saylor: Is Greg on the line?

Commissioner Phillippe: Greg is on the line. Greg, can you hear us? Greg is not on the line. Okay, I was going to see if he had any comments or questions. I'm going to take that as a no. I'll entertain a motion to approve.

Commissioner Saylor: I make a motion to approve the Pandemic Relief Funds...

Todd Glass: Application, application for grants from the Warrick County Council on Aging and Newburgh Museum Foundation.

Commissioner Saylor: Grants, yeah. As said by our Legal Counsel.

Commissioner Johnson: Second.

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

Commissioner Johnson: Aye.

Commissioner Saylor: Aye.

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

Todd Glass: Thank you, Mr. President. There's nothing further.

Councilman Richmond: This is Greg. I had it muted. Sorry.

Commissioner Phillippe: Alright.

**COUNTY AUDITOR
CERTIFIED CLAIMS**

Commissioner Phillippe: Next, next order of business is our County Auditor. Debbie?

Auditor Stevens: Alright, thank you. I will start off with Certified Claims. I have a total of four million nine hundred fifty-six dollars...fifty-six thousand two hundred twenty-eight dollars and ninety-two cents (\$4,956,228.92). That's four-nine-five-six-two-eight-point-nine-two (\$4,956,228.92). Those are all Certified.

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

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Alright.

(Certified Claims are located on Pages 18 through 21 of these Official Minutes)

NON-CERTIFIED CLAIMS

Auditor Stevens: Non-Certified, First Bankcard for the amount of twenty-seven dollars and fourteen cents (\$27.14). This was for sodas and candy.

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

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Auditor Stevens: Okay.

(Non-Certified Claims are located on Page 21 of these Official Minutes)

PAYROLL CLAIM

Auditor Stevens: I have Payroll. Both Certified and Non-Certified in the amount of five hundred seventeen thousand four hundred twenty-five dollars and seventy-three cents (\$517,425.73). Five-one-seven-four-two-five-point-seven-three (\$517,425.73).

Commissioner Johnson: Make a motion to pay Payroll.

Commissioner Saylor: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Payroll Claim is located on Page 21 of these Official Minutes)

TREASURER'S REPORT

Auditor Stevens: I do have the Treasurer's Report. Roger, I'll leave that with you.

Roger Emmons: Okay.

Auditor Stevens: Her monthly report. And, that is all I have.

Commissioner Phillippe: Very good. Thank you.

Auditor Stevens: Do you have anything for me?

Commissioner Johnson: Did you say that you had some Non-Certified Payroll?

Auditor Stevens: I do have Non-Certified Payroll.

Commissioner Johnson: Is it covered in this five hundred seventeen (\$517,000.00)?

Auditor Stevens: Yes, it is.

Commissioner Johnson: Okay.

Commissioner Saylor: Bob, Bob, did you need to see it?

Commissioner Johnson: No.

Commissioner Phillippe: Thank you.

Auditor Stevens: That's it.

Commissioner Phillippe: That's it.

Auditor Stevens: Alright, thank you. That's all I have.

(Treasurer's Report is located on Page 22 of these Official Minutes)

**COUNTY ENGINEER/HIGHWAY
ACKNOWLEDGEMENT OF INDOT/LPA AGREEMENT FOR PRESIDENT'S ELECTRONIC
SIGNATURE FOR BRIDGE 113 PROJECT**

Commissioner Phillippe: Alright, next order of business is our County Engineer and Highway Director. Bobby?

Bobby Howard: Thank you, Sir. The first item I have tonight is acknowledgement of a document signed for the INDOT/LPA Construction Agreement for DES. #1600739. That is our Bridge 113 Project. Just a little background, INDOT is switching to the DocuSign for all these agreements and it is being emailed to the person with legal binding authority. And with that being said, I think we need to establish by motion that the President of the Commissioners has that legal binding authority so that it's in our meeting minutes. Not only for this agreement, can we do that for future agreements, or do we do it one (1) at a time as they come in?

Todd Glass: How often is that, Bobby?

Bobby Howard: It depends on different parts of the, it, it could be quarterly. It could be different parts of the agreement. This is the construction inspection. There'll be another agreement later on when, when they, when we get a grant for the construction engineering. There's just different aspects of it that they'll ask for.

Todd Glass: Might I suggest a motion that give him that authority for calendar year 2021 and if anything comes up for the remainder of the year, you're good to go.

Bobby Howard: Okay, because...

Todd Glass: But, rather than do it piecemeal. But, if we do it and it goes on for years, it might be tough to go back and find out where that authority was. And...

Bobby Howard: I'm going to forward any meeting minutes to INDOT as I, as I, as they're available.

Todd Glass: But, if the Commissioners would be interested in moving to give the President that authority for the contracts for the calendar year 2021, then you can do it on an annual basis.

Commissioner Phillippe: Do you feel that's probably tied into the, the Bill? I don't know if it's a Senate Bill or a House Bill that's, sounds like it's switching to electronic signatures.

Todd Glass: Could be, could be. I'm not sure, Mr. President.

Bobby Howard: Yeah, I think, they basically plan on doing this going forward is what I was told, for electronic signatures.

Roger Emmons: Bobby, did you say that was for a bridge?

Bobby Howard: This is Bridge 113. This is the construction agreement, our State LPA Agreement. This is for...

Roger Emmons: The reason I ask is, is on the agenda is says SRTS, Safe Routes to School.

Bobby Howard: Oh, well, that's a mistake on the agenda.

Roger Emmons: So, Bridge 113.

Bobby Howard: Yes.

Roger Emmons: Thank you.

Bobby Howard: Basically, it is, if I can find it here, it's for funding in the amount of one million seventy-five thousand dollars (\$1,075,000.00) towards the construction cost of that bridge. And that bridge will go to letting this July.

Commissioner Phillippe: Very good. I will entertain a motion on that suggestion.

Commissioner Johnson: Make a motion to agree with or acknowledge the agreement for the President of the Board to electronic signature....

Bobby Howard: (Inaudible) to have legal binding authority, I believe.

