

**+WARRICK COUNTY BOARD OF COMMISSIONERS MEETING**  
REGULAR SESSION  
COMMISSIONERS MEETING ROOM  
107 W. Locust Street, Suite 303  
Boonville, Indiana  
March 27, 2023  
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 Andrew Skinner and Administrator Heather Soberg were in attendance.

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

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

**PLEDGE OF ALLEGIANCE**

President Terry Phillippe entertained a motion to close the regular Commissioners' meeting and enter the Public Hearing.

Bob Johnson made the motion to close the regular meeting and enter the Public Hearing. Dan Saylor seconded the motion. The motion carried 3-0.

**PUBLIC HEARING**

**IN THE MATTER OF THE PETITION TO VACATE CERTAIN EASEMENTS WITHIN LOTS 1, 2, 3, AND 4 IN DEER CREEK IN WARRICK COUNTY, INDIANA**

Jim Morley, Jr. was present to discuss this vacation and is the project engineer. He stated that it was a replat of a few lots in Deer Creek and it had come before the Drainage Board and the Commissioners for no road improvements and no drainage improvements. The vacation had been discussed at that time. The easements were on the old lot lines and now the lot lines are in new locations. So, the old easements have to be vacated. Mr. Morley said they had submitted paperwork from all the different utilities and there were no utilities that needed to be relocated. So, he would ask that the Commissioners would vacate the easements. He also let the Commissioners know that new easements would be granted with the new plats or replat.

APC Director Molly Barnhill stated that this was advertised in the Standard. Notices were sent to the adjoining property owners. The utilities also provided letters of no objection.

President Terry Phillippe asked if any of the public was there to speak for or against the vacation. No objections were received. He also asked if there were any comments from the County Highway Assistant Superintendent/Engineer Steve Sherwood.

Mr. Sherwood stated that it was basically a reconfiguration of the four lots and they are not occupied.

President Phillippe entertained a motion to leave the Public Hearing and resume the regular session of the Commissioners' meeting. Commissioner Bob Johnson made the motion. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**ACTION ON THE PUBLIC HEARING**  
**IN THE MATTER OF THE PETITION TO VACATE CERTAIN EASEMENTS WITHIN LOTS 1, 2, 3, AND 4 IN DEER CREEK IN WARRICK COUNTY, INDIANA**  
**ORDINANCE 2023-05**

President Terry Phillippe presented Ordinance 2023-05 for the Vacation of Certain Easements within Lots 1, 2, 3, and 4 in Deer Creek Subdivision. Commissioner Bob Johnson motioned to approve the Vacation Ordinance. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Ordinance 2023-05 is located on Pages 8 through 10 of these Official Minutes)*

**AREA PLAN COMMISSION**  
**FORMAL REQUEST TO WITHDRAW A LETTER OF CREDIT**  
**STRATMAN-JOHNSON PUD**

APC Director Molly Barnhill presented a formal request to withdraw a letter of credit. She is still hoping that they will receive this letter of credit. It is for Stratman-Johnson PUD for street construction. There's been conflict with who's going to post it. The current letter of credit expires Saturday. If they don't receive the new letter of credit by Thursday, they will go Friday to withdraw the money in the amount of \$25,000.00. She needs permission by the Commissioners to do that. Ms. Barnhill said that it was Mr. John Stratman who posted the letter of credit, but it was developed with his neighbor Lynn Johnson. She believes their intent is to get them a letter of credit or a cashier's check, but she doesn't know that they'll receive it before the first one expires. She also stated that she could not let this one expire.

Commissioner Saylor asked if the owners had communicated with APC. Ms. Barnhill said they had called several times, but didn't reach them until today.

President Phillippe wanted to clarify that Ms. Barnhill needed their permission to withdraw the money if APC did not receive a new letter of credit. Ms. Barnhill stated it was and she needed their signature on the paperwork to do it. She also said that the current letter of credit expires on April 2, 2023.

Attorney Skinner stated that the motion could be made to approve it subject to there not being a new letter of credit received by Thursday, March 30, 2023. Commissioner Bob Johnson made the motion and Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

*(Formal Request to Withdraw is located on Pages 14 through 15 of these Official Minutes)*

### **MOTION TO RECESS THE REGULAR SESSION COMMISSIONERS MEETING TO ENTER PUBLIC HEARING**

President Terry Phillippe entertained a motion to recess the regular session and enter into the Public Hearing. Bob Johnson made the motion. Dan Saylor seconded the motion. Motion carried 3-0.

### **PUBLIC HEARING FOR THE PETITION TO INCORPORATE THE TOWN OF VICTORIA WOODS, INDIANA**

Jordan Aigner was present to petition the incorporation on behalf of Oakland Holdings. The Commissioners were given hard copies of his presentation. There were also copies made available to the public. He was coming before the Commissioners to petition their development to become an incorporated town. He went over what they had done so far. This is the third public meeting that has been held on the process, two with Area Plan and this meeting before the Commissioners. Mr. Aigner stated they had assembled a team that are experts on this matter and introduced two of the individuals present: Steve Unger with Bose, McKenney, and Evans and Corby Thompson with Krohn and Associates, Financial Advisors.

Steve Unger spoke first starting with the presentation before the Commissioners. He stated that it had been edited since its presentation at the Area Plan meeting to address some of the questions and concerns from that public meeting. The area that they are talking about incorporating is about 595 acres south of Boonville. It is just east of Victoria Golf Course. Incorporation is essentially the process of creating a town that is then governed by statutes. The statutes tell you what the powers, authorities, and responsibilities are of a town. It would essentially have all the rights and responsibilities of a Chandler, Newburgh or Tennyson. Mr. Unger then went over the process. First they filed a petition. The petition has been signed by all the property owners within the proposed incorporated area. It's gone through Area Plan. Area Plan did an investigation and reported back to the Area Plan Board which gave a favorable recommendation on the petition by a vote of 5-1. They held two public meetings and it was approved at the second meeting. Now, they are before the Commissioners to hold their Public Hearing which is what they're here for today. They are asking that the Commissioners adopt an Ordinance approving the incorporation. They have been working on this project for a long time. They have worked with the Assessor, the Township Trustee, coordinated with Boonville, and worked with the fire territory as well. Mr. Unger said that Indiana Statute 36-1-5 governs how you incorporate a new town. Specifically, there are considerations for the Commissioners in Section 8 of the Statute. Items such as, is it compact and contiguous? Do you project that there will be development now or in the reasonably near future? Does it allow reasonable future growth? He also went over Section 4 where it lists services that have been agreed to by a substantial amount of the property owners in the proposed area. These are services that will be adequately provided with a reasonable tax rate in the best interest of the people in that territory. They also included in the petition that is signed by the majority of property owners agreeing with the fiscal analysis plan that was prepared by Krohn. It also outlines the manner in which services would be provided on adequate basis. Mr. Unger went over what the area of incorporation is, current development, proposed build out, and the estimated population. They are estimating about 1,375 people, assuming 550 households. This would include single family dwellings, apartments, some business, and one government building. There would also be potential growth to the south of the proposed area and could eventually be incorporated into the town, but there are no plans for that currently. They do have to get the consent of the neighborhood municipality, in this case, Boonville. Boonville adopted an ordinance consenting to this which was attached to the petition. In terms of services according to statute, the Sheriff would maintain jurisdiction. Boonville has proposed a five-year contract to provide police protection service. Fire will remain apart of the fire territory for Boonville. The town would take over virtually all of the public infrastructure. All these are according to statute. There are a few exceptions. Bridges would be maintained by the County. The town would be responsible for the roads and the aesthetic aspect of the covered bridge and County the actual traveled portion that carries vehicular traffic. Utility service, sewer and water, would be provided by Boonville. Centerpoint would provide electric and gas. Storm Water responsibility was also discussed at the Area Plan meetings. Storm Water and the MS4 Coordinator is all fixed by Statute. There are some County Drainage overlaps and Drainage Board will continue to have jurisdiction over regulated drains and the town over actual Storm Water facilities. The town would have jurisdiction over maintaining the water courses. It would remain within the Warrick County Soil and Water Conservation District. The town would be removed from the County's MS4 Jurisdiction, but until IDEM designated the town as its own MS4, Storm Water Management permitting would occur through the Soil and Water Conservation District. For planning and zoning, the County continues to exercise planning jurisdiction for the area regardless of incorporation until the town creates its own planning department with its own laws and comprehensive plan. Mr. Unger expects that will be done early in the process. But, again, they will need to have a Town Council elected to adopt those ordinances to take over the zoning jurisdiction. Health protection remains with the County. The town will also have its own Parks Department. It will not change any of the school districts or boundaries. They will continue to attend the same schools, with or without incorporation. He told the Commissioners that Mr. Thompson was there to answer questions about the budget and potential tax impact. The Statute says one of the factors is the extent to which the proposed services can be financed by a reasonable tax rate. So, what the Krohn team did is basically developed a ten year build out of a budget