Commissioner Johnson: Yeah, that, for the year 2021.

Commissioner Saylor: I'll second that.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Bobby Howard: Thank you.

(Acknowledgement for Electronic Signature is located on File in the Auditor's Office)

BELL ROAD PROJECT CHANGE ORDERS #8, #9, AND #10

Bobby Howard: Next items I have, and I did just receive the, on the agenda I have Bell Road Change Orders #8 and #9. And then today, I did receive #10. I'll take these, I'll just read these off one (1) at a time. Bell Road Change Order #8 is in the amount of two thousand two hundred twenty-seven dollars and forty cents (\$2,227.40). And this is in regards to the signpost. The plans called for type one (1) posts, and really, or type two (2) posts and really the specification is for type two (2). So, that change is an increase of two thousand two hundred twenty-seven dollars and forty cents (\$2,227.40).

Commissioner Saylor: Bobby, was that not in the specs.

Bobby Howard: The specs called out different posts than what was required. Change Order #9, this was for the testing for the transit line, that Chandler Water Line that was abandon in place. This one (1) goes hand in hand with Change Order #10. But in order to do the testing to figure out what the requirements were going to be for this line, this change order is for a hundred and sixty dollars and fifty cents (\$160.50)

Roger Emmons: #9 was one-sixty (\$160.00)?

Bobby Howard: A hundred and sixty dollars and fifty cents (\$160.50) for Change Order #9.

Roger Emmons: Okay.

Bobby Howard: Those test results determined that the water line that was abandon in place was indeed an asbestos line, four (4) inch water line. I believe it was tested at nineteen percent (19%) asbestos. And so, the specifications did not call out regulated asbestos materials removal. And so, we had asked based on this, for the change order amounts and the total of this change order is seventy-eight thousand three hundred and ninety-two dollars and nine cents (\$78,392.09) to remove twenty-eight hundred (2,800), approximately twenty-eight hundred (2,800) lineal feet of four (4) inch transit water main.

Commissioner Phillippe: Can you repeat that amount?

Bobby Howard: Seventy-eight thousand three hundred and ninety-two dollars and nine cents (\$78,392.09).

Commissioner Saylor: So, Bobby, do we, is that a hundred percent (100%) on us or....?

Bobby Howard: At this time there's no Federal funds to pay the eighty percent (80%) match. If something became available, I could, I could ask for it. It's kind of, when I go back and say, okay, the other things that the MPO did for us, the MPO gave funds towards Telephone Road and that kind of offsets this. Instead of giving the MPO eighty percent (80%) on this, they gave it on Telephone. It's the same thing, we got seven hundred twenty-two thousand dollars (\$722,000.00) from the MPO from, for Telephone Road, P.E., to match our eighty percent (80%) cost. So, in a way, we did get Federal funds, but they moved it to Telephone Road and then also to our Safe Routes to School Project which also just let. I was going to bring that up after this. But, that project just let for bid and it came in at nine hundred sixty thousand three hundred forty-four dollar (\$960,344.00). The low bid was JBI Construction. And the MPO fully funded us an additional hundred and thirteen thousand nine hundred seventy-seven dollars (\$113,977.00) to fully fund that project as well, in addition to the seven hundred twenty-two thousand (\$722,000.00) for Telephone. So, it's really just a matter of, they could of gave us less on one (1) of those other projects and put some in this. But, that is where the funding fell.

Commissioner Phillippe: So, first of all, Bobby, I know we had plans to give you kudos at some point in this meeting. Seems like an appropriate place. Not sure if everybody understood what all he just said there. Bobby's basically stating that he's, he's accrued over eight hundred and some odd thousand dollars (\$800,000.00) solely through his efforts. So, thank you very much for that.

Bobby Howard: Thank you.

Commissioner Saylor: Good job.

Roger Emmons: Good job, Bobby.

Commissioner Johnson: Good job, Bobby. And on that note, I'll say this Bell Road Project's been a disaster from the start.

Roger Emmons: It has been.

Commissioner Phillippe: I understood everything you just said, but why do we have to pay for something that was left out of the specs?

Commissioner Johnson: Chandler's water line.

Bobby Howard: Chandler, it was in the, Chandler put it in theirs. I don't know, I think we've had some conversations with that, and it was missed. The designer missed it. But, the contractor still has to do the work. So, right now, if the designer would have hit it and found it and put it in, we'd still be paying a portion of this amount. So, it's just the fact that we found out later that we had to do a change order because it didn't make it in the original.

Commissioner Johnson: Well, why can't Chandler take care of their own line?

Bobby Howard: They feel they followed, I discussed that, I've asked Chandler to look into that. They said that they followed their rules and regulations. The abandon in place is legal for transit line. They followed all the necessary requirements and they reported it to our designer.

Commissioner Johnson: They did?

Bobby Howard: So, they, they felt like they did everything that they're required to do. So, I followed that route and then I've went with our designer and even asked our designer for any assistance and they have not been real receptive. They're just looking for ways to help reduce some of the costs and all that's been a dead end to this point.

Commissioner Johnson: Okay. I've got a good memory. Commissioner Saylor, this is your, you want to make a motion?

Commissioner Saylor: I make a motion to approve the, is that, is that officially Change Order #8, #9, and #10?

Bobby Howard: Yes.

Commissioner Saylor: I make a motion to approve Change Orders for the Bell Road Project #8, #9, and #10 as stated by our Highway Director.

Commissioner Johnson: I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye. Motion carries three, zero (3-0). Is it safe to assume we don't have a negative balance anymore?

Bobby Howard: That is safe to assume.

(Change Orders #8, #9, and #10 are located on File in the Auditor's Office)

BRIDGE 310 SUPPLEMENTAL DESIGN AGREEMENT – LOCHMUELLER GROUP

Bobby Howard: Next is Bridge 310, Supplement Design Agreement. This is with Lochmuller Group. During the environmental process, the State's Historic Preservation Officer requiring the bridge now to be photo, photo, photographically documented. And the photos are to be archived. This was not part of the original specifications. It's a new requirement. And to do that and also INDOT has developed updated public involvement guidelines that require additional involvement and effort due to the COVID-19 Pandemic and the consultant will need to change some of the services and requirements and to photo document all parts of this structure and additional public involvement COVID plan is a net increase of nineteen thousand four hundred dollars (\$19,400.00). So, I'd ask for approval of Amendment #1 for nineteen thousand four hundred dollars (\$19,400.00).