and services for the town assuming reasonable growth and development of the community. They also had conversations with the DLGF and worked with them to understand at what point the property taxes would kick in. They projected at tax rate of about \$0.85 for the new community. This would not happen initially. Initially, it would be higher, then level off at that 85%. He also went over the projected costs and the tax impact to the other taxing units. There will be no impact to property taxes and the circuit breakers.

Commissioner Saylor interjected to ask when it would affect the circuit breakers. Mr. Unger stated it would be at the point where all of the taxing units in the County exceeded 1%. Mr. Thompson, with Krohn, then stated that there would inevitably be properties that were reaching the circuit breaker, but the County would also be getting additional revenues at that point. Any additional circuit breakers will have a levy associated with it as well. So, really, the circuit breaker will manage the same exact way it does right now, but there won't be any additional circuit breakers without an additional levy in property taxes.

Commissioner Saylor voiced his concerns about already having the upcoming Jail Project that will affect the LIT funds. Mr. Unger thought there could be a circuit breaker impact, if you added another rate and it was rate based. Mr. Thompson stated the impact from circuit breaker losses would be negligible. There are essentially no properties that are at circuit breaker right now and he doesn't think there will be any after. The concern was with adding a new rate with the Jail Project. Mr. Thompson then stated that adding a debt rate could then push the circuit breaker. But, that you are not going to have any additional circuit breakers losses without having additional assessed value to levy property taxes on. Mr. Unger clarified that there wouldn't be a circuit breaker loss because the revenue is not there now.

Mr. Unger then went on to discuss the impact to LIT. He showed the current distribution with a total of a little over \$19,000,000.00. What they did was jump ahead three years in 2026. This would be the first time that the new town would receive a share of LIT distribution. Using a conservative 3% growth, it showed that the new town would receive about \$93,000.00 of LIT. However, in that same period, the County's total LIT revenue would jump to \$21,000,000.00. The County's LIT share would be more in three years even with the new town. He also went over if the community was to fully build out by 2033. Again, the County's total LIT would jump to \$25,000,000.00 with the new town's LIT being a little less than \$1,000,000.00. Mr. Unger stated that ultimately, when you look at the numbers, the new town will be projected to put more LIT in the bucket than what it would take away. As respect to the Jail Project, the County's financial advisor, Baker Tilly, reviewed Krohn's figures in terms of tax impact, tax rates, and the proposed impact on the project. Ultimately, they concluded that the County would still have sufficient coverage, even in a worst case scenario of assuming no growth, to complete and sustain the Jail Project.

Mr. Unger then moved on to the request of the approval of the Ordinance. He had a draft written up. The Ordinance would need to be adopted by June 1<sup>st</sup>. This would allow the Town Council and Clerk-Treasurer for the town to be on the ballot in the November Election this year and take office November 30<sup>th</sup> of this year. Passage of the Ordinance, as soon as possible, would also allow them to start working immediately on things to allow a smooth transition. Also in the draft Ordinance, there is language in there to clarify that the transition of jurisdiction would be January 1, 2024.

Commissioner Saylor questioned the model being figured on a 3% build out rate. Mr. Thompson stated that the model of local income tax is built on a 3% growth and the LIT being received each year. The build out is expected to happen over a span of ten years. So, when you see the figures, it's really to show that the Jail Project isn't going to be negatively impacted. The 237% debt coverage really means that you can pay for the project 2.3 times over.

Commissioner Saylor asked if everything stalled out and homes aren't getting built as planned, does the LIT revenue still grow? Is it the residents that drive that LIT revenue? Mr. Thompson explained that the LIT revenue was just a collection on everybody's income that lives within the County. There was then a brief discussion on LIT revenues and levies. Mr. Unger stated that this was why they went out three years, to show, if it stalled out, what they would expect. The levy of the town would not grow and the amount of distribution to the town would not grow.

Commissioner Saylor then addressed the Town Board of three people. He asked if this was not a large task to take on for a three-member part-time board with relatively no funding. He asked how they will get over that hurdle. He noticed there was also no Town Manager. Mr. Thompson stated that eventually there will be a Town Manager in the budget. But, they will have to build up to those things. That's why in the first few years, you have to have a tax rate above the \$0.85. This is to cover initial expenses that you need to pay for as well as build and operating balance for the town. He also stated that this wouldn't be an MS4 community. Mr. Unger said that the MS4 designation came from IDEM and they had spoken with the coordinator and it was not something they were going to do anytime soon.

Jordan Aigner came forward to say that there would be a funding gap period. There is the cost to set everything. He would be the one that would cover the gaps. He is committed to the project and to growing the project. Mr. Aigner is confident he can get the growth that he thinks it can get. He stated that it was much better than a Home Owner's Association. This is a big vision and it requires big structure. He feels the municipal structure is the best thing for it. So, when there's a gap to start it, as a developer they want to see it succeed. So, they will have to fill the gaps.

Commissioner Phillippe had questions on the services they were required to provide by Statute whether it be by contract or by the town. Mr. Aigner stated that the State requires that those needs are met and in place. They may not be performing everything, but it's what you have in place to take care of it. Mr. Unger said that the statute doesn't say you have to provide it. It's that a substantial majority of the property owners agree that they will be adequately provided. They satisfied that by having 100% of the property owners agree, in the petition as outlined in the fiscal plan, it will be adequately provided.

Commissioner Johnson asked how many property owners they had out there right now. Mr. Unger thought there were around thirty-five property owners. Mr. Aigner thought that there were more. Commissioner Johnson then asked about how many properties there would be. Mr. Aigner stated that they were anticipating four hundred developed units or four hundred lots. Commissioner Johnson felt like this was not a substantial majority of future owners out

there that have agreed to this. Property in this proposed area is owned by several property owners and the rest by Mr. Aigner under Oakland Holdings. He said that it is just that area that they own and what they can plan to grow in the development. Everybody owning property is buying in to the planned development and Mr. Aigner anticipates that it can continue to develop in this manner. If not, it will probably have to change in some manner. Those properties will develop as part of the growth. There will be potentially six to eight residents by the end of the year.

Commissioner Phillippe asked to back it up a little bit to discuss the consent that was on the deed for the property owners and what the process was for that. Mr. Aigner stated that when someone wanted to purchase a lot, before it was sold, they have to agree to a consent that is on the deed that says if the purchaser wants to buy the lot they need to be aware of the plans for the development whether it happens or not. This is so they know and agree to the possibility. That was the first layer of consent. The second was after the purchase and they signed the consent.

Commissioner Saylor asked if there were only six to eight residents by the end of the year, and having three town board members be elected out of those people, would they have the people to run for office. Mr. Unger stated that they could make it work with two people and one could act as the Clerk-Treasurer according to State Statute. Any or all of those positions would have to be town members and vacancies can be filled as the town grows out. They could also ask for help from another municipality's Clerk-Treasurer to help take care of some of those responsibilities.

Commissioner Phillippe asked if they already had a marketing plan together to bring people to the town. Mr. Aigner said they did not. What they have done is put the info on their website and identified everything pertaining to the process. He doesn't want to market something that isn't there yet.

Commissioner Phillippe asked if anyone from the audience wished to speak for or against the incorporation.

Councilman Brad Overton had signed in to speak. He stated he lived outside the proposed town at 185 Dusty Road, Boonville. He started off saying that he came from the perspective as a Councilman. His biggest concern is the impact that this project will have on LIT and PSLIT with the other municipalities. There are already a lot of struggles for those entities to make ends meet and he wanted speak to the financial concerns. He has always tried to be as frugal with the County's money as possible. Commissioner Phillippe asked Councilman Overton to get in touch with Krohn to get those questions answered. Councilman Overton stated that he had already read the material.

Jim Morley, Jr. spoke to the petition. He said he couldn't speak to the taxes part, but he wanted to say that he thought it was a great idea and he was in support of it. He likes the idea of bringing something new to Warrick County that will hopefully drive growth in that area. People will be excited to be living in the town of Victoria Woods on a piece of ground that's set vacant a long time. Commissioner Phillippe said that Mr. Overton was concerned about the impact of taking tax money away from the County, but the developer has stated that just bringing those people here will offset that and asked his opinion on the matter. Mr. Morley stated that he doesn't even do his own checkbook. But, he did say that the developer dreams big and that Mr. Aigner doesn't do anything half-way. He also said the area has a unique terrain and Oakland Holdings has taken that on and developed it on their own nickel.

Commissioner Saylor asked Mr. Morley what would stop another developer from starting other towns like this and would it set a precedence. Mr. Morley felt like the majority of the projects that they see come into the County, typically, aren't this big. They develop twenty and forty acre lots and more standardized subdivisions. He also doesn't see the majority of developers with the gumption to take on the idea of creating a town. This is more of a unique situation because of the size, where it's at, and the terrain that it's being built out on as well as creating a sense of place.

Boonville City Council Member Sherrie Sievers came before the Commissioners to speak in favor of the petition. She stated that the City Council did vote unanimously in favor of the project. The City of Boonville will be providing the water. She also spoke as a Boonville NOW member. Ms. Sievers felt like there wasn't going to be a nicer subdivision in Southern Indiana. She thinks, for Boonville, this will bring a lot to the community. Ms. Sievers said that she drove between the proposed town and Boonville, and the development is about four minutes from Boonville. Ms. Sievers feels that this new community will bring people to Boonville to shop making it a huge impact. She also stated that the Aigner Family gives this community so much and Mr. Aigner works towards his goals. They are all about Warrick County. She did ask who would provide the fire services out there. Mr. Unger stated that it would be the Boonville Fire Territory just as it is now. Mr. Aigner stated that he spoke with Steven Byers, the Boonville Fire Chief, early on in the project and if Victoria Woods had their own fire service, that's when money would come away from Boonville. But, that is not something they are wanting to do right now.

Mr. Aigner wanted to address the concerns of Councilman Overton on the taxes. He does get that. They have made a lot of effort with Baker Tilly who has addressed some of those concerns. There's never a for sure thing, but he feels like this comes down to two opportunities. As a County, they want developers to come in as well as business for growth. Economic Development seeks them out. The industrial parks are starting to fill up. They are offered tax incentives which amount to hundreds of thousands of dollars. This helps to bring them in. The second opportunity is you have a developer that's coming in and saying they have a project. It would take some of the most challenging property and the lowest tax base property and they take it on and increase the assessed value to \$200,000,000.00 over ten years. There will be miles of streets that the County doesn't have to take care of. It will bring in people from out of County and out of State and he's not asking for any money from the County. Those are the two opportunities. Mr. Aigner said there would be some loss with the LIT, but the risk/reward is a no brainer. But, obviously, he is for it because it is his project. But, to him it is very clear.

There was a brief discussion on the Greenlife Development that several years ago had planned to develop this area. They were receiving State funding and received local approval, but the project never met the time lines.

Commissioner Saylor discussed Economic Development and their board and asked, if they were to offer incentives to build out some of those amenities that would build that sense of place, would that have influenced Mr. Aigner's desire

to become a town. Mr. Aigner felt that was a good questions and wouldn't mind if they wanted to kick in some money. But, there's numerous things about that property and that project that when you look at them singularly it's not a big deal. But when you add them all up, he feels this is still the best way to go. Even if there was some kind of incentive and clawbacks, he would still want to go this route because of the other reasons. Mr. Aigner stated that he had a land trust to the north. He wants to incorporate that into part of a connection from the south from Friedman Park and have a path all the way through there and through to the Boonville Trail. However, there has to be the ability for eminent domain to take parts of that. That can't be done as a developer. He was able to find a legal loophole in order to get sewer through there. But, he almost didn't have a project because he couldn't get a sewer easement from the land trust. That's just one thing. It all adds up. Incentives for developers would be a great idea. Master plan communities happen everywhere else. If the County doesn't develop within, it won't happen. Mr. Aigner stated he has to date put \$10,000,000.00 into this project.

Mr. Aigner pointed out that although this is a Commissioners' decision, he has reached out to Council Members to see if they needed information. They went through Baker Tilly to get numbers. He realizes the money concern with the Council and LIT, but it comes down to a risk/reward with the overall project.

No other members of the public came before the Commissioners to speak for or against this project.

Commissioner Phillippe asked if Counsel had any comments. Mr. Skinner stated that the Board needed to recess the Public Hearing and enter back into the regular meeting. Dan Saylor made the motion. Bob Johnson seconded the motion. The motion carried 3-0.