Commissioner Johnson: Can you help me understand what a bridge design has to do with COVID?

Bobby Howard: Well, basically, public involvement procedures that we have to do, because there are new public involvement procedures to develop virtual meetings to safeguard in-person public hearing venues. Recording of the presentations have to be done differently. They said virtual meeting distribution and hosting. Changing some of the ways they, they would normally have to do public involvement. So, that changed some of their requirements. But, the majority of this is in the photo documentation and archiving.

Commissioner Saylor: Being a professional photographer for thirty (30) years, that's a lot of money.

Commissioner Johnson: I can have a meeting. I can take pictures. I can do everything with this right here.

Commissioner Saylor: Is that, is that an eighty/twenty (80%/20%), Bobby?

Bobby Howard: Yeah, I think right now, it and be, yes. I believe there's funding available.

Commissioner Phillippe: Which bridge is Bridge 310?

Bobby Howard: Bridge 310 is Myers Road.

Commissioner Saylor: You ready for a motion?

Commissioner Phillippe: Huh?

Commissioner Saylor: You ready for a motion?

Commissioner Phillippe: Yep. I'll entertain a motion for Bridge 310 Supplemental Design Agreement.

Commissioner Saylor: So moved.

Commissioner Johnson: Second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

(Lochmueller Agreement Amendment 1 is located on Page 22 of these Official Minutes)

BRIDGE INSPECTION CONTRACT WITH BLN INDOT 2021-2024 BRIDGE INSPECTION CYCLE

Bobby Howard: The next item I have is the Bridge Inspection Contract with BLN. This contract has been with INDOT for some time. They have finally reviewed and gave us the authorization to proceed. It's for the Bridge Inspection Contract through the 2021-2024 Inspection Cycle, Phase 1, Phase 1A, Phase 2, and Phase 2A. And that would begin this, I believe, I believe it's August is our inspection date. This amount and this is another eighty/twenty (80%/20%) contract, being eighty percent (80%) Federal. And it is three hundred fifty-four thousand fifty-five dollars and fifty-seven cents (\$354,055.57). Three hundred fifty-four thousand fifty-five dollars and fifty-seven cents (\$354,055.57).

Commissioner Phillippe: I'll entertain a motion.

Commissioner Johnson: Make a motion to approve the Bridge Inspection Contract.

Commissioner Saylor: Second.

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

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

Commissioner Saylor: Aye.

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

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

WINTER STORM FINANCIAL IMPACTS

Bobby Howard: I'm just checking my notes. I mentioned the Safe Routes to School Project letting JBI, the Telephone Road additional funding amount, and do you want me to update on the weather events costs? Or do you want to bring that up, Dan?

Commissioner Saylor: You can, if you have those numbers in front of you, Bobby, you can.

Bobby Howard: Okay, and this is from February 5th to February 19th. The cost to remove, for snow removal and ice removal for the Highway Department came to a total of two hundred ninety-four thousand nine hundred ninety dollars (\$294,990.00) over this two (2) week period. A hundred and seventy-five thousand dollars (\$175,000.00) of salt. Twenty-five hundred (\$2,500.00) of sand. And the remaining, or twelve thousand dollars (\$12,000.00) of the chemical treatment and the remaining is the eighty... eighty-two thousand four hundred ninety dollars (\$82,490.00) in labor. Of that, forty-four thousand nine hundred fifty dollars (\$44,950.00) was overtime.

Commissioner Saylor: Well, Bobby, that's, that's a big price tag. But, you've had, you've had a difficult, you know, the old saying the perfect storm. You had a difficult storm to fight with the temperatures as, as they were. But, you know, being a fellow who listens to the, who's real attuned to the crashes in this County and where they're at and where they're happening, I think the Sheriff might attest to this, I think your quick action prevented a lot of collisions and, and people off the road and side-offs. While we still had some of those, but, I think, you know, I mean listening to the radio,

you can kind of get attuned to what's going on. But, and also, I want to say, I've received an overwhelming number of complements on our Highway Department and crew. And so for that, I thank you.

Bobby Howard: Thank you. I'll pass that along to the rest of the crew.

Commissioner Johnson: I agree.

Commissioner Phillippe: I agree.

Commissioner Johnson: You guys did a fantastic job this year on this particular storm. And it's a large number, but it saved lives.

Commissioner Saylor: Let's hope there's no more.

Bobby Howard: Yeah.

Commissioner Saylor: So.

Bobby Howard: And if Greg's still listening, I'll be coming for an additional appropriation for overtime.

Commissioner Saylor: Greg, are you on mute again? Yep.

Commissioner Phillippe: Had his fingers in his ears that time. Very good. Thank you, Bobby.

Bobby Howard: Thank you, that's all I have.

COUNTY PURCHASING OPEN QUOTES FOR PROPOSAL OF ON-SITE TESTING IN WARRICK COUNTY COURTHOUSE FOR AIR QUALITY IMPROVEMENTS

Commissioner Phillippe: Next order of business, this is the County Purchasing. Roger, you filling in for Joe?