### **PETITION TO INCORPORATE TOWN OF VICTORIA WOODS, IN ACTION ON PUBLIC HEARING**

Attorney Skinner then went over the next steps for the petition. It was laid out briefly in the packet and in statute. Action just needs to be taken by June 1<sup>st</sup>. They can take no action today and table it. They can take action today and approve the petition for incorporation and adopt the proposed Ordinance. They can deny the petition or move to place it as a question on the ballot. It would then be on the next ballot for property owners in the proposed area to vote on. Mr. Unger clarified that this would be eligible residents, not property owners, that voted for the incorporation and they already have 100% of the residents in favor of the incorporation. Attorney Skinner continued saying that to approve the petition, they have to find that all of the requirements have been met.

Commissioner Phillippe felt that doing a referendum doesn't make any sense. All likely residents have expressed their approval. Commissioner Saylor and Commissioner Johnson agreed. Commissioner Phillippe also stated that he felt there were some unanswered questions, not from Mr. Aigner and his team, but internally that need to be addressed. He also stressed that any big action that the Commissioners have taken as a Board, they have always slept on it so to speak and not rushed into anything. Commissioner Johnson felt there might be questions from the County Council that might need to be hashed through. It may require some help from Mr. Aigner and his team. Commissioner Saylor agreed with both Commissioner Phillippe and Commissioner Johnson. Mr. Saylor felt like the Aigner team addressed most concerns, but this is very important. This has not been done in a long time. He wants everyone to be on the same page and thinking the same way, not that they always do, but he appreciates their input. But, there are a few internal questions that the Board has.

There was a brief discussion on having a special meeting. Attorney Skinner stated a special meeting could be called in order to talk with Mr. Aigner more about the project. Mr. Aigner said that he realized it was a big decision. While he would love to push it for a vote, he understands their need to thoroughly go over everything. He would ask, if they table tonight, which is fine with him, they see how soon they can meet after this. He needs to know where they are going with the project. Commissioner Saylor stated that the next meetings would be April 10, 2023 and April 24, 2023. Mr. Aigner stated that doing it April 10<sup>th</sup> would be great.

Commissioner Saylor stated that another concern was the bond that would drop off at the end of the year that they are looking at rolling over. The timing is very important. It's not just the three Commissioners running the County. It's also the County Council. There is a great relationship between the two, but there is difficulty in meeting together to hash out things. But, he would feel better in that giving this a couple weeks would help.

It was decided that the next meeting on April 10<sup>th</sup> would work well for everyone. If there are any issues, the Commissioners would let Mr. Aigner know. Commissioner Saylor thanked all those in the audience who came to listen to the discussion and give input. He also stressed for anyone who had concerns or input and didn't wish to get up and speak, to contact the Commissioner's office to talk to one of the Commissioners. They would love to talk to them.

Commissioner Phillippe called for the motion to table the petition to the April 10<sup>th</sup> meeting. Commissioner Bob Johnson made the motion. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

### **ACTION AGENDA APPROVAL OF MINUTES MARCH 13, 2023**

The minutes from the March 13, 2023 meeting were presented. Commissioner Bob Johnson made a motion to approve the minutes. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**COUNTY ADMINISTRATOR  
CONSENT AGENDA**

The following items were presented by Administrator Heather Soberg for approval on the Consent Agenda:

- County Auditor Claims Voucher Report dated 03-29-2023
- Payroll for Friday, March 24, 2023 and Wednesday, March 29, 2023
- Keller Schroeder SMS Agreement
- Purchase Order for Warrick EMS Radios
- Castle High School Commencement Road Closure Request
- Youth Care Center Services Agreement
- Telephone Road Parcel 49 Administrative Settlement
- Clerks Monthly Report – February 2023
- Weights and Measurer’s Report 02/16/2023 – 03/15/2023
- Fixed Asset Notification 2023 Polaris Ranger EMA
- Public Defender Office Lawn Contract
- Telephone Road Project Parcel 15 Administrative Settlement
- Keller Schroeder Nutanix Renewal
- Dossett Consulting, LLC Agreement – Auditor’s Office

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

*(Claims are located on Pages 10 through 13 of these Official Minutes)*

*(Payroll is located on Pages 13 through 14 of these Official Minutes)*

*(Keller Schroeder SMS Agreement is located on Pages 16 through 17 of these Official Minutes)*

*(Warrick EMS Radios are located on Page 18 of these Official Minutes)*

*(Youth Care Center Services Agreement is located on File in the Auditor’s Office)*

*(Parcel 49 Settlement is located on Page 18 of these Official Minutes)*

*(Clerk’s Report is located on Page 18 of these Official Minutes)*

*(Weights and Measurer’s Report is located on Page 19 of these Official Minutes)*

*(Fixed Asset for 2023 Polaris is located on Page 19 of these Official Minutes)*

*(Public Defender Office Lawn Contract is located on Page 19 of these Official Minutes)*

*(Parcel 15 Settlement is located on Page 20 of these Official Minutes)*

*(Keller Schroeder Nutanix is located on Pages 20 through 21 of these Official Minutes)*

*(Dossett Consulting is located on Pages 21 through 24 of these Official Minutes)*

**COUNTY ATTORNEY  
RQAW**

The County Attorney Andrew Skinner did not have anything to present. He did let the Commissioners know that he sent the proposed RQAW Contract for their review and that can be put on the agenda when they are ready to discuss.

**COUNTY ENGINEER/HIGHWAY  
NOVO SOLUTIONS SOFTWARE PROPOSAL**

Assistant Highway Superintendent/Engineer Steve Sherwood presented the Novo Solutions Software Proposal. He stated that Commissioner Phillippe was familiar with this. It is ready for approval. The amount requested on the first year is \$15,065.00. Mr. Sherwood asked Commissioner Phillippe to explain the software and the use of it.

Commissioner Phillippe explained that it was a work order and asset management software for the Highway Department. He said that there was an unlimited license so, at the end of the day, other departments could use it.

Mr. Sherwood stated that other software programs were reviewed by both President Phillippe and Highway Superintendent/Engineer Bobby Howard. This was the clear choice.

Commissioner Dan Saylor made the motion to approve the Novo Solutions Software Program as long as it met all the criteria for Legal Counsel. Commissioner Bob Johnson seconded the motion. The motion carried 3-0.

Attorney Skinner stated that there was one provision that required the County to pay any applicable taxes that may apply. There shouldn't be any. But, just out of safety concern, they would just ask Novo to strike that.

*(Novo Solutions Contract is located on File in the Auditor's Office)*

**CLOSURE OF BOONVILLE-NEW HARMONY ROAD BECAUSE OF DAMAGE DUE TO LIBERTY MINE HIGHWALL**

Steve Sherwood updated the Commissioners on the road closure of Boonville-New Harmony Road between Eskew and Weyerbacher Roads. There is road damage due to the highwall at Liberty Mine. They have been in talks with coalmine officials. The road was shut down the evening of Sunday, March 26, 2023. The mine will evaluate what is causing the cracking on the road next to the highwall to determine the severity. They hope to have a study done in the next day or two and reopen the roadway as soon as possible. Commissioner Phillippe said that he received a call during the meeting from the plant manager. Mr. Sherwood stated that they were going to call the President to update him on the situation. Mr. Sherwood had nothing else to present.

**STEVEN BYERS – REQUEST FOR ORDINANCE FOR NEW HOUSES ON COAL MINE GROUND**

Boonville Fire Chief Steven Byers came before the Commissioners to discuss an Ordinance involving houses built on reclaimed coalmine ground. There have been issues with CO<sub>2</sub> buildup in homes which lowers the oxygen levels. He has been working with Dennis Lockhart, with the Warrick County Building Department, who has been getting information together for an Ordinance. There are many great things in it which Mr. Byers feels will fix the issue on new construction homes. He said he was also talking with Sherrie on possibly doing something in the future with existing homes. Chief Byers just wanted to request that the Commissioners consider the Ordinance for approval once Mr. Lockhart has it ready. They have seen this build up in older homes and more recently in brand new construction. So, he thinks moving forward, if they have something in place for the new construction, it will take care of a lot of the issues. The good thing is that this can be fixed to keep levels at a safe levels.

Commissioner Phillippe asked if Chief Byers could comment on what was causing the CO<sub>2</sub> buildup. Chief Byers said that with the buildup, when it rains or when a low-pressure system comes in, it starts pushing the gasses up out of the ground on previously strip-mined ground. The gasses push up into the lower pressures of the homes around sump pumps, in basements, and anywhere there's an opening. It can be fixed with soil depressurization systems. This is where a pipe goes below the concrete floor in the basement that has a fan that keeps the soil at a lower pressure than what it is in the home to keep the gases from expanding. Chief Byers went over a couple of things that cause the gases. Commissioner Phillippe stated that the Building Commissioner Dennis Lockhart was in the back of the room and obviously supported this measure. Chief Byers said that Mr. Lockhart had been talking to some of the environmental professionals that deal with this. He thinks Mr. Lockhart will be bringing them something soon for consideration.

Commissioner Saylor said that he went to the meeting that they had and learned there was a device that measures these gases. He ended up purchasing for himself and all his children's homes. He also felt he learned a lot from the meeting.

Chief Byers stated that they've had a lot of emails and phone calls regarding information on this situation. They have let them know it can be fixed and about putting in the monitors. It is something they are learning more about. It's a message they are working to get out and then catch it on the new construction and prevent the issues.

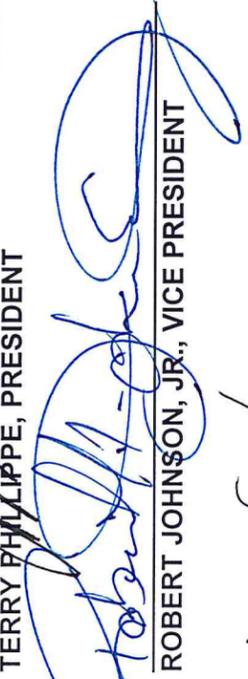
**COMMISSIONER ITEMS FOR DISCUSSION  
ADJOURNMENT**

The next Warrick County Commissioners' meeting will be held on Monday, April 10, 2023 in the Commissioners' meeting room at 4:00 PM. Commissioner Bob Johnson made the motion to adjourn. Commissioner Dan Saylor seconded the motion. The motion carried 3-0.

**ADJOURNMENT:** Meeting adjourned at 5:34 P.M.

**WARRICK COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
**TERRY PHILIPPE, PRESIDENT**

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

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

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

*Minutes transcribed by Kristine Georges*

STATE OF INDIANA )  
COUNTY OF WARRICK ) SS:  
BEFORE THE BOARD OF COMMISSIONERS  
OF WARRICK COUNTY, INDIANA  
IN THE MATTER OF THE PETITION TO VACATE  
CERTAIN EASEMENTS WITHIN LOTS 1, 2, 3, and 4  
IN DEER CREEK, INDIANA )  
IN WARRICK COUNTY, INDIANA )  
VACATION NO. 2023-05

- AN ORDINANCE TO VACATE CERTAIN EASEMENTS WITHIN LOTS 1, 2, 3, and 4 IN DEER CREEK IN WARRICK COUNTY, INDIANA
- Be It ordained by the Board of County Commissioners of Warrick County, Indiana as follows:
1. Pursuant to IC 36-7-3-12 & 16, a petition was presented to the Board of County Commissioners of Warrick County, Indiana, requesting that CERTAIN EASEMENTS WITHIN LOTS 1, 2, 3, and 4 IN DEER CREEK IN WARRICK COUNTY, INDIANA, as described on ATTACHED EXHIBIT "A" and as shown on ATTACHED EXHIBIT "B", be vacated.
  2. That after due and proper notice, a public hearing was held by the Board of County Commissioners of Warrick County, Indiana, at which time all interested were permitted to address said Board.
  3. That the Board of County Commissioners of Warrick County, Indiana, after due investigation and consideration, have determined that the CERTAIN EASEMENTS WITHIN LOTS 1, 2, 3, and 4 IN DEER CREEK IN WARRICK COUNTY, INDIANA, as described on ATTACHED EXHIBIT "A" and shown on ATTACHED EXHIBIT "B" are not being used and that the CERTAIN EASEMENTS WITHIN LOTS 1, 2, 3, and 4 IN DEER CREEK IN WARRICK COUNTY, INDIANA.
  4. That the Warrick County Business Board approved the vacation of the Distress Easements described on Exhibit "A" and shown on Exhibit "B" at a public hearing on February 13, 2023.
  5. That letters or e-mails from CenterPointe Energy, Spectrum, Astound, AT & T, Chandler Utilities, The Town of Newburgh, Indiana American Water all state that they have no services and that they have service in the area but are not opposed to the vacate of the easements to be vacated.
  6. The County Auditor shall furnish a copy of the ordinance to the County Recorder to record

Passed this 27<sup>th</sup> day of March, 2023.

BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA

BY Dan Sawyer, Commissioner

BY Tony P. Johnson, Commissioner

BY Robert Johnson, Commissioner

Michael Dierbach, Auditor

EXHIBIT "A"

Shared Drive IEE Easement Vacation Description

All of the 25 feet by 30 feet Shared Drive IEE easement being part of Lots 1 and 2 in Deer Creek, as per plat thereof, recorded in Document Number 2022R-007622 in the Office of the Recorder of Deeds, Warrick County, Indiana, being more particularly described as follows:

Commencing at the Northwest Corner of said Lot 1, being on the east line of Stevenson Station Road, South 00 degrees 44 minutes 00 seconds West 170.00 feet to the northwestern corner of said easement to be vacated and being the POINT OF BEGINNING; thence around the boundary of said easement to be vacated South 00 degrees 44 minutes 00 seconds West 10.00 feet; thence South 00 degrees 44 minutes 00 seconds West 20.00 feet; thence being the east right-of-way line of Stevenson Station Road; thence along west line of said Lot 2, 750 square feet (0.92 acres) more or less.

12' PUE (Public Utility Easement) Vague (Vacation Description)

All the 12' P.U.E. being part of Lots 1 and 2 in Deer Creek, as per plat thereof, recorded in Document Number 2022R-007622 in the Office of the Recorder of Deeds, Warrick County, Indiana, being more particularly described as follows:

Commencing at the Northwest Corner of said Lot 1, being on the east line of Stevenson Station Road, South 00 degrees 44 minutes 00 seconds West 170.00 feet to the northwestern corner of said easement to be vacated and being the POINT OF BEGINNING; thence around the boundary of said easement to be vacated South 00 degrees 44 minutes 00 seconds West 10.00 feet; thence South 00 degrees 44 minutes 00 seconds West 20.00 feet; thence being the east right-of-way line of Stevenson Station Road; thence along west line of said Lot 2, 750 square feet (0.92 acres) more or less.