Roger Emmons: Yes, thank you, Mr. President. The quotes were due today at noon and we received three (3) proposals timely. One (1) from Orr, O-r-r, Environmental Solutions, LLC EnviroForensics; and Popham Construction. The Orr Environmental Solutions, unlike the other two (2), the other two (2) submitted a lump sum. Orr Environmental Solutions, they have a fee schedule and terms, and by the way, I believe I copied you on all those either by email or hard copies. They've got payment terms for the pressure field extension test, are based on a time and expenses cost of six hundred fifty dollars (\$650.00). So, it goes on to say, you know, if the actual scope or schedule differed, then they would provide a written change order. So, you know, in the end, they've got proposed budgets, six hundred fifty dollars (\$650.00). And then EnviroForensics, they've, their scope of services, cost estimate, they have a lump sum cost of eight thousand four hundred and forty-five dollars (\$8,445.00). Let me see, I thought they might have mentioned another hourly cost. But, they do not, so that's eight thousand four hundred forty-five (\$8,445.00). And Popham, that's P-o-p-h-a-m, Construction, they proposed to install up to forty (40) holes, a total cost of nine thousand six hundred seventy-seven dollars (\$9,677.00) even. And then, additional holes, which could be necessary, will be billed at one hundred twenty-five dollars (\$125.00) per hole. I believe based on the depth and scope and complexity of this issue that the Commissioners should take these under advisement at this time. Let Joe take a look at them when he returns. I think he's going to try to return this Friday. Because he may want to get with Greg Orr at Orr Environmental Solutions and just point this out. I couldn't find a copy of the invitation to quote that Joe sent out. But, probably, I'm sure it's in his office somewhere. But, I think that's our, what you need to do now.

Commissioner Saylor: I agree Roger. There's some huge differences here. And some questions that need to be answered, so I make a motion to table.

Commissioner Johnson: And I'll second.

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

Commissioner Saylor: Aye.

Commissioner Johnson: Aye.

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

Roger Emmons: Thank you.

COUNTY SHERIFF

Commissioner Phillippe: Next order of business, Sheriff

Sheriff Wilder: I have nothing.

Commissioner Phillippe: Very good.

**COMMISSIONER ITEMS FOR DISCUSSION
APPRECIATION EXPRESSED TO SEVERAL COUNTY DEPARTMENTS**

Commissioner Phillippe: Dan?

Commissioner Saylor: I had the MPO Award for seven hundred twenty-two thousand dollars (\$722,000.00) for Engineering. Bobby, again, thank you. You know, winter storm costs. And I also want to give a shout out the Sheriff's Office and their job done during the storm. It creates additional pressures on these guys. These guys are in intersections where there's already accidents, there's additional cars coming at them. So, I appreciate, Sheriff, you guys out there operating in a safe manner. Thank you.

Commissioner Johnson: Ditto. Nothing.

Commissioner Phillippe: Entertain a motion to adjourn.

Commissioner Johnson and Commissioner Saylor: I make a motion to adjourn.

Commissioner Phillippe: First and a second. All in favor signify by saying, aye.

Commissioner Johnson: Aye.

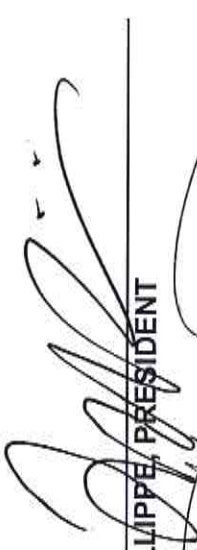
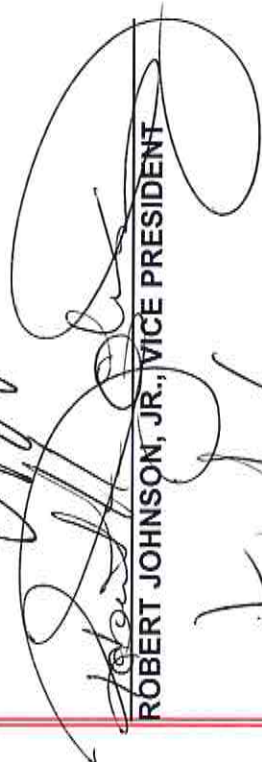
Commissioner Saylor: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:49 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

ADDENDUM TO AGREEMENT FOR ROAD USAGE
(Seven Hills and Lilly Pad Road)
1834-000106-00

This Addendum to Agreement for Road Usage ("Addendum") is made effective as of the day of _____, 2021, by and between **AMERICAN LAND HOLDINGS OF INDIANA, LLC**, a Delaware limited liability company, with an address of 701 Mark Street, Suite 700, St. Louis, Missouri, 63101-1826 ("User") and Warrick County, Indiana, by and through the Board of Commissioners of Warrick County, Indiana, with an address of 107 W. Locust Street, Suite 331, Boonville, Indiana, 47601 (the "Commissioners")

WHEREAS, the User and the Commissioners, entered into an Agreement for Road Usage effective December 9, 2019 (the "Agreement");

WHEREAS, related to User's use of certain Warrick County roadways pursuant to the Agreement, the Commissioners are contracting for the inspection and assessment of Bridge No. 43, located on Seven Hills Road in Warrick County, over which vehicles operated by the User, its employees, representatives, and/or agents will haul materials pursuant to the terms of the Agreement;

WHEREAS, the User and the Commissioners desire to modify certain terms of the Agreement, such that the User shall pay for any and all costs associated with the contracted inspection and assessment of Bridge No. 43, as described more fully below; and

WHEREAS, the User and the Commissioners do not intend for the incorporation of this Addendum to modify any other portions of the Agreement not specifically modified as a direct result of said incorporation, nor does said incorporation serve as either party's intent to extend, renew, or otherwise modify the term of the Agreement.

NOW, THEREFORE, American Land Holdings of Indiana, LLC, and Warrick County, Indiana, do hereby agree that the Agreement shall be modified only to the extent set forth therein:

1. Section 13 shall be added as follows:

As additional consideration for the User's right to use said roadways pursuant to this Agreement, the User shall reimburse Commissioners for any and all costs associated with the inspection and assessment of Bridge No. 43, located on Seven Hills Road in Warrick County, performed by the Commissioners, their agents, or representatives. The User shall pay for the cost of such inspection, including each invoice received by the Commissioners for the cost of such inspection, in accordance with Section 11, and the User shall pay such invoice within thirty (30) days of receipt from the Commissioners. If payment is not made within thirty (30) days of User's receipt of such invoice, the User may be deemed by the Commissioners to have accepted the invoice. Payment of such invoice by the User may immediately be declared forfeited and payable to Warrick County, Indiana, to the extent necessary to pay costs associated with the inspection and assessment of Bridge No. 43.