12' D. & UGPUE (Drainage and Underground Public Utility Easement) Vacation Description

All the 12' D. & UGPUE being part of Lots 2 and 3 in Deer Creek, as per plat thereof, recorded in Document Number 2022R-007622 in the Office of the Recorder of Deeds, Warrick County, Indiana, being more particularly described as follows:

Commencing at the Northwest Corner of Lot 1 in said Deer Creek, said point being on the east line of Stevenson Station Road, South 00 degrees 44 minutes 00 seconds West 183.45 feet to the northwest corner of subject easement to be vacated, being the POINT OF BEGINNING; thence

along the boundary of said easement to be vacated the remaining calls, South 00 degrees 16 minutes 51 seconds East 275.00 feet; thence South 00 degrees 44 minutes 00 seconds West 12.00 feet; thence along west line of said Lots 3 and 2, also being the east right-of-way line of Stevenson Station Road, North 00 degrees 44 minutes 00 seconds East 12.00 feet to the point of beginning, containing 6,000 square feet (0.16 acres) more or less.

Shared Drive IEE Easement Vacation Description

All of the 20 feet by 30 feet Shared Drive IEE easement being part of Lots 3 and 4 in Deer Creek, as per plat thereof, recorded in Document Number 2022R-007622 in the Office of the Recorder of Deeds, Warrick County, Indiana, being more particularly described as follows:

Commencing at the Northwest Corner of Lot 1 in said Deer Creek, said point being on the east line of Stevenson Station Road; thence along the west line thereof, also being the east right-of-way line of Stevenson Station Road, North 00 degrees 44 minutes 00 seconds East 200.00 feet; thence along the northwest corner of said easement to be vacated and being the POINT OF BEGINNING; thence along the boundary of said easement to be vacated the remaining calls, South 89 degrees 15 minutes 00 seconds North 89 degrees 15 minutes 00 seconds West 23.00 feet, to a point on west line of said Lot 3, also being the east right-of-way line of Stevenson Station Road; thence along west line of said Lot 3, 44 minutes 00 seconds East 30.00 feet to the point of beginning, containing 750 square feet (0.02 acres) more or less.

Variable Width D. & UGPUE (Drainage and Underground Public Utility Easement) Vacation Description

Part of Lots 1, 2, and 3 in Deer Creek, as per plat thereof, recorded in Document Number 2022R-007622 in the Office of the Recorder of Deeds, Warrick County, Indiana, being part of the East half of the Southeast 1/4 of Section 20, Township 5 North, Range 5 West, Campbell Township, Warrick County, Indiana, being more particularly described as follows:

Commencing at the Northwest Corner of said Lot 1; thence along the west lines of Lots 1, 2, and 3, also being the east right-of-way line of Stevenson Station Road, South 00 degrees 44 minutes 00 seconds East 683.50 feet to the northwestern corner of said easement to be vacated and being the POINT OF BEGINNING; thence along the boundary of said easement to be vacated, said point being the POINT OF BEGINNING; thence along the boundary of said easement to be vacated the remaining calls, North 00 degrees 00 minutes 00 seconds East 108.00 feet; thence South 00 degrees 15 minutes 00 seconds East 108.00 feet; thence along the boundary of said easement to be vacated the remaining calls, South 00 degrees 44 minutes 00 seconds East 373.59 feet to a point on the north line of said Lot 1, also being the east right-of-way line of Stevenson Station Road; thence along the north line of said Lot 1, also being the east right-of-way line of Stevenson Station Road, North 00 degrees 44 minutes 00 seconds East 30.00 feet to the point of beginning, containing 17,700 square feet (0.41 acres) more or less.











Loan No: 19110001

IRREVOCABLE LETTER OF CREDIT  
(Continued)

Page 2

AUTOMATIC RENEWAL THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS THE BENEFICIARY BY OVERNIGHT COURIER OR CERTIFIED MAIL OR EMAIL, NO LESS THAN THIRTY (30) DAYS BEFORE ANY EXPIRATION DATE, OF OUR ELECTION NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

Dated: April 1, 2022

LENDER:

UNITED FIDELITY BANK, FSB

BY: *[Signature]*  
AUTHORIZED SIGNATORY

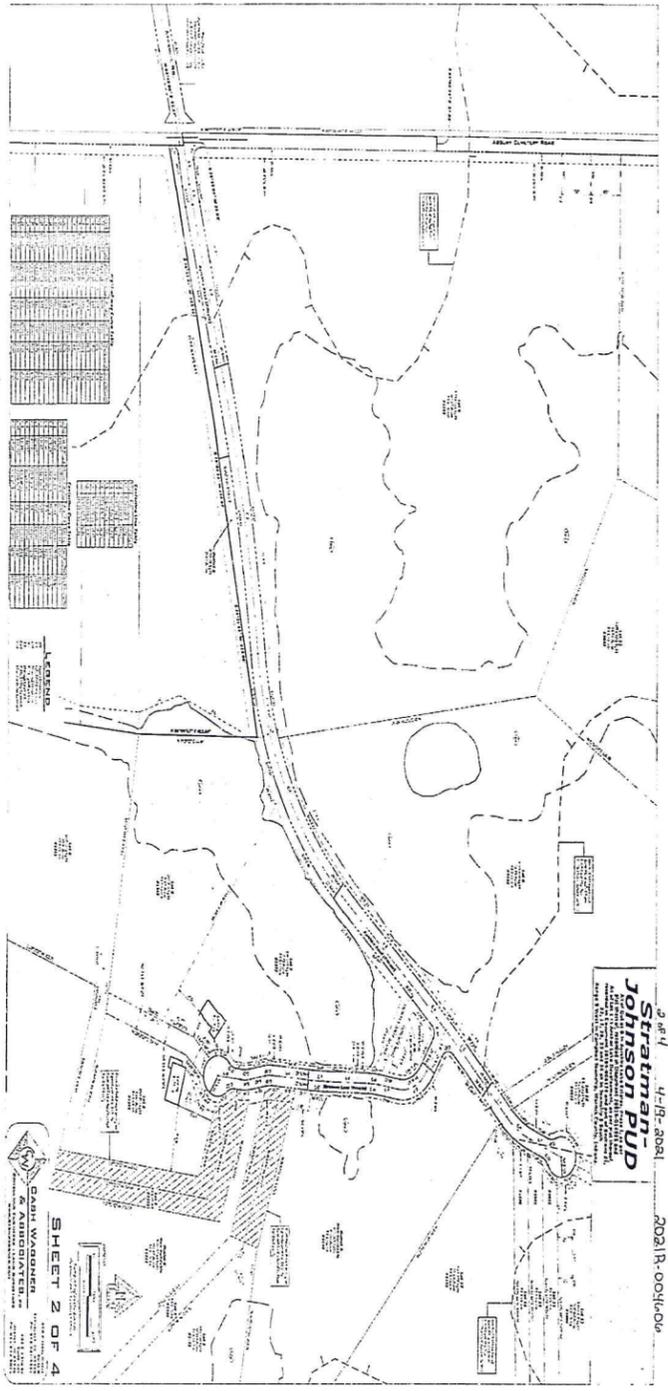
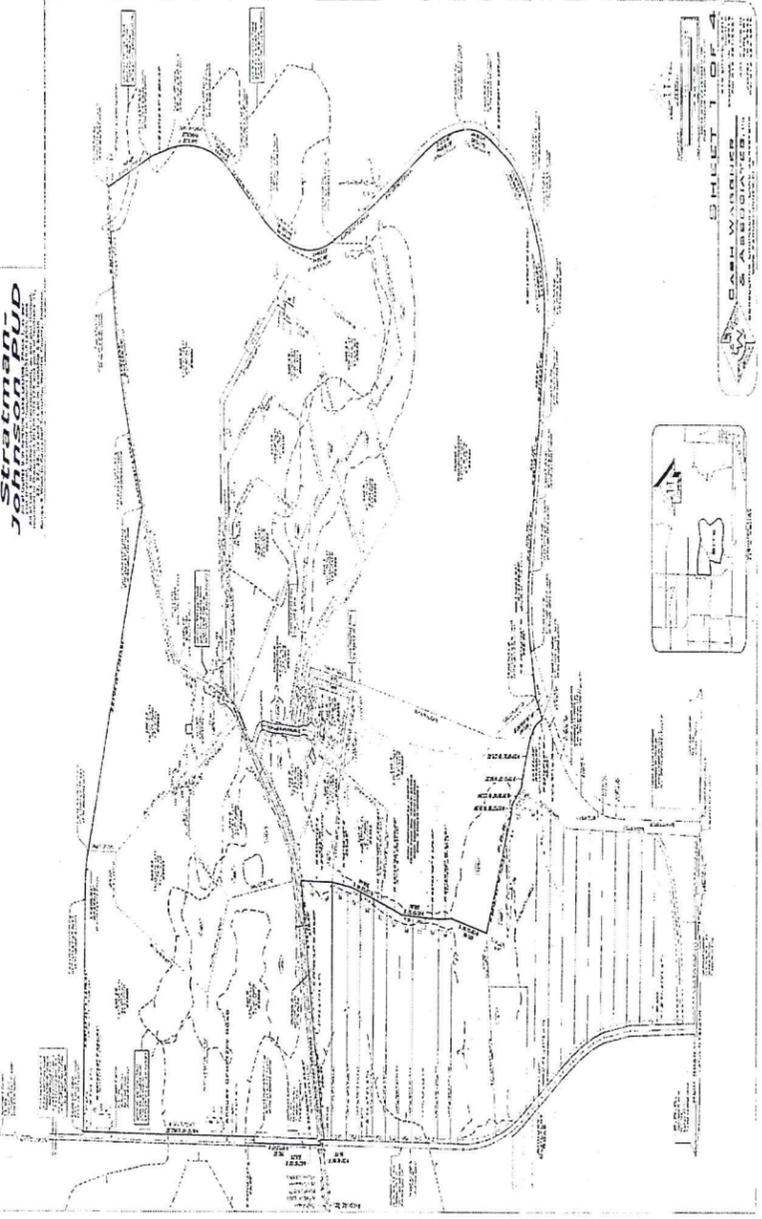
ENDORSEMENT OF DRAFTS DRAWN:

Amount  
in Words

Amount  
in Figures

Date Negotiated By

1 secy 4-19-2021  
**Stratman PUD**  
2021 R-004/606





APPROVED MAR 27 2023

FILED  
MAR 28 2023

WARRICK CO. AUDITOR

We have prepared a proposal for you  
**WCC - 2023 SMS Renewal**  
Proposal # 010038 v1

Prepared for:  
**Warrick County Commissioners**

Prepared by:  
**Ty Eblen**  
January 19, 2023



**SMS**

Prepared BY:  
Ty Eblen, *Select Account Manager*  
Erin Nellis, *Director, Infrastructure Operations*

**Project Statement**

Keller Schroeder (herein referred to as "KS") will provide Warrick County Commissioners (herein referred to as "Client") information systems architecture, and best practice recommendations.

**System Administration Support Tasks**

These tasks are scheduled in advance on a per visit basis for the duration of the agreement unless noted otherwise in the description. KS will provide a summary document after each visit to indicate the status of the findings.

**VMware's Virtualization**

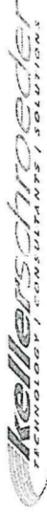
- Perform health checks and remediation for the following:
  - o Check ESXi hosts
  - o Verify network health and redundancy
  - o Review datastore capacities and resize, as necessary
  - o Review ESXi alarms and address issues, as necessary
  - o Run RVTools and address issues, as necessary:
    - Mismatched VM names to folders
    - Mismatched VM names to folder names
    - Mounted ISOs or CDROMs
    - Identify and verify datastores and make sure they are set up properly and in the proper backup unit/or disaster recovery (DR) policy
    - o Check date/time to verify it is current and in sync with NTP server
    - o Review CPU & memory utilization and performance of ESXi hosts
- Plan/prepare for patching (check compatibility, schedule maintenance windows, download patches, prepare upgrade procedures)
  - o ESXi
  - o VMware Tools/Virtual Hardware
- Document findings, remediation tasks performed, upgrades performed, recommendations, etc.

**Nutanix**

- Check logs
- Notify client of alerts

Proposal #010038 v1

Page: 2 of 6



**Windows Servers**

- Perform health checks and remediate:
  - o Log error review
  - o Server patching

**Backups**

- Validate and Test Backups
  - o Validate scope of backups
  - o Check backup growth
  - o Verify backup health
  - o Individual file restores

**Workstations**

- Verify Microsoft patch status

**Moraki Firewalls (HA)**

- Security Life Cycle
  - o Make updates
  - o Make policy changes based on as needed
- OS upgrade
- Perform patching:
  - o Verify hardware firmware update
  - o Check list - CIS Benchmark
  - o Perform Checklist Tasks

**Summary and Recommendations**

- Provide a deliverable summary of systems status after each visit. Including upgrades performed, remediation tasks completed, and any other findings noted in the Summary of Costs description.
- Create and maintain documentation of all systems covered by this agreement.
- Provide technical input on design and architecture decisions being considered by client.

**Additional Tasks**

- Participate in strategic systems and network design sessions to provide input on appropriate technical considerations.

Proposal #010038 v1

Page: 5 of 6







APPROVED MAR 27 2023

FILED  
MAR 28 2023

MEMORANDUM

TO: Warrick County Board of Commissioners

Project: 18021049; Telephone Road  
County: Warrick  
Parcel: 15  
Owner: Bradley Scott Watson and Andrea Marie Watson

THRU: Ed Staton  
Manager Right of Way Services  
Lochmuller Group, Inc.

RW AGENT: Elizabeth A. Sullivan, Land Agent  
KWS South, Inc.

DATE: 2/14/2023

SUBJECT: Recommendation for Administrative Settlement

The County's fair market value determination of \$20,150.00 for 1,086 square feet of permanent right-of-way, 170 square feet of easement, and 100 square feet of easement for a portion of the parcel, was rejected. The offer stating that they should have an additional \$4,840.00. The owners stated on their inspection, they believe the trees located in the landscaping island, which is not being paid for, will be damaged by the construction. They are requesting compensation to remove the tree should this happen. The owners also obtained their own estimate for the cost-to-cure.