2. Except as hereby modified, substituted, altered or changed, all terms and conditions of said Lease shall remain in full force and effect.

3. This Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

AMERICAN LAND HOLDINGS OF INDIANA, LLC

WARRICK COUNTY, INDIANA

By: Bryce G. West, Vice President

By: [Signature] BOULEVARD OF COMMISSIONERS

Name: BRYCE G. WEST

Title: Vice President

02/22/21

**INTERLOCAL AGREEMENT
BY AND BETWEEN**

**THE OHIO TOWNSHIP TRUSTEE
OHIO TOWNSHIP, WARRICK COUNTY, INDIANA**

AND

**WARRICK COUNTY, INDIANA
BY AND THROUGH ITS
BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA**

THIS AGREEMENT (this "Agreement") is effective as of this 1st day of October, 2020, by and between OHIO TOWNSHIP TRUSTEE ("OHIO TOWNSHIP TRUSTEE"), WARRICK COUNTY, INDIANA, through its TOWNSHIP TRUSTEE ("Ohio Township"), and WARRICK COUNTY, INDIANA, by and through the BOARD OF COMMISSIONERS OF WARRICK COUNTY (the "County").

WITNESSETH:

WHEREAS, Ohio Township is a "Township" as defined by Indiana Code 36-1-2-22;

WHEREAS, Warrick County is a "County" as defined in Indiana Code 36-2-1-1, and is governed by its Board of Commissioners as its "County Executive" as provided in Indiana Code 36-2-2, *et seq.*;

WHEREAS, in response to the national health emergency declared by the novel Coronavirus 2019 ("COVID-19"), the United States Congress enacted the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), which authorized for the United States Treasury to distribute Coronavirus Relief Funds ("CRF") to States to be used for the limited purposes set forth in Section 601(a) of the Social Security Act as added by Section 5001 of the CARES Act;

WHEREAS, the State of Indiana received a direct distribution of CRF, and the Governor of the State of Indiana made \$300,000,000 of these funds available to reimburse certain expenses incurred by Indiana political subdivisions;

WHEREAS, the Indiana Finance Authority ("IFA") has been charged with developing and managing the program to enable eligible CARES Act expenditures incurred by political subdivisions to be reimbursed as part of the CRF (the "CRF Program");

WHEREAS, pursuant to the CRF Program, the Executive Body of a county is responsible for submitting requests for reimbursement under the CRF Program for those expenses incurred by county offices and departments, as well as townships;

WHEREAS, on May 18, 2020, the President of the Board of Commissioners of Warrick County, Indiana, Robert J. Blevins, and the Board of Commissioners of Warrick County has the authority to bind the County, and other applicable political subdivisions located within the County, in seeking reimbursement from the CRF Program;

WHEREAS, the County has agreed to submit requests for reimbursement of eligible expenses incurred by Ohio Township that are deemed to be reimbursable under the CRF Program;

WHEREAS, in order for the County to allocate any reimbursement received as part of the CRF Program to Ohio Township, the County and Ohio Township are required to enter into an agreement to establish certain accounting and financial reporting protocols so as to outline the responsibilities and liabilities relating to the accounting and reporting of said funds;

WHEREAS, as a result of the County allocating any reimbursement received under the CRF Program to Ohio Township, the County is classified as a "pass-through Agency" for Ohio Township, and Ohio Township is classified as a "recipient" of those monies allocated to Ohio Township from the County as part of the CRF Program;

WHEREAS, pursuant to Ind. Code 36-1-7, *et seq.*, Warrick County and Ohio Township desire to enter into an Interlocal Agreement for those purposes as more fully described herein;

NOW, THEREFORE, for and in consideration of the mutual agreements of the Parties hereto, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Incorporation of Recitals.** The Recitals above are incorporated as if the same were fully set forth herein.
2. **Submission of Requests for Reimbursement under CRF Program.**
 - a. **Requests for Eligible Expenses.** Ohio Township shall include as part of any submission of said expenses to the County any and all receipts, invoices, internal claim or auditing forms, and other supporting documentation and information that substantiate or otherwise relate to such expense comprising those expenses that are deemed eligible for reimbursement by the IFA as well as those expenses that are deemed eligible for reimbursement by the IFA to its employees, officers, agents, or representatives, cannot and will not guarantee the eligibility of any expense as being reimbursable under the CRF Program.

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- b. **Review of Eligible Expenses by the County.** Following a submission of expenses by Ohio Township, as described in Subsection 2(a), above, the County shall review the submission to determine to the best of its ability, if, and to what extent, such expenses would qualify as reimbursable under the CRF Program. Ohio Township recognizes and acknowledges that, in the event the County reasonably determines that a submission of an expense by Ohio Township, as described in Subsection 2(a), above, is not eligible for reimbursement under the CRF Program, then the County will not submit such expense to the IFA for reimbursement, as outlined in Subsection 2(c), below. In such event, the County shall notify Ohio Township within a reasonable period of time of said determination, and Ohio Township understands and acknowledges that such expense will not be submitted by the County for reimbursement under the CRF Program. Ohio Township hereby agrees to the payment of such expenses from its own funds. For those expenses determined by the County, to the best of its ability, to qualify as reimbursable under the CRF Program, following such determination the County will organize each such expense into the designated expense category under the CRF Program that the County determines to be most applicable.

- c. **Submission of Request for Reimbursement of Eligible Expenses.** Following the County's review of those expenses submitted by Ohio Township, as described in Subsection 2(b), above, the County shall include those expenses of Ohio Township that the County reasonably believes to be eligible for reimbursement under the CRF Program as part of its request for reimbursement of eligible expenses to the IFA. Notwithstanding the foregoing, Ohio Township understands and acknowledges that the date, time, and manner of submission of reimbursement requests to the IFA, which may include expenses incurred by Ohio Township, is in the sole discretion of the County.

3. **Review of Requests for Reimbursement of Eligible Expenses by the IFA.**

- a. **Approval of Reimbursement of Eligible Expenses.** For those expenses incurred by Ohio Township that are approved for reimbursement by the IFA as part of the County's submission under Subsection 2(c), above, the County shall distribute those funds to Ohio Township in accordance with Section 4, below.

b. **Denial of Reimbursement of Eligible Expenses.**

- i. In the event the IFA denies the reimbursement of any expenses incurred by Ohio Township that are submitted by the County in accordance with Subsection 2(c), above, the County shall not be liable to Ohio Township or any other third party for the payment or reimbursement of such expenses which are rejected for reimbursement by the IFA. Rather, in such event, Ohio Township acknowledges and agrees that it is solely responsible for said expenses incurred and shall

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- ii. not seek or otherwise demand payment from the County, or its officers, employees, agents, or representatives, to compensate Ohio Township for such expenses.

- iii. Furthermore, from time to time, the County may contact the IFA so as to inquire as to whether certain particular expenses or purchases constitute an expense that is eligible for reimbursement under the CRF Program. Ohio Township acknowledges, in the event the IFA advises the County that a certain, particular expense or purchase would be treated as reimbursable under the CRF Program, only for the IFA to later determine – once said expense or purchase is submitted by the County for reimbursement in accordance with Subsection 2(c), above – that said expense or purchase no longer qualifies as reimbursable, the County shall not be liable to Ohio Township or any third party for the payment or reimbursement of such expense(s) or purchase(s) which are deemed unallowable or otherwise not reimbursable.

- iv. Nevertheless, in the event of a denial of all or any reimbursement by the IFA as described under this Subsection 3(b), the County shall communicate to Ohio Township, via email to the email address listed below, of such denial within forty-eight (48) hours of the County being made aware of such denial.

4. **Distribution of Allocated Funds to Ohio Township.**

- a. **Disbursement of Funds to the County from the IFA.** Upon the disbursement of funds by the IFA to the County under the CRF Program, the County Auditor shall deposit all such monies into the fund specifically created to receipt CRF Program disbursements, in compliance with Ind. Code 5-13-6-1. For those disbursement amounts that represent expenses incurred by Ohio Township which have been approved for reimbursement by the IFA, the County shall, within in thirty (30) days, review and confirm that such disbursement amounts match the total of Ohio Township expenses submitted by the County.

- b. **Allocation of Funds by the County to Ohio Township.** Within ten (10) days of the County's review of funds disbursed to the County by the IFA as described in Subsection 4(a) above, the County shall allocate and remit those funds to Ohio Township that represent Ohio Township's portion of eligible expenses submitted by the County for reimbursement under Subsection 2(c) which have been approved by the IFA in accordance with Subsection 3(a). Such funds shall be remitted to Ohio Township by warrant of the County. Within forty-eight (48) hours of Ohio Township receiving payment of the funds pursuant to this Subsection 4(b), Ohio Township shall submit a receipt of said funds to the County via email to the email address listed below.

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5. Receipt and Accounting of Funds Allocated to Ohio Township by the County.

- a. Receipt of Funds Allocated to Ohio Township into Separate Fund. Ohio Township shall establish a separate fund specifically for the purpose of receiving funds allocated to Ohio Township pursuant to the CARES Act, including monies allocated and distributed to Ohio Township under the CRF Program contemplated by this Agreement (the "Fund"). Ohio Township shall not commingle any reimbursement funds allocated to Ohio Township by the County under this Agreement with any other funds. Ohio Township shall submit monthly reports containing the Fund only includes those reimbursement amounts that have been allocated and disbursed to Ohio Township in accordance with this Agreement or that have otherwise been disbursed to Ohio Township pursuant to the CARES Act.
- b. Allocation of Funds Allocated to Ohio Township. For any and all reimbursement funds disbursed to, and received by, Ohio Township into the Fund, Ohio Township shall apply such amounts only for the purpose of reimbursing Ohio Township for such expenses that comprised the applicable submission(s) for reimbursement by the County, as described in Section 2. of this Agreement. Ohio Township shall not disburse any reimbursement funds of clarification Ohio Township shall not disburse any reimbursement funds to Ohio Township by the County following approval by the IFA, as outlined in this Agreement, except to reimburse Ohio Township for those expenses that were submitted by Ohio Township to the County for inclusion in the County's submission(s) for reimbursement of eligible expenses.
- c. Liability of Ohio Township for Misapplication of Funds. Ohio Township acknowledges that the County, as the designated pass-through Agency for the CRF Program under the CARES Act, is legally responsible for any and all funds disbursed to the County as part of the CRF Program, including those funds that are allocated and distributed by the County to Ohio Township. Therefore, the County is not liable for any misapplication of funds. Should Ohio Township, or any other State or Federal regulatory authority, that Ohio Township has misapplied or misused any reimbursement funds distributed to Ohio Township under the CRF Program, or has otherwise failed to apply said funds as described in Subsection (5)(b), Ohio Township shall reimburse the County for any such misapplication or misuse. The County reserves the right to otherwise order to repay to any State or Federal agency as a result of Ohio Township's misapplication or misuse.

6. Additional Reporting Requirements of Ohio Township. Ohio Township acknowledges that any funds distributed to Ohio Township under the CRF Program shall be reported to the County, Ohio Township shall report all CRF Program transactions, including distributions of funds by the County to Ohio Township.

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Township as contemplated by this Agreement, in Ohio Township's Schedule of Expenditures of Federal Awards ("SEFA"). Ohio Township acknowledges that the proper name and Catalog of Federal Domestic Assistance ("CFDA") number to use for its SEFA reporting is "Coronavirus Relief Fund, CFDA Number 21.019."

7. Single Audit Act. Ohio Township acknowledges and agrees, that for purposes of the CRF Program, Ohio Township is a sub-recipient of Federal funds. Therefore, Ohio Township is subject to the Single Audit Act, as provided in 31 U.S.C.S. § 7501, *et seq.*, as amended.