The County is required to make every reasonable effort to acquire real property expeditiously by agreements with owners, and to avoid litigation and relieve congestion in the courts. Reasonable efforts to negotiate an agreement at the appraised amount have failed. The property owner has demanded and additional \$4,840.00 for the parcel. This is an increase of 24% over the appraised value.

As an alternative, the condemnation process will take 4 to 6 months to clear the parcel, and on the average 1 year to acquire. The average settlement is 30% more than the offered amount. Plus, the County will incur and average cost of \$10,000 in legal fees. The County is requesting that the parcel be settled for \$24,990.00. This is an increase of \$4,840.00 over the appraised amount.

We believe, therefore, it is in the best interest of the County to settle this parcel for \$24,990.00. This is an increase of \$4,840.00 over the appraised amount. A great deal of time and money can be saved by settling this parcel as opposed to acquiring it through condemnation. In the interest of expediting the acquisition, keeping the project on schedule, and controlling costs, the County has determined that an administrative settlement is reasonable, prudent, and in the public interest.

THIS RECOMMENDATION IS APPROVED.

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

See records  
REVISED 01/2017

APPROVED MAR 27 2023



FILED  
MAR 28 2023

WARRICK CO. AUDITOR

WCC Nutanix Renewal 3-26-23  
Proposal # 009891 V1

We have prepared a proposal for you

Prepared for:  
Warrick County Commissioners

Prepared by:  
TY Eblen

January 03, 2023



Nutanix Renewal

Manufacturer Name	Product Description	Serial Number	Price Qty	Ext. Price	Contract Start Date	Contract End Date
Nutanix	Pro Entitlement for NX-1065-G5, Renewal License.	LIC-00521320	\$870.24 1	\$870.24	3/27/2023	10/31/2023
Nutanix	Pro Entitlement for NX-1065-G5, Renewal License.	LIC-00521321	\$870.24 1	\$870.24	3/27/2023	10/31/2023
Nutanix	Pro Entitlement for NX-1065-G5, Renewal License.	LIC-00521322	\$870.24 1	\$870.24	3/27/2023	10/31/2023
Nutanix	24/7 Production level short term support renewal for Nutanix HCI Appliance.	18SM6G110055	\$3,067.35 1	\$3,067.35	3/27/2023	10/31/2023
<b>This is End of Support on 10-31-23.</b>						
Subtotal:						\$5,673.07



WCC Nutanix Renewal 3-26-23



Prepared by:  
Keller Schroeder - Evansville  
Ty Eblen  
(812) 482-7354  
teblen@kellerschroeder.com

Prepared for:  
Warrick County Commissioners  
10 Court St  
Boonville, IN 47601  
Guy Whelan  
(812) 897-0160  
gwhelan@warrickcounty.gov

Proposal Information:  
Proposal #: 008891  
Version: 1  
Date: 01/03/2023  
Expiration Date: 03/22/2023

Proposal Summary

Description	Amount
Nutanix Renewal	\$5,678.07
<b>Total:</b>	<b>\$5,678.07</b>

Pricing subject to change at any time. Proposal does not include installation or any other services unless otherwise noted. Keller Schroeder Network Solutions Group (NSG) services are available on an hourly rate basis plus travel and expenses. Restocking fees WILL apply to any merchandise returned after 30 days.

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

Keller Schroeder - Evansville

Warrick County Commissioners

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

Signature:   
Name: Terry Ehlhoffs  
Date: 3/27/2023

APPROVED MAR 27 2023  
FILED  
MAR 28 2023

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into by and between Dosselt Consulting, Indiana (hereinafter "Client"), The parties hereto, in consideration of mutual promises and covenants, agree as follows:

- (1) **Scope of Services.** Consultant shall perform in a professional manner the services as detailed in Exhibit A.
- (2) **Term.** This Agreement shall commence on 27th day of March, 2023 ("effective date") and be in full force and effect for the term as stated in Exhibit B.
- (3) **Compensation.** Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) **Termination.** Client or Consultant may terminate this Agreement for any reason upon thirty (30) days prior written notice to Consultant or Client. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
- Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to and accepted by Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement. In no event shall the making of any payment to Consultant constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.
- (5) **Services and Materials to be Furnished by Client.** Consultant shall provide guidance to Client in determining the data to be provided. The Client shall acknowledge and agree that Consultant shall be entitled to rely upon the accuracy and completeness of the data it provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
- (6) **Records and Inspections.** Consultant shall maintain full and accurate records with respect to all activities covered under this Agreement for three (3) years after the completion of the Services. During such period Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

- (7) **Copyright for Consultant's Proprietary Software.** To the extent that the service and/or deliverables provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including but not limited to, in the software shall remain with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.
- (8) **Insurance.** Consultant shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, worker's compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000.
- (9) **Limitation of Liability.** Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to, negligence, strict liability, breach of contract, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the value of the contract.
- Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within 1 year after the date on which Consultant completes performance of the services specified in this Agreement.
- (10) **Consultant Liability if Audited.** Consultant will assume all financial and statistical information provided to Consultant by Client employees or representatives is accurate and complete. Consultant shall, upon notice of audit, make work papers and other records available to the auditors.
- (11) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:  
  - To County: Warrick County Auditors Office  
One County Square  
Boonville, IN 47601
  - To Consultant: Dosselt Consulting, LLC  
9775 Crispent Blvd Suite 117  
Indianapolis, IN 46256
- (12) **Changes.** The terms of this Agreement may be changed via a mutually executed written instrument.

(13) Antidiscrimination. Pursuant to IC 22-9-1-10 the Consultant agrees that neither Consultant or its sub-contractors shall discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicants race, religion, gender, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

(14) Miscellaneous.

- a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.
- b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose. Consultant and Consultant's employees will comply with IC 22-5-1.7 see Exhibit C.
- c. Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.
- d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- h. Per the terms of the contract disclosure requirements of IC 36-1-21-5 and the County ordinance of the same. The Consultant hereby certifies it is not a relative of any elected official of the Warrick County Government.
- i. The Consultant certifies that at the time of entering into this contract neither the Consultant nor any of its principals or employees engages in investment activities with the nation state of Iran, as said activities are defined in IC 5-22-16.5-8.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of this date written on the first page.

Warrick County, Indiana

By:   
Terry J Phillippe  
President, Board of Commissioners

By:   
Robert Johnson  
Vice President, Board of Commissioners

By:   
Dan Saylor  
Member, Board of Commissioners

ATTEST:

By:   
Michael Drietsch, Auditor

Dossett Consulting, LLC.

By:   
Jeff Dossett, Owner



EXHIBIT C  
E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11.1, the Consultant entering into a contract with the County is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Consultant is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned on behalf of the Consultant being duly sworn, deposes and states the Consultant does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the County, the undersigned Consultant will enroll in and agrees to verify the work eligibility status of all newly hired employees through the E-Verify program.

Consultant: Dossett Consulting, LLC.  
By: *Jeff Dossett*  
Printed Name: Jeff Dossett  
Title: Owner

STATE OF INDIANA

COUNTY OF Montgomery SS:

Subscribed and sworn to before me this 1 day of February 2022  
My commission expires: 12/18/2029 Signed: *Robert A. Jeff Cooksey*

a. Residing in Montgomery County, State of Indiana



The rest of this page left intentionally blank.