8. Access to Records. Pursuant to 2 CFR 200.331, Ohio Township shall permit the County, the State Board of Accounts, and any Auditors – as that term is defined under 2 CFR 200.7 – to have access to Ohio Township's records, books, documents, papers, correspondence, financial statements, and other such information, including but not limited to, all records, books, documents, papers, through Agency for purposes of the CRF Program, to meet the requirements of 2 CFR, Subtitle A, Ch. II, Pt. 200, as applicable.

9. Internal Controls. With respect to this Agreement and the CRF Program, the County shall have the right to audit Ohio Township's internal controls and requirements set forth in 2 CFR 200.303 as they relate to the CRF Program. The Party in the course of its ordinary course of business, as well as any such internal controls specifically developed for purposes of participating in the CRF Program.

10. Notice to Parties. Both Parties acknowledge and agree that whenever any notice, statement, or other communication is required to be sent to the other Party, it shall be sent to the following addresses, unless otherwise specifically advised:

For the County:
Warrick County Board of Commissioners
Attn: R. Lee Bennett, County Administrator
107 W. Locust Street, Suite 301
Boonville, Indiana 47601
Phone: (812) 897-6120

For Ohio Township
Ohio Township Trustee
Attn: Chad Bennett, Trustee
4333 Epworth Road
Newburgh, Indiana 47630
Phone: (812) 858-8835

11. Hold Harmless and Indemnification. Except as otherwise specifically provided in this Agreement, the County and Ohio Township shall indemnify and save and

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hold each other harmless from any and all liability, claims, damages, penalties, suits, costs, forfeitures, and expenses of every character whatsoever related thereto (including court costs, costs and expense of defense, settlement, and reasonable attorneys' fees) which either of them may hereafter incur, become responsible for, or pay to the extent resulting from any distribution or receipt of funds from the County under this Agreement, including but not limited to, or any violation of governmental laws, regulations, or orders by the indemnifying party, caused, in whole or in part, by, resulting from, arising out of, related to, or in any manner whatsoever connected with this Agreement. Furthermore, the County shall indemnify Ohio Township, its officers, agents, and employees from and against any and all claims, losses, damages, and injuries of whatever kind or nature caused in whole or in part by the negligent act or omissions of the County or any employee of the County. Ohio Township shall indemnify the County and against any and all claims, losses, damages, and injuries of whatever kind or nature caused in whole or in part by the negligent act or omissions of Ohio Township arising out of or in any way connected to this Agreement.

12. Entire Agreement. Both Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties as to the matters covered herein. This Agreement shall not be amended, modified, or otherwise changed in any way without the written consent of both Parties. This Agreement shall not be changed, modified, or amended except by written agreement executed by the Parties hereto.

13. Waiver of Rights. Both Parties acknowledge that the failure to enforce one or more of the provisions of this Agreement by either Party shall not be construed as a waiver of the right to enforce that provision or as a waiver of the right at any time thereafter to require strict compliance of its terms.

14. Assignment, Binding Effect. Both Parties acknowledge that this Agreement shall be binding upon their assignees and/or successors, and that neither Party shall assign its rights and responsibilities under this Agreement without the prior written consent of the other Party.

15. Governing Law. This Agreement is governed by the requirements of Ind. Code 36-1-7-3(a) and Ind. Code 36-1-7, *et seq.*, that pertain to interlocal cooperation.

[Remainder of page intentionally Left Blank]

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IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement this 22nd day of February, 2021.

"COUNTY"

BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

Terry J. Phillips, President
Robert H. Johnson, Jr., Vice President
Dana Saylor, Member

ALLEGIS:

Deborah K. Stevens, Auditor
Warrick County

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8

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement this day of February, 2021.

"Ohio Township"

OHIO TOWNSHIP TRUSTEE

Chad Bennett, Trustee

OHIO TOWNSHIP ADVISORY BOARD

Chad Bennett
Chad Bennett

Attest:

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9

RESOLUTION 2021-04
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, EXPRESSING SUPPORT FOR LOCAL CONTROL OF LAND USE DECISIONS

WHEREAS, the State of Indiana consists of diverse communities, each with its own needs and opportunities;

WHEREAS, across the State of Indiana, counties have created and implemented plans for development that provide the type of new investment and additional employment that is desired by the citizens of the county, and in many instances the desired development has included wind or solar projects;

WHEREAS, the Board of Commissioners of Warrick County believes that decisions regarding wind and solar development are best made by the citizens living in Warrick County, rather than by the wind and solar industry or State officials who live outside Warrick County;

WHEREAS, House Bill 1381 is currently pending in the Indiana General Assembly, and if enacted, such legislation would disenfranchise Warrick County citizens of the ability to determine the conditions under which wind energy and solar energy projects would be allowed in Warrick County;

WHEREAS, under House Bill 1381, communities with Warrick County would be compelled to allow wind and solar projects under conditions dictated by others living outside of Warrick County; and

WHEREAS, the Board of Commissioners of Warrick County desires to express its opposition to House Bill 1381 and express its support for the rights of individuals and families living in a community to direct their own future through land use decisions.

NOW, THEREFORE, BE IT RESOLVED, BE IT RESOLVED by the Board of Commissioners of Warrick County, Indiana, that the Board of Commissioners expresses its opposition to House Bill 1381 and any other legislation that disenfranchises local citizens of the right to make local planning decisions and direct the future of their own communities.

[Remainder of page intentionally left blank]

RESOLUTION 2021-04

Passed and adopted by the Board of Commissioners of Warrick County this 22nd day of February, 2021.

WARICK COUNTY BOARD OF COMMISSIONERS

Terry Phillips, President

Robert H. Johnson, Jr., Vice President

Dan Saylor, Member

ATTEST:

Deborah K. Stevens, Auditor

Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

[Signature]

Todd L. Glass, Esq. #13982-18
F O N S A D S E L L A Professional Corporation
520 N. Walnut Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

Warrick County Claims for Payment - Monday, February 22, 2021

Table with columns: Effective Date, Fund Name, Account Name, Amount, and Check. Lists various claims for payment including utility bills, construction, and other services.

Table with columns: Effective Date, Fund Name, Account Name, Amount, and Check. Continuation of the claims for payment table, listing various utility and service bills.

Prescribed by the State Board of Accounts
10548
COUNTY TREASURER'S MONTHLY REPORT
Required by IC 36-2-10-16 and IC 8-13

County Form No. 47-211

EXACT COPY

Month ending December 31st, 2020

WARRECK COUNTY
RECEIVED
FEB 09 2021
WARRECK CO. AUDITOR

1	CHARGES		
2	Advance Collections (Not Reconciled to Ledger or Refunded)	51,337,433.97	
3	Advance Collections of Taxes	100.00	
4	Advance Collections of Fees	50.00	
5	Late Collections (Including Late Assessment Penalties)	50.00	
6	State Change Fund	10.00	
7	Tax Sales Costs	10.00	
8	Severance Collections	50.00	
9	Storm Water	30.00	
10	Vehicle License Excise Tax	30.00	
11	Vehicle License Excise Tax	30.00	
12	Vehicle License Excise Tax	30.00	
13	Vehicle License Excise Tax	30.00	
14	Vehicle License Excise Tax	30.00	
15	Vehicle License Excise Tax	30.00	
16	Auto Rental Excise Tax	30.00	
17	Boat Excise Tax	30.00	
18	State Replacement Credit	30.00	
19	State Replacement Credit	30.00	
20	Total Balances of all Ledger Accounts-Cash	52,500,293.99	
21	Total Balances of all Ledger Accounts - Investments	55,510,418.79	
22	CREDITS:		
23	Dispositions		
24	Investments as Shown by Balance of Cash and		
25	Investments as Shown by Daily Balance of Cash and		
26	Total Cash on Hand at Close of Month	5,000.00	
27	Change		
28	Coinage		
29	Checks, Money Orders, etc		
30	Total	5,000.00	
31	Total (Add)		
32	Cash (Deduct)		
33	Proof		

RECEIVED
FEB 09 2021
WARRECK CO. AUDITOR

FILED
FEB 09 2021
WARRECK CO. AUDITOR

34	Balance in all Depositories Per Daily Balance Record	54,402,128.10
35	Outstanding Voucher-Checks (Detail by	313.34
36	Balance in all Depositories Paid Bank Statements	
37	(Detail on Reverse Side) on Reverse Side	
38	Proof	

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:
(a) Receipts Deposited in Depositories
(b) Receipts Deposited in Depositories
(c) Total (List on Reverse Side)

State of Indiana, Warrick County, ss: I, the undersigned Treasurer of the aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

Dated on this 22nd day of January, 2021

LOCHMUELLER GROUP, INC.
6200 Vogel Road, Ellettsville, Indiana 47215, 812-479-6200

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 IS MADE AND ENTERED INTO THIS day of _____, BY AND BETWEEN WARRECK COUNTY, INDIANA, HEREINAFTER REFERRED TO AS THE "LPA" AND LOCHMUELLER GROUP, INC., HEREIN AFTER REFERRED TO AS THE "CONSULTANT".

WITNESSETH

WHEREAS, the LPA and CONSULTANT did on July 9, 2019 enter into an Agreement to provide professional services for the replacement and relocation of Warrick County Bridge 310, and

WHEREAS, due to the approval of the Historic Bridge Alternatives Analysis, the State Historic Preservation Officer is requiring the bridge be photographically documented and the photos be archived, and

WHEREAS, due to the COVID-19 pandemic, INDOT has developed updated public involvement guidelines that require additional involvement and effort, and

WHEREAS, LOCHMUELLER has expressed an interest to provide the additional required services, and

WHEREAS, in order for CONSULTANT to provide the additional services, it is necessary to amend the original agreement, and

NOW, THEREFORE, it is agreed by and between both parties that the original agreement be amended as follows:

I. SECTION IV. COMPENSATION on page 3 of the original Agreement is modified as follows:

SECTION IV. COMPENSATION. The LPA shall pay the CONSULTANT for the services performed under this Contract as set forth in Appendix "B", which is hereto attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$511,055.00.

II. Item 2.2-4.8 is added to Appendix "A" as follows:

2.2-4.8 Section 106 Photo Documentation and Archiving in accordance with the SHPO response letter dated December 18, 2020, Bridge No. 310, photograph Bridge No. 310 to document the historic Select Bridge prior to the commencement of rehabilitation work in digital photos on an archival Jolid CD or DVD. The photo documentation shall include overall views of the bridge and its setting from different angles, representative photographs of its railings, deck, abutments, truss connections, and underside. Archive the photo documentation the Indian State Archives and at least one (1) local repository. Coordinate with SHPO regarding the local repository and coordinate with up to two (2) local entities to archive the electronic media.

III. Item 2.3.8 is added to Appendix "A" as follows:

2.3.8 Additional Public Involvement Procedures: Perform the following additional public involvement required by INDOT in response to the COVID 19 pandemic:
2.3-8.1 public involvement COVID Plan - level B virtual meeting availability components in addition to safeplan for an available in-person public hearing venue to assure compliance with current COVID 19 guidelines.
2.3-8.2 Recording of Presentation -Prepare a recording presentation to provide the virtual element of the Public Hearing. Development of the presentation recording shall be coordinated with INDOT.
2.3-8.3 Virtual Meeting Distribution/Hosting - Distribute or host the broadcast of the public hearing presentation to address the virtual meeting component of the public hearing.

Except as herein modified, changed and amended, all terms of the original Agreement dated July 9, 2019 shall continue in full force and effect.

This Amendment No. 1 increases the previous fee to exceed fee of \$493,655.00 to a new net to exceed fee of \$511,055.00.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement effective the day and year first above written.

LOCHMUELLER GROUP, INC.

Matthew E. Wannamuehler
Vice President/Chief Administrative Officer

WARRECK COUNTY
BOARD OF COUNTY COMMISSIONERS

Terry Mulliple
Commissioner
Dan S. Miller
Commissioner
Robert Johnson
Commissioner